

IN THE MATTER OF THE ONTARIO LABOUR RELATIONS ACT, 1995

AND IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE UNIVERSITY HEALTH NETWORK

("the employer" or "the hospital")

- and -

S.E.I.U. LOCAL 2

Brewery, General & Professional Workers' Union

("the union")

AND IN THE MATTER OF the termination grievance, dated September 18, 2015, of L.P.

BEFORE: John McNamee, Sole Arbitrator

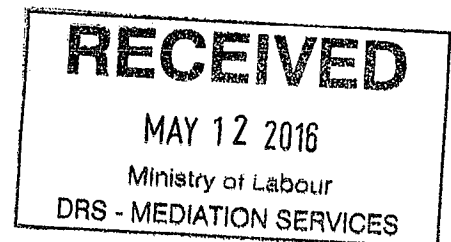
APPEARANCES: For the Employer:

Andrew Zinman (Counsel)

Victor Trotman (Director of Labour and Employee Relations)
and others

For the Union:

Mary Hart (Senior Legal Counsel)
and others



Hearings in this matter took place at Toronto, Ontario, on May 4, 2016.

Rel 10: 1192
File 10: 855959
Folder 10: 10212-RR-16

A W A R D

This grievance arose as the result of the termination of L.P. from his employment.

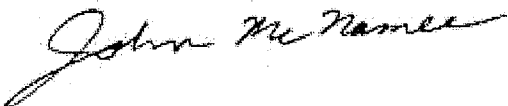
Neither party contested my jurisdiction to decide all of the relevant issues.

After hearing from both parties as to their positions with respect to the grievance, I make the following order:

- a) the grievor is not to be reinstated;
- b) the hospital will pay to the grievor the sum of \$7,500.00, without deduction, by way of damages for actions which he says were in violation of the Human Rights Code;
- c) the hospital will also pay to the grievor the sum of \$12,500.00, less required deductions, by way of a retiring allowance;
- d) the payments referred to above shall be made within two pay periods of May 4, 2016; and
- e) both parties and the grievor will comply in all respects with the Memorandum of Settlement dated May 4, 2016.

I retain jurisdiction over this award, and its implementation.

DATED at Toronto, this 6th day of May, 2016.



John McNamee, Sole Arbitrator