

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

OCAD

and

OCADFA

Before: William Kaplan
Sole Arbitrator

Appearances

For OCAD: Margot Blight
Blight Law Office
Barristers & Solicitors

For OCADFA: Cathy Lace
Sack Goldblatt Mitchell
Barristers & Solicitors

This case proceeded to a hearing in Toronto on December 6, 2007.

Award

This matter comes before me as a referral to Negotiations Mediation and Arbitration under the expired Memorandum of Agreement between the Ontario College of Art & Design and the Ontario College of Art & Design Faculty Association.

I hereby award that the unratified Memorandum of Settlement dated July 31, 2007 shall be implemented, with the following exceptions:

1. ATB and Course Load reductions shall be as follows:

ATB	06/07	07/08	08/09	09/10
Permanent Faculty	1.5%	2%	2%	0.5%
Sessionals	2%	2%	2%	2%
Academic Staff	3%	3%	3%	3%
Course Load				
Studio			9	8
Liberal Studies				5

2. Faculty at maximum course load will receive teaching load reduction as per the above chart. Faculty teaching at less than maximum load will have their salaries pro-rated upwards in proportion to the new maximums, in the year the reduction is implemented.
3. No additional steps for Liberal Studies faculty.
4. There shall be no tuition waiver.
5. The sessionals hired as a result of course load reductions are not to be counted towards the hiring cap on sessionals.
6. Sessional term caps in Design shall be eliminated.
7. Sessional term caps other than in Design shall revert to 5 years.
8. A letter of understanding shall be entered suspending sessional term caps other than in Design. This letter of understanding will remain in effect until June 30, 2011.
9. Delete modifications to articles 16.3.4.3 and 16.1.3.
10. A letter of understanding shall be entered to permit the hiring of a sessional who has been employed for four or more consecutive years, to teach an additional course beyond the maxima outlined at article 16.1.2.2. Such hiring shall not affect the status of the employee as sessional. This letter of understanding will remain in effect until June 30, 2011.
11. Update to timelines as per the appendix.

The parties shall prepare and agree to the language and letters of understanding required in order to give effect to this award.

I remain seized.

Dated at Toronto this 11th day of December, 2007.

“William Kaplan”

William Kaplan

Appendix

Items requiring Change in Deadlines/Timing:

(Proposed new deadlines assume agreement confirmed by December, 2007)

E. (p.1 of MoS)

Retroactive payments to be paid on January 1, 2008 paycheque; pension contributions to be reflected on January 1, 2008 paycheque, recalculation of 2007/08 salary, benefit premiums to be reflected on February 1, 2008 paycheque

G. (p.2 of MoS)

Change deadline for development of performance evaluation policy and job descriptions for technicians & academic staff to January 1, 2009 (from July 1, 2008).

O. (p.2 of MoS)

Change deadline for IP working group to November 1, 2008 (from February 1, 2008).

Art. 24.3.2 (p.7 of MoS)

Defer change to timing of faculty performance reviews to for 2008/09. (1/3 to undergo review in 08/09, instead of current 1/2).