

In the Matter of an Arbitration
Under the *Labour Relations Act, 1995*

BETWEEN:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 79**

(THE "UNION")

AND

CITY OF TORONTO

(THE "EMPLOYER")

(Gr. Of Tetyana Manyak-C14-03-0098)

Before: Eli A. Gedalof, Sole Arbitrator

Appearances

For the Union

Douglas J. Wray, Counsel
Don Styles, National Representative
Tetyana Manyak, Grievor
Zachary Fraser, Union

For the Employer

Justin Basinger, Counsel
Joanna Nijmeh, Senior Labour Relations Consultant
Goretti Ortins, Management Services Officer, Parks, Forestry and Recreation
Suzanne Gauthier, Program Standards and Development Officer

AWARD

1. This is a grievance dated February 14, 2014 arising from 7-day suspension imposed on the grievor, Tetyana Manyak, who was a part-time

employee of the Employer working under the terms of the Collective Agreement between the Union and the Employer. I was duly appointed as sole arbitrator to hear the grievance, and conducted a hearing on December 13, 2018. At the outset of the hearing, the Employer moved to have the grievance dismissed as moot. This award determines that motion.

2. The facts relied upon by the Employer in support of its motion are not in dispute. The grievor is no longer employed by the City. The Employer has removed the discipline letter from the grievor's file, and it no longer forms any part of the grievor's record. It has, in any event, sunset in accordance with Article 14.28(a) of the Collective Agreement and is "null and void". Although the grievor was assessed a 7-day suspension, due to an oversight by the City she in fact missed only one day of part-time work, for a total of 2.25 hours. Her lost pay for that day amounts to just over \$47.00. The City has agreed to pay the grievor \$50.00. Between the imposition of the 7-day suspension and the end of the grievor's employment relationship, there was no further discipline. Neither are there any other outstanding grievances.

3. The grievor opposes the motion. At the hearing she was provided with an opportunity to make representations. The grievor articulated a number of complaints concerning the manner in which she was treated in the course of her employment. Those complaints are not the subject of the grievance before me, which reads "I protest and grieve that the City has violated the Collective Agreement, by subjecting me to an unjust suspension for 7 days on February 15-25, 2014." The grievor did not dispute any of the basic facts relied upon by the Employer in support of its motion, and did not put forward any basis upon which the complaints she is now seeking to pursue could possibly fall within the scope of the grievance before me.

4. I have considered all of the parties' submissions. I have also reviewed the authority put before me in *Toronto (City) v Canadian Union Of Public Employees, Local 79*, 2018 CanLII 79852 (ON LA) (Parmar), which also addresses a grievor's attempt to improperly expand the subject matter of a grievance.

5. In all of the circumstances, I am satisfied that the grievance is moot. The 7-day suspension complained of is null and void and has been removed from the grievor's record. The Employer has agreed to pay the grievor \$50.00 in compensation for the grievor's lost wages. In the absence of any subsequent discipline of any kind, let alone discipline progressing upon the now-void 7-day suspension, or any further grievance that could in any way turn upon a determination in this matter, the grievance does not raise any outstanding issue that requires my determination.

6. The grievance is therefore dismissed.

Dated at Toronto, Ontario, this 14th day of December 2018.



Eli A. Gedalof
Arbitrator