Labour Dispute at the Société de transport de l'Outaouais: No Essential Services and a Valid Strike Notice

May 01, 2017

The Canada Industrial Relations Board ("Board") issued two recent decisions of interest in the context of the labour dispute between the Société de transport de l'Outaouais and its union, the Amalgamated Transit Union, Local 591. The Société de transport de l'Outaouais is the public transit bus system of the Outaouais region and is federally-regulated.

The first decision dealt with an application to maintain certain services during a strike or lockout, and the second addressed the validity of a strike notice when no general strike had been commenced following the 72-hour period from the issuance of the notice.

Essential Services

The Employer filed an application seeking to have the Board declare that the regular transit and integrated school services across its entire territory should be maintained during peak times from Monday to Friday, between 6:00 am to 9:00 am and 2:30 pm to 6:00 pm.

In support of its application, the Employer presented the testimony of three expert witnesses, one specializing in traffic management and transportation planning services, a physician responsible for public health and a psychologist and professor. The Employer argued that, in the event of a strike, the response time for ambulance services and firefighters would be affected to the extent of putting the health and safety of the public in danger if the services identified above during peak hours were not maintained.

The Board dismissed the Employer's application in a bottom-line decision, *i.e.*without providing reasons. Although reasons will be published later, the Board nevertheless indicated that it was not within its mandate to deal with other matters in the public's interest that might be impacted by a labour dispute. In the Board's view, in the event of a strike or a lockout, the services identified by the Employer are not necessary to prevent an immediate and serious danger to the health and safety of the public, which is the test that must be satisfied under the *Canada Labour Code.* Accordingly, a strike or lockout can occur legally without any services being maintained by the Employer.

The Board specified that, if circumstances warrant it, a new application could be filed to review its decision during a work stoppage.

Validity of Strike Notice

Following that decision, the Board was asked to decide whether a strike notice given by the Union was valid for a limited general strike when the strike actions that had already been commenced used other methods and tactics.

Under the *Canada Labour Code*, before a strike can legally occur, a strike notice must be given by the union to the employer at least 72 hours in advance, indicating the date on which the strike will take place (section 87.2(1)). Also, when no strike has occurred within that time, a new notice of at least 72 hours must be given by the union if it wishes to initiate a strike (section 87.2(3)).

In this case, the Union gave its strike notice on January 16, 2017 and initiated various pressure tactics as of January 20, 2017. These tactics were ongoing and maintained by the Union. Without providing a new notice, the Union announced that it would commence a limited general strike on March 16, 2017. The Employer filed an unlawful strike application alleging that the Union had failed to provide a new strike notice. According to the Employer, the purpose of the strike notice is to provide the other party with reasonable time to implement appropriate alternative measures, and although a "partial" strike had been ongoing since January 20, 2017, the absence of a new strike notice did not meet the objectives of the *Canada Labour Code* to provide enough time to the Employer to implement proper safeguards and give notice to the bus transit users.

The Board dismissed the Employer's application. The Union's strike notice of January 16, 2017 was found to be valid to cover the announced general strike. Again, given the urgency of the matter, the Board issued a bottom-line decision, without reasons. Although no reasons were issued, this ruling means that as long as a union has commenced concerted strike actions, regardless of the form that they may take, no new strike notice is required for a more general strike to commence. Under the *Canada Labour Code*, a new strike notice is required only where no strike action has occurred on the date indicated in the notice. Therefore, employers should be mindful of such possibility and should prepare their contingency plans accordingly.

Expertise

Labour & Employment

BLG | Canada's Law Firm

As the largest, truly full-service Canadian law firm, Borden Ladner Gervais LLP (BLG) delivers practical legal advice for domestic and international clients across more practices and industries than any Canadian firm. With over 800 lawyers, intellectual property agents and other professionals, BLG serves the legal needs of businesses and institutions across Canada and beyond – from M&A and capital markets, to disputes, financing, and trademark & patent registration.

blg.com

BLG Offices

Calgary

Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa

World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver

1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal

1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

The information contained herein is of a general nature and is not intended to constitute legal advice, a complete statement of the law, or an opinion on any subject. No one should act upon it or refrain from acting without a thorough examination of the law after the facts of a specific situation are considered. You are urged to consult your legal adviser in cases of specific questions or concerns. BLG does not warrant or guarantee the accuracy, currency or completeness of this publication. No part of this publication may be reproduced without prior written permission of Borden Ladner Gervais LLP. If this publication was sent to you by BLG and you do not wish to receive further publications from BLG, you may ask to remove your contact information from our mailing lists by emailing unsubscribe@blg.com or manage your subscription preferences at blg.com/MyPreferences. If you feel you have received this message in error please contact communications@blg.com. BLG's privacy policy for publications may be found at blg.com/en/privacy.

© 2026 Borden Ladner Gervais LLP. Borden Ladner Gervais LLP is an Ontario Limited Liability Partnership.