Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

ONTARIO NURSES' ASSOCIATION, ERIN ARISS and ANDREA KAY
Applicants

and

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by THE ATTORNEY GENERAL OF ONARIO, MINSTER OF LABOUR, IMMIGRATION, TRAINING AND SKILLS DEVELOPMENT, MINISTER OF HEALTH and MINISTER OF LONG-TERM CARE
Respondent

APPLICATION UNDER Rule 14.05(3) of the *Rules of Civil Procedure* and the *Canadian Charter of Rights and Freedoms*, sections. 1, 2(d), 24 and *The Constitution Act, 1982*, s. 52

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In writing
☒ In person
☐ By telephone conference
☐ By video conference

at the following location:

330 University Avenue, Toronto, ON M5G 1R7

on a day to be set by the Registrar.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue
Toronto, ON M5G 1R7

TO: **His Majesty the King in Right of Ontario**
Attorney General of Ontario
Crown Law Office - Civil
McMurtry-Scott Building
720 Bay Street, 8th Floor
Toronto, ON M7A 2S9

AND TO: **Minster of Labour, Immigration, Training and Skills Development**
Ministry of Labour, Immigration, Training and Skills Development
400 University Avenue, 14th Floor
Toronto, ON M7A 1T7

AND TO: **Minister of Health**
Ministry of Health
777 Bay Street, 5th Floor
Toronto, ON M7A 2J3

AND TO: **Minister of Long-Term Care**
Ministry of Long-Term Care
400 University Avenue, 6th Floor
Toronto, ON M5G 1S5

APPLICATION

1. **The Applicants make application for:**

(a) A Declaration that the *Hospital Labour Disputes Arbitration Act*, R.S.O. 1990, c. H 14 ("*HLDAA*"), in particular sections 1, 1.1, 2, 4, 9, and 11 ("impugned provisions"), breaches the *Canadian Charter of Rights and Freedoms*, *The Constitution Act, 1982*, Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11 ("*Charter*") by violating the fundamental right to freedom of association as guaranteed under s. 2(d) of the *Charter* in such a manner that cannot be saved under s. 1 of the *Charter*;

(b) A Declaration that the impugned provisions are unconstitutional and of no force and effect under s. 52 of *The Constitution Act, 1982* to the extent of their inconsistency with the *Charter*;

(c) Damages under s. 24(1) of *The Constitution Act, 1982*;

(d) The costs of this proceeding, plus all applicable taxes;

(e) Pre-judgment interest in accordance with s. 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(f) Post-judgment interest in accordance with s. 129 of the *Courts of Justice Act*; and

(g) Such further and other relief under s. 24(1) and s. 52 of *The Constitution Act, 1982* as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

A. Applicants

2. The Applicant, the Ontario Nurses' Association ("ONA"), is a trade union pursuant to the *Labour Relations Act, 1995*, SO 1995, c.1 ("*LRA*"). Since its founding in 1973, ONA has grown to be the bargaining agent representing over 68,000 Registered Nurses ("RNs"), Nurse Practitioners ("NPs"), Registered Practical Nurses ("RPNs") (collectively, "nurses"), and other professionals, including Respiratory Therapists, Occupational Therapists, Physiotherapists, Radiation Therapists and other health care workers across Ontario, as well as approximately 18,000 nursing student affiliates.

3. ONA's members provide health care in hospitals, long-term care homes, home and community care, public health and other health care settings in Ontario. ONA is a party to approximately 550 collective agreements on behalf of its members across the province.

4. ONA's members are over 90% women. Employment in the health care sector has historically been and continues to be highly sex-segregated as a result of the traditional association of care work with women's work. Occupations with higher concentrations of women have a lower earnings distribution as compared to occupations that are predominantly male or associated with traditionally male work.

5. The Applicant, Erin Ariss, is the elected Provincial President of ONA. She has been President of ONA since May 2023 and was previously a Regional Vice President on ONA's Provincial Board of Directors from 2022 to 2023. She has been registered as a RN in Ontario since 2002.

6. The Applicant, Andrea Kay, is the Chief Executive Officer ("CEO") of ONA. She has been employed as staff with ONA since 2012 and has been directly involved in Collective Bargaining for ONA's members in various roles and capacities since that time. She has been registered as a RN in Ontario since 1996**.**

B. Respondents

7. The Respondent, the Attorney General ("AG") of Ontario, is the proper party to be named when a declaration of constitutional invalidity is sought with respect to Ontario legislation.

8. The Respondent Minister of Labour is designated to exercise powers under *HLDAA*, and the Respondents Minister of Health and Minister of Long-Term Care are the primary government funders of the employers in respect of which ONA holds bargaining rights. As such they are properly named as Respondents.

9. Notice of this Application pursuant to the *Crown Liability Proceedings Act, 2019*, SO 2019 c 7, Sch 7, was given to the Respondents on April 8, 2026.

C. *Hospital Labour Disputes Arbitration Act* Removes Right to Strike

10. Over 90% of ONA's members are subject to *HLDAA*, which prohibits ONA's predominantly female members from engaging in any form of strike activity.

11. Unionized employees generally have the right to strike in Ontario. Strike activity is broadly defined under the *LRA* and includes not only the full withdrawal of labour but also lesser forms of collective job action, such as a refusal to work overtime and working to rule.

12. The Supreme Court of Canada recognizes the right to strike as an essential component of the right to a meaningful collective bargaining process, and as protected by the guarantee of freedom of association in s. 2(d) of the *Charter*.

13. However, since 1965 in most of the health care sector, *HLDAA* has removed the right to strike from the vast majority of health care workers in Ontario. Section 11 of *HLDAA* prohibits strikes by all "hospital employees":

> 11 (1) Despite anything in the *Labour Relations Act, 1995*, no hospital employees to whom this Act applies shall strike and no employer of such employees shall lock them out.

14. For the purpose of *HLDAA*'s application, s. 1(1) the *Act* defines "hospital" very broadly:

> "hospital" means any hospital, sanatorium, long-term care home or other institution operated for the observation, care or treatment of persons afflicted with or suffering from any physical or mental illness, disease or injury from the observation, care or treatment of convalescent or chronically ill persons, whether or not it is granted aid out of moneys appropriated by the Legislature and whether or not it is operated for private gain

15. Section 1(1) of the *Act* also defines "hospital employees" as "a person employed in the operation of a hospital".

16. Section 2 provides that *HLDAA* applies to "any hospital employees to whom the *Labour Relations Act, 1995* applies, to the trade unions and councils of trade unions that act or purport to act for or on behalf of any such employees, and to the employers of such employees".

17. Section 4 of the *Act* provides that where a "conciliation officer has been unable to effect a collective agreement, the matters in dispute between the parties shall be decided by arbitration in

accordance with this *Act*", thereby making interest arbitration the sole and mandatory dispute resolution mechanism under *HLDAA*.

18. Section 9 sets out the duty of the arbitration board as follows:

> **Duty of board**
>
> 9 (1) The board of arbitration shall examine into and decide on matters that are in dispute and any other matters that appear to the board necessary to be decided in order to conclude a collective agreement between the parties, but the board shall not decide any matters that come within the jurisdiction of the Ontario Labour Relations Board.
>
> 9 (1.1) In making a decision or award, the board of arbitration shall take into consideration all factors it considers relevant, including the following criteria:
>
> 1. The employer's ability to pay in light of its fiscal situation.
>
> 2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased.
>
> 3. The economic situation in Ontario and in the municipality where the hospital is located.
>
> 4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
>
> 5. The employer's ability to attract and retain qualified employees.

19. Pursuant to these provisions, *HLDAA* prohibits all employees of hospitals, long-term care homes and other facilities captured within the broad statutory definition of "hospital", including all ONA-represented employees working in these facilities, from engaging in any form of strike activity and imposes mandatory interest arbitration as the sole avenue for resolving collective bargaining impasses.

20. Interest arbitration under *HLDAA* is further constrained by the statutory criteria set out in s. 9(1.1) of the *Act*, rather than being determined according to the parties' bargaining priorities. The statutory criteria weigh heavily in favour of the employer's economic considerations and include the requirement to consider terms and conditions of employment of comparable employees, which serves to perpetuate existing conditions of work in a sector.

D. Legislative History

1. *Royal Commission on Compulsory Arbitration in Disputes Affecting Hospitals and Their Employees*

21. Prior to 1965, hospital workers in Ontario were subject to the *LRA*, the statutory regime governing collective bargaining and labour relations for the vast majority of workers in Ontario. Under the predecessor legislation to the current *LRA*, hospital workers had the right to strike and hospital employers had the right to engage in lockouts to resolve bargaining impasses.

22. Following two hospital strikes in 1963-1964, the government of Ontario ("Province") initiated a Royal Commission "to inquire into and report on the feasibility and desirability of applying compulsory arbitration in the settlement of disputes between Labour and Management over the negotiation and settlement of terms of collective agreements affecting hospitals and their employees".

23. The Commission reviewed available options for collective bargaining dispute resolution, and a majority of the Commissioners made the following four recommendations to the Province:

(a) Enacting legislation that would give the Lieutenant Governor-in-Council the discretion to impose compulsory arbitration before a tripartite board where (a)

adequate patient care was threatened by a stoppage, or (b) one of the parties had not bargained in good faith and the other had requested arbitration. Only when compulsory arbitration was invoked could a strike or lockout be prohibited.

(b) Amending the *LRA* such that a strike or lockout may not take place until 14 days' notice has been given, and a report has been completed by the conciliation board or mediator (where appropriate). Upon receipt of such notice by either party, the Minister of Labour may appoint a mediator(s). The parties may cause a lockout or strike 7 days after the receipt of the mediation report.

(c) Recognizing a hospital dispute as a special category and strengthening the remedy of conciliation set out in the *LRA* for such disputes.

(d) Repealing s. 89 of the then applicable *LRA* to the extent that it deprived hospitals and its employees of the protections under the *LRA*.

24. Notably, the Royal Commission did not recommend a complete prohibition of strikes in the hospital sector.

25. Commenting on this history and the legislation ultimately enacted following the *Royal Commission Report*, the Supreme Court of Canada stated in *CUPE v Ontario*, 2003 SCC 29: "The government of the day concluded that *any* strike at a hospital (defined to include nursing homes) must inevitably affect patient care (the 'paramount' consideration) and proposed that the *HLDAA* extend compulsory arbitration to prohibit *all* hospital strikes or lockouts, i.e. well beyond the more limited role seen in the Commissioners' recommendations".

2. Passage of and Amendments to *HLDAA*

26. In 1965, following the *Royal Commission Report*, the Legislature passed the *Act to Provide for the Settlement by Arbitration of Labour Disputes in Hospitals*, which prohibited all strikes and lockouts in hospitals and imposed compulsory arbitration where a hospital and union were unable to conclude a collective agreement within specified time frames. In this original iteration of the legislation, a "hospital" was defined as: "any hospital, sanitorium or other institution operated for the observation, care or treatment of persons afflicted with or suffering from any physical or mental illness, disease or injury or for the observation, care or treatment of convalescent or chronically ill persons, whether or not it is granted aid out of moneys appropriated by the Legislature and whether or not it is operated for private gain".

27. Since its introduction, the *Act* has undergone numerous amendments, the most relevant of which include:

(a) In 1969, the definition of "hospital" was expanded to expressly include "nursing homes" and "homes for the aged", as well as infrastructure exclusively supporting multiple hospitals including central laundries, central heating plants and central power plants;

(b) In 1996, the *Act* was amended to require a board of arbitration under *HLDAA* to take into consideration all factors it considers relevant in making an award, but specifically including the factors now in s. 9(1.1) of the *Act*, as set out above in paragraph 18.

(c) In 2007, the definition of "hospital" was amended to replace reference to "nursing homes" and "homes for the aged" with "long-term care home" and to include the newly created Ontario Agency for Health Protection and Promotion.

(d) In 2018, the *Act* was amended to expand its application to Canadian Blood Services.

28. The overall effect of these amendments to *HLDAA* has been to increase the breadth of its application in the decades since its enactment, such that it now expressly applies to long-term care homes and specified organizations in addition to applying to all "other institutions" captured within the expansive statutory definition of "hospital". The addition of the statutory criteria in s. 9(1.1) further requires an interest arbitrator to consider factors external to the workplace parties' bargaining priorities and bargaining power, such as broader economic circumstances and working conditions of comparable employees, thereby diminishing the importance of the parties' negotiating priorities in resolving their collective bargaining dispute.

E. Overview of Collective Bargaining under *HLDAA*

29. Given the broad definition of "hospital" under *HLDAA*, over 90% of ONA's members are subject to the *Act* and are prohibited from engaging in any strike activity. Only a few, comprising approximately 9-10% of ONA members, are exempted from the application of *HLDAA*. They predominantly work in small workplaces and bargaining units concentrated in areas such as home care agencies, family health teams, public health, and the Ontario Health atHome sector.

1. Hospital Sector

30. ONA represents approximately 65,000 nurses and allied health professionals employed in hospitals across Ontario, with bargaining units in approximately 140 hospitals. Since 1980, ONA has participated in provincial bargaining through negotiations with the Ontario Hospital Association ("OHA"), a representative membership organization that bargains on behalf of Participating Hospitals. Approximately 127 Participating Hospitals were engaged in the most recent round of provincial Hospital collective bargaining in 2025, representing approximately 131 bargaining units. The remaining hospitals bargain collective agreements separately outside the provincial collective bargaining process with ONA.

31. ONA also negotiates a Local Agreement with each Participating Hospital to address issues outside the agreed scope of the provincial bargaining process. Together, the provincial and local provisions comprise the collective agreement for each Participating Hospital.

32. Since 1980, ONA has engaged in 21 rounds of provincial Hospital collective bargaining with the OHA. Of those rounds only 6, or less than one-third, have resulted in freely negotiated collective agreements. The substance of the remaining 15 collective agreements were adjudicated by interest arbitration under *HLDAA*.

33. ONA reached its last freely negotiated provincial Hospital agreement in respect of the 2008-2011 term, with these negotiations concluding over 18 years ago, in February 2008. Since this time, every provincial Hospital collective agreement has been determined by interest arbitration.

2. Long-Term Care Sector

34. ONA represents over 4,000 RNs and other health care workers in or about 387 long-term care facilities across Ontario. This includes health care workers employed by municipally owned long-term care homes, as well as nursing homes owned by charities and for-profit corporations.

35. Since 1991, ONA has engaged in 16 rounds of provincial collective bargaining with Participating Nursing Homes. Provincial negotiations result in a Participating Nursing Homes Template Agreement, which is adopted by each of the long-term care homes that participate in the provincial collective bargaining process and provides a model collective agreement that significantly influences agreements with non-participating long-term care homes.

36. Negotiations for the 2026 collective agreement have reached an impasse and the upcoming Participating Nursing Homes Template Agreement will be determined by interest arbitration under *HLDAA*. The interest arbitration hearing was held in June 2026 and the parties are awaiting the Interest Arbitrator's decision.

37. Of 16 concluded rounds of provincial collective bargaining in this sector, only 6 have resulted in freely negotiated collective agreements without resort to interest arbitration. In addition, the first round of provincial collective bargaining, for the 1991-1993 term, resulted in a mediated settlement for the first two years of the collective agreement term but required interest arbitration to resolve compensation for the third year.

38. The remaining 9 collective agreements were adjudicated by interest arbitration under *HLDAA*. The last freely negotiated collective agreement between ONA and the Participating

Nursing Homes was in respect of the 2018-2021 collective agreement term, with negotiations concluding in or around March 2019.

3. Other "Hospitals" under *HLDAA*

39. While the vast majority of ONA's members are covered by the provincial collective agreements between ONA and the Participating Hospitals or by the Participating Nursing Homes Template, ONA's experience in other sectors covered by *HLDAA* similarly demonstrates that these collective agreements are largely determined by interest arbitration and are not freely negotiated.

4. Compulsory Interest Arbitration Undermines Good Faith Bargaining and Reduces the Likelihood of Negotiated Agreements

40. *HLDAA* has historically and continues to deprive affected employees of a meaningful process of collective bargaining, including as follows:

(a) Undermining and disincentivizing good faith bargaining as required by the *LRA*;

(b) Reducing the likelihood of reaching freely negotiated collective agreements; and

(c) Undermining ONA's bargaining power to meaningfully pursue its members' priority issues, including in the 2020-2025 period when nurses were widely hailed as "health care heroes" during the COVID-19 pandemic and its aftermath but unable to leverage that recognition into a meaningful collective bargaining process on priority issues.

41. ONA's efforts to improve working conditions for its members occur in the context of chronic recruitment and retention challenges in health care, leading to widespread understaffing

as recognized by numerous government reports, including the *Premier's Council on Improving Health Care and Ending Hallway Medicine*, the Office of the Auditor General's *Audit of Emergency Departments*, the *Public Inquiry into the Safety and Security of Residents in the Long-Term Care Homes System*, and Ontario's *Long-Term Care COVID-19 Commission*.

42. Chronic understaffing and insufficient compensation further reinforce the cycle of recruitment and retention challenges, erode working conditions for ONA's members, and negatively impact the availability and quality of public health care for the people of Ontario.

F. The *Act* Substantially Interferes with Meaningful Collective Bargaining and Violates s. 2(d) of the *Charter*

43. The complete prohibition of strike activity for the predominantly female workers covered by *HLDAA* substantially interferes with their right to a meaningful collective bargaining process, violates s. 2(d) of the *Charter*, and cannot be saved by s. 1.

1. Section 2(d): Freedom of Association

44. Section 2(d) of the *Charter* guarantees freedom of association to everyone in Canada and protects a meaningful process of collective bargaining. This includes the right to strike, as confirmed by the Supreme Court of Canada in *Saskatchewan Federation of Labour v. Saskatchewan*, 2015 SCC 4 ("*SFL*").

45. The guarantee of freedom of association protects individuals from substantial state interference with workers' ability to act collectively through their union to pursue workplace goals, exert meaningful influence over their working conditions, and to engage in collective strike action

to resolve collective bargaining impasses. Collective bargaining and the activities of workplace associations are recognized as important social and democratic values, which are required to promote industrial peace and alleviate workplace inequality between employers and employees. These values and policy objectives are widely recognized by the *Charter*, courts, and legislatures.

46. This recognition of the fundamental right to a meaningful collective bargaining process, including the right to strike, is also consistent with Canada's international legal obligations. Canada is a signatory to binding international instruments, including the *International Covenant on Civil and Political Rights* ("*ICCPR*"), the *International Covenant on Economic, Social and Cultural Rights* ("*ICESCR*"), the *Freedom of Association and Protection of the Right to Organise Convention, 1948* ("*ILO Convention No. 87*") and *ILO Convention No. 98 (Right to Organise and Bargain Collectively)*.

47. In 2026, the International Court of Justice explicitly confirmed that *ILO Convention No. 87* protects the right to strike as a fundamental aspect of workers' right to engage in associational activities to advance their interests at work.

48. Legislation that prohibits unionized workers' ability to strike after the expiry of a collective agreement substantially interferes with the right to meaningful collective bargaining protected under s. 2(d) of the *Charter*.

49. Despite the SCC's recognition in its 2015 *SFL* decision that the right to strike is constitutionally protected as part of the right to a meaningful process of collective bargaining, the Legislature chose to further expand the application of *HLDAA* in 2018 by explicitly including Canadian Blood Services within its ambit.

50. The 2018 expansion of *HLDAA* to include Canadian Blood Services, which came after the 2015 *SFL* decision, was clearly unconstitutional. Further, when the Legislature reopened the *Act* to make this change, it either knew the *Act* was unconstitutional or was reckless or wilfully blind to its unconstitutionality, yet it did not take any steps at this time to ensure that the *Act* was consistent with the SCC's recognition of the right to strike as constitutionally protected under s. 2(d) of the *Charter*.

51. The prohibition of strikes by unionized workers under *HLDAA*:

(a) substantially interferes with workers' ability to meaningfully negotiate important terms and conditions of employment;

(b) substantially undermines workers' and their trade union's bargaining power;

(c) substantially undermines employers' duty to bargain in good faith; and

(d) substantially interferes with workers' right to a meaningful collective bargaining process under s. 2(d) of the *Charter*.

52. Specifically, the foregoing substantial impacts of *HLDAA* occur in the following ways:

(a) Section 11 prohibits any form of strike activity, contrary to the constitutionally protected nature of the right to strike as an element of the right to meaningful collective bargaining;

(b) The application of the *Act* is overbroad in light of the expansive statutory definition of "hospital" in s. 1(1), coupled with the express inclusion of other specified

institutions, which have the combined effect of barring over 90% of health care workers in Ontario from engaging in any form of collective job action;

(c) Section 4 of the *Act* mandates that any collective bargaining dispute be resolved by way of compulsory interest arbitration, thereby creating overreliance on third party dispute resolution and a corresponding corrosive effect on meaningful and good faith collective bargaining; and

(d) Section 9(1.1) displaces the parties' bargaining priorities and bargaining power as primary considerations in determining a collective agreement and requires interest arbitrators to consider factors external to the workplace parties in a manner that perpetuates the status quo of established terms and conditions in a sector.

2. Violation of s. 2(d) Cannot Be Justified under Section 1

53. Section 1 of the *Charter* requires that the government justify any infringements on constitutional rights as "reasonable limits" in a "free and democratic society". In order to be reasonable, any such limits must have a pressing and substantial objective and the measures chosen must be proportional to the infringement.

54. The violation of the Applicants' s. 2(d) *Charter* rights is not justifiable under s. 1 of the *Charter* as a reasonable limit in a free and democratic society, including for the following reasons:

(a) *HLDAA*'s legislative history establishes that the government selected the most restrictive option available to achieve its objectives, exceeding the recommended measures of the Royal Commission that preceded its enactment;

(b) The scale and scope of compulsory interest arbitration imposed by *HLDAA* infringes the Applicants' right to meaningful collective bargaining in a manner that exceeds other viable domestic and international statutory models for protecting public health and safety in the event of a labour dispute, including through "essential services" agreements and the general availability of voluntary interest arbitration under the *LRA*;

(c) The overbreadth of the strike prohibition and imposition of mandatory interest arbitration, coupled with the broad application of *HLDAA*, creates disproportionate adverse effects for overwhelmingly women workers. This in turn constitutes the deleterious effect of undermining recognized *Charter* values including substantive gender equality, enhancing industrial democracy, dignity, autonomy, and free expression, as reflected in ss. 2(b), 15 and 28 of the *Charter*, the jurisprudence of the Supreme Court of Canada, and Canada's international legal obligations; and

(d) *HLDAA*'s substantial interference with health care workers' right to a meaningful collective bargaining process undermines women workers' bargaining power and contributes to conditions that negatively impact the availability and quality of public health care for the people of Ontario, including understaffing, unsafe working conditions, and health care provider burnout and exodus from patient care roles.

55. The Applicant pleads and relies upon:

(a) *Charter of Rights and Freedoms*, ss. 1, 2(b), 2(d), 15, 24, and 28;

(b) *The Constitution Act, 1982*, Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11, s. 52;

(c) *Crown Liability and Proceedings Act, 2019*, SO 2019, c 7, Sch 17;

(d) *Hospital Labour Disputes Arbitration Act*, RSO 1990, c. H 14;

(e) *Labour Relations Act, 1995*, SO 1995, c 1, Sch A, ss. 16-23, 34, 40, 103-107, 109;

(f) *Rules of Civil Procedure*, RRO 1990, Reg 194, Rules 12.08, 14 and 38; and

(g) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Application**:**

(a) Affidavit of Erin Ariss, to be affirmed;

(b) Affidavit of Marilynn Dee, to be affirmed;

(c) Affidavits of ONA members, to be affirmed;

(d) Affidavits of expert evidence, to be affirmed; and,

(e) Such further and other documentary evidence as counsel shall advise and this Honourable Court may permit.

August 10, 2026

CAVALLUZZO LLP
474 Bathurst Street, Suite 300
Toronto ON M5T 2S6

Danielle Bisnar, LSO# 60363K
dbisnar@cavalluzzo.com

Tyler Boggs, LSO# 72139H
tboggs@cavalluzzo.com

Adriana Zichy, LSO# 80409D
azichy@cavalluzzo.com

Tel: 416-964-1115
Fax: 416-964-5895

Lawyers for the Applicants

ONTARIO NURSES' ASSOCIATION et al.
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CAVALLUZZO LLP
474 Bathurst Street, Suite 300
Toronto ON M5T 2S6

Danielle Bisnar, LSO# 60363K
dbisnar@cavalluzzo.com

Tyler Boggs, LSO# 72139H
tboggs@cavalluzzo.com

Adriana Zichy, LSO# 80409D
azichy@cavalluzzo.com

Tel: 416-964-1115

Lawyers for the Applicants