KOSKIE MINSKY

JUSTICE MATTERS

# Employment Law

This is a summary of employment law matters of interest, from a litigator's point of view.

## Requesting a severance package does not a resignation make

In an Alberta Court of Queen's Bench decision, an employer that accepted an employee's notice of resignation was found to have wrongfully terminated the employment relationship because the resignation was conditioned upon negotiating a fair severance package.

The employee worked for the employer in Calgary, Alberta and later in Madagascar for four years and eight months. The employee was the company's sole employee and representative in Madagascar and the larger African and Indian Ocean Region and enjoyed a certain level of autonomy in carrying out his duties. Over time, the relationship between the parties became strained as the employer began to increase its oversight of the employee's day-to-day operations.

Matters reached a climax when the employer advised the employee that as business was slowing in the region it would be winding-up its operations there. The employee was insistent that he had a plan that would help to redirect business in the region and offer continued growth for the company. Feeling overlooked by the employer and frustrated with the situation, the employee tendered his resignation and invited the employer to discuss a fair severance package. The employer did not accept the employee's resignation but instead invited him to put together a proposal for how he could remain in Madagascar.

After receiving and reviewing the employee's proposal the employer advised him that it saw no business efficacy in his proposal and it would not be implementing any of his suggestions. In response, the employee reiterated that he would be resigning and proposed terms for a severance package. A few days later, the employer purported to accept the employee's resignation without any reference to his proposed severance package.

The court found that the employee had not resigned but was instead terminated and owed pay in lieu of notice. The court noted that in order for a resignation to be effective and binding it must be clear and

unequivocal. To determine if an employee has resigned the court applies both a subjective and objective test. The subjective test assesses whether the employee intended to resign and the objective test asks the question, "given all the circumstances, would a reasonable employer have understood that the employee had resigned?"

In view of all the circumstances, the court found that the employee did not intend to resign from his position with the employer without further recourse. Each time the employee offered to resign his employment, the offer was conditioned upon the parties negotiating a severance package. The court noted that this was important for two reasons: first, "it is difficult in such a circumstance to argue that the resignation is clear and unequivocal when it is tied to a proposal for terms of severance; and second, it calls into question an employer's ability to accept that resignation…if the employer does not also accept the terms proposed by the employee."

The court found that the employee's resignation was not clear and unequivocal, but rather an invitation to negotiate a severance package and in any event the employer purported to accept the resignation on different terms.

The takeaway, although well established, was reiterated by the court; an intent to resign unconditionally must be clear, unequivocal and unconditional. Upon receipt of an employee's offer to negotiate a severance package the employer can either refuse the employee's offer outright or otherwise negotiate the terms of departure.

***Carroll v Purcee Industrial Controls Ltd*,** 017 CarswellAlta 516, 2017 ABQB 211

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# Failure to pay $300,000 bonus is not constructive dismissal

Does an employer's failure to pay a $300,000 bonus constitute constructive dismissal?

Not according to *Chapman v. GPM Investment Management*, a recent decision from the Ontario Court of Appeal.  Although there was no doubt that the employer had breached the employment contract by failing to pay the bonus, this conduct did not substantially alter an essential term of the contract going forward and thus did not constitute constructive dismissal.

The employee was employed by the defendant real estate management company for nine years as its chief executive officer and president and was also a director of one of its shareholders. According to his contract of employment, the employee was to receive a bonus calculated as a percentage of the company's pre-tax income. In 2011, the employee was surprised to learn that the company planned to exclude from

the calculation of its pre-tax income profit from the sale of lands that it had purchased several years earlier as an investment. The investment in land was a one-time event that would not be repeated later in the employee's tenure. The exclusion of these profits decreased the employee's bonus by $329,687. When the dispute over the bonus calculation was not resolved, the employee left his employment and sued for breach of his employment contract and constructive dismissal.

In order for a single act by the employer to constitute constructive dismissal, (1) the employer's conduct must be found to constitute a breach of the employment contract, and (2) the conduct "must be found to substantially alter an essential term of the contract". Although the first step is objective, the second considers whether a reasonable person in the same circumstances as the employee would have concluded that the employer's conduct evinced an intention to no longer be bound by the employment contract.

The trial judge had found that the employer's calculation of the bonus did constitute a breach of the employment contract and thus, met the first branch of the test. However, the essential terms of the contract had not been altered. The trial judge had rejected the employee's submission that the overall bonus scheme had shifted from a non-discretionary bonus to a discretionary bonus, and that this constituted a substantial alteration of an essential term of the contract. Instead, the Court found that the dispute between the employee and the company "amounted to a dispute over the interpretation of the application of one transaction to Mr. Chapman's bonus scheme and nothing more."

Although the employee argued on appeal that the trial judge had mistakenly considered the matter from the perspective of the employer, who thought it would be business as usual going forward, the Court of the Appeal disagreed. It pointed to the employee's own admission on cross-examination that he did not expect the terms of his employment to change in future.

The takeaway from this decision is that a disagreement over a term of the contract, even a term that can make a $300,000 difference, does not necessarily amount to constructive dismissal if a reasonable employee would not consider the essential terms of their employment to have been altered by the dispute. When considering the issue, it is necessary to consider the employment relationship as a whole, with a view to the future.

*Chapman v. GPM Investment Management*, 2017 ONCA 227

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# References are Protected Under the Defence of Qualified Privilege and Absent Malice cannot Give Rise to Damages

The decision of The Honourable Mr. Justice Miller, of the Ontario Superior Court of Justice, released April 18, 2017, considered a claim for defamation by an employee in relation to a reference given by his former

employer to a potential future employer. This could have been the first case in which an employer was found liable for defamation in supplying a negative reference. It was not. The Plaintiff sought $500,000 in damages. The employer was found not liable.

The former employer had completed a written questionnaire at the request of the potential new employer which, amongst other things, stated they were 'not that pleased' with the employee's work, he did not get along well in a team setting or with co-workers and they would not rehire him. The reference provided resulted in the employee not being offered the position.

The Court held the statements met the test for defamation, namely:

1. the words would lower the Plaintiff's reputation in the eyes of a reasonable person;
2. the words referred to the Plaintiff; and,
3. the words were communicated to at least one person other than the Plaintiff.

The former employer would be presumed liable unless able to establish either the defence of 1) justification, meaning it was substantially true, or 2) qualified privilege, meaning it was made without malice, in circumstances in which disclosure is in the interests of societal convenience and welfare.

The Court held that the former employer had adduced sufficient evidence to establish the statements were substantially true; in any event, it also held works published in the context of a reference check fall within the range of qualified privilege and, absent malice, constituted a defence to the defamation claim.

No malice was found. It was concluded the employer believed the responses to be true and made reasonable inquiries in order to respond.

The defamation claim was therefore dismissed.

This decision, the first of its kind in Canada, should offer comfort to employers in providing references that liability for defamation is unlikely unless the employer is acting maliciously in providing the reference.

*Papp v. Stokes, et al*, 2017 ONSC 2357 (OntSCJ) Miller J.

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# Uncertain Notice of Termination is Not Notice

On a Summary Judgment motion, the Ontario Superior Court of Justice awarded an Employee $7,500 in damages for mental distress together with damages of $17,076 in lieu of lost income for the Employer's failure to provide the Employee with a revised notice of termination.

The Employee, a 72 year old man, worked as a security guard for 12 years. The Employer provided the Employee with written notice on November 24, 2014 that his employment would end in January or

February, 2015 and that a firm date would be provided as soon as it was known. However, the Employee continued to work for the Employer until July, 2015 without a fixed end date until the day he was asked to leave.

The Employee was not provided with any statutory notice, severance pay or vacation pay pursuant to the *Employment Standards Act, 2000* (the "*ESA*") or common law notice as the Employer relied upon the November 24, 2014 written notice. The Employee was able to locate another position in April 2016 at the same salary.

Due to the Employee's mitigation, which occurred after the Action was commenced, the Action was within the Small Claims Court jurisdiction (up to $25,000). Notwithstanding that, the Court denied the Employer's request that the Action be transferred to Small Claims Court and stated that the damage claim in the Action, after mitigation, was "about $25,000" and therefore within the Simplified Procedure Rules jurisdiction ($100,000 or less, exclusive of costs).

The Court allowed the matter to proceed by way of a Summary Judgment motion concluding that it would be unfair to send the Action to Small Claims Court. Transferring the action would deprive the Plaintiff of costs beyond the Small Claims Court Tariff and it would be "disproportionate to the potential outcome and contrary to the interests of justice" to permit the Action to go to trial. The Judge also noted it would penalize the Employee for mitigating his damages and act as a deterrent for other terminated Employees.

In finding a Summary Judgment motion appropriate, the Court noted that there was only one credibility issue involved in the matter which did not affect the damages awarded.

The Judge ultimately found the written notice of termination to be unclear and ambiguous and that the Employee had no means of ascertaining when his employment would come to an end. Further, the Employer had exceeded the 13 week period stipulated in section 6(1), Regulation 288/01 to the *ESA* which allows an Employer who has provided notice of termination in accordance with the *ESA* to provide temporary work to an employee without providing further notice if the final termination date is not later than 13 weeks from the termination date specified in the original notice.

Interestingly, in addition to awarding damages for breach of contract (wrongful dismissal), the Judge also ordered damages for mental distress; stating that an "independent actionable wrong" was not required where awarding damages for an Employer's breach of the obligation of "good faith and fair dealing" as discussed in the Supreme Court of Canada decisions *Wallace v. United Grain Growers Limited* [1997] 3 S.C.R. 701 at para. 95 and *Keays v. Honda Canada Inc.* [2008] 2 S.C.R. 263 at paras. 55 and 59. As such, the Judge ordered "moral damages" for mental distress based on a finding that the Employer's actions were "unfair" due to it continually extending the Employee's employment without providing a fresh notice and keeping him "hanging in the wind" for seven months before abruptly letting him go.

This case is an example of the flexibility of "moral damages" being used in a case where the Court took a

very dim view of the Employer's conduct, notwithstanding that there was seemingly no medical or other evidence filed to suggest any undue emotional upset experienced by the Employee. In fact, arguably, the Employee benefited from the continued employment and once fully compensated by the Court with damages in lieu of notice (and presumably costs), would not appear to be worse off.

***Thambapillai v. Labrash Security Services Ltd., 2016 ONSC 6068 (SCJ)***

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# Major Labour and Employment Law Changes Coming to Ontario

***Summary***

The government of Ontario has tabled legislation to make major changes to labour and employment law in the province. The proposed changes include:

- Raising the general minimum wage to $15 an hour by January 1, 2019.
- Changing various features of union certification and first contract dispute resolution procedures, including:
  - extending card-based certification to the temporary help agency industry, the building services sector, and the home care and community services industry, where a union can show 55% support in the proposed bargaining unit;
  - allowing unions to access employee lists and obtain employee contact information where they can show 20% support in the proposed bargaining unit;
  - making access to remedial certification and first contract arbitration easier, giving the Ontario Labour Relations Board (OLRB) more powers to ensure votes are conducted fairly, and allowing telephone and electronic voting;
  - providing just cause protection from the date of certification to the date of the first collective agreement.
- Making other important changes to regulations governing unions, including:
  - providing successor rights for building services contracts;
  - empowering the OLRB to consolidate bargaining units;
  - strengthening protections for striking workers, including grievable just cause protection and a right to priority in re-hire even where a strike exceeds six months;
  - increasing penalties for violating the *Labour Relations Act*;
  - reviewing exemptions to the *Labour Relations Act* (no immediate changes are set out in legislation).

- Improvements to minimum employment standards, including:
  - three weeks' paid vacation for employees with five or more years of service;
  - changes to simplify public holiday pay calculations and to clarify how overtime is calculated when an employee has multiple jobs with the same employer;
  - equal pay for part-time, casual, temporary, and seasonal workers relative to full-time workers performing the same work, and for temporary help agency workers relative to permanent workers, subject to certain exceptions;
  - enhancements to Personal Emergency Leave (PEL) and other leave provisions;
  - new scheduling protections for workers;
  - several changes to exemptions to the *Employment Standards Act* and announcement of a review process for remaining exemptions.
- Measures to provide better enforcement of employment standards, including combatting the misclassification of employees as independent contractors.

**Background**

On June 1, 2017, the Government of Ontario tabled the *Fair Workplaces, Better Jobs Act, 2017*, which will substantially amend the *Labour Relations Act, 1995* ("*LRA*") and the *Employment Standards Act, 2000* ("*ESA*").

It is important to note that while the government plans to implement some of the recommendations of the Changing Workplaces Review special advisors, the legislation differs from the recommendations in many significant ways.

This document summarizes the proposed changes as tabled by the government. The final form of the legislation may be different from the legislation as initially tabled, depending on what amendments are made through the legislative process.

***Minimum wage to rise to $15 within 18 months***

The government's headline announcement is that it plans to raise the general minimum according to the following schedule:

| **Date Effective** | **October 1, 2016** | **October 1, 2017** | **January 1, 2018** | **January 1, 2019** | **Beyond January 1, 2019** |
|---|---|---|---|---|---|
| **Minimum Wage (General)** | $11.40 | $11.60 | $14.00 | $15.00 | Increase annually by the rate of inflation |

Lower minimum wages for liquor servers and students under 18 will be maintained, as will special rates for hunting and fishing guides and homeworkers, but these alternative rates will rise in proportion to the

general minimum wage.

Minimum wage will also rise for federally regulated workers in Ontario. Since 1996, the *Canada Labour Code* has set the minimum wage for such workers at the same level as the provincial rate in the province in which they work.

***New certification rules enhance union rights***

**Expansion of card-check certification to new sectors**

A particularly important area of change for trade unions relates to certification rules. Currently, card-based certification, where a union is certified without the need to hold a secret-ballot vote, is available only in the construction sector. The government now also proposes to provide card-based certification in the temporary help agency industry, the building services sector, and the home care and community services industry. The threshold for certification without a vote will be 55%, as in the construction industry. If a union in one of these industries shows between 40% and 55% support, the OLRB will order a vote. For sectors other than construction and those listed above, a secret-ballot vote will continue to be required in all cases.

**Access to information about employees in certification drives**

Another important new rule affecting certification drives involves access to information about employees. Under the proposed legislation, where a union can show it has the support of 20% of employees in a proposed bargaining unit deemed appropriate for collective bargaining, the OLRB will order the employer to provide it with a list of employees in the proposed bargaining unit, along with their phone numbers and e-mails where the employer has them available.

This provision will only apply to certification drives, not decertification drives.

Notably, this provision will not apply to the construction industry.

**Remedial certification, first contract arbitration, new voting rules, and just cause protection**

Currently, where the OLRB determines that an employer's interference with employee and union rights means a union cannot show 40% support in a proposed bargaining unit, or where the outcome of a vote does not reflect the true wishes of employees, it may order a vote (or a second vote, as the case may be), and may only certify a union without a vote ("remedial certification") if it deems no other remedy would be adequate. Now, under such circumstances, it must remedially certify a union instead of ordering a first or second vote. This fixes a longstanding criticism that a vote held after serious unfair labour practices have occurred cannot possibly reflect the true wishes of employees.

The new legislation improves access to first contract arbitration. It will add a mandatory intensive mediation stage, following which either party can request resolution by binding mediation-arbitration if

the initial mediation fails. There will be a presumptive right to first contract (mediation)-arbitration at the request of either party, subject to certain limitations. In other words, the OLRB will be able to refuse a union's (or employer's) request for first contract arbitration for a much more limited set of reasons than in the past. Where the parties cannot agree on a private mediator-arbitrator, the OLRB chair or a vice chair will serve as mediator-arbitrator. In addition, a new rule will require the OLRB to resolve a first contract arbitration request before dealing with any pending decertification application.

There are enhanced powers for the OLRB to ensure votes are conducted fairly. The legislation proposes explicitly allowing voting outside the workplace, and allows the OLRB to employ telephone and electronic voting. The addition of electronic and telephone voting is novel in Ontario, and presents both opportunities and risks for unions in its implementation.

The legislation also proposes adding just cause protection from the date of certification until the date of first contract ratification.

***Other important changes to regulation of unions***

Outside of changes to certification rules, the government is proposing a number of other changes to the *LRA* that unions should be aware of.

**Successor rights for building services contracts**

Successor rights will be extended to the retendering of building services contracts, including food, security, and cleaning services, but excluding maintenance services besides cleaning, and construction. This means that an employer will no longer be able to extinguish a union's bargaining rights where it engages in "contract flipping" by switching building services from one contractor to another.

The legislation will also allow the government to extend by regulation similar successor rights protection to other contracted services in the broader public sector. Affected unions should consider making submissions to the government to push it to make use of these regulations.

**New OLRB powers to combine bargaining units**

The legislation will empower the OLRB to consolidate bargaining units with a single employer, and to combine newly certified bargaining units with existing ones. This change is designed to address the fragmentation of bargaining units that often arises over time as different groups of workers are certified.

Both unions and employers will be able to make an application to consolidate bargaining units. Notably, while the legislation envisions unions and employers attempting to reach negotiated solutions where possible, it does provide the OLRB with the power to impose consolidation without a union's consent.

This provision will not apply in the construction industry.

**Protection for workers during strikes and lockouts**

Two important changes relate to strikes and lockouts. First, just cause protection will be extended from the date a union is in a strike and lockout position until the date a new collective agreement is in place, enforceable by the grievance procedure. This means that employees will have legal recourse if they are fired on the eve of a potential strike, or during a strike, and will help prevent an employer from abusing its authority during the period when it does not generally have to follow the collective agreement.

Second, at present, an employer has no obligation to reinstate striking workers after they have been on strike for six months. This six month cap will be removed under the proposed legislation, increasing the incentive for employers to settle prolonged strikes and lockouts, as they must prioritize the re-hiring of permanent workers at the expense of replacement workers.

**Increased fines for violating the *Labour Relations Act***

Maximum for violating the *LRA* will increase from $2,000 to $5,000 for individuals, and $25,000 to $100,000 for unions and corporate employers.

**Review of exemptions to the *Labour Relations Act***

There are no changes to exemptions in the *LRA* in the proposed legislation. However, the government has stated it will consult with stakeholders about possible changes to these exemptions, some of which were recommended by the Changing Workplaces Review. Unions should consider making submissions to the government regarding amendments to *LRA* exemptions.

***Higher minimum employment standards apply to unionized as well as non-union workers***

In addition to the significant minimum wage hike, the government plans several other enhancements to minimum employment standards. Unions should not ignore these changes, because in Ontario most employment standards apply equally to unionized and non-unionized workers. This means that where a term in a collective agreement falls below minimum employment standards, the minimum standard will apply in most cases.

**Increased minimum vacation, simplified public holiday pay, a new overtime rule, and early termination pay for temporary help assignments**

A highlight of the new changes is an increase to minimum paid vacation from two to three weeks for employees with five years of service or more, which brings Ontario into line with several other provinces and territories.

Public holiday pay calculations, which are currently very complex, will be simplified, such that employees will receive their average regular daily wage in the pay period preceding the public holiday. The number of public holidays remains unchanged.

A new rule regarding overtime will apply to workers with more than one position with a given employer, and says they must be paid at the overtime rate for the position they are working during the overtime period.

Another change specifies that where an employee has a temporary help agency assignment initially estimated to last three or more months but the assignment is terminated early, the employee is entitled to one week of pay in lieu of notice.

The proposed changes to vacation pay, public holiday pay, overtime pay, and early termination pay for temporary help assignments are scheduled to take effect January 1, 2018.

**Enhanced Personal Emergency Leave (PEL), extended Family Medical Leave, new Death of a Child Leave and Crime-Related Disappearance Leave**

Significant changes are coming to the Personal Emergency Leave (PEL) provision of the *ESA*, as set out in the following table:

**Summary of PEL Changes**

| | Who gets it? | How many days per year? | When can you use it? |
|---|---|---|---|
| **Existing PEL** | Employees in workplaces with 50 or more workers. | 10 days total – all unpaid. | Personal illness or that of family membe bereavement, other urgent personal or family matter. |
| **Proposed New PEL** | Employees in all workplaces regardless of size. | 10 days total – first two paid, remaining eight unpaid. | All of the above, plus in cases of domesti and sexual violence. |

The interaction of PEL with other kinds of leaves contained in collective agreements can be complex, and is often misunderstood by employers. Depending on the contract language, leaves set out in a collective agreement may or may not overlap with PEL. Unions and Employers that are uncertain about how the proposed PEL changes interact with their collective agreements should seek legal advice to ensure their members/employees receive their full entitlements.

The proposed legislation increases unpaid Family Medical Leave – which applies where an employee's family member is seriously ill with a significant risk of death occurring within 26 weeks – from eight to 27 weeks in a 52-week period. This aligns the Family Medical Leave provision in the *ESA* with the 26-week entitlement under the federal government's Employment Insurance Compassionate Care Benefits

program, which provides an employee with partial income replacement where they take unpaid leave under the same circumstances that make them eligible for Family Medical Leave.

The new Child Death Leave and Crime-Related Disappearance Leave are proposed to be separate, 104-week unpaid leaves that apply for death of a child from any cause, and for crime-related disappearance of a child, respectively. They replace the existing Crime-Related Child Death or Disappearance Leave.

The proposed changes to PEL, Family Medical Leave, and Leave for Death of a Child and for Crime-Related Disappearance are scheduled to take effect January 1, 2018.

**Equal pay for part-time, casual, temporary, seasonal, and temporary help workers**

A major new proposed legislative provision will require equal pay for part-time, casual, temporary, and seasonal workers, as compared with full-time workers doing the same work, unless the differences are based on a seniority system, a merit system, systems that determine pay by quantity or quality of production, or any other factor other than sex or employment status. Employees will have a right to ask for an explanation of pay differentials. Where there is a violation, an employment standards officer can order that payments be made to employees. Similar to provisions in pay equity legislation, an employer is prohibited from lowering an employee's wage to comply with this section. In other words, full-timers cannot have their compensation levelled down – non-full-timers have to have their compensation increased if there is a violation.

This section is scheduled to come into force on April 1, 2018, and will ultimately apply to collective agreements. However, there is a transition provision stating that for any collective agreement in force on April 1, 2018, the contract language will prevail over the legislation. Any agreement that is signed after April 1, 2018 must comply with the new equal pay provision, and the *ESA* will prohibit trade unions from attempting to bargain non-compliant language.

In a similar vein, another provision would require employees of temporary help industries to be paid equally to permanent employees of the client doing the same work, except where pay differences are due to any factor other than sex, employment status, or assignment employee status.

These provisions are scheduled to take effect April 1, 2018.

**New scheduling rules**

The legislation contains a set of new rights for employees with respect to scheduling. Unlike most other minimum employment standards, the legislation provides that most of these standards do not apply where a collective agreement provides otherwise. The exception is the modified "three hour rule" described below.

Scheduling changes include: allowing employees to request scheduling changes after three months of employment; a minimum three hours' pay for workers sent home after fewer than three hours, where

they normally work at least three hours (the "three hour rule"); a right to refuse shifts where the employer gives fewer than 96 hours' notice; three hours' pay at the regular wage rate where a shift is cancelled with fewer than 48 hours' notice; and three hours' pay for each 24 hour period an employee is on call but not called into work.

These provisions are scheduled to take effect January 1, 2019.

**Review of exemptions from the *Employment Standards Act***

At present, many employees are exempt in full or in part from provisions of the *ESA*. The proposed legislation makes only limited changes to exemptions: including all Crown employees under its scope; making the *ESA* fully apply to people receiving training, except those in a school-sponsored training program; ensuring students receive a minimum of three hours' pay when they are called in for shifts but work less than three hours where they normally work three hours or more; and ensuring the *ESA* applies to employees working in a simulated job environment for their rehabilitation.

More significantly, the Ministry of Labour will review all exemptions and special rules beginning in fall 2017. Unions and Employers should pay close attention to this process, and consider making submissions.

***More tools and resources for employment standards enforcement***

According to the Ministry of Labour and the Changing Workplaces Review special advisors, it is well documented that many Ontario employers routinely violate employment standards, particularly in non-unionized workplaces. A number of proposed changes will help to tackle this problem, including:

- hiring more employment standards officers, and conducting more proactive inspections;
- strengthened joint liability provisions for employment standards matters to ensure employers are held accountable for violations (there are no changes to the related employer provisions under the *LRA*);
- measures to combat misclassification of employees as independent contractors, including a reverse onus on employers to prove employees are not misclassified;
- increased penalties for non-compliance with the *ESA*;
- individual employees will no longer be required to contact their employer prior to filing a complaint with the Ministry of Labour (no effect on unionized workplaces);
- allowing an employment standards officer to order payment directly to employees, rather than in trust to the Director of Employment Standards;
- making interest payable on unpaid wages, and fees unlawfully charged to employees, and offering greater powers to the government to recover unpaid wages.

In unionized workplaces, the duty to enforce employment standards will continue to fall to unions, meaning it is essential that unions have a strong grasp of minimum standards as well as collective agreement provisions.

***Timeline and details to be finalized over coming months***

The legislation tabled June 1, 2017 will proceed to committee hearings over the summer, and will likely be passed in its final form in the fall of 2017. Different changes will come into effect at different times, with the government stating the changes to the *LRA* will take effect six months after the legislation receives Royal Assent (the final stage before it becomes law). This will likely occur sometime in early 2018.

It is important to note that substantial changes can be made to legislation at the committee stage. Unions and Employers should consider making submissions to the committee.

As the current government has a majority in the legislature and an election is not scheduled until June 7, 2018, it is anticipated that the legislation will pass on final reading. However, depending on how many changes occur in the legislative process, the final legislation may differ significantly from the proposed legislation that has been tabled and summarized above.

***Koskie Minsky ready to advise on particular client needs***

Koskie Minsky appreciates that there will be some uncertainty over the coming months and years as the proposed changes to the *Labour Relations Act* and *Employment Standards Act* are implemented. We encourage all of our clients to seek our advice to clarify how the proposed changes will impact their particular situation.



This edition of Employment Law News was produced and edited by the Employment Law Group

Philip E. Graham, Associate
Arleen Huggins*, Partner
Nancy Shapiro, Partner
Ernie Schirru, Partner