INTRODUCTION

This issue of our Newsletter covers a number of different topics that are important for trade unions and their members.

As always, please feel free to contact us with any questions you may have in relation to any of the topics covered in this Newsletter.

INSIDE THIS ISSUE:

A. Last Chance Agreements and Human Rights – Page 1

B. Bill 66 – Restoring Ontario's Competitiveness Act – Page 2

C. Forklift Drivers Prosecuted Under OHSA for Cell Phone Use on the Job – Page 4

D. The Costs of Intervening in Arbitration Hearings for Your Members – Page 5

E. Court Appointed Receiver Required to Recognize Union's Bargaining Rights – Page 6

F. Addiction/Substance Abuse and the Duty to Accommodate: Two Recent Decisions – Page 8

CaleyWray
Lawyers
Suite 1600
65 Queen Street West
Toronto ON M5H 2M5

T: 416-366-3763
F: 416-366-3293

www.caleywray.com

A. LAST CHANCE AGREEMENTS and HUMAN RIGHTS

Denis Ellickson

Much has been written over the years about "last chance agreements" and their enforceability. A recent arbitration award has added to the law in this area and represents an additional ground of attack on such agreements.

In *Redpath Sugar Ltd. v Unifor*, Local 2003, 2019 CanLII 3029 (ON LA) the Grievor, a very senior employee, was on a last chance agreement following a series of production issues over a short period of time. The circumstances surrounding the signing of the agreement were quite typical: sign or be fired. The Grievor chose to sign. The Agreement provided for his discharge in the event he was "guilty of unsatisfactory job performance, as determined solely by Redpath."

A further production issue arose almost immediately and the Grievor's employment was terminated two weeks after signing the agreement. A grievance alleging a violation of the collective agreement was filed and pursued to arbitration.

At arbitration the Union argued that the last chance agreement was unlawful and unenforceable, and took the position that the Grievor's performance was not unsatisfactory. Instead, the Union alleged that the Grievor was terminated for arbitrary, discriminatory and bad faith reasons, including on the basis of his ethnic origin and place of origin contrary to the Ontario *Human Rights Code*.

The facts in support of the Union's arguments on human rights grounds related solely to the Grievor's treatment by his supervisor. The Grievor was an individual whose first language was not English. The evidence heard by the Arbitrator was that the Grievor was subjected to differential treatment by his supervisor on the basis of his ethnic origin. This differential treatment included the supervisor telling the Grievor he should have "stayed in his village" and called him an "immigrant", "lazy immigrant", "gypsy", "fucking idiot", "asshole" or "stupid" on a recurring basis, including at the time of his alleged unsatisfactory performance.

The Employer argued that the terms of this particular last chance agreement did not merely limit the Arbitrator's discretion to mitigate the penalty but, in fact, ousted his jurisdiction to review the basis for the Employer's decision to terminate the Grievor at all. The Union countered that however broad the Employer's discretion is purported to be under the terms of the last chance agreement, there is an implied obligation not to exercise that discretion in a manner that is arbitrary, discriminatory or in bad faith. The parties agreed, however, that if the Grievor's termination was in violation of the *Ontario Human Rights Code*, even the strictest possible last chance agreement—and the last

chance agreement in this case was certainly that—cannot shield the Employer's action from arbitral scrutiny and the imposition of appropriate remedies.

Arbitrator Eli Gedalof allowed the grievance. He found that the discriminatory treatment of the Grievor was at least partially a reason for the Grievor's treatment. He stated:

> For all of these reasons, I find that the Employer discriminated against the grievor because of his place of origin and ethnic origin contrary to s.5 of the *Code*. This discrimination was a material factor in the grievor's termination from employment. The terms of the last chance agreement cannot operate to restrict the grievor's rights under the *Code* and they do not operate to restrict my remedial authority to rectify a breach of the *Code.*

The employee was ordered to be reinstated with full compensation for all lost wages and was awarded damages for a violation of his human rights.

There are at least two significant takeaways from this Award.

Firstly, in the administration of a last chance agreement, there is an implied obligation that the employer will create an environment that will allow the employee to actually perform. An employer cannot create an environment where failure is inevitable.

Secondly and most importantly, an employer will not be able to rely on the strict terms of a last chance agreement to argue an arbitrator has no jurisdiction to review the employer's conduct in such cases. An arbitrator will have jurisdiction to do so when there is an alleged breach of an employee's human rights and will set aside a last chance agreement where a breach of those rights is found to have played some part in the decision to terminate.

B. BILL 66
RESTORING ONTARIO'S COMPETITIVENESS ACT

Micheil Russell

This bill which was introduced in December 2018 proposes several changes to the *Employment Standards Act,* the *Labour Relations Act,* as well as other legislation. It received Royal Assent on April 3, 2019.

i) *Employment Standards Act*

The *Employment Standards Act* previously prevented employees from working more than 48 hours in the week, unless there was a written agreement approved by the Director of Employment Standards. Bill 66 eliminates the requirement for approval from the Director

to approve weekly hours of work to exceed 48 as long as there is agreement between the employee and employer.

Similarly, the *Employment Standards Act* previously allowed for the averaging of hours worked for the purposes of calculating overtime over two or more consecutive weeks, as long as approval from the Director of Employment Standards has been obtained. The amendments in Bill 66 eliminate the need for approval from the Director of Employment Standards for the averaging of overtime on the basis of an agreement between the employee and employer over a four week period.

Finally, and perhaps most tellingly, the *Employment Standards Act* previously required employers to post an information poster for employees concerning basic employment rights. The amendments eliminate the requirement of the poster.

The government has asserted that these initiatives will reduce the regulatory burden and reduce barriers to investment. The suggestion that the requirement to post a poster on the wall in the workplace is a significant cost that interferes with investment would be laughable were it not for the fact that it is emblematic of systematic duplicity of the current government.

ii) *Labour Relations Act*

Bill 66 also made a significant amendment to the "non-construction employer" sections of the *Labour Relations Act.* The present legislation permits an employer to obtain a declaration from the Ontario Labour Relations Board that nullifies any construction industry collective agreements to which it is bound provided it can meet the test set out in the legislation.

The amendments to the *Labour Relations Act* deem a large number of organizations in the broader public sector to be "non-construction employers" and accordingly any existing collective agreements will cease to apply. The list is extensive and includes municipalities, school boards, local boards, public hospitals, colleges, and universities.

One of the most significant impacts the amendment will have is that employers that are deemed to be "non construction" employers would not be required to subcontract as required by collective agreements to which they are bound, as their agreements would cease to apply.

C. FORKLIFT DRIVERS PROSECUTED UNDER *OHSA* FOR CELL PHONE USE ON THE JOB

Maeve Biggar

In an unprecedented decision of *Ontario (Ministry of Labour) v. Nault,* 2018 ONCJ 321, two employees of Coca-Cola were successfully prosecuted by the Ministry of Labour for using their cell phones while on forklifts at work.

The workers at issue were employed at Coca-Cola's production and distribution facility in Brampton, Ontario. A co-worker made a health and safety complaint to management after seeing the two employees sitting on their forklifts, which were in the stationary position, using their cell phones. Coca-Cola had a policy which forbade employees from taking cell phones inside the production and warehouse areas of the facility. Management tried unsuccessfully to resolve the issue internally and the co-worker made a formal work refusal pursuant to section 43 of the *Occupational Health and Safety Act* ("*OHSA*"). The employer then contacted the Ministry of Labour, as it is obligated to do under *OHSA*, who then assigned a Ministry inspector to investigate the matter.

After concluding the investigation, the Ministry inspector charged both workers with an offense under section 28(2)(b) of *OHSA*, which provides that no worker shall "use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker".

A trial was held in which the employees at issue, the complaining co-worker, and the Ministry inspector testified. The Court found that neither of the accused workers had been using their cell phones while the forklift was operational. However, the Court noted that the workers had left their forklifts in the middle of the aisle, as opposed to the designated area where forklifts can be left unattended safely. Consequently, the Court found that both employees had "used or operated" the forklifts in an unsafe manner contrary to s. 28(2)(b) of *OHSA*.

Specifically, the Court found that the employees' behaviour of stopping the forklift in an area of the warehouse where other people or forklifts could be travelling in order to use their cell phones posed a danger to themselves and others in the workplace. The Court went on to reject the accused workers' defense of "due diligence", noting that both workers knowingly brought their cell phones on to the warehouse floor and were aware of the Company's policy prohibiting such.

As a result of this decision, unions with members who operate heavy machinery or equipment would be wise to warn them that the consequences of cell phone use on the job could go beyond discipline and into the realm of criminal conviction.

D. THE COSTS OF INTERVENING IN ARBITRATION HEARINGS FOR YOUR MEMBERS

Robert M. Church

Labour relations is rarely a conflict-free zone, including potential conflicts between competing trade unions. There are many situations where a trade union could find itself in conflict with another union – whether over memberships, transition applications, or work jurisdictional disputes.

All of these conflicts may result in arbitration, labour board, or court proceedings. In these instances, trade unions are normally permitted to be a participant in proceedings brought by others (an 'intervener'), but that participation may come at a cost – whether an actual dollar cost by contributing to the fees of the arbitrator, or in the form of a lost opportunity to file your own grievance in the future.

These proceedings could arise in many different forums: most commonly through either a grievance or a JD application filed at a labour board. In these disputes, any union(s) which may be affected by the proceedings, but who may not be a party to the actual collective agreement or issues being litigated, have participatory rights and can request 'intervener' status. Being granted status as an 'intervener' means a union can join the litigation, at the discretion of the arbitrator, without the permission of the original litigants.

In earlier arbitration decisions stretching back decades, interveners (who were often competing trade unions) would argue that they had a 'natural justice' right to participate in another union's arbitrations over work jurisdiction, since they had an stake in the outcome. However, most interveners did not agree to be bound by the ultimate decision (since they could then re-litigate the case through their own grievance procedure and take a 'second kick at the can' if they lost) and would not contribute to the costs of the proceedings, since there was no specific rule to do so.

However, in recent years, it is becoming increasingly common for arbitrators to require trade unions seeking intervener status to agree to two conditions to intervene:

1. That the intervening union agree to be bound by the outcome of the decision.

2. That the intervening union share in the costs of the hearing.

Some arbitrators have found that they cannot *impose* these conditions on third-parties, but they can deny a request to intervene if a union does not agree to those terms. The rationale behind this is to prevent the intervener from simply filing their own grievance

and/or labour board application if they do not like the arbitrator's decision at the end of the hearing.

Arbitrator Robert Herman explained this rationale in a 2011 decision:

> "26. In the context of a dispute over which union is entitled to perform certain work and the entitlement of an employer to assign work to the members of one union rather than the other, it is appropriate that if the union not party to the collective agreement intends to intervene, it should be bound by any decision that issues. Fairness to the other parties and fairness in the process weigh heavily in favour of ensuring that all parties to a potentially lengthy and expensive process will be bound by any resulting decision, and I am satisfied that the fairest hearing for the parties...will result if [all parties are] required to agree to be bound by any decision should it decide to participate in this arbitration."[1]

Another arbitrator has called it "totally impractical" for an intervening union, having sought and been given status, not to be bound by the award.[2]

As a result, trade unions should be cognizant than when seeking to intervene in an arbitration hearing started by another union, they will very likely now be required to agree to be bound by the outcome and share in the costs. Practically speaking, it means all parties must put their best case forward from the very outset – there will only be one kick at the can.

E. COURT APPOINTED RECEIVER REQUIRED TO RECOGNIZE UNION'S BARGAINING RIGHTS

Kathryn Carpentier

The Ontario Labour Relations Board (the "Board") released a precedent setting decision in *Rose of Sharon (Ontario) Community cob as Rose of Sharon Korean Long-Term Care Home*, 2018 CanLII 32988 (ON LRB), finding a court appointed Receiver to be a successor employer that is obligated to recognize the bargaining rights of the union and to negotiate a collective agreement.

Background

The United Food and Commercial Workers International Union, Local 175 (the "Union") was certified by the Board on September 22, 2011 for employees of Rose of Sharon

---

[1] *Lambton Kent District School Board v. O.S.S.T.F., District 10*, 2011 CarswellOnt 5954, at para. 27

[2] *Toronto (Metropolitan) v C.U.P.E., Local 43*, [1989] O.L.A.A. No. 45, at para. 23

(Ontario) Community cob as Rose of Sharon Korean Long-Term Case Home ("Rose of Sharon"), following a representation vote.

On September 27, 2011, Deloitte Restructuring Inc./Deloitte and Touche Inc. (the "Receiver") was appointed by the Ontario Superior Court of Justice as receiver and manager of the assets, undertaking and property of Rose of Sharon, which included control and responsibility for employees of Rose of Sharon represented by the Union. Notably, Rose of Sharon was not bankrupt and the Receiver was not acting as a trustee of the property.

Since its appointment, the Receiver had refused to recognize the bargaining rights of the Union. When the Union issued Rose of Sharon notice to bargain the Receiver refused to engage in negotiating a collective agreement. Instead, the Receiver proceeded to unilaterally set wages and shifts for employees and to impose discipline.

The Union brought an application under sections 1(4) and 69 of the *Labour Relations Act, 1995*, ("*LRA*") seeking a declaration that Receiver and Rose of Sharon were one employer and/or that the Receiver was a successor employer. The Receiver argued that the Board was precluded from declaring it to be a successor employer as a result of section 14.06(1.2) of the *Bankruptcy and Insolvency Act* ("*BIA*"). It argued that since the enactment of s. 14.06(1.2) the Board had not declared any court appointed receivers to be successor employers. The relevant portion of the *BIA* at issue in the proceeding stated as follows:

> 14.06(1.2) Despite anything in federal or provincial law, if a trustee, in that position, carries on the business of a debtor or continues the employment of a debtor's employees, the trustee is not by reason of that fact personally liable in respect of a liability, including one as a successor employer
>
> > (a) that is in respect of the employees or former employees of the debtor or a predecessor of the debtor or in respect of a pension plan for the benefit of those employees; and
> >
> > (b) that exists before the trustee is appointed or that is calculated by reference to a period before the appointment.

There was no dispute that the Receiver was a "trustee" as referred to in subsection 14.06(1.2).

The Board concluded that while there were no "associated or related" activities carried on by Rose of Sharon and the Receiver within the meaning of subsection 1(4) of the *LRA*, the Receiver was a successor employer pursuant to subsection 69(3) of the *LRA.* The Board accepted the Union's argument that s. 14.06(1.2) of the *BIA* protected the Receiver

from liabilities, but not from the Union's bargaining rights which existed prior to the Receiver's appointment and were distinguishable from "liabilities".

The Board determined that the Union's bargaining rights with Rose of Sharon were a vested right that could not be considered a "liability". Furthermore, the Board concluded that although the wording in section 14.06(1.2) "in respect of a liability, including one as a successor employer" immunized a trustee (here the Receiver) from certain liabilities in respect of the debtor's employees that could flow from a successor employer finding by the Board, it did not immunize the Receiver from a successor employer declaration by the Board.

Conclusions

This is the first case in which the Board has considered the question of successor employer with respect to a court-appointed receiver since the enactment of s. 14.06(1.2) of the *BIA*, and it sets an important precedent for unions dealing with court appointed receivers.

The Board did point out that in this case the Union was not seeking any remedies against the Receiver other than the declaration that it was a successor employer, in order to bargain a collective agreement. With regard to negotiating the collective agreement and future dealings with the Receiver there would in all likelihood be liabilities that the Receiver was specifically insulated from. However, the Receiver was no longer able to simply ignore the Union's bargaining rights and act unilaterally with respect of the employees, which was an important achievement for the Union and its members.

F. ADDICTION/SUBSTANCE ABUSE AND THE DUTY TO ACCOMMODATE: TWO RECENT DECISIONS

Ken Stuebing

Since the release of the Supreme Court of Canada's decision in *Brent Bish on behalf of Ian Stewart v. Elk Valley Corporation, Cardinal River Operation and Alberta Human Rights Commission*, [2017] 1 S.C.R. 591 ("*Elk Valley*") nearly two years ago, there has been renewed focus on the intersection between substance abuse, accommodation and industrial discipline. Many wondered how labour arbitrators would follow or distinguish *Elk Valley*. Two recent decisions of the Canadian Office of Railway Arbitration and Dispute Resolution (CROA) provide some indication as to how these matters will be addressed in the safety sensitive railway industry, post-*Elk Valley*.

In *CROA Case No. 4652* (released in February 2019), Arbitrator Sims set forth a lengthy and well-reasoned treatment of the application of the principles of accommodation of

substance abuse disorder in light of *Elk Valley*. In that matter, following a serious rule violation, the grievor was required to submit to a post-incident substance screening test. He tested non-negative for cocaine on an oral fluids test. He was dismissed for violation of CN Railway Company's Drug and Alcohol policy.

The Grievor admitted in his disciplinary investigation that he had a problem (drug addiction). He pursued EFAP immediately after the incident and pursued a serious course of rehabilitation following his dismissal. The evidence of his efforts—including attending an AFM Intensive Residential Program as well as support groups including Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Refuge Recovery (RR) and Secular Organizations for Sobriety (SOS)—demonstrated a willingness and ability to overcome his addiction.

The Teamsters Canada Rail Conference (TCRC) argued that further accommodation is warranted, in view of the Company's statutory obligations to the Grievor under the *Canadian Human Rights Act*. CN vigorously disagreed on two basic grounds.

First, CN cited a Supreme Court decision *Compagnie Miniere Quebec Cartier v. Quebec* [1995] 2 S.C.R. 1095 and argued that post-termination evidence of drug addiction, and efforts towards recovery, should not be admissible. For reasons in his decision, Arbitrator Sims agreed with the Union that post-termination evidence of drug addiction, and efforts towards recovery is admissible to prove addiction and/or to justify mitigation. Mr. Sims held that *Quebec Cartier* (*supra*) does not preclude such evidence as it relates to the discretion given by s. 60(2) of the *Canada Labour Code* 'to substitute for the discharge or discipline such other penalty as to the arbitrator or arbitration board seems just and reasonable in the circumstances."

Next, the Company also relied on *Elk Valley* and argued that this decision had changed the law, following which the decades of CROA jurisprudence was now distinguishable.

Mr. Sims' carefully reasoned decision held otherwise. He provided a thorough review of the applicable law and held that, for a number of reasons, "*Elk Valley* less easy then it might be to interpret and apply" than argued by CN. In particular, Mr. Sims reasoned that two factors make *Elk Valley* less easy then it might be to interpret and apply. First, much of the case is about deference to the tribunal making the initial decision (see para. 19-20). The Court found the Human Rights Tribunal's decision was reasonable in the sense of falling "within the range of acceptable outcomes" (see para 41). The majority reasons concluded that it was not unreasonable, based on the tribunal's findings of fact, to rule that prima facie discrimination had not been established. Second, there were three sets of reasons in *Elk Valley*:

- The majority reasons authored by the Chief Justice;

- The reasons of Moldaver J. and Wagner J., holding that the conclusion of a lack of a prima facie was unreasonable, but the result was in any event the same, because the finding of undue hardship was reasonable.

- The dissent of Gascon J., dissenting on all but the point of deference to the tribunal. He viewed the lack of a prima facie case conclusion to be unreasonable, as was the Tribunal's approach to the justification for the policy and undue hardship.

Mr. Sims' decision at pages 5-6 and 12-18 provide helpful guidance on how the facts and findings in *Elk Valley* are distinguishable and how the mitigating considerations of addiction (which is found to have contributed to a Rules infraction) and accommodation are applied in a post-*Elk Valley* landscape. Mr. Sims concluded:

> Earlier CROA cases make it clear, a claim of addiction in no way entitles an employee to an opportunity of further employment. But, with sufficient evidence of rehabilitation efforts and robust protections for the safety interests of the Employer, as well as if co-workers and the public, such an option can be assessed in the spirit of accommodating a disability. This consideration, either under the *Elk [Valley]* approach, or the existing CN policies, is not automatically precluded by CN's argument that "it was incumbent on him to seek help prior to the incident."

Mr. Sims ordered the Grievor reinstated subject to strict conditions as reflected in CROA jurisprudence involving such on-the-job-intoxication-related disputes.

The same week as *CROA Case No. 4652* was released, Arbitrator Clarke issued *CROA Case No. 4667. CROA Case No. 4667*, 2019 CanLII 8545 (CA LA) involved a dispute over reinstatement of an alcohol-addicted Locomotive Engineer who was dismissed for violation of Canadian Pacific Policy OHS 4100 Alcohol & Drug Policy and "your use of and possession of intoxicants while subject to duty".

On August 12, 2017, the Grievor's train was involved in a collision with a vehicle at a crossing. The Grievor was transported by CP Police Constable following an inspection of the train. The Grievor operated the train to Exshaw. The Grievor experienced a flare-up of PTSD relating to previous collisions he had experienced in his career. He drank from a bottle of whiskey he was transporting in order to calm his nerves.

Upon interviewing the crew at Exshaw, the Grievor was tested by the CP Police Constable for suspicion to be under the influence of alcohol while subject to duty in which the Grievor failed. He was later dismissed as noted for use of and possession of intoxicants while subject to duty.

The Grievor admitted at his investigation that he had an addiction to alcohol. He pursued a course of rehabilitation post-August 2017 that led to recovery from his addition. On May 22, 2018, the Grievor pleaded guilty to one count for Impaired Operation over 0.08 of Railway Equipment. The Provincial Court of Alberta granted him a "Curative Discharge" with one year of probation. Curative discharges are available to those who demonstrate that they needed curative treatment at the time of the offence. The Crown did not contest that the Grievor battled a severe alcohol problem.

The issues before Arbitrator Clarke in *CROA Case No. 4667* involved how the duty to accommodate applies in disciplinary cases in light of the on principles arising from the Supreme Court of Canada's (SCC) decision in *Stewart v. Elk Valley Coal Corp*1 *(Elk Valley)*. At Arbitrator Clarke's request, the parties filed detailed submission on how Elk Valley should be interpreted and applied in the Grievor's circumstances.

TCRC had alleged in its grievances that CP had a duty to accommodate the Grievor. Arbitrator Clarke noted that TCRC accordingly had the burden to demonstrate that *prima facie* discrimination existed.

TCRC had alleged in its grievances that CP had a duty to accommodate LE Paisley. Arbitrator Clarke noted that TCRC accordingly had the burden to demonstrate that *prima facie* discrimination existed. The bulk of Mr. Clarke's decision focused on how *prima facie* discrimination is established in light of the SCC's finding in *Elk Valley*. If the TCRC failed to meet its burden, then CP could treat the case as a regular disciplinary case. That was clearly the focus of CP's submissions, though some of the points it raised also implicitly contested whether *prima facie* discrimination existed.

In the course of his analysis, Arbitrator Clarke noted that "This area remains exceedingly complex for both parties and decision makers. *Elk Valley* showed that three judges on the SCC could not agree on how to apply these challenging principles." Arbitrator Clarke reviewed the relevant SCC authorities on prima facie discrimination and stated "The SCC in these paragraphs emphasized that any conclusion about *prima facie* discrimination comes from the evidence the parties put before the decision maker. It further emphasized that the employee must prove, on a balance of probabilities, only a "connection or factor" rather than a "causal connection"."

In applying the principles from these SCC decisions, Arbitrator Clarke concluded that the TCRC met the three elements needed to demonstrate *prima facie* discrimination in this case. Arbitrator Clarke found that the evidence in the record reveals that

i) the Grievor suffered from alcohol addiction;

ii) he suffered an adverse impact when he lost his employment and

iii) that his alcoholism was a factor leading to this adverse impact.

Having demonstrated *prima facie* discrimination, the jurisprudence required Arbitrator Clarke to next evaluate whether CP could have accommodated the Grievor (an employee suffering from a disability) without undue hardship. Given the focus of CP's submissions on discipline, Arbitrator Clarke found no basis for finding that that undue hardship had been met. The Grievor was, therefore, ordered reinstated on terms comparable to those which the CROA Office has ordered in past cases.

While each future dispute that proceeds before CROA will turn on its own individual facts, these two significant decisions provide guidance and greater certainty as to the viability of principles of accommodation of addiction in circumstances of intoxication-related misconduct.

Note: *The information contained in this Newsletter is not intended to constitute legal advice. If you have any questions concerning any particular fact situation, we invite you to contact one of our lawyers.*

CaleyWray is recognized as one of Ontario's
and Canada's leading labour law firms representing
trade unions and their members, with a record
of providing quality service for over 40 years.

We are a "full service" labour firm, providing experienced
and effective representation to our clients in all areas
of law that impact on trade unions and their members,
including WSIB, Human Rights and Pay Equity.

This includes acting on behalf of Boards of Trustees of
pension plans, health and wellness plans, apprentice plans, etc.

We pride ourselves on providing the highest quality legal
representation at reasonable rates.

Our goal is to obtain the best results possible for our clients
in a cost-efficient manner.

CaleyWray
Lawyers

Suite 1600
65 Queen Street West
Toronto ON M5H 2M5

T: 416-366-3763
F: 416-366-3293

www.caleywray.com