大成 DENTONS

COVID-19 case catalogue: Developments in Canadian employment and labour law

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December 2021

Where we're at and Where we're going

Mandatory vaccination policies, infectious disease emergency leaves, wage subsidies, Canada emergency response benefits; quarantines, outbreaks – these are just some of the topics that have kept employers busy since the world was overtaken by the COVID-19 pandemic. It has all led to a dizzying amount of developments in Canadian labour and employment law.

The dockets of judges and arbitrators have been filled with COVID-19 labour and employment related matters. As a result, we are now seeing a steady stream of decisions that are having a profound impact on the relationship between Canadian employers and their employees.

The Dentons COVID-19 case catalogue is intended to provide employers with a snapshot of the labour and employment law cases to date that we believe are particularly important to the Canadian workplace. Whether you are considering what impact, if any, COVID-19 will have on an employee's termination entitlements or whether an employee's breach of your workplace's COVID-19 protocols constitutes just cause for dismissal, we hope this resource will provide you with some helpful guidance.

As we approach the two-year anniversary of the World Health Organization's declaration of COVID-19 as a pandemic, employers should brace themselves for further case law developments. In particular, several of the cases referenced in the following pages are under appeal and so we should expect more case alerts in the year ahead.

Contents

The notice cases:

The early days of the pandemic were marked by a significant degree of economic uncertainty leading to skyrocketing unemployment rates. As such, judges took judicial notice of the economic turmoil by providing employees with longer notice periods. However, as the economy rebounded and the labour market tightened, judges have tempered their response by noting that the COVID-19 pandemic does not automatically lead to a lengthy notice period.

The case	When was the employee dismissed?	What the court said about the employee's termination entitlements
Yee v. Hudson's Bay Company, 2021 ONSC 387	• Employee dismissed **before** the COVID-19 pandemic began.	• The court confirmed that "notice is to be determined by the circumstances existing at the time of termination and not by the amount of time that it takes for the employee to find employment". • Terminations that occurred before the COVID-19 pandemic and its effect on employment opportunities should not attract the same consideration as terminations after the beginning of the COVID-19 pandemic and its negative effect on finding comparable employment.
Kraft v. Firepower Financial Corp., 2021 ONSC 4962.	• Employee dismissed **after** the pandemic began and days before the Ontario government declared an emergency.	• The uncertainty of the COVID-19 pandemic is one of many factors considered when assessing reasonable notice. • Court awarded an additional month of notice because there was evidence that COVID-19 negatively impacted the employee's ability to secure new employment.

The case	When was the employee dismissed?	What the court said about the employee's termination entitlements
Pavlov v. The New Zealand and Australian Lamb Company Limited, 2021 ONSC 7362.	• Employee dismissed on May 28, 2020.	• "At the time of Pavlov's dismissal, the initial effects of the global pandemic were being experienced by industries of all sorts, including those associated with international importing and distribution. It is a reasonable inference to draw from the evidence and the timing of the dismissal that the effects and uncertainties of the pandemic were obstacles to Pavlov's efforts to obtain alternate employment. These obstacles would, or should, have been known to NZAL Co. at the time of Pavlov's dismissal."[1] • Court awarded the three-year employee with 10 months' reasonable notice of termination.
Moore v. Instow Enterprises Ltd., 2021 BCSC 930.	• Employee dismissed on July 15, 2020.	• Court ruled that a dismissed employee is not entitled to a greater notice period simply due to the COVID-19 pandemic. • The pandemic does not relieve a dismissed employer of their duty to mitigate their damages by seeking comparable employment.

1 Pavlov v. The New Zealand and Australian Lamb Company Limited, 2021 ONSC 7362 at para. 16.

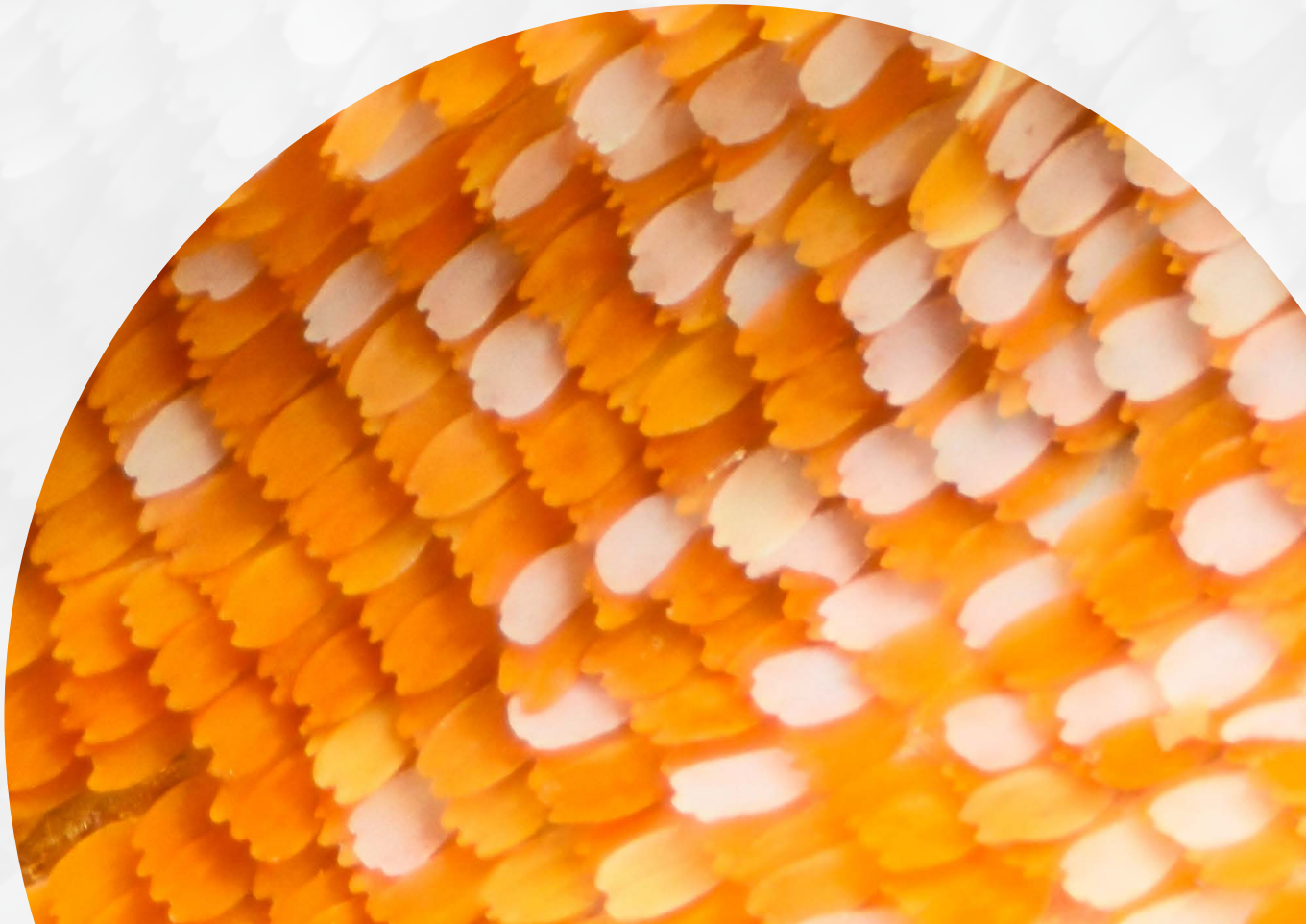
The CERB cases:

The Canada Emergency Response Benefit (CERB) was a primary component of the Federal Government's response to the economic impacts of the COVID-19 pandemic. The program provided financial assistance to employed and self-employed Canadians who were directly affected by COVID-19 from March 15, 2020 to September 26, 2020. In total, the Government paid out CA$74.08B in CERB Payments.[2] One of the issues that arose with respect to CERB was whether the CERB payments should be deducted from an award of wrongful dismissal damages. The case law remains decidedly mixed with some courts saying employers can deduct CERB benefits from wrongful dismissal damages and other courts refusing to make such a deduction.

The case	What the court said about the deductibility of CERB
Hogan v. 1187938 B.C. Ltd, 2021 BCSC 1021.	• The court found that but for the dismissal, the plaintiff would not have received CA$14,000 in CERB payments in 2020. Accordingly, if the CERB payments were not deducted from the plaintiff's award of damages, the plaintiff would be in a better position than he would have been if there had been no breach of the employment contract. • Citing the general rule that contract damages should place the plaintiff in the economic position he would have been in had the defendant performed the contract, the court held that the CERB benefits should be deducted from the plaintiff's award of damages.
Yates v. Langley Motor Sport Centre Ltd, 2021 BCSC 2175	• Citing *Hogan v. 1187938 B.C. Ltd.*, the court held that CERB payments were a benefit intended by the Government of Canada to be an indemnity for the loss of regular salary arising from the employer's breach of the plaintiff's employment contract. But for the termination, the plaintiff would not have received CA$10,000 in CERB benefits. • The court could not find that the plaintiff would be required to repay the CERB benefits if she obtained an award of damages for wrongful dismissal. Therefore, the CERB benefits should be deducted from the award of damages.

2 Canada Emergency Response Benefit and EI statistics, Government of Canada, online: https://www.canada.ca/en/services/benefits/ei/claims-report.html.

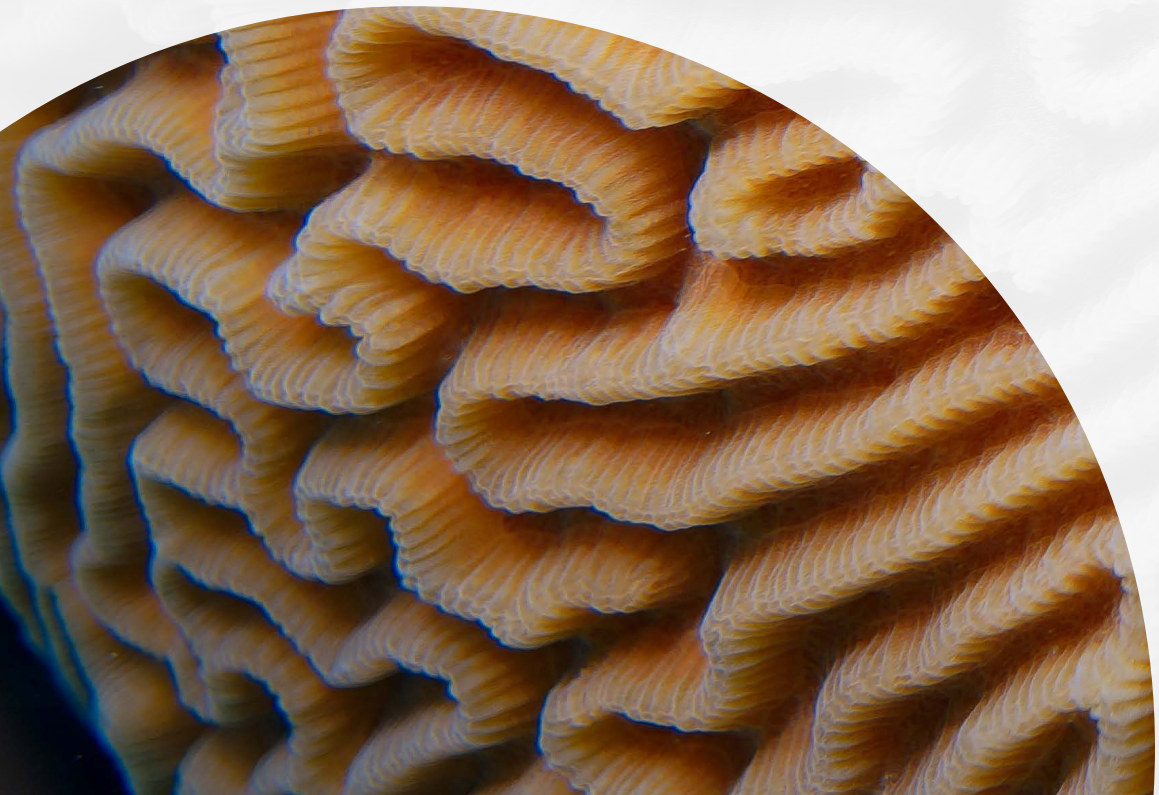
The case	What the court said about the deductibility of CERB
Iriotakis v. Peninsula Employment Services Limited, 2021 ONSC 998	• Given that the amount of benefit paid to the plaintiff was considerably below the base salary and commissions previously earned by the plaintiff, the court ruled that it would be inequitable to deduct the CERB payments from the dismissal damages owing to the plaintiff.



The Ontario IDEL cases:

In May 2020, the Ontario government enacted the *Infectious Disease Emergency Leave Regulation*. The Regulation deemed all employees who had their hours of work reduced or eliminated because of COVID-19 during the "COVID-19 period" to be on an Infectious Disease Emergency Leave (IDEL) retroactive to March 1, 2020. Importantly, the Regulation provided that a temporary reduction or elimination of an employee's hours or work did not constitute a constructive dismissal. The debate has become whether the Regulation ousted the common law with conflicting case law. This is an issue to watch as the decisions are under appeal.

The case	Did the IDEL trigger a constructive dismissal under the common law?
Coutinho v. Ocular Health Centre Ltd., 2021 ONSC 3076	Yes – the court relied on s. 8(1) of the *Employment Standards Act, 2000,* which provides that employees' civil remedies against their employers are unaffected by the ESA. The court further relied upon the Ontario Ministry of Labour guidelines, which stated that the IDEL Regulation rules "affect only what constitutes constructive dismissal under the ESA. These rules do not address what constitutes a constructive dismissal at common law."
Taylor v. Hanley Hospitality Inc., 2021 ONSC 3135.	No – the court ruled that the employee was not constructively dismissed for all purposes. In the court's view, "the employee cannot be on a leave of absence for ESA purposes and yet terminated by constructive dismissal for common law purposes. That is an absurd result."



The mandatory vaccination cases:

As we detailed in our recent insight, the courts and labour arbitrators have started to issue decisions which consider the enforceability of employer mandatory vaccination policies. While the courts have been clear that unions are unlikely to succeed with injunctions aimed at preventing enforcement of employer vaccination policies pending grievance arbitration, the case law coming from labour arbitrators is more nuanced with the outcome dependent on the facts of the particular workplace.

1. *United Food and Commercial Workers Union, Canada Local 333 v. Paragon Protection Ltd.* (Von Veh)

Brief facts	• This case involves a security guard company operating under a Collective Agreement. • Paragon has approximately 450 client sites in Ontario and the majority of these clients implemented their own vaccination policies for employees and contractors. • Paragon issued a COVID-19 Vaccination Policy that required employees to be fully vaccinated by October 31, 2021. • Employees were required to declare vaccination status. Paragon threatened "serious consequences for anyone who has failed to comply."
Arbitrator's decision	• Policy was **enforceable**. • The *Occupational Health and Safety Act* provides that an employer must take "every precaution reasonable in the circumstances for protection of its worker." • The Collective Agreement has an Article for mandatory vaccines ("the employee must agree to receive such vaccinations or inoculations which are agreed to by the parties") which was contemplated prior to COVID-19. The Arbitrator found that Paragon promulgated "reasonable rules and regulations to be observed by the employees" based on the Collective Agreement.

2. *Electrical Safety Authority v. Power Workers' Union* (Stout)

Brief facts	• ESA implemented a vaccination policy that requires all employees to be vaccinated or otherwise risk discharge or to be placed on administrative leave without pay. • Union brought a grievance against the policy arguing that it is an over-reach of management powers and is unreasonable. • ESA previously had a policy in place that allowed employees who did not voluntarily disclose their vaccination status to be tested on a regular basis. • Vast majority of ESA employees have voluntarily been vaccinated (88.4%); most of the work undertaken by ESA employees can be done remotely; no outbreaks of COVID-19 in the workplace.

Arbitrator's decision	• Policy was **unenforceable** to the extent that employees may be disciplined or discharged for failing to get fully vaccinated. Policy was also **unreasonable at this time** to place employees on an administrative leave without pay if they do not get fully vaccinated.
	• Context is critical when assessing the reasonableness of a workplace rule/policy that may infringe on an employee's rights.
	• The Arbitrator reasoned that there are two different types of workplaces:
	  • **High risk:** In workplaces that involve high risk settings (people are sick or elderly or children who cannot be vaccinated), then mandatory vaccination policies may be reasonable.
	  • **Low risk:** In workplaces where employees can work remotely and there is no significant risk related to an outbreak, infections, or significant interference with the employer's operations, then a reasonable less intrusive alternative than mandatory vaccines should occur (i.e., mix of testing and vaccination). The Arbitrator found that the ESA falls under this second category of workplaces and therefore found it unreasonable to have a mandatory vaccination policy.

3. *Ontario Power Generation v. Power Workers' Union* (Murray)

Brief facts	• Under policy, unvaccinated individuals are required to participate in rapid antigen testing once per week for an initial orientation period, followed by twice per week, with 48 hours between tests. • An employee who refuses to participate in the testing program will be placed on an unpaid leave of absence. • If the employee does not change their mind and agree to participate in the testing program after a period of six weeks, that employee's employment will be terminated for cause.
Arbitrator's decision	• Testing unvaccinated employees is reasonable. • Arbitrator ruled that employees who have not confirmed that they are fully vaccinated are required to self-administer the rapid antigen test on their own time and the cost of the testing is borne by the employer; employees are not entitled to compensation for the time spent in the administration of the test or in the reporting of the results. • Arbitrator ruled that employees who refuse to get vaccinated or submit to regular testing can be sent home on an unpaid leave pending completion of the discipline process. • In Arbitrator's view, unvaccinated individuals who refuse to participate in reasonable testing are, in effect, refusing of their own volition to present as fit for work and reduce the potential risk they present to their co-workers – individuals who are fired for choosing not to be tested are very likely to find termination upheld at arbitration. • Employer could restrict access to workplace gym to those individuals who are fully vaccinated.

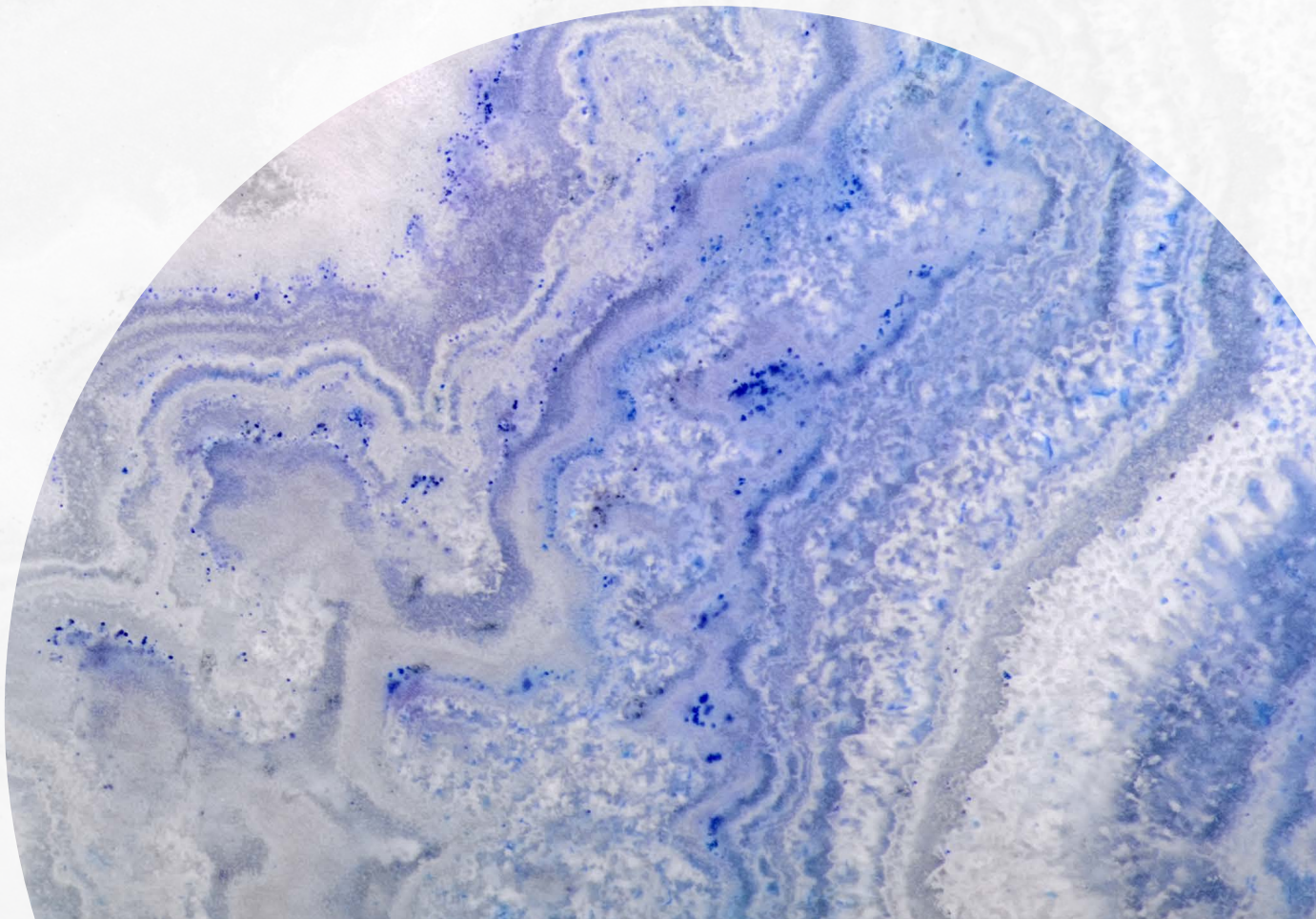
4. *Hydro One Inc. v. Power Workers' Union* (Stout)

Brief facts	• Union did not challenge overall reasonableness of vaccination policy; rather, the Union wanted the Arbitrator to address several "concerns" related to testing costs; religious exemptions; employer use of medical information and privacy concerns; international access to medical information; consequences for non-compliance.
Arbitrator's decision	• **Testing costs:** Testing costs should be borne by employer. Employees are required to self-administer rapid antigen tests on their own time, before reporting to work and are not entitled to compensation for the time spent administering the test or in reporting the results. Employer will consider reasonable compensation on a case-by-case basis, for those granted a medical or religious exemption. • **Religious exemption:** Employer will ask specific questions about why an employee's belief in a particular creed/religion prevents them from being vaccinated against COVID-19. • **Use of medical information and privacy concerns:** Employer will not store any individual employee's QR code in their systems. The only information retained by the employer is the notation that an employee is either subject to testing or they are not subject to testing. Managers do not have access to any medical information. • **International access to medical information:** The employee personal information is stored in Canada unless an employee decides to access the software application outside of the country. The employer's international service providers do not have access to any medical information. Employer has undertaken to advise individual employees and the Union if ever there is a data breach with respect to the information. • **Consequence for non-compliance:** Collective Agreement provision which prevents employer from placing employees on an unpaid leave of absence pending completion of the discipline process does not apply in these unique circumstances.

5. *Union des employés et employées de service, section locale 800 et Services ménagers Roy Ltée, 2021 QCTA 570*

Brief facts

- Declaratory grievance issued at the joint request of a group of employers in the janitorial maintenance sector and the Union representing the employees of these employers.
- Employers themselves do not require proof of vaccination as a condition of employment within their respective companies.
- However, some clients of these employers require that the latter certify in writing that all of their building maintenance employees are vaccinated and consequently, employers require these employees to disclose their vaccination status.
- Parties recognize that an employer's failure to comply with the clients' requirement is likely to result in the termination of the contract between the employer and that client and, incidentally, to the layoff of employees assigned to that contract.



5. *Union des employés et employées de service, section locale 800 et Services ménagers Roy Ltée, 2021 QCTA 570*

Arbitrator's decision

- Requiring an employee to disclose their vaccination status constitutes a prima facie violation of the employee's right to privacy as intended by section 5 of the *Charter of Human Rights and Freedoms* (the Charter).

- However, s. 9.1 of the Charter, states that fundamental rights, including the right to privacy, are not absolute and requires reconciling the asserted Charter right with "opposing rights, values, and harms" in order to ensure that the exercice of a fundamental right does not overshadow the rights of other stakeholders.

- In application of the above, employers are authorized to collect information on the vaccination status of their employees because the infringement of the employees' privacy is inconsequential compared to the major inconveniences, recognized by the "current scientific findings", resulting from the presence of unvaccinated individuals in the workplace.

Authorized framework to collect information regarding vacation status :

- Employers can only require employees assigned to a contract where there is a vaccination requirement to provide their vaccination status, not all their employees;

- The nature of the information that may be requested is limited to that which confirms that the employee is considered "adequately protected" by the government; the employer does not need to know the number of doses or when the employee received them;

- Collection should be done by the human resources department, rather than by the employees' supervisor;

- Information about one's immunization status can be retained by employers as long as the requirement remains relevant;

- Information about one's immunization status should

The masking cases:

The pandemic has required a delicate balancing of rights as employers work to satisfy their health and safety obligations, while at the same time accounting for the human rights and privacy rights of employees. This tension has led to several cases where employees have sought accommodation from masking and/or testing requirements based on disability and religion/creed. To date, human rights adjudicators have reminded applicants that they must first allege specific facts to substantiate their claim of differential treatment before the employer's duty to accommodate is triggered. We expect to see further developments in this area as more complaints reach the point of adjudication.

The masking case	The guiding principles

The Customer v. The Store, 2021 BCHRT 39 (Disability).
Beaudin v. Zale Canada Co. o/a Peoples Jewellers, 2021 AHRC 155 (Disability).
Szeles v. Costco Wholesale Canada Ltd., 2021 AHRC 154 (Disability).
The Worker v. The District Managers, 2021 BCHRT 41 (Religious Creed).
Rael v. Cartwright Jewelers and another, 2021 BCHRT 106 (Disability).
Coelho v. Lululemon Athletica Canada Inc., 2021 BCHRT 156 (Disability).
Ratchford v. Creatures Pet Store, 2021 BCHRT 157 (Disability).
	• Applicants must set out facts which support that:
	  • Their objection to wearing a mask is grounded in a sincerely held religious belief or a disability;
	  • The employer's conduct had an adverse impact on the Applicant's employment; and
	  • The Applicant's religious belief/disability was a factor in the adverse impact.
	• An Applicant who establishes they experienced a disability related adverse impact (e.g. being barred from a store due to being unable to wear a mask) is not entitled to simply do what they please. The employer must provide reasonable accommodation to the point of undue hardship – not perfect accommodation.

The proof of vaccination cases	Brief facts	What the Tribunal said
Complainant obo Class of Persons v. John Horgan, 2021 BCHRT 120	• In this screening decision, the complainant alleged, on behalf of a class of persons (namely, "people who are opposed to being forced into getting the COVID-19 [v]accination and getting [their] basic human rights and freedoms stripped"), that the BC government discriminated against said class on the basis of political belief in the context of employment.	• While the Tribunal acknowledged that a genuinely held belief opposing government rules regarding vaccination ***could*** be a political belief within the meaning of the British Columbia *Human Rights Code*, the protection from discrimination based on political belief does not exempt a person from following provincial health orders or rules, and the Code does not protect a direct challenge to a public health order based merely on disagreement with it.
Complainant v. Dr. Bonnie Henry, 2021 BCHRT 119	• In this screening decision, the complainant alleged that Dr. Bonnie Henry, Provincial Health Officer of BC, discriminated against him on the basis of physical disability (namely, asthma, childhood pneumonia, and "not want[ing] [the] experimental COVID vaccine") by requiring proof of COVID-19 vaccination to access various services pursuant to a new ministerial order.	• The Tribunal refused to accept the complaint for filing, stating that the complainant failed to allege facts that constituted an actual adverse impact. At best, the complainant referenced a prospective adverse impact, and not one that had actually been experienced - this could not constitute a breach of the Code. • The Tribunal concluded by noting that even if the complainant had alleged facts constituting an adverse impact, he would still need to prove a connection between it and his protected characteristic - an ideological opposition to or distrust of the vaccine would not be enough.

Alberta Human Rights Commission provides helpful guidance on what will constitute a *prima facie* disability and a sincerely held belief

In *Pelletier v. 1226309 Alberta Ltd. o/a Community Natural Foods*, 2021 AHRC 192, the complainant alleged that he was "medically exempt" from a store's masking requirement. He also alleged that wearing a mask infringed on his religious belief. After the Director of the Commission dismissed the complaint, the complainant filed a Request for Review.

In his review decision, the Chief of the Commission and Tribunals upheld the Director's decision and dismissed the complaint. In the Chief's decision, he provided a step-by-step guide to the analysis of whether a complainant has established a "*prima facie* case of discrimination". The complainant must demonstrate that:

1. They have a characteristic protected by the human rights legislation;
2. They experience adverse treatment, and
3. The characteristic was at least a factor in the adverse treatment.

If the complainant can satisfy these three criteria the onus will then shift to the employer who must demonstrate that:

1. The policy, rule or practice is rationally connected to a legitimate business purpose;
2. It was adopted in good faith; and
3. It is impossible to accommodate the complainant, without incurring undue hardship.

In this case, the only evidence that the complainant provided in support of his disability claim was a doctor's note that simply stated that the complainant was "[...] medically exempt from wearing a mask due to a medical condition." No further details were provided.

The Commission noted that "[...] where an individual files a human rights complaint, and seeks to have that complaint adjudicated by a Tribunal in order to obtain monetary and other redress, they require more than the type of note provided here." In the Commission's view, a complainant should be prepared to provide information certifies that the individual has been diagnosed with a disability, the nature of the disability, and the nature and scope of the restrictions that flow from that disability.

In response to the complainant's allegations that he had been discriminated against based on his religious beliefs, the Commission held that the complainant had failed to substantiate his claim:

> [35] The complainant does not identify what religion or faith tradition he follows. He refers to passages from two Books of the Bible, but those verses do not appear to relate to a tenet or practice of not covering one's face. I accept that the jurisprudence on the question of religious beliefs does not require adherence to a "mainstream" religious faith, or to demonstrate that all persons of that faith share the same beliefs. I also acknowledge that the complainant asserts that he believes that it is sacrilege to cover one's face, but apart from that assertion, he does not explain how that belief is tied to any particular religion, how it is religious in nature, or that the requirement to cover his face restricts his ability to practice his religious faith.
>
> [...]
>
> ...an individual must do more than identify a particular belief, claim that it is sincerely held, and claim that it is religious in nature. This is not sufficient to assert discrimination under the Act. They must provide a sufficient objective basis to establish that the belief is a tenet of a religious faith (whether or not it is widely adopted by others of the faith), and that it is a fundamental or important part of expressing that faith.

As employers continue to navigate the human rights concerns of their employees, this decision demonstrates that employers are not required to accept an employee's assertion that they have a disability or religious belief that requires accommodation. As the Commission indicates, more information may be required before the accommodation onus shifts to the employer.

The discipline cases:

As a result of the pandemic, employers have been required to implement a number of new policies and protocols aimed at maintaining the safety of the workplace. To be effective, these safety protocols must be followed by everyone. As such, arbitrators have generally upheld discipline where the misguided acts of a single employee have the potential to endanger the entirety of the workplace by causing an outbreak.

- **Ahem – when a cough results in discipline:** In *Board of Education of School District No. 39 (Vancouver) v. Canadian Union of Public Employees, Local 407 (Markus Linde - Discipline),* 2021 CanLII 43175, the employer suspended the grievor for 10 days for his actions in deliberately coughing into the vehicle of a co-worker. The suspension letter provided that any further incidents would result in the termination of the grievor's employment. The union filed a grievance claiming that the grievor received excessive discipline for the incident.

  The Arbitrator held that the discipline imposed on the grievor was not excessive in all of the circumstances. The grievor's conduct was foolish, insensitive, and a deliberate violation of safety rules the employer put in place to protect employees from the risk of COVID-19. The employer made substantial efforts to protect its employees from the spread of COVID-19, and the seriousness of the discipline reflected the seriousness with which the employer sought to protect its employees from the impacts of the pandemic.

- **False screening results in cause termination:** In *Labourers' International Union of North America, Ontario Provincial District Council and Labourers' International Union of North America, Local 183 v. Aecon Industrial (Aegon Construction Group Inc.),* 2020 CanLII 91950 (ON LA), the employer dismissed a 64-year-old grievor with five years of service after he showed up for work without being medically cleared and reported no symptoms in the company's health screening despite having recently exhibiting a "significant" symptom of COVID-19.

  The Arbitrator dismissed the grievance and upheld the termination. In the Arbitrator's view, the grievor's actions were a deliberate and total failure to follow instructions. Moreover, the grievor had put his personal interest in returning to work before the risks he posed to his co-workers. As such, given that the grievor had a significant past disciplinary record, the Arbitrator concluded that the employer could not trust the grievor to avoid engaging in unsafe conduct in the future.

- **Don't spit into the wind or pretend to spit at your coworkers:** In *Ryam Inc. Forest Products Group Chapleau Sawmill v. United Steelworkers Local 1-2010, 2021 CanLII 61491 (ON LA),* the employer issued the grievor a three-month suspension after he engaged in an argument with a supervisor that culminated in the grievor yelling, using derogatory language, removing his mask and pretending to spit at the supervisor, and threatening to "give him COVID". There was no evidence that the grievor had COVID-19, and the supervisor did not contract COVID-19.

  The Arbitrator considered the threat to give the supervisor COVID-19 in the context of the pandemic, which has led to the death and serious illness of many, and determined that the grievor's behaviour was a violation of the Workplace Violence and Harassment policy and the *Occupational Health and Safety Act*. However, the Arbitrator ultimately decided to reduce the suspension from three months to two months because the grievor was willing to apologize, he was a long-service employee and did not have any disciplinary history.

- **Failure to isolate leads to cause dismissal:** In *Garda Security Screening Inc. and IAM, District 140 (Shoker), Re,* the grievor tested positive for COVID-19 on April 12, 2020. The grievor initially told the employer that she was tested on April 6, 2020 and she did not work on April 6, 7, or 8 while she waited for her results. However, upon further investigation, the employer discovered that the grievor did in fact work on April 6, 2020. The Grievor justified her conduct on the basis that she reported to work because "she did not feel sick". In her written statement to the employer, the grievor further stated that "no one told her, and she was not aware, that she was required to self-isolate". The employer terminated the Grievor's employment for cause.

In upholding the termination, the Arbitrator noted that at the time, the pandemic was the number one item in the news. It was therefore hard to believe that anyone was not aware of the expectations from public health in Ontario and Canada about what to do after being tested. The grievor's misconduct was compounded by the fact that she showed no remorse for the potential consequences stemming from her failure to isolate. Accordingly, the Arbitrator had no confidence that she understood the potential consequences of her actions.

Awards and accolades

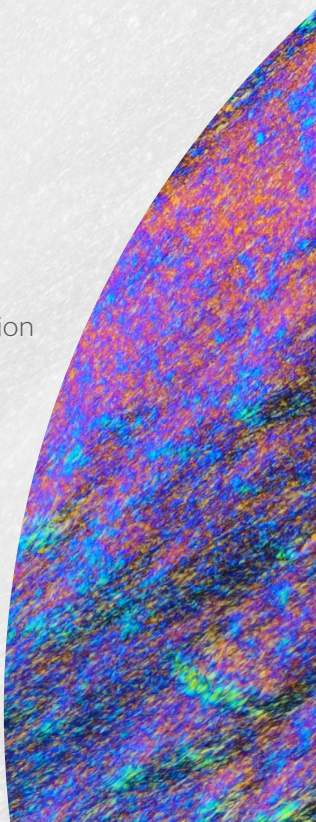
Chambers Canada (2022)
Ranked in Employment & Labour - Alberta
Ranked in Employment & Labour - Ontario
Ranked in Pensions & Benefits - Nationwide
Ranked in Immigration - Nationwide
Ranked lawyers
Fausto Franceschi – Employment & Labour (Alberta)
April Kosten - Employment & Labour (Alberta)
Mary Picard - Pensions & Benefits (Nationwide - Canada)
Andy Pushalik - Employment & Labour (Ontario)
Scott Sweatman - Pensions & Benefits (Nationwide - Canada)

Best Lawyers (2022)
Several lawyers recognized | Labour and Employment Law, Immigration Law & Employee Benefits Law

Legal 500 Canada (2022)
Ranked in Business Immigration
Ranked in Employment and Labour
Ranked in Pensions
Ranked lawyers
Arianne Bouchard – Labour and Employment
Taylor Buckley - Pensions
Pamela Chan Ebejer - Labour and Employment
Eleni Kassaris - Labour and Employment
April Kosten - Labour and Employment Next Generation Partner
Christian Létourneau - Labour and Employment
Adrian Miedema - Labour and Employment
Mary Picard - Pensions
Andy Pushalik - Labour and Employment Next Generation Partner
Scott Sweatman - Pensions

Canadian Legal Lexpert Directory (CLLD) (2021)
Adrien Miedema – Repeatedly recommended: Occupational Health & Safety; Worker's Compensation
Catherine Coulter – Repeatedly recommended: Employment Law
Adrian Elmslie - Repeatedly recommended: Employment Law
Fausto Franceschi - Repeatedly recommended: Employment Law
Mary Picard –Consistently recommended: Pensions & Employee Benefits
Scott Sweatman - Repeatedly recommended: Pensions & Employee Benefits

Canadian Occupational Safety magazine (2021)
Dentons recognized as 5-star Safety Law Firm
Adrian Miedema recognized as a 5-star Safety Lawyer



"Dentons' service is excellent"

—Chambers 2022

"As a national company with operations in each province, the Dentons employment group's multi-jurisdictional capabilities are an important aspect of its value proposition. They bring a one-stop shop package that leverages either their own offices outside of Toronto, or they leverage pre-existing relationships with local firms in markets where they don't have a presence," explained another interviewee.

—Chambers 2020

"They provide well-supported legal opinions in a timely manner"

—Chambers 2022

"Dentons is extremely client-focused. The team spends a considerable amount of time understanding our business and risk tolerance and has developed strong relationships across our business (not just our legal department)."

—Legal 500, 2020

"Dentons goes above and beyond with information they share openly with clients - they keep everyone in the loop," adding: "How they handle their approach to client service really does set them apart."

—Chambers 2022

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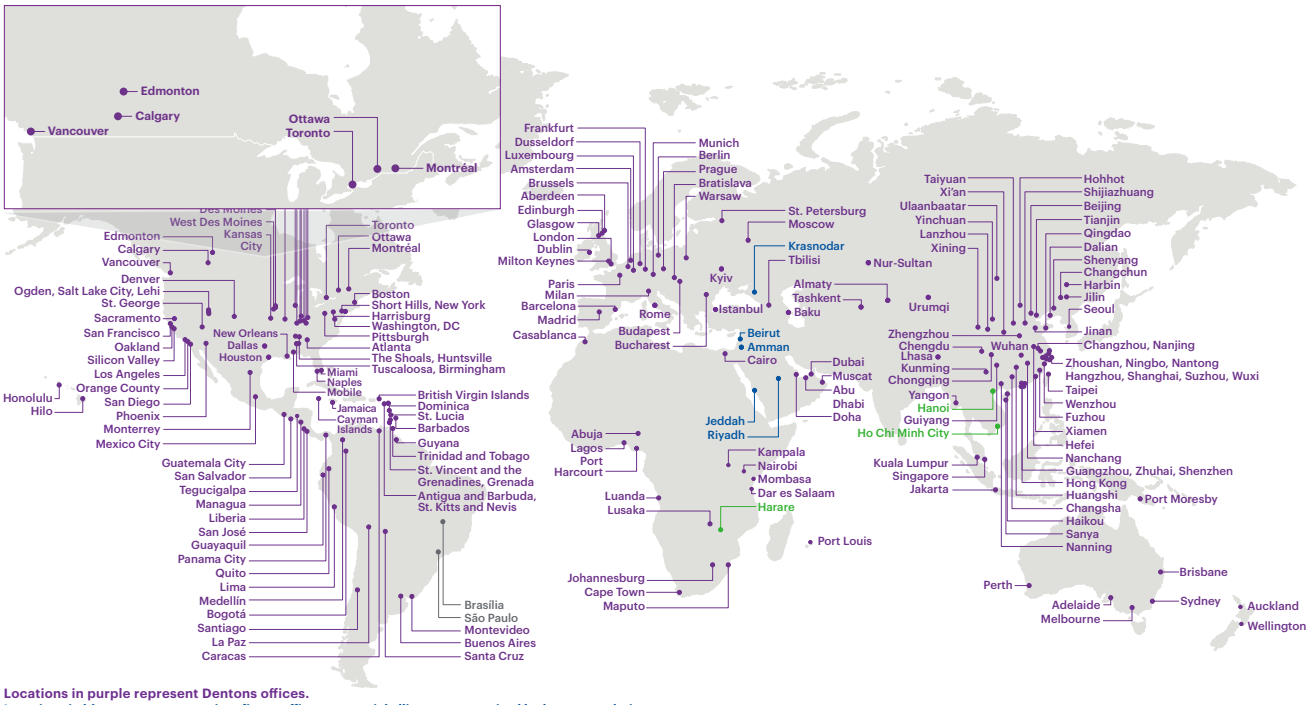

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Locations in blue represent associate firms, offices or special alliances as required by law or regulation.
Locations in green represent approved combinations that have not yet been formalized.
Locations in gray represent Brazil Strategic Alliance.

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ABOUT DENTONS

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