



## Labour Relations Act and Its Effect on Building Services

### Unionized Work Environments

CCI-Toronto's Legislative Committee would like to provide to CCI members important information relating to the Labour Relations Act and its effect on building services for Condominium Corporations.

This information is being provided for information only, and CCI-Toronto does not intend to provide advice regarding any specific staffing at your condominium community. If you have specific concerns about the impact of this legislation for your condo, please review same with your Solicitor.

### Bill 148 (known as the *Fair Workplaces Better Jobs Act, 2017*)

Bill 148 (known as the *Fair Workplaces, Better Jobs Act, 2017*), which received Royal Assent on November 27, 2017, amended the Ontario Employment Standards Act, 2000, the Ontario Labour Relations Act, 1995 (the "LRA") and the Occupational Health and Safety Act.

As we have previously reported to our members, many of the changes effected by Bill 148 were clawed back by Bill 47. However, certain unrepealed provisions of Bill 148 continue to have relevance to the Ontario condominium community.

### Section 69.1(1) of the *Labour Relations Act*

One such provision is Section 69.1(1) of the LRA. **That section applies to building service providers, which includes building cleaning services, food services and security services.**

Section 69.1(1) deems a sale of a business to have occurred, and union rights to follow, when one building service provider displaces another service provider. ***This means that a new building service provider will be bound to any pre-existing collective agreements governing the terms and conditions of employment of the former provider, as if the new provider were an original party to that pre-existing collective agreement.***

## What do Condos Need to Be Aware of?

CCI members should be aware that the effect of Section 69.1(1) means that any collective bargaining agreements with building service providers “run with the building”. For example, if a condominium corporation were to switch security companies, any collective agreement with the existing security provider would flow over to the new service provider. All the terms and conditions of employment and job rights the employees had with the former security company would continue and be binding on the new security services provider.