LABOUR & EMPLOYMENT LAW NEWSLETTER

An Update for CEO s, HR Managers, Corporate Executives and In-House Counsel on the Latest Developments in HR and Employment Law

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ABOUT US

Soloway Wright LLP's Employment Law Group provides legal advice to employers on all issues of human rights, labour and employment law.

Soloway Wright | lawyers

427 Laurier Avenue West, Suite 700
Ottawa, ON K1R 7Y2
(613) 236-0111 Telephone / (613) 238-8507 Fax
www.solowaywright.com

QUEEN'S PARK UPDATE:
Ontario Employers Face Major New Legal Obligations in 2018!

In the final weeks of 2017, amidst considerable public controversy, the Ontario Legislature enacted into law Bill 148 *(The Fair Workplaces, Better Jobs Act)*, containing many far-reaching amendments to the *Employment Standards Act* (the "ESA"), the *Labour Relations Act* and other statutes, such as the *Occupational Health and Safety Act* (the "OHSA").

Bill 148, which dramatically increases the legal rights of employees in the workplace, received Royal Assent on November 27, 2017, and is now Ontario law. Going forward into 2018, Bill 148 will immediately impact the legal obligations of Ontario employers towards their employees in the following major ways:

Increased Minimum Wage For Employees
On January 1, 2018, the minimum wage was increased 20.7%, from $11.60 per hour to $14.00 per hour. On January 1, 2019 the minimum wage will increase again to $15.00 per hour. Subsequently, the minimum wage will increase yet again on October 1 of each subsequent year.

Students, homeworkers, hunting and fishing guides and employees who serve liquor and receive tips are all subject to their own separate minimum wage rates.

Increased Vacation Pay For Employees
Effective immediately, Ontario employers must now provide at least 3 weeks of paid vacation and 6% vacation pay to all employees whom they have employed for 5 years or more.

Equal Pay for Equal Work For Employees
As of April 1, 2018, all employees will gain the unprecedented legal right to request a review of their wages *to ensure that they are receiving equal wages for work of equal value.*

As of that date, employers will be required to pay employees at least as much as they pay other employees who perform substantially the same kind of work, under similar conditions, in positions that require the same skill, effort and responsibility.

Henceforth, employers will only be able to pay different pay rates for similar work if the difference is due to seniority, a merit system, or quantity or quality of production.

Moreover, as of that date, all employees will be further empowered to insist that their employer review their pay rates, without penalty or reprisal. Their employer will be required to respond to each of those requests with a written explanation, either adjusting the pay rate or justifying the differences in pay rates.

Greater Scheduling Rights For Employees

As of January 1, 2019:

- Employees will be able to refuse shift changes whenever they are given less than 4 days' notice of such changes;
- All employees who have worked for 3 months or more will gain the right to request changes to their work schedule or work location;
- Employers will be required to pay all employees a minimum of 3 hours of wages whenever they report to work, even if they are later sent home early without having worked the full 3 hours;
- Similarly, all employers will be required to pay employees a minimum of 3 hours of wages for each 24 hour period that they are on-call, even if they never actually call the employee into work; and
- Finally, whenever an employer cancels an employee's shift on less than 48 hours' notice, it will be required to pay the employee a minimum of 3 hours of wages. This will not apply to employees in certain specified weather-dependent jobs.

Other Increased Freedoms For Employees

Commencing immediately, employers may no longer insist that their employees wear high heels at work.

Longer Leaves of Absences For Employees

Commencing immediately, Ontario employers must provide their employees with the following extended leaves of absence from work:

- Parental Leave: Parental leave is now immediately extended to 61 weeks for mothers who take pregnancy leave (63 weeks for those who don't take pregnancy leave, and for fathers), thereby aligning the Ontario *ESA* with the Canadian Government's recent changes to the federal Employment Insurance entitlements for parents taking parental leave;
- Personal Emergency Leave: All employers, regardless of size, must now provide their employees with at least 10 days of personal emergency leave, at least 2 days of which must be *paid* leave. In addition, employers are now prohibited from requiring their employees to provide doctor's notes justifying their personal emergency leave, but can require them to provide proof of the need for the leave itself;
- Family Medical Leave: Unpaid family medical leave is now extended from 8 to 28 weeks;
- Family Caregiver Leave: When employees take leave for any *part* of a week, their employer may now count that as one *full* week of leave;
- Critical Illness Leave: Employers must now provide employees with up to 37 weeks of unpaid leave for a critically ill child and up to 17 weeks for a critically ill adult, in any 52 week period;
- Child Death Leave: Employees are now entitled to take up to 104 weeks of unpaid leave if a child dies for any reason, and not just if that death is crime-related as was previously the case; and
- Domestic or Sexual Violence Leave: Employees who have been employed for at least 13 consecutive weeks and whose children, or who themselves, have experienced actual, or threatened, domestic or sexual violence are now entitled to take up to 10 days and up to 15 weeks of leave. The first 5 days of such leave must be paid leave, at the employer's expense. To be eligible for such leave, the employee must either be seeking medical attention, seeking legal assistance, accessing victim services, attending counselling, or relocating to a new abode.

Related Employers To Be Jointly Liable

Effective immediately, related companies may now be held jointly liable for each other's financial liabilities to their employees even if there is no evidence of any "*intent or effect*" to defeat the purposes of the *ESA.*

New Penalties For Employers Who Mistakenly Classify Their Employees As 'Consultants' or 'Contractors"

Effectively immediately, Ontario employers who inadvertently misclassify their employees as '*consultants*' or as '*independent contractors*' may be fined, even if the employees themselves claim to be independent contractors and connive with the employer to present themselves as such! The legal presumption will be that *all*

individuals are employees, and not consultants or contractors, unless and until proven otherwise.

In addition, Bill 148 has changed the definition of "*employee*" in the *ESA* to make it illegal for employers to hire unpaid interns. It does so by classifying them as employees to whom "*wages*" must be paid pursuant to the *ESA*. Going forward, all interns must therefore be paid unless they work as part of an educational co-op program.

New Obligations For Temporary Help Agencies

As of January 1, 2018, all such agencies must now comply with the following new obligations to their 'temp' workers:

- Each agency must now record the number of hours that each 'temp' worker works for each of its clients;
- Each agency must now provide its 'temp' workers with one week of written notice or pay in lieu of such notice whenever their work assignment is terminated prior to its scheduled end-date (This requirement does not apply if the work assignment is for less than 3 months or if the agency immediately offers the 'temp' worker a new assignment);
- Each agency and its host client are now precluded from penalizing 'temp' workers for inquiring about whether they are receiving equal pay for equal work; and
- Most importantly, each agency is now required to pay its 'temp' workers *the same wages* as its host client pays to its own permanent employees, when doing the same job as those employees.

Increased Record-Keeping Obligations For All Employers

Effective January 1, 2018, all Ontario employers must now expand their record-keeping in the following ways:

- They must now maintain records related to vacation time and vacation pay for 5 years rather than 3 years;
- Employers must now keep records of the dates and times that each of their employees worked; and
- If any employee has two rates of pay, his employer must keep records of the dates and times that the employee worked at each rate of pay when working more than 44 hours per week.

As of January 1, 2019, employers will be required to go one step further by also keeping records of (i) the dates and times that each employee was scheduled to work, or be on-call for work; (ii) any changes to the on-call schedule, and (iii) any cancellations of a scheduled work day or on call-period, including the date and time of such cancellations.

New Enforcement Measures

The Ministry of Labour has also announced that it plans to hire an additional 175 employment standards officers to monitor whether Ontario employers are fully complying with these new updated employment obligations, and to punish those who fail to do so. The Ministry has advised that, over the next few years, it intends to physically inspect 1 in every 10 workplaces throughout Ontario to root out those who are non-compliant.

These newly hired employment standards officers will be equipped with increased powers to punish employers who breach their legal obligations, new and old, under the *ESA*. They will be empowered to levy increased administrative penalties on those found to be in breach. For the first time, the Ministry will also be able to publish and publicize the names of any and all recalcitrant employers who have failed to comply with their obligations.

Bill 148 also allows employees to go behind their employer's back by filing complaints directly to the Ministry of Labour and have them investigated, without first having to confront their employer regarding their allegations and having to wait for the employer's response. Now that employees are no longer obligated to confront their employer, it is expected that the number of complaints that employees file against their employers will increase.

Given the increased employer obligations contained in Bill 148 and the new policing measures announced by the Ministry, 2018 will also likely see an upsurge in the number of prosecutions that the Ministry of Labour brings against Ontario employers for deliberate, or even inadvertent, contraventions of the law. In 2018, employers and their HR staff will therefore have to be more careful than ever that they are fully complying, not only with their new obligations under Bill 148, but also with all their other longstanding obligations under both the *ESA* and the *OHSA*.

THE YEAR IN REVIEW:
The 10 Most Important Court Decisions of 2017

Here are 10 of the most significant decisions issued by the courts in 2017, relating to just cause, human rights and the enforceability of contractual termination clauses. These decisions will likely be of considerable importance in 2018 to employers and to all those who work in the HR field.

Doyle v Zochem Inc., 2017 ONCA 130

This past February, the Ontario Court of Appeal released a decision highlighting the severe consequences that employers now face if they either fail to properly investigate complaints of harassment or terminate their employees in bad faith.

In this case, the plaintiff employee was the victim of ongoing sexual harassment by one of her managers. That manager repeatedly belittled her in front of her co-workers, causing her to fall ill with depression. When she filed a harassment complaint against her manager, her employer performed only a cursory investigation into the complaint. The employer then falsely told her that her job was not at risk when it knew a decision had already been made to terminate her. When the employee later applied for short-term disability, the employer, who self-funded its own benefits, denied the claim despite clear medical evidence proving her disability.

In reaching its decision, the Court cited the employer's wrongful behaviour, which included telling the employee that she was acting irresponsibly by pursuing her harassment complaint against her manager, pressuring her to sign a Release on the spot when terminating her employment and concluding the termination meeting by arranging for another employee to take her keys to drive her car to the front of the plant.

The Ontario Court of Appeal confirmed the lower court's decision, ordering the employer to pay the employee 10 months' salary and benefits for wrongful dismissal, $25,000 in human rights damages for sexual harassment and $60,000 in moral damages as punishment for the bad faith that it had exhibited in the way in which it had terminated the employee.

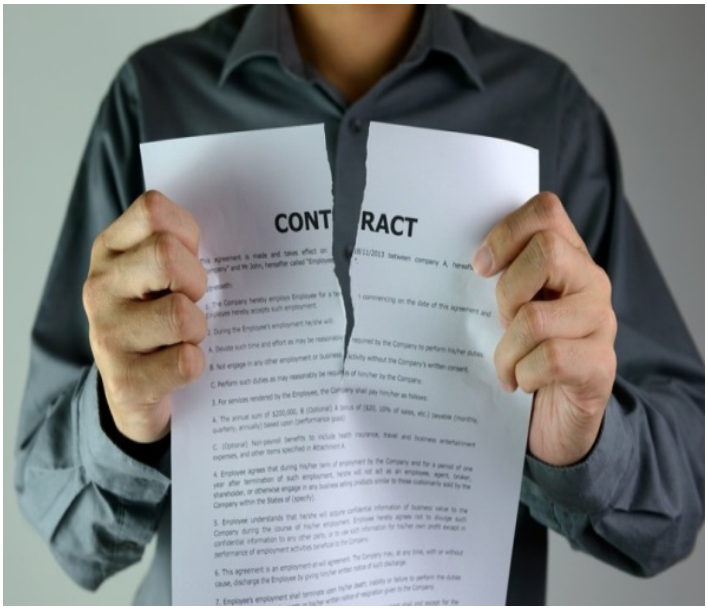
This decision provides a sharp warning to Ontario employers to avoid acting reprehensibly, or dishonestly, in the way in which they terminate employees**.**

Wood v Fred Deeley Imports Ltd., 2017 ONCA 158

In February, the Ontario Court of Appeal also released an important decision clarifying for employers when the wording of a contractual termination clause is legally unenforceable and may, therefore, have to be updated.

In this case, the termination clause in the employer's employment contract explicitly restricted employees to only 2 weeks' notice of termination, or pay in lieu thereof, for each completed or partial year of service. The clause further stated that this contractual notice period would be inclusive of *all* the terminated employee's statutory entitlements under the *Employment Standards Act ("ESA").*

The employer invoked this clause to terminate an employee who, at the time, had slightly more than 8 years of service.



Wishing to play it safe, the employer provided the employee with 21 weeks of notice, that is to say 3 weeks *more* than the amount required pursuant to the termination clause and over 4.5 weeks more than the amount required by the *ESA.*

The employee refused to accept this 21-week package and instead sued the employer for full common law notice.

The Court of Appeal ruled that the termination clause contravened the *ESA* by failing to stipulate that the terminated employee would be entitled to receive statutory severance pay and continued benefits coverage for the statutory notice period, while nonetheless *also* stipulating that the termination clause was inclusive of *all* of the employee's entitlements.

Since the termination clause contravened the *ESA,* the Court ordered the employer to pay the employee full Common Law notice of 9 *months* of wages and benefits, rather than simply the 18 *weeks* owing pursuant to the contract.

In reaching this decision, the Court also indicated that it would strike down any termination clause if even *one possible interpretation of the clause* would lead to a violation of the *ESA*.

This decision of the Court of Appeal vividly illustrates just how strict Ontario's courts have recently become in their insistence that contractual termination clauses fully comply with *all* aspects of the *ESA*. The decision serves as a stark reminder to all employers of how essential it is, in 2018, that they arrange for the termination clauses in their employment agreement templates to be *regularly* reviewed and updated by legal counsel who are fully up to date with the latest judicial decisions of the Ontario courts. As the employer discovered in this particular case, the consequences of failing to do so can prove very costly for an employer's bottom line.

Covenoho v Pendylum Ltd., 2017 ONCA 284

In April, the Ontario Court of Appeal released a second significant decision for employers, confirming when the

termination clause in their employment contracts is and is not enforceable, and when they must therefore pay their employees generous common law notice, rather than mere statutory termination pay, upon terminating their employment.

In this particular case, the plaintiff employee had been employed pursuant to a one-year fixed-term contract that contained a termination clause limiting her entitlements upon termination of her employment.

Less than three months after she began work, she was terminated by her employer. Since she had been employed for less than three months, the *ESA* permitted the employer to terminate her without paying her any termination pay.

The employee sued the employer, alleging that the termination clause in her employment contract contravened the *ESA* and was, therefore, unenforceable. She claimed that she was entitled to a payout of the balance of remuneration owing pursuant to her fixed-term contract.

In response, the employer argued that the termination clause did not contravene the *ESA,* and was not unenforceable, because there was no inconsistency, *at that particular time,* between what the clause required the employer to pay and what the employee was entitled to receive under the *Act.*

In its decision, the Court of Appeal rejected the employer's argument, and struck down the contractual termination clause. In so doing, the Court ruled that termination *clauses will always be unenforceable if they envisage payment of less than the statutory minimums* that would hypothetically be owing under the *ESA* to *any* employee, *at any future point in time* – as opposed to what was actually owing to *the plaintiff at the time that his or her employment was terminated.*

As a result of the Court's decision to strike down the termination clause, the employee, although employed for less than 3 months, became entitled to the gargantuan sum of 9 months' salary – namely, the balance of her one-year contract!

Brake v PJ-M2R Restaurant Inc., 2017 ONCA 402

In May, the Ontario Court of Appeal released its long-anticipated decision in the sensational and nationally publicized lawsuit brought by a long-serving manager of an Ottawa McDonald's franchise whose employment was terminated due to her understandable reluctance to accept a demotion.

In its decision, the Court of Appeal made several significant findings regarding the extent of an employee's legal obligation, following termination of her employment, to make reasonable efforts to get new employment so as to reduce the amount of money that her former employer, owed to her.

In this particular case, the terminated employee had rejected a new job offer from her former employer. That job offer paid substantially the same salary as before, but reduced her responsibilities, benefits, and job title. It also required her to report to someone who had previously been her subordinate.

The Court of Appeal ruled that a terminated employee has no obligation to accept a new job offer if doing so would, as in this case, be humiliating in the eyes of any reasonable observer.

During the first six months following her departure from McDonald's, the employee had made little effort to find comparable new employment for which she was qualified. Instead of applying for other available restaurant management positions, she had focused most of her efforts on starting a personal business. That business had been unsuccessful and had not produced any income for her, such as to reduce the money that her former employer owed to her.

In Court, the employer therefore argued that by choosing not to apply to any other restaurant management positions, and by submitting only a single job application elsewhere, the employee had breached her legal duty to make reasonable efforts to find new employment.

The Court of Appeal rejected this second argument, ruling instead that, in Ontario, a terminated employee is relieved of her legal duty to seek new employment if she makes bona fide, though unsuccessful, efforts to start an income earning business for herself. This court decision will make it easier for employees to obtain longer judgments against their employers in 2018.

Bottiglia v Ottawa Catholic School Board, 2017 ONSC 2517

An important decision was released during May in another Ottawa-based lawsuit, this time favourable to employers, on the issue of when an employer is entitled to insist that its disabled employees submit to an independent medical examination ("IME") to evaluate the extent to which they are medically capable of fully returning to work.

In this particular case, the Ontario Divisional Court ruled that employers are legally entitled to insist that their employees submit to IME's in two circumstances: (i) when such obligation is stipulated in the employment contract; or (ii) when the employer has reasonable grounds to question the adequacy and reliability of the medical information that it has received from the employee. The Court ruled that, in this particular case, the School Board had been justified in insisting that its employee submit to an IME because the contradictory prognoses that the employee and his physician had produced constituted a reasonable and bona fide reason for questioning the adequacy and reliability of the medical prognoses.

However, the Court also raised several important caveats to this principle. It stated that before an employer insists that its employee attend an IME, it must ordinarily first try to obtain the information it wants from the employee's own doctor, and can only insist on an IME where it cannot reasonably expect the

employee's own doctor to reliably provide that information. The Court also stated that an employee is legally entitled to refuse to attend an IME where the employer provides the independent doctor with information that "*might reasonably be expected to impair [his] objectivity*".

Ultimately, should a sick or disabled employee refuse to attend an IME (which the employer has requested because it reasonably doubts the reliability of the information provided to it), without any valid reason for doing so, then the employee will be in breach of his legal duty to cooperate with the employer's attempts to accommodate his or her illness or disability.

This decision illustrates just how carefully employers must now tread when deciding whether or not to have recourse to an IME in 2018. A prudent employer may wish to insert into its employment contracts a clause requiring employees to submit to future IME's in certain circumstances. If the employee signs the contract containing such a clause, his employer will subsequently be legally entitled to force him to co-operate with future IME's if he wishes to keep his job.

Nagribianko v Select Wine Merchants Ltd., 2017 ONCA 540

In June, the Ontario Court of Appeal released a decision, favourable to employers, that settles a long-simmering dispute between lawyers about when probationary employees are entitled to pay in lieu of notice upon termination.

This case involved an employee whose employment was abruptly terminated, shortly before the end of his six-month probationary period, without notice or pay in lieu of notice. The employee's contract provided for a probationary period, but did not explicitly state that he could be terminated without notice or pay in lieu of notice during his probation. Based on the contract's failure to explicitly specify this, the employee sued his employer for common law pay in lieu of notice.

Prior to this decision, Ontario courts customarily awarded generous common law pay in lieu of notice to probationary employees who were terminated while on probation *if their employment contracts did not contain a termination clause* explicitly providing that termination could be effected without such notice or pay in lieu of notice. However, as a result of this decision from the Court of Appeal, this practice, and the law in this regard, has now been up-ended.

In its decision, the Court of Appeal rejected the employee's claim for common law pay in lieu of notice. The Court stated that probationary employees may always be terminated *without* common law notice or pay in lieu of notice, "*unless the employment contract specifies otherwise*", provided that the employer's decision to terminate was made in good faith.

In reaching this decision, the Court took the revolutionary step of ruling that the mere fact of becoming a probationary employee *itself* implicitly rebuts that employee's ordinary legal entitlement to common law notice or pay in lieu of notice when terminated. The Court added that, in such situations, all the employer must pay to the terminated probationary employee is the statutory remuneration prescribed in the *ESA*, which of course cannot be waived pursuant to section 5 of the *Act*.

Stewart v Elk Valley Coal Corp. 2017 SCC 30

In June, the Supreme Court of Canada issued a landmark decision, favorable to employers, clarifying when it is permissible for them to safely terminate employees who are suffering from drug or alcohol addictions, without contravening existing human rights legislation.

In this case, the employee had failed a drug test that his employer had administered to him following his involvement in a workplace accident. After failing that drug test, the employee confessed to his employer that he was a cocaine addict, and, as such, was entitled to be accommodated for his disability, pursuant to provincial human rights legislation. Following this confession, the employer fired him in accordance with the provisions of its written Drug and Alcohol Policy. That Policy explicitly advised employees that if they disclosed their addiction to their employer in a timely fashion, they would be accommodated and treated for their addiction, but warned them that if they failed to do so and were later involved in an accident, their employment would be terminated.

In court, the employee argued that by dismissing him without first trying to accommodate his cocaine addiction, the employer had contravened provincial human rights legislation, and that the dismissal was therefore illegal. The Supreme Court rejected this argument and upheld the employer's decision to dismiss the drug-addicted employee. The Court reasoned that the employee had been terminated not because of his addiction, *but because he had breached the employer's Policy* and therefore that he had not been the victim of illegal discrimination.

This Supreme Court decision highlights the importance, for employers, in drafting carefully crafted written drug and alcohol policies. The Court's decision should make it easier, in 2018, for employers, who have taken the time to create such written policies, to terminate any alcoholic or drug-addicted employees who contravene those policies.

Aboagye v Atomic Energy of Canada 2017 ONCA 598

In July, the Ontario Court of Appeal released a decision, once again favourable to employers, which clarifies, and arguably even expands, the situations in which they can dismiss an employee for dishonesty.

In this case, prior to being hired, the employee had failed to fully and truthfully disclose all of his prior employment history to his

employer when completing a security questionnaire as part of the job application process. Later, after the employee had been hired, the employer discovered that he had not been fully honest when completing the questionnaire and dismissed him for just cause. The employee challenged his dismissal all the way to the Court of Appeal.

The Court of Appeal confirmed that the employee's lack of honesty during the hiring process provided just cause for the employer to dismiss him. In its decision, the Court ruled that the employee's single act of dishonesty, went "*to the core of the employment relationship*" by destroying the employer's necessary trust in the employee.

For employers, the key takeaway from this court decision is that a single act of dishonesty will usually constitute just cause for dismissal if it is committed during the interview process, *prior to hiring*, but will not necessarily constitute just cause if committed thereafter, once the employee has actually been hired and has begun work. In the latter situation, courts are required by law to follow a more nuanced and contextual approach, which often results in greater leniency towards employee dishonesty.

***North v Metaswitch Networks Corporation* 2017 ONCA 790**

In October, the Ontario Court of Appeal delivered another important decision, for employers, on the enforceability of the termination clauses in their contracts with their employees.

In this case, the employee brought a court Application seeking to have his contractual termination clause declared unenforceable so that he could receive the full common law pay in lieu of notice that would thereby be owing to him.

In court, the employer argued that, even though the wording of the termination clause contravened the *ESA,* it should nonetheless be enforced thanks to the severability clause in the employment contract, which stipulated that "*if any part…is found to be…unenforceable… that part shall be severed….and the rest of the …provisions shall remain in full force and effect".* Based on this severability clause, the employer urged the court to amputate the portion of the termination clause that contravened the *ESA*, and enforce the remainder of the clause that was defect-free and complied with the *ESA*.

The Court of Appeal dismissed the employer's argument and ruled that, in Ontario, contractual severance clauses may *never* be used to save a termination clause if *any* portion of the wording of that termination clause contravenes the *ESA,* no matter how small that portion might be. The Court reasoned that when *any* part of a termination clause contravenes the *ESA*, the entire clause is void *ab initio*, thereby leaving *nothing* to which a severance clause could subsequently be applied.

In the wake of this court decision, the law is now clear that if *any* portion of the wording of a contractual termination clause potentially contravenes the *ESA,* then it will be struck down *in its totality* – no matter how minuscule the contravention and no matter what other clauses the employer's lawyers may have inserted into the employment contract.

***British Columbia Human Rights Tribunal v Schrenk* 2017 SCC 62**

In December, the Supreme Court of Canada released another ground-breaking decision, this time opening the door for employees to bring human rights claims against *other organizations that are not their employer,* and for whom they do not even perform any work. Prior to this recent decision, it was generally accepted that employees could not bring such claims because provincial human rights legislation only protected them against discrimination and harassment at the hands of *their own* work colleagues and *their own* employer.

In this particular case, the complainant brought a human rights complaint against Schrenk, who worked for *another organization,* which had absolutely no affiliation with the complainant's employer. Schrenk had repeatedly subjected the complainant to racial, religious and homophobic taunts, while both of them happened to be working on the same job site but for different employers. The complainant also claimed damages from Schrenk's employer, which he asserted was vicariously liable for its employee's harassment of him. In court, Schrenk and his employer argued that they could not be liable to the complainant because they were neither his manager nor his employer and therefore owed him no duty under the provincial *Human Rights Code* to prevent him from being harassed.

In its decision, the Supreme Court of Canada rejected this argument by Schrenk and his employer, and held that they could both be jointly liable for the complainant's damages. In so ruling, the Court stated that the protections in the *Code* extend to all employees who suffer discrimination in the workplace, regardless of the source of that discrimination, if it is perpetrated by someone who has a "*sufficient nexus with the [victim's] employment context*", that is to say with whom the victim has to interact during the course of his employment.

While this recent Supreme Court decision involved the B.C. *Human Rights Code*, its reasoning can be applied to the Ontario *Code* and hence to all Ontario employees. This seminal decision has enormous future ramifications for Ontario employers: it exposes them, in 2018, to future human rights claims in situations where their employees misbehave *towards the employees of their suppliers, clients, contractors and other entities* with whom their employees may sometimes interact on a job site or in the course of their daily work duties.

CLIENT APPRECIATION PARTY

FOR HR CLIENTS OF SOLOWAY WRIGHT

On the evening of November 22, 2017, Soloway Wright's Employment Law Group hosted a Wine and Cheese Reception in appreciation of its clients and friends, and to provide them with the opportunity to say good-bye to Cathy Davis, the firm's longstanding employment law clerk who is retiring after more than 30 years of caring client service. Cathy's successor is Crystal Kirkpatrick *(see below).* Soloway Wright thanks the more than 100 client representatives and friends who attended this upbeat reception, and the many other clients who expressed their sincere gratitude by email and phone for all the help that Cathy provided to them on employment law issues over her long tenure at the firm.

The Employment Law Group appreciates its ongoing connection with you and sends you its sincere best wishes for 2018!

Kyle Van Schie, Crystal Kirkpatrick, Cathy Davis, Alan Riddell, Sarah Wilson

FOR MORE INFORMATION OR LEGAL ASSISTANCE,
PLEASE CONTACT ANY ONE OF THE FOLLOWING MEMBERS OF THE

SOLOWAY WRIGHT LLP EMPLOYMENT LAW GROUP

Alan Riddell (Partner)	**613-782-3243**	riddella@solowaywright.com
Kyle Van Schie (Associate)	**613-782-3211**	kvanschie@solowaywright.com
Crystal Kirkpatrick (Employment Law Clerk)	**613-782-3235**	ckirkpatrick@solowaywright.com