



LAWS & ANNOUNCEMENTS

Employment Standards

Jul 27: The Ontario Ministry of Labour (MOL) launched public consultations on [proposed regulations](#) that would ban talent agencies from charging entertainment workers more than the maximum commission amount authorized by or charge fees not authorized by regulation. Agencies would have to remit payments for entertainment workers within 10 business days of receiving them, keep entertainment worker monies in a separate account that couldn't be commingled with agency funds, and provide entertainment workers owed commissions written statements containing prescribed information within a prescribed timeframe. Deadline to comment: September 25.

Immigration

Aug 13: Taking a page from the Trump playbook, the province implemented new regulations barring people living in Canada illegally to receive financial assistance from Ontario Works or the Ontario Disability Support Program. Individuals with student visas, work permits, visitors, and others authorized to remain in Canada temporarily will also no longer be eligible for assistance from those programs.

Training

Jul 27: Ontario and Ottawa announced a joint investment of over \$7.2 million through the Canada-Ontario Workforce Tariff Response program to help more than 500 workers across northern Ontario upgrade their skills and transition into in-demand careers. Ontario will deliver the funding through [Skills Advance Ontario](#), which partners with employers and training providers to help workers transition into sectors driving economic growth.

Action Point: Find out about the [8 ways the U.S. tariffs affect](#) Canadian workplaces and HR activities.

Discrimination

Aug 7: The Ontario Human Rights Commission updated its [Policy](#) on what organizations offering scholarships, bursaries, and other awards avoid discrimination. It's okay to grant awards limited to applicants who identify with a characteristic protected under the *Human Rights Code* as part of a special program, the Policy explains.

Action Point: Beware of seemingly legitimate [employment practices](#) that may have the effect of inadvertently perpetuating racial discrimination and increasing your liability risks.

Privacy

Aug 17: The Ontario Information and Privacy Commission published new [guidance](#) on the privacy liability implications of using remotely piloted aircraft systems (RPAS), aka drones. Although intended principally for police and law enforcement, the

principles of the guidance may also apply to private sector employers who use drones for business and employment purposes.

Action Point: Whether by drone, AI, or other technology, you must keep [remote monitoring of employees within privacy boundaries](#).

New Laws

Aug 10: Comments closed on [proposed amendments](#) to *Not-for-Profit Corporations Act* regulations that would increase the annual revenue threshold for non-public benefit corporations to waive an audit and review engagement from \$500,000 to \$1 million. The amendments also allow public benefit corporations to waive an audit and instead conduct a review engagement if the annual revenue is less than \$1 million and more than \$100,000.

New Laws

Aug 19: Ontario launched the fourth round of the Community Emergency Preparedness Grant (CEPG) offering communities across the province \$5 million in funding to purchase essential equipment. CEPG funding can also be used for modernizing emergency operations centres, delivering emergency response training, conducting exercises, and coordinating awareness initiatives. Deadline to [apply](#): October 7.

Training

Aug 12: The Ontario Skills Development Fund (SDF) Training Stream will provide more than \$10.9 million to 10 projects to prepare workers for careers in health care. The sixth round of SDF funding will enable nearly 2,000 workers and jobseekers gain the skills necessary to pursue careers as nurses, personal support workers, medical laboratory technologists, and other critical occupations in the health care sector.

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Health & Safety

Aug 21: The MOL ended public consultations on a [new OHS regulation](#) governing use of rope access at all workplaces the *OHS Act* covers. Rope access, which current OHS regulations don't expressly address, enables workers to work from heights using ropes as the primary means of support, work positioning, and fall prevention.

Workers' Compensation

Aug 10: The Ontario Workplace Safety and Insurance Board (WSIB) finalized revision of its rules governing workers' compensation coverage of costs incurred by injured workers for independent living. The new rules will affect nine separate [WSIB policies](#)—17-06-01 to 17-06-09. Effective date: September 21, 2026.

Workers' Compensation

Jul 22: The WSIB's newly published [Second Injury and Enhancement Fund value-for-money audit](#) concludes that the program no longer supports its intended purpose of removing employment barriers for people with pre-existing disabilities or supporting the return-to-work and recovery outcomes injured people need. The audit also finds that the program no longer provides meaningful or equitable cost relief to businesses due to its failure to keep pace with changes to how claims and premiums are managed. The agency is taking steps to address the issues.

CASES

Employment Contract: Broad Termination Notice Limit Is OK If It's Clear and Provides ESA Minimums

In a very important case, Ontario's top court unanimously ruled that employment contract without-cause termination provisions containing the words "at any time" or "at any time and for any reason" aren't, by that language alone, inconsistent with the *Employment Standards Act* (ESA) and are thus enforceable. The case involved a 71-year-old controller who received the ESA minimum two weeks' notice after being terminated without cause in accordance with a clause allowing for termination "at any time, without just cause, upon providing you with only the minimum notice, or payment in lieu of notice and, if applicable, severance pay, required by the Employment Standards Act." Although the language was broad, the Court emphasized that termination provisions must be read in context, with a view to the objective intentions of the parties, rather than through a literal, isolated reading that strains to find ambiguity where none exists. The Court also confirmed that a with-cause provision defining "cause" more broadly than the ESA's "wilful misconduct" standard is enforceable as long as it expressly preserves the employee's minimum entitlements under the ESA [*Baker v. Van Dolder's Home Team Inc.*, 2026 ONCA 568 (CanLII), August 6, 2026].

Action Point: *Baker* offers much needed clarification and relief for employers seeking to contractually limit termination notice to the ESA minimum. Most of the previous cases have gone against employers with courts seizing upon the smallest ambiguity in the contract language to strike down the clause for stripping away the employee's ESA entitlements. *Baker* expressly rejects this overly formalistic, word-by-word scrutiny and calls for courts to interpret termination notice limits more contextually with the aim of giving effect to the parties' actual intentions. That should make such clauses much easier to enforce, at least in Ontario. Find out more about [contract termination notice limits](#) and why they're so hard to enforce.

Termination: Temporary Physical Disabilities Don't Frustrate Employee's Contract

A towing company demoted a senior employee returning from long-term disability from road boss to tow truck driver. The court ruled that the company committed constructive dismissal and awarded the employee 22 months' notice. The company acknowledged constructive dismissal but claimed that the employee's inability to carry out the physical demands of road boss frustrated his contract. The case

reached the Ontario Court of Appeal which ruled that there was no frustration because the company never expressly defined the essential positions of the road boss position. The evidence also showed that the employee's physical limitations were only temporary and that the company could have accommodated them. However, while upholding the ruling on liability, the Court said the lower court shouldn't have included the loss of perks like the employee's use of the company's tow truck and cell phone as damages and reduced the damage award by \$125,640 [*Hill v. 1359768 Ontario Inc. (B&B Towing)*, 2026 ONCA 577 (CanLII), August 10, 2026].

Action Point: The moral of the case for employers is that it's extremely difficult to claim that a disability or other condition or situation frustrates an employee's contract when there's no written job description expressly spelling out the essential duties of the job. Find out more about the [importance of job descriptions](#) and [how to write them in a legally sound way](#).

Drugs & Alcohol: OK to Terminate Safety-Sensitive Worker for Refusing Post-Incident Testing

A mine operator demanded that an experienced heavy equipment operator undergo post-incident drug testing right after failing to follow lockout procedures. The worker refused. A week later, he got his termination notice. The Ontario arbitrator found just cause to terminate. Disobeying the lockout rules was a serious safety violation justifying post-incident testing. And refusing a valid testing order was a serious violation of the company's fitness for duty policy. True, the operator did have a good 11-year service record. But reinstating him would send the wrong safety message and encourage other impaired workers to refuse drug and alcohol testing reasoning that while termination would be the result of testing positive, refusing to test might lead to lesser discipline [*Dome Mine Limited v United Steelworkers, Local 7980*, 2026 CanLII 78264 (ON LA), July 31, 2026].

Action Point: The key to the case is that the mine's no-drug policy made it clear that workers who perform safety-sensitive jobs must be fit for duty at all times. Find out how to implement an effective [fitness for duty policy to control substance abuse](#) at your workplace.

Privacy: Using Third Party Videos for Discipline Doesn't Violate Employee Privacy Rights

The City of Hamilton's sometimes relies on videos provided by third parties, such as security footage from a restaurant, to discipline paramedics for misconduct. Upon receiving such videos, City typically interviews the suspected paramedics about the misconduct without revealing that they have a video. The union claimed that these practices violated the collective agreement and paramedics' privacy rights. While finding no violation of the collective agreement, the Ontario arbitrator acknowledged that using third party videos taken without employees' consent for disciplinary purposes could run afoul of the Charter and PIPEDA under certain conditions. The problem is that the union didn't offer enough facts to support its assertion that the third-party videos violated paramedics' "reasonable expectations" of privacy. And without that proof of Charter or PIPEDA violations, the arbitrator said it couldn't grant the union's request to order the City to stop these investigative and disciplinary practices [*OPSEU, Local 256 v Hamilton (City)*, 2026 CanLII 72986 (ON LA), July 20, 2026].

Action Point: This case illustrates the importance of [ensuring that video and digital solutions used to monitor employees remain within personal privacy boundaries](#) and why you should implement a [legally sound electronic monitoring policy](#).