Reaching Out

Reaching Out – Seventh Edition

Date: November 13, 2014

Dear Friends,

Welcome to the Fall Edition of *Reaching Out*. As we fall back an hour, we want to make sure that you do not feel like you are "falling back" in terms of current issues in labour and employment law that may affect your workplaces. In that regard, we have a full docket of issues for you this quarter to keep you up to date and to assist you in filling that extra hour you gained!

In this edition, the following four issues are addressed:

- Steve Goodwin, a partner in our Waterloo office, takes you through the challenges faced when an employee engages in potential criminal conduct and the importance of your investigation, separate and apart from any investigation conducted by the police.
- Michael Smyth, a partner in our Toronto office, reminds you of the dangers of hiring unpaid interns. In light of recent media attention, a refresher on the legislative requirements surrounding intern programs is timely.
- Siobhan O'Brien is an associate in our Ottawa office and her article focuses on "ESA-only" termination clauses. It aims to assist you in understanding the common pitfalls encountered in including such clauses in your employment contracts and how to avoid them.
- Finally, articling student Naheed Yaqubian provides an update on recent cases at the Human Rights Tribunal.

As always, we trust you will find these articles of interest and encourage you to contact us should you have ideas for future articles or any questions about the articles in this edition.

Lauri A. Reesor
Editor

IN THIS ISSUE

EMPLOYEES AND CRIMINAL BEHAVIOUR: INNOCENT UNTIL PROVEN GUILTY?

By: Stephen J. Goodwin

Abuse of a supported person, resident or client is one of the most serious breaches of trust that an employee can commit against his or her employer, and more importantly, in relation to the supported person. Arbitrators and judges alike have frequently commented upon the high standard of care placed on caregivers providing services to vulnerable individuals. However, whether or not some forms of abuse are grounds for discharge will still be based on all of the circumstances and whether the penalty is proportional to the severity of the offence.

While many would instinctively say that any level of abuse or neglect should lead to the termination of an employee, unfortunately the courts and arbitrators will look at the degree of the misconduct. Simply relying upon a policy of "zero tolerance" may not convince an arbitrator or judge that there was cause to terminate the employee, rather than impose some lesser form of discipline. The principles laid down by the Supreme Court of Canada in *McKinley* [1] and the Ontario Court of Appeal in *Dowling* [2] require a contextual analysis of the situation and "proportionality" between the offence and the penalty. Certainly, within this analysis, the high standard of care required of the employees weighs heavily in favour of more serious discipline.

Recognition of the importance of the standard of care is clearly established in the health and long term sector. [3] Often, in balancing the circumstances in relation to penalty, the high duty of care will outweigh long service and a clean record. [4] This will likely also be the case where the arbitrator has concerns about the employee's willingness or ability to commit to appropriate behaviour in the future, or an outright denial of wrongdoing in the face of the evidence. [5] Often the employer's policies on neglect or abuse, the regulatory requirements, and proper training of staff are also importance considerations.[6]

These principles have been consistently applied by arbitrators to employees in the developmental service sector and broader social services sector where the employee is providing care to vulnerable individuals. [7] In the recent *Community Living Toronto* case, Arbitrator Tims upheld the discharge of a 15 year employee for engaging in antagonistic behavior with a supported person that led to a physical altercation as well as attempting to influence witnesses. The arbitrator noted that the grievor showed no remorse, and concluded that she failed to properly de-escalate the situation in accordance with her training. In upholding the discharge for cause, the arbitrator noted that "*retaliation in the form of a physical response in kind simply cannot be justified.*"

As is evident from a review of the cases, a key component of being successful in any discipline case is the investigation. Without a thorough investigation the decision to discipline may be flawed from the start. Implementing best practices and training managers on conducting investigations will be worth the effort. Documentation is often a critical component. Where possible, obtain signed

statements, which could be original incident reports, including from all witnesses and also the person being investigated. Any investigation must provide the person being investigated with the detailed substance of the allegations and with a full opportunity to provide a response.

Often, especially when dealing with a situation of potential abuse, the employer's investigation is complicated by the factor of police involvement and criminal charges. A survey of the jurisprudence reveals that it is not uncommon for an employer to terminate an employee when criminal charges have been laid. This may be due to the fact that the employee often refuses to answer questions because his or her statements may be used as admissions in criminal court. As the employer, you will bear the onus of proof in a discharge case, which for abuse cases will often be the slightly higher burden of "clear and convincing (or cogent)" evidence on the balance of probabilities. [8] The employer must, therefore, continue with its own investigation as best it is able and make its own decision regarding the appropriate discipline based on the circumstances.

What impacts can the outcome of criminal charges have upon your arbitration or court case? There are several outcomes that may result from the criminal proceeding: conviction, acquittal, or discharge. Each will possibly have different impacts on your civil or arbitration matter with your former employee. Where the employee is convicted, there is a potential abuse of process and risk of conflicting judgments, should the employee be permitted to essentially re-litigate the matter in another forum. Keep in mind the criminal conviction was determined on the much higher standard of proof beyond a reasonable doubt. In the Supreme Court of Canada decision in *Toronto (City) v. CUPE, Local 79* [9] the Court stated that it would be a "blatant abuse of process" and that "the conviction must stand, with all its consequent legal effects." Thus, an arbitrator should give full weight to the conviction.

However, when the employee is acquitted or the charges discharged or dropped, the impact is less certain. An acquittal means the employee was tried and found not guilty, or that there was a reasonable doubt as to guilt. A discharge results where charges are dropped or discharged at a preliminary hearing level where the Crown bears a much lower threshold, as it is simply required to show sufficient evidence to warrant a trial.

Although the Toronto decision did not address the circumstances of an acquittal, some arbitrators have held that the principle still applies to an acquittal (that it should not be re-litigated) and others have held it does not apply to an acquittal because of the differing standards of proof. For instance, in *Valoris for Children and Adults of Prescott-Russell v. OPSEU* [10] the arbitrator held that the employer could not contradict or go behind the factual findings made by the Court in relation to what had happened in the circumstances of that case. This is perhaps contrasted with another court decision in *ATU, Local 279 v. Ottawa (City)* [11] where the Court determined that it was not an abuse of process for the employer to be able to present evidence and argument that the employee did in fact commit the alleged infraction.

Given the serious nature of abuse or neglect allegations and the possible impact upon supported

persons, the worker and the organization, it is critical to conduct a thorough investigation, which may be in conjunction with a criminal investigation or trial. Clearly, when an employer is able to establish that abuse or neglect did occur, the gravity of the offence will weigh heavily in relation to the severity of the appropriate discipline, which in many cases will be discharge or termination of employment.

UNPAID INTERNSHIPS: PROCEED WITH CAUTION

By: Michael S. Smyth

In the November 1, 2013 issue of Reaching Out, Kathryn Meehan reviewed a number of the issues surrounding the use of volunteers and unpaid interns in the workplace. There is no doubt that volunteers play an important role in social service and not-for-profit organizations, from fundraising to sitting as directors on the board of directors. In such roles, it is usually clear that the individual is contributing voluntarily to the organization for the organization's benefit on an irregular or casual basis with no expectation of personal benefit such as remuneration or employment. (A sense of personal fulfilment is another matter entirely). For the purposes of this article, we make a distinction between volunteers and unpaid interns – who we will define as individuals who are more regularly engaged, with an expectation that they will receive some experience, training or other personal benefit that will assist them in finding paid employment.

For many social services or not-for-profit organizations, the use of unpaid interns may appear to be an attractive and practical way to deliver services within the financial constraints that many organizations face. However, as Kathryn discussed, misclassification can have significant consequences.

In the year since that article, there have been a number of high profile cases in the media where organizations, including charitable organizations, have been found to be in violation of the Ontario *Employment Standards Act, 2000* ("ESA") as a result of their use of unpaid interns. Not only is the publicity from such a finding potentially embarrassing, as it is often characterized as exploitation of young workers, but there can be significant financial consequences as well. As a result, we thought it appropriate to revisit the issue to ensure that your organization is not at risk of an adverse finding by the Ministry of Labour.

To demonstrate its commitment to addressing the issue of misuse of unpaid interns, the Ministry of Labour conducted an internship inspection blitz from April 1 to June 15, 2014. Employment Standards Officers visited workplaces in the Greater Toronto area in sectors known to employ a high proportion of interns. Examples of sectors visited included Information Services, Consulting Services, Computer Systems Design, Public Relations and Advertising. The Officers checked whether unpaid interns were present and, if so, whether they were more properly classified as employees under the ESA. In total [12], 56 inspections were completed and it was found that 13 employers had internship positions with ESA contraventions. The Officers assessed $48,543.00

owing to employees (predominantly for minimum wages, vacation pay and public holiday pay) and issued 36 compliance orders (where the employers voluntarily agreed to pay) and one order to pay (where the employer disputed the finding). Eighteen employers had internship positions that were all exempt from the ESA or had internship positions with no contraventions. The other employers had no internship programs or active internship programs at the time of the inspection.

A spokesperson for the Ministry of Labour indicated in March of this year that the government had committed $3 million last year to hire additional inspectors and conduct workplace inspections. Accordingly, this is likely not the last that we will hear of this issue, particularly given the recent media attention.

WHAT IS THE LAW?

The ESA does not define an intern. It does define “employee” as including:

(a) a person, including an officer of a corporation, who performs work for an employer for wages,

(b) a person who supplies services to an employer for wages,

(c) a person who receives training from a person who is an employer, as set out in subsection (2), or

(d) a person who is a homemaker,

and includes a person who was an employee;

Basically, the Ministry of Labour’s position is that if individuals perform work for another person or a company or other organization and are not in business for themselves, they will be considered to be employees and therefore entitled to ESA rights. If an individual meets the definition of employee, then he or she cannot be considered an unpaid intern, and must be provided with the compensation required under the ESA, including minimum wage, vacation pay, and statutory holiday pay.

Parties cannot contract out of the minimum employment standards set out in the ESA. Thus, the fact that someone may agree to perform services as an unpaid intern (and even sign a contract or agreement to that effect) does not absolve the employer of liability if the Ministry of Labour subsequently determines that the individual is in fact an employee.

Internships are often touted as providing beneficial training experiences for the individual and that is why compensation is not provided. While it is permissible under the ESA for a person to work as an intern for no pay when he or she receives training, such an arrangement must meet a number of conditions. If an employer provides an intern with training in skills that are used by the employer’s

employees, the intern will generally be considered an employee unless **all** of the following conditions are met:

1. The training is similar to that which is given in a vocational school.
2. The training is for the benefit of the intern. That is, the individual receives some benefit from the training, such as new
   knowledge or skills.
3. The employer derives little, if any, benefit from the activity of the intern while he or she is being trained.
4. The intern does not displace employees of the employer.
5. The employer is not promising the intern a job at the end of the training.
6. The intern has been told that he or she will not receive any remuneration for his or her training.

If all of these conditions apply to an individual's situation, then the individual will not be considered an employee and will not be covered by the ESA. It is not impossible to meet these conditions, but obviously some care will have to be taken in creating the program. The expectation is that the training will require formal instruction, supervision and evaluation, and must go beyond providing "work experience". The requirements that the training is for the benefit of the intern and the organization receives little or no benefit from the activity of the intern clearly limits the ability to use unpaid interns as a way of providing or supporting a core service. Given the heightened publicity surrounding the issue, both individuals and the Ministry of Labour will be scrutinizing unpaid internships characterized as training programs to ensure that they are compliant.

There are two other exceptions that could be applicable – work experience programs authorized by a school board and college and university training programs. The ESA does not apply to a secondary school student who performs work under a work experience program authorized by the school board that operates the school in which the student is enrolled, or an individual who performs work under a program approved by a college of applied arts and technology or a university. The intention is that employers will be encouraged to provide students with practical training to complement their classroom learning. Organizations will have to work closely with the school board, college or university to develop such programs.

In conclusion, if you currently have an unpaid internship program, or you are considering implementing one, you should review all aspects of the program carefully to ensure that it meets the requirements necessary to satisfy the Ministry of Labour.

As always, it is important to have well-drafted documentation outlining the terms of the arrangements, expectations and obligations of the organization and the intern.

THE REBUTTABLE PRESUMPTION OF COMMON LAW NOTICE: HELPFUL TIPS FOR EMPLOYERS DRAFTING TERMINATION

CLAUSES

By: Siobhan M. O'Brien

There is an implied obligation at law on the part of an employer to provide "reasonable notice" of termination or pay in lieu of notice where: 1) an employer does not have cause to terminate a non-union employee; and 2) there is no provision specifying the period of notice of termination or the duration of employment in an employment contract. At common law, reasonable termination notice varies depending on the employee's age, length of service, character of employment and availability of alternate employment. There is no absolute limit on reasonable notice, but it will only exceed 24 months in exceptional cases. Common law notice is generous relative to the requirements of minimum standards legislation.

To avoid paying out the more generous reasonable notice under common law, employers can specify a contractual notice period in a written employment contract. That notice period must be clear and must comply with minimum statutory requirements. If the termination provision fails to comply with minimum statutory requirements, the employer cannot enforce the provision and the employee will be entitled to common law reasonable notice.

Absent considerations of unconscionability, an employer can readily make contracts with its employees which referentially incorporate the minimum entitlements upon termination set out in the *Employment Standards Act, 2000* ("ESA"). Such contractual notice provisions are sufficient to displace the presumption that the contract is terminable without cause only on reasonable notice. Courts will only uphold minimum standards notice provisions in a written contract if they are absolutely airtight. Ontario's Court of Appeal has emphasized the "high level of clarity" required. Ontario courts have expressed the view that there is no reason to uphold a termination clause where the drafter of the contract should reasonably have known it was not enforceable. So, any ambiguity leading to an employee receiving less than the minimum required by law will render the termination provision void.

A termination provision in an employment contract will be void where it is possible that its notice provisions would violate the statutory minimums at a future date, even though at the time of actual termination the applicable termination provision is in compliance with the ESA. Pursuant to the Supreme Court of Canada's directive in *Machtinger v. HOJ Industries Ltd.,* if the provision is null and void, "then it is null and void for all purposes, and cannot be used as evidence of the parties' intention."

The length of the notice period is only part of the termination equation in drafting the clause. The other part relates to the amount to be paid to the employee during that period. To be enforceable, termination provisions must clearly provide all pay and benefits mandated by minimum standards legislation including severance pay, vacation pay, statutory holiday pay and the continuation of benefits. If they do not, employers invite expensive and protracted litigation and may be liable for

much more costly severance terms.

The following is an example of a common, ***but unenforceable***, without-cause termination provision:

This payment will be inclusive of all notice, statutory, contractual and other entitlements to compensation and statutory severance and termination pay you have in respect of the termination of your employment and no other severance, separation pay or other payments shall be made.

This clause contemplates termination of the plaintiff's employment and complete preclusion of any further claims or entitlements by mere payment in lieu of notice and/or severance pay; *i.e,.* without any continuation of benefits until the end of the relevant notice period, and without the plaintiff being able to advance any possible claims in that regard. The clause violates s. 61(1) of the ESA, which requires an employer to maintain the benefits to which the employee would have been entitled during the period of notice. This violation renders the entire paragraph null and void.

It is important to note that even if the employer voluntarily pays the employee's benefits for the notice period, this will not cure a clause that violates the ESA. The issue isn't whether the employer acted in compliance with minimum legislative requirements, but whether the contract wording meets those minimum requirements. It will be irrelevant that the employer actually maintained the employee's benefits for the notice period. That there is a possibility that the employee would get less than the minimum statutory requirements is enough to void the termination clause and entitle the employee to reasonable notice at common law.

TIPS FOR EMPLOYERS

1. Employers should ensure no ambiguity exists that only the minimum statutory requirements under the applicable minimum standards legislation will be provided.
2. Employers should ensure that "ESA only" provisions are all-encompassing and include every aspect of the statutory requirements during the notice period.
3. Paying an employee all statutory entitlements will not save the day. Providing an employee with all of his or her ESA entitlements on termination, including the minimum benefit continuation, will not be enough to fix a deficient employment contract. Where the contract is unenforceable for any reason, the termination provision will be rendered null and void the employee is entitled to common law reasonable notice.
4. Employers should refer to the accurate name of the legislation (as amended) in the contract.

If an "ESA only" provision is not enforceable for any reason, it will not rebut the presumption of reasonable notice at common law and the damages owed to the plaintiff will be much higher than expected. We encourage employers to review their employment contracts regularly to ensure they contain the best language for limiting payments on termination.

WHAT'S NEW AT THE HUMAN RIGHTS TRIBUNAL?

By: Naheed Yaqubian

Late summer brought a few decisions of interest from the Human Rights Tribunal of Ontario ("HRTO"), with related implications for management in the Social Services Sector across the province.

LEE V. KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD [13]: A FINDING OF SUBSTANTIVE DISCRIMINATION IS NOT NECESSARY FOR A FINDING OF PROCEDURAL DISCRIMINATION

In a decision argued by Brenda Bowlby (Retd), a former partner in Hicks Morley's Toronto office, the employer was successful in resisting a finding of substantive discrimination. Notwithstanding that success, Lee is a cautionary tale for employers as the HRTO affirmed that a finding of substantive discrimination is not necessary for a finding of procedural discrimination.

When a school caretaker was terminated after refusing to return to work, he claimed his dismissal was discriminatory on the basis that he was unable to return to the school where he was permanently posted for reasons related to his disability. This occurred after he had been accommodated for some time at a different school and was requested to move back after his original supervisor had moved elsewhere.

The Tribunal found an inconsistency in the medical reports provided by the applicant's doctors, which said that the applicant could remain at a certain school but without a certain supervisor, and another which said he could no longer work at that school. The applicant confirmed that the School Board did not request clarification before following the recommendation that he be medically accommodated at a particular school. The School Board pointed out it still provided the requested accommodations, by moving supervisors around.

The HRTO held that the School Board was substantially correct in its approach to this case, although its procedural duty was not entirely fulfilled. It was the School Board's role to take appropriate steps to assess the employee's disability-related needs, and make inquiries respecting the contradiction in his medical recommendations to provide the most suitable accommodations. Although the employer had requested further documentation from the family doctor, as a specialist (psychiatrist) was involved, it was also important for the School Board to seek clarification on the diagnosis. Vice-Chair Mark Hart ultimately held that any response by the psychiatrist to a request for clarification would not have been sufficient to justify the applicant's refusal to return to the school where his permanent position was located. Despite there being no substantive discrimination, a procedural breach was found.

The *Lee* decision has important implications for employers given its suggestion that there exists an

independent free-standing procedural duty to accommodate, regardless of whether or not a substantive finding of discrimination exists. Employers should be mindful of the degree to which they are investigating employees' claims and requesting further documentation and/or justification from medical or other experts. Document-retention and record-keeping practices will be of assistance. Where there is any doubt, employers are cautioned to obtain clarification in order to ensure they have fulfilled the procedural aspect of accommodation in the workplace.

FRANCESCHINA V. ESSAR STEEL ALGOMA [14]: A REVIEW OF RULE 19A – NO REASONABLE PROSPECT OF SUCCESS

In this case, William LeMay, a partner in our Toronto office, was successful in having allegations of discrimination with respect to employment because of disability, sex, and reprisal dismissed as having no reasonable prospect of success.

The applicant brought several claims forward. These included allegations that she was unfairly disciplined for taking long coffee breaks and taking time off work at the last minute to attend a wedding, and that she was belittled by her employer and the security guards who let her into the workplace. In holding that the applicant's numerous complaints fell outside the *Human Rights Code* ("*Code*"), Vice-Chair Alison Renton reviewed the following factors to consider in dismissing a complaint for no reasonable prospect of success:

- the application can be dismissed after a hearing on the merits has already been commenced and some, but not all, evidence has been introduced;
- the applicant's burden of proof should be evaluated alongside all of the evidence heard, as well as evidence the Tribunal is anticipating;
- the elements of substantive discrimination as alleged by the applicant; and
- whether there has been direct, indirect or otherwise inferential evidence that the applicant's *Code*-related rights have been violated.

Franceschina ultimately cautions employers to not 'write-off' an employee's HRTO claim without first gathering and submitting all of the evidence to the Tribunal. The claim itself may even be dismissed during a hearing on the merits after some, but not all, evidence is presented, leading to a strategic choice of which evidence should be presented first.

Another important point of note is that inferential evidence can affect whether or not an employee's application has a reasonable prospect of success, as it may infer that more substantive material will be revealed during witness testimony. In this regard, it is important for employers to document and properly record all incidents in order to have the most complete picture possible to present to the Tribunal.

HORNER V. PEELLE COMPANY LTD. [15]: DAMAGES AWARDED FOR A REQUEST FOR A KISS IN THE WORKPLACE

Horner held that a CEO's request for a kiss from his employee, the company's financial controller, constituted sexual solicitation or advance under s. 7(3)(a) of the *Code*. Furthermore, the CEO's different behavior towards his employee after the kiss was refused, constituted reprisal under s. 7(3)(b).

The applicant in this case had worked for Peelle Company for 12 years and had a good working relationship with the CEO. They had built a friendship based upon common interests, such as running and swimming. The CEO interpreted those common interests as an indication of romantic interest on the part of the applicant. He sent the applicant a cryptic email confessing his feelings, which she thought was work-related and did not quite understand. When he asked her for a kiss, the applicant rebuffed him, to his embarrassment. He then suggested she submit a complaint about his actions under the workplace harassment policy, which she declined to do. The two parties discussed the matter and the applicant assumed they could continue on with their normal working relationship. This proved not to be the case. The applicant eventually resigned and brought this application.

First, the Tribunal held that the request for a kiss constituted sexual solicitation, and that the CEO was in a position to both confer a benefit on his employee, and know that his actions were likely to be unwelcome despite the fact that he thought romantic feelings were involved. Second, his marked change in behavior after the incident constituted reprisal, as he was no longer able to maintain a normal working relationship with the applicant.

The Tribunal ultimately ordered the respondent, as represented by the CEO, to pay $5000 for the unwanted sexual advance, $23,000 for reprisal against the applicant, and approximately $50,000 in lost wages.

TARABAIN V. HALTON (MUNICIPALITY) [16]**: FAMILY STATUS CONSIDERATIONS UNDER THE *CODE***

In *Tarabain*, Hicks Morley's Lauri Reesor was successful in having an applicant's claim of discrimination on the basis of family status and reprisal dismissed. The applicant was terminated less than one month from returning from parental leave, and claimed that his termination, as well as previous performance-based appraisals at work, was discrimination and reprisal under the *Code*.

The Tribunal dismissed aspects of the allegations, as they had been dealt with in a proceeding before the Ontario Labour Relations Board ("OLRB") and were therefore ineligible for adjudication under s. 45(1) of the *Code*. The OLRB held that the applicant's negative performance review was not a consequence of his request for parental leave, and as such was not reprisal under s. 74 of the *Employment Standards Act, 2000*. Other allegations that were not raised on a timely basis were also dismissed.

Importantly, the Tribunal held that the termination of the applicant's employment less than one month from his return from parental leave did not violate the *Code*. Although there was a close temporal connection, the applicant ultimately failed in proving that his family status "played a factor or was the reason for his termination, or that he was reprised against within the meaning of the *Code*." The earlier OLRB decision referred to by the Tribunal determined that no connection existed between his parental leave and subsequent scrutiny of his performance.

The decision in *Tarabain* is an important decision highlighting that a mere temporal connection between a *Code*-related ground and alleged conduct by an employer will not be sufficient to support a finding of discrimination. The decision also emphasizes the importance of actively managing and recording performance issues in order to defend any future potential claims under the *Code*.

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[1] *McKinley v. BC Tel* [2001] 2 S.C.R. 2001 SCC 38 (CanLII).

[2] *Dowling v. Ontario (Workplace Safety and Insurance Board),* (2004), 2004 CanLII 43692 (ON CA).

[3] *Central Care Corp. v. CLAC,* [2008] O.L.A.A. No. 279 where the arbitrator equated the duty to one of positions of "public trust"; *Maple Villa Long Term Care Centre v. SEIU, Local 532,* [2004] O.L.A.A. No. 839.

[4] See *Versa-Care of Brantford v. CLAC*, [2005] O.L.A.A No. 742.

[5] *Ibid.*; also *Central Care Corp. v. CAW-Canada,* [2004] O.L.A.A. No. 895 and *Meadow Park Nursing Home v. CAW-Canada, Local 2458.*

[6] See for example *CUPE 2345 v. Community Living Windsor,* [2007] O.L.A.A. No. 35 and *Kennedy Lodge Nursing Home and SEIU, Local 204,* [2004] O.L.A.A. No. 14.

[7] *Ibid. Community Living Windsor and Community Living Toronto and CUPE, Local 2191,* 2014 CanLII 20188 (ON LA).

[8] *Maple Villa Long Term Care Centre, supra* note 3.

[9] [2003] 3 S.C.R. 77 at para. 37 ("*Toronto*").

[10] [2012] O.L.A.A. No. 62.

[11] [2007] O.J. No. 3780.

[12] Blitz Results: Internships, Ministry of Labour, September 30, 2014

[13] 2014 HRTO 1212 (CanLII).

[14] 2014 HRTO 1265 (CanLII).

[15] 2014 HRTO 1211 (CanLII).

[16] 2014 HRTO 1191 (CanLII).
