Publisher's Note

An Update has Arrived in Your Library for:

Please circulate this notice to anyone in your office who may be interested in this publication. *Distribution List*
☐
☐
☐
☐

CANADIAN LABOUR LAW

George W. Adams

Release No. 3, August 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 3 (Constitutional Considerations in Collective Bargaining), Chapter 4 (Judicial Review of Labour Relations Tribunals), Chapter 6 (Status Under Collective Bargaining Legislation), 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 14 (Regulation of Trade Union Affairs) and Chapter 15 (The Construction Industry and Craft Unionism).

Thomson Reuters®

Customer Support
1-416-609-3800 (Toronto & International)
1-800-387-5164 (Toll Free Canada & U.S.)
E-mail CustomerSupport.LegalTaxCanada@TR.com

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

Highlights

Recent court decisions, including:

- *Canadian Union of Postal Workers v. Canada (Attorney General)*, 2026 CarswellOnt 1589, 2026 ONCA 75 (Ont. C.A.), on whether the dismissal of a *Charter* Challenge to the *Postal Services Resumption and Continuation Act*, S.C. 2018, c. 25, which ended 5 weeks of rotating strikes, should be upheld on the grounds that the application was moot or, alternatively, the alleged infringement was justified under s. 1 of the *Charter*: s. 3:25, s. 3:28.
- *Halifax Regional Centre for Education v. Nova Scotia Union of Public and Private Employees*, 2025 CarswellNS 467, 2025 NSSC 168 (N.S. S.C.), on whether the Nova Scotia Labour Board reasonably justified a departure from its longstanding policy of requiring strong reasons to allow the fragmentation of an existing bargaining unit by way of a craft carve-out application for certification: s. 7:17, s. 7:19.
- *Okanagan College v. Okanagan College Faculty Association*, 2025 CarswellBC 1087, 2025 BCCA 117 (B.C. C.A.), on whether the British Columbia Court of Appeal had jurisdiction under s. 100 of the *Labour Relations Code* to entertain an employer's appeal from an arbitrator's decision holding that a long term disability plan was not a *bone fide*plan under s. 13 (3(b) of the *Human Rights Code*: s. 3:18, s. 4:2, s. 4:16, s. 4:21.
- *OPSEU v. Ontario (Attorney General)*, 2026 CarswellOnt 1509, 2026 ONCA 74 (Ont. C.A.), on whether the dismissal of a *Charter* challenge to the *Colleges of Applied Arts and Technology Labour Dispute Resolution Act*, 2017 S.O. 2017, c. 21, which ended a 5-week strike by academic staff at 24 colleges across Ontario, should be upheld on the basis that in the circumstances the statute did not amount to a substantial interference with collective bargaining or, assuming the *Charter* was infringed, the breach was justified under s. 1: s. 3:22.
- *United Nurses of Alberta v. Alberta Health Services*, 2025 CarswellAlta 1161, 2025 ABCA 183 (Alta.C.A.), on whether the Alberta Labour Relations Board was correct in holding an arbitration award to be unreasonable that had dismissed a union grievance against the employer's use of agency nurses at a continuing care facility on the basis it constituted good faith contracting-out as permitted by the collective agreement: s. 4:2, s. 4:16, s. 4:23, s. 6:6, s. 8:4, s. 10:6, s. 12:17.

Recent labour board decisions, including:

- *Air Canada and CUPE, Re*, 2025 CarswellNat 4894, 2025 CIRB 1197 (C.I.R.B.), on whether the Canada board had the jurisdiction to question a ministerial direction issued under s. 107 of the *Canada Labour Code* requiring the board to end otherwise lawful strike and lockout actions and, alternatively, to stay the ministerial direction pending the union's injunction application to be brought in the Federal Court: s. 3:20, s. 4:15, s. 4:25.
- *Air Canada and CUPE, Re*, 2025 CarswellNat 6093, 2025 CIRB 1207 (C.I.R.B.), on whether the Canada board should declare that the respon-

dent union had authorized an unlawful strike and, if so, whether the board should file the related order in the Federal Court under the circumstances where the parties had commenced lawful strike and lockout actions on August 16, 2025 and directed by the board on August 17, 2025 to cease and desist from such conduct pursuant to a ministerial direction to the board issued pursuant to s. 107 of the *Canada Labour Code*: s. 10:53, s. 11:2, s. 11:3, s. 11:8, s. 11:23.

- *British Columbia Maritime Employers Assn. and Canadian Labour Congress, Re*, 2025 CarswellOnt 4889 (C.I.R.B.), on whether the Canada board had jurisdiction to question a ministerial direction issued pursuant to s. 107 of the *Canada Labour Code* requiring the board to end an otherwise lawful strike, extend the previous collective agreement and impose binding interest arbitration: s. 3:20.
- *Canada Post Corp. and CUPW, Re*, 2025 CarswellNat 4891, 2025 CIRB 1195 (C.I.R.B.), on whether the Canada board had jurisdiction to question a ministerial direction issued to it under s. 107 of the Code and to consider the *Charter* implications of alleged ambiguities in the text of that provision: s. 3:20.
- *CSU 52 and CUPE, Local 30 v. Edmonton (City) and Fort Edmonton Management Company*, 2025 CarswellAlta 354, 2025 ALRB 22 (Alta. L.R.B.), on whether a non-profit corporation, created by the City of Edmonton to operate a seasonal museum and park more entrepreneurially than the city had and having operated the facilities for almost a decade, was properly subject to true employer, common employers and successor employer declaration applications brought by the city's trade unions: s. 6:6, s. 8:4, s. 8:6.
- *Homewood Health Inc. (Homewood Ravensview)*, 2024 CarswellBC 1850, 2024 BCLRB 87 (B.C. L.R.B.), on whether written statements issued by an employer to its workforce in response to an application for certification constituted a breach of sections 6(1), 6 (3)(d) and 9 of the *Labour Relations Code* or were protected speech by s. 8: s. 10:9.

ProView Developments

Your ProView edition of this product now has a new, modified layout:

- The opening page is now the title page of the book as you would see in the print work
- As with the print product, the front matter is in a different order than previously displayed
- The Table of Cases, Table of Statutes and Index are now in PDF with no searching and linking
- The Table of Contents now has internal links to every chapter and section of the book within ProView
- Images are generally greyscale and size is now adjustable
- Footnote text only appears in ProView-generated PDFs of entire sections and pages