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 ARBITRATION, FIFTH EDITION

Donald J.M. Brown and David M. Beatty

Release No. 2, March 2026

What's New in this Update

This release includes new cases and commentary in Chapter 5 (Organization and Direction of the Workplace), Chapter 6 (Seniority), Chapter 7 (Discipline), Chapter 8 Compensation) and Chapter 9 (Union Rights and Liabilities).

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

Highlights

- In *Royal Ottawa Health Care Group* (2025), 374 L.A.C. (4th) 302 (Albertyn), Employer was a research and teaching hospital focused on mental health care, and it also had a long-term care facility. The Union grieved the exclusion of an occupational health nurse (OHN) from its bargaining unit. Considering the totality of their work and the role of OHNs, it was decided that they were part of managerial administration of employee absences and they considered professional assessments of whether medical information provided on behalf of employees on sickness absence was reliable and sufficient, and they did so on behalf of management, and in management's interests. The OHNs' position and role was such that, on strength of their professional medical expertise, they were advisors to management on how management should deal with sickness absence. The OHNs had considerable influence on managerial decisions and also advised management on how best to accommodate individuals with medical limitations and restrictions who were returning from sickness absence. Both aspects of managerial exclusion under s. 1(3)(b) of the *Labour Relations Act, 1995* applied. Grievance was denied.
- In *WWL Vehicle Services Canada Ltd.* (2025), 375 L.A.C. (4th) 358 (Matacheskie) employees were transferred from one location to another after their location closed. There was a dispute as to whether there was a declassification when there was reduction in the number of employees working out of Richmond when there was sufficient work for the employer to reassign to them to work at the new location in the same classification. The Union asserted employees posted into specific classification at Richmond had right to bump when it closed as their position was declassified. The Employer claimed location was irrelevant and that it reassigned employees to a different location in the same classification and bumping rights triggered by a reduction in classifications did not apply. While the employer operated out of Richmond, there was accepted practice that job postings would be location specific. Parties did not negotiate restriction on employer's right to change location for the employee's work in the same manner that they negotiated restriction on employer's right to change employee's shift. Interpreting collective agreement to provide employees with the right to bump when the location of their work was changed but they remained in same classification and shift would add new provision into collective agreement. Past practice relied on by the union was not longstanding and unequivocal. The grievance was dismissed as it was decided that transfer of employee from one location to another does not constitute declassification under collective agreement.