

Information and Privacy Commissioner,
Ontario, Canada



Commissaire à l'information et à la protection de la vie privée,
Ontario, Canada

ORDER MO-4774

Appeal MA23-00201

City of Vaughan

March 5, 2026

Summary: An association made a request to the City of Vaughan under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*) for access to a specified report related to a comprehensive strategy for fire communication services. The city denied access to the report because it claims the report is excluded from the *Act* under the employment or labour relations exclusion (section 52(3)3).

In this order, the adjudicator upholds the city's claim that the labour relations exclusion applies to exclude the report from the *Act* and dismisses the appeal.

Statutes Considered: *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 section 52(3)3.

OVERVIEW:

[1] The City of Vaughan (the city) received a request under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*) for access to the following information:

[A] copy of the final report and any/all correspondence from [a named company] and/or [another named company] as submitted for RFP19-087 Comprehensive Strategy for Fire and Emergency Services that was awarded on Friday, August 30, 2019.

[2] The request was subsequently clarified at the city's request to the following:

The copy of the final report the winning bidder produced after being selected to perform the work. I understand it was completed sometime around Dec 2019 - Feb 2020.

[3] The city issued a decision denying access to a 148-page report under section 10(1) (third party information) of the *Act*.

[4] The appellant appealed the city's decision to the Information and Privacy Commissioner of Ontario (IPC), and a mediator was appointed to explore resolution.

[5] During mediation, the city issued a revised decision advising that it is no longer claiming section 10(1) over the report. However, the city denied access to the report claiming that it is excluded from the *Act* under section 52(3)3 (employment or labour relations) of the *Act*.

[6] As a mediated resolution was not reached, the appeal was transferred to the adjudication stage, where an adjudicator may conduct an inquiry under the *Act*. I conducted an inquiry in which I sought and received representations from the parties about the issues in the appeal.¹

[7] In this order, I find that the labour relations exclusion applies to exclude the report from the *Act* and I uphold the city's decision.

RECORD:

[8] The record at issue in this appeal is the Comprehensive Study for Fire Communication Services Report (the report).

DISCUSSION:

[9] The sole issue in this appeal is whether the section 52(3)3 exclusion for records relating to labour relations or employment matters applies to the report.

[10] Section 52(3) of the *Act* excludes certain records held by an institution that relate to labour relations or employment matters. If the exclusion applies, the record is not subject to the access scheme in the *Act*, although the institution may choose to disclose it outside of the *Act*'s access scheme.²

[11] The purpose of this exclusion is to protect some confidential aspects of labour relations and employment-related matters.³

¹ Portions of both representations were withheld in accordance with the IPC's *Practice Direction Number 7*.

² Order PO-2639.

³ *Ontario (Ministry of Community and Social Services) v. John Doe*, 2015 ONCA 107 (CanLII).

[12] The city argues that section 52(3)3 applies to exclude the report from the *Act* while the appellant argues that it does not.

[13] Section 52(3)3 states:

Subject to subsection (4), this Act does not apply to records collected, prepared, maintained or used by or on behalf of an institution in relation to any of the following:

Meetings, consultations, discussions or communications about labour relations or employment-related matters in which the institution has an interest.

[14] If section 52(3)3 applies to the record, and none of the exceptions found in section 52(4) applies,⁴ the record is excluded from the scope of the *Act*. If section 52(3) applied at the time the record was collected, prepared, maintained or used, it does not stop applying at a later date.⁵

[15] The type of records excluded from the *Act* by section 52(3) are those relating to matters in which the institution is acting as an employer, and terms and conditions of employment or human resources questions are at issue.⁶

Representations, analysis and findings

[16] Based on my review of the report, the circumstances of this appeal, and the parties' representations, I find that section 52(3)3 applies to exclude it from the *Act*.

[17] For section 52(3)3 to apply, the city must establish that:

1. the report was collected, prepared, maintained or used by the city or on its behalf;

⁴ Section 52(4) states that the *Act* applies to the following records:

1. An agreement between an institution and a trade union.
2. An agreement between an institution and one or more employees which ends a proceeding before a court, tribunal or other entity relating to labour relations or to employment-related matter.
3. An agreement between an institution and one or more employees resulting from negotiations about employment-related matters between the institution and the employee or employees.
4. An expense account submitted by an employee of an institution to that institution for the purpose of seeking reimbursement for expenses incurred by the employee in his or her employment.

⁵ *Ontario (Solicitor General) v. Ontario (Assistant Information and Privacy Commissioner)* (2001), 55 O.R. (3d) 355 (C.A.), leave to appeal refused [2001] S.C.C.A. No. 509.

⁶ *Ontario (Ministry of Correctional Services) v. Goodis* (2008), 89 O.R. (3d) 457, [2008] O.J. No. 289 (Div. Ct.). The CanLII citation is "2008 CanLII 2603 (ON SCDC)."

2. this collection, preparation, maintenance or usage was in relation to meetings, consultations, discussions or communications; and
3. these meetings, consultations, discussions or communications are about labour relations or employment-related matters in which the city has an interest.

[18] For section 52(3)3 to apply, all three parts of the test set out above must be met.

Part 1 and 2: collected, prepared, maintained or used in relation to meetings, consultations, discussions or communications

[19] After reviewing the representations of the parties and the circumstances of this appeal, I am satisfied that the report was collected, prepared, maintained or used by the city in relation to meetings, consultations, discussions or communications.

[20] The city submits that the report was commissioned by the city and two other York Region municipalities from a third-party consultant (consultant). The city submits that the report was then presented to the city's senior leadership team and used to outline findings, such as "best practices and areas of improvement" for a comprehensive strategy for fire and emergency services.

[21] The appellant concedes that the record is a report by a third-party consultant group commissioned by the city on behalf of itself and two other York Region municipalities.

[22] The city argues that the report meets Part 2 of the test because the report was presented to the city's senior leadership team in formal meetings; the report is a result of a consultation that took place; and the city's fire chief and legal services have confirmed that this is an active situation with negotiations still ongoing with the report being used as reference material for those discussions. The city submits that although the report states that the city's current collective bargaining agreement (CBA) expired in 2020, the recommendations within the report point to the city using these findings in upcoming/current negotiations with the firefighters' union.

[23] The appellant submits that while the city maintains that the report was presented to the city's senior leadership team, it has not disclosed when and to whom. The appellant acknowledges that the report was a significant expenditure so it is reasonable to expect that the report would be used to guide the city's decision-making. However, the appellant submits that there has been no clear indication that the contents of the report have been utilized by the city's leadership team in any formal meetings with respect to the upgrades required or that it has been presented to council.

[24] The appellant submits that there was a significant two and a half year delay between the date of the report to the date of commencement of any procurement discussions for the Next Generation 9-1-1 (NG911) Program, which suggests that the report was not referred to in any formal meetings with the city's leadership team. The

appellant further submits that if the report is currently being used as reference material, there would be significant deviations in NG911 program requirements from 2020 to 2024 as the changes for the program are federally mandated.

[25] Having reviewed the report, I find that it is evident that the consultant prepared the report on behalf of the city and the other two York Region municipalities, and the appellant has conceded this fact. Therefore, I am satisfied part 1 of the test has been met.

[26] I am also satisfied that the city used the report in relation to meetings, consultations, discussions or communications. The appellant argues that while the city maintains that the report was presented to the city's senior leadership team, it has not disclosed when and to whom.

[27] The city argues, and I agree, that it does not need to specify when and to whom on the city's senior leadership team the report was presented. The appellant's representations also focused on formal meetings. I note that "meetings" are not the only way the report can be used to satisfy part 2 of the test under section 52(3)3. I must be satisfied that meetings, consultations, discussions or communications took place, and I am satisfied on the evidence before me that they did.

[28] As the appellant has acknowledged, it is reasonable to expect that this report would be used to guide the city's decision-making, especially as the appellant points out, the changes that will occur with the NG911 program are federally mandated. Furthermore, the appellant states that procurement discussions related to the NG911 program have commenced, despite a two and a half year delay from the date of the report. Therefore, based on the parties' representations, the circumstances of this appeal, and the contents of the report, I am satisfied that the city used the report in relation to meetings, consultations, discussions or communications.

[29] Accordingly, I find that parts 1 and 2 of the section 52(3)3 test have been met.

Part 3: labour relations or employment-related matters in which the institution has an interest

[30] The records are excluded only if the meetings, consultations, discussions or communications are about labour relations or employment-related matters in which the institution has an interest. The phrase "in which the institution has an interest" means more than a "mere curiosity or concern" and refers to matters involving the institution's own workforce.⁷

[31] The term "labour relations" refers to the collective bargaining relationship between an institution and its employees, as governed by collective bargaining legislation, or to similar relationships. The meaning of "labour relations" is not restricted to employer-

⁷ *Ontario (Solicitor General) v. Ontario (Assistant Information and Privacy Commissioner)*, cited above.

employee relationships.⁸

[32] The term “employment-related matters” refers to human resources or staff relations issues arising from the relationship between an employer and employees that do not arise out of a collective bargaining relationship.⁹

[33] Based on the parties’ representations, the circumstances of this appeal, and the nature of the report, I find that the report was used by the city in relation to meetings, consultations, discussions, or communications about labour relations or employment-related matters in which the city has an interest.

[34] The city submits that the report is an analysis of the relationship between the city and the firefighters’ union, as set out in its existing CBA. The city submits that the report is being used as reference for the current/ongoing negotiations for the next round of bargaining as it relates to the NG911 program.

[35] The city submits that this report is about labour relations and employment-related matters because it relates to an ongoing collective bargaining situation. The city submits that it has an interest in the report because it is about a union under contract with it and the report is about the current and future agreements the city has with one of its unions.

[36] The appellant objects to the city’s “implication” that this report “contains an analysis about the current collective agreements in place and future impacts on the labour force” and claims that the evidence indicates otherwise. The appellant submits that the third-party consultant that created the report highlights it as a “NG911 program Business Needs Assessment” that included outlining the “requirements for resilient, reliable and robust technical infrastructure” and “network design options to build a secure emergency communications LAN.”

[37] The appellant submits that with respect to the upcoming/current CBA negotiations, neither the CBA nor the most recent arbitration award make any reference to the NG911 program or related areas, not even references to the 911 service delivery model. The appellant submits, therefore, that there is no probative value in this report in relation to any current/ongoing negotiations.

[38] The appellant submits that the changes that will occur with the NG911 program have no basis in the collective bargaining relationship as they are federally mandated and are a requirement for any 911 communications centre. The appellant argues that the city’s argument that this report is solely related to “labour relations” simply has no merit.

[39] The appellant submits, based on the evidence of the third-party consultant’s publicly available information on the contents of the report, it is clear that the primary

⁸ *Ontario (Minister of Health and Long-Term Care) v. Ontario (Assistant Information and Privacy Commissioner)*, [2003] O.J. No. 4123 (C.A.); see also Order PO-2157.

⁹ Order PO-2157.

objective of this report was related to an overarching organizational and operational review of the three municipalities' fire communications centres and performing a gap analysis of what is required for the NG911 program, not labour relations or employment-related matters.

[40] I agree with the appellant that the report was initially commissioned by the city and the other municipalities as an organizational or operational review. However, this in and of itself does mean that it cannot be exempt under section 52(3)3 of the *Act*.

[41] The IPC has considered the application of section 52(3) to records such as organizational or operational reviews on several occasions.¹⁰ These cases have turned on the issue of whether the preparation, collection, maintenance or use of a record is "in relation to" a labour relations or employment-related matter. Previous orders have found that a report can have aspects that deal with more general organizational matters and still meet the section 52(3)3 requirements.¹¹

[42] In this current appeal, the question of whether the information in the report stemming from the consultant's review is substantially connected to labour relations or an employment-related matter turns on the question of how the report was maintained or used by the city outside the primary purpose of doing a "comprehensive study for fire communication services." If the city can establish that the report was maintained or used in relation to a labour relations or employment-related matter, that would satisfy the test, regardless of whether it was created or prepared by the consultant for this purpose.

[43] For the collection, preparation, maintenance or use of a record to be "in relation to" one of the three subjects mentioned in this section, there must be "some connection" between them.¹²

[44] The "some connection" standard must, however, involve a connection relevant to the scheme and purpose of the *Act*, understood in their proper context. For example, given that accountability for public expenditures is a core focus of freedom of information legislation, accounting documents that detail an institution's expenditures on legal and other services in collective bargaining negotiations do not have "some connection" to labour relations.¹³

[45] I have reviewed the report, but I cannot comment on the specifics of it without revealing its contents. As the city states, the report includes an analysis of the relationship between the city and the firefighters' union, as set out in its existing CBA. The report also clearly includes information that is related to an organizational or operational review.

¹⁰ Orders M-941, P-1369, P-1223, MO-1654-I, and MO-2226.

¹¹ See, for example, Order PO-3684.

¹² Order MO-2589; see also *Ministry of the Attorney General and Toronto Star and Information and Privacy Commissioner*, 2010 ONSC 991 (Div. Ct.).

¹³ Order MO-3664, *Brockville (City) v. Information and Privacy Commissioner, Ontario*, 2020 ONSC 4413 (Div. Ct.).

However, it is clear from a review of the report as a whole that it has *some connection to* meetings, consultations, discussions or communications about labour relations and employment-related matters. Broadly speaking, while the report considers the organizational and operational structure of the city's fire communication services, it does so in terms of staffing, location, compensation, and other labour relations or employment-related areas. Viewing the report as a whole, I am satisfied that it meets the requirement that it be about labour relations or employment-related matters.

[46] I am also satisfied that the city's interest in the report by the consultant is as an employer because I accept the city's position that it uses the information in the report to inform its negotiations with the firefighters' union. Furthermore, it is clear from the information in the report itself that it would be used by an employer to make labour relations or employment-related decisions. Accordingly, I find that part 3 of the test under section 52(3)3 is met.

[47] Neither party has argued that the exceptions in section 52(4) apply to the report, and I find that none of the exceptions in section 52(4) apply.

[48] Since all three parts of the section 52(3)3 test have been met and none of the exceptions in section 52(4) apply, I find that the report is excluded from the scope of the *Act*. Therefore, the appellant has no right of access to it under the *Act*.

ORDER:

I uphold the city's decision and dismiss the appeal.

Original Signed by: _____

Anna Truong
Adjudicator

_____ March 5, 2026