

TORONTO COMPUTER LEASING INQUIRY

The Honourable Denise Bellamy, Commissioner

Ruling

Regarding Allegations made by Paula Leggieri

Introduction

Paula Leggieri was the Leasing Supervisor in the City of Toronto's Contract Management Office (CMO). The CMO was created in early 2000 to centrally manage the City's information technology needs. Ms. Leggieri worked full time administering the computer leases between the City and MFP Financial Services Limited (MFP). Performance appraisals show she did a good job. Her CMO manager was Kathryn Bulko.

As part of its mandate, this Inquiry must examine the CMO's work on the MFP leases. To that end, Commission Counsel interviewed numerous witnesses, including Ms. Leggieri who was interviewed on July 24, 2002. On April 9, 2003, Ms. Leggieri began her testimony at the Inquiry and made the following two serious allegations. First, Ms. Leggieri said Ms. Bulko threatened her. Ms. Leggieri alleges that before her interview with Commission Counsel, Ms. Bulko told her that if she did not tell Commission Counsel what Ms. Bulko wanted her to say, Ms. Leggieri would be in serious trouble. Second, Ms. Leggieri alleges she lost her position with the City because she co-operated with Commission Counsel, and with an investigation conducted prior to the establishment of the Inquiry by the forensic accounting firm KPMG.

If Ms. Leggieri's allegations are true, a staff member at the City has attempted to prevent a witness from fully disclosing to the Inquiry all relevant information. This would constitute very serious wrong-doing that would subvert the interests of justice and jeopardize the integrity of this Judicial Inquiry.

CONCLUSION

Because these allegations are so serious, I dedicated a week of Inquiry time to this issue. I am releasing this Ruling so that my decision will be known now, rather than await the release of the final report. A timeline of important dates is included in Appendix A. In these reasons, I will not discuss the CMO's role in the MFP transactions as all the evidence on this issue has not yet been tendered, nor have the lawyers submitted their final submissions to the Inquiry. I will deal with that in my final report.

I have concluded that Ms. Bulko did not threaten Ms. Leggieri, and that Ms. Leggieri did not lose her position at the City for co-operating with this Inquiry or with KPMG.

Ms. Leggieri's Evidence in April 2003 and the Inquiry's Response

The allegations made by Ms. Leggieri in her April testimony are summarized by her lawyer as follows:

Ms. Leggieri believed she had done a good job in the position of Supervisor of Computer Leasing.

In the fall of 2002, Ms. Leggieri became very concerned she would lose her job as a result of discussions with her superior, Kathryn Bulko. Ms. Leggieri complained that she was unable to obtain a clear answer about the status of her employment for a number of months, despite written requests.

Ms. Leggieri came to the conclusion that the problems with her employment and her inability to obtain a clear explanation from the City were connected both to her co-operation with Commission Counsel and her prior co-operation with KPMG.

This belief stemmed, in part, from the fact that after interviews both with KPMG and Commission Counsel, she was aggressively "debriefed" by Ms. Bulko. Also, prior to the interviews, she had been threatened by Ms. Bulko with negative consequences if she told the interviewers about Ms. Bulko's involvement in the leasing program prior to 2000.

Ms. Leggieri also testified she encountered difficulty in her dealings with MFP and that Kathryn Bulko was not helpful in resolving these issues, such as the discrepancies Ms. Leggieri discovered in the sale-and-lease-back schedules.

Ms. Leggieri believed that Ms. Bulko's close relationship with Dash Domi of MFP was an obstacle to the resolution of these issues in an appropriate and professional manner.

Commission Counsel was not informed of the details of these allegations until a few days before Ms. Leggieri was scheduled to testify. After her testimony in April, Inquiry hearings were adjourned for a week. Hearings resumed on other matters while a comprehensive investigation took place. This process inevitably occasioned some disruption and delay, but I am satisfied it was necessary, as it enabled everyone to fully present their views on these serious allegations. Many witnesses were interviewed, and hundreds of additional documents were obtained and disclosed. Commission Counsel solicited Ms. Leggieri's input during the investigation. Her counsel conveyed information to Commission Counsel and identified a potential witness. That person testified.

Ms. Leggieri's testimony regarding these allegations resumed on June 16, 2003. The documents presented by Commission Counsel in June and Ms. Leggieri's response to them, contrasted starkly with her earlier evidence in April in which she stated that she lost her position at the City for co-operating with the Inquiry and KPMG. Documents filed in June, many of which were e-mails sent by Ms. Leggieri, show she was fully aware her position was disappearing as a direct result of the City's decision to end the computer leasing program. Ms. Leggieri's e-mails show she knew she needed to find another job. In all these communications, there is no suggestion of a threat by Ms. Bulko, or of retaliation by the City for Ms. Leggieri's co-operation with either this Inquiry or KPMG. Not once is the Inquiry mentioned. When confronted with these

revealing documents, Ms. Leggieri was intransigent, unresponsive and unpersuasive. I was troubled by her testimony on this critical issue. This caused me to approach her allegations with caution.

Having said that, I also approached Ms. Leggieri's evidence aware of her difficult personal circumstances. She is a young single mother who performed well for the City. In 2002-2003, she suffered the understandable stress and anxiety of having her position declared redundant. She has been on sick leave since November 26, 2002. The City has not communicated with her as promptly as she would have liked. Her physical detachment from her workplace and the City's inadequate communication with her regarding her job have undoubtedly deepened her suspicions and distrust of the City.

Whether Ms. Bulko Threatened Ms. Leggieri

The City's concerns about the contract with MFP together with Council's decision to hold a public inquiry were widely reported in the media. In that context, it does not surprise me that employees interviewed by Commission Counsel would discuss their interviews with co-workers and supervisors both before and after they occurred. I accept the evidence of Ms. Bulko and Ms. Leggieri that they spoke about Ms. Leggieri's interview. The only question is whether Ms. Bulko threatened Ms. Leggieri. There are five equally important reasons why I am satisfied she did not.

1) The Context of the Alleged Threat

In the context of Ms. Leggieri's workplace at the time, her allegation that Ms. Bulko threatened her does not make sense. Line Marks also worked with Ms. Bulko on the MFP leases from their inception in 1999, even before Ms. Leggieri became involved. Ms. Marks testified she was not threatened by Ms. Bulko, and I believe her. Threatening Ms. Leggieri would accomplish nothing for Ms. Bulko, because Ms. Marks remained free to tell Commission Counsel about Ms. Bulko's involvement with MFP. Ms. Bulko's threat to Ms. Leggieri, if it existed, was at best an isolated one, in circumstances in which such a threat was futile. It was especially futile given that Jim Andrew and Lana Viinamae, who were senior to Ms. Bulko, were also well positioned to know of Ms. Bulko's involvement. I do not believe Ms. Bulko did something so obviously self-destructive and futile.

2) Ms. Leggieri's Silence

The investigation of Ms. Leggieri's allegations revealed that she was a prolific e-mailer. Importantly, her e-mails before and after her July 24 interview with Commission Counsel contain no reference to Ms. Bulko's alleged threat. I conclude that there is no such reference because there was no threat.

I do not simply assume that Ms. Leggieri should have raised an immediate hue and cry if she was truly mistreated by Ms. Bulko. Such an assumption may overlook a power imbalance in the employment relationship that prevents prompt complaint (although I note parenthetically that the relationship of co-workers and superiors in the CMO was exceptionally collegial). Perhaps a wiser initial assumption is the opposite: if she had been threatened, Ms. Leggieri would have no

option but to await a safe time to complain. Is there anything in the evidence to counter this initial assumption? In my view, there is: the e-mails sent by Ms. Leggieri to confidantes.

The exhibits show Ms. Leggieri used e-mail to send her private thoughts to people she trusted: her mother, her boyfriend, friends, co-workers, a City Councillor, even one of her staff. Interestingly, she also sent e-mails to her Hotmail account about office issues she considered important. She did not hesitate to use e-mail to write unflattering comments about her boss, Ms. Bulko, nor about Ms. Bulko's superior, James Ridge. In the presumed confidentiality of electronic correspondence to trusted confidantes, she spoke her mind. She revealed what was troubling her when it was fresh. Based on Ms. Leggieri's demonstrated pattern of regular and frequent communication, at a time when she had no reason to assume anyone would be reviewing her e-mail, I would have expected some reasonably contemporaneous reference to a serious threat calculated to obstruct a judicial inquiry, especially as it was one that would also significantly affect her livelihood and her ability to support her child. It is that very absence that contributes to my belief there was no threat.

Apart from her e-mail correspondence, Ms. Leggieri had an unusually close business relationship with Felix Di Brina, a member of her staff who reported directly to her. They spent work breaks and lunch together. They spoke by phone every night. Their communications were relaxed and frank. Despite their close working relationship, she never once told him she was threatened by Ms. Bulko. Mr. Di Brina was a very forthright witness, whose obvious friendship with Ms. Leggieri did not diminish his candour. He had a persuasively detailed recollection of events and I accept his evidence without reservation.

3) How and When the Threat Allegation Surfaced

The City first learned of Ms. Leggieri's allegation of a threat in a letter written by Ms. Leggieri's lawyer to the City on February 12, 2003. This was more than six months after her interview with Commission Counsel and sixteen months after her interview with KPMG. At the time the City received this letter, Ms. Leggieri had been on sick leave and away from work for months.

Mr. Orr, counsel for Ms. Leggieri, asserts that the City's communication with Ms. Leggieri was inadequate. I agree. By mid-January 2003, it would appear both sides sensed that litigation loomed, and that they needed to speak carefully. No doubt Ms. Leggieri's sick leave complicated the resolution of her employment situation; however, the City should have been more diligent in its communications with her in January 2003. While the City did respond to her frequent and anxious requests more quickly than she suggested in the witness box, it appears City personnel were not sufficiently organized or informed to communicate promptly with Ms. Leggieri, which she deserved. Even in the witness box in June, Ms. Bulko, as her manager, demonstrated irresponsible ignorance of Ms. Leggieri's termination entitlements.

Because of the inadequate communication from her employer and her concerns for her health and livelihood, one can understand how Ms. Leggieri could recast past events in a more sinister light. In my view, that is what happened. In early 2003, when Ms. Leggieri made the threat allegation, she was distorting past events by reviewing them through the prism of her difficult personal circumstances and her deteriorating relationship with the City. Furthermore, it seems she thought there was a connection between the City's firing of Ms. Viinamae and her own situation. I saw no such connection.

Finally, on the subject of timing, while Ms. Leggieri's allegations were made known to the City in February, her lawyer inexplicably did not provide any details to Commission Counsel until April, almost two months later. It is troubling that Ms. Leggieri, with the assistance of legal counsel, would allege that she lost her position for co-operating with the Inquiry, and then refrain from immediately advising the Inquiry. This failure could lead to the perception that the allegations are "bargaining chips" in her negotiations with the City.

4) Internally Inconsistent Evidence

Ms. Leggieri's evidence is internally inconsistent and detracts from her allegations against Ms. Bulko in two important respects.

First, Ms. Leggieri testified that Ms. Bulko treated everyone the same way she was treated. I took this evidence to be an acknowledgement that Ms. Bulko did not single out Ms. Leggieri for any particular mistreatment. None of Ms. Leggieri's co-workers who testified alleged similar threats. Ms. Leggieri's acknowledgement of equal treatment by Ms. Bulko is therefore plainly inconsistent with her allegation of a threat by Ms. Bulko.

Second, Ms. Leggieri testified that during her interview with Commission Counsel she was truthful about Ms. Bulko and her relationship with Dash Domi. In other words, she was not deterred by the alleged threat from Ms. Bulko. Ms. Leggieri also testified that after the interview, she informed Ms. Bulko that she had told the truth. She effectively told Ms. Bulko that she had not been deterred. On receiving the message that her alleged threat attempt had failed, Ms. Bulko said and did nothing. If Ms. Bulko had truly threatened Ms. Leggieri in an attempt to have her lie about Ms. Bulko's relationship to MFP, I would have expected Ms. Bulko to react very differently to the information that her threat attempts had failed.

5) The Relationship between the Two Allegations

Ms. Leggieri made two allegations. She alleges a threat by Ms. Bulko at the time of her interview with Commission Counsel, and she alleges she lost her position for co-operating with this Inquiry. Each must be considered individually because it is possible for the threat to have occurred without the loss of position, and vice-versa. However, on the evidence before me, the two allegations do interrelate. My reasons for concluding that Ms. Leggieri did not lose her position for co-operating with this Inquiry, discussed below, are similar to my reasons for finding Ms. Leggieri was not threatened. The similarities reinforce the conclusions I have reached on both of Ms. Leggieri's allegations.

Mr. Orr submits Ms. Bulko had a motive to threaten Ms. Leggieri because Ms. Bulko wanted to suppress her own role in placing on the MFP leasing schedules items that might be viewed as inappropriate, such as toner, cables, and software upgrades. Addressing this alleged motive would require me to discuss in detail Contract Management Office issues, which must await further evidence and final submissions.

Even if I were to find that Ms. Bulko did misuse the leasing schedules and does have a motive to protect herself, there remains the separate question of whether Ms. Bulko acted on that motive by threatening Ms. Leggieri. Given the futility of the threat, Ms. Leggieri's contemporaneous

silence, and the timing problems, all outlined above, I remain satisfied that even if Ms. Bulko had a motive to threaten Ms. Leggieri, she did not do so.

Did Ms. Leggieri's Employment Suffer for Co-operating with the Inquiry?

Ms. Leggieri testified at the hearings that she believes she has no position with the City because she co-operated with the Inquiry. She believes this because she could not think of any other reason for losing her position:

Q: Do you think the fact that you have, in your mind, that you have no job position, is connected with your co-operation with this Commission?

A: Yes, I do.

Q: Why do you believe that?

A: I believe that, because I can't think of any other reason that I would not still have a job at the City. I've had excellent performance reviews. I've transitioned before and, you know, the IT Division in the City, doesn't normally operate in the way that this was done. HR would --- I can't see them operating in this way and treating me this way as a City employee. I've been there for a very long period of time and I don't think anybody else has been treated this way. Everybody else went and they're still working there and I don't have a job.

Ms. Leggieri arrived at this conclusion after she had been home for months on sick leave. Her conclusion was reached shortly before her lawyer sent the February 2003 letter to the City.

Ms. Leggieri did not begin her sick leave in a positive frame of mind towards the City. In an e-mail to her boyfriend the day before she went on sick leave, she was hostile toward Mr. Ridge. She ends her e-mail with the ominous phrase, "let the games begin".

Ms. Leggieri's conclusion that she lost her position for co-operating with this Inquiry and KPMG was a result of hindsight and reflection. It was an inference she drew, not something told to her. It came without contemporaneous supporting evidence. It came only after a period of illness and employment uncertainty, fed by her hostility as she perceived her relationship with the City disintegrating further. In the isolated, stressful and uncertain circumstances of late January 2003, it appears Ms. Leggieri re-appraised her employment situation by connecting a partial and highly selective sequence of events.

I find Ms. Leggieri's conclusion that she lost her position for co-operating with this Inquiry to be unreasonable and inaccurate. It flies in the face of thirteen significant facts, many of which she herself knew. Those facts are as follows:

1. City Council froze the leasing program in August 2001. In November 2001, it continued the freeze indefinitely. Ms. Leggieri, as Leasing Supervisor, would know this freeze jeopardized her position regardless of her performance. I accept the statement of James Ridge, Executive Director of the Information and Technology Division that "by late 2001, and certainly by early 2002, it was abundantly clear within the Division, and to all of the employees in the Division, that the City would not be doing any future large-scale leasing of computer hardware and software".

2. Ms. Leggieri's e-mail to James Ridge on January 18, 2002 asking about new opportunities for leasing staff, and the possibility of reapplying for other jobs within the City, shows she knew her position was in peril.
3. On March 8, 2002 City Council finalized its budget and rejected Mr. Ridge's request for ten new CMO positions which Mr. Ridge believed were urgently needed. Confronted with this financial dilemma, an appropriate reaction for a manager would be to eradicate redundant positions, such as those in the discontinued leasing program, to free up much needed salary dollars. I accept Mr. Ridge's evidence that this is what he did. This is corroborated by Mr. Ridge's confidential space-planning chart that eliminated Ms. Leggieri's position. In sum, Ms. Leggieri's position was disappearing independently of her co-operation with this Inquiry, well before her July 2002 interview with Commission Counsel. Significantly, the ultimate decision to eliminate this position was made by Mr. Ridge, not Ms. Bulko.
4. Ms. Leggieri's e-mail on September 19, 2002 shows that following a meeting with Ms. Bulko, she was aware that the survival of her position would depend on a City re-organization document, the Finance Model Report, expected the next month.
5. On October 25, 2002, Ms. Leggieri asked for and received the Finance Model Report. The Report recommended purchasing, not leasing, computers. Ms. Leggieri testified she did not read the Report immediately nor did she understand it when she ultimately did read it. I reject this as implausible. Ms. Leggieri knew the Report would affect her future. She asked for it, and, because of its crucial importance to her and her staff, would have read it immediately. Having observed Ms. Leggieri testify, I am certain she could easily understand the implications of that Report.
6. In cross-examination, Ms. Leggieri acknowledged that during a meeting with Ms. Bulko in late autumn 2002, she knew her position was disappearing.
7. Ms. Leggieri e-mailed Human Resources worker Janice David on November 12, 2002, seeking transition planning assistance. In the e-mail she said, "I have been 'reminded' on a weekly basis for over the past year that my position will be ending ..." One year would extend back to November 2001, which was when City Council froze the leasing program indefinitely. Two days later, Ms. Leggieri again e-mailed Ms. David, "I would like to make an appointment with you to discuss my options ... when my position becomes redundant". And the next day, "I had applied for a couple of positions but to date have not received notification". Her explanation that the e-mails are "just very flowery in the way I speak" makes no sense. In these e-mails Ms. Leggieri means exactly what she says – she knows her job is ending and she has known it for at least a year.
8. Ms. Leggieri's e-mails in late 2002 show she knew her position was ending and that it had nothing to do with this Inquiry. When asked about these e-mails she said she was "sarcastic", "venting", in a "very confused state", "scared and confused", "in a very distressed state", or "just being very paranoid". I reject all these explanations. Ms. Leggieri is far too poised and articulate to have misspoken as she claims. In the e-mail excerpts below, Ms. Leggieri plainly said what she knew to be true:

- November 14, to her boyfriend: “Kathryn [Bulko] has ... already submitted my position realigning to [James Ridge] for approval”
 - November 20, to her mother: “I have been told I no longer have a job ... anyway trying to find another ... look in [G]uelph for me”.
 - November 22, to a friend: “I’ve just recently been told my job is no longer needed so I am on the job hunt”.
 - November 22, to co-worker Grant Coffey: “my job has now been deemed “redundant” (no more leasing ... leasing Supervisor) so I have a short period of time to find something or off I go”.
 - November 25, to Councillor Maria Augimieri: “my job is ending and I am looking for work”.
 - November 25, to another friend: “I have just learned that I am losing my job! (horrible). Was wondering if you could have a looksee at your job postings and see if anything is available (in Hamilton or Toronto).”
9. When she testified in April 2003, Ms. Leggieri left the clear impression that she was the only person in the Leasing Unit who was not transferred to another position when the City decided it would no longer lease. By the time she testified in June, it became apparent that the Leasing Unit consisted of only three people: the Supervisor, Paula Leggieri, and her two staff, Felix Di Brina and Annie Leung, both of whose jobs are protected by a collective agreement. Accordingly, she was the only person in the Leasing Unit who could, in fact, be affected by the City's decision not to lease. The inference in April was quite misleading.
 10. In August and November 2002, Ms Leggieri re-worked her résumé. Initially, she said it was unrelated to her position ending. She quickly retracted this statement, and admitted she prepared her résumé to apply for other positions at the City because of the restructuring that was affecting her employment.
 11. While all these changes were unfolding in fall 2002, and with Ms. Leggieri concerned about her prospective employment, even her most private e-mails make no suggestion her situation is related to either her co-operation with this Inquiry or KPMG.
 12. Despite the close business friendship between Mr. Di Brina and Ms. Leggieri, she never once told him she was losing her position for co-operating with the Inquiry.
 13. Mr. Di Brina testified he sent Ms. Leggieri job postings, at her request, while she was on sick leave. I accept his evidence. It is consistent with previous situations in which they exchanged job postings. I reject Ms. Leggieri’s evidence that she was “surprised” and “paranoid” to receive job postings from Mr. Di Brina.

These thirteen points taken together show clearly that in the fall of 2002, Ms. Leggieri knew her position disappeared because the City had decided to discontinue leasing, not because she co-operated with this Inquiry or KPMG. Ms. Leggieri’s erroneous conclusion that she was let go because she co-operated with this Inquiry or KPMG, reached as it was from a distance during her difficult early months of 2003, may be understandable. Her firm adherence to that conclusion when confronted with all the objective evidence to the contrary, is not.

I have addressed above my concerns about the City's communication with Ms. Leggieri after she went on sick leave with her position ending. However, these concerns do not lead me to think Ms. Leggieri's position was ending because she co-operated with this Inquiry. The reasons for a position disappearing and the employer's subsequent treatment of the affected employee, are separate issues with no necessary relationship. In this instance, the evidence of valid reasons for terminating Ms. Leggieri's position is tightly interwoven from different sources, and is strongly corroborated by independent documentation, all of which predates Ms. Leggieri's sick leave. No events after her departure undermine the ample pre-existing evidence that her job was, to her knowledge, phased out for administrative policy reasons.

Mr. Orr emphasizes that Mr. Ridge's decision not to allow Ms. Leggieri to compete for a job is evidence of ill-will toward her. He submits, "Mr. Ridge testified that he did not inquire into Ms. Leggieri's qualifications for the position and that at no point did he even consider allowing her to compete for this position that replaced her old job".

I cannot agree with Mr. Orr; the evidence is to the contrary. Mr. Ridge did not seriously consider Ms. Leggieri for the position because he considered the skills of another City employee to be superior to those of Ms. Leggieri. He stated in his evidence:

They had both worked for me, Commissioner, for --- at that point for two years. I had seen the performance evaluations, I'd had regular discussions with --- with Ms. Bulko about Ms. Leggieri, how she was progressing, her --- her, sort of, abilities. She was, again, quite a new supervisor. She had only been supervising other adults for the first time in her life for about the previous year so I had a reasonably good understanding of their strengths and weaknesses and quite frankly, in my judgment, Ms. Leggieri did not have the breadth and depth of experience that met the minimum threshold for the new position.

I accept Mr. Ridge's evidence. He did not freeze Ms. Leggieri out of a job. He filled the position with a qualified person. While, in hindsight, it may have been preferable to have informed her of the job opening and to have held a competition, this is a different shortcoming altogether from freezing someone out of a position in retaliation for co-operating with a public inquiry. It is possible, though, to understand how Ms. Leggieri would not, at the time, appreciate the difference.

Ms. Bulko's Relationship with Dash Domi

Mr. Kramer, Ms. Bulko's lawyer, submits that his client is entitled to an express finding that no credible evidence exists to support the allegations made by Ms. Leggieri concerning Ms. Bulko's relationship with Dash Domi. Mr. Orr, by contrast, says the relationship evidence demonstrates that Ms. Bulko should not be believed, and instead it advances his client's allegations against Ms. Bulko and the City.

At this stage of the Inquiry, I do not have enough evidence or submissions to pronounce upon the relationship between Ms. Bulko and Mr. Domi. The relationship between these two individuals is inextricably related to how the CMO managed the MFP leases, a subject that must await my final report. At present, however, the evidence of a sexual relationship is no more than an implication from Ms. Bulko's use of the term "boyfriend". That is an implication Ms. Bulko strongly denies.

Ms. Leggieri described the Bulko-Domi relationship as “buddy-buddy” and “friendly-friendly”, but in cross-examination denied any knowledge of an intimate relationship.

CONCLUSION

Ms. Leggieri made two very serious allegations against Ms. Bulko and the City of Toronto. I reject those allegations for two essential reasons. First, they are refuted by independent evidence. Second, the allegations were the product of hindsight apparently distorted by Ms. Leggieri’s difficult personal circumstances and strained relationship with the City. In the result, I am satisfied the investigative processes of this Inquiry have not been compromised.

Having concluded my decision on Ms. Leggieri’s allegations, I feel it necessary to address the written submissions which her lawyer presented to me and counsel. Lawyers are entitled to advance their client’s position vigorously. However, they have a duty to remain civil, and a duty to adhere to the evidence. These duties are an integral part of the ethical obligations of every lawyer. Mr. Orr’s submissions contain some ill-advised or over-heated comments and allegations with no evidence to support them. Had these submissions been made in the hearing room, I would have stopped them. The prospect of gaining a wide audience during a public inquiry imposes on lawyers a more onerous obligation to speak responsibly.

Commission Counsel:	Ms. Daina I. Groskaufmanis
Counsel for the City of Toronto:	Mr. Robert A. Centa
Counsel for Ms. Paula Leggieri:	Mr. James C. Orr
Counsel for Ms. Kathryn Bulko:	Mr. Jeffrey W. Kramer

Evidence heard on April 9, 10, June 16, 17, 18, 19, 2003

Submissions received by August 1, 2003

Reply submissions received by August 20, 2003

Decision released on September 26, 2003

APPENDIX 'A'

T I M E L I N E

DATE

OCCURRENCE

2001

August	City Council freezes the leasing program
11 October	Paula Leggieri is interviewed by KPMG
November	City Council freezes the leasing program indefinitely

2002

18 January	Paula Leggieri asks James Ridge about new opportunities for leasing staff
8 March	City Council rejects James Ridge's request for ten new CMO positions
24 July	Paula Leggieri is interviewed by Commission Counsel
19 September	Paula Leggieri understands the survival of her position will depend on the Finance Model Report
25 October	Paula Leggieri receives the Finance Model Report
12 November	Paula Leggieri seeks transition planning assistance from Human Resources
14 November	Paula Leggieri tells her boyfriend that her position is being realigned
20 November	Paula Leggieri tells her mother that she no longer has a job
22 November	Paula Leggieri tells a co-worker that her job has been deemed redundant
22 November	Paula Leggieri tells a friend that her job is no longer needed

25 November	Paula Leggieri tells a Councillor that she is looking for work
25 November	Paula Leggieri tells another friend that she is losing her job
25 November	Paula Leggieri e-mails her boyfriend: "Let the games begin"
26 November	Paula Leggieri goes on sick leave
24 December	Kathryn Bulko informs Paula Leggieri that two months of work remain

2003

12 February	Paula Leggieri's lawyer informs the City about her allegations
Early April	Paula Leggieri's lawyer discloses to Commission Counsel the details of Ms. Leggieri's allegations
9, 10 April	Paula Leggieri testifies at the Inquiry
16 June	Paula Leggieri resumes her testimony