

**IN THE MATTER OF AN ARBITRATION BETWEEN:**

Toronto Civic Employees Union – Local 416

(The Union)

-and-

City of Toronto

(Employer)

Re: Grievance of Bentley Lessey (SWM-13-086) (Improper layoff)

Before: Felicity Briggs, Arbitrator

For the Union: James McDonald, counsel

For the Employer: Cara Gibbons, counsel

A hearing was held in Toronto, Ontario on June 20, 2018

**AWARD**

1. This award is made on consent further to my award of February 10, 2017 finding that the Grievor was improperly laid off on September 20, 2013.
2. The City will pay the following wages to the Grievor, less applicable deductions required by law, including union dues, allocated to the below taxation years:  
2013: \$15,937.50  
2014: \$63,750.00  
2015: \$47,812.50
3. The City will re-issue the previously issued stale-dated vacation pay-out cheque in the amount of \$8,569.00. Since this cheque represents the payment of the

vacation pay then owing in September, 2013, after taxes and other withholdings, there will be no additional withholdings from this cheque.

4. The Grievor's service and seniority will be amended as though the September 20, 2013 layoff had not occurred.
5. The Grievor's vacation entitlement under the City's Vacation Policy will be determined as though the layoff had not occurred.
6. The Grievor's sick bank will be credited as though the layoff had not occurred.
7. The Grievor's credited service under the Ontario Municipal Employees' Retirement System (OMERS) will be amended to reflect continuous and uninterrupted service, as if the layoff had not occurred. The Employer will pay all employer premiums that would have been paid during the period of layoff and the Employee's premiums will be deducted from the Grievor's back wages, as they would have been deducted if he had been at work. The Employer will be responsible for any interest or penalties owing.
8. It is acknowledged that, pursuant to s. 46 of the *Employment Insurance Act*, the Employer is required to withhold any amount of Employment Insurance benefits subject to repayment. The Employer will ascertain from Service Canada whether any amount is repayable, deduct any repayment from the amount payable, and remit it to the Receiver General as repayment of any overpayment of benefits.
9. This resolves the grievance. I will remain seized to deal with any issues that may arise with the implementation of this award.

Dated this 20<sup>th</sup> of June, 2018 in Toronto, Ontario

*Felicity Briggs*

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Felicity Briggs