



Newsletter

January 2019

Membership

Welcome to returning members **Rick and Laurie Symonds of Carson Cleaners in Hanover**, and to new allied trade member **Richard Ponsonby of Richard Ponsonby Creative**, who is responsible for creating our new website, logos and pins, as well as our new decals.

You will have received your renewal invoices by now. I hope that you will remit your payments shortly. As well, for the first time we are now able to accept payments with **American Express**.

A special thankyou to Mr. Paul Lindzon, the President of Lipson Shirt makers, an honorary member of CFA for their donation of 200 shirts to the Salvation Army Thrift Store as a result of my email to our membership.

I am happy to announce that **CFA** is now a member of **CINET**, the largest professional textile care association in the world with members in 100 countries. Our members will have access to their valuable information such as learned from the Best Practices Awards. If you need answers to any technical or other questions, email me and I will access their restricted website for the answers. If you want to do this on your own, then you would have to pay a monthly fee to have this access.

Hello Sidney,

Not sure how I can go about this, I am looking for a multi finisher like the Sankosha mf 250u or mf300u. Something similar on the used market, in case anyone is closing or changing equipment and has something available.

Thanks

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President's Dinner

The President's dinner was well attended and everyone had a great time. The food and entertainment were superb. Thank you to our sponsors who helped made it happen (Gibson's Cleaners, Extox Industries, Dalex, and Jacquelyn Stevens of Willms & Shier Environmental Lawyers). The dance floor was busy all night long. The following email sums up the evening.

Bruce Miller <bruce@sparklesolutions.ca>

Hello Everyone

Great Presidents dinner last night. What a fabulous venue. It was nice to connect and meet everyone in such a great setting. I did meet a lot of people for the first time and had a chance to get to know everyone better. This was our first dinner and we would not miss another. I hope to get to see you all next year.

Cheers

Bruce Miller

Time to brag about your achievements

I would like to know about any awards or recognition you or your company receives so that I can share that information with others in our association. The more good things we know about our members, the more we can be proud of our achievements and share them not only among ourselves, but with our consumers, media, government agencies, and the public. So do not be shy. Send me the information and pictures if possible. I will include this information in our newsletters and on our website as well.

Congratulations to **Laura Long of Magiclean Services Inc.** in St. Catherines, Ontario who was selected as the **Consumer Choice Award winner for 2019** in the category of dry cleaning services for the Niagara Region. The following criteria were needed to win this award:

1. QUALITY of the products or services provided
2. VALUE of the products or services provided
3. APPEARANCE of the business
4. OVERALL SERVICE provided

CFA is proud of your achievement.

Order your buttons now

If you have not yet received your allotment of buttons for your counter staff and sales reps, please send me an email and advise me as to the number you require. There is no charge for these buttons, as we are including it in your benefit package for 2019. There is a limited supply, so get your order in ASAP.



Congratulations to **Gibson's Cleaners** which will be celebrating their **90th** year in business. I was privileged to be invited to their annual Christmas Party and was impressed with the effort and care that went into the preparation of the event. **Rob and Nancy McConnell** used this format to hand out gifts for length of service awards as well as a special President's Award, which was a family tradition to a long standing employee.

As well, they added a great deal of fun to the event by getting their staff to participate in games that were designed to add to the company spirit.

Below are some of the pictures from the event. Everyone had a great time.



Canada: Employment Law And Privacy: Where An Employee's Rights End And The Employer's Rights Begin

Last Updated: December 12 2018

Article by [Catherine Willson](#)

Goldman Sloan Nash & Haber LLP

As the employees at a law firm in Toronto had recently discovered, their right to privacy was more of an idealistic expectation than it was a reality. Upon claims that employees were being paid for time they had not worked, a system that scanned their finger prints was mounted and entering and exiting the office was impossible without first scanning a finger print. This enabled their employer to track their time in and out of the office and avoid paying employees for time they had not been in the workplace. Although this may seem like an invasion of privacy, this act was technically legal; the employer's suspicion that employees were being paid extraneously gave them the right to monitor their employees.

Employers have the right to spy or invade on certain aspects of the employee's privacy. If an employee is suspected of misconduct, this provides the employer with exceptional circumstances that enable them to monitor that employee at a greater depth. Employers may monitor activity and internet usage on company computers, monitor company e-mail accounts, scour employees' social media pages, hire private investigators to determine if an employee is abusing a sick day, and even install hidden cameras if the employee being monitored is suspected of misbehaviour.

Video cameras are allowed to be installed only when there is reason to believe an offence is being committed and must be in good faith. Employees must be informed that they are being recorded.

Amidst all of these forms of monitoring, an employee may feel they have limited rights pertaining to privacy in the workplace.

The content of this article is intended to provide a general guide to the subject matter. Specialist advice should be sought about your specific circumstances.

For further information in regards to these concerns contact Christine Jonathan of MacDonald, Sager, Manis LLP at 416-364-1553 or cjonathan@msmlaw.ca.

Worth Repeating – Phone Fraud

What's the silence behind a silent call?

It's dinnertime. You're just sitting down to eat and the phone rings. You rush to answer it, but when you do, there's no one on the other end. You say "hello" a few times but there is only silence. Annoyed, you hang up. This is not the first time this has happened. Read on to find out what's behind a silent call.

What is a silent call?

There are two kinds of silent calls:

1. **Phone fraud:** Silent calls are often the first step in a phone fraud scheme that could lead to your identity being stolen or your bank account being drained. The silence on the other end of the phone is actually a computer gathering information about you; any small noise, like a cough, can signal to the computer that the number just dialed is an active line, answered by a human. Once the computer notes a person has answered the call, the numbers are gathered and sold to criminals, who use them to get personal information. Phone fraud can take many forms. In addition to silent calls, one of the most common types is vishing.
2. **Telemarketing blips:** In Canada, a silent call is a telephone call from a telemarketing agency that does not have an agent immediately available to handle the call when you answer. In this instance, the call may be suddenly terminated and you hear silence ("dead air") or you may hear a dial tone from the telephone company indicating the call has been dropped. In the United States, the Federal Trade Commission (FTC) in its regulations for telemarketers, refers to a silent call as an "abandoned call."

How does it work?

The majority of silent or abandoned calls are made and caused by automated calling systems known as dialers, or predictive dialers. These dialers, mainly used in call centres, dial telephone numbers automatically and connect people to call centre agents as soon as the phone is answered.

But dialers don't always work as they should. For example:

- If the dialer makes a call but there is no call centre agent on hand to deal with it, the person being called will hear silence on the other end of the line.
- When the technology used by call centres to detect an answering machine mistakes you for the answering machine, it cuts off the call without playing an information message, or before you hear anything.

What you can do

If you are being annoyed by silent calls, or unwanted calls from telemarketers, you can have your number put on the [National Do Not Call Registry](#). This way, your telephone number will not be available to automatic dialers. There are some exceptions, so it's best to check the website. You can also try [blocking individual numbers](#) to avoid specific callers.

If you are still getting calls, you can [complain about any that violate any unsolicited telecommunications rules](#) (this includes automated dialing-announcing device rules). To file a complaint, you will need:

- Your phone number (where the call was received)
- The name and phone number of the telemarketer
- The date you received the call

The next time you answer the phone and all you hear is silence, don't panic. In fact, don't say anything at all. Just hang up. You've most likely just avoided a pitch from a telemarketer or even better, foiled a possible plan for telephone fraud! We encourage you to share this article with the people you care about to help protect them against silent calls and other scams.

Read quietly and give it some thought:

To realize the value of a sister / brother, ask someone who doesn't have one

To realize the value of ten years, ask a newly divorced couple.

To realize the value of four years, ask a graduate.

To realize the value of one month, ask a mother who gave birth to a stillborn.

To realize the value of nine months, ask a mother who has given birth to a premature baby.

To realize the value of one month, as a mother who has given birth to a premature bay.

To realize the value of one week, ask an editor of a weekly newspaper.

To realize the value of one minute, ask a person who has missed the train, bus or plane.

To realize the value of one second, ask a person who has survived an accident.

Time waits for no one. Treasure every moment you have.

You will treasure it even more when you can share it with someone special.

To realize the value of a friend or family member, LOSE ONE,

Remember: Hold on tight to the ones you love.

Canada: Employers, Time To Rethink Your Releases!

December 6 2018 Article by [Naomi E. Calla](#); Borden Ladner Gervais LLP

In the recent decision of *Watson v. The Governing Council of the Salvation Army of Canada*, 2018 ONSC 1066, the Ontario Superior Court had the opportunity to consider the enforceability of a standard employment release in relation to allegations of sexual harassment.

The facts of the case are simple, however its implications are significant. Emma Watson was briefly employed as the manager of a Salvation Army thrift store. Following her termination, she executed a standard form employment release. The release stated, in part, that:

... The Employer and Employee having regard to their respective rights, duties and obligations, have determined that they wish to resolve any and all claims, complaints, actions, disputes etc. between them arising out of the employment relationship or the termination of that employment; ...

Subsequent to signing the release, Ms. Watson brought a claim against both her manager and the Salvation Army, alleging that she had been sexually harassed during her employment. Her manager sought to have her claim dismissed on a summary judgment motion, on the basis that she had executed a full and final release.

The Superior Court considered the language in the release and found that the scope of the release was the employment relationship. "While many of the alleged events occurred at the place of employment and, perhaps, because of the employment, sexual harassment, intimidation and other improper conduct are not connected to employment. They are clearly separate matters." Her claim was therefore not barred by the release.

As a result of this decision, it would be prudent for employers to review their standard releases provided to employees upon dismissal to ensure that they are drafted broadly enough to cover claims such as harassment and sexual harassment. It would be recommended to add language expressly releasing any such claims, regardless of whether such a claim is contemplated at the time a specific employee is terminated.

The content of this article is intended to provide a general guide to the subject matter. Specialist advice should be sought about your specific circumstances.

Remember that as part of your membership, you have access to our corporate lawyers, especially Christine Jonathan of MacDonald, Sager, Manis LLP for advice on employment contracts. (416-364-1553)

Stained Clothes May Be A Sign That You Are Intelligent

Do you often worry when cooking or attempting to do something messy that your white top is really going to suffer? Or do you prefer to drink water so that you don't end up ruining your favourite clothes? If this seems to apply to you, then you might actually be classed as intelligent according to a scientific explanation!

But the real question is, what is the connection between intelligence and stained clothes? Now that's something that got you thinking! We have the answer to why you can't seem to eat without staining your clothes. Read on to find out.

Sometimes we feel like we're kids again because of the amount of times we end up changing our clothes after staining them with the odd splash of coke and dollop of ketchup. No matter how careful we think we are, we fail to escape from the inevitable stains that creep up without an invite!



Wedding Dresses Are Not an Exception

I can confirm to you that if you manage to stain your wedding dress which is meant to be one of the most special outfits in your life, then there is one thing for definite; you'll never be able to keep away from stains from the rest of your life. So what is the reason behind this you my wonder?

The Scientific Explanation Behind This

Even if many think you are being clumsy, science has proven that your klutzy habits are one of the symptoms of your intelligence. So this explains why you may stain your clothes. At least the reason behind this is positive!

Intelligent people use their brains differently. For example, when you raise a glass to your mouth, your brain enters a calculation mode where it will estimate how heavy that glass will be and how you should hold it, and how fast you can get it to your mouth without spilling it onto yourself. Those that are intelligent have other things to think about than how the glass will reach their lips and that's why they spill more often.

The author Steve Johnson says: "The more unorganized your brain is, the more intelligent you are." So you're not just clumsy, your brain just prefers to deal with more important things than your next drink. Although this can be really annoying, in terms of more laundry and having to constantly change your clothes, it is an indicator that you are intelligent which can't be so bad after all!

Canada: Reporting Bad Conduct To Regulator Defamed Ex-Employee

Last Updated: December 3 2018, article by [Stringer LLP](#)

The Court of Appeal recently confirmed that an employer defamed an ex-employee when the employer filed a false report with an industry regulator.

The Case

The employee in [Hampton Securities Limited v. Dean](#) was a proprietary trader. The employer accused the employee of making unauthorized trades which resulted in trading losses, and demanded she post \$50,000 to her trading account or be barred from trading. The employee took the position that she had been constructively dismissed.

The parties were regulated by the Investment Industry Regulatory Organization of Canada ("IIROC"). The employer filed a notice on IIROC's public database, stating that the employee was terminated for cause for failing to follow trading policies and engaging in unauthorized trading which resulted in losses.

The Decision

The trial court ruled that the employee had been defamed and wrongfully dismissed. The employer had not proven its allegations that the employee had failed to follow policy and procedure and had engaged in unauthorized trading at trial. Moreover, the trial court found the statement it made in the public database was clearly defamatory, and was made without an honest, good faith belief in the truth of its contents. As a result, it was not protected by the defence of qualified privilege.

Generally, a statement will be defamatory if it tends to diminish the reputation of its subject in the eyes of a reasonable person. Qualified privilege is a complete defence to defamation, where the party which made the statement had a legitimate interest in making a statement, others had a legitimate interest in receiving it, and the statement was made with an honest belief in the truth of its contents. For instance, employers operating in regulated industries may have certain obligations to report problematic or improper conduct to their regulator, and the regulator may subsequently make that information public. Regulators have an interest in receiving such information in order to regulate the profession, to be aware of potential misconduct, and to protect the public.

The Court of Appeal upheld the trial court's ruling that the employer could not avail itself of this defence, because it the statement was clearly false and misleading, and because it had exceeded its duty to report to IIROC. The Appeal Court reasoned that when it provided false or misleading statements the employer had exceeded the scope of the duty to report.

As a result, the Court of Appeal upheld the trial award of six months' reasonable notice, \$25,000 in damages for defamation, and \$25,000 in punitive damages. The Court placed particular emphasis on evidence that the employer's defamatory statement to IIROC was preventing her from obtaining another trading position.

The Takeaway

[We wrote recently](#) about a case that confirmed employers' right to provide honest references for ex-employees, without facing liability for defamation or other torts. This case, however, illustrates that the courts will be particularly tough on employers where a statement or reference is made maliciously, or is knowingly false or misleading.

The Court of Appeal determined that the employer knew that the statements were untrue, and that it had made them maliciously. This would have been sufficient to disentitle the employer from relying on the defence of qualified privilege. However, the Court went further, and also found that the employer could not rely on the privilege because it had no legitimate interest in making the statement.

Clearly, the employer in this case had a legal obligation to report unauthorized trading. Read narrowly, the Appeal Court's decision simply confirmed the obvious – there is no duty to make a false or misleading report. The employer had no legitimate interest in making the statement and the regulator had no interest in receiving it. Therefore, the employer could not rely on the defence of qualified privilege.

It is somewhat concerning that the Appeal Court did not address whether the defence would be available to an employer that held an honest but mistaken belief that it was obligated to report certain employee behaviour. Regulators and the public have an interest in employers erring on the side of reporting when unsure whether they are required to do so.

However, if the employer in this case had an honest, though ultimately mistaken, belief that the employee had engaged in unauthorized trading, it is not clear from the Court's decision whether qualified privilege would have applied. Arguably, a regulator has an interest in receiving such reports, so that it may determine for itself whether disciplinary action is warranted.

In light of this decision, employers that are unsure whether they are legally obliged to make a report to a regulator would be well-advised to seek legal advice or to contact the regulator for guidance in advance of reporting.

The content of this article is intended to provide a general guide to the subject matter. Specialist advice should be sought about your specific circumstances.

Christine Jonathan is a lawyer specializing in Employment Law and is part of the firm of MacDonald, Sager, Manis LLP who are our corporate lawyers. She can be reached at 416-364-1553 or email cjonathan@msmlaw.ca

Canada: A Refresher On Vacation Entitlement Under The Employment Standards Act

Last Updated: December 3 2018

Article by [Nicole Skuggedal](#) and [Jim Boyle](#); [Lawson Lundell LLP](#)

The holiday season is approaching, and many employees will be taking well-earned vacation. It is a good time for a refresher on statutory vacation requirements under the British Columbia [Employment Standards Act](#) (the "**Act**").

British Columbia employers must give employees who are subject to the *Act* both vacation time off of work and vacation pay.

Vacation Time

Employers are required by the *Act* to give employees an annual vacation of at least 2 weeks after the employee has worked 12 consecutive months and at least 3 weeks after the employee has worked 5 consecutive years.

Under the *Act*, vacation entitlement accrues in the year *before* the year in which the employee is entitled to take the vacation (note that the basis for calculating a year is the employee's start date, unless the employer elects to use a common date for calculating annual vacation entitlement which does not result in a reduction of the employee's vacation or vacation pay entitlement). In other words, the annual vacation you take this year is based on last year's work. This means that employers are not required to give 2 weeks of vacation to an employee within the employee's first year of employment -- that entitlement arises *after* 12 months of work. That said, many employers allow employees to take vacation on a pro-rated basis during their first year of employment.

Employees are entitled to annual vacation under the *Act* regardless of whether they work full-time or part-time. Statutory holidays, such as Christmas Day and New Year's Day, are excluded when calculating an employee's vacation entitlement.

The *Act* requires employers to ensure that employees take an annual vacation within 12 months after completing the year of employment entitling the employee to the vacation. There is no provision in the *Act* permitting employers to simply "pay out" unused vacation at the end of the year -- rather, the *Act* requires employers to make sure the employee actually takes time off.

Vacation Pay

Vacation pay under the *Act* is treated separately from vacation time. Vacation pay is calculated based on the employee's "total wages" earned in the previous year of employment, which includes:

- commissions;
- incentive pay;
- overtime;
- statutory holiday pay; and
- previously paid vacation pay; but does **not** include:
 - gratuities;
 - allowances;
 - expenses; or
 - money paid at the discretion of the employer that is not related to hours of work, production, or efficiency (e.g. Christmas bonus paid to all employees).

Employers are required to pay vacation pay to employees as follows:

- at least 4% of the employee's total wages during the previous year (equating to approximately two weeks' wages) after 5 *calendar days* of employment; and
- at least 6% of the employee's total wages during the previous year (equating to approximately three weeks' wages) after 5 *consecutive years* of employment.

Employers may either pay an employee's vacation pay at least 7 days before the beginning of the employee's annual vacation, or, if the employer and employee have agreed in writing (or if provided by collective agreement), the employer may pay vacation pay regularly on each of the employee's scheduled paydays.

We note that most employers do not pay vacation pay to employees 7 days before the employee's vacation, and many employers simply continue to pay the employee their salary during the employee's annual vacation. Although this practice may not be technically compliant with the *Act*, the Employment Standards Branch tolerates this practice provided that the salary paid to the employee during the vacation amounts to at least 4% or 6% (as applicable) of the employee's total wages in the previous year. In its recent [Consultation Paper on the Employment Standards Act](#), the British Columbia Law Institute has recommended amending the *Act* to expressly permit this practice, although its recommendations are not binding on the government.

Vacation time and vacation pay may be further modified by contract between the employer and employee provided that any modification meets or exceeds the minimum requirements of the *Act*.

Note that the *Act* provides that employers must provide employees with *at least* the prescribed amount of vacation time and vacation pay, so the Employment Standards

Branch has jurisdiction to enforce any vacation and vacation pay terms set out in an employment agreement.

The content of this article is intended to provide a general guide to the subject matter. Specialist advice should be sought about your specific circumstances.