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EDUCATION LABOUR & EMPLOYMENT LAW IN ONTARIO, 2nd EDITION

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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 includes updates to Chapter 4, Hours of Work: The Working Year and Working Day for Teachers and Chapter 8, Workplace Human Rights and Privacy Issues. It also includes updates to Appendix F, School Boards Collective Bargaining Act, 2014, and a new Appendix ND9, which updates case digests from September 2025 to August 2026.

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—**How the instructional program is divided over the course of the school day is also not addressed in the legislation and is subject to collective bargaining. In *Ontario English Catholic Teachers' Association v. Halton Catholic District School Board*, 2026 CarswellOnt 4189, 2026 CanLII 24160, 2026 C.L.A.S. 209 (Ont. Arb.), a Letter of Agreement ("LOA") under the collective agreement between the parties specified that the regular school year would consist of two (2) semesters and that each day of a semester would be made up of four (4) seventy-five (75) consecutive minute instructional periods. When the school board attempted to deviate from this agreement and introduce a five-period daily schedule the union grieved. The arbitrator held that it was open to the parties to negotiate the schedule format of their choice, be it four-periods, five-periods, staggered periods or otherwise. However, whatever was agreed upon between the parties in bargaining was what must apply. In this case, the language of the LOA was clear that a four-period schedule across the school board, subject to certain specific exceptions, was what the parties had agreed to and must be implemented.
- **Chapter 8—Workplace Human Rights and Privacy Issues—IV. Grounds of Discrimination and Harassment—§ 8:7—Human Rights, Discrimination and Accommodation—**While unionized employees may pursue a human rights claim through the grievance or Tribunal process, they cannot do both. In cases where a worker files an application at the Human Rights Tribunal about facts and circumstances that are the subject of an ongoing union grievance, the Tribunal will generally defer the application pending the disposition of the grievance, at which time the viability of any remaining issues in the application will be assessed. If the application is about facts and circumstances that have already been resolved pursuant to an agreement between the union, school board and worker under a collec-

tive agreement, the Tribunal will typically dismiss the application as an abuse of process (see *Riad v. York Region District School Board*, 2026 CarswellOnt 3808, 2026 HRTO 403 (Ont. H.R.T.)). This is certainly the case where the language of an agreed upon resolution specifies that the resolution represents the settlement of any existing, planned or possible claims a worker might have against the board, including under the Ontario Human Rights Code.

- **Chapter 8—Workplace Human Rights and Privacy Issues—IV. Grounds of Discrimination and Harassment—§ 8:11—Race, Colour, Ethnicity and Place of Origin—Burden of Proof Challenges—**A teacher who came before the Ontario Human Rights Tribunal alleging discrimination based on schedule changes, a decrease in occasional teaching assignments and a lack of support from school administration was dismissed by the Tribunal (see *Alvaro v. District School Board Ontario North East*, 2015 HRTO 668, 2015 CarswellOnt 21898 (Ont. Human Rights Trib.)). The adjudicator held that while the applicant may have been treated unfairly at times, her treatment was not connected to any enumerated ground under the Human Rights Code and that it was not proven that as a whole, she was treated any differently than the other teachers at her school.
- **Appendix ND—New Developments—Appendix ND9—Currency: September 2025 — August 2026—**When union, bargaining agent for academic employees of 24 applied arts and technology colleges in province, and intervenor, bargaining agent for employers (council), reached impasse in negotiating new collective agreement after five months, union members embarked on strike that resulted in cancellation of all instruction — After three weeks, Labour Relations Board scheduled vote to consider council's final offer, which was rejected by 86 percent of union members — After further two weeks, strike was threatening to undermine academic term, college degrees, and professional accreditations — Government passed Colleges of Applied Arts and Technology Labour Dispute Resolution Act, 2017 requiring union members to return to work immediately and referring matter to binding arbitration — Union applied for declaration that Act constituted unjustifiable infringement of members' rights under s. 2(d) of Canadian Charter of Rights and Freedoms (Charter) — Application was dismissed — Union appealed — Appeal dismissed — Government demonstrably justified ending strike under s. 1 of Charter — Government had pressing and substantial objective in ending strike — Government intervened in strike to minimize risk to academic term, salvage school year for students' employment and professional accreditation requirements, and address substantial financial

and personal implications for college students — There was proportionality between Act's objective and means chosen to achieve it — Enactment of back-to-work legislation ending strike and referring all issues to binding arbitration was rationally connected to government's objectives of resuming college instruction and salvaging academic year — Implementation of impartial and effective dispute resolution process in lieu of strike and direct negotiations satisfied minimally impairing requirement of s. 1 — Judge did not err in not applying earlier Charter case as interpretation of s. 1 evolved with time and experience; there was no uniquely strong labour law test — Judge did not err in accepting government's evidence of harm — Evidence before judge reasonably substantiated government's concern and harm it sought to prevent by ending strike — Judge did not err in giving minimal consideration to Act's deleterious effects on members — Bargaining pattern in college sector gave no support to proposition that possible interest arbitration imposed chilling or narcotic effect on parties' bargaining relationship — Judge did not err in finding that interest arbitration was adequate substitute for union's right to strike. See *Ontario Public Service Employees Union v. Ontario (Attorney General)*, 2026 ONCA 74, 2026 CarswellOnt 1507 (Ont. C.A.), February 6, 2026.