

**IN THE MATTER OF AN ARBITRATION
PURSUANT TO THE *COMMUNITY SAFETY AND POLICING ACT*, 2019.**

BETWEEN:

Jerry Brun

(The “Complainant”)

-and-

Lasalle Police Association

(The “Association”)

COMPLAINT BY MR. BRUN ALLEGING A BREACH OF THE ASSOCIATION’S DUTY
OF FAIR REPRESENTATION

Award With Respect to Adjournment Request

Ian Anderson, Sole Arbitrator

Award issued September 16, 2025.

1. This is a duty of fair representation complaint. Mr. Brun is self-represented. The matter has been scheduled for September September 29, 2025. The Association intends to seek dismissal of the complaint on a preliminary basis for want of jurisdiction. Mediation efforts to date have been unsuccessful.
2. On August 28, 2025, Mr. Brun wrote to the the Association requesting its consent to an adjournment of the hearing pending the outcome of proceedings he has before the Ontario Labour Relations Board ("OLRB"). He provided the Association with a letter from his treating physician which indicates that Mr. Brun is under his care for a medical condition and expresses the opinion that "participation in multiple simultaneous legal proceedings would be detrimental" to Mr. Brun's health and recovery. The Association requested a conference call be scheduled to address Mr. Brun's request. I attempted to schedule such a call. Further emails followed. Mr. Brun took the position that he was unable to participate in a conference call for the same reasons that he was seeking to have the hearing adjourned and requested that I make a decision on the basis of his physician's letter. I advised Mr. Brun I did not have a copy of the physician's letter. Mr. Brun provided a copy of the letter from his physician to me. The Association, maintained its request for a conference call, stating the restrictions set out in the physician's letter do not require the specific accommodation of an adjournment of these proceedings pending the outcome of the OLRB proceedings. In any event, the Association argued, a date had not been set for a hearing by the OLRB, there were no outstanding steps in the OLRB proceedings and therefore the conference call would not be in conflict with the medical report. Mr. Brun responded that in his view the restriction imposed by his doctor was "not limited to "full hearings" but applies to any adversarial process requiring my active participation, including case conferences". Further, he advised, a mediation session was scheduled for October in relation to the OLRB proceedings. Mr. Brun is apparently represented by counsel in his proceedings before the OLRB.
3. Counsel for the Association responded by letter dated September 16, 2025. I set it out in full here in the hopes that Mr. Brun will show this decision to his doctor or the lawyer representing him before the OLRB. It reads, as follows:

As you are aware, I represent the Lasalle Police Association. We are responding to the request for an adjournment of the scheduled hearing date of September 29, 2025.

The Association is prepared to accommodate Mr. Brun's request, in spite of its concerns with the restrictions and proposed accommodation set out in Mr.

Brun's medical note. However, we are not prepared to adjourn the instant matter indefinitely and without regard to a process to address the Association's preliminary jurisdictional objections. Before we address the terms under which we would consent to the adjournment, we feel that we should set out, on a preliminary and without prejudice basis, the framework of the Association's preliminary objection for clarity.

By way of background, an alleged breach of the duty of fair representation falls within the exclusive jurisdiction of an arbitrator appointed under the

Community Safety and Policing Act.¹ Arbitrators in this context have adopted the principles applicable to duty of fair representation complaints developed

by the Ontario Labour Relations Board ("OLRB").² The duty of fair representation requires that a union or association not act in a manner that is arbitrary, discriminatory, or in bad faith in the representation of the members of

the bargaining unit.³ However, that duty is limited by the exclusive

representational rights of the Association or Union.⁴ That is, Mr. Brun's allegations of a breach of the duty of fair representation, which we understand to be grounded in his representation in relation to a *Police Services Act* disciplinary investigation (and/or internal union actions), is, in our respectful submission, outside the jurisdiction of an arbitrator appointed under s. 219 of the *CSPA* and should be dismissed.

The Association notes that arbitrators have regularly adopted the processes utilized by the OLRB, and that that Labour Board would normally adjourn for a maximum of one year and dismiss the application if it was not brought back on within that period. While we submit that an arbitrator has jurisdiction to make such direction, in the alternative, we propose that this matter be adjourned for a limited period of time, with a case conference scheduled at the conclusion of that period of time. We propose four to five months.

As always, should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

1 *Community Safety and Policing Act*, 2019, S.O. 2019, c. 1, Sched. 1, s.219; see also *Renaud v Town of Lasalle Police Association*, 2006 CanLII 23904 (ON CA); *Cumming v Peterborough Police Association*, 2013 ONCA 670 at para. 4; *Fisher v Orangeville Police Association*, 2020 CanLII 28303 (Bendel); *DaCosta v Brantford Police Association*, 2019 CanLII 61927 (Bendel).

2 *Lafrance v North Bay Police Association*, Unreported, September 27, 2009 (Starkman) ["*Lafrance*"]; *Alessandroni v Toronto Police Association*, Unreported, July 15, 2016 (Anderson) ["*Alessandroni*"].

3 *Alessandroni*, at para. 4.

4 *Fisher*, at p. 6-7; *Lafrance* at p. 21

4. Having considered the positions of the parties, these proceedings are adjourned pending the conclusion of the OLRB proceedings or one year from today's date, whichever ever comes first. Accordingly, the September 29, 2025 hearing date is

cancelled. The legal effect, if any, of the resultant delay may be addressed if these proceedings are reconvened. The onus of seeking to have these proceedings reconvened lies upon Mr. Brun, although, should it wish to do so, the Association may also request they be reconvened.

Dated this 16th day of September, 2025.

"Ian Anderson"

Ian Anderson

Arbitrator