

**TORONTO COMPUTER LEASING INQUIRY
CONTRACT MANAGEMENT OFFICE INVESTIGATION
CITY OF TORONTO REPLY SUBMISSIONS**

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PART I - Overview and Introduction

1. The City has reviewed the submissions filed by counsel for Kathryn Bulko and counsel for Paula Leggieri. The City does not intend to reply to Ms. Bulko's submissions. Many of the submissions filed on behalf of Ms. Leggieri are intemperate and unsubstantiated; they depend more on rhetoric than on a careful review of the evidence. The City reiterates its submission that the Commissioner should find that Ms. Leggieri suffered no adverse employment consequences because she cooperated with the Inquiry or its counsel. Nothing about the City's dealings with Ms. Leggieri has harmed, or was intended to harm, the Inquiry process.
2. The City's reply will roughly track the order of Ms. Leggieri's submissions.

PART II - Reply to Ms. Leggieri's Submissions

A. *Ms. Leggieri's Introduction: Paragraphs 1 to 17*

3. The City rejects Ms. Leggieri's characterization of the motive behind City's investigation and the evidence it led at the Inquiry. There was no 'campaign;' Ms. Leggieri was never in anyone's 'cross-hairs.'
4. The City desired to get to the bottom of Ms. Leggieri's allegations and conducted a thorough and impartial investigation of her claims. The City denies that its conduct during this investigation was designed to intimidate or threaten City employees or witnesses at the Inquiry. There is no evidence to support this characterization of the City's investigation. It is a bald assertion and nothing more.
5. The City provided to Commission Counsel affidavits from many of the City employees that were interviewed during this investigation. Ms. Leggieri's submissions confuse the role of the City in investigating the allegations and the role of Commission Counsel who called the witnesses and led most of the evidence.

6. The City rejects Ms. Leggieri's contention that senior City employees attempted to mislead the Inquiry. The City employees who appeared all testified truthfully and made a meaningful attempt to assist the Commissioner.

B. Paragraphs 18 to 43

1. Ms. Leggieri's job performance is irrelevant

7. Whether or not Ms. Leggieri was good at her job of Supervisor Technology Leasing Administration, Coordination and Approvals ("Leasing Supervisor"), is irrelevant to this phase of the Inquiry. The City did not dismiss Ms. Leggieri for cause. Her position was eliminated because it was redundant. To paraphrase Ms. Leggieri, 'no more leasing meant no more Leasing Supervisor'.
8. To bolster her submission that the City treated her unfairly during its investigation, Ms. Leggieri complains that Mr. Di Brina's affidavit made no reference to his evaluation of Ms. Leggieri as a fair and hardworking boss. The evidence is to the contrary. Paragraph 11 of Mr. Di Brina's affidavit read:

I reported to Paula Leggieri before she went on sick leave. I have reported to Kathryn Bulko since then. Ms. Leggieri was a professional supervisor who did her job. She provided me with clear direction, guidance and support. She always helped me solve problems. Ms. Leggieri and I developed a close and informal relationship.¹

2. Ms. Leggieri received straight answers on her employment status

9. The City's original submissions dealt with this point in great detail and the City relies on those submissions.
10. The City did not assemble a "team" to respond to Ms. Leggieri's requests for information. Mr. Allain explained to Ms. Groskaufmanis

¹ Affidavit of Felix Di Brina, paragraph 11; Di Brina Testimony, 06/19/2003, 110:16 to 110:21.

precisely why he copied several City employees on his e-mails concerning Ms. Leggieri:

12 Q: If I could take you, first, to a couple
13 documents that we've already looked at and I'd like to
ask
14 you some questions about them. They're in Kathryn
Bulko,
15 Volume I and the first document I'd like to take you to
is at
16 Tab 66.
17 A: 66?
18 Q: 66, and it's document number 63783.
19 That's the number at the top of the page. This is an
e-mail
20 from you to Kathryn Bulko and it's copied to a
number of
21 people, Alan Deans, Michael Martosh and James
Ridge, and the
22 date of this e-mail is December the 20th, 2002.
23 I'm not so concerned about the text of the
24 e-mails but could you explain to me why it's copied to
Mr.
25 Deans, Mr. Martosh and Mr. Ridge?

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1 A: It's copied to Mr. Deans because Mr.
Deans
2 is my director and this is simply to just keep him in the
3 loop. If he were to have any discussions or to hear of
this
4 situation through any other chain of command in that
he would
5 at least be somewhat knowledgeable about it. That's
-- that
6 was the reason for copying my immediate director.
7 And Michael Martosh -- Michael Martosh is
the
8 lawyer with the City and I was sending this to Michael
for
9 him to have a look at to see if he had any concerns
with the
10 choice of words that I had used here and James
Ridge, because
11 he's the Executive Director in IT, it's my client.
12 Q: Is it your usual -- bo -- all those three
13 (3) people seem fairly senior. Is it your usual practice
to
14 copy a response -- a proposed response to an
employee to your

15 boss and to someone in City Legal?
 16 A: It would depend on the circumstances
 and
 17 in these circumstances I had determined that I should
 -- that
 18 I wanted to get input from Michael Martosh and
 keeping my --
 19 my sup -- supervisor director in the loop is not
 unusual.
 20 Q: What was unique about these
 circumstances?
 21 A: Uniqueness of the circumstance here
 was
 22 that as we discussed in some of my earlier testimony,
 the
 23 employee was absent due to illness, her position was
 going to
 24 be terminated -- her actual position was going to be
 25 deleted, her own personal situation was still
 undetermined at

00242

1 this time and she was asking some very specific
 questions and
 2 I was trying to be very careful about how I was
 communicating
 3 information to her.²

3. The reconciliation of the sale and lease-back transaction is a matter for the main part of the Inquiry

11. The City reiterates its submission that questions surrounding the sale-lease back transaction or the July 2000 lease re-writes should be addressed during the main phase of the Inquiry.
12. Lana Viinamae will be testifying sometime during September or October. No doubt she will have useful evidence to provide to the Inquiry. Ms. Leggieri's submissions fault the City for not calling Ms. Viinamae during the week of June 16, 2003. Ms. Leggieri has again confused the role of Commission Counsel and counsel for the City. There is no evidence that Ms. Leggieri asked Commission Counsel to call Ms. Viinamae during this phase of the Inquiry. There is no basis to draw an adverse

² Allain Testimony, 06/19/2003, 240:18 to 242:3.

inference against the City. The proposition put forward in Ms. Leggieri's submissions simply ignores the Inquiry's Rules of Practice.

C. Ms. Leggieri's employment status was not adversely affected by her cooperation with Commission Counsel

13. Ms. Leggieri's suffered no consequences for cooperating with Commission counsel.
14. As stated in paragraph 10 above, the City did not assemble a team to respond to her concerns. Mr. Allain offered a perfectly credible explanation for why several staff members were copied on the e-mail discussion preparing a response to Ms. Leggieri's request.
15. Paragraphs 49 to 52 of Ms. Leggieri's submissions suggest that Mr. Ridge did not involve the Human Resources Department until Ms. Leggieri sent her January 17, 2003, e-mail message. Thus, on Ms. Leggieri's theory, the fact that the "team" was involved in December is proof that the deletion of Ms. Leggieri's position was not routine.
16. In fact, Mr. Ridge suggested to Ms. Bulko that it was "time to get HR involved" with Ms. Leggieri's request in an e-mail dated December 16, 2002.³ Mr. Ridge obtained Mr. Allain's assistance in December and Mr. Allain decided to copy e-mails to various City staff for the reasons stated above. There was nothing unusual about this approach.
17. Ms. Leggieri also attempts to make a great deal of Mr. Ridge's February 17, 2003, e-mail to Joan Anderton in which he wrote "I have received a copy of a letter sent this morning to Diana Dimmer re: Paula from her lawyer...It makes the same allegations that Paula has been making in her e-mails; she was fired without proper termination process, this is a punitive step and linked to MFP, etc."

³ COT063232, Kathryn Bulko Documents, Volume 2, Tab 32.

18. Ms. Leggieri insists that the Commissioner restrict herself to “the plain wording” of this e-mail and conclude that the City knew that Ms. Leggieri’s employment status was related to her involvement with Commission Counsel even *before* Ms. Leggieri first raised the allegation.
19. The problem with the “plain-wording” theory is that Mr. Ridge’s e-mail is clearly in error. There were no prior e-mails in which Ms. Leggieri raised the allegation that her employment status was linked to her cooperation with Commission Counsel. Everyone agrees on that point. The letter from Ms. Leggieri’s lawyer could not be making the “same allegations that Paula has been making in her e-mails” because there were no such e-mails. Mr. Ridge offered a reasonable, credible explanation for his e-mail.
20. The City relies on its earlier submissions to respond to the issues surrounding the filling of the position of Supervisor of Licences. Whether or not Ms. Leggieri competently performed her job is irrelevant to whether or not she should have been permitted to apply for another, different job. Whatever Ms. Marks may think of the Supervisor of Leasing position, Mr. Ridge created the position and, as Executive Director of I&T, he is best positioned to articulate the necessary job skills and qualifications.

D. Ms. Bulko did not threaten Ms. Leggieri

21. The City reiterates its earlier submissions: Ms. Bulko did not threaten Ms. Leggieri.

E. Ms. Bulko’s alleged relationship with Mr. Domi

22. The City submits that Mr. Domi’s relationship with City staff, including Ms. Leggieri and Ms. Bulko, is properly the subject of the main phase of the Inquiry.

23. The City submits that paragraphs 12 and 13 of Ms. Bulko's submissions adequately address the issue of the use of the term "boyfriend."
24. Ms. Leggieri's suggestion that Mr. Ridge's testimony (he heard Ms. Bulko use the phrase "boyfriend") is the product of a "City playbook" is offensive. There is no evidence to support this charge and Mr. Ridge was not cross-examined on this point. This groundless attack on Mr. Ridge's motives and credibility ought not to have been included in Ms. Leggieri's submissions.

Part 4 – Conclusion

25. The City submits that the Commissioner should find that Paula Leggieri did not suffer any adverse employment consequences because she cooperated with the Inquiry or Commission Counsel.
26. The Commissioner should find that the Inquiry process was not compromised by the City's dealings with Ms. Leggieri and that there was no attempt by any City employee to compromise the Inquiry process.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

August 20, 2003

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