

Employment Law Updates

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Agenda

01

Publicly advertised job postings

02

Long-term illness leave

03

*Baker v. Van Dolder's Home
Team Inc.* – Termination
Language Update



**Today's
Agenda**

A red hexagonal graphic with a white border and a white shadow, containing the number '01' in white.

01

Publicly Advertised Job Postings

Publicly Advertised Job Postings

- ✓ Apply to employers with 25+ employees
- ✓ Affects "publicly advertised job postings"
- ✓ New disclosure requirements and restrictions
- ✓ Comprehensive recordkeeping obligations
- ✓ Take effect on **January 1, 2026**

Publicly Advertised Job Postings

“Publicly advertised job posting” means “an external job posting that an employer or a person acting on behalf of an employer advertises to the general public in any manner”

It does not include:

- A general recruitment campaign or “help wanted” sign that does not advertise a specific position
- A posting restricted to existing employees of the employer

Publicly Advertised Job Postings: Requirements




Requirements

- 01 Pay transparency
- 02 Canadian experience
- 03 Existing vacancy
- 04 Artificial intelligence
- 05 Post-interview requirements

02

Long-Term Illness Leave

Long-Term Illness Leave



New unpaid leave of up to 27 weeks in a 52-week period for employees unable to work because of a “serious medical condition”



Available to employees with at least 13 consecutive weeks of employment



Takes effect on **June 19, 2025**

Long-Term Illness Leave: Requirements

Two conditions must be met to trigger the leave:

- 1) The employee will not be performing work because of a serious medical condition
- 2) A qualified health practitioner issues a certificate
 - Stating that employee has a serious medical condition
 - Setting out the period during which the employee will not be working



03

*Baker v. Van Dolder's Home
Team Inc. – Termination
Language Update*

Termination Language – History of Major Changes



Waksdale v. Swegon North America Inc., 2020 ONCA 391



Perretta v. Rand A Technology Corporation, 2021 ONSC 2111



Dufault v. The Corporation of the Township of Ignace, 2024 ONSC 1029



Baker v. Van Dolder's Home Team Inc., 2025 ONSC 952

Facts

- “An employment agreement must be interpreted as a whole and not on a piecemeal basis. The correct analytical approach is to determine whether the termination provisions in an employment agreement read as a whole violate the ESA”

Perretta v. Rand A Technology Corporation (2021)

Facts

Termination with cause:

- “We may terminate your employment for just cause at any time without notice, pay in lieu of notice, severance pay, or other liability, subject to the *ESA*. For the purposes of this Agreement, **just cause** means just cause as that term is understood under the common law and includes, but is not limited to:
 - A material breach of this Agreement or our employment policies
 - Unacceptable performance standards
 - Repeated, unwarranted lateness, absenteeism or failure to report for work”

Facts

- “The Township may **at its sole discretion** *and without cause*, terminate this Agreement and the Employee’s employment thereunder **at any time** upon giving to the Employee written notice as follows...”

Facts

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*. If any additional payments or entitlements, including but not limited to making contributions to maintain your benefits plan, are prescribed by the minimum standards of the *Employment Standards Act* at the time of your termination, we will pay same”

Facts

Termination with cause:

- “We may terminate your employment at any time for just cause, without prior notice or compensation of any kind, except any minimum compensation or entitlements prescribed by the *Employment Standards Act*. Just cause includes the following conduct:
 1. Poor performance, after having been notified in writing of the required standard
 2. Any conduct which would constitute just cause under the common law or statute”

Key Takeaways

01

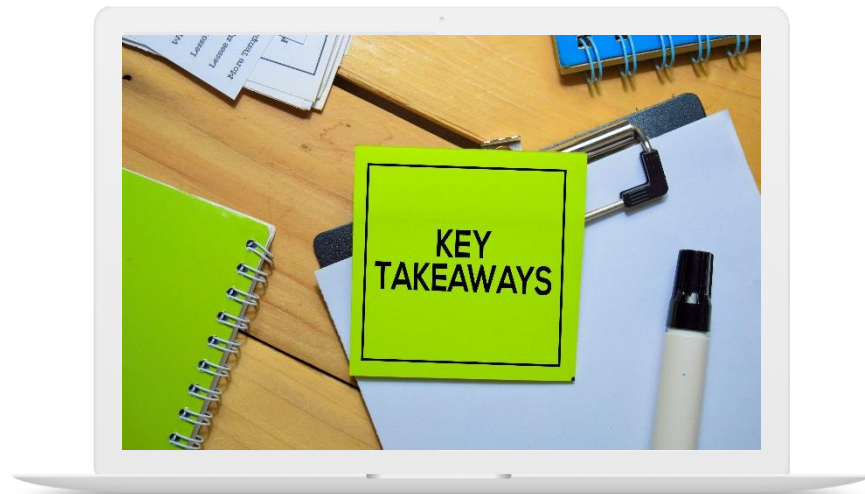
Ensure job postings are compliant with the new requirements

02

Stay vigilant to how the new leaves of absences affect both employers and employees

03

Ensure that termination language in employment agreements is current to account for recent developments





A photograph of a modern office interior with glass walls, wooden floors, and large windows overlooking a city skyline. The office is furnished with desks, chairs, and bookshelves filled with red binders.

Thank You

If you have any questions about this presentation or want to learn more about how we can help with your legal needs, please visit **hicksmorley.com**