

IN THE MATTER OF AN ARBITRATION brought pursuant to the Ontario *Labour Relations Act*, 1995, as amended,
(Grievance of Community Living Atikokan dated September 8, 2020, Award dated October 8, 2021, and further determination requested December 19, 2024 re Mosbeck)

BETWEEN:

COMMUNITY LIVING ATIKOKAN
(the “Employer”)

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(the “Union”)

AWARD

Arbitrator:

Marilyn A. Nairn

Hearing held (by videoconference):

February 24, 2025

APPEARANCES

For the Employer:

Hayley Yorke

For the Union:

Ali Saghari

AWARD

[1] By decision dated October 8, 2021, it was determined that the Grievor, Gwenda Mosbeck, had breached paragraphs 6 and 7 of a Memorandum of Settlement ("MOS") dated July 10, 2015. That MOS had been signed by the Grievor and the parties in resolution of all issues relating to the Grievor's employment with Community Living Atikokan (the "Employer"). I remained seized with respect to any further allegations of a breach of the MOS and in respect of any issues arising from the interpretation and/or implementation of that award.

[2] On December 19, 2024 the Employer alleged that the Grievor had engaged in further breaches of the MOS and sought a hearing to determine those issues. The parties convened on February 24, 2025 at which time it was acknowledged that further breaches had occurred. The parties were able to agree to appropriate terms to address those additional breaches and to address remedial issues should further breaches arise.

[3] It is understood that the parties and Ms. Mosbeck remain bound by the terms of the Memorandum of Settlement dated July 10, 2015.

[4] Therefore having regard to the allegations brought by the Employer and to the parties' subsequent agreement, I **hereby find** that the Grievor, Ms. Mosbeck, committed further violations of the July 10, 2015 MOS by engaging in conduct contrary to that MOS.

[5] Having regard to that finding, I **hereby direct** that the Grievor, Gwenda Mosbeck:

- a. Abide by the terms of the MOS forthwith and on an ongoing basis;
- b. Not post on any social media platform about Community Living Atikokan, including its employees, agents, directors, and/or board members, past and present.
- c. Not contact current or past Community Living Atikokan employees, agents, directors, and/or board members, past and present. It is understood that this prohibition does not extend to the Grievor's personal friends Judy Anderson and Rita Peacosh.
- d. Not commence or threaten to commence any litigation against Community Living Atikokan, including its employees, agents, directors, and/or board members, past and present, with respect to any event or circumstance relating to, or that led to the MOS, or any matter relating to the Grievor's employment with Community Living Atikokan, and including all matters considered in the decision dated October 8, 2021. This prohibition excludes the Human Rights Tribunal of Ontario (HRTO) file number 2024-57779-I.

- e. Not report or discuss Community Living Atikokan to or with any authority (e.g. the Ministry of Children, Community, and Social Services, the Ministry of Labour, and/or any government or legislative authority, etc.) or organization (e.g. Developmental Service Organizations, Community Livings, etc.) with respect to any event or circumstance relating to, or that led to the MOS, or any matter relating to the Grievor's employment with Community Living Atikokan, and including all matters considered in the decision dated October 8, 2021.

[6] I remain seized with respect to any further allegations of a breach of the MOS and in respect of any issues arising from the interpretation and/or implementation of this award.

Dated at Toronto, Ontario this 24th day of February, 2025.

"Marilyn A. Nairn"

Marilyn A. Nairn, Arbitrator.