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CANADIAN LABOUR LAW George W. Adams Release No. 2, June 2026

Available online in *LabourSource* and in print, **Canadian Labour Law, Second Edition** offers a complete and current analysis of collective bargaining laws as they apply to non-government employees across Canada. Labour relations statutes, labour board decisions and judicial cases for all jurisdictions are analyzed, covering a broad range of topics you normally wouldn't find in one resource.

What's New in this Update:

This release updates the case law and commentary in Chapter 1 (Historical Introduction), Chapter 2 (Legislative Overview), Chapter 3 (Constitutional Considerations in Collective Bargaining), Chapter 4 (Judicial Review of Labour Relations Tribunals), Chapter 5 (The Labour Relations Board), Chapter 7 (Acquisition of Bargaining Rights), Chapter 8 (Continuation of Bargaining Rights), Chapter 9 (Termination of Bargaining Rights), Chapter 10 (Unfair Labour Practice Proceedings), Chapter 11 (Regulation of Industrial Conflict), Chapter 12 (The Collective Agreement), Chapter 13 (The Duty of Fair Representation), Chapter 14 (Regulation of Trade Union Affairs) and Chapter 15 (The Construction Industry and Craft Unionism).

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Highlights

Recent court decisions, including:

- *Association de policières et policiers provinciaux du Québec c. Procureur général du Québec*, 2025 CarswellQue 8894, 2025 QCCS 2707 (Que. S.C.), on whether the mandatory interest arbitration provision contained in the Act respecting the trade union system applicable to the Sureté du Québec and the specialized corps, RLRQ, R-14, ss.13, 18 and 19, where arbitration awards were binding on police officers but only recommended for the government employer, was contrary to s. 2(d) of the Canadian Charter and s. 3 of the Quebec Charter: § 3:25.
- *Beaupré c. Procureur général du Québec*, 2025 CarswellQue 12082, 2025 QCCA 1405 (Que.C.A.) affirming 2023 CarswellQue 18979, 2023 QSSC 4431 (Que. S.C.), on whether s. 119.11 of the *Act respecting labour relations, vocational training and workforce management in the construction industry*, R.S.Q., c. R-20 imposing a mandatory five year suspension from representing a trade union, where an individual had been found guilty of referring workers to work opportunities contrary to the publicly regulated manpower placement system applicable to Quebec’s construction industry, was contrary to ss. 2(d) and 12 of the Charter: § 3:25, § 3:26, § 13:10.
- *Procureur général du Québec c. Centrale des syndicats démocratiques (CSD)*, 2025 CarswellQue 1436, 2025 QCCA 216 (Que.C.A.), reversing 2022 CarswellQue 6320, 2022 QCCS 1468 (Que. S.C.), refusing leave to appeal 2025 CarswellQue 9016 (S.C.C.), on whether the Charter right of employees to collective bargaining could be extended to vulnerable self-employed foster care providers who collectively bargained with the Minister of Health and Social pursuant to the *Act respecting the representation of family-type resources and certain intermediate resources and of the regime of negotiation of a collective agreement concerning them*, R.S.Q., c. R-24.02 which the foster care workers claimed did not provide for either meaningful strike action or interest arbitration and contained restrictions on what could be negotiated, thereby substantially interfering with effective collective bargaining: § 3:25, § 3:26.
- *Saskatchewan Telecommunications v. Unifor, Local 1S*, 2025 CarswellSask 180, 2025 SKKB 61 (Sask.K.B.), on whether an arbitrator’s conclusions were reasonable that the term “classification” as used in a collective agreement was not ambiguous with the result that decades of unilateral employer practice of limiting the application of seniority-based bumping to a smaller subset of like-positions could not be used to narrow the meaning of that term and that the union had brought the employer’s post practice to an end by giving reasonable notice that from the effective date of the new collective agreement the union intended to rely on the strict language of this collective agreement provision: § 4:23.
- *SGEU v. Lapchuk*, 2025 CarswellSask 139, 2025 SKKB 53 (Sask. K.B.), on whether the labour board’s damages determination, in respect of a union’s gross negligence in unsuccessfully challenging a complainant’s discharge before a grievance arbitrator, ignored the causal issues of whether the complainant had lost a chance to succeed at the arbitration and, if so, the monetary value of that lost chance as damages; § 13:6, § 13:7, § 13:8, § 13:19.

- *Tomlinson Limited v. Labourers' International Union of North America, Local 527*, 2025 CarswellOnt 20671, 2025 ONCA 861 (Ont. C.A.), on whether litigation brought by parties and non-parties to a collective bargaining relationship in relation to the propriety of picket line conduct engaged in during a lawful strike was properly struck in its entirety because the claims fell within the exclusive jurisdiction of a labour arbitrator constituted under the renewed collective agreement: § 3:17, § 12:19.

Recent labour board decisions, including:

- *Adams v. General Teamsters Local Union No. 362*, 2025 CarswellAlta 1556, 2025 ALRB 75 (Alta. L.R.B.), on whether there was compliance with s. 24.1 of the Code which requires providing trade union members with a financial statement of a trade union's affairs for the preceding fiscal year and s. 26.1 of the Code which requires disclosure of sufficient information to permit a member to make an election with respect to authorizing a union to expend union dues on non-care activities: § 3:27, § 14:4, § 14:7.
- *Alliance of Motion Picture and Television Producers*, 2025 CarswellBC 3553, 2025 BCLRB 224 (B.C. L.R.B.), on whether a reconsideration panel conducted the required *Charter* values balancing analysis in respect of the board's "safe harbour" order, issued in 2010, which the applicant had contended was now inconsistent with the *Charter*'s protection of strike activity: § 3:19, § 3:20, § 3:22, § 3:25, § 4:11, § 7:9, § 7:14, § 7:19, § 7:22, § 11:31.
- *Amazon Canada Fulfillment Services, ULC*, 2025 CarswellBC 2090, 2025 BCLRB 131 (B.C.L.R.B.), reconsideration/rehearing refused 2025 CarswellBC 2348, 2025 BCLRB 155, (B.C.L.R.B.) and 2025 CarswellBC 2424, 2025 BCLRB, 157 (B.C.L.R.B.), on whether an employer's communications with employees were protected by s. 8 of the *Code* or they and other related actions breached sections 6(1), 6(3)(a),(b) and (c) and 9 and merited the issuance of a remedial certification where the employer flooded the workforce with new and unnecessary hires during an organizing drive, caused an unusually large influx of managers from outside British Columbia to conduct one-on-one conversations about unionization with a vulnerable workforce, bombarded these employees with anti-union messaging throughout the workplace and relaxed productivity measurements that otherwise applied: § 5:13, § 7:53, § 7:64, § 10:3, § 10:4, § 10:11, § 10:42, § 10:49.
- *In the Matter of Section 184 of the Labour Relations Code, and the 2025-2027 Consolidation Order for the General Construction Sector*, 2025 CarswellAlta 1780, 2025 ALRB 94 (Alta.L.R.B.), on whether the inclusions of the Boilermakers union and the Operating Engineers union in their respective trade union groupings for the purposes of the ensuing round of bargaining in the construction industry pursuant to the labour board's consolidation powers under s. 184 of the Code were consistent with the purposes of s. 184 and the requirement for the board to exercise its discretion under s. 184 in a manner consistent with *Charter* values: § 15:1, § 15:6, § 15:8, § 15:14, § 15:15.
- *Provincial Health Services Authority*, 2025 CarswellBC 2701, 2025 BCLRB 177 (B.C.L.R.B.), on whether an application to restrict common site picketing, pursuant to s. 65 of the *Code* with respect to two cor-

rectional facilities where the applicant provided medical care, 1) was in relation to common sites and not a single undertaking given the functional integration between the respective employers, 2) proposed the minimum restrictions necessary and 3) would result in prohibitions against picketing unless the board directed the issuance of picketing passes to the applicant's employees as a practical means of regulating the effects of the picketing: § 11:18.

- *Quintex Services Ltd. and IUOE, Local 987, Re*, 2025 CarswellMan 206 (Man.L.B.), on whether an anonymous communication to employees by an employee who supported the union constituted, in the circumstances, electioneering by a person on behalf of the union on the day of the vote in violation of s. 48.1 of the *Labour Relations Act* and, in any event, whether an admitted communication with several employees on the day of the vote by a union representative, contrary to s. 48.1, interfered with the representation vote as a reliable expression of employee wishes, requiring the setting aside of the vote: § 7:53.

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