

IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

("the Board")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1348

("the Union")

GRIEVANCES OF JOE LO CASTRO – 2019-02 AND 2020-01

SOLE ARBITRATOR: Kevin M. Burkett

APPEARANCES FOR THE EMPLOYER:

**Daniel B. Fogel, Counsel
Vicki Houston, Superintendent, Human Resources
Amie MacKinnon, Coordinator, Human Resources
Katherine Galipeau, Human Resources Officer
Anthony Lucas, Human Resources Officer**

APPEARANCES FOR THE UNION:

**Paul O’Ryan, Counsel
Joel Bentley, National Representative
Anne Marie Di Mario, President, Local 1348
Joe Lo Castro, Grievor**

**A hearing in this matter was held via a Zoom Meeting on February 24, 2021
with a follow up Teleconference on March 18, 2021.**

I N T E R I M A W A R D

I have before me two grievances (2019-02 and 2020-01) filed on behalf of Mr. Giuseppe (Joe) Lo Castro, an IT Department Client Support Desk Administrator, with some 22 years service. One grievance deals with the sufficiency of medical information in regard to a return to work, the other alleges discrimination and harassment in the workplace. It is not disputed that both of these grievances are properly before me for determination.

The parties arranged for three hearing dates, (February 24, June 23 and July 14, 2021) and agreed that mediation should take place on February 24, 2021.

It was agreed between the parties on February 24, 2021, with the grievor concurring, that he should submit to an independent psychiatric assessment. The assessment will be undertaken without undue delay. It was further agreed between the parties, with the grievor concurring:

1. That on a without prejudice or precedent basis, the Board will pay for the grievor's Independent Psychiatric Assessment.
2. That the Board will select a Psychiatrist to perform this psychiatric assessment on the recommendation of Dr. Windsor and will direct the Psychiatrist so selected. The direction will include among others a request for an assessment as to whether the grievor is capable of working in any capacity under supervision.

3. That the Board will not be liable by way of compensation or other relief for the elapsed time between February 24, 2021 and the date as to which this matter is brought back for continuation.
4. That the Board will share the psychiatric assessment with the Union and that the parties will meet thereafter to discuss.

Given all of the foregoing, this grievor is directed to attend for the psychiatric assessment on the date or dates arranged; to provide to the psychiatrist all consents required by the psychiatrist; and to have provided to the psychiatrist all clinical notes, records and reports related to his mental health, including those by Dr. Ahmed and Dr. Oozeer and any other psychologist or psychiatrist who has treated the grievor since 2014.

The two grievances before me are held in abeyance pending the psychiatric assessment and the subsequent discussion between the parties.

I continue to remain seized.

DATED in Toronto, Ontario on this 25th day of March, 2021.

A handwritten signature in black ink, appearing to read 'Kevin M. Burkett', written over a horizontal line.

Kevin M. Burkett