

1994-0244-0004

96D364-5

(A)

**IN THE MATTER OF A LABOUR ARBITRATION**

**BETWEEN:**

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

**- and -**

**SHERIDAN INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING  
("the Institute")**

**AND IN THE MATTER OF THE GRIEVANCES OF  
JOHN FRIEND**

**SOLE ARBITRATOR**

**Kathleen O'Neil**

**APPEARANCES FOR THE EMPLOYER**

**Brenda Bowlby, Counsel**

**APPEARANCES FOR THE UNION**

**Nick Coleman, Counsel**

**The hearing in this matter took place on April 17, 2003 at Oakville, Ontario**

## AWARD

The parties have agreed that I have the jurisdiction to issue this award pursuant to the settlement negotiated on April 17, 2003.

John Friend filed several grievances in 1997 and 1998 alleging that the Institute breached the collective agreement and discriminated against him with respect to the delay in returning him to a full teaching assignment at full pay following a period of disability. The Institute denied the allegations. The parties reached agreement on April 17, 2003 to resolve the grievances as follows.

The Institute shall pay to Mr. Friend a total of \$25,000.00, subject only to deductions required by law. Of the total amount, the sum of \$10,000.00 will be paid as general damages for mental distress. The sum of \$9,866.40 shall be paid to the CAAT Pension Plan on behalf of Mr. Friend to purchase his pensionable service for the relevant period between June, 1997 to April, 1998. This sum includes the employer and employee contributions as well as any interest that may be required. The sum of \$1,996.20 shall be paid to Mr. Friend as income for a reduced workload in the June, 1997 to April, 1998 period. The balance of the settlement funds shall be paid to Mr. Friend as pre-judgment interest. Mr. Friend's anniversary date shall be adjusted to July 15<sup>th</sup>, effective in 2003, for the purpose of the annual salary step adjustment.

The settlement negotiated between the parties on April 17, 2003 constitutes a resolution of all grievances filed by or on behalf of or concerning Mr. Friend, which are withdrawn pursuant to paragraph 6 of the Minutes of Settlement, and no further grievances are to be filed with respect to the circumstances giving rise to those grievances. The settlement is without prejudice or precedent to any other issue, grievance or matter between the parties, shall not be referred to in any other grievance, and does not constitute an admission of liability by the Institute.

I remain seized to deal with any issue arising out of implementation of the settlement and this award.

*Kathleen G. O'Neil*  
Kathleen O'Neil  
Arbitrator  
v. *YHEN*