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Ontario Labour Relations Board

HIGHLIGHTS

Editors: Andrea Bowker, Solicitor
Aaron Hart, Solicitor

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SCOPE NOTES

The following are scope notes of some of the decisions issued by the Ontario Labour Relations Board in December of last year. These decisions will appear in the January/February issue of the OLRB Reports. The full text of recent OLRB decisions is available on-line through the Canadian Legal Information Institute www.canlii.org.

NOTICE TO COMMUNITY – NEW VICE-CHAIRS

The Board welcomes **Shaheen Hirani** and **Jay Rider** as a new full-time Vice-Chairs.

Shaheen Hirani has practiced in the area of labour and employment law exclusively since she was called to the Ontario Bar in 1998. Before joining the Board she had been national general counsel for a large private sector international union. She also worked in house as counsel for other trade unions and taught labour and employment law mediation at an Ontario college. She completed her Bachelor of Laws degree at Osgoode Hall Law School and her Bachelor of Arts degree at Queen's University.

Following his graduation from Queen's Law in 1994, **Jay Rider** was called to the Ontario Bar in 1996. He practiced exclusively in labour and employment law matters until his retirement from private practice at the end of 2025. From 2001 to 2025 Jay was a senior partner in a leading boutique labour and employment law firm. Jay's practice had a significant focus on labour relations in the construction industry and he regularly appeared before the OLRB representing construction industry employers and employer associations. Jay also has a lengthy history of community involvement, both as an Executive Board member in his local Chamber of Commerce and as a coach, trainer, on-ice official and Board member of his local minor hockey association.

Construction Industry – Certification - Union filed application for certification pursuant to s. 128.1 of the *Labour Relations Act, 1995* (the "*Act*") – Employer's response included nine individuals that, in its status submissions, it sought to remove from the list - Employer also sought in its status submissions to add another name - Employer asserted that the nine individuals were employees of another employer and that the additional person was left off the list in error - Board noted that these issues were not identified by the Employer until after the Union filed its initial status submissions in which it agreed with the nine individuals being on the list - Employer did not offer any explanation as to why it did not identify these issues before the Union's status submissions were filed - Board referred to its jurisprudence concerning such alterations to the employee list and concluded that it was too late, and prejudicial to the Union, for these changes in position to be permitted - Union also objected to the manner in which the Employer identified additional job sites in its response, noting

that many of the sites were existing multi-storey residential buildings and the Employer had not indicated where work was performed within the sites - Employer argued that the time sheets it provided with its status submissions provided all the information the Union needed - Board rejected this position, noting that the Schedule "A" to an employer response requires identification of each site including floor numbers or lots where appropriate - Union was not required to attempt to piece together the Employer's position from the documents included with its status submissions, and further the detailed job site information is required to be included in the response and it was not - Matter continues

CARPENTERS' REGIONAL COUNCIL, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, APPLICANT **RE: JAY PATRY ENTERPRISES LLC; THEBERGE HOMES LIMITED; THEBERGE HOMES LIMITED O/A THEBERGE GROUP 2274 PRINCESS STREET LIMITED PARTNERSHIP; 2274 PRINCESS STREET GP INC.; AND KANATA WOODS INC.** Dated: December 2, 2025; Panel: Thomas J. Black (52 pages)

Construction Industry – Certification - Jurisdiction - Union filed application for certification - Employer argued that its labour relations were federally regulated such that application should be dismissed - Essential nature of the work performed by the Employer was the initial hook-up of fibre optic cables owned by the Employer to provide telecommunication services to its customers – Employer did not contract construction services to any other firms - Employees performed both construction and service work and the work was not separated – Employees were fully integrated into the overall operations and therefore vital to the company's telecommunications business – Employer's business was telecommunication, not construction, and its construction activities were ancillary to its main business - Board satisfied that it did not have jurisdiction - Unlike other cases in which the Board had concluded similar work was provincially-regulated, the employees were directly employed by the telecommunications provider, not contractors performing work for a telecommunications provider - Work was therefore integral or vital to a federal undertaking, namely telecommunications - Application dismissed

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183, APPLICANT **RE: ECCENTRIC ARTISTS TECHNICAL SERVICES LTD.** OLRB Case No. 1271-23-R & 1285-23-R; Dated December 17, 2025; Panel Jack J. Slaughter (22 pages).

Construction Industry – Grievance – Union filed grievance asserting that the employer breached the IBEW/ECAO Principal Agreement – Employer argued "electrical work" did not include high or low voltage work in residential high-rise construction in the GTA – Employer argued that the word "electrical" in the relevant section of the Principal Agreement did not include communications work or line work but only work between 110 and 750 volts, being the work to which the Provincial Section of the Principal Agreement applied to - Employer argued that work covered by Communications and Line Work Sections of the Principal Agreement were not "electrical work" - Board rejected this argument, finding that the plain meaning of "electrical work" in the context of the agreement includes low and high voltage work – Line work had been included in the Principal Agreement since 1978, at which time it was included in the Provincial Section – The creation of separate Sections was meant to treat non-ICI work differently from ICI work, not to remove it from the scope of the Principal Agreement altogether – Employer also argued a letter of understanding ("LOU") excluded high rise residential construction from the communications Section – Board found that it could not conclude the LOU was intended to remove this work from the residential sector without explicit language – Access control/security portion of the work at issue

in the grievnace is covered by the Principal Agreement - Matter continues.

IBEW CONSTRUCTION COUNCIL OF ONTARIO AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 353, **APPLICANT RE: SPEEDY ELECTRICAL CONTRACTORS LIMITED.** OLRB Case No. 2450-23-G; Dated December 9, 2025; Panel: Maheen Merchant (27 pages)

Construction Industry – Jurisdictional Dispute – Ironworkers filed jurisdictional dispute application in anticipation of a claim by LIUNA against residential builder (H) in respect of certain reinforcing steel work assigned to ironworkers by its subcontractor (N) was bound to Applicant and assigned the work to members of the Applicant – After jurisdictional dispute was filed, LIUNA filed a grievance against H claiming the work should have been performed by its members – LIUNA and H then executed minutes of settlement ("MOS") in which LIUNA withdrew the grievance without prejudice and the parties agreed that there was no underlying dispute regarding the work assignment - LIUNA did not file a brief in the jurisdictional dispute but argued that it was moot, and that there was no longer a dispute within the meaning of s. 99 of the *Labour Relations Act, 1995* (the "*Act*") as a result of the MOS - H agreed that application was moot - Ironworkers and N argued that LIUNA's claim to the work had not been unequivocally withdrawn and the "without prejudice or precedent" language in the MOS showed that there was still a claim for the work in dispute – Board found that by executing the MOS, LIUNA had abandoned its claim to the work in dispute in this application - There was therefore no demand that some specific work be assigned in a different manner from the original assignment - Section 99(5) of the *Act* provided the Board with discretion to inquire or not inquire into a jurisdictional dispute - Board declined to do so

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTUAL, ORNAMENTAL AND REINFORCING IRON WORKERS, LOCAL 765, APPLICANT **RE: LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183, AND NUCOR STEEL ULC O/A NUCOR HARRIS REBAR AND HOMESTEAD LAND HOLDINGS LIMITED**. OLRB Case No. 3007-24-JD; Dated December 17, 2025; Panel: Jack J. Slaughter (7 pages)

Interim order – Successor Employer - SEIU filed an application under s. 69 of the *Labour Relations Act, 1995* (the "*Act*") seeking a declaration that RMC is a successor to RHC, as well as a s. 66 application - RHC entered into a voluntary recognition agreement ("VRA") with IAM - SEIU sought interim order suspending the VRA and any resulting collective agreement pending the resolution of the s. 69 application - SEIU argued that if the VRA and any collective agreement were not suspended on an interim basis, it would be prejudiced in future collective bargaining since the collective agreement could be used as a comparator for collective bargaining with other employers and it was inferior – Board declined to order interim relief - Even assuming SEIU's s. 69 and s. 66 applications were very strong, the other relevant *National Judicial Institute* factors did not support interim relief - Effect of order would be to remove employees from a bargaining unit for an interim period, depriving them of representation - This extraordinary result was not warranted - Any prejudice claimed by SEIU in relation to the effect of the collective agreement already existed - SEIU's ability to obtain a complete remedy was not harmed by a lack of interim relief - Result of interim relief would be significant disruption to both employees, IAM and the responding party employers - Harm to employees in particular appeared irreparable since they would lose all union representation as a result – Application dismissed

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA, APPLICANT **RE: RUNNYMEDE HEALTHCARE CENTRE, RUNNYMEDE LONG-TERM CARE, UNIVERSALCARE INC., AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS** OLRB Case No. 1845-25-IO; Dated December 1, 2025; Panel: Brian Smeenk, KC (22 pages)

Related Employer – Construction Industry – IBEW and LIUNA separately applied for a declaration that U and T constituted one employer for the purposes of the *Labour Relations Act, 1995* (the "*Act*") – U performed both directional drilling work and electrical work, among other things - had entered into voluntary recognition agreement ("VRA") with IBEW in 2012 – U entered into another VRA with LIUNA in 2015 – Bargaining units overlapped - T was then incorporated with the intention of carrying out telecommunications work on a non-union basis - U and T acknowledged that they were under common control and direction but argued the Board should not make a single employer declaration, because this would cause jurisdictional disputes between the two unions – Employees were moved between U and T in such a way that neither union was receiving any remittances for a period of time - After LIUNA filed a grievance against U, U started organizing its work such that U's employees might perform work for either U or T, but be paid by U - T did not perform a significant amount of electrical work but did subcontract to LIUNA-bound contractors - Board concluded that the intention to defeat the unions' bargaining rights was a strong reason to grant the applications – Mischief meant to be addressed by s. 1(4) of the Act was plainly present - IBEW submitted that its bargaining rights should prevail over LIUNA's in the event of conflict because they had acquired bargaining rights with U first – Board rejected this argument since any erosion in IBEW's bargaining rights was the result of U being bound to both unions, and the LIUNA VRA was not challenged at the time it was executed - Many of U's employees had been members of LIUNA for many years - Granting a single employer declaration but making it effective the date of the decision was the best way to minimize labour relations disruption – Applications allowed

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 773, APPLICANT **RE: SYNERGY UNDERGROUND UTILITIES INC., AND SYNERGY TELECOM INC**. OLRB Case No. 1171-21-R & 1479-21-R; Dated December 9, 2025; Panel: Geneviève Debané (24 pages)

COURT PROCEEDINGS

Judicial Review - Duty of Fair Representation - Applicant filed duty of fair representation application - Applicant had been placed on a leave of absence for failing to comply with the Employer's COVID-19 vaccination policy - Union did not file a policy grievance challenging the policy, but did file an individual grievance on his behalf - After an arbitrator declared the policy of no force or effect as of the date of the award as a result of another local's policy grievance, Employer instructed employees who were suspended or on a leave of absence to return to work and Union withdrew his individual grievance - Applicant was terminated as a result of not responding or returning, and Union filed a second grievance - Application challenged Union's decision to not file a policy grievance of its own, its decision to withdraw his first individual grievance, and asserted that Union had not kept him informed in respect of his second grievance - Board dismissed application, finding that Union's determinations in respect of the grievances was not arbitrary, discriminatory or in bad faith, and that Union had properly communicated with the Applicant regarding his second grievance - On judicial review, Applicant challenged the Board's determination in respect of the second grievance, asserting that the Union had acted arbitrarily because the grievance had not moved forward and the Union had not properly communicated with him

- Divisional Court found the evidence before the Board indicated that Union had attempted to communicate with the Applicant and move grievance forward, but Applicant's failure to respond resulted in grievance not moving forward - Board's decision was reasonable - Application dismissed

PETER MIASIK **RE: THE ONTARIO LABOUR RELATIONS BOARD AND UNIFOR LOCAL 1459;** Divisional Court No. 735/24; Dated May 27, 2025; Panel: Lococo, D. Edwards and Shore JJ (8 pages)

The decisions listed in this bulletin will be included in the publication Ontario Labour Relations Board Reports. Copies of advance drafts of the OLRB Reports are available for reference at the Ontario Workplace Tribunals Library, 7th Floor, 505 University Avenue, Toronto.

Pending Court Proceedings

Case Name & Court File No.	Board File No.	Status
Ottawa Valley Kitchens Ltd Divisional Court No. 3111/25 **(Ottawa)**	1011-25-R	Pending
Shaochun Huo Divisional Court No. 868/25	2837-24-U	Pending
Holland, L.P. Divisional Court No. 641/25	2059-18-R 2469-18-R 2506-18-R 2577-18-R 0571-19-R 0615-19-R	March 30, 2026
Thurler Milk Divisional Court No. DC-25-00003048-0000	2521-24-ES	Pending
Riocan Management Inc. Divisional Court No. 614/25	0807-22-G	Pending
Paresh C. Ashar Divisional Court No. 546/25	2062-18-UR	Pending
Mary Spina Divisional Court No. 078/25	2542-24-U	Pending
Cai Song Divisional Court No. 493/25	2510-23-U 2766-23-UR	January 5, 2026
Sobeys Capital Inc. Divisional Court No. 385/25	1383-22-R	October 28, 2025
Tricar Developments Inc. Divisional Court No. 336/25	2132-21-G	Adjourned
Troy Life & Fire Safety Divisional Court No. 342/25	1047-23-JD	December 11, 2025
Michael Kay Divisional Court No. 296/25	2356-23-U	June 24, 2026
Liseth McMillan Divisional Court No. 293/25	2463-23-U	Pending
Ellis-Don Construction Ltd Divisional Court No. 126/25	0195-23-G	Adjourned
Ronald Winegardner Divisional Court No. DC-25-00000098-0000	2094-23-U	Pending

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TJ & K Construction Inc. Divisional Court No. DC-24-0002949-00-JR **(Ottawa)**	1743-24-ES 1744-24-ES	Pending
Justice Ohene-Amoako Divisional Court No. 788/24	2878-22-U	Pending
Peter Miasik Divisional Court No. 735/24	1941-23-U	Dismissed
Candy E-Fong Fong Divisional Court No.	0038-21-ES	Pending
Symphony Senior Living Inc. Divisional Court No. 394/21	1151-20-UR 1655-20-UR	Pending
Joe Mancuso Divisional Court No. 28291/19 **(Sudbury)**	2499-16-U – 2505-16-U	Pending
The Captain's Boil Divisional Court No. 431/19	2837-18-ES	Pending
EFS Toronto Inc. Divisional Court No. 205/19	2409-18-ES	Pending
RRCR Contracting Divisional Court No. 105/19	2530-18-U	Pending
China Visit Tour Inc. Divisional Court No. 716/17	1128-16-ES 1376-16-ES	Pending
Front Construction Industries Divisional Court No. 528/17	1745-16-G	Pending
Myriam Michail Divisional Court No. 624/17 **(London)**	3434–15–U	Pending
Peter David Sinisa Sesek Divisional Court No. 93/16 (**Brampton)**	0297–15–ES	Pending
Byeongheon Lee Court of Appeal No. M48402	0095-15-UR	Pending
Byeongheon Lee Court of Appeal No. M48403	0015-15-U	Pending
R. J. Potomski Divisional Court No. 12/16 **(London)**	1615–15–UR 2437–15–UR 2466–15–UR	Pending
Qingrong Qiu Court of Appeal No. M48451	2714–13–ES	Pending

Valoggia Linguistique Divisional Court No. 15–2096 **(Ottawa)**	3205–13–ES	Pending