

# Ontario

## LAWS & ANNOUNCEMENTS

### Employment Standards

Jul 1: New gig worker protections under the *Digital Platform Workers Rights Act* take effect, including entitlement to minimum wages, recurring pay periods and pay days, written information from the employer when gaining access to and being removed from the company's digital platform, termination notice, settle disputes in Ontario, and be protected from reprisals.

**Action Point:** Find out more about the [new Ontario gig worker protection law](#) and what you must do to comply with it.

### Employment Standards

May 28: For the seventh year in a row, the Ontario Assembly tabled new [Working for Workers](#) legislation proposing pro-employee changes to employment and labour laws, including a new rule requiring operators of job posting platforms to have a written policy on fraudulent publicly advertised job postings, as well as a mechanism or procedure for platform users to report such postings to the person operating the platform.

**Action Point:** There are [10 hiring and recruiting practices that you should stop using right now](#). Find out what they are and why they're problematic.

### Leaves of Absence

May 28: To safeguard employees caught up in mass layoffs, the newly tabled [Working for Workers Seven Act](#) requires employers who provide termination notice to 50 or more employees to also give each affected employee up to 3 days of unpaid leave to carry out job search and other related activities. Companies will also have to furnish targeted employees information about provincial government programs for skills training and job search support.

**Action Point:** The Ontario law would be a new twist to already tricky employment standards group termination requirements. Find out how to [comply with the group termination rules](#).

### Termination

May 28: [Bill 30](#), aka, *Working for Workers Seven*, would amend the *Employment Standards Act* to allow employers to extend temporary layoffs to 35 or more weeks in a 52-consecutive week period, provided that the employer and employee agree to and the Employment Standards Director approves the arrangement. The hope is that extended layoffs will allow companies and employees to maintain their long-term employment relationship during hard times.

**Action Point:** Find out how to comply with [temporary layoff requirements](#).

### Leaves of Absence

Jun 19: [Ontario's new unpaid long-term illness leave](#) of up to 27 weeks per 52-week

period officially takes effect. Employees must have at least 13 consecutive weeks of employment and get a certificate from a qualified health practitioner stating that they have a serious medical condition and listing the period they won't be working.

**Action Point:** Ontario is just one of the many provinces that have changed their sick and long-term illness leave laws since the pandemic. Find out how to implement a legally sound [Sick Leave Compliance Game Plan](#) at your own workplace along with a [summary of the sick leave rules](#) in each part of Canada.

## Employment Standards

Jul 1: New [ESA regulations](#) take effect requiring employers with 25 or more employees to give written information to new employees on their first day of work—or as soon thereafter as practicable—listing the company's legal and operating name, contact information, a description of where the employee will work, starting pay, pay period and pay day and expected hours of work.

**Action Point:** Find out more about the new [Ontario ESA written information for new workers rules](#) and how to comply with them.

## Immigration

May 28: The Ontario Assembly tabled new legislation ([Bill 30](#)) authorizing government immigration inspectors to require a person to attend an in-person interview separate and apart from other persons, subject to requirements to be set out in the regulations. The objective of separate interviews is to enable interviewees who might be intimidated by the presence of another interviewee to speak candidly.

## Immigration

May 28: The newly tabled [Working for Workers Seven Act](#) would expand the Ontario Immigrant Nominee Program's authority to establish or remove immigrant nomination streams in response to changes to economic conditions and current job market needs. Employers will also be allowed to submit their applications directly and electronically to the new ONIP employer portal that's scheduled to launch this summer.

## New Laws

May 27: Second Reading for [Bill 2](#), the [Protect Ontario through Free Trade within Canada Act](#), authorizing the government to enter into reciprocal free trade and labour mobility agreements with other provinces. Under current rules, workers from other jurisdictions must register with and get the approval of an Ontario government authority before working in the province.

## New Laws

May 26: Ontario announced that it plans to introduce measures to accelerate the construction of Skills Development Fund training centres to support workers impacted by U.S. tariffs, including new regulations that would exempt certain training centres from construction permit and approval requirements.

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

## New Laws

May 5: The new provincial budget increases the Ontario Made Manufacturing Investment Tax Credit rate from 10% to 15% over the next 3 years. Result: Qualifying businesses that invest in buildings, machinery and equipment used for manufacturing or processing in Ontario could receive a tax credit of up to \$3 million per year.

## **Payroll**

May 6: If and when it passes, newly tabled [Bill 12](#) will increase the Ontario small business income tax deduction rate from 8.3% to 9.9% and the business limit for a taxation year for the purposes of the small business deduction from \$500,000 to \$600,000, effective January 1, 2026.

## **Health & Safety**

May 28: The new [Working for Workers Seven Act](#) proposes several changes to OHS laws, including a new requirement that construction projects with 20 or more workers that are expected to last 3 months or longer have automated external defibrillators to help workers who suffer cardiac arrest at the site. The Bill would also create a new WSIB program to reimburse constructors for the costs of purchasing an AED.

## **Drugs & Alcohol**

Jun 23: That's the deadline to comment on [proposed new regulations](#) to make installation of Ignition Interlock mandatory for all impaired driving convictions, lifetime licence suspension, reducible to 25 years, for conviction of impaired driving causing death, and remedial education mandatory for first-time alcohol/drug-related administrative occurrences.

**Action Point:** Find out how to implement an effective [fitness for duty policy to control substance abuse](#) at your workplace.

## **CASES**

### **Employment Contract: Termination Notice Limits Clause IS Enforceable, Says High Court**

Cases upholding contractual termination notice limits clauses don't come around very often. But that's what happened in a case involving a software company VP earning an annual base salary of \$300,000 who got only ESA minimum notice after being terminated without cause after just 8.5 months of employment. The VP claimed that the clause in his contract limiting him to ESA minimums and taking away his entitlement to common law damages in the event of termination with or without cause was unenforceable because an ordinary person not well versed in the law could interpret it as allowing for dismissal without notice for conduct that didn't meet the ESA's high threshold for termination without notice. In fact, just a month earlier, this very same court struck down a similar notice clause for the same reason in a case called [De Castro v. Arista Homes Limited](#). But the argument didn't work this time. The Ontario Court of Appeal ruled that the wording of this particular clause

was unambiguous and not contrary to the ESA. “The issue is not whether an ordinary person might arrive at an incorrect interpretation of the termination provisions of the employment agreement, but how the agreement can be reasonably interpreted,” the high court concluded [[Bertsch v. Datastealth Inc.](#), 2025 ONCA 379 (CanLII), May 16, 2025].

**Action Point:** Find out why [contract termination notice limits](#) are so hard to enforce.

### **Termination: Does Failure to Give Written Reasons Nullify Otherwise Justifiable Termination?**

The union claimed a hospital violated its collective agreement to furnish written notice of reasons of termination when it fired a probationary nurse, noting that the termination letter stated merely that she was being terminated “due to your inability to successfully complete your probationary period.” While agreeing that the letter was inadequate, the Ontario arbitrator also noted that the hospital gave the union a verbal explanation of its reasons for termination and that those reasons were sufficient, including a botched injection, mis-labeling and charting screw up. So, the arbitrator upheld the termination. But it also ordered the hospital to pay damages for not providing the required written notice [[Almonte General Hospital v Ontario Nurses' Association](#), 2025 CanLII 39307 (ON LA), May 2, 2025].

**Action Point:** Find out about the [legal ground rules](#) governing whether employers must give employees written reasons for termination.

### **Workplace Violence: Lack of Clinical Guidelines Undermines Patient Abuse Termination**

It’s a nightmarish situation. A distraught mom brings her 7-year-old child kicking and screaming into an emergency department. The doctor prescribes medications to calm him down. Four security guards hold down the child’s arms and legs while the nurse pinches his nose, shoves the pills into his mouth, and holds her hand over his mouth for 5 to 10 seconds. The hospital later fires the nurse for patient abuse. The union claims wrongful dismissal and the Ontario arbitrator agrees. The hospital would have been well within its rights to expressly prohibit staff from physically forcing a non-consenting minor to take medications. But it didn’t do so. And the hospital’s failure to establish written policies or guidelines addressing this situation meant that the nurse had to exercise her own best judgment in deciding how to handle this chaotic and distressing situation based on her years of experience in nursing. Accordingly, the hospital was out of line in ending her employment [[Ontario Nurses' Association v Royal Victoria Hospital](#), 2025 CanLII 43167 (ON LA), May 12, 2025].

**Action Point:** Find out how to implement a legally sound and effective [Workplace Harassment Prevention and Compliance Game Plan](#) at your workplace.

### **Health & Safety: Top Court Refuses to Revisit Acquittal of City on Due Diligence Grounds**

A road grader struck and killed a pedestrian crossing an intersection at a municipal construction site. After the Canadian Supreme Court ruled that the city could be charged as an employer for an OHS violation (failing to ensure that a signaler was in place) even though it hired a constructor to oversee the work, the case went back down to trial. The Ontario court ruled that the city exercised due diligence and

dismissed the case. Although the required traffic control measures at the intersection were wanting, it was the constructor and not the city that exercised control over the situation. The city did conduct quality control inspections to ensure that the constructor was complying with the safety requirements contained in the contract. But, the court concluded, “such inspections didn’t constitute control over the workplace and the workers on it.” The Crown appealed but the Ontario Court of Appeal refused to take the case, leaving the due diligence verdict to stand [[Ontario \(Labour, Immigration, Training and Skills Development\) v. Greater Sudbury \(City\)](#), 2025 ONCA 329 (CanLII), March 31, 2025].