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EDUCATION LABOUR & EMPLOYMENT LAW IN ONTARIO, 2nd EDITION Christopher Perri, Balraj Dosanjh & Lauren Sheffield Release No. 1, June 2026

Education Labour and Employment Law in Ontario, Second Edition delivers comprehensive coverage of the latest developments in the law, policies and practices governing teacher employment and jobs. From the collective bargaining rights of teachers in public education, to special issues concerning Roman Catholic separate school boards, this substantive resource gives you a clear perspective on the complex issues that matter most to educators. Drawing on statute and case law, it provides you with information on teacher qualifications, the working year and day for teachers, job security issues, discipline and discharge, salaries, benefits and pensions, class size, occasional teachers, public school administrators, and the Ontario College of Teachers, as well as information on teaching in the public sector, separate schools, community colleges, private schools and universities.

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What's New in this Update:

This release updates Chapter 4, Hours of Work: The Working Year and Working Day for Teachers, Chapter 5, Salaries and Monetary Benefits: Recurrent Issues in Arbitration, Chapter 7, Other Terms and Conditions of Employment, Chapter 8, Workplace Human Rights and Privacy Issues, and Chapter 9, Discipline and Discharge.

Highlights:

- **Chapter 4—Hours of Work: The Working Year and Working Day for Teachers—III. Length of Working Day for Teachers—§ 4:9. Instructional Programs and Instructional Days**—In recent years, with advancements in technology making remote work more common, arbitrators have had to interpret the meaning of an “instructional day” and whether it extends to periods of time when students are not at school or otherwise receiving instruction. In *Hamilton-Wentworth District School Board v. Elementary Teachers’ Federation of Ontario*, 2021 CarswellOnt 3548 (Stewart), the arbitrator was tasked with determining whether a school board had assigned teachers preparation time within the instructional day, as required by the collective agreement. On the facts of that case, teachers in the remote learning program were provided preparation time during a period of the day when their students were on break or otherwise not receiving instruction from another teacher. The arbitrator held “whatever transpires, instructional time requires the presence of a teacher and where there is no teacher present to provide instruction, there can, in my view, be no instructional time.” That conclusion has subsequently been adopted by other arbitrators (see *Ontario English Catholic Teachers’ Association v. Halton Catholic District School Board*, 2026 CanLII 24160 (Beatty), at para. 33).
- **Chapter 4—Hours of Work: The Working Year and Working Day for Teachers—IV. Statutory Regulation of Instructional Time—§ 4:17. General**—Where collective agreement provisions pertaining to teaching time or scheduling exists, arbitrators will enforce them. Any dispute regarding the interpretation of such provisions will be resolved in accordance with well-established principles of contractual interpretation. The words chosen by the parties are of primary importance, and those words are to be given their plain and ordinary meaning, unless it is clear from the structure of the provision read in context that a different meaning was intended or that the ordinary meaning would be illegal or absurd. All words must be given meaning. Different words are to be given different meaning. The words must be read in

context, both in terms of the provision and document as a whole, and in terms of any surrounding circumstances known to the parties at the time the words were agreed to (see *Ontario English Catholic Teachers' Association v. Halton Catholic District School Board*, 2026 CanLII 24160 (Beatty), at para. 33).

- **Chapter 5—Salaries and Monetary Benefits: Recurrent Issues in Arbitration—III. Sick Leave—§ 5:18—Sick Leave and Short-Term Disability Days**—In *Toronto District School Board v. CUPE Local 4400*, 2025 CanLII 121551, the union filed a policy grievance over the Board's delay with administering the sick leave refresh. The employees were having to wait several months to receive and be advised of their sick leave refresh once they met the 11 consecutive days requirement of return to work. Arbitrator Gedalof found that in the absence of a stipulated timeline for carrying out an obligation under a collective agreement, managerial discretion must be exercised reasonably, having regard to the context. In this case, the months-long delay was not reasonable and breached the collective agreement.
- **Chapter 8—Workplace Human Rights and Privacy Issues—IV. Grounds of Discrimination and Harassment—§ 8:7. Human Rights, Discrimination and Accommodation**—Occasionally, there is a question as to the Arbitrator's jurisdiction to order a remedy in cases involving injuries caused by the workplace. For example, in *London District Catholic School Board v. Ontario English Catholic Teachers' Association*, 2021 CanLII 64, Arbitrator Schmidt concluded she had no jurisdiction to award damages for the adverse health consequences arising from workplace harassment, as that issue was within the jurisdiction of the *Workplace Safety and Insurance Act* (the "WSIA") (The arbitrator found the union did not also claim a "breach of the contractual guarantee of the freedom from racial harassment" as to warrant remedy for the effects on the dignity interest). In contrast, in *Toronto District School Board v. ETFO*, 2026 CanLII 1589, Arbitrator Randazzo concluded he had jurisdiction of the grievance even though the grievor received benefits under WSIA as the grievance substantively concerned a violation of the *Human Rights Code* and the *Occupational Health and Safety Act* and were not compensable under the WSIA.
- **Chapter 9—Discipline and Discharge—V. Special Issues: Disciplinary Penalties—§ 9:18.50. Leave Pending Investigation**—Arbitrators have held that school boards possess discretionary authority to reassign staff to paid leave pending investigation, which may be administrative and not disciplinary depending on the circumstances. However, non-disciplinary discretionary leaves pending investigation are still subject to arbitral review as a school board's exercise of

discretion must be fair, reasonable, not arbitrary, and made in good faith. In *Hamilton-Wentworth District School Board v. Ontario Principals' Council*, 2025 CanLII 108248, a principal was assigned to home duties pending investigation into allegations of anti-black racism. The school board argued that the leave was necessary given the special status boards have in the community and the importance of protecting its reputational interests. The arbitrator adopted the following test: *First*, the employer must demonstrate that the employee's continued presence in the workplace poses a reasonably serious and immediate risk to its operational and reputational interests. *Second*, the employer must demonstrate that the risk is beyond the mere existence of criminal charges (if applicable). *Third*, the employer must show that it conducted a *bona fide* investigation into the allegations. *Fourth*, it must consider less intrusive measures before imposing the employee's removal from the workplace. *Fifth*, the employer has an ongoing obligation to reassess its decision as the situation evolves (para. 162).