

IN THE MATTER OF AN ARBITRATION
Pursuant to the *Labour Relations Act*, R.S. 1995

BETWEEN:

TORONTO COMMUNITY HOUSING CORPORATION

("Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79

("Union")

(Grievance of P. Ebosele)

ARBITRATOR: Jasbir Parmar

On Behalf of the Employer:

Lisa Bolt, Counsel, Sherrard Kuzz
Louri Vorobiev, Counsel, Sherrard Kuzz
Vishnu Ramsamujh, Toronto Community Housing Corporation
Amandeep Malhi, Toronto Community Housing Corporation
Natasha Stojanovic, Toronto Community Housing Corporation

On Behalf of the Union:

Douglas Wray, Counsel, Caley Wray
Janet McIvor, CUPE, National Representative
Dave Colosimo, Acting Toronto Community Housing Officer
Paul Ebosele, Grievor

This matter was heard on March 8, May 1, May 30, and July 18, 2017, in Toronto, Ontario.

I. INTRODUCTION

1. The Grievor alleges he was unjustly discharged.

2. The Employer is a publicly funded provider of housing. The Grievor is employed as a tenant services co-ordinator ("TSC"). His duties primarily involve dealing with tenancy-related matters. While he has been an employee since 2011, he acquired this position on a permanent basis in October 2015.

3. The Grievor was (at the relevant time) also a tenant of the Employer, commencing in June 2013. The conduct upon which the Employer relies to justify the discharge occurred in the course of the Grievor's tenancy. To distinguish between references to the Employer in its capacity as Employer as opposed to landlord, I will use "TCH" to refer to the Employer in its capacity as a landlord.

4. Specifically, the Employer alleges the Grievor entered into an improper arrangement, contrary to his leasehold agreement, with a third person, Ms. W, for her to reside in his rental unit. The Employer also alleges that the Grievor collected rent from Ms. W but did not submit that rent to TCH. It is the Employer's position that this conduct is a breach of the Employer policies, including the Code of Conduct and Fraud Prevention Policies. The Employer views this conduct as egregious given the Grievor's specific employment role, which involves dealing with tenants with respect to various matters related to their tenancy (including collecting rent). The Employer also views this conduct as damaging to its reputation in the community.

II. Evidence

5. Mr. Amandeep Malhi, a human resources consultant in the Employer's Labour Relations division, was the Employer's sole witness

6. Mr. Malhi testified that this matter was first brought to the Employer's attention by Dell Property Management, a third party with whom TCH has contracted to manage certain

buildings, including the one where the Grievor was a tenant, in accordance with TCH's policies.

7. Mr. Malhi stated the Employer received an email from Mr. Russell, who is from Dell Property Management, on September 26, 2016. In the email, Mr. Russell advised that Ms. W was residing, since February 2016, in the Grievor's unit without TCH's approval and had been making rent payments to the Grievor. He indicated that the Grievor had not been keeping up with his rent payments to TCH. He also advised that the Grievor had told the management staff on September 26 that he had rented out his unit to a friend. Furthermore, Mr. Russell advised that Ms. W had indicated to her Children's Aid Society (CAS) worker that her landlord, being the Grievor, was taking advantage of her by not submitting the rent she was providing and forcing her to pay more than what she had originally agreed. Mr. Russell provided the Employer with a letter from the CAS worker and a letter from Ms. W, along with copies of bank drafts and receipts in respect of payments Ms. W stated she made in relation to this rental unit.

8. The Grievor was suspended with pay pending investigation on September 30, 2016.

9. Mr. Malhi testified that he was then tasked with investigating this matter. He stated he was provided with Mr. Russell's email, along with the attachments. Mr. Malhi stated he then spoke with Mr. Russell and Maria Moza, another Dell employee who in September 2016 was the property manager for the building in which the Grievor was a tenant. Mr. Malhi stated this was an 'informal' discussion, and that he asked Ms. Moza to provide a written outline of her understanding of what had happened. He was then provided with a "Briefing Note" from Ms. Moza, along with records from the TCH computer system which detail any actions taken in respect of the Grievor's rental unit and all rental charges/payment made in respect of the Grievor's unit. Mr. Malhi was also provided copies of various documents relating to the tenancy, including a copy of the lease and correspondence with the Grievor in relation to non-payment of rent.

10. I will leave aside the written statement or letters from individuals about this matter for now, for reasons that I will explain below.

11. On the face of the business documents/correspondence, the following information is indicated.

12. The lease arrangement identified the Grievor and Ms. I as co-tenants, and commenced in June 2013. The rent is indicated as \$1324, with an additional \$75 for parking, for a total monthly payment of \$1399. The lease states tenants are required to give 60 day written notice if they are vacating a unit. No notice to vacate is documented for this unit during the relevant time.

13. No one was identified as an occupant on the lease. There is a specific process involved in adding an individual as an occupant at a later time, which requires certain paperwork. No such additional was documented for this unit.

14. There are two receipts referencing two payments of \$1400 each by Ms. W to the Grievor. One is dated February 2, 2016 and the other March 3, 2016. They are both titled "Monthly Rent Receipt" with a notation of "current rent".

15. The computer records indicate the following information. The February rent was processed on February 18, 2016. No rent payment was processed in March 2016. On March 11, Dell staff mailed a letter to the tenant relating to an overdue balance. On March 20, they mailed the tenant a "Notice of termination". On March 23, a final letter was sent to the tenant (which is the final letter before a legal process is initiated). On March 24, "Nicoleta", the Dell property manager at the time, knocked on the unit door but there was no answer. She left the rent ledger. On March 29th, there was a telephone conversation between Nicoleta and the Grievor, wherein the Grievor advised that the March rent would be added to April's rent payment.

16. A rent payment was processed on April 28, for \$1335. Meanwhile, Dell had continued the legal process in respect of the eviction. Accordingly, there was a hearing at

the Landlord and Tenant Board (the "Board") on June 6, 2016 where an order was issued stating an eviction could be enforced on June 18, 2016, if the total amount of rent owing was not paid by June 17, 2016. No tenant attended before the Board on this date.

17. On June 14, 2016, the Grievor filed a request for a review of this order. Also a rent payment of \$1335 was processed on July 4, 2016.

18. The June eviction order was vacated pursuant to a mediated agreement dated July 28, 2016, whereby the tenant agreed to pay the monthly rent on the first day of each month, and then \$400 on the 20th of each month until the arrears were paid in full.

19. On August 3, a rent payment of \$1100 was process (which notably was less than the monthly rent of \$1335). On August 22 a payment of \$400 was processed.

20. On August 31, a letter was sent to the Grievor advising that the terms of the mediated agreement had not been met. On September 15, 2016, the Board issued an order for eviction effective September 27, 2016.

21. Mr. Malhi conducted a formal interview with the Grievor, with a union representative and another Human Resources staff member in attendance. At the commencement of the meeting, Mr. Malhi advised the Grievor that this was an investigation into the allegation that he had sublet a TCH property and had therefore breached TCH policies and procedures. The union representative asked if the interview was in the context of the Grievor's employment or as a tenant. In response, Mr. Malhi indicated that was what the interview would determine.

22. It is undisputed the Grievor made a number of acknowledgements in this meeting. The Grievor advised that Ms. I, his co-tenant identified on the lease, had moved out shortly after the commencement of the lease. He advised that he had married in August 2013 and had his wife move in with him. The Grievor advised he had subsequently purchased a home outside Toronto in December 2015 and his family had moved to that home. However, he was keeping his rental unit so he could stay there on the weekends because of a part-time

weekend job he had. However, he indicated, that didn't work out and he had stopped sleeping there sometime in February/March, although he still had his personal items there after that date.

23. The Grievor advised Mr. Malhi that in November 2015 he had informed the Dell office that he was moving out at the end of January, by placing a written notice under the door. In January, he spoke with the manager and learned that she had not received it. (At the time, he wasn't able to identify the manager by name, but at the hearing he indicated it was Nicoleta). He advised that Nicoleta told him that she would send staff to do the pre-move out check.

24. The Grievor advised Mr. Malhi that he then was approached by a neighbour who is a teacher. The neighbour told him about some of her students who were in need of a place to stay, with a concern that the CAS may become involved. The Grievor then spoke with Ms. W and understood that she was working in the neighbourhood and her children's school was in the neighbourhood. Ms. W was looking for a place in the area, and was very worried because her belongings were already in a U-Haul truck.

25. The Grievor advised Mr. Malhi that he then went back to speak to the office manager and asked if it was possible for someone to move in while they got their own place. He advised Mr. Malhi that the person said that was fine and that Ms. W would be listed as an occupant. The Grievor advised Mr. Malhi that "Hedi", the property administrator at the time, then gave Ms. W the forms that were required to be submitted to process and document the occupancy. The Grievor advised the documentation was then completed and submitted to the office.

26. Mr. Malhi asked the Grievor about the "arrear situation". Again it is undisputed that in answering those questions, the Grievor stated that he had made this arrangement to help Ms. W and not to make money; that he had kept \$1400 Ms. W had given him; that had learned in March that Ms. W had "lied" to him and was actually not employed; and that he

understood if the rent was not paid an eviction would take place and that would mean Ms. W would have to move out.

27. Mr. Malhi testified that it was his understanding that the Grievor told him that he intentionally withheld the March rent in order to initiate the eviction process, and this was done so that Dell management would not find out Ms. W was living there. Mr. Malhi's notes of that meeting reflect this understanding. However, Mr. Malhi was frank that his notes were not verbatim.

28. Mr. Malhi stated that he found several inconsistencies in the Grievor's responses, and found it difficult to get answers from him. Mr. Malhi also stated that the Grievor's general demeanour was as if there was nothing wrong with what he had done.

29. Mr. Malhi concluded that the Grievor had made an arrangement to sublet his unit to Ms. W while he was not living in the unit. He also concluded that he had kept for himself a cash payment from Ms. W, which was intended to be the March rent payment, in an attempt to have her evicted.

30. Mr. Malhi did not take any further investigatory steps after the meeting with the Grievor. He did not speak with Ms. W or any Dell staff persons (including the ones specifically identified by the Grievor during the investigation meeting) about any of the information the Grievor provided. Mr. Malhi stated this was because he thought the Grievor had essentially acknowledged the key elements of the allegations.

31. Mr. Malhi also concluded that the Grievor's actions were in violation of the Employer's Fraud Prevention Policy, Conflict of Interest Policy, and Code of Conduct. He noted that in his opinion the Grievor's conduct had compromised the trust that was required of him given the nature of the Grievor's employment role. On this basis, he recommended that the Grievor's employment be terminated. His recommendation was accepted, and ultimately the Employer terminated the Grievor's employment on October 11, 2016.

32. The Grievor was the Union's sole witness. The Grievor testified that his actions in respect of Ms. W were taken in an effort to assist her, and not for any personal gain. He confirmed that he met her as a result of a neighbour's introduction, and that she was a single mother with children.

33. The Grievor stated that although he had given notice to vacate, acting in response to Ms. W's difficult situation, he obtained permission from Dell staff to have Ms. W added as an occupant while he continued his tenancy. He stated staff provided Ms. W with the appropriate paperwork which was completed and then submitted. He stated this arrangement was to be just for a short while, as Ms. W was looking for another place. He stated she had told him she was on the waiting list in that same building, and that she was looking elsewhere as well. The Grievor stated he understood that when he moved out of the unit, Ms. W would have to leave as well. He stated that was explained to him by Hedi, a Dell staff person. He stated he never knew that Ms. W was not ultimately listed as an occupant in the unit's records.

34. The Grievor stated that it was initially intended that he would sleep in the unit as well on the weekends. Ms. W and her children were to use two of the bedrooms and he had the third. Ultimately he did not spend any nights there after February. He explained that this was because of some concerns raised by his wife. He stated he continued to maintain some belongings in the unit after that date.

35. The Grievor stated that he did accept two payments from Ms. W and only remitted one of those to Dell in payment of rent (for February). He stated that it was agreed with Ms. W that he would keep the other payment, which amounted to one month's rent, as reimbursement for the deposit he paid at the commencement of his tenancy. He stated Ms. W was to pay the rent after February directly to the Dell office. He stated that later that summer, he paid the deposit amount to his former co-tenant, Ms. I.

36. The Grievor stated that in March he received a call from Nicoleta that the March rent had not been paid. He stated that he then called Ms. W, and that was when he learned that Ms. W was not employed and also not in receipt of employment insurance benefits. He stated that Ms. W asked for a letter to provide to Ontario Works to seek social assistance benefits. He stated he advised her, based on Nicoleta's advice, that she could not get such a letter because she was only an occupant. It is apparent that the Grievor was troubled by the fact that he felt Ms. W had lied to him about her employment situation.

37. The Grievor acknowledged receiving the Notice of Termination, but stated he did not attend the hearing at the Landlord and Tenant Board because he was working.

38. The Grievor stated that he then spoke with Ms. W, and she advised him she would pay the arrears. At the time, Ms. W was away dealing with issues related to her dying father. The Grievor stated that on the basis of this information from Ms. W he attended at the Board and obtained a settlement agreement, which vacated the June eviction order. However, Ms. W did not ultimately pay the rent. When he received the eviction notice in September 2016, he told Ms. W she would have to move out.

39. The Grievor was cross-examined about his evidence that he kept the March payment from Ms. W as reimbursement for the deposit paid when the tenancy commenced, and that he paid that money to his former roommate who had initially paid the deposit. These questions centered on the fact that the December 2015 rent was actually outstanding. As such, there would have been no entitlement to have the deposit returned. The Grievor's response about this was a bit confusing, but essentially he stated that he did not know that the December rent was outstanding at the time he kept the March payment. However, he acknowledged he did learn of that later and also that he ultimately took no steps to pay that amount, even though that formed part of the arrears upon which the eviction was based.

40. The Grievor was also asked about why he did not mention this reimbursement agreement during the interview with Mr. Malhi. The Grievor stated that Mr. Malhi only asked

him what he had done with the money, and that he had originally put it in his bank account as he told Mr. Malhi. He stated Mr. Malhi never asked him anything further, and it was after that that he paid the money to Ms. I.

41. The Grievor was asked about why he would pay Ms. I the full amount of the deposit, since each of the tenants was responsible for only 50% of the rent. The Grievor stated he felt bad that Ms. I had to move and he was just being nice.

42. The Grievor disputed the accuracy of Mr. Malhi's notes, indicating they were "mixed up". Of particular note, he stated that he never said that he kept the rent in March in order to have Ms. W evicted. He pointed to the fact that he had told Nicoleta that the March rent would be added to the April rent payment, and that he took steps to make the settlement agreement. The Grievor also stated he never told Mr. Malhi that he wanted to have Ms. W evicted before anyone at Dell found out she was living there. He stated that he was explaining that if things had gone as planned, and she had just moved out quickly, then none of this would have happened.

III. Analysis

43. As in all discharge cases, the issue is whether the Grievor engaged in misconduct worthy of discipline, and whether, in all the circumstances of the case, discharge is the appropriate response. The onus to establish both these elements is on the Employer. The discharge can only be upheld if that onus is discharged.

44. In considering the issues at hand, I have reviewed and considered the parties' submissions, including the referenced jurisprudence.

45. It is important to note the Employer's sole witness, Mr. Malhi, has no direct knowledge of the events which are alleged to form the misconduct. While he had some written statements from other individuals, the Union did not agree to those statements being entered

into evidence for the truth of their contents. As such, I have not relied on the contents of those statements as evidence.

46. The Employer's case is premised on two allegations, that the Grievor entered into a subletting arrangement with Ms. W in violation of the terms of his lease, and that the Grievor retained \$1400 that Ms. W had given him in payment for the March rent for that unit.

47. With respect to the first allegation, there is no dispute that the tenancy agreement did not permit subletting, which for clarity is the renting of a unit by a tenant to another individual when the tenant does not reside in that unit.

48. The Grievor's evidence is that in November 2015 he had given notice to terminate his tenancy at the end of January 2017. His evidence is that he also advised Nicoleta in mid-January that he had given that notice. He stated that he then decided to assist Ms. W when her situation was brought to his attention. The Grievor stated the plan was that he would continue his tenancy and stay, at least some nights, in one bedroom while Ms. W and her four children stayed in the other two bedrooms. His evidence is that on the basis of this intention, he approached Nicoleta and sought permission to have Ms. W added as an occupant. His evidence is that he obtained this permission orally, and then Hedi provided Ms. W the required documents which were then completed and submitted to the office. His evidence is that he was unaware that such an addition was never effected in the records.

49. I observe that he provided this explanation, that he had approval for Ms. W to stay in the unit from the Dell property staff, to Mr. Malhi during the investigation.

50. There is no evidence before me challenging the Grievor's assertions that these conversations with Nicoleta and Hedi took place. Even Mr. Malhi did not have any information that challenged these assertions since Mr. Malhi did not speak to either of these individuals in the course of his investigation. His explanation for that was he had been advised by Ms. Moza that there were no records to that effect, and that this was not part of the scope of his investigation, based on the allegations received.

51. I accept that there is no documentation of either the notice to terminate the tenancy or the addition of an occupant. However, just because something is not recorded as it should be does not automatically mean it did not happen.

52. I observe that the Employer's allegation is that the Grievor entered into an improper arrangement for his unit. Whether the arrangement was authorized by the Dell staff who managed his unit, even if it was not subsequently documented as required, goes directly to the issue of whether this arrangement was "improper". In my view, whether the Dell staff was told about Ms. W and gave authorization for her to stay in the unit is critical to determining whether the Grievor's arrangement with Ms. W was unauthorized. If it was authorized by the individuals who were managing the tenancy, I don't see how one could conclude the arrangement was "improper", even if it was not in compliance with the strict rental rules on the face of the tenancy agreement.

53. I also note that the information the Employer had in its investigation did not challenge the Grievor's explanation that he had approval. Ms. W's statement confirms that she filled out paperwork to be added as an occupant, and that it was her understanding she was to be listed as an occupant. Also, the "Briefing Note" provided by Ms. Moza, indicates the Grievor advised her in September 2016 when she first raised this issue with him that that he had given notice to terminate his vacancy in 2015 and that he had been advised by Nicoleta (the former property manager) and Hadi (the former property administrator) that he could rent the unit.

54. In other words, the Employer had no information indicating the Grievor's explanation, that he had authority for his arrangement to have Ms. W stay in the unit, was not true. The only thing the Employer knew was that there was no business record for that arrangement. Notably it was not the Grievor's responsibility to keep those business records; it was the responsibility of Dell staff to whom the Employer never spoke.

55. I find there is no evidence upon which to conclude the Grievor's arrangement to allow Ms. W to stay in his unit was not authorized.

56. In reaching this conclusion, I am cognizant that the way events unfolded, even according to the Grievor's evidence, was somewhat different from what was originally planned when he obtained authorization from Nicoleta for Ms. W to stay in the apartment. The Grievor acknowledged that while he slept in the unit in February, he did not sleep there as of March 2016. He did continue to keep some of his belongings there, however. He stated that this was not what was originally planned, but was ultimately what occurred.

57. I'm not sure this would constitute a violation of his tenancy rules. It is not plain to me that a tenant electing not to sleep in his apartment, although he still keeps belongings there, somehow alters the nature of the tenancy. However, even if I were to assume that this constituted a violation of his tenancy rules, I am not of the view that it would constitute employment misconduct. Just because you are an employee of your landlord does not mean everything you do that may be of concern to your landlord places your employment at risk. As an example, the Employer took no issue with the fact the Grievor's wife occupied the unit without the appropriate documentation or any evidence that this was authorized by the Dell staff in any way.

58. The fact that the Grievor stopped sleeping in the unit for personal reasons does not indicate he was engaged in any fraudulent or nefarious behavior calling into question his ability to carry out his employment duties. Most importantly, there is no evidence the Grievor's arrangement with Ms. W was that she would live there and he would not. The fact that after some time he chose not to sleep there does not change the evidence about the scope of the arrangement.

59. I also observe that the Employer did not argue that having any arrangement with an authorized occupant for her to pay some or all of the rent is not permitted under the tenancy agreement.

60. I now turn to the allegation that the Grievor withheld monies paid to him by Ms. W as rent for the unit, and that he did this in order to bring about an eviction order.

61. The Grievor has acknowledged that Ms. W gave him \$1400 in March 2016 and that he kept that money. His evidence is that it was agreed between Ms. W and him that the Grievor would do that, to account for the money that had been paid as a deposit.

62. It was suggested by the Employer that this explanation is not credible.

63. First, it was suggested that the Grievor provided a different explanation during the investigation as to why he kept this money. Mr. Malhi's evidence was that in the investigation meeting the Grievor advised he had kept this payment for the purpose of triggering an eviction because he learned Ms. W was not employed.

64. I accept that was Mr. Malhi's honest understanding of what the Grievor was saying.

65. However, the Grievor expressly rejected the assertion that he told Mr. Malhi that. He stated that in the investigation he was explaining that once it ultimately it became clear Ms. W was not going to be paying the rent later that summer, the eviction process was the best way to have her leave. He rejected the notion that he wanted to trigger an eviction in March (or that he kept the rent for that reason).

66. I do note that the Grievor's actions, during the March to July 2015 period, as supported by the Employer's business records, are not consistent with the conclusion that the Grievor was trying to have Ms. W evicted. They indicate he contacted Nicoleta in late March and advised the March rent would be paid with the April rent. It is hard to see why someone who is trying to trigger an eviction through non-payment of rent would explain to the landlord that the rent was going to be paid imminently. Also, the Grievor took steps to stop the June eviction order and negotiated a mediated settlement, which was a pathway to continue the tenancy. These actions are completely inconsistent with the objective of triggering an eviction.

67. Second, it was suggested that the Grievor's rationale for keeping the money, and paying it to Ms. I did not stand up to scrutiny. The Employer asserted the Grievor had no right to have the deposit returned to him, since the December 2015 rent on the unit was outstanding. The Employer also asserted that there was no reason he would pay the full deposit to Ms. I because at most she would only be entitled to 50%.

68. The Grievor acknowledged that deposits are not returned to the tenant at the end of the tenancy when any rent is outstanding.

69. However, it is not clear from the evidence that the Grievor was aware at the time he kept this money that there was a rent payment outstanding for December. It appears that there was a payment posted to this unit for December 2015, and it was not until late February that this payment was reversed on the basis the original posting was done in error. The Grievor suggested the outstanding December rent payment was not brought to his attention until some later date. Thus, it is conceivable that in March 2016, when he kept the \$1400 Ms. W gave him and did not pay it to Dell/TCH, he was still under the impression he was entitled to a reimbursement of his deposit.

70. However, whatever concerns this explanation may raise, there is a more significant problem with the Employer's position. That is that there is no evidence before me indicating that Ms. W paid the Grievor \$1400 in March 2016 *as rent* for that month (as opposed to paying him money which she understood he would keep).

71. Mr. Mahli's evidence that that was he understood the Grievor to have said during the investigation is not evidence that the money Ms. W paid to the Grievor in March was intended to be a rent payment. At its highest, it is evidence of what was said during that investigation. The Grievor disputes the assertion that he said that to Mr. Malhi during the investigation, and as indicated above there is a basis to conclude that it does not make sense that the Grievor would have made that statement to Mr. Malhi. As such, Mr. Malhi's

evidence is insufficient, in and of itself, to found a conclusion that the Grievor accepted \$1400 from Ms. W in March 2016 as a rent payment but did not remit that to TCH.

72. I note again that the onus is on the Employer to establish the misconduct occurred.

73. I have the receipt, which the Grievor acknowledges he completed, confirming that \$1400 was paid to the Grievor by Ms. W in March 2016. All that confirms is the payment of the money, which is not disputed.

74. Other than that, there is only the Grievor's evidence that the payment was on the basis of an agreement between Ms. W and the Grievor, and that it was agreed he would keep it (in respect of the deposit already paid to TCH) and that Ms. W would be responsible for paying the March rent to TCH.

75. On the basis of this evidence, I cannot conclude, as asserted by the Employer in the discharge letter, that the Grievor accepted a \$1400 payment from Ms. W as rent but kept it and did not remit to TCH.

76. I do want to comment briefly on the fact that the December 2015 rent (which by all accounts should have been paid by the Grievor) was ultimately outstanding and formed part of the arrears upon which the September 2016 eviction was based. This did not form part of the Employer's decision to terminate the Grievor's employment, even though this information was available to the Employer at the time. As such, it cannot be grounds for discharge.

77. I also add, however, that this amount formed only part of the arrears upon which the eviction was based. In fact, even if, as suggested by the Employer, the Grievor had paid his December rent (once he learned of it) and had remitted the \$1400 in March to TCH, the unit would still have been three months in arrears by September, when the eviction order for non-payment of rent was issued. As such, it cannot be said Ms. W was evicted because of the Grievor's conduct.

V. DISPOSITION

78. The evidence does not support the conclusion that the Grievor engaged in the misconduct alleged by the Employer. Accordingly, there is no basis for discharge, or any discipline for that matter.

79. The grievance is upheld.

80. The Grievor is to be reinstated, with restoration of all lost compensation, benefits and seniority.

81. I remain seized with respect to any issues relating to the implementation of this award.

Dated this 18th day of September, 2017.



JASBIR PARMAR