

# Ontario

## LAWS & ANNOUNCEMENTS

### New Laws

Feb 27: Ontario voters go to the polls today. With elections in the offing, February was a very slow month in terms of new lawmaking and regulatory activity impacting HR.

### Labour Relations

Jan 31: A bit of housekeeping that may affect companies with union employees: The Ontario Labour Relations Board amended its forms (Forms A-1, A-2, A-3, A-6, A-7, A-8, A-71, A-72, A-73, A-77, A-78, and A-79 and Information Bulletins 1,2,3,6,7, 8, and 32) related to Applications for Certification and Applications to Terminate Bargaining Rights to reflect the Board's practice of conducting votes electronically.

### Immigration

Jan 17: Ontario launched the Regional Economic Development through Immigration (REDI) pilot program targeting highly-skilled immigrants for rural and northern regions with high demand for skilled labour. Under REDI, local employers in Lanark, Leeds and Grenville, Sarnia-Lambton, and Thunder Bay may hire up to 800 additional workers for in-demand careers like health care, technology, and the skilled trades.

**Action Point:** Find out about the 10 things employers [need to know about hiring temporary foreign workers](#).

### New Laws

Feb 19: The Government of Canada announced a pair of investments supporting life sciences companies in eastern Ontario, including \$3.4 million for the Kingston Economic Development Corporation to support Helix Funding initiatives and the creation of a new wet lab space at Providence Care Hospital, and \$400,000 for [Le Centre de services à l'emploi de Prescott-Russell Inc. \(CSEPR\)](#) in Hawkesbury to expand services for small- and medium-sized enterprises (SMEs) in the region.

### New Laws

Feb 14: The Federal Economic Development Agency for Southern Ontario ([FedDev Ontario](#)) announced a combined investment of over \$10 million for 7 Electric Vehicle manufacturers: Enedym Inc. (\$800K), Forest City Castings Inc. (\$1.345 million), Palcam Technologies Ltd. (\$2 million), Process Research Ortech Inc. (\$1,832 million), Proventus Global (\$1.2 million), Sinteris Canada (\$1 million), and SWTCH Energy Inc. (\$2.75 million).

### Workers' Comp

Mar 31: That's the final day for Ontario Schedule 1 employers to submit their workers' comp payroll reports listing their actual 2024 costs and projected costs for 2025 to the WSIB to avoid potential late fees, interest, and penalties.

## CASES

### **Employment Contract: Clause Letting Employer Terminate “At Any Time” Is Unenforceable**

An employment contract included the following clause: “Termination without cause: we may terminate your employment 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*.” The terminated employee claimed, and the Ontario court agreed, that the phrase “at any time” made the entire provision unenforceable because the ESA does **not** allow an employer to terminate an employee at any time. Thus, for instance, it’s illegal to fire an employee at the conclusion of leave or in reprisal for exercising an ESA right. And since the “without cause” clause was invalid, the employee could go forward with his wrongful dismissal damages lawsuit [[Baker v. Van Dolder’s Home Team Inc.](#), 2025 ONSC 952 (CanLII), February 11, 2025].

**Action Point:** The Baker case is only the most recent example of an employment contract clause purporting to limit notice for without cause termination to employment standards minimums was found invalid. Find out why [contract termination notice limits](#) are so hard to enforce.

### **Termination: Employer Must Pay Damages for Arbitrary Firing of Probationary Employee**

While employers have broad discretion to terminate probationary employees, limits apply. A union claimed that the University of Toronto exceeded those limits in its firing of a probationary employee. The Ontario arbitrator agreed that the University acted in an arbitrary manner finding it “impossible to overlook” the lack of support the employee received from his managers. There were no written warnings or evaluations of any kind. And the decision to terminate was made in a rush at the last minute. So, it upheld the grievance and awarded the employee 2.5 months’ salary, including overtime, plus 15% of that amount, minus statutory deductions [[University of Toronto v Ontario Public Service Employees’ Union, Local 519](#), 2025 CanLII 12004 (ON LA), February 18, 2025].

**Action Point:** The moral of this case is that firing probationary employees isn’t as easy as you may think. To [avoid mistakes](#) that can lead to wrongful dismissal liability, you need a clear [Probationary Employment Policy](#) and [Contract Language](#).

### **Health & Safety: OK to Fire Exposed Worker for Not Following COVID Rules**

Management of a mental health assistance facility took an overnight personal support worker off his shift after learning he had been exposed to coworkers infected with COVID. To make matters worse, he didn’t inform his wife, who also worked at the facility, about his exposure. So, the facility fired him. The worker sued for discrimination based on a perceived disability. The Ontario Human Rights Commission dismissed his complaint, finding that he was terminated not for having COVID but for not following the facility’s health rules and allowing his wife to expose residents and other workers to COVID infection risk [[Owodorum v. Human Rights Tribunal of Ontario](#), 2025 ONSC 710 (CanLII), February 3, 2025].

**Action Point:** Find out how to avoid discrimination liability risks when [enforcing a mandatory vaccination or other infectious illness workplace safety policy](#)