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### **THE LAW OF DISMISSAL IN CANADA, THIRD EDITION**

Howard A. Levitt

Release No. 2, February 2025

#### What's New in this Update:

This release includes updates to case law and commentary in Chapters 9 (Awarding Damages), 10 (Mitigation), 11 (Employment Contracts), 12 (Legal Rights of the Employer) and 15 (Legal Issues Arising During the Litigation Process).

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## Highlights

- **Employment Contracts — Notice — Contracts Binding — Contracts Not Binding — Employment Standards —** *Egan v. Harbour Air Seaplanes LLP*, 2024 BCCA 222 (B.C. C.A.) — affirmed on appeal — among other factors, “I do not agree that the ‘at least’ language in s. 230(1)(a) of the Code renders the Termination Clause ambiguous. Nor do I agree that the word ‘appropriate’ in the Termination Clause imputes a term of reasonableness into the assessment of the notice ... the Termination Clause obliges [the respondent] to comply with the requirements of the Code in this regard. This is similar to the termination clause in *Roden v. Toronto Humane Society* (2005), 259 D.L.R. (4th) 89 (Ont. C.A.) ... Sager does not assist [the appellant]”.
- **Legal Issues Arising During the Litigation Process — Costs Awarded — Effect of Offer to Settle — Appeal —** *Giacomodonato v. PearTree Securities Inc.*, 2024 ONCA 437 (Ont. C.A.) — affirmed on appeal — Court of Appeal denied the respondents/appellants’ by cross appeal request for leave to appeal the trial judge’s award of partial indemnity costs in the amount of \$830,761.75 in favour of the plaintiff/appellant/respondent by cross appeal — the trial judge “found that [the appellants by cross appeal’s] all-inclusive offer to settle lacked the certainty and precision required for a valid r. 49 offer ... The trial judge concluded that, having invited the litigation, [the appellants by cross appeal] conducted it in ‘an unforgiving, scorched earth, and bare-knuckled manner’, missing ‘no opportunity to malign [the respondent by cross appeal].’ These findings amply justify the partial indemnity costs award.”

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