

CAAT 94  
94E 332-  
336

**IN THE MATTER OF ARBITRATION**

CAAT (A)

**B E T W E E N:**

**FANSHAWE COLLEGE**  
(the "College")

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**  
(the "Union")

**GRIEVANCE RE BATES ET AL.**

**BOARD OF  
ARBITRATION:**

- Michel G. Picher - Chairperson
- Sherril Murray - Union Nominee
- Bob Gallivan - College Nominee

**APPEARING FOR  
THE COLLEGE:**

- Robert J. Atkinson - Counsel
- Gail Rozell - Acting Director of Human Resources

**APPEARING FOR  
THE UNION:**


- Steven Goudge - Counsel
- Marylinne Kuntz - Grievance Officer
- Paddy Musson - President, Local 110
- Gary Fordyce - Local 110
- Robert McGibbon - Grievor
- Douglas Bates - Grievor
- Ray Wilmot - Grievor
- Brent Germain - Grievor

Hearings in this matter were held in London on January 30; June 12; September 11; October 20, 1995 and October 1, 1996.

**A W A R D**

Having regard to the agreement of the parties, as recorded in Minutes of Settlement appended hereto as Appendix 'A', the Board hereby incorporates the terms of the Memorandum of Settlement as the terms of this Award, for all purposes.

DATED at Toronto this 22nd of October, 1996.



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Michel G. Picher - Chairperson

"Sherril Murray"

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Union Nominee

"Bob Gallivan"

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Employer Nominee

**APPENDIX 'A'**

**IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

**FANSHAWE COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

**- and -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION,  
LOCAL 110**

- Re: Grievances of Robert McKibbon, Brent Germain, Douglas Bates, Bill Edwards, Ray Wilmot, John Howitt, Kenneth Lamb and Ross Crich regarding In-Service Teacher Training Allowance; and
- Re: Grievances of the College against the above-noted individuals and the Union regarding In-Service Teacher Training Allowance.

**MEMORANDUM OF SETTLEMENT**

Whereas the parties wish to effect a full and final settlement of all issues outstanding between them in connection with the above-noted grievances;

The parties agree as follows:

1. College pays McKibbon 100% of amount deducted and 50% to all other grievors (including Wilmot, etc.) of the amounts deducted from them. This is less statutory deductions, if any.
2. The Union acknowledges on behalf of the Grievors that some of the Grievors did not maintain satisfactory performance in the Program and therefore improperly received the TTAL under the Collective Agreement. This is in the context of a program which was administered with laxity.
3. The parties agree that in the future, where the College alleges overpayments made outside the existing salary year, it may not deduct such payments unless and until an arbitration board sanctions the deduction. When overpayments are made within the salary year, the College can deduct such overpayments within that year subject to the right to grieve.

4. The parties agree that College grievances are subject to the same rules regarding timeliness and remedial relief as apply to Union and individual grievances.
5. All TTAL overpayment grievances are withdrawn.
6. This settlement shall become an order of the Board.

Dated at London, Ontario this 1st day of October, 1996.

"Gail Rozell"  
For the College

"Paddy Musson"  
For the Union