SCC File No. 40123

IN THE SUPREME COURT OF CANADA
(ON APPEAL FROM THE COURT OF APPEAL FOR QUEBEC)

BETWEEN:

SOCIÉTÉ DES CASINOS DU QUÉBEC INC.

APPELLANT
(Respondent)

- and -

ASSOCIATION DES CADRES DE LA SOCIÉTÉ DES CASINOS DU QUÉBEC

RESPONDENT
(Appellant)

AND BETWEEN:

ATTORNEY GENERAL OF QUÉBEC

APPELLANT
(Respondent)

- and -

ASSOCIATION DES CADRES DE LA SOCIÉTÉ DES CASINOS DU QUÉBEC

RESPONDENT
(Appellant)

[Style of cause continued on next page]

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PART I. OVERVIEW OF THE ISSUES

1. Decades of this Court's jurisprudence have recognized the inherent vulnerability of employees, which prevents employees from negotiating with their employers on equal footing and which "informs virtually all facets of the employment relationship".[1]

2. Workers who are excluded from the predominate *Wagner Act* model of labour relations schemes like the *Labour Code* at issue in this appeal are vulnerable to employer interference in associational activities but their problems do not begin and end there. The appellants' framing of this appeal – that the workers in issue are asserting a positive right that can only be made out in exceptional circumstances where it is otherwise impossible to meaningfully associate – erases the state's own role in engineering the conditions that interfere with freedom of association.

3. The CCLA submits that there is no constitutional significance to whether a s. 2(d) challenge asserts a negative or positive rights claim. Parsing the nature of a rights claim as a threshold issue distracts from the actual issue that the Court is required to resolve, which is in all cases whether the impugned legislation – in purpose or effect – substantially interferes with freedom of association and meaningful collective bargaining.

PART II. OVERVIEW OF THE CCLA'S POSITION

4. In *Toronto (City) v. Ontario (Attorney General)*, a majority of this Court affirmed the continued relevance of distinguishing between positive and negative rights claims in freedom of expression cases decided under s. 2(b) of the *Charter*:

(a) **Positive rights** are identified by claims that "require the government or legislature to enact legislation or promulgate regulations, or otherwise act to provide a particular statutory or regulatory platform"; whereas

(b) **Negative rights** are claims demanding that government "refrain from acting" in a manner that "suppress[es] an expressive activity in which people would otherwise

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[1] *Wallace v. United Grain Growers Ltd.*, [1997] 3 S.C.R. 701, 152 D.L.R. (4th) 1 at paras. 91-92; *UFCW, Local 401 v. Alberta (Information and Privacy Commissioner)*, 2013 SCC 62, [2013] 3 S.C.R. 3 at para 32.

be free to engage, without any need for any government support or enablement".[2]

5. How rights are characterized has significant consequences: in the context of s. 2(b), positive rights claims are subject to an "elevated threshold" under which the claimant must prove that being deprived of "access to a statutory platform or … otherwise failing to act" "radically frustrat[es] expression to such an extent that meaningful expression is 'effectively preclude[d]'".[3]

6. The appellants submit that the same exceptional standard should apply to claims under s. 2(d). The Société des casinos du Québec Inc. argues that the distinction between positive and negative rights must remain relevant in freedom of association claims, just as the elevated test for asserting a positive right from *Baier v. Alberta* continues to apply in the realm of freedom of expression.[4]

7. Whether the positive/negative rights framing survives outside the s. 2(b) context was a contested issue in *City of Toronto* and one that was never resolved. The dissenting justices argued against applying *Baier* to the claim before the Court, given that the Court had elsewhere adopted a "unified purposive approach to rights claims" – including under s. 2(d) – "whether the claim is about freedom from government interference in order to exercise a right, or the right to governmental action in order to get access to it".[5] The majority left the issue for another day.[6]

8. The CCLA submits that the distinction between positive and negative rights claims should not persist outside of the unique circumstances reviewed in *City of Toronto*. There is no clear way to delineate between positive and negative rights, as this Court's jurisprudence has repeatedly observed.[7] Continuing to pretend otherwise obscures the reality that:

(a) the state is always making deliberate choices when it prescribes what is required, prohibited, or permitted by law; and

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[2] *City of Toronto v. Ontario (Attorney General)*, 2021 SCC 34, 462 D.L.R. (4th) 1 at paras. 16, 20, 22, ("*City of Toronto*") citing *Baier v. Alberta*, 2007 SCC 31, [2007] 2 S.C.R. 673 at para. 35.

[3] *City of Toronto*, 2021 SCC 34, at paras. 24-25, 27.

[4] Société Factum, at paras. 30-32.

[5] *City of Toronto*, 2021 SCC 34, at para. 152 and FN 3, *per* Abella J., dissenting.

[6] *City of Toronto*, 2021 SCC 34, at para. 21, *per* Wagner C.J. and Brown J.

[7] See, e.g., *Haig v. Canada (Chief Electoral Officer)*, [1993] 2 S.C.R. 995, 105 D.L.R. (4th) 577 at p. 1039; *Fraser v. Ontario (Attorney General)*, 2011 SCC 20, [2011] 2 S.C.R. 3 at paras. 69-70 ("*Fraser*").

(b) those choices directly impact how people exercise their rights and freedoms under the *Charter* – including whether they can exercise them at all.[8]

9. Imposing an exceptional, high threshold to succeed in claims asserting a "positive right" effectively immunizes those choices from review, especially in cases like this where the cumulative effect of those choices result in a scheme whose design – either by purpose or in effect – substantially interferes with the exercise of constitutional rights. To the extent that the *Baier* test persists, it must be confined to the context of s. 2(b), where the majority judgment adverted to the practical "necess[ity]" of placing a higher onus on the claimant "given the ease with which [they] can typically show a limit to free expression under the *Irwin Toy* test."[9]

10. In the workplace setting, the CCLA makes two submissions:

(a) There is no such thing as an employment relationship without the law. By virtue of that fact, the law must make choices and historically, those choices have favoured employers.[10] As Prof. Judy Fudge observes: "it is simply false to claim that the state does not act positively to support the legal entitlements of employers who exercise their rights of private property in ways that make it difficult for their employees to establish trade unions and to engage in collective bargaining."[11]

(b) As a result, the question is not when and whether the state is required to reallocate rights or duties in the employment relationship under the *Charter*, but rather what those rights or duties must be to respect s. 2(d)'s minimum guarantees.

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[8] See Robin Elliot & Robert Grant, "The Charter's Application in Private Litigation" (1989) 23:3 UBC L Rev 459 at 475-476.

[9] *City of Toronto*, 2021 SCC 34, at para. 18.

[10] See e.g., *A.I. Enterprises Ltd. v. Bram Enterprises Ltd.*, 2014 SCC 12, [2014] 1 S.C.R. 177 at para. 34, which reviewed the history of Canada's inherited common law traditions, whereby English courts hostile to union organizing engaged in an arms race with the legislature to "expand[] economic tort liability … [to] '[outflank] the immunities provided by statute'". See also *R.W.D.S.U., Local 558 v. Pepsi-Cola Canada Beverages (West) Ltd.*, 2002 SCC 8, [2002] 1 S.C.R. 156 where this Court modified common law prohibitions on secondary picketing in labour disputes because they gave excess weight to protection against economic harm.

[11] Judy Fudge, "Constitutional Rights, Collective Bargaining and the Supreme Court of Canada: Retreat and Reversal in the Fraser Case" (2012) 41:1 Indus LJ 1 at 24.

PART III. STATEMENT OF ARGUMENT

A. There is no clear distinction between positive and negative rights in the s. 2(d) context because there is no such thing as employment relationships without the law

11. Employees who are excluded from collective bargaining legislation do not exist in a vacuum devoid of law and legal rules. Instead, they exist in a patchwork scheme of common law and statutory rules that throws up formidable obstacles to organizing workplaces, making collective representations to employers, and enforcing hard-won deals – in short, to associating and engaging in meaningful collective bargaining.

12. The respondent's submissions highlight the inadequacies of the rights and remedies available to excluded employees under the Quebec *Civil Code*.[12] Excluded employees outside of Quebec face the same issues – if not more.

13. At common law (and in some cases, by statute), employers have near unfettered rights to interfere with efforts to organize their workplace, retaliate against workers seeking to bargain over their terms and conditions of work, and ignore representations made on their behalf:

(a) The employer holds the exclusive right to control access to its premises. Employers can and do issue trespass notices against organizers to bar access to their premises, a power that is backstopped by police assistance.[13] As a result, organizations seeking to organize workers and educate them about their rights are denied access to the one place where they congregate – the workplace.

(b) The employer also "has the right to terminate the employment contract without cause [or to] prompt the employee to choose to leave their job in circumstances that amount to a dismissal", subject only to a duty to provide reasonable notice of termination.[14] Employers can and do terminate employees for organizing their

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[12] See, e.g., Respondent Factum, at paras. 53-54, 56, 60-61, 63.

[13] See *Trespass to Property Act*, R.S.O. 1990, c. T.21, ss. 2(1), 9(1) and (2) and equivalent provincial provisions in table of legislative provisions.

[14] *Matthews v. Ocean Nutrition Canada Ltd.*, 2020 SCC 26, 449 D.L.R. (4th) 583 at para. 43 ("*Matthews*"). Employment standards legislation codifies the common law to the extent that it permits an employer to terminate an employee without cause with notice of termination or pay in lieu of notice: see *Employment Standards Act, 2000*, S.O. 2000, c. 41, ss. 54, 57, 61 and

fellow employees and making representations on their behalf,[15] or force them out of the workplace by making it difficult for them to stay. The only consequence that an employer would typically face is judgment against them for pay in lieu of notice if they fail to provide notice of termination – and that is only if the employee had the funds to sue.[16] The law of wrongful dismissal is in essence a license to interfere with associational activity in exchange for a fee. It is trite law that no court will ever order an employee reinstated or enjoin the employer from interfering with the employment of organizing employees.[17]

(c) At a bargaining impasse, the common law deems striking employees to have abandoned their employment.[18] As a result, the employer has the right to terminate striking employees with no notice or pay in lieu. If workers are brave enough to risk termination through collective job action, the common law prevents them from bargaining from a position of strength: in the eyes of the law, organizing a strike is tortious conduct that induces employees to breach their contracts *en masse*, and courts can enjoin organizers from doing so.[19]

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equivalent provincial provisions in table of legislative provisions. Quebec's *Act Respecting Labour Standards*, CQLR, c. N-1.1, ostensibly requires that employers establish cause for termination for employees with 2+ years of service. However, in practice the tribunal overseeing the *Act* exercises its authority to reinstate an employee who is wrongfully terminated in less than 40% of cases: David J. Doorey & Andrew Hills, "Statutory Unjust Dismissal in Canada: What is the Value of a Lost Job?" (2022) 33:2 King's Law Journal 318 at 335, 342.

[15] See, e.g., *Burton v. Aronovitch McCauley Rollo LLP*, 2018 ONSC 3018; *IUOE, Local 793 v. Hermanns Contracting Ltd.*, [2017] O.L.R.B. Rep. 793, 2017 CanLII 82853, at para. 108 ("*Hermanns Contracting*").

[16] *Matthews*, 2020 SCC 26, at para. 43.

[17] See, e.g., *Sharma v. London Life Insurance Co.* (2005), 45 C.C.E.L. (3d) 302, at paras. 19-20 (Ont. S.C.J.).

[18] *Canadian Pacific Railway Co. v. Zambri*, [1962] S.C.R. 609, 34 D.L.R. (2d) 654 at pp. 616-617. See, e.g., *Anderson v. Total Instant Lawns Ltd.*, 2021 ONSC 2933, at paras. 27-28, 34-37.

[19] *Dunmore v. Ontario (Attorney General)*, 2001 SCC 94, [2001] 3 S.C.R. 1016 at para. 20 ("*Dunmore*"). See, e.g., *Windsor (City) Board of Education v. OSSTF* (1974), 54 D.L.R. (3d) 190, 7 O.R. (2d) 26 (S.C. (H.C.J.)) (re: status of striking teachers and organizers when excluded

(d) If employees do succeed in persuading their employer to agree to common terms of employment, any collective agreement reached is unenforceable at common law.[20] Collectively negotiated terms that are incorporated into individual employment agreements remain subject to ordinary contractual principles, under which an employer is free to (1) engage in individual bargaining and (2) impose unilateral changes to their fundamental terms, to which an employee may be deemed to have assented if they do not have the temerity to object and sue.[21] Unions who try to negotiate and enforce terms on behalf of non-unionized employees through the grievance process are met with objections that they have no standing to advance claims by non-bargaining unit members.[22] Individuals who sue through the civil process face daunting delays in accessing timely and cost-effective workplace justice.[23] And class actions legislation imposes procedural hurdles on the enforcement of contractual rights.[24]

14. An employer does not have to ever actually exercise any of its rights at law for the law to have the effect of undermining solidarity in the workplace and chill associational activity.[25]

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from the Ontario *Labour Relations Act*) and Judy Fudge & Eric Tucker, *Labour Before the Law: The Regulation of Workers' Collective Action in Canada, 1900–1948* (Toronto: Oxford University Press, 2001), ch. 2 (re: historical application of economic torts against trade unions, requiring legislative intervention).

[20] *St. Anne Nackawic Pulp & Paper v. CPU*, [1986] 1 S.C.R. 704, 28 D.L.R. (4th) 1 at para. 25; *Young v. Canadian Northern Ry. Co.*, [1931] A.C. 83, [1931] 1 D.L.R.

[21] *Potter v. New Brunswick Legal Aid Services Commission*, 2015 SCC 10, [2015] 1 S.C.R. 500, at para. 30. See, e.g., *Kosteckyj v. Paramount Resources Ltd*, 2022 ABCA 230, at paras. 81-82 (employee deemed to have assented to unilateral reduction in compensation through failure to object within 25 days).

[22] *CUPE v. PNB*, 2009 NBQB 164, at para. 54.

[23] *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87 at paras. 1, 24-25.

[24] See, e.g., *Kafka v. Allstate Insurance Co. of Canada*, 2012 ONSC 1035 (Div. Ct.) (class action alleging employees constructively dismissed after fundamental changes to compensation structure not certified on the basis that the issues proposed were individual not common issues).

[25] See *Dunmore*, 2001 SCC 94, at paras. 148-149, *per* L'Heureux-Dubé J., concurring.

Particularly in sectors that employ vulnerable workers, it is enough that these rights exist for the law to instill fear in workers and cause them to conclude that risking their livelihood to pursue collective action would be pointless in any event because they could never achieve meaningful change in the workplace.

15. Legislative reform reversed many of the common law rights and liabilities for employees who are unionized or seeking to join a trade union.[26] By the same token, the consequences of being excluded from the predominate *Wagner Act* models are dramatic and far-reaching. Only workers who are seeking to form or join a trade union are, for example, protected against unfair labour practices: unlike the US *Wagner Act*, Canadian labour relations statutes do not affirm the right of all workers to engage in "concerted activity for the purpose of collective bargaining or other mutual aid or protection".[27] And in many cases, only a trade union can compel employers to engage with them under other statutory schemes. Unlike a certified bargaining agent, for example, an employee association has no status under the Ontario *Pay Equity Act* and no statutory right to compel the employer to bargain over pay equity plans and any amendments thereto – even if it represents the majority of employees in the workplace.[28]

B. A unified test under s. 2(d) properly focuses the Court on the purpose and effect of the impugned legislation

16. The CCLA submits that there is not and should not be a separate threshold for negative and positive rights claims.

17. In the past two decades, this Court's jurisprudence has built out the basic elements that s.

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[26] *Health Services and Support – Facilities Subsector Bargaining Assn. v. British Columbia*, 2007 SCC 27, [2007] 2 S.C.R. 391 at paras. 50-53, 55-63 ("*Health Services*").

[27] *National Labor Relations Act*, 29 U.S.C. § 157 (1935). See generally, David Doorey, "Graduated Freedom of Association: Worker Voice Beyond the Wagner Model" (2012) 38:2 Queen's LJ 515, at 525-530.

[28] *Pay Equity Act*, R.S.O. 1990, c. P.7, ss. 1(1), 14(1)-(2), 14.1(1). See also the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, which only provides that a trade union is entitled to appoint the worker representatives of a joint health and safety committee ("**JHSC**"): s. 9(8). The JHSC has significant statutory powers, which is what allows unions to have visibility into and exercise influence over workplace safety through its worker representatives: see, e.g., s. 9(18)(b), (23)s; 43(4); 47(2).

2(d) requires of any constitutionally compliant scheme. These include: the right to create or join an association of an employee's choice that is independent of the employer, as well as "to make collective representations to the employer, and to have those representations considered in good faith, including having a means of recourse should the employer not bargain in good faith".[29]

18. Excluded employees benefit from none of the minimal constitutional guarantees under s. 2(d).[30] To take just one example, neither the common law nor the *Civil Code* have to date required that an employer bargain in good faith with its employees on a collective basis.[31] In *Ontario (Attorney General) v. Fraser*, this Court affirmed that "individuals have a right against the state to a process of collective bargaining in good faith, and … this right requires the state to impose statutory obligations on employers".[32] It upheld the constitutionality of the *Agricultural Employees Protection Act* on the basis that it impliedly required that employers "consider employee representations in good faith" by requiring that employers listen to and/or read employee representations.[33] But for that implied obligation, the scheme would have fallen below s. 2(d)'s minimum requirements.[34]

19. In a world where the *Labour Code* and its provincial counterparts are "the embodiment and legislative vehicle to implement freedom of association in the … workplace",[35] the effect of excluding employees from its ambit will in many cases be to deny them even the most basic constitutional guarantees required under s. 2(d). So long as workers are excluded from collective

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[29] *Mounted Police Association of Ontario v. Canada (Attorney General)*, 2015 SCC 1, [2015] 1 S.C.R. 3 at paras. 98-99 ("*MPAO*"); *Saskatchewan Federation of Labour v. Saskatchewan*, 2015 SCC 4, [2015] 1 S.C.R. 245 at para. 1; *Fraser*, 2011 SCC 20, at para. 42; *Health Services*, 2007 SCC 27, at para. 89.

[30] *Hermanns Contracting*, [2017] O.L.R.B. Rep. 793, at paras. 128-129.

[31] *L'Écuyer c. Côté*, 2013 QCCS 973 at paras. 99-100. At common law, no duty to negotiate in good faith exists absent a special relationship and none has been implied in the employment context to date: *Martel Building Ltd. v. Canada*, 2000 SCC 60, [2000] 2 S.C.R. 860, at para. 73; *978011 Ontario Ltd. v. Cornell Engineering Co.* (2001), 53 O.R. (3d) 783, 198 D.L.R. (4th) 615 (C.A.), at paras. 32, 34, leave to appeal ref'd: [2001] S.C.C.A. No. 315.

[32] *Fraser*, 2011 SCC 20, at para. 73.

[33] *Fraser*, 2011 SCC 20, at paras. 103-104, 106-107.

[34] *Fraser*, 2011 SCC 20, at paras. 104, 106.

[35] *Plourde v. Wal-Mart Canada Corp.*, 2009 SCC 54, [2009] 3 S.C.R. 465 at para. 56.

bargaining, they are instead relegated to the alternative, patchwork scheme of rules described above that – individually and in combination – may substantially interfere with freedom of association and meaningful collective bargaining.

20. Labelling claims by workers excluded from collective bargaining legislation as "positive rights" claims that demand that the state rectify an unsatisfactory private state of affairs ignores the cumulative weight of the choices that have already been made by courts and legislatures. It isolates collective bargaining legislation from the surrounding legal context that otherwise restricts protected associational activity and to which the legislation responds. The real question is not whether and when the state is required to reallocate rights or duties in the employment relationship under the *Charter*, but rather what those rights or duties must be in any constitutionally compliant scheme to respect s. 2(d)'s minimum guarantees.

21. It follows that there is no principled reason to hold that a "positive rights" claim in the s. 2(d) context can only be made out in exceptional circumstances or that workers show that it is otherwise impossible to associate to obtain relief, as the appellants urge this Court to affirm on the strength of this Court's decisions in *Fraser* and *Dunmore v. Ontario (Attorney General)*.

22. As a matter of law, *Dunmore* and *Fraser* do not set the high threshold that the Attorney General of Quebec asserts they do in positive rights cases.[36]

23. Moreover, in *Fraser*, the majority stressed that this Court has "consistently rejected a rigid distinction between 'positive' freedoms and 'negative' rights in the *Charter*."[37] The decision builds on Bastarache J.'s reflections in *Dunmore* about the hidden state action underlying the current state of affairs at common law. After reflecting on the courts' own role in suppressing labour organizing and "whether the distinction between positive and negative state obligations ought to be nuanced in the context of labour relations",[38] Bastarache J. observed that:

> this Court has repeatedly held that the contribution of private actors to a violation of fundamental freedoms does not immunize the state from *Charter* review; rather, such contributions should be considered part of the factual context in which legislation is reviewed... Moreover, this Court has repeatedly held in the s. 15(1) context that the *Charter* may oblige the state to extend underinclusive

[36] See in particular, the discussion in *MPAO*, 2015 SCC 1, at paras. 75-77.
[37] *Fraser*, 2011 SCC 20, at para. 69.
[38] *Dunmore*, 2001 SCC 94, at para. 20.

> statutes to the extent underinclusion licenses private actors to violate basic rights and freedoms... Finally, there has been some suggestion that the *Charter* should apply to legislation which "permits" private actors to interfere with protected s. 2 activity, as in some contexts mere permission may function to encourage or support the act which is called into question… If we apply these general principles to s. 2(*d*), it is not a quantum leap to suggest that a failure to include someone in a protective regime may affirmatively permit restraints on the activity the regime is designed to protect. The rationale behind this is that underinclusive state action falls into suspicion not simply to the extent it discriminates against an unprotected class, but to the extent it substantially orchestrates, encourages or sustains the violation of fundamental freedoms.[39] [Emphasis added, citations omitted.]

24. In the decade after *Dunmore*, this Court's evolving understanding of s. 2(d) correctly led it to abandon separate tests for positive and negative rights claims in the workplace context in favour of a unified approach. In all cases, the relevant question is whether the impugned legislation or scheme, through either its purpose or effect, substantially interferes with the right of employees to associate for the purpose of meaningfully pursuing collective workplace goals.[40] And substantial interference has only one meaning. It requires courts to assess whether the impugned measures "disrupt the balance between employees and employer that s. 2(d) seeks to achieve, so as to substantially interfere with meaningful collective bargaining", whether or not the claim being asserted is a "negative" or "positive" rights claim.[41]

PARTS IV AND V. COSTS AND ORDER SOUGHT

25. The CCLA does not seek costs and asks that no costs be awarded against it. The CCLA takes no position on the ultimate disposition of the appeal.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

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[39] *Dunmore*, 2001 SCC 94, at para. 26.
[40] *MPAO*, 2015 SCC 1, at paras. 67-81.
[41] *MPAO*, 2015 SCC 1, at paras. 70-73, 77.

March 30, 2023

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PART VII. TABLE OF AUTHORITIES

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	Name	Paragraphs
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	Name	Paragraphs
	David J. Doorey & Andrew Hills, "Statutory Unjust Dismissal in Canada: What is the Value of a Lost Job?" (2022) 33:2 King's Law Journal 318.	13(b)
	David Doorey, "Graduated Freedom of Association: Worker Voice Beyond the Wagner Model" (2012) 38:2 Queen's LJ 515.	15
	Judy Fudge, "Constitutional Rights, Collective Bargaining and the Supreme Court of Canada: Retreat and Reversal in the Fraser Case" (2012) 41:1 Indus LJ 1	10
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	Robin Elliot & Robert Grant, "The Charter's Application in Private Litigation" (1989) 23:3 UBC L Rev 459	8

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	Name	Paragraphs
	Act Respecting Labour Standards, CQLR, c. N-1.1	13(b)
	Civil Code, S.Q. 1991, c. 64	13(a)
	Employment Standards Act, R.S.B.C. 1996, c. 113	13(b)
	Employment Standards Act, S.N.B. 1982, c. E-7.2	13(b)
	Employment Standards Act, 2000, S.O. 2000, c. 41	13(b)
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	Employment Standards Code, S.M. 1998, c. 29	13(b)
	Labour Standards Act, R.S.N.L. 1990, c. L-2	13(b)
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	Saskatchewan Employment Act, S.S. 2013, c. S-15.1	13(a)
	Trespass to Property Act, S.S. 2009, c. T-20	13(a)
	Trespass Act, C.C.S.M. C. 156	13(a)
	Trespass Act, R.S.B.C. 2018, c. 3	13(a)
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	Trespass to Property Act, R.S.P.E.I. 1988, c. T-6	13(a)
	Trespass to Property Act, R.S.O. 1990, c. T.21	13(a)

English Version	French Version (where available)

***National Labor Relations Act*, 29 U.S.C. § 157 (1935)**

RIGHTS OF EMPLOYEES

Sec. 7. [§ 157.] Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3).

***Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, ss. 9(8), 9(18)(b), 9(23), 43(4), 47(2).**

Selection of members

9(8) The members of a committee who represent workers shall be selected by the workers they are to represent or, if a trade union or unions represent the workers, by the trade union or unions.
Powers of committee

Powers of committee

9(18) It is the function of a committee and it has power to,

(b) make recommendations to the constructor or employer and the workers for the improvement of the health and safety of workers;

Inspections

9(23) Subject to subsection (24), the members of a committee who represent workers shall designate a member representing workers to inspect the physical condition of the workplace.
Report of refusal to work

Report of refusal to work

43(4) Upon refusing to work or do particular work, the worker shall promptly report the circumstances of the refusal to the worker's employer or supervisor who shall forthwith investigate the report in the presence of the worker and, if there is such, in the presence of one of,

(a) a committee member who represents workers, if any

(b) a health and safety representative, if any; or(c) a worker who because of knowledge, experience and training is selected by a trade union that represents the worker, or if there is no trade union, is selected by the workers to represent them

who shall be made available and who shall attend without delay.

Direction re work stoppage

47(2) A certified member may direct the constructor or employer to stop specified work or to

stop the use of any part of a workplace or of any equipment, machine, device, article or thing if the certified member finds that dangerous circumstances exist.	
***Pay Equity Act*, R.S.O. 1990, c. P.7, ss. 1(1), 14(1)-(2), 14.1(1).** **Interpretation, posting and miscellaneous** **Definitions** **1** (1) In this Act, "bargaining agent" means a trade union as defined in the Labour Relations Act that has the status of exclusive bargaining agent under that Act in respect of any bargaining unit or units in an establishment and includes an organization representing employees to whom this Act applies where such organization has exclusive bargaining rights under any other Act in respect of such employees; **Establishments with bargaining units** **14** (1) In an establishment in which any of the employees are represented by a bargaining agent, there shall be a pay equity plan for each bargaining unit and a pay equity plan for that part of the establishment that is not in any bargaining unit. **Bargaining unit plans** (2) The employer and the bargaining agent for a bargaining unit shall negotiate in good faith and endeavour to agree, before the mandatory posting date, on, (a) the gender-neutral comparison system used for the purposes of section 12; and (b) a pay equity plan for the bargaining unit. **Changed circumstances** **14.1** (1) If, in an establishment in which any of the employees are represented by a bargaining	***équité salariale (Loi sur l')*, L.R.O. 1990, chap. P.7, ss. 1(1), 14(1)-(2), 14.1(1)** **Interprétation, affichage et dispositions diverses** **Définitions** 1 (1) Les définitions qui suivent s'appliquent à la présente loi. «agent négociateur» S'entend d'un syndicat au sens de la Loi sur les relations de travail, en sa qualité d'agent négociateur exclusif aux termes de cette loi à l'égard d'une ou de plusieurs unités de négociation au sein d'un établissement. S'entend en outre d'une organisation qui représente des employés auxquels s'applique la présente loi, si cette organisation est titulaire de droits exclusifs de négociation en vertu d'une autre loi à l'égard de ces employés. **Établissements dotés d'unités de négociation** **14** (1) Il doit être élaboré, dans tout établissement où des employés sont représentés par un agent négociateur, un programme d'équité salariale relié à chaque unité de négociation, ainsi qu'un programme d'équité salariale relié à la partie de l'établissement dont les membres n'appartiennent pas à une unité de négociation. **Programmes reliés à une unité de négociation** (2) L'employeur et l'agent négociateur d'une unité de négociation négocient de bonne foi et s'efforcent de convenir, avant la date d'affichage obligatoire : a) du système non sexiste de comparaison utilisé pour l'application de l'article 12;

agent, the employer or the bargaining agent is of the view that because of changed circumstances in the establishment the pay equity plan for the bargaining unit is no longer appropriate, the employer or the bargaining agent, as the case may be, may by giving written notice require the other to enter into negotiations concerning the amendment of the plan.	b) d'un programme d'équité salariale relié à l'unité de négociation. **Changement de la situation** **14.1** (1) Si, dans un établissement où des employés sont représentés par un agent négociateur, l'employeur ou l'agent négociateur est d'avis qu'en raison d'un changement de la situation au sein de l'établissement, le programme d'équité salariale relié à l'unité de négociation ne convient plus, l'employeur ou l'agent négociateur, selon le cas, peut, sur avis écrit, exiger de l'autre qu'il entame des négociations en vue de modifier le programme.

Employment Standards Legislation

***Employment Standards Act*, R.S.B.C. 1996, c. 113, s. 63**

Liability resulting from length of service

63(1) After 3 consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.

(2)The employer's liability for compensation for length of service increases as follows:

(a) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages;

(b) after 3 consecutive years of employment, to an amount equal to 3 weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.

(3)The liability is deemed to be discharged if the employee

(a)is given written notice of termination as follows:

(i)one week's notice after 3 consecutive months of employment;

(ii)2 weeks' notice after 12 consecutive months of employment;

(iii)3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;

(b)is given a combination of written notice under subsection (3) (a) and money equivalent to the amount the employer is liable to pay, or

(c)terminates the employment, retires from employment, or is dismissed for just cause.

(4)The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by

(a)totalling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,

(b)dividing the total by 8, and

(c)multiplying the result by the number of weeks' wages the employer is liable to pay.

(5)For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at

the beginning of the layoff.

(6)If, after 3 consecutive months of employment, an employee gives notice of termination to the employer and the employer terminates the employment during that notice period, the employer is liable to pay the employee an amount equal to the lesser of

(a)an amount in money equal to the wages the employee would have earned for the remainder of the notice period, or

(b)an amount in money equal to the amount the employer is liable to pay on termination.

***Employment Standards Act*, S.N.B. 1982, c. E-7.2, ss. 29-31**	***Loi sue les norms d'emploi*, L.N.-B. 1982, ch. E-7.2, ss. 29-31**
Application of sections 30 and 31 29 Sections 30 and 31 apply only where employees are not covered by a collective agreement.	**Champs d'application des articles 30 et 31** 29 Les articles 30 et 31 ne s'appliquent que dans le cas où les salariés ne sont pas couverts par une convention collective.
Notice of termination or lay off 30(1)Except where cause for dismissal exists, and subject to subsection (3) and to sections 31 and 32, an employer shall not terminate or lay off an employee without having given at least (a) two weeks notice in writing, where the employee has been employed by the employer for a continuous period of employment of six months or more but less than five years; and (b) four weeks notice in writing, where the employee has been employed by the employer for a continuous period of employment of five years or more.	**Avis de cessation ou de mise à pied** 30(1)Hors le cas où il existe un motif valable de licenciement et sous réserve du paragraphe (3) et des articles 31 et 32, un employeur ne peut cesser l'emploi d'un salarié ou le mettre à pied sans lui avoir donné un avis écrit minimal a) de deux semaines, s'il a travaillé pour l'employeur pendant une période d'emploi continu de six mois ou plus mais moins de cinq ans; et b) de quatre semaines, s'il a travaillé pour l'employeur pendant une période d'emploi continu d'au moins cinq ans.
30(2)Where an employer dismisses an employee for cause the employer shall do so in writing, setting out the reasons for such action, and, subject to section 31, unless this section is complied with no dismissal without notice is valid notwithstanding that cause for such action exists.	30(2)L'employeur qui licencie un salarié pour un motif valable doit le faire par écrit en lui indiquant les motifs de cette mesure et, sous réserve de l'article 31 et à défaut de satisfaire au présent article, le licenciement sans avis n'a aucune validité même s'il existe un motif valable.
30(3)Where an employee is given notice of termination or layoff by the employer but continues to work for the employer for a period of one month or more beyond the end of the notice period, the notice is extinguished and the employer shall only terminate or lay off the employee after giving a new notice in accordance with subsection (1).	30(3)Dans le cas où le salarié après avoir reçu de l'employeur un avis de cessation ou de mise à pied continue à travailler pour l'employeur pendant une période d'un mois ou plus après l'expiration du délai d'avis, l'avis est annulé et l'employeur ne peut cesser l'emploi d'un salarié ou le mettre à pied qu'après lui avoir donné un nouvel avis conformément au

Termination or lay off without notice 31(1) Notwithstanding section 30, an employer may lay off an employee without notice (a) where there is a lack of work, due to any reason unforeseen by the employer at the time notice would otherwise have been given, for such period as the lack of work continues due to that reason; or (b) for any reason, for a period of up to six days. 31(2)Notwithstanding section 30, an employer may terminate or lay off without notice an employee who has refused reasonable alternate employment offered by the employer as an alternative to being terminated or laid off. 31(3)Section 30 does not apply where (a) the termination of the employment relationship is due to the completion by the employee of a definite assignment that the employee was hired to perform over a period not exceeding twelve months, whether or not the exact period was stated in the employment contract; (b) an employee has completed a term of employment that was fixed in the employment contract, unless the employee is employed for a period of three months beyond that period; (c) an employee retires under a bona fide retirement plan; (d) the employee is doing construction work in the construction industry; (e) the termination or layoff results from the normal seasonal reduction, closure or suspension of an operation; or (f) the termination of the employment relationship arises under such other circumstances as are prescribed by regulation.	paragraphe (1). **Cessation ou mise à pied sans avis** 31(1)Par dérogation à l'article 30, un employeur peut mettre à pied un salarié sans avis a) en cas de manque de travail dû à un motif imprévu par l'employeur, au moment où il aurait autrement donné un avis, pendant la période durant laquelle le manque de travail se poursuit pour le même motif; b) pour tout autre motif, pour une période maximale de six jours. 31(2)Par dérogation à l'article 30, un employeur peut licencier ou mettre à pied sans avis un salarié qui a refusé un autre travail raisonnable offert par l'employeur comme alternative à la cessation de l'emploi ou à sa mise à pied. 31(3)L'article 30 ne s'applique pas a) lorsque la cessation de la relation d'emploi est entraînée par l'achèvement par le salarié d'une tâche définie pour laquelle il a été embauché pendant une période maximale de douze mois, que la période exacte ait été ou non indiquée dans le contrat d'emploi; b) lorsque le salarié a achevé une période d'emploi qui était fixée dans le contrat d'emploi, à moins qu'il ne soit employé pour une période de trois mois au-delà de cette période; c) lorsque le salarié prend sa retraite dans le cadre d'un régime de retraite effectif; d) lorsque le salarié effectue des travaux de construction dans l'industrie de la construction; e) lorsque la cessation ou la mise à pied résulte de la réduction, fermeture ou suspension saisonnière normale d'une exploitation; ou f) lorsque la cessation de la relation

	d'emploi résulte de toutes autres circonstances prescrites par règlement.
***Employment Standards Act, 2000,* S.O. 2000, c. 41, ss. 54, 57, 61(1)** **No termination without notice** **54** No employer shall terminate the employment of an employee who has been continuously employed for three months or more unless the employer, (a) has given to the employee written notice of termination in accordance with section 57 or 58 and the notice has expired; or (b) has complied with section 61. **Employer notice period** **57** The notice of termination under section 54 shall be given, (a) at least one week before the termination, if the employee's period of employment is less than one year; (b) at least two weeks before the termination, if the employee's period of employment is one year or more and fewer than three years; (c) at least three weeks before the termination, if the employee's period of employment is three years or more and fewer than four years; (d) at least four weeks before the termination, if the employee's period of employment is four years or more and fewer than five years; (e) at least five weeks before the termination, if the employee's period of employment is five years or more and fewer than six years; (f) at least six weeks before the termination, if the employee's period of	***normes d'emploi (Loi de 2000 sur les),* L.O. 2000, chap. 41, ss. 54, 57, 61(1)** **Aucun licenciement sans préavis** **54** Aucun employeur ne doit licencier un employé qu'il emploie de façon continue au moins depuis trois mois sauf si, selon le cas : a) il lui a donné un préavis de licenciement écrit conformément à l'article 57 ou 58 et le délai de préavis a expiré; b) il s'est conformé à l'article 61. **Délai de préavis de l'employeur** **57** Le préavis de licenciement prévu à l'article 54 se donne : a) au moins une semaine avant le licenciement, si la période d'emploi de l'employé est inférieure à un an; b) au moins deux semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins un an mais de moins de trois ans; c) au moins trois semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins trois ans mais de moins de quatre ans; d) au moins quatre semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins quatre ans mais de moins de cinq ans; e) au moins cinq semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins cinq ans mais de moins de six ans; f) au moins six semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins six ans mais

employment is six years or more and fewer than seven years; (g) at least seven weeks before the termination, if the employee's period of employment is seven years or more and fewer than eight years; or (h) at least eight weeks before the termination, if the employee's period of employment is eight years or more. **Pay instead of notice** **61** (1) An employer may terminate the employment of an employee without notice or with less notice than is required under section 57 or 58 if the employer, (a) pays to the employee termination pay in a lump sum equal to the amount the employee would have been entitled to receive under section 60 had notice been given in accordance with that section; and (b) continues to make whatever benefit plan contributions would be required to be made in order to maintain the benefits to which the employee would have been entitled had he or she continued to be employed during the period of notice that he or she would otherwise have been entitled to receive. 2000, c. 41, s. 61 (1); 2001, c. 9, Sched. I, s. 1 (14).	de moins de sept ans; g) au moins sept semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins sept ans mais de moins de huit ans; h) au moins huit semaines avant le licenciement, si la période d'emploi de l'employé est d'au moins huit ans. **Indemnité tenant lieu de préavis** **61** (1) L'employeur peut licencier l'employé sans préavis ou avec un préavis moindre que celui qu'exige l'article 57 ou 58 si : a) d'une part, il lui verse, sous forme de somme forfaitaire, une indemnité de licenciement égale à la somme à laquelle il aurait eu droit en application de l'article 60 si un préavis avait été donné conformément à cet article; b) d'autre part, il continue de verser les cotisations prévues par des régimes d'avantages sociaux qui seront nécessaires afin de maintenir les avantages dont aurait joui l'employé s'il avait continué d'être employé pendant la période de préavis à laquelle il aurait par ailleurs eu droit.

***Employment Standards Act*, S.P.E.I. 1992, c. 18, s. 29(1), (2), (3), (4)**

29. Termination of employment by employer, notice period

(1) Except where an employer has just cause to terminate an employee, and subject to subsection (2), an employer shall not terminate or lay off an employee who has been employed by the employer for a continuous period of six months or more without having given the employee at least

(a) two weeks notice in writing, where the employee has been employed by the employer for a continuous period of six months or more but less than five years; (b) four weeks notice in writing, where the employee has been employed by the employer for a

continuous period of five years or more but less than ten years;
(c) six weeks notice in writing, where the employee has been employed by the employer for a continuous period of 10 years or more but less than 15 years; or (d) eight weeks notice in writing, where the employee has been employed by the employer for a continuous period of 15 years or more.

Exceptions, termination without notice
(2) Subsection (1) does not apply to (
a) a person who is employed to perform a definite task for a period not exceeding twelve months;
(b) a person who is laid off for a period not exceeding six consecutive days;
(c) a person who has been offered reasonable other employment by his or her employer;
(d) a person who is terminated or laid off for any reason beyond the control of the employer, including
(i) the complete or partial destruction of a plant,
(ii) the destruction or breakdown of machinery or equipment,
(iii) the inability to obtain supplies and materials, or
(iv) the cancellation or suspension of, or inability to obtain, orders for the products of the employer, if the employer has exercised due diligence to foresee and avoid the cause of termination or layoff; or
(e) a person who is terminated or laid off because of labour disputes, weather conditions or actions of any governmental authority that affect directly the operations of the employer.

Amount of pay to which employee entitled
(3) Where an employer discharges or lays off an employee in accordance with subsection (1), the employer shall pay to the employee, in respect of the period of the notice given under that subsection, the wages earned by the employee during that period or a sum equivalent to the employee's normal wages for the number of weeks prescribed by subsection (1) exclusive of overtime, whichever is the greater.

Idem
(4) Where an employer, contrary to subsection (1) discharges or lays off an employee without having given notice required by that subsection, the employer shall pay to the employee a sum equivalent to the employee's normal wages for the number of weeks prescribed by subsection (1) exclusive of overtime.

***Employment Standards* Code, R.S.A. 2000, c. E-9, ss. 55-57**

Options for employer to terminate employment
55(1) An employer may terminate the employment of an employee only by giving the employee
(a) a termination notice under section 56,
(b) termination pay under section 57(1), or
(c) a combination of termination notice and termination pay under section 57(2).

(2) **Termination notice is not required**

(a) if the employment of the employee is terminated for just cause,

(b) when an employee has been employed by the employer for 90 days or less,

(c) when the employee is employed for a definite term or task for a period not exceeding 12 months on completion of which the employment terminates,

(d) when the employee is laid off after refusing an offer by the employer of reasonable alternative work,

(e) if the employee refuses work made available through a seniority system,

(f) if the employee is not provided with work by the employer by reason of a strike or lockout occurring at the employee's place of employment,

(g) when the employee is employed under an agreement by which the employee may elect either to work or not to work for a temporary period when requested to work by the employer,

(h) if the contract of employment is or has become impossible for the employer to perform by reason of unforeseeable or unpreventable causes beyond the control of the employer,

(i) if the employee is employed on a seasonal basis and on the completion of the season the employee's employment is terminated, or

(j) when employment ends in the circumstances described in sections 62 to 64.

Employer's termination notice

56 To terminate employment an employer must give an employee written termination notice of at least

(a) one week, if the employee has been employed by the employer for more than 90 days but less than 2 years,

(b) 2 weeks, if the employee has been employed by the employer for 2 years or more but less than 4 years,

(c) 4 weeks, if the employee has been employed by the employer for 4 years or more but less than 6 years,

(d) 5 weeks, if the employee has been employed by the employer for 6 years or more but less than 8 years,

(e) 6 weeks, if the employee has been employed by the employer for 8 years or more but less than 10 years, or

(f) 8 weeks, if the employee has been employed by the employer for 10 years or more.

Termination pay

57(1) Instead of giving a termination notice, an employer may pay an employee termination pay of an amount at least equal to the wages the employee would have earned if the employee had worked the regular hours of work for the applicable termination notice period.

(2) An employer may give an employee a combination of termination pay and termination notice, in which case the termination pay must be at least equal to the wages the employee would have earned for the applicable termination notice period that is not covered by the notice.

(3) If the wages of an employee vary from one pay period to another, the employee's termination pay must be determined by calculating the average of the employee's wages during the previous 13 weeks in which the employee worked preceding the date of termination of employment.

***Employment Standards Code*, C.C.S.M. c. E110, ss. 61(1), 77(1)**	***Code Des Normes D'Emploi*, C.C.S.M. c. E110, ss. 61(1), 77(1)**
Termination by employer — notice or wage in lieu of notice 61(1) Subject to section 62, an employer who terminates an employee's employment must (a) give the employee notice of the termination (i) in accordance with subsection 67(1) (notice period for group termination), if that subsection applies, or (ii) in any other case, in accordance with the applicable notice period in subsection (2); or (b) pay the employee a wage in lieu of notice, in accordance with sections 77 (amount of wage in lieu of notice) and 86 (wages to be paid within certain time). **Wage in lieu of notice** 77(1) The wage in lieu of notice payable under clause 61(1)(b) must not be less than the wage the employee would have earned during (a) the applicable notice period under subsection 61(2) or 67(1); or (b) if a termination notice was given for less than the applicable notice period, the portion of the notice period for which notice was not given; if the employee had worked his or her regular hours of work for the period.	**Préavis de cessation d'emploi ou salaire tenant lieu de préavis lorsque l'employeur met fin à l'emploi** 61(1) Sous réserve de l'article 62, l'employeur qui met fin à l'emploi de l'employé : a) lui donne un préavis de cessation d'emploi : (i) en conformité avec le paragraphe 67(1), si ce paragraphe s'applique, (ii) en conformité avec la période de préavis applicable indiquée au paragraphe (2), dans les autres cas; b) lui verse un salaire tenant lieu de préavis, en conformité avec les articles 77 et 86. **Salaire tenant lieu de préavis** 77(1) Le salaire tenant lieu de préavis qui est payable en vertu de l'alinéa 61(1)b) ne peut être inférieur au salaire que l'employé aurait gagné s'il avait effectué ses heures normales de travail : a) au cours de la période de préavis applicable visée au paragraphe 61(2) ou 67(1); b) dans le cas où un préavis de cessation d'emploi ne couvrait pas toute la période de préavis applicable, au cours de la partie de la période de préavis non couverte.

***Labour Standards Act*, R.S.N.L. 1990, c. L-2, ss. 52(1), 53(1)(b), 55**

No termination without notice

52. (1) An employer or employee shall not terminate a contract of service unless written notice of termination is given by or on behalf of the employer or employee within the period required by section 55.

Notice unnecessary

53. (1) Section 52 and subsection 57(2) do not apply where

(b) the employer pays to the employee wages equal to the normal wages covering the period of notice that the employer would otherwise be required to give under this Part;

Period of notice

55. (1) The period of notice required to be given by the employer and employee under section 52 is

(a) one week, where the employee has been continuously employed by the employer for a period of 3 months or more but less than 2 years;

(b) 2 weeks, where the employee has been continuously employed by the employer for a period of 2 years or more but less than 5 years;

(c) 3 weeks, where the employee has been continuously employed by the employer for a period of 5 years or more but less than 10 years;

(d) 4 weeks, where the employee has been continuously employed by the employer for a period of 10 years or more but less than 15 years; and

(e) 6 weeks, where the employee has been continuously employed by the employer for a period of 15 years or more.

(2) For the purpose of subsection (1) "continuously employed" includes the employment of seasonal workers who are engaged under a contract of service of 2 or more consecutive seasons of at least 5 months in each season during which the employee is occupationally engaged.

***Saskatchewan Employment Act*, S.S. 2013, c. S-15.1, s, 2-61(1).**

Payments in case of layoffs or terminations

2-61(1) If an employer lays off or terminates the employment of an employee, the employer shall pay to the employee, with respect to the period of the notice required pursuant to section 2-60:

(a) if the employer is not bound by a collective agreement that applies to the employee, the greater of:

(i) the sum earned by the employee during that period of notice; and

(ii) a sum equivalent to the employee's normal wages for that period; or

(b) if the employer is bound by a collective agreement that applies to the employee, the entitlements provided for in the collective agreement.

Trespass Legislation	
Civil Code, S.Q. 1991, c. 64, s. 1457 1457. Every person has a duty to abide by the rules of conduct incumbent on him, according	*Code Civil du Quebec*, S.Q. 1991, c. 64, s. 1457 1457. Toute personne a le devoir de respecter les règles de conduite qui, suivant les

to the circumstances, usage or law, so as not to cause injury to another. Where he is endowed with reason and fails in this duty, he is liable for any injury he causes to another by such fault and is bound to make reparation for the injury, whether it be bodily, moral or material in nature. He is also bound, in certain cases, to make reparation for injury caused to another by the act, omission or fault of another person or by the act of things in his custody.	circonstances, les usages ou la loi, s'imposent à elle, de manière à ne pas causer de préjudice à autrui. Elle est, lorsqu'elle est douée de raison et qu'elle manque à ce devoir, responsable du préjudice qu'elle cause par cette faute à autrui et tenue de réparer ce préjudice, qu'il soit corporel, moral ou matériel. Elle est aussi tenue, en certains cas, de réparer le préjudice causé à autrui par le fait ou la faute d'une autre personne ou par le fait des biens qu'elle a sous sa garde.

***Petty Trespass Act*, R.S.N.L. 1990, c. P-11, ss. 2(1), 4**

Trespass on land

2. (1) A person shall not trespass on land that comprises

(a) the premises of a shop, store, shopping mall or shopping plaza or the premises used in connection with the preceding for parking or other purposes;

(b) the premises of a factory, warehouse, storage area for vehicles, appliances or equipment or a supplier of services, and the premises used in connection with the preceding for parking or other purposes;

(c) the premises of a school, vocational school, college, institute, the Memorial University of Newfoundland, the Marine Institute, the various community colleges in the province or the premises used in connection with the preceding facilities for parking or other purposes; or

(d) the premises used for another industrial, commercial, business or educational purpose and the premises used in connection with the preceding for parking or other purposes,

with respect to which the person has had notice by word of mouth, or in writing or by posters or signboards, not to trespass.

Apprehension without warrant

4. A person who is found committing a trespass to which this Act applies may be apprehended without warrant by a peace officer or by

(a) the owner or occupier of the land on which the trespass is committed or his or her employee; or

(b) a person authorized by the owner or occupier of the land,

and taken immediately before the nearest Provincial Court judge to be dealt with according to

law.

***Trespass Act*, C.C.S.M. C. 156, s.1(1)(b)** **Trespassing offence** 1(1) Subject to subsections (1.1) to (5), a person commits an offence who (b) enters on lands or premises other than those referred to in clause (a) after the owner, tenant or occupier has told them not to do so, or remains on the lands or premises after the owner, tenant or occupier has asked them to leave.	***Loi sur l'intrusion*, c. T156 de la C.P.L.M., s. 1(1)(b)** **Infraction** 1(1) Sous réserve des paragraphes (1.1) à (5), commet une infraction quiconque : b) pénètre dans un lieu ou sur un bien-fonds qui n'est pas visé à l'alinéa a) après que le propriétaire, le locataire ou l'occupant lui a demandé de ne pas le faire ou y reste après que le propriétaire, le locataire ou l'occupant lui a demandé de quitter.

***Trespass to Property Act*, R.S.P.E.I. 1988, c. T-6, ss. 2(1)(e), 3, 5(1)**

2. **Prohibition of entry or certain activity on premises**
(1) Every person who, without legal justification, whether conferred by an enactment or otherwise, or without the permission of the occupier or a person authorized by the occupier, the proof of which rests upon the person asserting justification or permission,

(e) enters on premises where entry is prohibited by notice; or

3. **Offence to remain after request to leave**
Every person who, without legal justification, whether conferred by an enactment or otherwise, remains on premises after being directed to leave by the occupier of the premises or a person authorized by the occupier is guilty of an offence and is liable on summary conviction to a fine of not less than $200 and not more than $2,000.

5. **Arrest and detention**
(1) A police officer may arrest a person for an offence under the Act and detain that person in custody after the arrest if on reasonable and probable grounds he believes that the arrest and detention is necessary

(a) to prevent the continuation or repetition of the offence; or
(b) to establish the identity of the person.

***Protection of Property Act*, R.S.N.S. 1989, c. 363, ss. 4, 6(1)**

Remaining on premises after request to leave

4 Every person who, without legal justification, whether conferred by an enactment or otherwise, remains on premises after being directed to leave by the occupier of the premises or a person authorized by the occupier is guilty of an offence and is liable on summary conviction to a fine of not more than five hundred dollars.

Arrest and detention

6 (1) A police officer may arrest a person for an offence under this Act and detain that person in custody after the arrest if on reasonable and probable grounds he believes that the arrest and detention is necessary to

(a) prevent the continuation or repetition of the offence; or

(b) establish the identity of the person.

***Trespass to Property Act*, S.S. 2009, c. T-20, ss. 3(1)(c), 12.**

Trespass prohibited

3(1) Without the consent of the occupier of a premises, no person who is not acting under a right or authority conferred by law shall:

(c) after being requested either orally or in writing by the occupier to leave the premises, fail to leave the premises as soon as is practicable;

Arrest without warrant

12 A peace officer may arrest without warrant any person found in or on premises if the peace officer believes on reasonable grounds that the person is contravening any provision of this Act.

***Trespass Act*, R.S.B.C. 2018, c. 3, ss. 2(1), 7**

Trespass prohibited

2(1)Subject to section 3, a person who does any of the following commits an offence:

(a)enters premises that are enclosed land;

(b)enters premises after the person has had notice from an occupier of the premises or an authorized person that the entry is prohibited;

(c)engages in activity on or in premises after the person has had notice from an occupier of the premises or an authorized person that the activity is prohibited.

Arrest without warrant

7(1)In this section, "peace officer" means

(a)a peace officer, as described in paragraph (c) of the definition of "peace officer" in section 29 of the Interpretation Act, or

(b)a conservation officer, as defined in section 1 (1) of the Environmental Management Act.

(2)A peace officer may arrest without warrant a person found on or in premises if the peace officer believes on reasonable and probable grounds that the person is committing an offence under section 2 [trespass prohibited] in relation to the premises.

(3)If a peace officer believes on reasonable and probable grounds that a person has committed an offence under section 2 and has recently departed from the premises, the peace officer may arrest the person without warrant if

(a)the person refuses to give the person's name and address to the peace officer on demand, or

(b)the peace officer believes on reasonable and probable grounds that the name or address given by the person to the peace officer is false.

Trespass Act, R.S.N.B. 2012, c. 117, ss. 3, 10	*Loi sur les actes d'intrusion*, L.R.N.-B. 2012, ch. 117, ss. 3, 10
Trespass on premises 3(1)No person shall trespass on the following premises, with respect to which the person has had notice from an authorized person not to trespass: (a) the premises of a shop, store, shopping mall or shopping plaza; (b) the premises of a school, vocational school, university, college, trade school or other premises used for educational purposes; or (c) the premises of a facility operated as a place of shelter from domestic violence. 3(2)For the purposes of subsection (1), a person has notice not to trespass when he or she has been given notice by word of mouth or in writing to refrain from entering or from remaining on the premises, and the notice shall be deemed to have been given by an authorized person under this Act until the contrary is proved.	**Intrusion dans des lieux** 3(1)Nul ne peut faire intrusion s'il a reçu d'une personne autorisée avis d'interdiction de commettre une intrusion : a) dans les lieux d'une boutique, d'un magasin ou d'un centre commercial; b) dans les lieux d'une école, d'une école professionnelle, d'une université, d'un collège, d'une école de métiers ou dans d'autres lieux utilisés à des fins éducationnelles; c) dans les lieux d'un établissement exploité en tant qu'abri contre la violence conjugale. 3(2)Aux fins d'application du paragraphe (1), une personne a reçu avis d'interdiction de commettre une intrusion dans des lieux dès qu'une personne autorisée lui a donné avis verbal ou écrit de s'abstenir d'y entrer ou de s'y maintenir et, jusqu'à preuve du contraire, l'avis est réputé avoir été donné par une personne autorisée en vertu de la présente loi.
Identification and arrest 10(1)An owner or occupier of premises or of forest land or any land referred to in subsection 5(1) or section 6 may require any person the owner or occupier believes on reasonable grounds to have committed an offence under this Act to identify himself or herself. 10(2)If a person required under this section to identify himself or herself fails or refuses to do so, or if there are reasonable grounds to believe that the identification given is false, the owner or occupier may arrest the person without warrant to establish his or her identity for purposes of a prosecution under this Act. 10(3)Subject to subsection (4), the person who makes the arrest under this section shall, as soon as practicable, deliver the person arrested to a peace officer, and the peace officer to whom the person arrested is delivered shall be	**Demande d'identité et arrestation** 10(1)Le propriétaire ou l'occupant des lieux, d'unes terre forestière ou d'une terre mentionnée au paragraphe 5(1) ou à l'article 6 peut exiger de toute personne qu'elle décline son identité, si des motifs raisonnables et probables lui permettent de croire qu'elle a commis l'infraction à la présente loi de décliner de s'identifier. 10(2)Lorsque la personne requise en vertu du présent article de s'identifier omet ou refuse de le faire ou que des motifs raisonnables et probables permettent de croire que l'identité fournie est fausse, le propriétaire ou l'occupant peut procéder à son arrestation sans mandat pour établir son identité aux fins d'une poursuite intentée sous le régime de la présente loi.

deemed to have arrested the person and shall proceed in accordance with the Provincial Offences Procedure Act. 10(4)If the identity of the person apprehended under this section is established before the person is delivered to a peace officer, the person shall be released.	10(3)Sous réserve du paragraphe (4), la personne qui procède à l'arrestation en vertu du présent article livre le plus tôt possible la personne arrêtée à un agent de la paix, et l'agent de la paix à qui est livrée une personne arrêtée est réputé avoir arrêté cette personne et se conforme à la Loi sur la procédure applicable aux infractions provinciales. 10(4)Est relâchée la personne arrêtée en vertu du présent article dont l'identité est établie avant qu'elle soit livrée à un agent de la paix.

***Trespass to Premises Act*, R.S.A. 2000, c. T-7, ss. 2(1), 3(1), 5(1)-(2)**

Trespass
2(1) No person shall trespass on premises with respect to which that person has had notice not to trespass.

Offences and penalties
3(1) A trespasser, whether or not any damage is caused by the trespass, is guilty of an offence and liable

(a) in the case of an individual,

(i) for a first offence, to a fine not exceeding $10 000, or to imprisonment for a term not exceeding 6 months, or to both a fine and imprisonment, and

(ii) for a 2nd or subsequent offence in relation to the same premises, to a fine not exceeding $25 000, or to imprisonment for a term not exceeding 6 months, or to both a fine and imprisonment,

and

(b) in the case of a corporation, to a fine not exceeding $200 000.

Arrest without warrant
5(1) A trespasser may be apprehended without warrant by

(a) any peace officer, or

(b) the owner or an authorized representative of the owner of the premises in respect of which the trespass is committed.

(2) Where a person other than a peace officer apprehends a trespasser, that person shall deliver that trespasser to a peace officer as soon as practicable.

***Trespass to Property Act*, R.S.O. 1990, c. T.21, ss. 2(1), 9(1)-(2)**	***entrée sans autorisation (Loi sur l'), L.R.O. 1990, chap. T.21, ss. 2(1), 9(1)-(2)**
Trespass an offence	**L'entrée sans autorisation est une infraction**

2 (1) Every person who is not acting under a right or authority conferred by law and who, (a) without the express permission of the occupier, the proof of which rests on the defendant, (i) enters on premises when entry is prohibited under this Act, or (ii) engages in an activity on premises when the activity is prohibited under this Act; or (b) does not leave the premises immediately after he or she is directed to do so by the occupier of the premises or a person authorized by the occupier, is guilty of an offence and on conviction is liable to a fine of not morArrest without warrant on premises **Arrest without warrant on premises** 9 (1) A police officer, or the occupier of premises, or a person authorized by the occupier may arrest without warrant any person he or she believes on reasonable and probable grounds to be on the premises in contravention of section 2. **Delivery to police officer** (2) Where the person who makes an arrest under subsection (1) is not a police officer, he or she shall promptly call for the assistance of a police officer and give the person arrested into the custody of the police officer. e than $10,000.	**2** (1) Est coupable d'une infraction et passible, sur déclaration de culpabilité, d'une amende d'au plus 10 000 $ quiconque n'agit pas en vertu d'un droit ou d'un pouvoir conféré par la loi et : a) sans la permission expresse de l'occupant, permission dont la preuve incombe au défendeur : (i) ou bien entre dans des lieux lorsque l'entrée en est interdite aux termes de la présente loi, (ii) ou bien s'adonne à une activité dans des lieux lorsque cette activité est interdite aux termes de la présente loi; b) ne quitte pas immédiatement les lieux après que l'occupant des lieux ou la personne que celui-ci a autorisée à cette fin le lui a ordonné. **Arrestation sans mandat sur les lieux** **9** (1) Un agent de police, l'occupant des lieux ou une personne que ce dernier a autorisée à cet effet, peut arrêter sans mandat une personne qu'il croit, pour des motifs raisonnables et probables, être sur les lieux en contravention de l'article 2. **Garde de la personne arrêtée confiée à un agent de police** (2) Lorsque la personne qui procède à une arrestation aux termes du paragraphe (1) n'est pas un agent de police, elle doit rapidement requérir l'aide d'un agent de police et lui confier la garde de la personne arrêtée.