Bill 148 Is Now Law

By Landon P. Young and Amanda D. Boyce

Bill 148, the Fair Workplaces, Better Jobs Act, received Royal Assent on November 27, 2017. This means that the Bill has passed and is now law.

Different provisions of the Bill will come into force on different dates: some became effective immediately, some will come into force on or before January 1, 2018, and others will not come into force until 2019. The provisions described in this update will come into force on January 1, 2018 unless otherwise stated.

Bill 148 has taken some twists and turns on its way to becoming law. The Bill has undergone some notable amendments since its Second Reading on October 18, 2017.

These changes are sweeping and cover a broad range of areas. Although some changes will likely be of little consequence and will only involve some extra paperwork, others will significantly expand employee entitlements and can be expected to add to employers' labour costs.

To help employers get a head start on compliance, we are offering a half-day seminar entitled "The Essential Bill 148 Preparedness Workshop". This seminar will take place on Friday, January 12, 2018. For more information see the Seminars & Events page of our website.

Bill 148 amends both the Ontario Employment Standards Act, 2000 (the "ESA"), the Ontario Labour Relations Act, 1995 (the "LRA") and the Occupational Health and Safety Act (the "OHSA"). Set out below is a summary of the changes to these three Acts.

Changes to the ESA

1. Minimum Wage

The minimum hourly wage will increase from $11.60 to $14 an hour on January 1, 2018 and then to $15 an hour on January 1, 2019, with annual adjustments for inflation thereafter. These rates were imposed in the face of strong opposition from the business community, and amid concerns that such rapid increases would lead to job loss.

2. Vacation

Employees with five years of service or more will now be entitled to at least three weeks of vacation time for each vacation entitlement year that ends on or after December 31, 2017 and vacation pay at a rate of 6 percent per year. Prior to these changes employees were entitled to only two weeks per year of vacation regardless of how much service they had.

The minimum vacation entitlement remains two weeks for employees with fewer than five years of service. The rate of vacation pay remains 4% for such employees.

3. Equal Pay for Equal Work

Bill 148 introduces requirements for equal pay for equal work for employees who are not regular, full-time employees. Similar provisions will apply for temporary agency employees to be paid the same as employees of a client. Temporary agency employees will also have new rights to termination pay. These provisions will come into force on April 1, 2018. The government will review the equal pay for equal work provisions by no later than April 1, 2021.

A. Employment Status

Employers will be prohibited from paying part-time, temporary, seasonal or casual employees less where they perform the same work, under the same or substantially similar working conditions, with substantially the same skill, effort, and responsibility, as full-time, permanent employees. Skill, effort, and responsibility do not have to be exactly identical in order to be captured by this provision.

Differences based on seniority, merit, productivity or any factor other than sex or employment status will be permitted. Given how broad the exceptions are, it will be interesting to see if this new requirement will actually result in these employees being paid the same as full-time, permanent employees.

If a collective agreement that is in effect on April 1, 2018 contains a provision that permits differences in pay based on employment status and there is a conflict between the provision of the collective agreement and this section, the provision of the collective agreement prevails until the earlier of the date the collective agreement expires and January 1, 2020.

B. Equal Pay for Temporary Help Agency Employees

The Bill also prohibits temporary help agencies from paying temporary agency workers less than employees of a client organization where they perform work requiring substantially the same skill, effort, and responsibility in the same establishment, under similar working conditions. Differences in remuneration will be allowed where the distinction is based on anything other than sex, employment status, or assignment employee status.

Temporary help agencies will be required to record the number of hours worked by each assignment employee for each client of the agency in each day and each week.

Where an employee or assignment worker believes that their rate of pay does not comply with the above, they may request a review of their rate of pay from either the employer or agency.

Employers and temporary help agencies will be required to adjust the worker's pay accordingly or provide a written response providing reasons for disagreeing with the employee or temp worker.

Where an Employment Standards Officer finds a breach of the Equal Pay for Equal Work provisions, the difference in pay is deemed to be unpaid wages for the employee or temporary worker in question. This exposes organizations utilizing temporary help agencies to liability if such agencies underpay their workers. It also exposes directors of a corporation to potential liability for the under-payment of employees pursuant to these provisions.

The amendments prohibit employers from reprising against temp workers for inquiring about other employees' rates of pay, disclosing their own rate of pay, or advising a temporary help agency what an employer is paying its own employees for the purpose of determining whether an employer or agency is complying with this section. The penalties against employers under the ESA for violating the no-reprisal provisions are heavy.

If a collective agreement that is in effect on April 1, 2018 contains a provision that permits differences in pay between employees of a client and an assignment employee and there is a conflict between the provision of the collective agreement and this section, the provision of the collective agreement prevails until the earlier of the date the collective agreement expires and January 1, 2020.

C. Termination Pay for Temporary Agency Workers

Temporary help agencies must now provide temps with one weeks' notice or pay in lieu where an assignment that was estimated to last three months or longer is terminated before the end of the assignment.

Agencies must retain a copy of any such written notice provided to an assignment employee. Alternatively, agencies may provide an alternate work assignment that is reasonable in the circumstances, and has an estimated term of one week or more.

No termination pay is due where the assignment employee has been guilty of willful misconduct, where the assignment has been frustrated, or where it is terminated because of a strike or lockout at the work location.

4. Scheduling

The legislation also provides new scheduling rights to employees, including minimum call-in pay, the right to refuse work in certain circumstances, and the right to request a change in schedule. These scheduling provisions will come into force on January 1, 2019.

A. Three Hour Rule

Employers will be required to provide three hours of pay if the employer cancels an employee's scheduled shift or on-call period within 48 hours before the shift or period was to commence. This provision contains exceptions where work is stopped for fire, power failure, or weather-related reasons.

If a collective agreement that is in effect on January 1, 2019 contains a provision that addresses payment when the employer cancels the employee's scheduled day of work or on call period and there is a conflict between the provision of the collective agreement and this section, the provision of the collective agreement prevails until the earlier of the date the collective agreement expires and January 1, 2020.

Employers must also provide three hours of pay at their regular rate of pay where an employee regularly scheduled for more than three hours a day is required to present at work, but works fewer than three hours. This does not apply where the employer is unable to provide work for the employee because of fire, lightning, power failure, storms or similar causes beyond the employer's control that result in the stopping of work.

Where employees are required to be on call and are not called into work, or are called into work for fewer than three hours, employers must pay their wages for three hours. This does not apply if the reason the employee was ordered to be on call was to ensure the continued delivery of essential public services, regardless of who actually provides the service, and the employee was not actually required to work. Currently, employees are not entitled to be paid while on call if they are not called in to work.

If a collective agreement that is in effect on January 1, 2019 contains a provision that addresses payment for being on call and there is a conflict between the provision of the collective agreement and this section, the provision of the collective agreement prevails until the earlier of the date the collective agreement expires and January 1, 2020.

Employers will be required to record the dates and times that an employee is scheduled to work or to be on call for work, any changes made to the on call schedule, any cancellations of a scheduled day of work or scheduled on call period of an employee, and the date and time of the cancellation.

B. Right to Refuse

Employees will have the right to refuse an employer's request or demand to work or be on call on a day that they were not scheduled to work or be on call if the request or demand is made less than 96 hours before the time he or she would commence work or commence being on call.

Employees may not refuse such a request if the reason for the request to work or be on call is to deal with an emergency, to remedy or reduce a threat to public safety, or to ensure the continued delivery of essential public services, regardless of who actually provides the service.

If a collective agreement that is in effect on January 1, 2019 contains a provision that addresses an employee's ability to refuse the employer's request or demand to perform work or be on call on a day the employee is not scheduled to work or be on call and there is a conflict between the provision of the collective agreement and this section, the provision of the collective agreement prevails until the earlier of the date the collective agreement expires and January 1, 2020.

C. Requesting Changes to Schedule or Work Location

An employee who has been employed by his or her employer for at least three months may submit a request, in writing, to the employer requesting changes to the employee's schedule or work location.

An employer who receives such a request is required to discuss the request with the employee, advise the employee of its decision regarding the request within a reasonable amount of time, and to provide reasons if the request or any part thereof is denied. Bill 148 is silent as to what constitutes a good reason, so employers retain their management rights to deny a change in schedules and work locations at their discretion.

5. Related Employer

Bill 148 changes the test for treating separate entities as one employer. Previously, where an employer and one or more persons were carrying on associated or related activities, the ESA required that the intent or effect of same was to directly or indirectly defeat the intent and purpose of the ESA. The Bill removes this requirement, so that an employer carrying on associated or related activities with one or more persons can be treated as one employer, regardless of intent or effect.

Where multiple entities are deemed to a related employer, they become jointly liable to employees of either organization for their ESA entitlements.

6. Employee Classification

The Bill prohibits employers from treating employees as though they are not employees for the purposes of the ESA. For example, an employer will not be able to treat an individual as an independent contractor (and not follow the ESA) if he or she truly is an employee. This is not a substantive change in the law as individuals have for many years been able to bring claims under the ESA or in the courts and claim to be employees even if they had been treated as independent contractors by the employer.

The legal test for determining whether an individual is an employee or independent contractor has not changed. This test considers a variety of factors including degree of control over the work

performed, the risk of profit and loss to the individual performing the work, ability of the individual to work for other entities, etc.

Where an organization is facing an inspection or other proceeding under the ESA in regard to an individual who has been performing work and alleges that the individual is not an employee, the Bill reverses the onus of proof and requires the organization to prove same. Notably, the Bill does not reverse the onus of proof where an organization is facing a prosecution under the ESA.

These provisions came into force on November 27, 2017.

7. Leaves of Absence

Various leave provisions underwent significant amendments between the Second and Third Reading in November 2017. These provisions will come into force on January 1, 2018, except for the changes to pregnancy and parental leaves and the new Critical Illness Leave, which came into force on December 3, 2017. Transitional provisions have been included to allow for transition from the old to the new provisions. The result is an expansion of employees' leave entitlements.

A. Personal Emergency Leave

All employers will now be required to provide 10 personal emergency leave days to workers. Previously, only employers with more than 50 employees were required to provide this leave.

Another big change is that the first two personal emergency leave days must be paid. Previously, employers had no obligation to pay employees for personal emergency leave days.

The leave can relate to a personal illness, injury or medical emergency or a listed family member's death, illness, injury or medical emergency or an "urgent matter" that concerns such a family member.

Employers are permitted to require an employee who takes leave under this section to provide "evidence reasonable in the circumstances" that the employee is entitled to the leave. However, the amendments now prohibit employers for requiring a doctor's note as evidence. The bill is silent as to what kind of evidence an employer can require an employee to produce to support the legitimacy of a leave day taken for illness, injury or medical emergency. This new limitation will make it very difficult for employers to prevent abuse of leave days by employees, which is especially concerning since two of the leave days must now be paid.

B. Domestic or Sexual Violence Leave

The final version of the Bill creates a brand new leave under the ESA. Previous versions of Bill 148 would have added "sexual or domestic violence, or the threat of sexual or domestic violence" experienced by an employee or a listed family member as a ground for claiming personal emergency leave under the ESA.

Employees with at least 13 consecutive weeks are entitled to a leave of absence if the employee or a child of the employee experiences domestic or sexual violence or the threat of domestic or sexual violence. The leave of absence must be taken for one of the following purposes:

- To seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- To obtain services from a victim services organization for the employee or the child of the employee;
- To obtain psychological or other professional counselling for the employee or the child of the employee;
- To relocate temporarily or permanently;
- To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence; or
- Such other purposes as may be prescribed in future regulations.

Employees are entitled to up to ten days of Domestic or Sexual Violence Leave and/or up to a potential maximum of 15 weeks of leave. The first five days of the leave must be paid at a rate equivalent to the wages that the employee would have earned but for the leave. An alternative calculation is set out for those employees who receive performance-based compensation such as commissions.

An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances of the employee's entitlement to the leave. New amendments to this provision require employers to protect the confidentiality of any records collected or produced, and specify a limited rage of permissible disclosures of such information.

C. Parental Leave Lengthened

In a last-minute amendment Bill 148 has increased parental leave entitlement from 35 weeks to 61 weeks for employees who took a pregnancy leave, and from 37 to 63 weeks for employees who did not take a pregnancy leave.

This change reflects the pending amendments to the federal Employment Insurance Act that allow parents to spread out their parental leave benefits over a longer period of time. However, the total amount of parental leave benefits would not increase.

The Bill also extends the period during which an employee may begin parental leave from 52 weeks to no later than 78 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

The extended parental leave is only available where the date of birth or the date that the child first comes into the custody, care and control of the parent is on or after December 3, 2017.

D. Pregnancy Leave

Bill 148 increases the pregnancy leave available for employees who suffer a still-birth or miscarriage from 6 weeks to 12 weeks where the pregnancy leave begins on January 1, 2018 or later. If the pregnancy leave in question begins at any point before January 1, 2018, the current rules will apply.

The definition of a "legally qualified medical practitioner" who can certify an employee's due date or medical restrictions has been expanded to include nurses and midwives.

E. Family Caregiver Leave

The time allowed for family caregiver leave is extended from 8 weeks to 28 weeks in a 52 week period. A qualified health practitioner must issue a certificate stating that a prescribed individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.

That definition of "qualified health practitioner" has been expanded to include registered nurses with an extended certificate of registration (or an individual with equivalent qualifications in a different jurisdiction).

F. Critical Illness Leave

"Critically Ill Childcare Leave" has been replaced with "Critical Illness Leave". Currently, the ESA provides up to 37 weeks of leave within a 52-week period for a parent or legal guardian to provide care and support to a critically ill child under the age of 18, subject to various conditions. This provision has been repealed, and the following substituted.

Under the new provisions, "critically ill" is defined as where an individual's baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury. Further, the leave is expanded to include a broad list of various prescribed family members who can take the leave.

Employees who have been employed for six consecutive months are entitled to a leave of up to 37 weeks in a 52-week period to provide care or support to a critically ill minor child who is a family member of the employee; and a leave of up to 17 weeks in a 52-week period for an employee to provide care or support to a critically ill adult who is a family member of the employee.

This section came into force on December 3, 2017, and contains transitional provisions addressing whether an employee is entitled to the leave.

G. New Child Death and Crime-Related Child Disappearance Leaves

"Crime-Related Child Death or Disappearance Leave" has been replaced with "Child Death Leave" and "Crime-Related Child Disappearance Leave".

Employees will be entitled to a leave of absence without pay of up to 104 weeks if a child of the employee dies.

Likewise, employees will be entitled to a leave without pay of up to 104 weeks if a child of the employee disappears and it is probable, considering the circumstances, that the child disappeared as a result of a crime.

To be eligible for these leaves, employees must have been employed by an employer for at least six consecutive months. An employer may require an employee who takes one of these leaves to provide evidence reasonable in the circumstances of the employee's entitlement to the leave.

An employee is not entitled to the Child Death Leave if the employee is charged with a crime in relation to the death of the child or if it is probably in the circumstances that the child was party to a crime in relation to his or her own death. Similarly, an employee is not entitled to Crime-Related Child Disappearance Leave where they were charged with the crime or if it is probable, considering the circumstances, that the child was a party to the crime.

8. Public Holiday Pay

The Bill also changes how employers calculate public holiday pay. This will have the effect of increasing public holiday pay for many workers.

Previously, the ESA required employers to calculate public holiday pay based on the amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred divided by 20. Where an employee had worked sporadically during those four weeks the public holiday pay would have been less than a regular shift or day's pay.

Bill 148 requires employers to calculate public holiday pay by adding the total amount of regular wages earned in the pay period immediately preceding the public holiday and dividing that by the number of days the employee worked in that period.

If an employee was on leave or vacation during that pay period, employers must base their calculations on the pay period preceding the vacation or leave. If the employee was not employed during the pay period preceding the public holiday, employers must base their calculations on the pay period that includes the public holiday.

Employers are still able to provide substitute days off instead of a day off on the public holiday. An earlier version of the Bill would have taken away that flexibility. However, must now provide a written statement to the employee before the public holiday that sets out the public holiday on which the employee will work, the substitute day off that will be given and the date on which the statement is provided to the employee.

Changes to the LRA

The amendments to the LRA favour unions in several respects. They will strengthen their ability to organize, avoid the need to ratify first collective agreements, deter unlawful employer conduct, protect newly certified and striking workers, and consolidate bargaining units. All changes to the LRA will come into force on January 1, 2018.

1. Union Certification Without a Vote

Unions will be able to apply for certification to represent employees without a vote in the following industries: building services, home care and community services, and the temporary help agency industry.

The Ontario Labour Relations Board will have the power to certify an applicant union as bargaining agent without a vote if it is satisfied that more than 55 per cent of the employees in the proposed bargaining unit are members of the union on the date the application is filed.

The Board will make this determination based on the evidence filed by the union showing how many employees have signed union cards.

This changes the current process where employees in these industries have the right to vote by way of secret ballot to decide if they wish to be represented by a union.

Before Bill 148, only in the construction industry could a union be certified without a vote based on signed union cards. The amendments providing for card check certification in these industries are nearly identical to those provisions of the LRA concerning card check certification in the construction industry.

2. Remedial Certification Without an Employee Vote

The Bill will make it easier for unions to obtain remedial certification without an employee vote. The Board will be required to certify a union where an employer has contravened the LRA and the contravention has, in the Board's opinion, prevented the true wishes of employees from being reflected in a representation vote or has prevented the union from demonstrating the appearance of 40 per cent membership support (which is the threshold of support required to bring an application for certification).

The Board will no longer be able to take the lesser step of conducting a representation vote and ordering the employer to "do anything" to ensure the vote reflects the true wishes of employees. Previously, the Board could only order remedial certification where no lesser remedy was available to correct the results of the misconduct. The Board will no longer be entitled to consider the results

of a previous representation vote and whether the union appears to have adequate support for collective bargaining in determining whether to order remedial certification.

3. Broader Board Jurisdiction Concerning Interim Orders

The Bill will also expand the Board's power to make interim orders.

Previously, the Board could only make interim orders on procedural matters and orders concerning terminations of employment, reprisals, and terms and conditions of employment that are altered during a union organizing campaign. The Board had to determine several factors before making interim orders pertaining to union organizing campaigns, including whether there was a serious issue to be decided in a pending proceeding and the balance of harm.

These requirements have been eliminated. The Board now has the power to make interim orders without qualification or the need to give reasons. For example, the Board may now reinstate employees on an interim basis without requiring a union to establish irreparable harm.

4. Votes Outside the Workplace

The Board will be able to conduct certification votes outside of a workplace, including by Internet or telephone. The Board may also authorize Labour Relations Officers to direct the voting process and associated voting arrangements.

5. Greater Protection for Newly Certified Employees

The Bill provides bargaining unit employees with just cause protection from the date a union is certified until the first collective agreement is entered into. The Bill also provides just cause protection to employees terminated during a strike or lockout. This protection may be enforced under the grievance and arbitration provisions of the post-strike or lockout collective agreement.

6. Reinstatement of Striking Employees

At the conclusion of a lawful strike or lock-out, employers must reinstate striking employees to their former employment on such terms as the employer and union may agree and not merely within the first six months of the strike as was previously the case. The existing exceptions to this right of reinstatement remain intact. If there is insufficient work for all striking employees, they will be placed on layoff in accordance with the seniority provisions of the applicable collective agreement.

At the end of a strike or lockout a returning employee will have the right to displace any person who performed bargaining unit work during the strike or lockout if the returning employee had longer service than the other employee when the strike or lockout began. This means that employers will not be able to keep replacement workers in place of the workers who went on strike.

7. Access to Employee Lists

The Bill allows a union to apply to the Board for an order requiring the employer to produce a list of employees in industries other than the construction industry.

Unions are required to provide a written bargaining unit description and an estimate of the number of employees in the bargaining unit. They must also provide a list of union members currently employed in the bargaining unit and evidence of union membership, without providing this information to the employer.

The employer has two days to notify the Board if it disagrees with the proposed bargaining unit description or the union's estimate of the number of employees. If the employer disagrees with the bargaining unit description, the employer must explain why the bargaining unit could not be appropriate for collective bargaining.

If the Board receives a timely notice of disagreement from the employer, it must determine whether the description of the bargaining unit "could be appropriate" for collective bargaining based only on the information contained in the application and employer notice.

If the bargaining unit could be appropriate, the Board will proceed to determine an "estimated number" of individuals in the unit and then determine the percentage of individuals in the bargaining unit "who appear to be members of the union". If that percentage is 20 or more, the Board will order the employer to produce the list.

The Board is not required to hold a hearing or consultation and may make these determinations only on the information provided in the application and response.

If the Board orders the employer to provide a list, it must include the name of each employee in the proposed bargaining unit and a phone number and personal email for each employee in the proposed bargaining unit if the employee has provided that information to the employer.

The Board may also order the employer to disclose to the union other employee information, such as their titles and business addresses and any other means to contact the employees, other than a home address. Among other restrictions on the union's use of the list, both the employer and union must ensure that all reasonable steps are taken to protect the security and confidentiality of the list.

The union can alter its proposed bargaining unit description for any subsequent application for certification relating to the employees on the employee list. However, if the union makes an

application for certification within one year of the Board's direction to provide the list in regard to the employees on the list and the application is dismissed, the Board cannot consider another application from any union in respect of a proposed bargaining unit that is the same or substantially similar to the one that was described in the original application until one year after the application for certification is dismissed.

8. Educational Support

Where a union has given notice of intent to bargain or where there is a first agreement arbitration, either party is permitted to request educational support in the practice of labour relations and collective bargaining. If such a request is made the Minister, or the appointed mediator or arbitrator, will be required to make such supports available. The nature of such supports are not spelled out in the final version of the Bill.

9. First Contract Arbitration

The first contract arbitration provisions of the LRA are to be repealed and replaced with new provisions concerning first agreement mediation and mediation-arbitration.

Following the issuance of a no board report, either party will be able to apply to the Minister of Labour to appoint a "first collective agreement mediator." The mediator will have the same powers as a conciliation board and will be mandated to assist the parties in their endeavor to affect a collective agreement and to educate the parties in the practices and procedures of collective bargaining.

Strikes and lockouts will be prohibited during the 45 days following the mediator's appointment and the Board will be prohibited from considering termination and displacement applications during the same period.

The fact that the LRA will still require the parties to meet with a conciliation officer prior to the issuance of the no board report, and the nearly identical mandates of conciliation officers and first collective agreement mediators, suggest that the true purpose of first collective agreement mediation is to extend the bargaining process and delay the possibility of economic conflict.

If the parties do not conclude a collective agreement within 45 days of the mediator's appointment, either party may apply to the Board for first collective agreement mediation-arbitration.

The Board must direct arbitration unless it concludes that bargaining has been unsuccessful because the applicant has adopted uncompromising positions without reasonable cause or has not bargained in good faith or if the Board concludes that more mediation would be appropriate. If first collective agreement arbitration is directed, strikes and lockouts will be prohibited and

termination and displacement applications terminated. Conversely, If the application is dismissed or further mediation is directed, the normal strike and lock out provision of the LRA will apply.

10. Board to Review Bargaining Units

The Board now has a broad jurisdiction to review and restructure bargaining units where one or more unions have several bargaining units with an employer.

11. Single Union Bargaining Units

Where a union has an existing bargaining unit with an employer and is certified to represent a new bargaining unit, either the union or employer can request that the Board review the structure of the bargaining units within three months of the most recent certification.

After giving the parties an opportunity to negotiate directly, the Board may consolidate the bargaining units, amend any certificate or bargaining unit description in a collective agreement, and declare that an existing collective agreement applies to the recently certified unit.

The Board may also amend the expiry, seniority, or any other provision of a collective agreement. In doing so the Board must consider all factors it considers relevant, including whether consolidating the bargaining units would contribute to the development of collective bargaining between the parties and in the industry.

These amendments appear to be intended to allow unions to organize large, multi-location employers one bargaining unit at a time while avoiding the need to negotiate separate collective agreements. The consolidation of bargaining units and harmonization of collective agreement expiry dates could significantly enhance the union's bargaining strength.

12. Bargaining Unit Structure Review

The employer and a trade union or council of trade unions that represents employees of the employer in multiple bargaining units at the same or a different location can agree in writing to review the structure of bargaining units.

On the joint application of the parties, they can, with the consent of the Board: consolidate bargaining units, amend descriptions of bargaining units, make a collective agreement to apply to the consolidated units and terminate the existing collective agreements that applied to the pre-consolidated units, and amend collective agreements, including expiry dates and seniority provisions.

13. Successor Rights

New successorship provisions apply to specific services provided at premises by a building owner or managers. The services include building cleaning, food, and security services. A sale of a business will be deemed to occur where the premises are the principle place of work of the employees, the employer ceases to provide the services, and similar services are subsequently provided at the premises under the direction of another employer.

Changes to the OHSA

The changes to the OHSA are much more limited in scope compared to the changes to the ESA and LRA. These amendments came into force on November 27, 2017.

Employers are now prohibited from requiring a worker to wear footwear with an elevated heel. It also creates two exceptions to this prohibition: (i) where an elevated heel is required for a worker to safely perform his or her work; and (ii) where a worker is employed as a performer in the entertainment and advertising industry.

This provisions appears to be aimed squarely at restaurants who have required female servers to wear high heels.

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