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No. 199.

PUBLIC SERVICE STAFF RELATIONS ACT  
BEFORE THE PUBLIC SERVICE STAFF RELATIONS BOARD

BETWEEN:

FRANK GAUTHIER, JOHN BATCHELOR AND  
CECIL REASIN,

grievors,

AND:

TREASURY BOARD  
(Transport Canada),

employer.

SUPPLEMENTARY DECISION

Before: J. Maurice Cantin, Q.C., Vice-Chairman

For the grievors: Catherine H. MacLean, counsel

For the employer: Harvey A. Newman, counsel

Heard in Toronto, Ontario, July 19, 1983.

*COPY / BATCHELOR + GAUTHIER + REASIN +  
TORONTO ACC PR. CH + B.O.D.  
RAM  
1/12/83  
CODE  
402/82*

*Released &  
Reinstated } RENUNCIATION  
AFTER BEING  
REINSTATED*

## SUPPLEMENTARY DECISION

On August 19, 1982, I rendered a decision in which I held that the grievors, three air traffic controllers, had been terminated on December 19, 1981 without just and sufficient cause and I ordered that they be reinstated immediately, short term suspensions of three to five days being substituted for the original penalties. The reasons for the decision followed on November 23, 1982.

The employer's first reaction was to apply under section 28 of the *Federal Court Act* to review and set aside the above decision but it subsequently withdrew its application. It had complied in the meantime with the decision of August 19, 1982 and had reinstated the grievors between September 5 and 11, 1982.

Difficulties arose sometime later concerning the compensation to be paid to the grievors and this decision relates to the award of damages and more particularly to a few outstanding items.

I was informed previous to the hearing that the following matters were in dispute:

1. OHIP premium payments;
2. Lost opportunity for overtime;
3. Lieu days;
4. Monies earned for part-time work.

The parties advised however at the time of hearing that the question of OHIP premium payments had been settled. I was also advised that the matter of lieu days had just been settled.

The hearing was therefore solely in connection with two issues, namely lost opportunity for overtime and monies earned for part-time work.

A copy of the collective agreement between the Treasury Board and the Canadian Air Traffic Control Association signed on May 28, 1982 was filed by consent. It bears code 402/82 and it covers *inter alia* air traffic controllers. It was agreed that payment of overtime was not retroactive. Prior to this agreement, collective agreement 402/79 provided that hourly rate was one and a half times on the first day of rest and two times for any other shift. In the collective agreement 402/82, it was one and one half times the hourly rate for the first overtime shift, two times the following day and two and one half times for three overtime shifts consecutively. Collective agreement 402/79 preceded collective agreement 402/82.

THE EVIDENCE

First issue: lost opportunity for overtime

Three documents were filed regarding the grievors and outlining their claims as against the employer's records. The claims are based on overtime hours the grievors would have worked had they been able to work during the period from December, 1981 to September, 1982. The figures show overtime hours worked by the grievors for the same period in 1980-81. They are exhibits 1, 2 and 3 and they read as follows:

Exhibit 1

F. GAUTHIER

	<u>CLAIM</u>		<u>OUR RECORDS</u>
* Dec. 80	17.84	1 Shift from Dec.19	= 8.92
Jan.	35.68	4 Shifts @ 8.92	= 35.68
Feb.	71.36	8 Shifts @ 8.92	= 71.36
* Mar.	64.44	7 Shifts @ 8.92	= 62.44
Apr.	80.28	9 Shifts @ 8.92	= 80.28

* May	64.44	8 Shifts @ 8.92	= 71.36
June	71.36	8 Shifts @ 8.92	= 71.36
July	89.20	10 Shifts @ 8.92	= 89.20
Aug.	44.60	5 Shifts @ 8.92	= 44.60
* Sept.	71.36	3 Shifts @ 8.92	= 26.76

(appears to be for whole month)

\* Indicates variances

Exhibit 2

J.A. BATCHELOR

	<u>CLAIM</u>	<u>OUR RECORDS</u>
* Dec. 80	8.92 X 2 = 17.84	0 Shifts
Jan. 81	53.52 X 2 = 107.04	6 Shifts @ 8.92 X 2 = 107.04
Feb.	35.68 X 2 = 71.36	4 Shifts @ 8.92 X 2 = 71.36
Mar.	44.60 X 2 = 89.20	5 Shifts @ 8.92 X 2 = 89.20
* Apr.	43.60 X 2 = 87.20	5 Shifts @ 8.92 X 2 = 89.20
* May	43.60 X 2 = 87.20	5 Shifts @ 8.92 X 2 = 89.20
June	53.92 X 2 = 107.84	6 Shifts @ 8.92 X 2 = 107.04
July	8.92 X 2 = 17.84	1 Shift @ 8.92 X 2 = 17.84
Aug.	35.68 X 2 = 71.36	4 Shifts @ 8.92 X 2 = 71.36
* Sept. (8 shifts)	71.36 X 2 = 142.72	2 Shifts @ 8.92 X 2 = 35.68 (Month shows him working 7 shifts in Total)

\* Indicates variances

Exhibit 3

C. REASIN

	<u>CLAIM</u>		<u>OUR RECORDS</u>	
* Dec. 80	35.68 (2)		1 Shift in period	8.92
Jan. 81	44.60 (5)		5 Shifts in period	44.60
* Feb.	53.52 (6)		5 Shifts in period	44.60
* Mar.	44.60 (5)		9 Shifts in period	80.28
* Apr.	89.20 (10)		9 Shifts in period	80.28
* May	71.36 (8)		6 Shifts in period	53.52
* June	80.28 (9)		6 Shifts in period	53.52
* July	44.60 (5)		6 Shifts in period	53.52
* Aug.	44.60 (5)		6 Shifts in period	53.52
* Sept.	62.44 (7)		- Shifts in period	--
(8 actually worked in the month)			No shifts worked in period up to 5th.	
Total Claim - 62			53	

\* Indicates variances

Counsel stated that all parties were in accord with these records and that they were to be considered as accurate. I was asked therefore to disregard the figures under the column entitled "Claim". It was agreed that each grievor was put on "off duty" status on December 19, 1981, when already scheduled for overtime for that month. It was explained that the figure 8.92 is the number of hours that a controller is paid for on one full time shift. It is the actual number of hours worked on any particular shift. When the records indicate X2, they mean double time rate. The number 107.04 is the number of hours worked. It was admitted that concerning grievor Gauthier, the figure of 35.68 for January should be multiplied by 2.

The record of overtime shifts worked in the north sector was filed as exhibit 4. It concerns grievor Reasin and it reads as follows:

GRIEVOR: C. REASIN

TORONTO AIR TRAFFIC CONTROL FACILITY

OVERTIME SHIFTS WORKED "NORTH" SECTOR

1 9 8 1					1 9 8 2		
Month	No. of Shifts	No. of Employees	No. Worked Grievor	%	No. of Shifts	No. of Employees	Owed
Dec (80) from 19th	15	10	1	6.66	25 (81)	10	1.66
Jan.	40	12	5	12.5	31	12	3.87
Feb.	68	13	5	7.35	55	13	4.04
Mar.	87	13	9	10.34	116	26	11.99
Apr.	144.5	26	9	6.22	133	27	8.27
May	178	26	6	3.37	134	26	4.51
June	144	27	6	4.16	119	23	4.95
July	137.5	26	6	4.36	110	24	4.79
Aug.	122	22	6	4.91	108	23	5.30
Sept. up to 5th	14	8	Nil	--	19	8	--

The number 40 for January 1981 means 40 shifts of overtime worked in the north sector and it involved 12 employees. The figure 12.5 means that grievor Reasin worked 12.5% of all overtime shifts in the north sector. In 1982, there were 31 shifts involving 12 employees and 12.5% on the total of shifts equals 3.87 shifts.

It was noted by counsel that the date of checkout was different for each employee. "Checkout" is the time when an air traffic controller passes all necessary tests to show that he is able to meet the demands of a particular air traffic control position. Hence, it is the time the controller can go back to work.

The record of overtime shifts worked in the east sector was filed as exhibit 5. This document concerns grievors Batchelor (referred to as JA) and Gauthier (referred to as FX) and it is as follows:

GRIEVORS: BATCHELOR & GAUTHIER

TORONTO AIR TRAFFIC CONTROL FACILITY

OVERTIME SHIFTS WORKED "EAST" SECTOR

Month	No. of Shifts	1 9 8 1			1 9 8 2			
		Employees	Grievor	%	Shifts	Employees	Owed JA	Owed FX
Dec (80) from 19th	23	16	0 JA 1 FX	0 4.34	66 Dec(81)	25	-	2.86
Jan.	131.5	34	6 JA 4 FX	4.56 3.04	168	31	7.66	5.10
Feb.	183.5	33	4 JA 8 FX	2.17 4.35	171	31	3.71	7.43
Mar.	201.5	34	5 JA 7 FX	2.48 3.47	168	30	4.16	5.82
Apr.	210.5	34	5 JA 9 FX	2.37 4.27	155	30	3.67	6.61
May	206	33	5 JA 8 FX	2.42 3.88	116	31	2.80	4.50
June	211.5	34	6 JA 8 FX	2.83 3.78	113	28	3.19	4.27
July	184	31	1 JA 10 FX	.54 5.43	95	23	0.51	5.15
Aug.	163	31	4 JA 5 FX	2.45 3.06	81	22	1.98	2.47
Sept. JA 8th	58	28	2 JA	3.44	14	11	0.48 (Total 26.88)	
Sept. FX 11th	82	29	3	3.65	19	14		0.69 (44.9 )
PERIOD TOTALS:	JA 1572.5 FX 1596.5		38 63	2.41 3.94	1147 1152		27.64	45.38

Exhibits 6, 7 and 8 were filed. The first relates to grievor Gauthier, the second to grievor Batchelor and the third to grievor Reasin. They are as follows:

Exhibit 6

F. GAUTHIER

If overtime shift paid as per claim.

ie. December 19, 20, 21, 28, 29, 30 January 6

7 shifts @ 8.92 = 62.44 X 2 = 124.88

The period of percentage would then be from February to September 11 as follows:

1981:

No. of Shifts Worked	1,442
No. of Shifts Worked by Grievor	58
% of Shifts Worked by Grievor	4.02

1982:

No. of Shifts Worked	918
% of Shifts Worked @ 4.02%	36.90

TOTALS:

Shifts	Hours	Conv.	Rate	
7	8.92	62.44 X 2	=	124.88
36.90	8.92	329.14 X 1.5	=	493.72



Exhibit 7

J. BATCHELOR

If overtime shifts paid as per claim

ie. January 27 and 28

$$2 @ 8.92 = 17.84 \times 2 = 35.68$$

The period of percentage would then be from February to September 8 as follows:

1981:

No. of Shifts Worked	1,418
No. of Shifts Worked by Grievor	32
% of Shifts Worked by Grievor	2.25

1982:

No. of Shifts Worked	913
% of Shifts Worked @ 2.25%	20.54

TOTALS:

Shifts	Hours	Conv.Hrs.	Rate	
2	8.92	17.84	X 2	= 35.68
20.54	8.92	183.23	X 1.5	= 274.85

Exhibit 8

C. REASIN

If overtime shifts paid as per claim

ie. December 24, January 11 and 12

$$3 @ 8.92 = 26.76 \times 2 = 53.52$$

then period of percentage would be from February to September as follows:

1981:

No. of Shifts Worked	895
No. of Shifts Worked by Grievor	47
% of Shifts Worked by Grievor	5.25
(Excluding September 8, 81)	(5.33)

1982:

No. of Shifts Worked	794	X	5.25%	=	41.68
Excluding September	775	X	5.33%	=	41.30.

TOTALS:

Shifts	Hours	Conv. Hrs.	Rate				
3	8.92	26.76	X	2	=	53.52	
41.68	8.92	371.78	X	1.5	=	557.67	

Concerning exhibit 6, grievor Gauthier had a busy scheduled overtime in December 1981. Gauthier was scheduled to work overtime and the figure of 124.88 was conceded. September 11 is the date of checkout for Gauthier. 1442 on exhibit 5 is from February to September 11. The figure of 36.90 shifts of overtime in 1982 is instead of 58 the year before. It was agreed by counsel for the employer that up until May 28, 1982, the overtime worked could have been double time but not after that. For the east sector, in June, 61% of all overtime worked was at one and a half times, 26% at double time and 13% at two and a half times. In July, 51% was at one and a half times, 28% at two times and 21% at two and a half times.

Concerning exhibits 7 and 8, the figures of 35.68 and 53.52 were also admitted by counsel.

A summary of the relevant dates relating to each grievor was filed by consent as exhibit 9.

The employer also agreed through counsel:

1. That had the grievors not been discharged, they would have continued to make themselves available in the same manner that they had in the comparable period in 1980 - 1981.
2. And that their percentage participation rate would therefore have been that contained in exhibits 6, 7 and 8.
3. Summarizing, the rate at which they would have been paid would have been double time for all shifts to the end of May and between June and September whatever the comparable rates were that their colleagues in their sector were being paid.

Counsel stated that no other evidence would be adduced concerning the question of overtime.

Second issue: monies earned for part-time work

The three grievors testified.

Grievor Reasin declared that one and one half months after being discharged, he took a real estate course which lasted for three and one half months at a cost of \$800. He then joined a real estate agent by the name of NATCO and worked for two and one half months. NATCO, at that time, went bankrupt. Reasin incurred some expenses including expenses of \$250 and \$189. He deducted all the expenses that he had incurred in the amount of \$4000. He was, for income tax purposes, in a 50% bracket. He also drove about 2000 kilometres. He earned no income whatsoever while he was working as a real estate agent.

After NATCO went bankrupt, he worked for the Canadian Broadcasting Corporation. He did ten days of part-time work as a technical expert in a series called "Moving Target". It was a documentary drama. He was on camera and also acted. He had a few lines to say. He worked 10 - 12 hours per day for 10 days. He was paid \$1674. With CBC, he had his work scheduled in advance. Based on experience, even if he had been working full time as an air controller, he would have been able to undertake the same obligation with CBC. Other controllers have been doing it. Three other controllers also participated and two of them were working as air controllers. This was done in July. Prior to doing this, he had never done part-time work. Since being reinstated, he has become involved in a business venture and he has associated himself with another controller and their two wives. He is putting 20 or 25 hours of work each week in this business venture.

Under cross-examination, grievor Reasin stated that he received no payment of any sort while he was suspended. He did not receive any unemployment insurance benefits. He was lent money by CATCA to cover his salary. He made no commission after being reinstated. He had never worked for the CBC before. He was called and offered to work at CBC by Wayne Berry. It is possible that Berry called him because he was unemployed. He had never been involved in television before.

When I questioned him, grievor Reasin added that his work at CBC was done within a two week period. He was working from 7 a.m. to 4 - 5 p.m. At the time, he could have worked night as an air controller and he could have taken holidays also.

Grievor Gauthier also testified. He stated that he made efforts to find other employment. He applied to a few jobs and he applied to go to Saudi Arabia. His application was turned down. He also worked as a silent partner for CBC in the above series. He earned \$747. He worked

about 10 days. He had never done any part-time work before.

Under cross-examination, grievor Gauthier said that he had been called by a young lady from CBC. He had no experience. It is true that in this series the air controllers were critical of management and of the equipment. No member of management was involved in the series.

Grievor Batchelor testified that he also made efforts to obtain employment elsewhere. He visited the British and Australian Consulates as well as Air Canada and ICAO. He received no income whatsoever during his suspension.

#### ARGUMENTS

Counsel for the grievors argued that the claim is for just compensation. The basic premise is in the decision of arbitrator Weatherill in Firestone Steel Products of Canada and United Automobile Workers, 6 L.A.C. (2d), 18, which was issued in 1974. The remarks at pages 19 and 21 are important. There is a significant amount of jurisprudence to the same effect. Article 15.03 of the collective agreement stipulates that there has to be an equitable distribution of overtime. Other cases worth reading are Re C.H. Baum & Son and United Brotherhood of Carpenters & Joiners of America, local 2486, 1 L.A.C. (2d) 236, Miller v. Canadian National Railways, 80 C.L.L.C. 16049, Re Rebmec Industries, Division of Indal Products Ltd. and United Steelworkers, local 2729, 2 L.A.C. (2d) 313 and Dhillon (Board file: 166-2-9238). There is no doubt that each grievor is entitled to be compensated. Grievor Reasin is entitled to about \$30,000. Concerning the money earned from work at CBC, there is a duty to mitigate as decided in the Firestone (supra) case. If you mitigate, you deduct. An air controller has a great deal of free time. The air controllers would have been able to do that work on a

part-time basis. They are entitled to that money. The employer had no right in deducting what was paid by CBC. Grievor Reasin incurred expenses and if this were a civil court, he would be compensated. It is acceptable to include anything that he paid including his mileage but not the car. It is acceptable to deduct 50% since he is on a 50% bracket.

Counsel for the employer stated that grievor Reasin is now a real estate agent and that he therefore has a second profession. There is no doubt that the grievors obtained their job at CBC because they were unemployed. The three other controllers were perhaps actors and they might have done this before. The grievors involved with CBC were doing part-time work for the first time. Reference is made to the Personal Manual, P.C. 1973, more particularly to article 2(f). If the grievors had complied with the guidelines, they would not have participated in this series. Had they been employed and had they asked permission, it would have been refused. The normal thing is to mitigate and the general rule unless proven otherwise is that any income should be deducted. The burden is on the grievors to show income should not be deducted. The arbitrator has discretion as to the amount which should be paid and the employees should not benefit. The original decision rendered in this case was prima facie correct but it is clear that the penalty was nevertheless reduced in view of errors committed by the employer. The employees do not have clean hands. In common law, it is said: "He who comes to equity must come with clean hands". The nature of the misconduct should not be forgotten and the grievors should not be given the benefit of any doubt. The regular pay has already been paid. This is the first time outside the Post Office that an adjudicator is called upon to award overtime. Awarding overtime would be to punish the employer. The arbitrator's discretion in this particular case should be exercised against the employees. It has to be kept in mind

also that the only case with a similar issue is with the Post Office where there is a special provision in the collective agreement. Reference is made to Jennings (Board file: 166-2-3178). What is protected under the collective agreement is the opportunity for the employee to avoid overtime and not to make overtime. In Dhillon (supra), there is a provision providing for opportunity to work overtime. There is no such provision in the air controllers' agreement. The grievors are not the victims of the provision of a collective agreement. Justice was already done in the very short suspensions they received and the grievors were compensated adequately when they received their regular salary. It would be inequitable to award more. Counsel for the employer moved that the decision should be to the effect that the employees have already been compensated.

Counsel for the grievors replied that the employer is trying to reargue the case. All those other employees who were suspended for only one day for a similar act of misconduct benefited from overtime. The penalty, here, was excessive. We cannot, today, turn a three-day suspension into a ten or fifteen day suspension by not allowing overtime. The decision should confirm what should be good management practice.

#### REASONS FOR DECISION

This decision relates to the compensation to be paid to the grievors who after having been discharged, were reinstated with only short term suspensions of three (grievors Gauthier and Batchelor) to five days (grievor Reasin).

As above mentioned, the grievors were terminated on December 19, 1981. They were reinstated on three dates, grievor Gauthier on September 11, 1982, grievor Batchelor on September 8, 1982 and grievor Reasin on September 5, 1982.

My understanding is that the salary itself has already been reimbursed to the grievors. Other items in dispute have also been resolved. The only issues on which I am asked to arbitrate are that of lost opportunity for overtime and monies earned for part-time work.

It has been held that "...the basic purpose of an award of damages in a grievance arbitration is to put the aggrieved party in the same position he would have been in had there been no breach of the collective agreement." (Canadian Labour Arbitration, Brown and Beatty, no. 2:1410, p. 52).

In Re International Chemical Workers, local 346 and Canadian Johns Manville Co. Ltd. (1971) 22 LAC 396, arbitrator Weiler wrote as follows, at pages 397 and 398:

Stated in the abstract, the relevant principle is quite clear. The purpose of damages for breach of contract is not to punish but to compensate, and the function of compensation is to place the aggrieved party in a monetary position as near as possible to that in which he would have been had the contract been performed.

Arbitrator Weatherill also stated the following in Re Firestone Steel Products of Canada and United Automobile Workers, local 27, unit 7 (supra), at p. 19:

The general rule relating to compensation in cases such as this is that the aggrieved person is to be placed, as nearly as possible, in the position he would have been in, had it not been for the wrong done to him. Here, the wrong, as has been found, consisted in discharging the grievors, rather than suspending them for a period of one month.



Had there simply been a one-month suspension, the grievors would have continued to accrue seniority, to enjoy the benefits of the welfare provisions of the collective agreement, and, after July 6, 1973, to make the earnings, including incentive earnings and overtime earnings, which would have been open to them until the time of their reinstatement.

It does not mean by way of consequence that the compensation to a grievor ought to be unlimited and unrestricted. In McGregor on Damages, 14th ed. (1980), the following opinion is expressed at pages 8 and 9:

...the rule is that the plaintiff is entitled to be placed, so far as money can do it, in the same position as he would have been in had the contract been performed.

The general rule is however only a starting point, for upon it a number of important limits are engrafted which may result in the plaintiff recovering less than the amount which would put him in the position he would have been in had the tort or breach of contract never been committed. Rigorously to insist upon such full compensation would be too harsh upon defendants. The loss for which the plaintiff will be compensated is cut down by a variety of factors: thus he cannot recover damages for that part of the loss due to his contributory negligence, nor for such loss of which the defendant's conduct is not the cause, nor for such loss which is not within the scope of the protection of the particular tort or contract, nor for loss which he should have avoided, nor for loss which is too uncertain, nor for some past or prospective losses. These factors are all given extended consideration: many of them are frequently grouped under the compendious term "remoteness of damage."

Nadeau, in *Traité de Droit Civil du Québec*, vol. 8, submits a similar opinion, when he states at no. 578, p. 499:

En matière contractuelle, qu'il y ait eu dol ou pas, les dommages-intérêts dus au cas d'inexécution de l'obligation "ne comprennent que ce qui est une suite immédiate et directe de cette inexécution" (art. 1075 C. civ.).

Applying the above general rule and the ensuing principles, I am of the opinion that concerning the first issue the grievors are entitled to compensation for lost opportunity for overtime. The evidence is to the effect that had the grievors not been discharged, they would have continued to make themselves available in the same manner that they had in the comparable period in 1980-1981. It was admitted also that the grievors' percentage participation would therefore have been that contained in exhibits 6, 7 and 8.

My opinion on the basis of the evidence before me is that the grievors are entitled to the following overtime shifts:

F. Gauthier            Dec. 1980 and Jan. 1981: 4 shifts  
                              Feb. 1981 to Sept. 11, 1981: 36.90 shifts

(I am not allowing the dates of Dec. 19, 20 and 21 as I consider that the grievor was then serving or should then have served his short-term suspension.)

J. Batchelor            Dec. 1980 and Jan. 1981: 2 shifts  
                              Feb. 1981 to Sept. 8, 1981: 20.54 shifts

C. Reasin                Dec. 1980 and Jan. 1981: 3 shifts  
                              Feb. 1981 to Sept. 5, 1981: 41.68 shifts

The above shifts should be paid in accordance with the rate provided for in the two collective agreements which prevailed and in

accordance with the parties' admission, that is at double time to the end of May and between June and September, at whatever the comparable rates were that their colleagues in their sector were paid.

Referring to the second issue and relying once more on the above rule and principles, I cannot convince myself that grievor Reasin is entitled to a reimbursement during about six months of the costs which he incurred in connection with a course and unproductive employment in real estate. He himself admitted that he used the expenses to reduce his taxable income. It seems to me that the employer cannot be blamed or held responsible for the expenses in question and that such loss is too remote and cannot be considered as a direct and immediate loss. The duty to mitigate does not mean in my opinion that pending arbitration, the grievor has to return to school to learn another trade or go into a business venture with no reasonable expectation of benefits. If the grievor does so, it is at his own peril and risk and he cannot ask his employer to contribute to the expenses which he will have incurred. It seems to me also that the grievor in the present case chose to follow a path which adds to his general edification and which could benefit him financially at a later date.

I turn now to the last matter in dispute, that is the monies earned at CBC by grievors Reasin and Gauthier for their participation as, respectively, a technical expert and a silent partner. I doubt that the grievors would have been able to do this work during a period of ten days in July without either refusing overtime shifts or taking holidays. As the matter stands, and unless the present decision is reversed, both grievors will be paid for lost opportunity for overtime and they are still entitled to their holidays. According to the evidence, the grievors have earned respectively the sum of \$1674 and \$747 while working for CBC and the employer is justified in wanting to

deduct these amounts from their salaries. I do not have to ask myself if the grievors obtained the work at CBC because they were already unemployed nor do I have to decide if the grievors would have obtained their employer's permission to participate in the series, if they had still been employed. Both questions are irrelevant to the problem.

Summing up, my decision on the first issue is that the grievors should be compensated for lost opportunity for overtime. On the second issue, grievor Reasin is not entitled to a reimbursement of the expenses incurred when he took a real estate course or became a real estate agent. The employer is also justified in deducting from the salaries paid to grievors Reasin and Gauthier the monies earned when they worked for CBC during their suspension.

Once again, I will retain jurisdiction to deal with any further dispute resulting from the implementation of this award.

J. Maurice Cantin, Q.C.  
Vice-Chairman

OTTAWA, November 28, 1983