

IN THE MATTER OF AN INTEREST ARBITRATION

under the Colleges Collective Bargaining Act

BETWEEN:

The Colleges Compensation and Appointments Council

and

OPSEU

(Academic Employees)

Before: William Kaplan
Sole Arbitrator

Appearances

For the Council: Wallace Kenny
Hicks Morley
Barristers & Solicitors

Daniel Michaluk
Hicks Morley
Barristers & Solicitors

For the Union: Linda Rothstein
Paliare Roland
Barristers & Solicitors

Don Eady
Paliare Roland
Barristers & Solicitors

The hearing in this matter was held in Toronto on June 23, 24 & 25, 2006.

Award

On March 24, 2006, the parties signed a Memorandum of Agreement ending a 17-day strike and referring all matters remaining in dispute to arbitration. The parties filed detailed written briefs and the matter proceeded to a hearing in Toronto on June 23, 24 & 25, 2006. Having carefully reviewed the written materials and having carefully considered the submissions of the parties, I direct as follows:

- 1.** All agreed upon items to be incorporated into the collective agreement.

All SWF's issued for the September term shall be deemed to include a minimum of four hours for out-of-class assistance. No new SWFs need be issued to reflect this change. If overtime arises as a result of this deemed change, it will be paid accordingly. Any SWF issued following the issue of this award shall include four hours of out-of-class assistance.

- 2.** New Letter, Re: Workload Pilots (Council proposal) awarded.

- 3.** Parties directed to establish, as soon as possible, a Task Force on Workload. Both parties to nominate one member. If the parties are unable to agree upon a chair, I will choose the chair in a process of final offer selection. Task Force to complete its work by December 1, 2008. The Task Force shall discuss and examine the following issues relating to the assignment of work to full-time faculty under Article 11:

- time spent in preparation, evaluation and feedback, and complementary functions
- impact of e-learning and other alternative instructional modes
- impact of class size

- impact of total student numbers
- curriculum development
- professional development
- scheduling of teaching contact hours
- equitable assignment of workload to full-time faculty
- impact on full-time faculty workload resulting from the use of non full-time faculty
- impact of applied degrees
- workload agreements
- the Standard Workload Form
- Pilot Projects

and any other matters deemed appropriate by the Task Force.

4. Salary: Scales increased by 3% on September 1, 2005, 3% on September 1, 2006, 3.5% on September 1, 2007 and 4% on September 1, 2008. Increases retroactive and apply to all persons who have been employees in the bargaining unit at any time since September 1, 2005. Any payments made for unused sick leave to be adjusted to take the salary increases into account. Retroactive payments to be made within sixty days. Pension adjustments, if necessary, for employees who have retired since September 1, 2005 to be made subject to CAAT pension plan approval or Teachers' Pension Plan approval, if applicable.

5. New Step: Full new Step 21 awarded effective April 1, 2007.

Maximum Salary Table revised as per Council proposal to take into account new Step 21, together with consequential change to the Control Point Table.

Existing Recognition Allowance for the period April 1, 2006 to March 31, 2007 has been or will be paid. Effective March 31, 2007, Recognition Allowance provision deleted.

6. Under the Return-to-Work Protocol a board of arbitration is to be appointed to hear any faculty grievances arising out of the return to work. Should the parties be unable to agree on a chair, I will appoint one.

7. Duration. Article 36 amended as follows: This Agreement shall take effect commencing on the date of signing and shall have no retroactive effect or application (except Salary Schedules in Article 14 and Article 26) and shall continue in full force and effect until August 31, 2009, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing in January, 2009, that it desires to amend this Agreement.

I remain seized with respect to the implementation of my award.

DATED at Toronto this 28th day of June 2006.

“William Kaplan”

William Kaplan, Sole Arbitrator