

*H*IGHLIGHTS

Ontario Labour Relations Board

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SCOPE NOTES

The following are scope notes of some of the decisions issued by the Ontario Labour Relations Board in March of this year. These decisions will appear in the March/April issue of the OLRB Reports. The full text of recent OLRB decisions is available on-line through the Canadian Legal Information Institute www.canlii.org.

Certification – Vote Arrangements – Teamsters and Labourers filed a total of three applications for certification filed under the *Labour Relations Act, 1995* (the “*Act*”) after an application to terminate the Teamsters’ bargaining rights was filed - Certification applications related to the same bargaining unit as the termination application – Given overlapping bargaining unit descriptions, competing organizing campaigns, and the objective of ascertaining employees’ true wishes, Board exercised discretion under s. 111(3)(b) of the *Act* to postpone consideration of the certification applications until after the final decision in the termination application and ordered a three-way vote, where employees chose among Teamsters, Labourers or no union – Board crafted voting constituency that accounts for all bargaining unit descriptions – Matter continues

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 RE: **WASTE MANAGEMENT OF CANADA CORPORATION**; OLRB Case No: 3605-25-R; Dated: March 17, 2026; Panel: Alan Freedman

Construction Industry – Sector Dispute – Dispute arose in the course of a jurisdictional dispute concerning construction of parking lots, curbs, and sidewalks associated with an educational centre – Labourers and Carpenters asserted work fell within the ICI sector of the construction industry, while the Operating Engineers and the employer argued that the work was within the roads sector – Board considered typical factors relevant to a sector dispute: work characteristics, bargaining patterns and end use/severability – Board found work characteristics to be neutral, noting little practical distinction between parking lot work in the ICI and roads sectors – Provincial bargaining patterns favoured a finding that the project was in the ICI sector – Board preferred evidence of consistent province-wide ICI practice over local bargaining patterns – End use of the project was institutional, as the parking lot and sidewalks were integral to access and operation of the education centre – Work was performed concurrently with

building construction, under a single general contract, and overseen by the same general contractor – Board found work was closely integrated with the ICI project and was not severable - Board declined to sever the work, emphasizing consistency and predictability in sector determinations – Work declared to fall within the ICI sector – Matter continues

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 607, AND LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL RE: **TOM JONES CORPORATION AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**; OLRB Case No: 1700-22-JD; Dated March 9, 2026; Panel: John D. Lewis

Related Employer – Applicant sought declaration under s. 1(4) of the *Labour Relations Act, 1995* (the “*Act*”) that two related entities constituted a single employer – Responding parties brought a preliminary motion to dismiss under Rule 39.1 on the basis that the application disclosed no *prima facie* case - Applicant already held bargaining rights with each entity and successor employer was applying the collective agreement at the site – Refusal to become a signatory to the city-wide agreement did not constitute erosion of bargaining rights – Board emphasized that s. 1(4) is intended to protect, not expand, bargaining rights – Board distinguished bargaining rights from collective agreement terms – No evidence of employee intermingling, work diversion, or loss of bargaining unit work – Non-union entity pre-dated unionized entity, undermining any presumption of erosion – Board concluded that granting relief would

improperly expand bargaining rights beyond their existing scope – Application dismissed

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2 RE: **BROOKFIELD GLOBAL INTEGRATED SOLUTIONS (SUSTAINABLE CLEANING SOLUTIONS) AND BROOKFIELD GLOBAL INTEGRATED SOLUTIONS CANADA GP LTD.**; OLRB Case No: 1222-25-R; Dated: March 30, 2026; Panel: Peigi Ross

Reprisal – *Public Service of Ontario Act* – Application brought under *Public Service of Ontario Act, 2006* (“*PSOA*”) alleging unlawful reprisal contrary to s. 139 and 140 after Applicant was not reappointed to the Consent and Capacity Board (“*CCB*”) - Applicant alleged non-reappointment was reprisal for disclosing alleged wrongdoing by the Chairperson – Responding parties raised a threshold issue that the Board lacked jurisdiction to entertain the application – Board reviewed statutory scheme under the *PSOA* and the *Health Care Consent Act* – Although applicant was a “public servant” by virtue of Lieutenant Governor in Council (“*LGIC*”) appointment, Board found that only specific categories of public servants may file reprisal complaints with the Board – Board held s. 140 of the *PSOA* limits Board’s jurisdiction to public servants subject to a collective agreement and public servants employed by a public body and not unionized – Applicant was not subject to a collective agreement nor employed by a public body – Board rejected argument that common-law employment tests or “control” rendered applicant “employed by” the *CCB* – Board emphasized that under the statutory scheme, employment status can only arise through appointment under Part III of the

PSOA – CCB members appointed by LGIC are not employees of the CCB – Representations or informational materials could not expand statutory jurisdiction – Board lacked jurisdiction to hear the reprisal complaint – Application dismissed

MARK HANDELMAN RE: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTRY OF HEALTH, AND MARGARET CREAL, K.C.; OLRB Case No: 2132-24-UR; Dated: March 25, 2026; Panel: Brian O’Byrne

Successor Employer - Building Services - Union application under s. 69 and 69.1 of the *Labour Relations Act, 1995* (the “*Act*”) concerning the transfer of security services contract from P to LTS – LTS also filed an application seeking a declaration under s. 69(6) of the *Act* that the union’s bargaining rights be extinguished due to intermingling – Board deemed a sale of business to have occurred under s. 69.1 of the *Act* – Paragon performed services at the premises as their principal place of work, ceased to provide work and provided sustainably similar services of patrol guard and concierge services – Differences between the nature of the security services provided were not sufficient to make the services not “substantially similar” - LTS argued that union’s bargaining rights should be extinguished as a result of intermingling with non-union employees periodically assigned from other locations - Board found that there were no conflicting bargaining rights, which was the typical reason for altering bargaining rights under s. 69(6), and that the periodic assignment of non-union employees to this site was not significant - Extinguishing bargaining rights would have been inconsistent with the

remedial purpose of s. 69.1 of the *Act* - Union’s application allowed; LTS’s application dismissed

UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A RE: PARAGON SECURITY LTD. AND/OR PARAGON PROTECTION LTD. DBA PARAGON SECURITY, AND LIVE TO SECURE PROTECTIVE SERVICES INC. DBA LTS PROTECTIVE SERVICES; OLRB Case No: 1583-24-R; Dated March 6, 2026; Panel: Roslyn McGilvery (34 pages)

Unfair Labour Practice - Duty to Bargain – Union alleged that employer violated s. 17 of the *Labour Relations Act, 1995* (the “*Act*”) after employer revised bargaining proposals - Union argued that agreement had been reached on certain matters that the employer was now proposing to alter – Employer took the position that these matters had not been signed by the parties, and that the bargaining protocol specified that agreement had not been reached until items were signed - Board found no violation of duty to bargain in good faith – Board assessed both the subjective duty to bargain in good faith and the objective duty to make every reasonable effort to conclude a collective agreement – Employer’s modifications to its previous proposals followed the arrival of new senior academic leadership but were limited in scope and did not involve a wholesale re-opening of previously discussed proposals – Board accepted changes negatively affected bargaining from the Union’s perspective, but found no evidence they went so far as to derail the bargaining process – Employer did not present revised proposals as a *fait accompli*, engaged with the Union, and subsequently withdrew most of the proposed changes – Bargaining remained active and ongoing

– Language at issue had not been signed by lead negotiators as required by the parties’ bargaining protocol, such that restrictions on revisiting agreed language were not triggered – Board emphasized that new leadership does not give carte blanche to reopen proposals, noting that different timing or signed language could have led to a different result –Board concluded employer bargained in good faith and made reasonable efforts to reach a collective agreement – Application dismissed

SYNDICAT DES PROFESSEURS ET
PROFESSEURES ET UNIVERSITÉ DE
L’ONTARIO FRANÇAIS (SPPUOF) RE:
UNIVERSITÉ DE L’ONTARIO FRANÇAIS;
OLRB Case No: 1541-24-U; Dated March 9, 2026;
Panel: Michael McCrory

The decisions listed in this bulletin will be included in the publication Ontario Labour Relations Board Reports. Copies of advance drafts of the OLRB Reports are available for reference at the Ontario Workplace Tribunals Library, 7th Floor, 505 University Avenue, Toronto.

Pending Court Proceedings

Case Name & Court File No.	Board File No.	Status
Peter Miasik Divisional Court No. 099/26	0492-25-U	Pending
SEIU Local 2 Divisional Court No. 051/26	0999-25-MR	Pending
Classic Tile Divisional Court No. 1006/25	0069-25-R	Pending
CLV Group Inc. Divisional Court No. 3102/25	2645-24-R	Pending
PBC Development Divisional Court No. 3103/25	2645-24-R 0020-25-U	Pending
Ottawa Valley Kitchens Ltd Divisional Court No. 3111/25	1011-25-R	Pending
Shaochun Huo Divisional Court No. 868/25	2837-24-U	Pending
Mir Hashmat Ali Divisional Court No. 838/25	1067-23-U	Pending
David Tucci Divisional Court No. 660/25	2831-24-UR	March 23, 2026
Holland, L.P. Divisional Court No. 641/25	2059-18-R 2469-18-R 2506-18-R 2577-18-R 0571-19-R 0615-19-R	March 30, 2026
Thurler Milk Divisional Court No. DC-25-00003048-0000	2521-24-ES	Pending
Riocan Management Inc. Divisional Court No. 614/25	0807-22-G	Pending
Paresh C. Ashar Divisional Court No. 546/25	2062-18-UR	Dismissed
Mary Spina Divisional Court No. 078/25	2542-24-U	Pending
Cai Song Divisional Court No. 493/25	2510-23-U 2766-23-UR	Dismissed

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Sobeys Capital Inc. Divisional Court No. 385/25	1383-22-R	Dismissed
Tricar Developments Inc. Divisional Court No. 336/25	2132-21-G	Adjourned
Troy Life & Fire Safety Divisional Court No. 342/25	1047-23-JD	Dismissed
Michael Kay Divisional Court No. 296/25	2356-23-U	June 24, 2026
David Johnston Divisional Court No. 450/25	0780-23-U	Dismissed
Liseth McMillan Divisional Court No. 293/25	2463-23-U	Pending
Ellis-Don Construction Ltd Divisional Court No. 126/25	0195-23-G	Adjourned
Ronald Winegardner Divisional Court No. DC-25-00000098-0000	2094-23-U	April 30, 2026
TJ & K Construction Inc. Divisional Court No. DC-24-0002949-00-JR	1743-24-ES 1744-24-ES	Pending
Justice Ohene-Amoako Divisional Court No. 788/24	2878-22-U	Pending
Peter Miasik Divisional Court No. 735/24	1941-23-U	Dismissed
Candy E-Fong Fong Divisional Court No.	0038-21-ES	Pending
Symphony Senior Living Inc. Divisional Court No. 394/21	1151-20-UR 1655-20-UR	Pending
The Captain's Boil Divisional Court No. 431/19	2837-18-ES	Pending
EFS Toronto Inc. Divisional Court No. 205/19	2409-18-ES	Pending
RRCR Contracting Divisional Court No. 105/19	2530-18-U	Pending
China Visit Tour Inc. Divisional Court No. 716/17	1128-16-ES 1376-16-ES	Pending
Myriam Michail Divisional Court No. 624/17	3434-15-U	Pending

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Peter David Sinisa Sesek Divisional Court No. 93/16	0297-15-ES	Pending
Byeongheon Lee Court of Appeal No. M48402	0095-15-UR	Pending
Byeongheon Lee Court of Appeal No. M48403	0015-15-U	Pending
R. J. Potomski Divisional Court No. 12/16	1615-15-UR 2437-15-UR 2466-15-UR	Pending
Qingrong Qiu Court of Appeal No. M48451	2714-13-ES	Pending
Valoggia Linguistique Divisional Court No. 15-2096	3205-13-ES	Pending