



ONTARIO LABOUR RELATIONS BOARD

Occupational Health and Safety Act

OLRB Case No: 2372-25-UR
Health and Safety Reprisal

Yolande Linton, Applicant v Mohawk College of Applied Arts and
Technology, Responding Party

COVER LETTER

TO THE PARTIES LISTED ON APPENDIX A:

The Board is attaching the following document(s):

Decision - June 03, 2026

DATED: June 03, 2026

Catherine Gilbert
Registrar

Website: www.olrb.gov.on.ca

Address all communication to:

The Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, Ontario M5G 2P1
Tel: 416-326-7500
Toll-free: 1-877-339-3335



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **2372-25-UR**

Yolande Linton, Applicant v **Mohawk College of Applied Arts and Technology**, Responding Party

BEFORE: Lennie Lejasisaks, Vice-Chair

DECISION OF THE BOARD: June 3, 2026

1. This is an application alleging unlawful reprisal filed under section 50 of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 (the "Act"). This application was filed on November 13, 2025.

2. In a decision of the Board (differently constituted) dated May 13, 2026, the Board described a request by the responding party employer, Mohawk College of Applied Arts and Technology (the "College"), that a settlement had been reached with the applicant, Yolande Linton, and that the Board uphold and enforce the settlement. Following receipt of submissions filed by the College and Ms. Linton, the Board directed the College to file reply submissions and indicated the Board may make a determination based on those submissions. The relevant portion of the Board's decision is as follows:

2. On February 24, 2026, a hearing was scheduled for May 14, 2026. However, in a letter dated May 8, 2026, the responding party submits that the parties reached a settlement on April 27, 2026, and requests that the Board uphold and enforce that settlement. In submissions dated May 10, 2026, the applicant opposes the responding party's request.

3. Considering the submissions of the parties, the Board hereby adjourns the hearing scheduled for May 14, 2026. The responding party may deliver and file submissions in reply to the applicant's submissions regarding the alleged settlement on or before May 22, 2026.

4. The Board may determine whether to enforce the settlement based on the written submissions of the parties alone without further notice. The Board will schedule another hearing only if necessary.

3. On May 22, 2026, the College filed reply submissions as directed.

4. This decision addresses the College's request that there has been a settlement between the parties and that the Board uphold and enforce the settlement, thereby dismissing the application.

5. For the following reasons, the Board finds that the parties have reached a settlement and that it would be an abuse of process to allow the application to proceed. The application is dismissed.

SUMMARY OF RELEVANT BACKGROUND

6. Ms. Linton filed this application on November 13, 2025.

7. On March 4, 2026, the College terminated Ms. Linton's employment, following which Ms. Linton retained legal counsel. Counsel for Ms. Linton subsequently wrote to counsel for the College on March 19, 2026, stating they had been retained by Ms. Linton in connection with the termination of her employment.

8. Between March 30 and April 27, 2026, counsel for the parties engaged in settlement discussions and exchanged offers. The College's final offer provided on April 27, 2026 via email contained the following specific and particularized settlement terms:

My client will agree to settle all outstanding matters and potential matters related to your client's employment with the College on the following terms, which I trust are agreeable:

1. The College will pay to Ms. Linton a lump sum payment equivalent to [redacted] pay in lieu of notice, less amounts already paid to the date of the settlement, and less deductions.
2. The College will pay to Ms. Linton a lump sum payment in the amount of [redacted], without deductions, as general damages.

3. The College will provide Ms. Linton with a confirmation of employment letter confirming her dates of employment and last position held.
4. In accordance with her termination letter, Ms. Linton was required to return all College property by March 16, 2026. It is a condition of any settlement that all College property be returned no later than one week following the conclusion of the settlement.
5. In exchange for the foregoing, Ms. Linton will sign a full and final release in favour of the College with respect to any current or future claims in connection with Ms. Linton's employment with the College, including but not limited to her HRTO and OLRB complaints and her current appeal with the IPC, and will take all necessary steps to withdraw such complaints. Ms. Linton will also confirm her withdrawal of the internal complaint that she submitted to the College. The settlement documentation will also contain confidentiality, non-disparagement and Jan Wong provisions.

I further confirm that Ms. Linton's accrued vacation pay will be paid separately.

Please confirm the foregoing is acceptable, following which I will prepare settlement documentation. This is my client's final offer.

9. In response, counsel for Ms. Linton wrote to counsel for the College on April 27, 2026, stating: "[W]e have received instructions from our client, and she is agreeable with the proposal to bring this matter to a close. Further, our client has instructed that she will return the laptop/work equipment tomorrow at Mohawk. We await the draft settlement documents to review."

10. On May 1, 2026, counsel for the College sent settlement documentation to counsel for Ms. Linton in respect of the above-noted settlement terms, including minutes of settlement and release (the "Draft MOS").

11. On May 4, 2026, Ms. Linton emailed legal counsel to the College directly, advising that she had terminated her retainer with her counsel

and that she was “declining the settlement offer previously provided and will be proceeding with the upcoming OLRB hearing on May 14th, 2026.”

POSITIONS OF THE PARTIES

12. The College submits that the parties reached a binding settlement when the College’s offer of April 27, 2026 was accepted by counsel for Ms. Linton that same day. The College asserts that the history of negotiations between the parties, the clear terms of settlement provided by the College in its offer dated April 27, 2026, and the unequivocal statement by Ms. Linton’s legal counsel that he had “received instructions from [his] client, and she is agreeable with the proposal to bring this matter to a close” establish the requirements of a binding settlement.

13. The College submits that Ms. Linton and the College, through their respective legal counsel, intended to enter into a settlement on April 27, 2026 and in fact did so. Given the clarity of the terms contained within the College’s final counteroffer and the response from Ms. Linton’s counsel, there is clear and compelling evidence that the parties’ minds had met and that the essential terms of the agreement were understood and agreed upon.

14. The College asserts the Board should not allow Ms. Linton to resile from the clear agreement and there has been no misrepresentation, coercion, or incapacity involved in coming to this agreement. Ms. Linton’s decision to terminate her engagement with her counsel a week after accepting the College’s offer does not negate the agreement that was previously reached. The offer had already been accepted by Ms. Linton a week prior through her counsel and the parties had a binding settlement.

15. The College cites the following cases: *Johnstone v. Loblaw*, 2025 ONSC 4755; *Bhattacharjee v United Food & Commercial Workers*, 2015 CanLII 39686 (ON LRB); *Hayley McCoy, Applicant v 2343009 Ontario Inc. o/a Provis-Rudd Endoscopy Toronto*, 2023 CanLII 34386 (ON LRB); *Gregory v. Estée Lauder Cosmetics Limited*, 2012 CanLII 16212 (ON LRB); *Lumsden et al. v. The Toronto Police Services Board et al.*, 2019 ONSC 5052; and *Scherer v. Paletta*, 1966 CanLII 286 (ON CA).

16. In response, Ms. Linton advances two positions. First and primarily, that no enforceable settlement exists because the parties

never agreed on all essential terms. Second and alternatively, if a settlement existed, the Draft MOS materially altered the bargain and cannot be enforced as the parties' agreement.

17. Ms. Linton submits that no binding and enforceable settlement was reached between the parties. The April 27, 2026 email exchange reflected only general settlement concepts and did not resolve several essential terms that materially affect compensation, statutory and contractual entitlements, and ongoing legal obligations. Ms. Linton asserts that there was no final meeting of the minds as demonstrated by the Draft MOS dated May 1, 2026, sent by counsel for the College, which she states contains numerous new and material terms that were never discussed, authorized, or agreed upon, including provisions concerning vacation pay, pension, benefits, indemnities and repayment obligations.

18. Ms. Linton submits she understood the settlement process to be a two-step structure: (a) agreement on general monetary concepts; and (b) review and approval of the actual legal terms through the minutes of settlement. This understanding was expressly reinforced by the communication from Ms. Linton's former counsel on April 14, 2026, stating that once the parties agreed on a figure, "other items would be negotiated in the MOS such as benefits, pension and vacation pay." Ms. Linton states she relied on that representation and understood that the Draft MOS would contain the operative legal terms requiring review and approval before any final settlement existed.

19. Ms. Linton relies on the following case: *Bawitko Investments Ltd. v. Kernels Popcorn Ltd.*, 1991 CanLII 2734 (ON CA).

20. In reply, the College submits that the April 27, 2026 email exchange between counsel for the College and Ms. Linton's counsel was clear and fulsome and addressed all essential terms of the settlement. As expressly noted in the email exchange, after outlining the specific consideration that the College would provide to Ms. Linton, term #5 stated that, in exchange, "Ms. Linton will sign a full and final release in favour of the College with respect to any current or future claims in connection with Ms. Linton's employment with the College". No additional terms were raised nor itemized by either party with respect to Ms. Linton's compensation, statutory and contractual entitlements and ongoing legal obligations.

21. The College further submits that the Draft MOS dated May 1, 2026 did not contain any new material terms. As expressly agreed by the parties, it included language confirming that Ms. Linton would sign a release with respect to any current or future claims in connection with her employment with the College, which necessarily includes any claims with respect to vacation pay (with the exception of accrued vacation pay, which was expressly noted would be paid separately), pension and benefits. It also expressly noted that the settlement documentation would contain a “Jan Wong” provision, which refers to an express requirement to repay the settlement amounts in the event the settlement is breached. The remainder of the Draft MOS contained standard settlement language that did not include any material terms. In summary, the College submits that terms of the settlement were already agreed through the April 27, 2026 email exchange between counsel and the Draft MOS formalized the terms.

LAW AND ANALYSIS

22. The applicable principles to assess whether there is a binding settlement between parties is well established. The Ontario Superior Court of Justice in *Johnstone v. Loblaw*, 2025 ONSC 4755 (CanLII), recently succinctly summarized these principles, as follows:

[40] To constitute a binding settlement, the parties must have intended to create a legally binding relationship and must have agreed on all essential terms: *Cellular Rental Systems Inc. v. Bell Mobility Cellular Inc.*, 1995 CanLII 10638 (ON CTGD), [1995] O.J. No.1535 A.C.W.S. (3d) 1183 at para. 17; *affd* [1995] O.J. No. 3773, 59 A.C.W.S. (3d) 401 (C.A.).

[41] The parties must have had a meeting of the minds, which is clear to an objective reasonable bystander. Where an agreement is not reduced to a single document, but is as a result of a series of negotiations, the court should consider in combination what the parties have said, done, or written. The agreement on essential terms must be clear, able to be determined with reasonable certainty, and not too vague to be enforced: *Kode Contracting Ltd. v. B.K. Industrial Power Inc.*, 2020 ONSC 7354 at para. 23.

[42] The agreement cannot be an “agreement to later agree” on an essential provision: *Cole v. Cole*, 2011 ONSC 4794 at para. 36.

[43] However, the documentation does not have to be completed in order to have a binding settlement. Both Chapnik J. in *Cellular Rental Systems Inc* and Hoy J. (as she then was) in *Ferron v. Avotus Corp.* 2005 CarswellOnt 3786, aff'd 2007 ONCA 73, 154 A.C.W.S. (3d) 1063, 37 C.P.C. (6th) 284, rely on McEachern C.J.B.C.'s conclusion in *Fieguth v. Acklands Ltd.* (1989), 1989 CanLII 2744 (BC CA), 59 D.L.R. (4th) 114 (B.C. C.A.), at page 121 regarding settlement documentation. He stated:

23. The first question is whether the parties have reached an agreement on all essential terms.

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24. The next stage is the completion of the agreement. If there are no specific terms in this connection either party is entitled to submit whatever releases or other documentation he thinks appropriate. Ordinary business and professional practice cannot be equated to a game of checkers where a player is conclusively presumed to have made his move the moment he removes his hand from the piece. One can tender whatever documents he thinks appropriate without rescinding the settlement agreement. If such documents are accepted and executed and returned the then contract, which has been executory, becomes executed. If the documents are not accepted then there must be further discussion but neither is released or discharged unless the other party has demonstrated an unwillingness to be bound by the agreement by insisting upon terms or conditions which have not been agreed upon or are not reasonably implied in these circumstances

[44] That is, failure to accept settlement documentation does not release a party from the settlement; the party is required to engage in further discussion about the documentation.

25. These principles are applicable to the circumstances present before the Board in this matter.

26. The Board has on a number of occasions assessed whether to enforce settlements between parties. As concisely framed by the Board in *Bhattacharjee v United Food & Commercial Workers*, 2015 CanLII 39686 (ON LRB), at paragraph 13, the Board will enforce settlements reached by the parties and will not overturn a settlement in the absence of material misrepresentation, coercion or incapacity:

The Board does not permit parties to resile from, or recant, their agreements. The Board will not overturn a settlement in the absence of material misrepresentation, coercion or incapacity.

27. The Board has repeatedly recognized the strong policy reasons for encouraging settlement by enforcing settlements reached by the workplace parties. For example, in *Scotta v. Ferrovia Construction Canada*, 2024 CanLII 16910 (ON LRB), the Board held:

21. The Board has long recognized the importance of encouraging and promoting settlements and enforcing such settlements when appropriate. The Board had this to say in *Melinda Said, supra*, at paragraph 17:

17. The finality of settlement agreements is critical to labour relations, otherwise parties would be reluctant to resolve grievances between them. The Board has long held that settlements between parties are to be respected and enforced except where there is evidence of duress such that a party to the agreement acted at the insistence of others rather than of their own free will. (see *Canadian Union of Public Employees, Local 4000*, 2012 CanLII 65638 (ON LRB)). The Applicant has not plead any facts which indicate that she was coerced or pressured into signing the minutes of settlement, to the contrary she was an active participant during the mediation and the settlement was reached with her direction to the SEIU.

28. The exceptional circumstances where the Board will decline to enforce a settlement are limited to circumstances where there is evidence that the settlement was obtained by fraud or coercion or where there is illegality on the face of the settlement. In *Adlam v. Regional Municipality of York*, 2021 CanLII 38478 (ON LRB), the Board explained:

14. The clear intention of a release agreement such as the one executed by Mr. Adlam is invariably to secure complete finality in the relationship and forestall any future litigation; see, *Lakeridge Health, supra*, at para. 24. The Board has many times stated in various cases that the settlement of disputes between parties by themselves is a laudable goal; see for example, *Lakeridge Health, supra*. The Board, as a matter of sound labour relations policy, will not generally interfere with such arrangements in the absence of evidence that there was fraud or coercion in the attainment of such settlements or releases or where there is illegality on the face of such arrangements (see; *Lakeridge Health, supra*, and *Popovic*, 2005 CanLII 40307 (ON LRB)).

29. In this case, Ms. Linton did not argue that any of the exceptions set out above, such as coercion or illegality, applied. The only issue I need to determine is whether or not the parties actually reached an agreement. For the following reasons, I find that they did.

30. A careful review of the correspondence and offers between counsel for the parties demonstrates that the parties, through legal counsel, intended to create a legally binding relationship and agreed on the essential terms. This is established in the email exchange on April 27, 2026 between counsel for the parties. There was a "final offer" made by counsel for the College, which was then accepted later that same day by counsel for Ms. Linton. The email exchange shows counsel for Ms. Linton accepted the terms of settlement proposed by the College. The essential terms of settlement were clear and the product of several exchanges between counsel, demonstrating an understanding between the parties as to what was and was not included in the settlement.

31. This is not an instance of an "agreement to later agree", where the agreement between the parties is merely an agreement to later agree on essential provision, or to defer the binding nature of the agreement until the parties execute the proposed subsequent formal contract as Ms. Linton argues. All of the essential terms were reduced to writing in the April 27, 2026 email from counsel for the College, which was accepted by counsel for Ms. Linton. There is nothing in those terms of settlement to indicate there is anything further to be negotiated. Quite the opposite in fact, counsel for the College states it is a "final offer".

32. The case relied upon by Ms. Linton, *Bawitko Investments*, has limited application to the current circumstances. In that case, the plaintiff was looking to acquire a franchise from the defendant, and at a meeting they made an oral agreement which partially amended part of the franchisor's agreement draft. Prior to the signing of the formal agreement draft, a dispute arose between the parties. The question then arose as to whether the parties had a binding agreement. The Ontario Court of Appeal determined the parties had not agreed on the final form of the franchise agreement and certain terms had not yet been settled. Here, however, the essential terms were settled, reduced to writing, and accepted by counsel for Ms. Linton.

33. As part of the agreement on the essential terms, the parties agreed that those terms would later be recorded in a more formal minutes of settlement, a common practice in employment and labour negotiations and settlements. The fact that the parties have agreed to later execute the settlement in a more formal document does not change the fact that there is an enforceable agreement of the essential terms. As noted in *Johnstone, supra*, failure to accept settlement documentation does not release a party from the settlement where the essential terms have been agreed upon.

34. The April 27, 2026 email exchange between counsel indicated that, in consideration of the terms outlined in term #1 to #3 of the email offer, Ms. Linton would be required to "sign a full and final release in favour of the College with respect to any current or future claims in connection with Ms. Linton's employment with the College". As a result, any potential claims Ms. Linton had with respect to her employment were waived, regardless of whether a formal release was signed.

35. Following the April 27, 2026 email exchange between counsel, in which I have determined the essential terms were agreed upon, Ms. Linton argues the Draft MOS dated May 1, 2026 sent by counsel for the College was "materially broader" than the terms set out in the April 27, 2026 email exchange between counsel, including the calculation of the monetary amount, vacation pay, pension, benefits, indemnities and repayment obligations. I find that this is not the case based on a review of the essential terms of settlement, the email correspondence between counsel for the parties and the Draft MOS, as explained below.

36. Ms. Linton disputes the monetary amount agreed to and whether it is calculated on base pay or total compensation. Based on a review of the correspondence exchanged between counsel for the

parties, it is apparent that counsel for Ms. Linton had made a monetary offer in lieu of a notice period based on Ms. Linton's base salary not total compensation. The use of base salary then became the basis for the agreement between the parties with respect to the pay in lieu of notice.

37. Regarding accrued vacation pay, the April 27, 2026 email from counsel for the College to Ms. Linton's counsel stated, "I further confirm that Ms. Linton's accrued vacation pay will be paid separately." The College attached a copy of a paystub dated May 15, 2026, demonstrating accrued vacation pay was paid to Ms. Linton pursuant to the terms agreed upon by counsel.

38. Regarding vacation pay, pension, and benefits, Ms. Linton states that these other items would be negotiated in the minutes of settlement. However, there is nothing in the correspondence or offers exchanged between counsel to indicate this is the case. In fact, counsel for the College's April 27, 2026 email expressly states it is a final offer to settle "all outstanding matters", indicating that the College was not willing to entertain any further negotiation outside of what was proposed and then accepted by counsel for Ms. Linton.

39. With respect to indemnities and repayment obligations in the essential terms of the April 27, 2026, settlement and the Draft MOS, term #5 provided expressly that, "The settlement documentation will also contain confidentiality, non-disparagement and Jan Wong provisions." A Jan Wong provision commonly refers to a requirement to repay a settlement amount in the event the settlement is breached. Confidentiality and non-disparagement language was also expressly provided for in the April 27, 2026, email from counsel for the College. Despite Ms. Linton's suggestion, it was not a term of settlement that there would be a mutual non-disparagement clause or language concerning "internal record protections".

40. It is important that when workplace parties settle their differences that there be confidence that those settlements will be upheld. If the Board allowed this application to proceed it would undermine an agreement on the essential terms of settlement that the parties, through their legal counsel, intended to be binding.

REQUEST FOR CONFIDENTIALITY ORDER

41. The College requests a confidentiality order with respect to the unredacted documents attached to Ms. Linton's submissions, which

reveal settlement negotiations and offers, and the confidential settlement between the parties. Specifically, the College submits that the terms of settlement expressly included confidentiality provisions and repayment obligations if breached. The College states the documents attached to Ms. Linton's submissions contain privileged and sensitive settlement-related information and the College submits that the interest of confidentiality of these without prejudice settlement-related documents outweighs the open court principle.

42. Rule 44.1 of the Board's Rules of Procedure provides that "Confidentiality orders may be sought by parties to a Board file and persons who would be affected by disclosure of an adjudicative record."

43. Section 2(2) of the *Tribunal Adjudicative Records Act, 2019*, S.O. 2019, c. 7, Sched. 60 ("TARA") governs confidentiality orders over documents filed with administrative tribunals, such as the Board. Subsection 2(2) of TARA provides:

Confidentiality orders

(2) A tribunal may, of its own motion or on the application of a person referred to in subsection (3), order that an adjudicative record or portion of an adjudicative record be treated as confidential and that it not be disclosed to the public if the tribunal determines that,

- (a) matters involving public security may be disclosed;
- (b) intimate financial or personal matters or other matters contained in the record are of such a nature that the public interest or the interest of a person served by avoiding disclosure outweighs the desirability of adhering to the principle that the record be available to the public.

44. The Board may issue a confidentiality order of this nature and is prepared to do so in this case to promote without prejudice negotiations of disputes and the confidential settlement of such disputes. See *Emir Crowne v Windsor University Faculty Association*, 2019 CanLII 90007 (ON LRB).

45. As noted by the Supreme Court of Canada in *Sable Offshore Energy Inc. v. Ameron International Corp.*, 2013 SCC 37, settlement privilege protects the content of settlement negotiations, including

settlement amounts and communications exchanged during negotiations. The Supreme Court emphasized that settlement privilege exists to encourage frank settlement discussions and may only be displaced where a competing public interest outweighs the public interest in promoting settlement.

46. In view of the circumstances, which include Ms. Linton filing with the Board unredacted copies of without prejudice communications regarding the negotiation of the settlement and a confidentiality provision contained in the settlement, the Board considers this an appropriate case for such an order. The Board is satisfied that intimate financial, personal and other matters contained in Ms. Linton's submissions dated May 10, 2026 and the documents attached to it, some or all of which are "adjudicative records" within the meaning of *TARA*.

47. Accordingly, the Board orders that the monetary amounts contained in the terms of settlement and the without prejudice communications between counsel for the parties (the settlement offers) contained in Ms. Linton's submissions dated May 10, 2026 and the documents attached to it will be treated as confidential pursuant to section 2(2) of *TARA*.

48. The College filed with the Board an email containing the terms of settlement, as set out above, with the monetary amounts redacted. The Board declines to order that this communication containing the terms of settlement is confidential, except for the amounts, because the Board has relied on it to determine whether an enforceable settlement was reached between the parties.

DISPOSITION

49. For the reasons set out above, the application is dismissed.

"Lennie Lejasisaks"

for the Board

APPENDIX A

Yolande Linton
Tel: 905-537-4742
Email: yolande1710@gmail.com

Hicks Morley Hamilton Stewart Storie LLP
Attention: Nadine Zacks
Partner
Tel: 416-864-7484
Fax: 416-362-9680
Email: nadine-zacks@hicksmorley.com; erin-robinson@hicksmorley.com

Mohawk College of Applied Arts and Technology
Attention: Jason Connolly
Director, Employment Relations and Talent Acquisition Consulting
Email: jason.connolly@mohawkcollege.ca

Mohawk College of Applied Arts and Technology
Attention: Megan Mascarin
Chief HR
Tel: 905-575-2334
Email: megan.mascarin@mohawkcollege.ca