Publisher's Note

An Update has Arrived in Your Library for:

Please circulate this notice to anyone in your office who may be interested in this publication. *Distribution List*
☐
☐
☐
☐

CANADIAN EMPLOYMENT LAW

Stacey Reginald Ball

Release No. 1, February 2026

Canadian Employment Law is a one-stop reference that provides a thorough survey of the law with analysis of developing trends. Canadian Employment Law has been cited by the Supreme Court of Canada, and in superior courts in every province in Canada. With methodically organized chapters, Canadian Employment Law can be counted on to provide detailed analysis of the facts and law of thousands of relevant cases. The subject-matter is wide-ranging and addresses topics including wrongful dismissal, fiduciary obligations, tort law and vicarious liability, remedies, constitutional issues, occupational health and safety, employment contracts, duty of good faith and human rights.

What's New in this Update:

This release updates the case law and commentary in Chapter 6 (Employment Contracts), Chapter 7 (Restraint of Trade Doctrine in the Employment Context), Chapter 8 (The Right to Terminate the Employment Relationship), Chapter 9 (Reasonable Notice of Dismissal), Chapter 13 (Fiduciary Obligations), Chapter 15 (Duty of Good Faith and Fidelity), Chapter 23 (Canada Labour Code and Non-Organized Employees) and Chapter 24 (Remedies).

Thomson Reuters®

Customer Support
1-416-609-3800 (Toronto & International)
1-800-387-5164 (Toll Free Canada & U.S.)
E-mail CustomerSupport.LegalTaxCanada@TR.com

Case Highlights

- **Chapter 6 — NEW SECTION § 6:44.40 Illegality Through Discretion to Terminate "For Any Reason" —** A contractual provision allowing the employer to terminate for "any reason" may be illegal and unenforceable for violating the ESA: See *Chan v. NYX Capital Corp.*, 2025 ONSC 4561, at para 11, where it is noted that under Ontario's ESA an employer does not have an absolute right to dismiss an employee. For example, pursuant to s. 74 of the ESA, an employer does not have the right to dismiss an employee in reprisal for attempting to exercise a right under the ESA. Contrast *Wigdor v. Facebook Canada Ltd.*, 2025 ONSC 4861, at paras 62-67, where it was held that the ESA did not apply to restrictive share unit ("RSU") agreements. They were part of a "separate compensation agreement", not the "employment agreement." Consequently, RSU agreements which permitted violation of job protected leave or reprisal were enforceable since they were not part of the "employment agreement." As discussed elsewhere, in many situations it is very difficult to argue RSU and stock option agreements are not part of the employees' compensation. The better view is that they should be regarded as an incorporated part of the contract of employment. Alternatively, they should be regarded as terms implied by law as part of the contract of employment.
- **Chapter 15 — § 15:5 — Post-Employment Duty — Introduction — What is a "Trade Secret"? —** The Supreme Court has approved the following criteria as to whether information is a "trade secret": the information must be secret in an absolute or relative sense (i.e. known only by one or a relatively small number of persons); the possessor of the information must demonstrate that he has acted with the intention to treat the information as secret; the information must be capable of industrial or commercial application; and the possessor must have an interest (e.g. an economic interest) worthy of legal protection: *Merck Frosst Canada Ltd. v. Canada (Health)*, 2012 SCC 3, at para 109.

ProView Developments

Your ProView edition of this product now has a new, modified layout:

- The opening page is now the title page of the book as you would see in the print work
- As with the print product, the front matter is in a different order than previously displayed
- The Table of Cases and Index are now in PDF with no searching and linking
- The Table of Contents now has internal links to every chapter and section of the book within ProView
- Images are generally greyscale and size is now adjustable
- Footnote text only appears in Proview-generated PDFs of entire sections and pages