Keel Cottrelle LLP
Barristers & Solicitors

Toronto —
36 Toronto St. Suite 920 Toronto ON M5C 2C5
416-367-2900 fax: 416-367-2791

Mississauga —
100 Matheson Blvd. E. Suite 104 Mississauga ON L4Z 2G7
905-890-7700 fax: 905-890-8006

Human Resources Newsletter

October 2009

IN THIS ISSUE —

No negligent infliction of mental suffering found in disability case 2

Employers have a continuing duty to seek medical information 3

SERT monitoring not equivalent to credit course assignment 5

Search of school property not a violation of accused teacher's rights 6

Prohibition against mid-contract strikes upheld 7

B.C. workers' compensation provisions on mental stress held unconstitutional 8

Release of name not required for information to be personal 10

Policy not sufficient for criminal record check of existing employee 11

No negligent infliction of mental suffering found in disability case

In *Amaral (Litigation guardian of) v. Canadian Musical Reproduction Rights Agency Ltd.*, [2009] O.J. No. 1934, ONCA 399, the Ontario Court of Appeal issued its decision affirming the lower court's finding that there is no specific tort of negligent infliction of mental suffering absent allegations of a breach of the employment contract.

The appellant was a 23-year employee of the respondent company, holding a supervisory position at the time of her departure. The company was in the process of a major restructuring of its operations, including an increase of its staff from 40 to 60 employees and a change in workforce approach. Difficulties began when the employee applied and was denied a managerial position. She became disgruntled, and her attendance and performance began to decline. As a result, she was subjected to numerous reprimands and meetings to discuss changes in her work ethic and increased lateness.

The employee became upset and felt she was being treated unfairly and alleged religious discrimination as the reason she was not selected for the managerial position. Verbal and written warnings were provided by the employer indicating that failure to report to work on time would result in future disciplinary action up to and including termination. Two days later, the employee did not attend work, but rather visited her physician where she presented as suicidal and suffering a mental breakdown.

At the time of the Court of Appeal's decision, the employee had still not returned to any form of employment. The physician's note did not provide any detail with regard to the reason for her absence and simply stated that she was ill and would be unable to work for a month. The employer wrote to the employee twice during her month off, requesting further details on her status, however no response was provided and calls were not returned. The employer sought information from her physician on how long he anticipated that the employee would be on a continued absence in order to plan accordingly to fill her role and maintain operations. No response was given until a Statement of Claim was served on the company some two weeks later alleging constructive dismissal and seeking damages for intentional infliction of mental suffering in its dealings with the employee prior to her departure.

At trial, the causes of action advanced were negligence, intentional and negligent infliction of mental suffering and negligent supervision. The claims were dismissed entirely, as the employer's responses were determined to be reasonable and proportionate responses to her declining performance and punctuality. The Trial Judge concluded that it was unlikely that the employee's symptoms were objectively apparent to the employer. Evidence suggested that, throughout her declining performance period, the employee still continued to work long hours, and emails reflected that she was completing her work as usual without any indication of illness.

On appeal, the appellant alleged that the Trial Judge failed to consider the free standing tort of negligent infliction of mental harm. The Court of Appeal

disagreed, concluding that the Trial Judge's factual findings resulted in a conclusion that the employer could not be liable for negligent infliction of mental suffering, assuming that such a cause of action existed. The Court of Appeal highlighted the Trial Judge's determination that the employer was unaware of the mental condition of the employee and acted reasonably in response to the employee's declining performance. The appeal was dismissed and costs were awarded to the employer in the sum of $40,000.00.

Although the employer was not found liable, given the circumstances, employers should be cautious when there is a change in demeanour or habit by an employee. It is appropriate to make general inquiries to see whether the employee might give a reason for the change, perhaps suggesting disability. If so, consideration must be given to whether there is an obligation to make appropriate accommodations.

—

Employers have a continuing duty to seek medical information

In *Manitoba (Dept. of Family Services and Housing) v. Manitoba Government Employees' Union*, [2009] M.G.A.D. No. 12 (Werier), the Union, on behalf of the grievor, grieved the termination of the grievor's employment, as well as two suspensions for insubordination and a denial of sick leave. The Union sought reinstatement of the grievor and sick leave until the grievor's retirement date, from April 2006 to November 2007.

The grievor had been employed as a Vocational Rehabilitation Counsellor by the Department of Family Services and Housing for 26 years at the time of her termination. The grievor had a history of medical problems, including depression and generalized anxiety disorder, as well as a number of physical conditions of which the employer was aware. It was the position of the Union that the grievor had a mental illness at the time she was disciplined and terminated and that the employer had failed to accommodate her.

The grievor was suspended for one day in November, 2005 for insubordination as a result of altercations with her supervisor. On April 4, 2006, the grievor was suspended for two days following another altercation with her supervisor. On April 21, 2006, while on sick leave, the grievor went to her office after hours. Another employee saw the grievor crouched on the floor in front of a filing cabinet in the office of the regional director. When questioned as to what she was doing, the grievor indicated that she was looking in the filing cabinet for information about what her direct supervisor had said to the regional director about her so she could defend herself. She asked her co-worker not to say anything, however, he refused.

A meeting was held with the grievor on June 20, 2006, following which she was terminated. The employer argued that the grievor's actions, namely being in the office after hours without authorization and for the purpose of accessing information from which she was restricted constituted serious misconduct. Previous discipline, specifically for breaching the confidentiality policy with respect to client files, breaching the electronic usage policy, and insubordination, were also noted.

There was significant medical evidence presented at the hearing. In 2004, the employer had written to the grievor's psychiatrist expressing concerns about situations in the workplace and to ensure

that her treatment plan was meeting all of her needs. The psychiatrist recommended a referral to a clinical psychologist, who the grievor subsequently saw. The employer met with the grievor and her psychiatrist on a number of occasions in 2005 and in March 2006. At the meetings, the grievor and her psychiatrist indicated that the employment problems were not related to medical issues. In 2005, the grievor had an independent medical examination that concluded she was responsible for her actions and had no acute psychiatric disorder to which her hostile or erratic behaviour could be attributed. The conclusion was "*[s]he should continue to be approached and dealt with as any other employee about whom there might be performance issues.*"

The employer had undertaken a number of initiatives to manage the grievor's performance issues and to address shortcomings in the performance of her duties.

The Arbitrator noted that the case was complicated by differing medical opinions pre- and post-discharge. The employer had relied on the pre-discharge medical information provided by the grievor's psychiatrist as well as the independent medical opinion, which confirmed the opinion of the psychiatrist. In the Arbitrator's opinion, the pre-discharge medical information available did not adequately address the complexity of the grievor's situation. The Arbitrator accepted the post-discharge medical evidence, but noted that such an approach could create uncertainty for employers who make decisions based on the information available to them, and also noting that there was a trend to admit such evidence where it was relevant and helpful. The Arbitrator indicated that the grievor's behaviour during the culminating event on April 21, 2006 "*called out for a medical opinion which might shed light on the Grievor's behaviour*".

The Arbitrator concluded that further medical evidence was warranted before the grievor was terminated. The Arbitrator found that the grievor was suffering from a major depression and burnout by April 2006, which resulted in symptoms including increased paranoia and lack of judgment, which had a significant impact on her behaviour.

The Arbitrator employed a hybrid model in the human rights analysis, recognizing both culpable and non-culpable conduct. The Arbitrator held that there should be some recognition of the grievor's wrongful actions, and noted that at the time, she was not psychotic and did have some control over her actions.

The suspension in November was upheld, as the Arbitrator held that the grievor's mental condition had not deteriorated sufficiently to require accommodation or mitigation. The two day April suspension was replaced with a 1.5 day suspension, in recognition of the grievor's worsened condition. However, the Arbitrator held that the termination was discriminatory, because "*[t]he Grievor had a mental disability, an anxiety and depressive disorder. … Her actions were the product of a paranoid individual and were not rational. While she knew she was in the wrong, she clearly could not control herself and her lack of judgment was a result of her illness*".

The termination was set aside and replaced with a one month suspension in recognition of the grievor's wrongful conduct. It was also ordered that the grievor was to continue to access sick leave until she was able to qualify for her pension.

This case confirms that the duty to accommodate is a continuing one that must

be applied throughout the employment relationship. The fact that the employer had previously acted in good faith in accommodating and maintaining its awareness of the grievor's needs during the employment relationship, did not excuse the employer's failure to consider her needs at the time of the culminating behaviour leading to termination.

—

SERT monitoring not equivalent to credit course assignment

An Arbitrator's decision that a School Board violated the preparation and planning provisions of its collective agreement was the subject of a recent judicial review in *Halton Catholic District School Board v. Ontario English Catholic Teachers' Association,* [2009] O.J. No. 718 (Sup. Ct.). Interestingly, one of the main grounds of the School Board's appeal was that the Arbitrator's finding reflected a conclusion that was not advanced by either party to the grievance.

Changes reflected in the parties' new collective agreement initiated the dispute. In the predecessor collective agreement, Special Education Resource Teachers (SERTs) in the secondary panel performed duties relating to the teaching and support of students with exceptionalities, including the monitoring of student progress with respect to Individual Education Plan goals. SERTs were assignable to four classroom periods plus a lunch period with no supervision/on-call duties and no planning/preparation period. In the new collective agreement however, SERTs were provided with a planning/preparation period and were required to perform supervision and on-call duties. In effect, the timetabling distinctions between SERTs and other teachers were eliminated and either could be assigned to 3 periods plus a lunch period and preparation/on-call periods.

At the arbitration, the Union alleged that the workload of a SERT was increased due to the new collective agreement and sought redress including, having the monitoring activities performed by SERTs identified as 1 out of the 3 courses that could be assigned under the new collective agreement provisions, as well as reimbursement to SERTs who were assigned to teach more than 3 periods daily. The Union acknowledged that student monitoring was part of a SERT's function and had been performed for many years. The Union did not grieve the Board's assignment of monitoring work to SERTs. Rather, the issue before the Arbitrator was whether or not the Board had an obligation to assign the duty as a course or to provide time away from the classroom assignment to complete that duty.

The Arbitrator however, considered the issue quite differently. He analyzed whether or not monitoring was an assignable duty and drew a distinction between "direct" and "indirect monitoring" concluding that "direct monitoring", completed during class time or outside class time, was properly assigned as part of a relevant course assignment. He held that the portion of "direct monitoring" not occurring during class time was properly attributable to planning and preparation periods. The Arbitrator then concluded that the Board violated the agreement by improperly assigning a caseload to SERTs that included "indirect monitoring" under the

preparation/planning provisions of the agreement.

Applying a reasonableness standard, the Court concluded that the Arbitrator's decision was not within the range of reasonable and acceptable outcomes based on the context of the collective agreement, the history of the parties and their reasonable expectations: "*The reasonable expectation of the parties under the collective agreement is that the board will manage and that teachers will teach, performing all of the activities and functions that the profession entails from time to time within the particular environment subject only to the express constraints which the parties have bargained and incorporated into the agreement*". In the Court's view, the Arbitrator erred by failing to appropriately decide whether or not monitoring was equivalent to a credit course. Given the Arbitrator's finding that student monitoring did not require the equivalent of a course credit under the workload provision, the Court dismissed the grievance, as it would not have succeeded at Arbitration.

Balancing the duties of teachers continues to be a challenge, particularly at the secondary panel.

—

Search of school property not a violation of accused teacher's rights

In *R. v. Cole,* [2009] O.J. No. 1755, the Crown successfully appealed the Trial Judge's decision to exclude evidence related to the possession of child pornography, because of the accused teacher's rights against unreasonable search and seizure.

The accused secondary school teacher taught computer science and supervised the operation of the school's computer network. He was issued a laptop by the school to execute his duties. While surveying the school's server, the school's IT technologist noticed a high level of connection between the teacher's computer and the server. The technologist examined the usage of the laptop and discovered a folder containing nude photographs of a young female student who attended the school. The teacher had accessed the images through the student's e-mail account, and had copied the pictures for himself. The technologist brought the matter before the principal who requested that the laptop be surrendered. The images were provided to the police. The police did not obtain a search warrant prior to viewing the images because the school indicated the school board owned the laptop.

The teacher was charged under s. 163.1 of the *Criminal Code* with possession of child pornography and section 342.1 for fraudulently obtaining data from another computer hard drive. The Trial Judge had decided on the basis of *R. v. Debut*, [1989] 2 S.C.R. 1140, *McKinney v. University of Guelph*, [1990] 3 S.C.R. 229, and *R. v. M.R.M.*, [1998] 3 S.C.R. 393, that the high school authorities were not a statutory authority to which the *Charter of Rights and Freedoms* ("*Charter*") applied. Therefore, the actions of the school representatives and authorities prior to police involvement were not the subject of *Charter* review. The Trial Judge went on to determine if there was a violation of the accused person's section 8 *Charter* rights (the protection against unreasonable search and seizure) when the police became involved. The Trial Judge set out to determine whether or not the teacher had a reasonable expectation of privacy in the contents of the laptop's hard drive. The Trial Judge held that the teacher did have a reasonable expectation of privacy, and that the seizure of the material without a warrant

was "*egregious and constituted a breach of Richard Cole's section 8 Charter rights*." The charges were therefore dismissed.

The issue of whether the *Charter* applied to the school authorities was not raised on appeal and the Court did not decide the correctness of the Trial Judge's determination of the matter.

The Crown advanced three grounds of appeal. Firstly, the Crown argued that the Trial Judge had erred in determining that the teacher had a reasonable expectation of privacy. Secondly, the Crown argued that the Trial Judge erred in deciding that the Crown had failed to establish that the warrantless search was reasonable, because the search was authorized by law or consent and conducted in a reasonable manner. Lastly, the Crown argued that the Trial Judge erred in his decision to exclude the evidence pursuant to section 24(2) of the *Charter* (remedies).

The Court of Appeal found that the teacher had a subjective expectation of privacy in the data, because he had possession of the computer and a password to operate it, but that his subjective expectation was not objectively reasonable.

The laptop was issued to the teacher as a part of his employment with the school board, and was still the property of the school board. Further, there was evidence that the Acceptable Use Agreement signed by students when using the school's computers, was also applicable to staff, and that the teacher was aware of its terms and application. The Use Agreement indicated that "*users should NOT assume that files stored on network servers or hard drives of individual computers will be private*." In addition, the Acceptable Use Agreement prohibited the accessing of inappropriate content, including pornographic material. Further, the teacher was aware that the data on his computer and his server profile were subject to occasional review by the school board without the use or need of his laptop or his password.

The Court of Appeal found that the teacher waived the right of privacy to the data on his laptop, and therefore, his subjective expectation of privacy was unreasonable.

The Court of Appeal held that the Trial Judge's determination that the teacher had an objectively reasonable expectation of privacy in the contents of the laptop's hard drive was an error of law. As such, there was no error by police and the evidence was admissible.

This case highlights the importance of Acceptable Use policies and ensuring that employees are aware that their computer use is not their property, is not private and is subject to monitoring.

—

Prohibition against mid-contract strikes upheld

In *British Columbia Teachers' Federation v. British Columbia Public School Employers' Assn.*, [2009] B.C.J. No. 155, the appellants, the British Columbia Teachers' Federation and the Hospital Employees' Union, challenged the definition of "strike" in section 1 of the British Columbia *Labour Relations Code*. The definition restricted "mid-contract strikes" pursuant to section 57 of the *Code*. The groups argued that the definition infringed on their rights under s. 2(b) (freedom of expression) of the *Canadian Charter of Rights and Freedoms*.

On Friday, January 25, 2002, the provincial government introduced three employment related bills. The appellants

staged work stoppages to protest the employment legislation, because it interfered with their conditions of employment and overrode the collective bargaining process. The Labour Relations Board determined that the strikes contravened the mid-contract strike prohibition in the *Code*. The BCTF appealed this decision, arguing that they were afforded protection under section 2(b) of the *Charter*.

The Court held that the mid-contract strike prohibition did restrict expression, but that the restriction was justified by section 1 of the *Charter*. The Court found that the objective of the prohibition against mid-contract strikes was pressing and substantial, as its purpose was to prevent the disruption of services and to create certainty and stability in the workplace. The prohibition was intended to curtail disruption caused to services or production, therefore, it was rationally connected, and the complete prohibition was a minimal impairment of rights, because not all means of expression were affected. Lastly, the prohibition was proportionate to the balance between the right to expression and the harmful impact of work stoppages. The Court dismissed the Application.

The balancing of competing rights is a challenge for employers, tribunals and the Court. In most cases, choosing the action that causes the least impairment or is the least restrictive is the safest way to proceed.

B.C. workers' compensation provisions on mental stress held unconstitutional

In *Plesner v. British Columbia (Hydro and Power Authority)*, [2009] B.C.J. No. 856 (C.A.), the Court of Appeal heard an appeal by Plesner of a decision of the British Columbia Supreme Court with respect to denial of workers' compensation. The issue before the Court was whether a provision, s. 5.1(1)(a), of the B.C. *Workers' Compensation Act*, and an interpretive policy, Workers' Compensation Policy Item No. 13.30, were in violation of the equality provision, s. 15(1), of the *Canadian Charter of Rights and Freedoms*. The majority of the Court held that the combination of the provision and the Policy was unconstitutional and severed portions of the Policy.

Plesner had been present at B.C. Hydro when a natural gas pipeline ruptured allowing gas to escape. According to the appellant, the incident occurred 40-50 feet from him, caused a very loud hissing sound and gas shot 100 feet in the air. Plesner was evacuated with the other employees, but he was not permitted to leave the work site. Two weeks later, he began to experience stress, and he was no longer able to work. He was subsequently diagnosed with Post Traumatic Stress Disorder.

Plesner claimed for workers' compensation from the provincial plan and was denied. The rejection was upheld through several appeals, culminating with the Workers Compensation Appeal Tribunal and upon judicial review before the British Columbia Supreme Court. The

appeal before the Court of Appeal was strictly related to the question of whether s. 5.1(1)(a) of the *Workers Compensation Act* and Policy Item No. 13.30 were in violation of the *Charter*.

Section 5.1(1)(a) read: "*Subject to subsection (2), a worker is entitled to compensation for mental stress that does not result from an injury for which the worker is otherwise entitled to compensation, only if the mental stress (a) is an acute reaction to a sudden and unexpected traumatic event arising out of and in the course of the worker's employment*". Policy Item No. 13.30, which the Workers Compensation Appeals Tribunal was required to apply to its interpretation of the *Workers' Compensation Act*, noted that the *Act* set out a two part test: "*1. There must be an acute reaction to a sudden and unexpected traumatic event. 2. The acute reaction to the traumatic event must arise out of and in the course of employment.*" An acute reaction had to be "*immediate and identifiable*", and was defined as: "*severe emotional shock, helplessness and /or fear, it may be the result of a direct personal observation of an actual or threatened death or serious injury; a threat to one's physical integrity; witnessing an event that involves death or injury; or witnessing a personal assault or other violent criminal act.*" In addition, the event had to be traumatic, which was described as "*a severely emotionally disturbing event*" and may include "*a horrific accident; an armed robbery; a hostage taking; an actual or threatened physical violence; an actual or threatened sexual assault; and a death threat*". Further, the traumatic event must in all cases be "*clearly and objectively identifiable; and sudden and unexpected in the course of the worker's employment*".

The Court found that the effect of s. 5.1(1)(a) when read with Policy No. 13.30: "*completely removed chronic stress as a basis for recovery of benefits, and established a very high causative threshold for the recovery of compensation for purely mental injuries*" and that such a threshold did not apply to physical injuries or mental injuries linked to physical injuries.

The Court considered: (1) whether the law imposed differential treatment between Plesner and others in purpose or effect; (2) whether a ground for discrimination was the basis for the differential treatment; and (3) whether the law was discriminatory in purpose or effect within the meaning of the right to equality. The Court found that the law did impose differential treatment on people suffering mental injury, as compared to workers who suffer physical injuries in the course of employment, that the differential treatment was based on the protected ground of disability, and that this amounted to discrimination within the meaning of the *Charter*. The Court then undertook to determine whether the discrimination was justifiable under s. 1 of the *Charter*, and found that it was not.

The majority of the Court found that Plesner was correct in his assertion of discrimination on the basis of disability. The Court commented that:

"*The fact that a subset of workers who suffer from purely mental injuries may meet the high threshold for compensation under these provisions does not dictate a different conclusion. They, too, are discriminated against in relation to those suffering from physical injuries in a manner which treats all of those who suffer from purely mental injuries as less deserving, less credible, and generally less*

worthy of compensation under the Act than workers suffering from physical injuries, or from mental injuries linked to physical injuries. The provisions are an affront to their human dignity and devalue them as human beings."

The Court severed portions of Policy Item No. 13.30 and declared them to be of no force and effect, deciding that s. 5.1(1)(a) did not offend the *Charter* when read on its own.

The minority of the Court would have dismissed the appeal, finding that s. 5.1(1)(a) did not violate the *Charter*.

It will be interesting to see whether or not this decision is appealed to the SCC, and whether or not it will have an impact in Ontario where there is similar language for mental stress.

—

Release of name not required for information to be personal

In *University of Alberta v. Alberta (Information and Privacy Commissioner)*, [2009] A.J. No. 211, the Alberta Court of Queen's Bench dismissed the University of Alberta's application for judicial review of an Order issued by the Office of the Information and Privacy Commissioner.

At issue was a Statistical Summary, which had been created by the Department of Electrical and Computer Engineering and distributed among its faculty members. The Statistical Summary did not include the names of faculty members, but it contained information about faculty members, including the number of published papers and merit increment recommendations, resulting therefrom. The information was sorted by teaching rank (professor, associate professor and assistant professor) and by merit increment.

A.B., a professor in the Department, filed a complaint with the OIPC dated May 8, 2006, alleging that the Statistical Summary violated his privacy because it disclosed his personal information without his consent. He alleged that the personal information was the merit increment recommendation, by which he was individually identifiable.

He argued that he was individually identifiable, despite his name not being published, because the number of papers he had published was known, was public information, and he was the only individual in his department to have published that many papers.

The OIPC conducted an investigation into A.B.'s complaint and concluded that the University had not contravened the Alberta *Freedom of Information and Protection of Privacy Act* as alleged by A.B. By letter dated September 29, 2006, A.B. requested that the OIPC conduct an inquiry into his complaint. The OIPC decided to conduct a written inquiry into whether the University had used and/or disclosed A.B.'s personal information in contravention of Part 2 of the *Act*, which deals with the collection, use and disclosure of personal information.

Following the written inquiry, the OIPC issued an Order requiring the University to stop publishing the "salary increment information" of A.B. and other employees with information that may contain sufficient detail to enable their identification. The OIPC's Order also

addressed other issues which were not before the Court on judicial review.

The Court dismissed the University's application for judicial review, thus the OIPC's Order stands.

Such a circumstance is not uncommon, particularly in smaller schools or school boards where employees or students might have unique special needs. Attention should always be paid to whether or not a unique personal identifier, if made known, could be connected to a particular individual.

—

Policy not sufficient for criminal record check of existing employee

In *Ottawa (City) v. Ottawa Professional Firefighters Assn.*, [2009] O.J. No. 2914, the City of Ottawa brought an application for judicial review seeking an order to quash an Arbitrator's Award that held that a policy made by the City pursuant to its Police and Criminal Records Checks Policy, was made without appropriate authority and was of no effect.

At issue was a requirement for all firefighters in Ottawa to provide written consent for the City to access, through the police department, the firefighters' criminal records once every three years. The Policy expressly provided that it "*shall be implemented consistent with any terms and conditions of employment, collective agreements signed by the City of Ottawa, the Human Rights Code and the Municipal Freedom of Information and Protection of Privacy Act*".

The Ottawa Professional Firefighters' Association did not challenge the requirement that new applicants provide written consents for criminal records checks, as a precondition to hiring, nor did the Association challenge the City's right to require a written consent from a specific firefighter when it had reasonable grounds to make the request. The Association objected to the change in policy for existing firefighters on the basis that the requirement was an unjustified invasion of privacy.

The Arbitrator found that management rights did not entitle the City to demand a blanket consent from all of its firefighters, and found that the Policy infringed the privacy rights of firefighters. The Arbitrator allowed the grievance. The Arbitrator also noted that the Award did not prevent the City from requiring an employee to sign the necessary consent form for access to criminal records where reasonable grounds justified the request, or on a case by case basis as contemplated by the *Municipal Freedom of Information and Protection of Privacy Act*.

On judicial review, the Court found that the Arbitrator's findings of fact and the Award met the standard of reasonableness, which was the applicable standard of review. The Court noted that the Arbitrator's distinction between existing and new hires was reasonable.

The Court upheld the Arbitrator's Award and dismissed the City's application.

— KC LLP —

Professional Development Corner

KEEL COTTRELLE LLP provides a full range of professional development, including conflict resolution and mediation.

Keel Cottrelle LLP **"Human Resources Session"**
Hilton Toronto Airport Hotel, Toronto
Friday, November 6, 2009

For information, contact Bob Keel:
905-501-4444 rkeel@keelcottrelle.on.ca

KEEL COTTRELLE LLP

100 Matheson Blvd. E., Suite 104
Mississauga, Ontario L4Z 2G7
Phone: 905-890-7700
Fax: 905-890-8006

36 Toronto St. Suite 920
Toronto, Ontario M5C 2C5
Phone: 416-367-2900
Fax: 416-367-2791

Keel Cottrelle LLP
Human Resources Newsletter

Robert Keel - Executive Editor
Nadya Tymochenko—Managing Editor

Contributors — The articles in this Newsletter were prepared by Kate Waters, Nicola Simmons, Kimberley Ishmael and Jennifer Asnani who are associated with KEEL COTTRELLE LLP.