

IN THE MATTER OF AN ARBITRATION UNDER  
THE *LABOUR RELATIONS CODE*, RSBC 1996 c. 244

BETWEEN:

LANGARA COLLEGE

(the “Employer” or the “College”)

AND:

LANGARA FACULTY ASSOCIATION

(the “Faculty Association”)

(NATALIE KNIGHT ARBITRATION)

SUMMARY AWARD

I. THE GRIEVANCE

1. I was appointed by the parties in September 2024 to arbitrate a grievance filed by the Faculty Association on behalf of Natalie Knight (the “Grievor”).
2. The grievance was brought after the Grievor was terminated in January 2024. The Grievor had made remarks at a pro-Palestine rally at the Vancouver Art Gallery in October 2023, calling the October 7, 2023, attack an “amazing brilliant offensive”. Her remarks were widely reported and criticized. The Employer conducted an internal investigation, which included interviewing the Grievor to ask for her explanation of her conduct. The Employer also consulted with a joint faculty and administration advisory committee under the Langara College Statement of Principles on Academic Freedom and Freedom of Expression. Given the Grievor’s statement in the investigation that “there are absolutely no instances in which [she] would condone or celebrate acts of violence, particularly murder or the taking of innocent lives, no matter what community, country, or nation or group people are from”, it was determined that the Grievor’s October remarks were not clearly outside the bounds of protected expression and the Grievor would return to work.
3. A letter of expectation was issued on January 22, 2024, which stated that the Employer expected the Grievor to take greater care that her remarks reflected her intent and could not reasonably be heard as a celebration of a violent attack on innocent civilians.

4. On January 23, 2024, the Grievor attended a rally billed as a “Stand against Political Repression,” and a “Stand for Palestinian Liberation”. A poster for the rally posted near Langara Campus stated “Langara College has suspended and threatened to fire an instructor for supporting Palestinian resistance! Join us to stand against political repression”. The rally began at the Langara-49<sup>th</sup> Avenue Canada Line Station in Vancouver and proceeded to the Langara College campus. The Grievor made a speech at the Langara Station stating that she had been reinstated which meant she had “won” and had done “nothing wrong” and that the College and the Ministry were their “common enemy”. The Grievor stayed with the group as they moved onto the Langara Campus and as speeches were made. The Grievor was interviewed on campus by the student newspaper and was pictured holding a sign saying, “There is only one solution, Intifada Revolution”. The Grievor’s January comments were widely reported, and the College received emails of concern including from faculty stating that the Grievor’s conduct, made them feel unsafe on campus.
  
5. On January 25, 2024, the BC Minister of Post-Secondary Education and Future Skills (the “Minister”) posted on X sharing a press release from the Centre for Israel and Jewish Affairs in which the CEO for the Jewish Federation of Greater Vancouver was quoted as saying “Natalie Knight should have been fired.” The Minister stated in her post that she was disappointed the Grievor still had a platform to “spew hatred and vitriol”. She also stated “I have met with @langaracollege leadership to express my concerns for the Langara broader communities. They agreed that everyone deserves to feel safe”. On January 25, 2024, the Employer scheduled an investigation meeting into the Grievor’s January 23, 2024, conduct for the following day. The Employer determined that the Grievor’s conduct on January 23, 2024, was contrary to the expectations laid out by the Employer and the employment relationship was irretrievably damaged. The College terminated her employment later that day.
  
6. In October and November 2023 and January 2024, the Employer made public statements with respect to the Grievor’s comments that were sent to students, staff, and posted on the Employer’s website. In these statements, the Employer stated that it takes seriously its responsibility to create a safe, respectful, and inclusive environment, free from discrimination. It further stated that “everyone deserves to feel safe in [the College’s] campus community” and the Employer’s aim “is to provide an environment where differing views can be held and expressed in a way that promotes human dignity for all and protects the safety of [its] students and staff”.
  
7. The Employer shared in its public statement on January 26, 2024 that the Grievor was initially not disciplined for her comments of October 28, 2023 because they were “not clearly outside the bounds of protected expression”, but that the Grievor had been given the expectation that she had to comply with College policies and initiatives which support a safe, respectful and inclusive learning and working environment. Further, it stated the Grievor was expected to take care to ensure any future remarks could not reasonably be interpreted as celebrating violence against civilians. The statement said the Grievor had “proceeded to engage in activities contrary to the expectations laid out by the College and

as a result this employee is no longer an employee of Langara College”. The Employer further stated that the Grievor’s “views do not represent those of the College”, the Grievor’s remarks “do not reflect the values of the College” and the Employer had “condemned those comments”. Although these public statements did not name the Grievor, the Employer acknowledged that the comments of the employee of which they were speaking had been shared on social media and addressed through news reports, in which the Grievor was consistently identified by name.

8. The Faculty Association’s grievance asserts, among other things, that the Employer’s actions had violated the Collective Agreement between the Faculty Association and the Employer, the British Columbia *Human Rights Code*, the *Canadian Charter of Rights and Freedoms*, and the Langara College Statement of Principles on Academic Freedom and Freedom of Expression (the “Statement of Principles”).

## II. THE HEARING AND PARTIAL RESOLUTION

9. The arbitration of the grievance was scheduled for ten (10) days in October and November 2025. The parties agreed to engage in mediation in October and November 2025. While the mediation was partially productive, a third-party determination of the remaining issues is still required. In accordance with the revised process, this award is being issued in summary form.

## III. SUMMARY FINDINGS

10. I accept that in addressing the Grievor’s conduct, the Employer’s intention was to promote a safe, respectful, and inclusive College environment, free from discrimination in accordance with applicable law and policy. The Employer’s concern with the Grievor’s October 28, 2023, statement that the October 7, 2023, attack was an “amazing, brilliant offensive” was that her comments could reasonably be, and were being, construed as celebrating the violence that was perpetrated against civilians on that date. I accept that the Employer received many communications from the College community raising this concern and that there were certain students, staff and faculty who said they were deeply troubled by the Grievor’s conduct. However, the Grievor explained to the Employer during the investigation that there are absolutely no instances in which she would condone or celebrate acts of violence, particularly murder or the taking of innocent lives, no matter what community, country, nation or group people are from. The Employer reinstated her on January 18, 2024, and advised her in writing that she was expected to conduct herself in accordance with College policies and must take care that her future conduct could not be reasonably interpreted as promoting violence against civilians. I accept that the Employer was concerned that the Grievor’s conduct and comments in the days following the letter of expectation were contrary to these expectations.

11. While disagreement remains between the parties on many issues, with neither party resiling from their positions, both parties accept that the *Canadian Charter of Rights and Freedoms* applies to the Employer's actions in relation to the Grievor in this case. These rights are not absolute and when making administrative decisions which engage *Charter* rights, the College must strike a proportionate balance between the statutory and factual contexts and the applicable *Charter* protection in the context of the particular decision being made. I accept the Employer sought to strike a proportionate balance in this case but after intensive discussions with the parties they agreed that it failed to do so. The Grievor is to be reinstated effective January 26, 2024, and made whole.
12. I accept the Employer's assertions that its decision to terminate the Grievor was not the result of the Minister's comments. However, I also accept that the Minister's public comments could be viewed as indicating she may have been involved in improperly influencing the Employer's decision to terminate the Grievor and it is understandable that the Faculty Association raised this concern in its grievance. It is regrettable that the Employer did not make it clear in its January 26, 2024, statement that the Minister did not direct the Employer to terminate the Grievor.
13. Although the Union held concerns that the Employer's conduct imposed a chill on the discourse, I accept the Employer's assertions that there was no intention to censor pro-Palestinian expression and that its concern was that the Grievor's statement regarding the October 7 offensive in particular could have reasonably been interpreted to be celebrating acts of violence against innocent civilians. The Grievor's conduct and termination occurred at a time of intense political debate in North America and abroad concerning the war in Gaza. The length of time it took the Employer to determine its response to the Grievor's October 28, 2023, statement was seen by the Faculty Association as a deliberate attempt to punish and censor the Grievor without issuing discipline. For its part, the Employer acknowledges its initial decision took two and a half months, but asserts its intention was to make the right decision, not to punish the Grievor for supporting Palestinians. I accept the Employer's assertion in this regard, however, I also accept the Faculty Association's concerns to the contrary were understandable in the context. The Employer's public statements in October and November 2023, and in the following January, did not make it clear that its concern was that the Grievor's statement that the October 7th was an "amazing, brilliant offensive" could reasonably be interpreted to be celebrating acts of violence against civilians, and not that the Grievor expressed support for Palestinians. It would have been preferable had it been clearer in this regard.

DATED November 19, 2025



Randy Noonan  
Arbitrator and Mediator