

**EMPLOYMENT STANDARDS TRIBUNAL**

In the matter of an appeal pursuant to Section 112 of the  
*Employment Standards Act* S.B.C. 1995, C. 38

- by -

MEM Services Ltd.  
Operating ServiceMaster of Vancouver  
("ServiceMaster")

- of a Determination issued by -

The Director Of Employment Standards  
(the "Director")

**ADJUDICATOR:** Norma Edelman

**FILE NO.:** 96/191

**DATE OF HEARING:** June 6, 1996

**DATE OF DECISION:** July 3, 1996

**DECISION**

**APPEARANCES**

Ron McGregor Betty McGregor	for MEM Services Ltd. operating ServiceMaster of Vancouver
Linda Lohnes	on her own behalf
Shelina Shivji	for the Director of Employment Standards

**OVERVIEW**

This is an appeal by MEM Services Ltd. operating ServiceMaster of Vancouver (“ServiceMaster”) pursuant to Section 112 of the *Employment Standards Act* (the “Act”) against Determination No. CDET 001280 issued by the Director of Employment Standards (the “Director”) on February 22, 1996. In this appeal ServiceMaster claims that no compensation for length of service is owed to Linda Lohnes (“Lohnes”) under Section 63 of the *Act*.

**ISSUE TO BE DECIDED**

The issue to be decided in this appeal is whether Lohnes’ employment was terminated by ServiceMaster on June 30, 1995 or July 22, 1995, and whether ServiceMaster had just cause for the dismissal.

**FACTS**

Lohnes commenced employment with ServiceMaster as a Residential Cleaner/Office Administrator in May 1993. Her wage rate as a cleaner was \$11.50 per hour, plus mileage. When she worked in the office, her rate was \$10.00 per hour.

Ron McGregor (“R. McGregor”) and Betty McGregor (“B. McGregor”) are the owners/managers of ServiceMaster.

On June 26, 1995, R. McGregor and Lohnes had a meeting during which R. McGregor introduced the idea of paying cleaners on a commission basis. Lohnes expressed concerns about a possible reduction in her pay. R. McGregor told her that her pay would not change. According to Lohnes, the commission idea was presented to her as a policy that the company intended to implement and R. McGregor advised her she would be expected to support the change at a staff meeting scheduled for June 28, 1995. She stated that when she left the meeting she was confused and not convinced that her pay would remain unchanged. According to R. McGregor, the main

purpose of this meeting was to discuss job schedules for the 3 weeks starting July 1, 1995. Lohnes was to work in the office to cover for another employee who was going on vacation. At the end of the meeting he introduced the idea of commissions. The intent was to get input from Lohnes on this option, not to reduce her pay. He said he never discussed the idea with any other employee. He denied he asked Lohnes to convince other staff to accept being paid on a commission basis because he had not made a commitment to the idea. He states that Lohnes erroneously jumped to the conclusion that it was a “done deal”.

On June 27, 1995, R. McGregor and Lohnes had a further exchange about the idea of paying cleaners on a commission basis. Lohnes again indicated she felt her pay would decrease and R. McGregor reiterated that it would not. Lohnes claims that R. McGregor told her that he would cease paying for travel time, however, and this, according to Lohnes, would result in a \$2.00 per hour reduction in her pay. R. McGregor stated that he made no formal statement like this, just that commissions would include travel time. Lohnes also stated that R. McGregor told her she would be cleaning fewer buildings and spending more time in the office (about 50% of her time in contrast to only a few hours) and this would reduce her earnings even more. According to R. McGregor, Lohnes was to work in the office for only 3 weeks to cover for vacation relief and she would still get production work. This was not unusual. Lohnes had worked one-third of her time in the office over the past 18 months. Lohnes stated that R. McGregor became extremely upset with her on June 27, 1995 and told her she should not view the commission idea as a pay decrease but as “sharing in the risk”. She further claims she explained to him she could not afford the decrease in her salary and he replied that if she did not stop opposing him, she could leave and get another job. R. McGregor agrees he was upset with Lohnes because she was ranting and raving during a very busy time in the office and there was no basis for her concerns.

On the evening of June 27, 1995, Lohnes faxed a letter to the McGregor’s regarding the “proposal to alter the conditions of (her) employment”. In her letter she states that the commission payment system will result in a reduction in her pay, and she cannot support the new payment system at the staff meeting on June 28, 1995.

On June 28, 1995, Lohnes arrived late for the staff meeting. She offered no apology for being late. She claims that the agenda had been changed from a discussion on wage structures to changes in work schedules. R. McGregor claims that the only purpose of the meeting was to discuss changes in schedules and Lohnes was to provide information to other employees about her various cleaning jobs so they could do them when she worked in the office. The commission idea had been dropped. Lohnes states she stayed quiet during most of the meeting, except when she informed other employees about some details of her jobs, which included saying one specific job was difficult. R. McGregor stated that Lohnes was insulting and demeaning during the meeting and referred to customers as “slobs”. This is denied by Lohnes. R. McGregor submitted a letter from Sam Sharma (“Sharma”) who was at the meeting. Sharma writes that Lohnes’ conduct and attitude at the meeting was very negative and unbecoming and caused embarrassment to R. McGregor. Lohnes claims Sharma was told to say this by R. McGregor and that Sharma doesn’t even know her and English is not his first language.

After the meeting, R. McGregor advised Lohnes he was displeased with her behavior and attitude. He said he suggested to her that she think about her future with ServiceMaster and that they would meet the next day for a further discussion.

On June 29, 1995, R. McGregor and Lohnes had another discussion. According to R. McGregor, he wanted to talk to Lohnes about her attitude and behavior, but she didn't want to talk to him. Lohnes claims that R. McGregor only wanted to harass her about the changes in pay structure and her negative attitude. She said she was extremely tired at the time and the weather was extremely hot. She said she asked to postpone the meeting and R. McGregor replied if she couldn't talk right then, he didn't want her to go back to a specific job site (Victoria Park) after the long weekend.

That evening Lohnes sent a fax to B. McGregor stating she was concerned about the treatment she was receiving from R. McGregor due to her reaction to the proposal to cut her salary. She further said that R. McGregor was manipulating the schedule (e.g. Victoria Park) in what amounted to punitive action and he had made threats on the subject of her future employment. She also said that she would like the harassment to stop and hoped B. McGregor could resolve the matter before it became necessary to involve external agencies such as the B.C. Council of Human Rights.

R. McGregor stated that after his wife received this fax he decided that some disciplinary action was needed. Accordingly, that evening he prepared a letter for Lohnes which advised her she was being placed on vacation for one week.

On June 30, 1995, after Lohnes finished a job in the morning, she stopped off at McDonalds where she ran into Chris Kraft ("Kraft"), a co-worker. Kraft advised her that he had heard she was going on vacation next week, and he would be taking over her office duties. R. McGregor stated that he had to tell Kraft about Lohnes' vacation since he was replacing her in the office. He never told Kraft it was a disciplinary matter and it was an unfortunate fluke that Kraft was the first one to tell Lohnes about the vacation. Lohnes said she was stunned when Kraft told her about the vacation. She had not made any plans about going on vacation. She felt threatened and insecure. First, R. McGregor was mad at her for rejecting the commission idea. Then, on June 28, 1995 she had been asked, for the very first time, to do an inventory of the cleaning materials in her car, which was atypical. And now, she was being forced to take vacation. She said she decided to call the Employment Standards Branch and was told her if her hours or pay were substantially cut this would amount to a constructive dismissal, and that if her pay was being changed and she was being forced to take vacation, she was in danger of losing her job. Lohnes then returned to the office and was given a letter by B. McGregor dated June 29, 1995.

In the letter, the McGregors state that Lohnes' latest outburst is viewed by them as a lack of respect for them and her job and she had weakened her credibility and was making it difficult for them to trust her. They further state that Lohnes had taken an extremely negative, selfish and short sighted position on the compensation idea which was only being explored and was not a policy. Furthermore, feedback from others indicated she had been carrying her negative views throughout the office and was looking for another job. The McGregors go on to say that

Lohnes' late arrival to the staff meeting on June 28 and her immature and sullen attitude were unacceptable and her indication that she would do whatever she wanted to do was not consistent with someone wanting to stay working. They state they would like her to take the next week off as vacation and they ask that she leave all company equipment, supplies, pager and keys with them so that they can be used by others in her absence. They also state that before returning to the office from her vacation, they are available for a discussion.

Since Lohnes had already taken her all her vacation with pay, the one week off would have been without pay. Lohnes asked B. McGregor to reconsider the matter because she couldn't afford to be off work for a week. B. McGregor then spoke to her husband and he said no. Lohnes said she was then asked to hand over her pager and all supplies from her car. She complied. She was also asked for her keys. At the hearing, Lohnes was initially very adamant that she returned all her keys (including the office keys) at this time. Later, she stated she did not recall having the office keys after this day. Finally, she said she did have a locker key which she returned in August. According to Lohnes, R. McGregor then asked her to provide a written apology. When she refused he said "In that case I'll have to dismiss you, and I'll see you in court." Lohnes then left the worksite.

According to the McGregors, they met with Lohnes around 2:30 p.m. on June 30, 1995. They said Lohnes was extremely upset, abusive, emotional, and she was swearing. B. McGregor asked Lohnes for her pager, customer keys, equipment and supplies so others could use them in her absence. They had previously requested an inventory of items in Lohnes' possession so they knew what she had in order to give the items to her replacements as per their original plan to have her work in the office for 3 weeks. This was not unusual. Her supplies had been taken out of her car when she went on vacation 14 months earlier. Lohnes threatened to go to the Employment Standards Branch over a perceived change in her wage structure. She was advised her wages were not going to be cut. McGregor's response under provocation to try and end the verbal abuse was to say "I'll see you in court". He did ask her for an apology for her behavior at the staff meeting and she refused. He denied he told Lohnes she was dismissed or fired. B. McGregor concurs that her husband did not use these words. The McGregors stated they were both present at this time and R. McGregor ended the exchange with Lohnes by reiterating that she was to take a week's vacation and to call them for a meeting prior to returning to work. R. McGregor said he regrets making the comment "I'll see you in court", but he was provoked and he quickly retracted from that position by stating that the June 29 letter stood.

At the hearing, Lohnes stated that she didn't think B. McGregor was present when R. McGregor said she was dismissed. As well, Shelina Shivji ("Shivji"), the investigating officer, stated she recollected that B. McGregor told her during the investigation that she was not present for all of the interchange on the 30th, particularly the latter part. A review of Shivji's notes made at the time she interviewed B. McGregor, however, states "Ron asked her for an apology and she refused....nothing about your dismissed..."

After Lohnes left the worksite, the McGregors claim they received a threatening phone call from Mike Egan ("Egan"), Lohnes' spouse. As a result they decided to cancel Lohnes' security code

for the building. They felt this would be prudent until they heard from Lohnes as per their June 29 letter.

R. McGregor contends they expected Lohnes to return to work on the following Monday, July 10, 1995. She did not. On July 13, 1995 he wrote her a letter (as she has no phone) indicating that they had expected to hear from her on or around July 7 regarding her return to work after her vacation and that since 2 weeks had passed they could only assume she no longer wanted to work. Furthermore, if they didn't hear from her by July 19, 1995 they would have no choice but to accept this as her resignation.

R. McGregor said he didn't write Lohnes earlier than this because he was busy at work.

On July 17, 1995, Lohnes forwarded a letter to B. McGregor stating she was surprised by the letter of July 13, 1995 as it was her understanding she had been dismissed because she had not offered to apologize and had been told by R. McGregor that she was dismissed and he would see her in court.

On July 22, 1995, R. McGregor wrote another letter to Lohnes indicating that she was never dismissed, but had now been absent without authorization since July 10 (her expected date of return) and therefore was terminated. She was asked to return her office keys, the security pass and ServiceMaster clothing.

On July 25, 1995, Lohnes wrote B. McGregor that she had already returned all her supplies, beeper and keys. She still had some clothing and the security pass. Lohnes stated that she discovered the security pass in her purse shortly after June 30, 1995. She said she was advised by Dawn Bejarano ("Bejarano"), ServiceMaster's accountant, that she did not need to return the pass as B. McGregor had asked her (Bejarano) to remove Lohnes from the security system on the evening of June 30, 1995. Lohnes submitted a letter dated May 27, 1996 from Bejarano which states: "On the day Linda was released I was asked to remove Linda Lohnes from the security system for the building...". After the hearing, Lohnes submitted another letter from Bejarano dated June 7, 1996 which states: "Early in the morning of June 30, 1995 Betty McGregor requested that I cancel Linda Lohnes' code from our building alarm. I was quite surprised as there had been no indication of Linda's leaving. I asked if Linda quit and was told no, but she had a key and she probably would not be coming back....I canceled the code that afternoon." Bejarano enclosed a copy of the fax canceling the code and the fax verification report which indicates the time of cancellation as 4:15 p.m. on June 30, 1995.

On August 8, 1995, B. McGregor wrote Lohnes and said she was still waiting for the office keys, security pass and clothing and that her final pay cheque would be forwarded when the company received these items.

On August 11, 1995, Lohnes wrote B. McGregor and reiterated that ServiceMaster had already received all the keys in her possession.

On August 25, ServiceMaster received the security pass, some clothing, and according to the McGregor's, the office keys. According to Lohnes, the key she returned was the locker key.

Prior to her last day of work, Lohnes never received any written warnings concerning her work. R. McGregor claims, however, that there were previous disciplinary problems with Lohnes commencing in March 1995 and these earlier problems caused Lohnes to turn the commission idea into a conflict.

According to R. McGregor, the earlier problems had to do with Egan and his continuous interventions on behalf of his wife. For example, on March 24, 1995, Egan threatened a customer, Sandor, because he was watching what Lohnes was doing, although this was the customers job. This incident was witnessed by an RCMP officer who told Lohnes that Egan's conduct was inappropriate. A statement from the RCMP officer was entered by R. McGregor which reads he was advised by the customer of the threats and he told Lohnes that making threats was against the law. The RCMP Officer also states that Lohnes was very emotional at the time and later made some irrational allegations about the customer. According to Lohnes, Sandor stalked her and Egan simply asked him to stop and he did. Egan did not make any threats and the RCMP Officer had no direct knowledge of the matter.

R. McGregor said he told Egan and Lohnes he did not condone Egan's behavior. As a result, there were threats from Egan that Lohnes would be leaving the company. Lohnes was removed from the job, but ServiceMaster lost the job anyway due to the damage caused by Lohnes and Egan. R. McGregor stated that Lohnes would have been terminated at this time had she not reluctantly agreed to stop Egan's interference in their business and renew a more positive outlook. According to R. McGregor, Lohnes continued to be very upset, however, and her attitude towards her job and the company became very negative. R. McGregor submitted statements from Chris Kraft and Wayne Myrs which confirm she became intolerant and angry around the end of March, 1995 and said she would quit if she found another job.

According to R. McGregor, another conflict arose on May 30, 1995, which like the previous one showed that Lohnes was not able to solve problems on her own. ServiceMaster staff have pagers and sometimes they are paged at home in the evening regarding instructions or schedules for the following day. On May 30, 1995, Egan called the office at ServiceMaster to say the pager was an invasion of privacy and would be giving it back.

Lohnes is of the view the foregoing event, like the one concerning Sandor, is not relevant to the case at hand. What is relevant are the events which took place after June 26, 1995.

## **ARGUMENTS**

In the Reasons Schedule attached to the Determination, Shivji states that Lohnes' employment was terminated as per Section 66 of the *Act*, which concerns constructive dismissal. Shivji argues that Lohnes was a two year employee who had no prior disciplinary problems and ServiceMaster was proposing to change her conditions of employment (the wage structure) which might have reduced her benefits, and it required Lohnes to take an unpaid leave without notice when it was known this would cause her financial hardship. She further argues that the

employment relationship had been damaged to such an extent on June 30, 1995, that the proposed changes in the wage structure coupled with the disciplinary action of requiring Lohnes to take a week off without pay changed the conditions of employment to the extent it may have been unreasonable to expect Lohnes to return to work. At the hearing, Shivji argued there had been a lot of emotion and bad feelings between R. McGregor and Lohnes on June 30, 1995 and Lohnes was left with the impression she had been dismissed given the words used by R. McGregor. She did not quit her job by abandoning her position. There was no evidence that she chose to be off work, rather she was forced to take time off. Furthermore, Shivji also questions why R. McGregor would wait until July 13, 1995 to contact Lohnes, and she contends that during the investigation stage of the complaint, B. McGregor told her she was not present during the entire episode on June 30, 1995, particularly the part where it is claimed that R. McGregor dismissed Lohnes.

According to R. McGregor there is no constructive dismissal issue in this case. He states there was no change in the terms and conditions of Lohnes' employment. The commission idea was a proposal only and was never implemented. There was never an intent to reduce Lohnes' pay and indeed Lohnes agrees she was told on more than one occasion that her pay would not decrease on a commission system. Furthermore, none of his cleaners are paid on a commission basis and he does not contemplate doing so in the future. He submitted time sheets for various cleaners for the period August 1995 to May 1996 which show they are paid on an hourly basis. He concedes that one of his former employees, Scotty, is paid on a commission basis, but this is because he became incorporated and no longer is an employee. R. McGregor states that Lohnes' regular duties included vacation and sick relief in the office. She was to work in the office for 50% of her time for 3 weeks starting July 1, 1995. This would not have resulted in any changes in the conditions of her employment as this was a normal part of her job. He submitted a breakdown of hours worked by Lohnes from January 1994 to June 1995 which shows on average she worked 34% of her time in the office. The range is from 7% to 93% (e.g. 93% in office when she covered for vacation in February 1994; 34% in office for one week covering vacation in July 1994; 36% in office for sick relief for September 1994).

The McGregor's state they gave Lohnes a one week cooling off period (and called it a vacation so she could save face with the company) which was justified given her prior poor behavior, particularly at the staff meeting. She was told on June 30, 1995 she was expected to talk to them prior to returning to work on July 10, 1995. She did not contact them prior to July 10, 1995 or report to work on that date. She also did not return to work or advise them she wanted to work after they sent her the July 13, 1995 letter. Accordingly, she was dismissed on July 22, 1995 due to an unauthorized absence and this constitutes just cause for dismissal. They state had they terminated Lohnes on June 30, 1995 they would have asked for her office keys, company clothing and the security pass at the time, but they did not. They deny the words dismiss or fired were used on that day. The McGregor's state that Lohnes lied in her July 25, 1995 and August 11, 1995 letters to them when she said she had returned all her keys. She returned the office keys on August 25, 1995, and at the hearing she admitted she retained a locker key until August. They claim the only reason they withheld her final pay was to ensure that she would



return their property, in particular the office keys, and when she did they gave her final wages. In reply to the June 7, 1996 letter from Bejarano, who they say has nothing to do with their company, they state they removed Lohnes from the security system after she left the worksite on June 30, 1995 as a precaution given the call from Egan. Had they terminated Lohnes on June 30, 1995 they would have asked for her security pass etc. and thus a request to cancel her code would have been redundant. The fact that they did cancel her code after she left and before they asked for her pass confirms they did not dismiss her at the meeting on the 30th. They do not understand why Bejarano would say in her June 7, 1996 letter that she cancelled the code in the early morning since the meeting with Lohnes on June 30, 1995 did not occur until 2:30 p.m.

Lohnes argues she was dismissed on June 30, 1995 by R. McGregor and the events leading to her dismissal hinge upon her rejection, beginning on June 26, 1995, of R. McGregor's intention to introduce a commission payment system. She rejected the system because it would have caused a decrease in her pay. R. McGregor had started introducing the idea back in March 1995 when he put Scotty on commission and Scotty had suffered a substantial cut in his wages. R. McGregor could not accept her rejection. He became angry at Lohnes. Consequently, on June 28, 1995 Lohnes was asked for the very first time to do an inventory of the cleaning materials in her car; she was told to take a week off work when it was known she couldn't afford it; and finally, when she would not apologize (as there was nothing to apologize for) she was told by R. McGregor on June 30, 1995 that she was dismissed. She argues it was unreasonable to expect her to return to work after she was told she was dismissed. In further support of her case, Lohnes states that UIC accepted her claim. As well, she refers to the June 7, 1996 letter from Bejarano and the fact that her security code was cancelled on June 30, 1995. Accordingly, it is irrelevant that she had the security pass after that date. Although she admits she did have a locker key, which she returned in August, her final position is that she did not recall having the office keys after June 30, 1995. Lohnes claims she is owed two weeks compensation for length of service as ServiceMaster did not have just cause for her dismissal on June 30, 1995.

## **ANALYSIS**

I am not satisfied that Lohnes' employment was terminated on June 30, 1995.

There is no objective evidence to support the claim that R. McGregor intended to change, or actually did change, the conditions of Lohnes' employment. On the contrary, the evidence indicates that conditions did not change for Lohnes and other employees at ServiceMaster. I accept that cleaners who are employed at ServiceMaster are still paid by the hour and have never been paid on a commission basis. ServiceMaster's claim that Scotty's circumstances are different from others at ServiceMaster was not challenged by Lohnes and Shivji. I also accept that working in the office for three weeks in July would not have been unusual for Lohnes. The figures provided by ServiceMaster concerning Lohnes' time in the office also went unchallenged by Lohnes and Shivji. Furthermore, I do not find that placing Lohnes on a one week unpaid "vacation" constituted a fundamental breach of the employment relationship. The evidence in this case supports the position that at the time R. McGregor made the decision to put Lohnes on the vacation, it was to be a form of discipline and nothing more. R. McGregor told Kraft that

Lohnes would be off on vacation; he never indicated that Lohnes was going to be off permanently. Furthermore, the July 29 letter suggests Lohnes would be returning to work. As well, the McGregor's claim that they had previously asked her to hand over her supplies when she went on vacation, was not challenged by Lohnes. Finally, I would not have expected B. McGregor to talk to her husband about a reconsideration of the "vacation" issue if it was the intent of the McGregor's to deprive Lohnes of her job at that time.

As indicated above, I am not satisfied that Lohnes was constructively dismissed on June 30, 1995. Nor am I convinced that she was verbally advised she was dismissed on June 30, 1995.

Upon weighing the conflicting testimony of the McGregor's and Lohnes regarding their discussion on June 30, 1995, I prefer the testimony of the McGregor's that Lohnes was not told she was dismissed on June 30, 1995.

First, I am satisfied that both McGregor's were present during the discussion. Their evidence on this matter was definite, whereas Lohnes, at the hearing, stated she didn't think B. McGregor was present, and Shivji's claim that B. McGregor told her she wasn't present for all the discussion is not supported by Shivji's own notes.

Second, the June 29, 1995, July 13, 1995 and July 22, 1995 letters of the McGregor's lends support to their claim that Lohnes was not told on June 30, 1995 that she was dismissed. I do not find that R. McGregor's delay in writing to Lohnes on July 13, 1995 to be determinative in itself that Lohnes was dismissed on June 30, 1995.

Third, had Lohnes been dismissed on June 30, 1995, I would have expected her to demand her outstanding pay and ROE immediately, if not very shortly thereafter, and there is no evidence that this occurred.

Fourth, had Lohnes been dismissed on June 30, 1995, I also would have expected that the McGregor's would have demanded all items for Lohnes at that time. Yet, she was not asked for her ServiceMaster clothing and security pass. I also find that Lohnes was not asked for her office keys on June 30, 1995 and did not return these keys on that date. The McGregor's testimony that the office keys were not asked for on the 30th and were only returned in August was certain and consistent. In contrast, Lohnes' evidence on this matter was inconsistent, changing from being adamant that she returned the keys on June 30, 1995, to not recalling having these keys after that date and then finally admitting she did have a locker key in her possession after June 30, 1995.

Fifth, I am not persuaded that the reason the McGregor's failed to ask Lohnes for the pass during their meeting on June 30, 1995 was because B. McGregor had already decided to cancel the code, as is suggested by Bejarano in her July 7, 1996 letter. I give no weight to this letter as Bejarano was not available to be cross-examined at the hearing. Furthermore, she makes no reference to an early morning discussion with B. McGregor in her May 27, 1996 letter, and Lohnes stated that Bejarano told her that she had been asked to remove Lohnes from the system on the evening of

June 30, 1995. The evidence indicates that the code was cancelled after Lohnes and the McGregor's met on

June 30, 1995. If the McGregor's did not decide to cancel the code prior to the meeting on June 30, 1995, did they decide to cancel the code shortly after the meeting because they had dismissed Lohnes at the meeting? I am not persuaded that this occurred either as there is no evidence which supports this position. The McGregor's explanation for cancelling the code is not implausible. Egan had in the past contacted the McGregor's about his wife and in the submissions made by the McGregor's and disclosed to Lohnes prior to the hearing, there are several references to Egan contacting the McGregor's after the meeting on June 30, 1995 and this claim was not disputed by Lohnes.

Sixth, while the UIC may have supported Lohnes's claim, this is not binding on the Tribunal.

For the above reasons, I find on a balance of probabilities that Lohnes was not terminated from her employment on June 30, 1995. I am satisfied her employment was terminated on July 22, 1995. At that time she was absent without permission and had refused to return to work. Accordingly, ServiceMaster had just cause to dismiss Lohnes. She is, therefore, not entitled to compensation.

**ORDER**

Pursuant to Section 115 of the *Act*, I order that Determination No. CDET 001280 be cancelled.

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**Norma Edelman**  
**Registrar**  
**Employment Standards Tribunal**

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