SPRING 2015

Soloway Wright | lawyers

VOLUME #3 – ISSUE #3

LABOUR & EMPLOYMENT LAW NEWSLETTER

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

IN THIS ISSUE

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 LLP

427 Laurier Avenue West, Suite 900
Ottawa, ON K1R 7Y2
(613) 236-0111 Telephone / (613) 238-8507 Fax
www.solowaywright.com

DID YOU KNOW THAT…?

- It is illegal for you to deduct any of the money which an employee may owe your company from the wages, severance pay and statutory termination pay which you owe her, absent her signed written authorization to do so, or a court order;
- No changes which you make to an employee's employment contract will be legally enforceable unless you can prove that the employee consented to those changes *and* actually received some tangible additional benefit in return for her consent;
- Misconduct rarely amounts to just cause for termination except where it can be shown to have been intentional;
- Whenever you terminate an employee, and his disability coverage, your company becomes fully liable for paying him disability benefits if he ever becomes permanently disabled prior to the expiry of his Common Law notice period (unless he signs a release or the employment contract stipulates otherwise);
- Non-competition clauses are now rarely enforceable against former employees other than in exceptional circumstances;
- Generally speaking, to be enforceable, a non-solicitation clause must be carefully tailored to the specific duties of the employee in question, and usually cannot be drafted in boiler-plate format;
- When dismissing an employee, you must pay him whatever future commissions or future bonuses he would have earned had he actually worked for you during the notice period (unless the employment contract stipulates otherwise);
- An employee is only entitled to pregnancy leave or parental leave if she has been employed with you for at least 13 weeks.

QUEEN'S PARK UPDATE:
Key New Regulatory Changes of the Past Few Months

During the first semester of 2015 there were several key changes to provincial, and federal, employment legislation which have the potential to significantly impact your future legal obligations. Those changes are as follows:

1. *Coming into Force of Sections of Stronger Workplaces for A Stronger Economy Act, 2014*

This new *Act* applies only to provincially regulated employers. The *Act* amends certain sections of the Ontario *Employment Standards Act,* in the following ways:

- As of February 20, 2015, Employment Standards Officers will be authorized to issue Orders requiring employers to pay unpaid wages earned at any point during the 2 years immediately preceding the date of the employee's claim for wages;
- As of February 20, 2015, such Orders to pay unpaid wages will no longer be capped at $10,000 per employee, as had previously been the case, and will be for an unlimited dollar amount;
- As of May 20, 2015, new self-auditing requirements will come into force, granting Employment Standard Officers additional powers. Henceforth those Officers will now be able to compel employers to conduct self-examinations of their records and practices and to report any and all findings to the Ministry of Labour for its determination of whether or not those employers are complying with their obligations under the *Act*; and
- As of May 1, 2015, all employers will now be required to post the most recent version of the Ministry of Labour's Employment Standards Poster (Version 6.0) in their workplace and all employees must receive a copy of the poster by June 19, 2015.

2. *Adoption of Working at Heights Training Program Standard under the Occupational Health and Safety Act*

Needless to say, this new OHSA standard applies to provincially regulated, and not federally regulated, employers. It requires that all provincially regulated employers whose worksites are regulated by the *Regulations for Construction Projects* ("*the Regulations*") ensure that any employees who work at significant heights successfully complete the necessary heights training with a qualified instructor. Those who received prior training under the *Regulations* will have until April 1, 2017 to complete the new training standard.

3. *Coming into force of sections of the Accessibility for Ontarians with Disabilities Act ("AODA")*

This *Act* applies only to provincially regulated employers. As of January 1, 2015, new requirements under the *AODA* are now in force. They are as follows:

Large employers: (consisting of 50 or more employees) must now abide by the training and feedback requirements specified under the *Act*, namely:

- The employees must be trained on the requirements of the *Integrated Accessibility Standards Regulation* and the Ontario *Human Rights Code* as they pertain to persons with disabilities;
- The training must be provided to all employees, volunteers and individuals who provide goods, services or facilities on the organization's behalf;
- All large employers which currently have in place a process to receive and respond to feedback regarding their organization must make that process available through accessible formats and communications; and
- The employers must notify the public that accessible formats are available.

Small employers: (less than 50 employees) are now required to develop, implement, and maintain policies governing how they will ensure that disabled people can gain full access to their workplace, in compliance with the specifications in the *Integrated Accessibility Standards*. Large employers of more than 50 employees have previously been ordered to comply with this requirement, as of January 1 of last year.

4. *Coming into Force of Sections of Bill C-45 - Jobs and Growth Act, 2012*

Although this *Act* was passed by the federal Parliament several years ago, some of its provisions concerning the obligations of federally regulated employers to provide holiday pay only just came into force on March 16, 2015. Those changes involve holiday pay and include the following:

- *A new formula for calculating general holiday pay for all employees who work for federally regulated employers.* Pursuant to that formula, holiday pay is now to be calculated based on 1/20th of the wages, excluding overtime pay, earned by the employee during the four weeks that preceded the week in which the general holiday occurred. This is similar to the formula currently in use in the Ontario *Employment Standards Act;*
- *A new formula for calculating holiday pay for federally regulated employees who are paid, at least partly, by commissions and who have at least 12 weeks of continuous employment*. For those employees holiday pay will now be calculated as 1/60th of the wages, excluding overtime pay, which they earned during the 12 weeks that preceded the week of the holiday; and
- *A change in the eligibility requirement for holiday pay for all employees who work for federally regulated employers.* Henceforth all such employees must have worked for at least 30 days in order to be eligible for holiday pay. This new formula replaces the old holiday pay eligibility requirement which required that the employee have worked at least 15 out of the previous 30 days.

When Can You Fire an Employee for His or Her Off-Duty Misconduct or Vulgarity?

When do an employee's nasty or vulgar remarks or social media posts, undertaken online in the privacy of his own home, or live at some off-duty social event or sporting activity, entitle an employer to dismiss him for just cause? This question is particularly topical in light of the intense national media attention recently directed at Hydro One's abrupt dismissal of Shawn Simoes, the now infamous Hydro One employee who made lewd and offensive comments to a female reporter at a Toronto FC soccer game in early May of this year.

Recent Developments In The Law:

On this issue, Canadian employment law appears to be in the midst of rapid and draconian change. Up until quite recently, it was all but impossible for an employer to fire an employee for cause for any objectionable off-duty remarks, unless it could be shown that those remarks irrevocably undermined his ongoing future ability to do his job, or constituted a serious and intentional attempt to damage his employer's reputation. Barring those extreme circumstances, off-duty employees were generally free to say, or write, whatever they wanted, to whomever they pleased, so long as they refrained from doing so while *at work.*

No longer. In the last few years there has been dramatic change on this front. With the rise of social media, the potential impact which an employee's off-duty comments or posts can have on your organization's public reputation has escalated enormously. More and more, courts are beginning to recognize that the misbehavior of off-duty employees, while seemingly irrelevant to their on-duty work performance, can nonetheless prejudicially affect their employer's public 'brand', and thereby constitute just cause for dismissal.

Today, many HR professionals still assume that an employee cannot generally be punished for misconduct which he carries out while attending an off-duty event, or writing online in the privacy of his own home, and that such misconduct can only be sanctioned if it wholly undermines confidence in the employees' ability to do his work. This assumption is now increasingly outdated, if not wrong. In cases where the employer's 'brand' is significantly impacted, employers currently have the authority to dismiss, employees, even when their actions outside the workplace are totally unrelated to, and have absolutely no objective impact on, their actual ability to do their job. The recent case of Shawn Simoes is just the latest example in an increasing trend where employers are successfully invoking the off-duty, but much publicized, bad behavior of their employees, to justify their termination.

CityNews Reporter Shauna Hunt confronts Shawn Simoes on May 10, 2015 at BMO Field.

Current Law In Ontario On Terminating Employees For Off-Duty Misconduct:

Employees have long owed a legal duty of good faith toward their employer which, according to the courts, requires them to avoid off-duty behavior that would obviously cause significant harm to their employer. But exactly how bad does the misbehavior have to be for it to amount to just cause for dismissal?

As stated only last year in *The City of Toronto v Toronto Professional Fire Fighters' Association, Local 3888* (Nov. 2014), the applicable test for determining whether off-duty misconduct warrants dismissal is whether "*a reasonable and fair-minded member of the public, if apprised of all the facts, would consider that the [employee's] continued employment would so damage the reputation of the employer as to render that employment untenable."*

In the *City of Toronto* case, the arbitrator upheld the termination of a firefighter for sending out tweets which denigrated women, disabled persons and minorities, and which were reported in *The National Post*. The arbitrator later ruled that the tweets violated the Ontario *Human Rights Code*

and a number of the employer's own written HR policies.

In recent years, Ontario courts and arbitrators have identified several factors to be used to determine the lawfulness of terminating an employee for his off-duty misconduct, including (i) the nature and seniority of the employee's position within the organization; (ii) the employer's reasonable expectations of how the employee would behave; (iii) the seriousness of the employees' off-duty misconduct; and (iv) the actual and potential harm of such misconduct to the employer's business and reputation.

What's more is that the potential damage to the employer's reputation need not even be proven through direct evidence. It is enough for the employer to establish that the employee's misconduct is of such magnitude as to have the *potential* to impact negatively on the employer's public reputation or 'brand'.

When determining whether or not off-duty misconduct amounts to just cause for dismissal, courts and arbitrators often refer to the test enunciated in *Millhaven Fibres Ltd. v Oil, Chemical and Atomic Workers I.U Loc 9-670,* which requires that the employer show that the off-duty misconduct (i) harms the company's reputation or product, (ii) renders the employee unable to perform his duties satisfactorily, (iii) causes other employees to refuse or hesitate to work with the offending employee, (iv) contravenes the *Criminal Code*, or *Human Rights Code*, or (v) seriously undermines the employer's ability to efficiently manage its operations and workforce. Evidence of the breach of any single one of these 5 factors can be sufficient to amount to just cause for dismissal.

What Precautions Employers Should Take To Maximize Their Future Ability To Punish Offending Employees:

In the new age of social media, off-duty misconduct has the potential to do immense damage to your organization's public brand and its reputation with clients and suppliers. Sometimes the best way of containing that damage, and of restoring public faith in your organization, is to immediately, and publicly, fire the offending employee, just as Hydro One decided to do in the case of Shawn Simoes. In so doing, your organization sends a clear message to its customer-base that it strongly disapproves of such misbehavior before that misbehavior has time to seep into the public's consciousness and taint your 'brand'.

In order to increase your ability to discipline employees who engage in off-duty misconduct, you should consider taking the following precautions:

- *Draft a Code of Conduct which prohibits off-duty misconduct:* Although most existing Codes of Conduct do not cover off-duty conduct, all Ontario employers would now be wise to adopt a written code which expressly bans any form of off-duty harassment or other misbehaviour which could potentially be injurious to its public reputation. An employer who takes this precaution, as Hydro One had previously done prior to the Simoes incident, is far more likely to see an Ontario court or tribunal later uphold its disciplinary sanctions, when these are challenged by the offending employee;

- *Amend your employment agreement template to include a 'morality' clause:* As a further measure of protection, a prudent employer may wish to amend its employment agreement templates to provide that its employees, even when off-duty, must conform to certain behavioral norms in order to safeguard the employer's public image, and to specify that the first reported failure to do so will constitute just cause for immediate dismissal. Doing so will not only later make it far more difficult for the offending employee to successfully challenge his or her termination but will also ultimately serve to incite *all* your employees to be more careful about engaging in any off-duty misbehavior which could be publicized and damaging to your company and 'brand'.

In prohibiting the more egregious forms of off-duty misbehaviour, your organization will need to strike a careful balance between forestalling potential damage to its public reputation and 'brand', in an age of increased publicity through social media, and the legitimate desire of your staff to preserve some degree of continued privacy in their personal lives. Understandably, few employees will be prepared to confer on their employer an untrammelled right to police *all* of his or her private, off-duty activities. Soloway Wright LLP's employment lawyers can assist you in striking the right balance between these two competing interests, thanks in part to their unique experience in working closely with both management and employees.

EMPLOYERS BEWARE:
In 2015, Your Firm's Termination Clause May Suddenly Have Become *Unenforceable!*

Is the termination clause in your organization's employment agreement template still legally enforceable? When asked that question, many CEOs and HR managers reply that they are *certain* that it *must* be enforceable because it was drafted, or vetted, by a reputable law firm within the last few years.

Before you answer in the same way as those other CEOs and HR Managers, consider *this:* a recent informal survey of the current employment agreement templates of 50 Ottawa companies revealed that *more than half* of those companies were unwittingly using termination clauses which had originally been drafted by lawyers, but which were null and void, and hence no longer enforceable!

This is because recent developments in Ontario employment law have now struck down many standard company termination clauses which were drafted by competent legal counsel several years ago and which, *at that time*, were widely considered to be legally water-tight. As a result, any termination clause which your company's trusted employment lawyers once assured you was fully enforceable may now, in 2015, no longer be worth the paper it is written on.

Operating your business without currently enforceable termination clauses can ultimately prove to be very costly to your company's bottom-line. Without such a clause, your company may be obliged to pay 1 or 2 *months* of salary per year of service, and sometimes more, every time someone is terminated. On the other hand, if your company is using a properly drafted, and still currently enforceable, termination clause, the law generally requires it to pay its terminated employees only 1 or 2 *weeks* of termination pay per year of service. As a result, the dollar cost to your company of terminating staff *without* a valid termination clause is astronomically greater than it is if you do so with a clause that is *valid!*

Given the significant financial stakes involved, it behooves all responsible CEOs and HR Managers to make absolutely certain that their company's termination clause is still legally valid and fully enforceable.

How Certain Can You Be That Your Company's Termination Clause Really Is Still Enforceable In 2015?

As most HR managers know, a company's termination clause is void *ab initio,* and legally unenforceable, whenever that clause provides for payment of *less* money than what is explicitly prescribed in the Ontario *Employment Standards Act* ("the *Act"*). As stated by the Supreme Court of Canada 25 years ago, in its seminal decision in *Machtinger v. HOJ Industries,* whenever a company's termination clause is void *ab initio,* the employer is legally obliged to pay all terminated employees *full Common Law pay-in-lieu of notice,* just as if the termination clause had never even existed in the first place ("the *Machtinger* rule").

What many HR managers do *not* know, however, is that in a recent series of court decisions, handed down over the past 4 years, the Ontario Superior Court has suddenly and very dramatically, extended the *Machtinger* rule to invalidate a large swathe of recently drafted termination clauses that most lawyers had believed to be watertight and enforceable.

In one of those recent decisions, *Wright v. Young and Rubicam Group of Companies,* the Superior Court ruled that any company's termination clause will be null and void if it has the *potential* to fall short of *any aspect* of the termination provisions of the *Act,* regardless of whether or not such provisions actually infringed the Act at the time of the employee's termination. In this case, the termination clause provided all the company's dismissed employees with a relatively generous severance pay formula of 2 - 3 weeks of salary per year of service. Wright himself, the dismissed plaintiff, had 5 years of service and the company's termination clause entitled him to 13 weeks of salary – that is to say to *more* salary than the termination and severance pay provisions of the *Act* required his employer to pay him! However, due to a minor error of calculation committed by the lawyer who drafted the clause, that same contractual severance formula also provided for *slightly less* pay than the *Act* required be paid to Wright in the hypothetical eventuality that he *had remained*

with the company for another few years. Although the pay formula in the company's termination clause provided Wright *himself* with *more* money than the company was statutorily required to pay him at the time of his termination, the Court nevertheless declared the entire clause to be void *ab initio* because its wording, hypothetically, *had the future potential* to contravene subparagraphs of the *Act* in minor ways that had absolutely no *present* application to Wright himself.

In a second recent decision, *Stevens v. Sifton Properties Ltd.,* the Superior Court pushed the reasoning in *Wright* one step further by ruling that any termination clause is now invalid if it fails to *clearly and unambiguously* provide for continued benefits coverage during the period of statutory notice prescribed in the *Act*. In that case, the company's termination clause was silent as to whether or not dismissed employees would be provided with benefits coverage during the notice period, and the employer had voluntarily – and generously – elected to provide the dismissed employee with full benefits coverage for that period, even though it was not contractually required to do so. Despite the employer's generosity, and solely because the termination clause itself failed to explicitly confirm that benefits coverage had to be continued, the Court declared the entire clause to be void *ab initio,* with the result that the dismissed employee became legally entitled to Common Law pay-in-lieu of notice.

In The Wake Of Wright And Stevens, Which Company Termination Clauses Have Now Become Legally Unenforceable In 2015?

Based on the Ontario Superior Court's new reasoning, in *Stevens* and *Wright,* it now appears that the Court will strike down, as unenforceable, *any and all* of the following termination clauses:

(i) All termination clauses which appear to *implicitly deny continued benefits coverage* to dismissed employees, even if the employer had absolutely no intention of denying them such benefits coverage;

(ii) All termination clauses which *do indeed* provide dismissed employees with continued benefits coverage, but fail to do so for up to *16 weeks* following the date on which they receive written notice of termination;

(iii) All termination clauses which explicitly provide dismissed employees with *a fixed lump sum payment of less than 42 weeks' salary* (that is to say less than 10.2 months' pay) regardless of how short their length of service with the company; and finally

(iv) All *other* termination clauses which provide dismissed employees with escalating tranches of pay-in-lieu of notice based on years of service *where any single one of those pay tranches,* as in *Wright,* mistakenly falls below the aggregate termination pay and severance pay prescribed in the *Act* for employees of that number of years of service.

As of 2015, many of the recently drafted termination clauses which are currently being used by companies across Ontario fall into at least one of these 4 newly prohibited categories, and are therefore undoubtedly now void *ab initio,* pursuant to the Court's reasoning in *Stevens* and *Wright.*

What Are The Financial Consequences To Your Business Of Operating Without A Valid Termination Clause In 2015?

In the long run, operating your business with a termination clause which is now void *ab initio,* and hence legally unenforceable, can have very onerous financial consequences for your company.

If the termination clause in your company's employment contracts has been properly drafted, and is still currently valid, then (subject to a few statutory exceptions) each time you terminate someone's employment, you need only pay him or her approximately *1 week* of statutory termination pay per completed year of service, to a final cumulative maximum of only 8 weeks' pay"*****.

On the other hand, if your company's termination clause is now *invalid*, or if you never had such a clause to begin with, then you will be legally required to pay your dismissed employees full Common Law pay-in-lieu of notice, often amounting to *1 or more months* of salary per year of service, *to an effective maximum of 24 months' pay.*

In dollar terms, the differential between operating your business with, and *without*, a legally enforceable termination clause in your company's employment contracts, or letters of hire, can be quite staggering. By way of illustration:

- A middle-aged managerial employee, who is paid an annual salary of $76,000.00, who has accumulated slightly less than a year's service and who is terminated *without* a valid termination clause would ordinarily be owed between *2 and 6 months'* pay-in-lieu of notice – that is to say between *$12,500.00* and *$38,000.00;* however, if that same managerial employee is terminated with a properly drafted, *and still valid,* termination clause, he is owed only *1 week* of termination pay, amounting to a paltry *$1,500.00*;

- Even more strikingly, a sexagenarian managerial employee, who is paid an annual salary of $120,000.00, who has accumulated 35 years' service and who is abruptly terminated *without* a valid termination clause would be owed about *24months'* pay-in-lieu of

notice – that is to say *$240,000.00;* however, if that same sexagenarian manager is terminated with a valid, and properly drafted, termination clause, he would normally be owed only 8 weeks' termination pay, amounting to a relatively paltry $18,500.00.*****

As these two examples vividly illustrate, any CEO or HR manager who runs his business operations without an enforceable termination clause in his company's employment contracts, or letters of hire, is ultimately assuming an enormous – and wholly unnecessary – costs mark-up for the company, which, on the specific facts of the second example above, amounts to a mind-boggling 1,300% (13 times) more than what the law would otherwise require the company to pay!

In the long run, by operating without a valid termination clause, HR managers and CEOs are unwittingly placing their companies at a significant competitive disadvantage with other firms in their industry which have taken the time to revise *their* clauses to ensure that they now comply with the decisions in *Stevens* and *Wright.* Even if your company usually terminates only a couple of employees each year, the costs differential between having *a valid and enforceable* clause in your employment contracts and having *an invalid* one (or not having one at all) can easily exceed $100,000.00 per year.

For this reason, any business-savvy employer or CEO who wants to avoid paying such colossal, and ultimately unnecessary, termination costs each year should promptly contact the expert employment lawyers of Soloway Wright LLP, or some other reputable law firm, to ensure that his or her company's termination clause is immediately reviewed and revised to fully comply with the new rules recently enunciated by the Superior Court in *Stevens* and *Wright.* Such is a '*no-brainer'* since the future annual costs savings to your company will far exceed the legal fees incurred in revising its termination clause to ensure full compliance with the recent caselaw of the Ontario Superior Court.

*****This assumes that the employer's total annual payroll is less than $2.5 million, and that it is not terminating 50 or more employees in any single 4 week period. Otherwise, statutory severance pay and possibly mass termination pay would also have to be paid to the dismissed employee, pursuant to Sections 64-66 of the *Act* and 3(1) of Ontario Regulation 288/01.

QUIZ: 'Just How Savvy Are You At HR?'

(Can you score 6 out of 6?)

IS IT TRUE THAT……

1. During an employee's probationary period, you can dismiss him for any reason, and at any time; True / False

2. If you tell an employee that he is "*probationary*" or "*on probation*", then you can later dismiss him without having to provide reasonable notice of termination or pay-in-lieu of notice, if his performance becomes unsatisfactory; True / False

3. Employees can agree to waive their legal right to be compensated for future overtime hours which they may work; True / False

4. You do not have to provide overtime pay to an employee if your firm policy explicitly prohibited her from working overtime without prior authorization, and she went ahead and worked the overtime anyway, without that prior authorization, in defiance of company policy; True / False

5. When an employee signs an employment agreement *after*, rather than *before*, she arrives at the office for her first day of work, nothing in that agreement will be legally enforceable against her; True / False

6. It is illegal to terminate an employee for serious performance-related problems that arise from his or her medical condition or disability, except if accommodating those serious problems would actually cause "*undue hardship"* to the employer. True / False

(Answers on the back page of this Newsletter)

ANSWERS TO QUIZ:
'JUST HOW SAVVY ARE YOU AT HR?'

1. **FALSE:** A probationary employee can only be dismissed in accordance with the following procedural rules: (i) the dismissal must be carried out in good faith (meaning that the employer must harbour a sincere concern about the employee's ability to fit in); (ii) the dismissal must not be for reasons which contravene the *Human Rights Code*; and (iii) the employer must give the employee a full and proper opportunity to prove himself;

2. **FALSE:** Simply telling an employee that he is "*probationary*" or "*on probation*", in itself, has absolutely no impact on your ability to subsequently dismiss him, or on your liabilities to him. You can only avoid providing him with notice of termination or pay-in-lieu of notice if his employment contract contains a properly drafted probationary clause explicitly permitting you to do so;

3. **FALSE:** Pursuant to subsection 5(1) of the ESA, (and subject to very limited exceptions) employees cannot agree to work overtime hours at a rate lower than 1.5 times their regular rate and any contractual agreement to do so is null and void. Nor can employees validly agree to reduce their regular rate of pay for the hours worked in excess of the applicable overtime threshold;

4. **FALSE:** Subject to a limited number of specific exceptions enumerated in the ESA Regulations, overtime pay must be paid to *all* employees who work overtime, regardless of whether or not the overtime work was ever actually authorized. This means that even an employee who works overtime hours after being explicitly forbidden to do so by her employer is still nonetheless entitled to overtime pay;

5. **TRUE:** When an employee signs an employment agreement *after* rather than *before* she starts work, that signed agreement cannot subsequently be enforced against her, and the courts will generally refuse to enforce any clauses contained therein, including any termination clause and non-solicitation clause which she agreed to abide by;

6. **TRUE:** The Ontario *Human Rights Code* prohibits employers from dismissing any employee for performance-related problems that arise from his or her medical condition or disability, except if accommodating those problems would actually cause "*undue hardship"* to the employer. This is so even where the employer had other, very legitimate, reasons for dismissing that employee, which had absolutely nothing to do with his medical condition or disability – such as insubordination.

Soloway Wright | lawyers

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)	**613-236-0111 ext. 3177**	kvanschie@solowaywright.com
Catherine Davis (Employment Law Clerk and Legal Assistant)	**613-782-3235**	davisc@solowaywright.com