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2024 DEVELOPMENTS in EMPLOYMENT LAW

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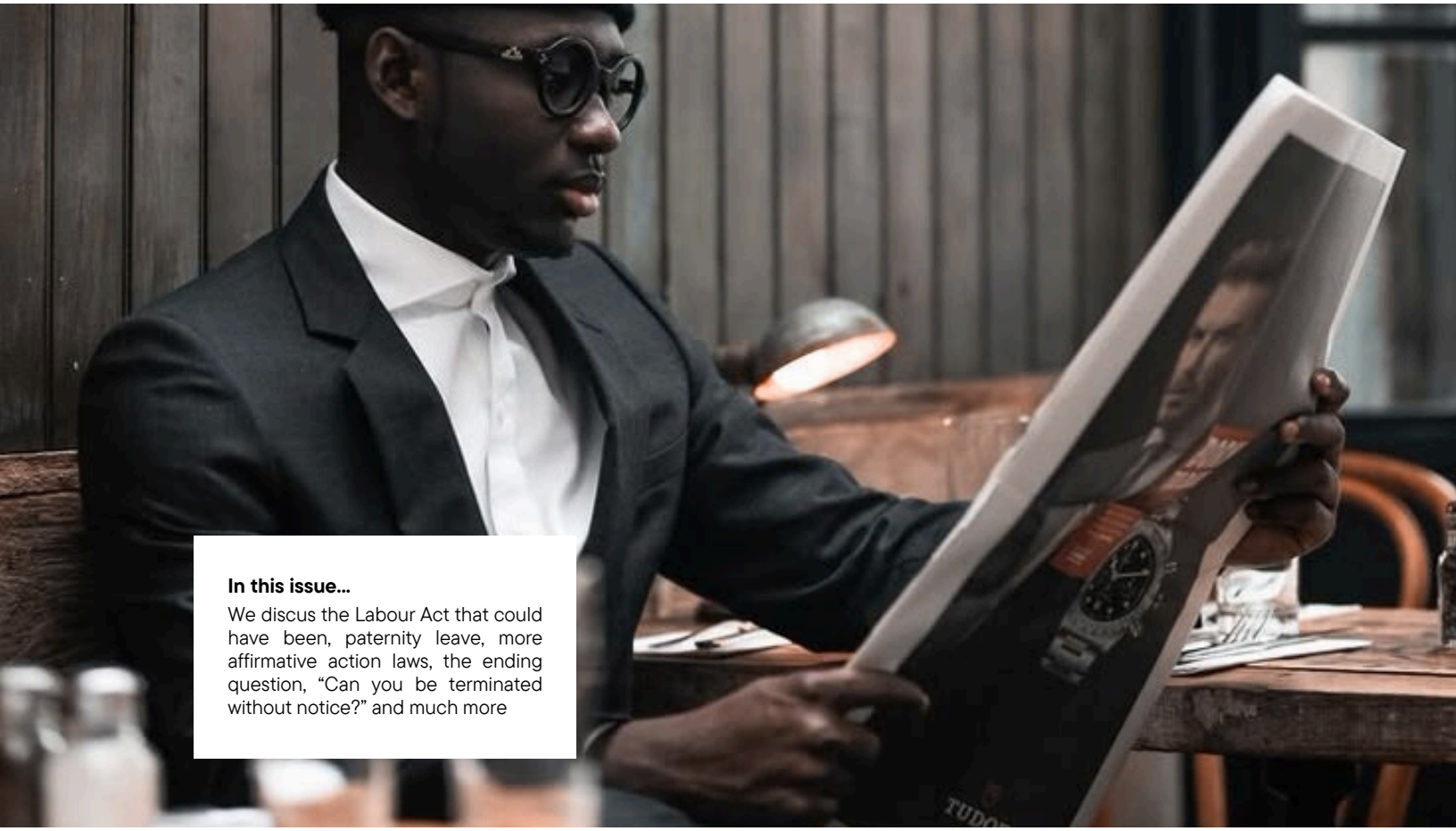
2024 Developments

In Employment Law in Ghana

An overview of the strides in employment law last year



In this issue...

We discus the Labour Act that could have been, paternity leave, more affirmative action laws, the ending question, "Can you be terminated without notice?" and much more

Introduction

Employment law continues to evolve, shaped by legislative reforms, judicial decisions, and emerging workplace trends. As part of our ongoing commitment to tracking and analyzing key developments, the AudreyGrey Employment Law Practice Group presents this 2024 Review of Developments in Employment Law. This publication builds on our 2023 review, providing a comprehensive analysis of significant rulings, policy shifts, and regulatory changes that have impacted employment law in Ghana over the past year.

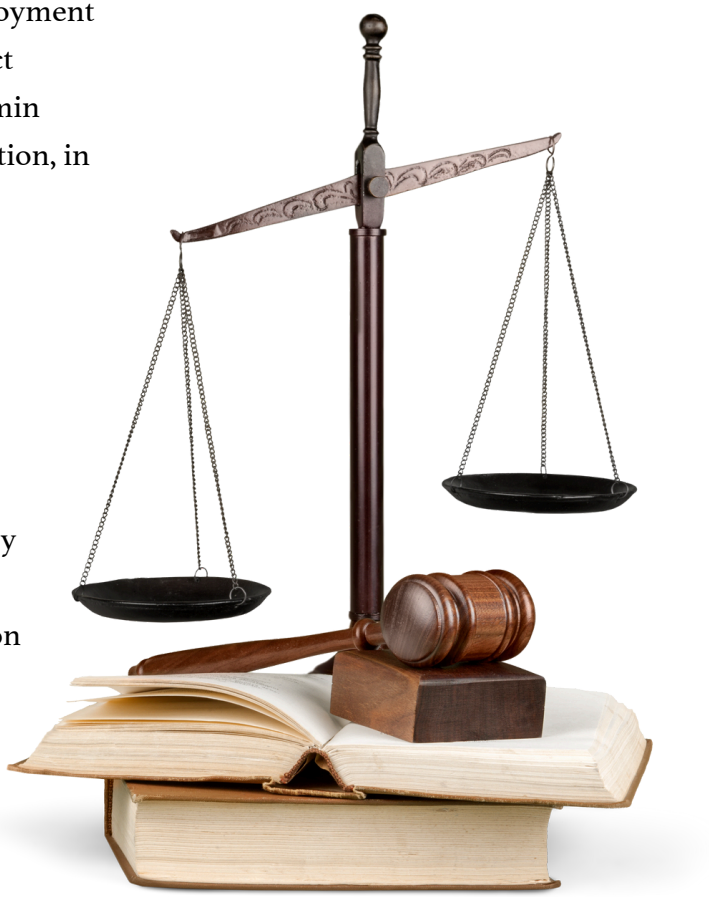
The cases and developments covered in this review have been carefully selected for their significance, either in clarifying legal principles, setting important precedents, or influencing workplace practices. By examining these changes, we aim to equip employers, employees, and practitioners with the insights necessary to navigate the evolving employment law landscape.

As a firm with deep expertise in employment law, we remain committed to providing timely and practical guidance on these critical issues. We trust that this review will serve as a valuable resource for all stakeholders in the field.

Highlights of Legislative Developments

The Labour Act that was not enacted

2024 was supposed to be a significant year for employment law in Ghana. It was expected that a new Labour Act would be enacted. According to Dr. Mohammed Amin Adam, Finance Minister in the previous administration, in the Mid-Year Fiscal Policy Review (paragraph 458) delivered on 23rd
July 2024:



The Government, in collaboration with its Social Partners, developed a draft Labour Bill, 2024 to strengthen labour administration and regulation of the world of work...Key reforms being introduced by the Bill include the establishment of the National Labour Commission as a body corporate, prohibition of child labour, strengthening labour migration governance, improving employment coordination, extension of maternity leave, and introduction of paternity leave, among others."

But this did not materialise.

PATERNITY LEAVE

SIGNS OF THINGS TO COME?

All these legislation contain a standard provision for paternity leave. The provision provides that: "A male staff who is not on probation is entitled to a maximum of ten days paternity leave upon proof that the wife of the staff has delivered." Note that this provision is not applicable to workers covered under the Labour Act, 2003 (Act 651)

The failure of the Labour Act to go through parliamentary process may be compensated for by some other development – the introduction of paternity leave for certain category of workers in the security and intelligence sectors. In three separate legislations: (a) Security and Intelligence Agencies (National Intelligence Bureau) Regulations, 2024 (LI 2485); (b) Security and Intelligence Agencies (Research Department) Regulations, 2024 (LI 2484); and National Signals Bureau Regulations, 2024 (LI 2486), explicit mention is made of paternity leave.

"A male staff who is not on probation is entitled to a maximum of ten days paternity leave upon proof that the wife of the staff has delivered."

Affirmative Action Legislation

Perhaps bigger than the statutory (piecemeal) introduction of paternity leave for actors in the security sector was the passage of the Affirmative Action (Gender Equity) Act, 2024 (Act 1121). The aim of the legislation is to, among other things, ensure the 'attainment of gender equity' in the economic spheres of society. Employers in the private sector are required to take measures to promote gender equity among employees. Similarly, employers are required to have a gender equity policy, which should be reviewed regularly—at least every four years. The Act attempts to use economic incentives to promote compliance with the legislation. These economic incentives include tax benefits for employers and preferential treatment in the award of government contracts under the public procurement arrangement.

In addition to the National Labour Commission's existing mandate of determining redundancy pay disputes, complaints of unfair termination, and unfair labour practices (under Part XVII of the Labour Act), the Affirmative Action legislation now requires the National Labour Commission to 'investigate a labour-related complaint on gender inequity...'

Significantly, the Affirmative Action legislation creates several employment-related offences. It is therefore an offence for an employer to subject an employee to gender-specific verbal attacks, stereotyping, hate speech, or harsh rhetoric. Moreover, it is an offence for an employer to discriminate against, intimidate, or seek to disqualify an employee on the grounds of gender.

Breaches of these provisions carry fines ranging from 500 to 1,000 penalty units and possible custodial sentences of six to 12 months.

Bilateral Labour Agreements

The government announced that it was working on a number of Bilateral Labour Agreements (BLAs) between Ghana and Italy, Mauritius, Libya, Egypt, Saudi Arabia, and Kuwait. It is expected that these bilateral agreements will guide labour export.

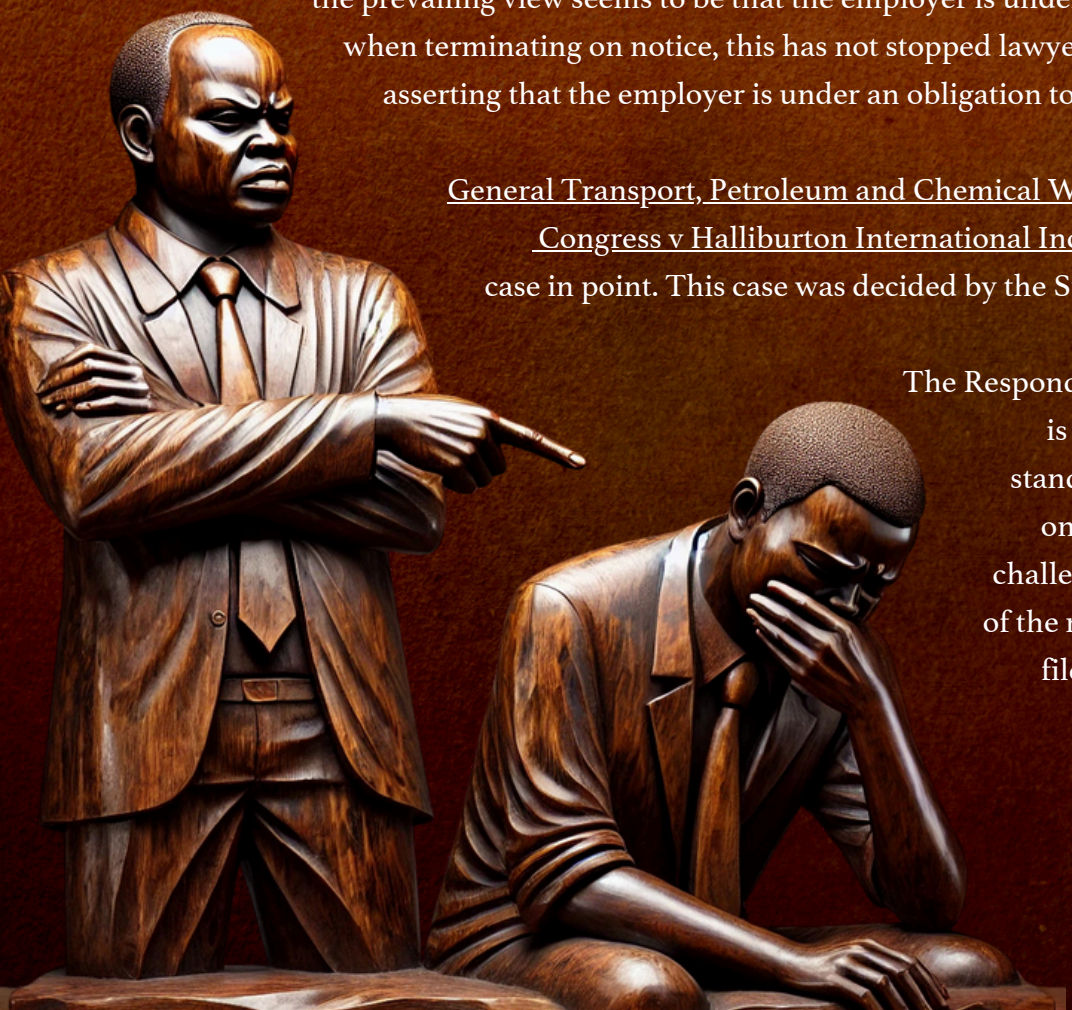
Case Law Developments

Is the employer required to give reason for termination?: The question that won't (simply) go away

> *"Just give me a reason, just a little bit's enough"*
> -Pink ('Just Give Me a Reason')

GTPCW Union of TUC v Halliburton International Incorporated Ghana Branch

One of the persistent questions in employment in law – which won't just go away – is whether the employer is under an obligation to give reasons for terminating an employment contract. While the prevailing view seems to be that the employer is under no obligation to give reasons when terminating on notice, this has not stopped lawyers and, indeed, the court from asserting that the employer is under an obligation to give reasons for termination.



General Transport, Petroleum and Chemical Workers Union of Trade Union Congress v Halliburton International Incorporated Ghana Branch is a case in point. This case was decided by the Supreme Court in March 2024.

The Respondent (one with the long name) is a trade union. One of its long-standing members was terminated on notice. The Union decided to challenge the termination on behalf of the member. Therefore, the union filed a complaint at the National Labour Commission.

The National Labour Commission formed the view that the employer erred in simply terminating the employee on notice – without assigning a reason for the termination. In the words of the National Labour Commission, "Actually, what is worrying us, as we read through this case, there wasn't any termination letter which gives reasons…". Quite naturally, the employer's lawyer protested that under both common law and the Labour Act, the employer had the right to terminate the employee on notice (without an obligation to assign a reason for termination). The commission was clear in its mind that "if you have worked with someone after probation, there must be a reason for termination…".

The employer was dissatisfied. And appealed the decision of the National Labour Commission to the Court of Appeal. The Court of Appeal sided with the National Labour Commission. The Court of Appeal affirmed that the employer was under an obligation to give reasons. This left the employer with no option but to appeal further to the Supreme Court.

By a 3-2 majority, the Supreme Court affirmed the employer's position. According to the Supreme Court, the employer was under no obligation to assign reasons when terminating on notice. The employer bore no liability as long as the termination was in line with the terms of the employment contract and collective agreement. The majority, however, issued an important caveat: "While we maintain that the terms of the Labour Act do not abolish the employer's common law right to terminate upon giving due notice and without a requirement to assign a reason, we must recognise that this right is qualified…".

Of particular interest is the extent of the differences in opinion between the majority and the minority on the question of whether or not there is a duty or an obligation on the employer to give reasons for terminating an employment contract on notice. While the majority held the view that the duty to terminate without reason is qualified, the minority viewed this obligation in absolute terms (i.e., every termination must be accompanied with a reason). According to Baffoe-Bonnie JSC (dissenting): "… the common law principle of terminating without giving reasons has the potential of suppressing the employee. Because of the fear that he/she may lose his job at any time depending on the whims and caprice of the employer who may terminate the employment relationship at any time of the employer's pleasure…"

GTPCW Union of TUC v Halliburton International Incorporated Ghana Branch

A unionised employee may have a contract of employment, and at the same time have the terms of his employment covered by a collective bargaining agreement. The law reconciles this situation by prioritising the document that is more favourable to the employee. Section 105(4) dictates that should a conflict arise between the terms of the collective agreement and any other agreement, the "collective agreement shall prevail unless the terms of the contract are more favourable to the worker".

Here is the problem: Section 19 of the Labour Act provides that the provisions on termination with notice will not be applicable where ...

"in a collective agreement, there are express provisions with respect to the terms and conditions for terminating of the contract of employment which are more beneficial to the worker."

The Trade Union relied on Sections 19 and 105(4) of the Labour Act. They argued that based on the terms of the employment contract, and the collective agreement, the provision related to notice had been disabled – as the terms for terminating an employee under the Collective Bargaining Agreement was more beneficial to the employee. The employer contended that there was no beneficial provision to be relied on by the employee as the employment contract, and the collective bargaining agreement recognise the employer's right to terminate on notice. The question before the Supreme Court, therefore, was whether the Collective Bargaining Agreement between the parties contained provisions on termination that were beneficial to employees. The majority did not think so. The court in evaluating Sections 17, 19, and 105(4) concluded that:

> We find that the clear import of section 19 is that where the provisions of a contract of employment offer a more favourable alternative or a more robust process for termination, or provide more convenient conditions or more rigorous safeguards against the wanton or arbitrary exercise of this common law right to terminate the employment of the employee, section 17 shall be rendered inapplicable, and an employer shall be bound to observe to the letter, whatever more advantageous process was prescribed in the contract of employment for the termination of an employee.

In conclusion, since the terms of the employment contract and the Collective Bargaining Agreement both contained similar provisions in relation to termination on notice, the court formed the view that there was no conflict in this instance. Once again, the fault line between the majority and minority seems to revolve around the question of what constitutes a beneficial provision. While the majority adopted a pound for pound approach (ie. for the Collective Bargaining Agreement to be applicable, provision for termination on notice in the Collective Bargaining Agreement must be more beneficial), the minority seems to have taken the view that the beneficial approach would be to subject the employee to a disciplinary process, as that contained more safeguards and could be said to be beneficial to the employee.

GTPCW Union of TUC v Halliburton International Incorporated Ghana Branch

"When I use a word it means just what I choose it to mean—neither more nor less."

~ **Humpty Dumpty in "Through the Looking-Glass**

Still on this case, the Supreme Court had occasion to deal with what could be considered as one of the most challenging aspects of employment law (in Ghana) – coming to terms with the terminology. Is a termination a dismissal? Is a dismissal separate from a termination? Of course, in casual conversations, a "termination" may be used interchangeably with a "dismissal". However, in the specific context of the case under review, the question revolved around the meaning to be assigned to the expression "termination" in the collective agreement, and whether in truth, there is a difference between a termination, and a dismissal

As far as the relevant facts go, aspects of the collective agreement provided that certain specific events would trigger a "Warning/Termination". Some of these events include failure to perform duty, contravening company rules, acting in a manner that is "prejudicial to the efficient running of the company", drunkenness, and altercation followed by blows during business hours. As the Supreme Court put it, the "warning/termination" caption "led both the Respondent and the Court of Appeal below to come to the conclusion that termination of any form could only be effected once the disciplinary process prescribed in Article 8 had been complied with".

The Supreme Court, after considering the text and context in which the word was used, did not think that the use of the word "termination" in the collective bargaining agreement meant the exercise of a contractual power to bring an employment relationship to an end for no cause. The majority reasoned that while "it is not uncommon for the term 'dismissal' and 'termination' to be used synonymously", the caption "warning/termination" as used in the collective agreement "meant dismissal...". The Court explained that in dealing with such words and phrases, "... a contextually aware judicial disposition is paramount in interpreting the substance to be given to the word 'termination' when used in law, in contracts of employment, or as in this case, in collective agreements."

APPEALING AGAINST DECISIONS EMANATING FROM THE NATIONAL LABOUR COMMISSION

Manford Gyansa-Lutterodt v Afam Concept (Civil Appeal No. J4/62/2022)

This case is a reminder of the significance of procedural rules in access to justice, and how such procedural hurdles could stand in the way of the determination of significant questions of law. The complainant in this matter filed a petition against his employer at the National Labour Commission. The National Labour Commission gave its ruling. The complainant was dissatisfied with the ruling. Under the Labour Act, a person dissatisfied with the decision of the National Labour Commission had 14 days to appeal against it. The complainant became aware of the conclusions reached by the court late in the day and therefore could not meet the 14-day timeline. The complainant applied to the Court of Appeal for an extension of time to file his appeal. The Court of Appeal refused to grant the extension of time on the grounds that there was no such basis under the law for the grant of the extension of time. A further appeal to the Supreme Court suffered another setback. The Supreme Court reasoned that its jurisdiction had not been properly invoked and as a result could not look into the specific questions placed before it. As the court reasoned:

> “where an appeal brought from the Court of Appeal to this Court, did not emanate from a judgment of the High Court in the exercise of its original jurisdiction, then an Appellant would require the leave of the Court of Appeal or special leave of this Court under the provisions of Article 131 (2) of the Constitution and section 4 (2) of the Courts Act, 1993 [Act 459] before the appeal could be entertained.”

> By contrast, where the appeal to this Court involves a civil cause or matter in respect of which an appeal had been brought to the Court of Appeal from a judgment of the High Court in the exercise of its original jurisdiction, then no prior leave was required; the appeal would be entertained as of right as stipulated under the provisions of Article 131 (1)(a) of the 1992 Constitution."

In essence, caution is required when appealing decisions emanating from the National Labour Commission. Non-compliance with the relevant procedural rules may eventually deprive the Court of Appeal or any other court of jurisdiction to deal and try matters of important signficance such as the one under review.

Brief Note on Appealing against Decisions from the National Labour Commission

Section 134 of the Labour Act does two things. It first sets out the forum to which appeals against decisions and orders of the National Labour Commission may be made. Secondly, it sets out the timelines for the filing of such appeals. A person dissatisfied with a decision or order of the National Labour Commission may appeal against that decision or order to the Court of Appeal. Such an appeal ought to be made within 14 days of the making of that decision or order.

In Union of Industry, Commerce and Finance vs. Harlequin International (Ghana) Limited, a preliminary question before the Court of Appeal was whether a person appealing against the decision of the National Labour Commission required leave of the Court of Appeal (in the first place). The Court of Appeal rightly pointed out that there was no leave requirement contained in Section 134 of the Labour Act for leave.

In arriving at this decision, the Court of Appeal departed from its previous decision in Dr. Albert Walter Q. Barnor v. National Trust Holding Company Limited (decided in January 2023). The Barnor case concerned an appeal from the National Labour Commission to the Court of Appeal. The Court of Appeal declined jurisdiction on the basis that its jurisdiction had not been properly invoked.

Final note: where does a person dissatsified with the decision of the National Labour Commission file his appeal? This was one of the issues that the Court of Appeal was faced with in Reliance Personnel v. National Labour Commission. The court ultimately concluded that an appeal against the decision of the National Labour Commission may either be lodged at the Registry of the National Labour Commission or at the Registry of the Court of Appeal.

Causation and the need to establish a link between the injury suffered and employer

This case concerns a Captain of the Ghana Armed Forces claiming amongst other things compensation for her present medical condition – which she alleges originated from her in days in the Ghana Military Academy. According to her, owing to the medical condition, she had incurred significant pain and suffering, and racked up medical bills which the Ghana Armed Forces had failed or refused to settle.

As a result, her writ asked for an order directed at the Defendant to reimburse her for all medical bills, and also lump sum compensation. While the High Court granted her reliefs, the Court of Appeal and Supreme Court did not find merit in her case. According to the Court of Appeal, and the Supreme Court, the appellant had not established sufficient connection between the injuries that she supposedly suffered during her training at the military academy, and her present condition to justify any relief in her favour. As the court pointed out:

> “One would have thought that the plaintiff would have tendered or presented a Medical report to prove the link between her present condition and the injury she sustained over thirty years ago since she herself stated that her case was one of causation.”

Failing this, the Supreme Court did not think that there was a nexus between the injuries suffered by the Plaintiff during her training at the Ghana Military Academy and her current condition. Further, the Plaintiff contention was further heightened by a medical board examination which "did not notice any disability in any part of her body..."

Jurisdiction of the circuit court over unfair termination claims

The Court of Appeal in Alex Sakyi v Prime Infrastructure and Engineering Services Ltd (Suit No. H3/98/2024, 21st March 2024) held that the Circuit Court does not have jurisdiction over unfair termination claims.

The Labour Act makes specific reference to the National Labour Commission as the forum for the determination of complaints of unfair termination. Further, the Supreme Court held in Republic v High Court, Accra (Industrial & Labour Division Court 2); Ex parte: Peter Sangber-Dery & ADB Bank Ltd [2017] JELR 66922 SC that the High Court had jurisdiction on all matters and that there was no specific ouster of the High Court's jurisdiction when it comes to claims regarding unfair termination.

Based on this settled position of the law, the Court of Appeal rightly concluded that the Circuit Court did not have jurisdiction to determine unfair termination claims. As the Court of Appeal pointed out:

> The other reason we proffer for holding that the Circuit Court lacks jurisdiction in labour-related issues as stipulated in Act 651 is that the Act of Parliament did not expressly mention the Circuit Court as one of the courts that shall specifically deal with such matters.

Between Receipt of Terminal Entitlements and Estoppel

Francis Onyina and 93 Others v. Anglogold Ashanti Limited

This case brings to the fore the dicey question of the extent to which unionized employees can agree on a termination package with an employer outside the terms of the collective bargaining agreement. The emphasis here is on "unionized workers." This is because, in the case of non-unionized employees, they are often at liberty—regardless of the terms of their employment contract—to reach a mutual agreement with their employer leading to their exit. But for policy reasons, it seems the situation with respect to non-unionized workers cannot be transposed to unionized workers.

The petitioners—ex-workers of Anglogold Ashanti Limited—were due for redundancy. However, prior to the completion of the redundancy processes, they were informed that in place of a redundancy exercise, they could opt for early retirement. They say that at the time the offer of early retirement was made to them, they were made to understand that it was more advantageous than the redundancy package.

Fast forward, the petitioners discovered that contrary to the representations made to them, the redundancy package was more advantageous than the early retirement package. They therefore petitioned the National Labour Commission, seeking the difference between what they were paid under the early retirement package and what they would have earned under the redundancy package.

The National Labour Commission considered them bound by the decision to accept the offer of early retirement. On an appeal against the decision of the National Labour Commission, the Court of Appeal reversed the decision—asserting that the employees were entitled to the difference between the early retirement package and the amount paid to their colleagues by way of redundancy. The decisive factor influencing the Court of Appeal's decision is Section 105(4) of the Labour Act, which provides as follows: "the rights conferred on a worker by a collective agreement shall not be waived by the worker...."

Therefore, since the Collective Agreement did not provide for early retirements, and the petitioners had been earmarked for redundancy, their entitlement lies in the redundancy package. While not referenced in the Court of Appeal's decision, this case, in some respects, accords with the decision of the Supreme Court in John T. Affuah & Anor v. General Developments Company Limited, which suggested that an employee could stage a comeback for the difference in his termination package where the computation was not in line with the terms of his employment or conditions of service.

Vicarious liability: Whose liability?

Rev. John Korley v Seth Kojo Narh And Ersco Ventures Ltd, High Court, 31st July, 2024.

This case deals with vicarious liability in an employment relationship. It establishes the principle that where an employer gives an express instruction to an employee, but in discharging the instruction, the employee acts contrary to or beyond the instruction given and causes damage or harm to another person, the employer is vicariously liable because the employee will be deemed to be working within the course of his employment.

In the case under review, the employer instructed the employee to cart some cement purchased by the plaintiff to a place designated by the plaintiff. The employee driver was in the company of the plaintiff. Midway into the journey, there was an accident. The plaintiff sustained severe injuries, including a fracture that led to the amputation of his right leg.

The plaintiff sued the employer and the driver on the grounds that the employer was (ultimately) responsible for the injuries he suffered. In his defense, the employer argued that the vehicle in question was designed exclusively for carrying goods and not people, and to that extent, the conduct of his driver could not be attributed to him.

The issue before the court was whether or not the employer could be held vicariously liable for the acts of his driver—considering that his driver was acting outside of his mandate.

The court reasoned that, according to Section 11 of the Labour Act, 2003 (Act 651), an employer is vicariously liable for the actions of an employee if the actions were within the scope of employment. The 2nd Defendant's instruction to the 1st Defendant to deliver the cement was within the scope of his employment. Despite the 2nd Defendant's argument regarding the prohibition of carrying passengers in the vehicle, the plaintiff was engaged in a transaction with the 2nd Defendant, making the transportation an implied term of the transaction. Therefore, the 1st Defendant was acting in the course of his employment in transporting the cement. The Court then concluded that the 2nd Defendant is vicariously liable for the 1st Defendant's negligent actions.

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AudreyGrey is a Ghana-based legal, tax, and professional services firm offering corporate law, tax advisory, compliance, company secretarial, regulatory compliance, and strategic advisory services to local and international corporations entering Ghana. The firm comprises chartered accountants and lawyers dedicated to providing specialist services, enabling clients to focus on their core business. Our expertise spans corporate and commercial law, taxation, labor, immigration, compliance, and insolvency law, as well as related accounting and finance functions.

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Affirmative Action Legislation

Perhaps bigger than the statutory (piecemeal) introduction of paternity leave for actors in the security sector was the passage of the Affirmative Action (Gender Equity) Act, 2024 (Act 1121). The aim of the legislation is to, among other things, ensure the 'attainment of gender equity' in the economic spheres of society. Employers in the private sector are required to take measures to promote gender equity among employees. Similarly, employers are required to have a gender equity policy, which should be reviewed regularly—at least every four years. The Act attempts to use economic incentives to promote compliance with the legislation. These economic incentives include tax benefits for employers and preferential treatment in the award of government contracts under the public procurement arrangement.

In addition to the National Labour Commission's existing mandate of determining redundancy pay disputes, complaints of unfair termination, and unfair labour practices (under Part XVII of the Labour Act), the Affirmative Action legislation now requires the National Labour Commission to 'investigate a labour-related complaint on gender inequity...'

Significantly, the Affirmative Action legislation creates several employment-related offences. It is therefore an offence for an mployer to subject an employee to gender-specific verbal attacks, stereotyping, hate speech, or harsh rhetoric. Moreover, it is an offence for an employer to discriminate against, intimidate, or seek to disqualify an employee on the grounds of gender. Breaches of these provisions carry fines ranging from 500 to 1,000 penalty units and possible custodial sentences of six to 12 months.

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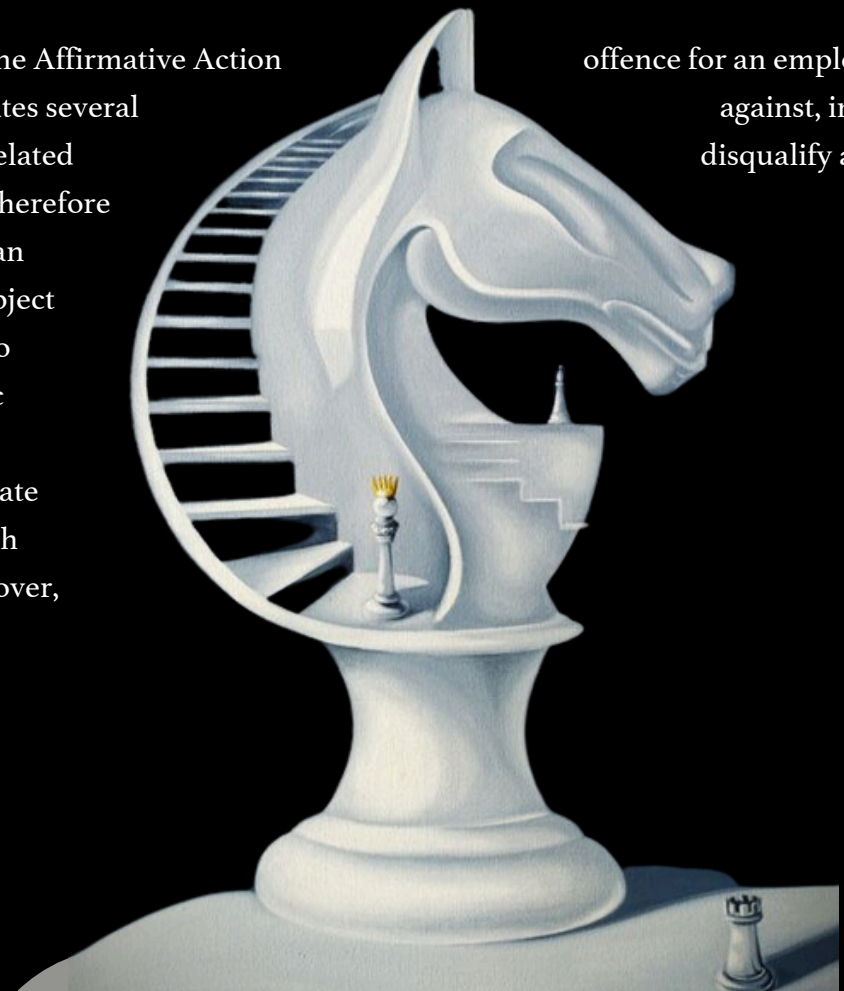

Governance Structure of the CIRIP

The Institute is governed by a council made up of the president of the Institute, the vice president of the Institute, the Registrar of Companies, the CEO of the Institute, three members elected by the institute, one of whom must be a woman, and one representative from each of the following organisations:

1. State Interests and Governance Authority
2. Insolvency Services Division of the ORC
3. Private Enterprise Federation
4. The Chartered Institute of Accountants
5. The Chartered Institute of Bankers
6. The Ghana Bar Association

Each of these persons is to be appointed by the President of Ghana, under article 70 of the Constitution. The Council has general oversight over the institute and its staff. All members of the Council, except the CEO, would remain in office for a term of 3 years. The term may be renewed once only. They are held to high ethical standards including a requirement to ensure punctual attendance at meetings and to avoid conflict of interest. The Council also has 2 sub-committees: the Public Insolvency Supervisory Committee and the Disciplinary Committee, to ensure that practitioners comply with the standards of professionalism in insolvency practice.

Membership of CIRIP and Certification

The Act delineates several categories of members to accommodate different levels of experience and expertise.

A robust certification process ensures that only qualified professionals are admitted to the Institute, with mechanisms in place for suspending or revoking membership in cases of professional misconduct. Below are the various categories of members:


NEWSPAPER


WOMEN IN

Fashionable Young Lady

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TREE STRUCTURE

"Harmony at home starts with thoughtful design."

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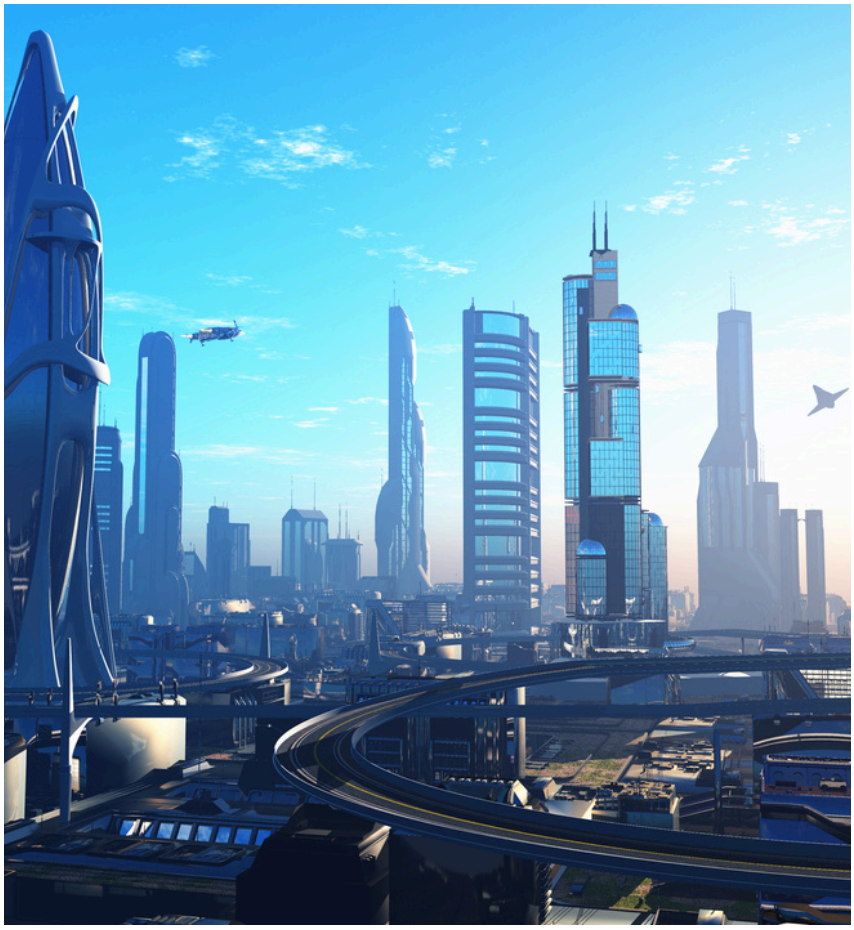

THE FUTURE OF WORK

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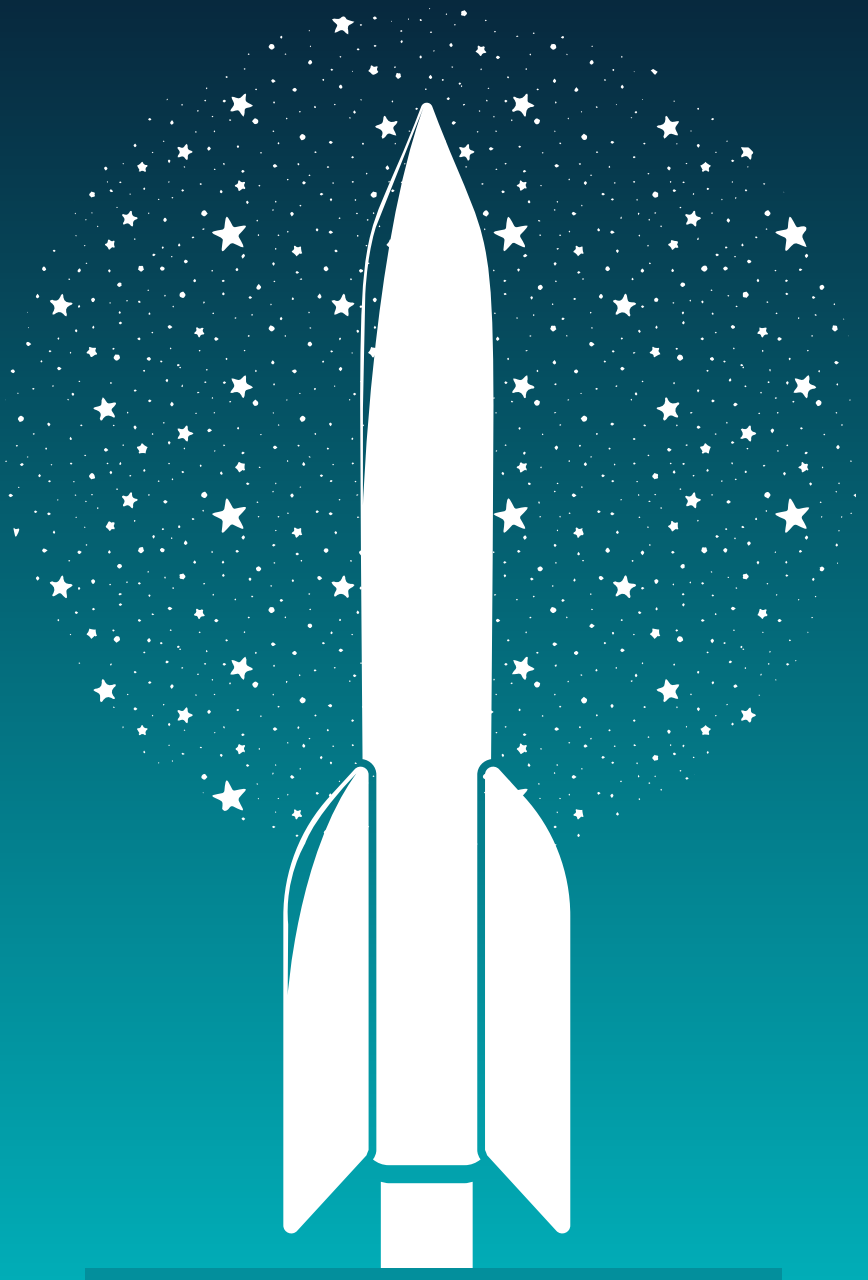
MOMENTUM

UNSTOPPABLE MOTIVATION



HANNAH MORALES


BASED ON THE TRUE EVENT
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PALMERSTON
DANI
MARTINEZ
★★★★★
"A MASTERPIECE"
- Movie Reviewer
"BEST PICTURE OF THE YEAR"
"BEST DIRECTOR"
Adeline
PALMERSTON
Benjamin
SHAH
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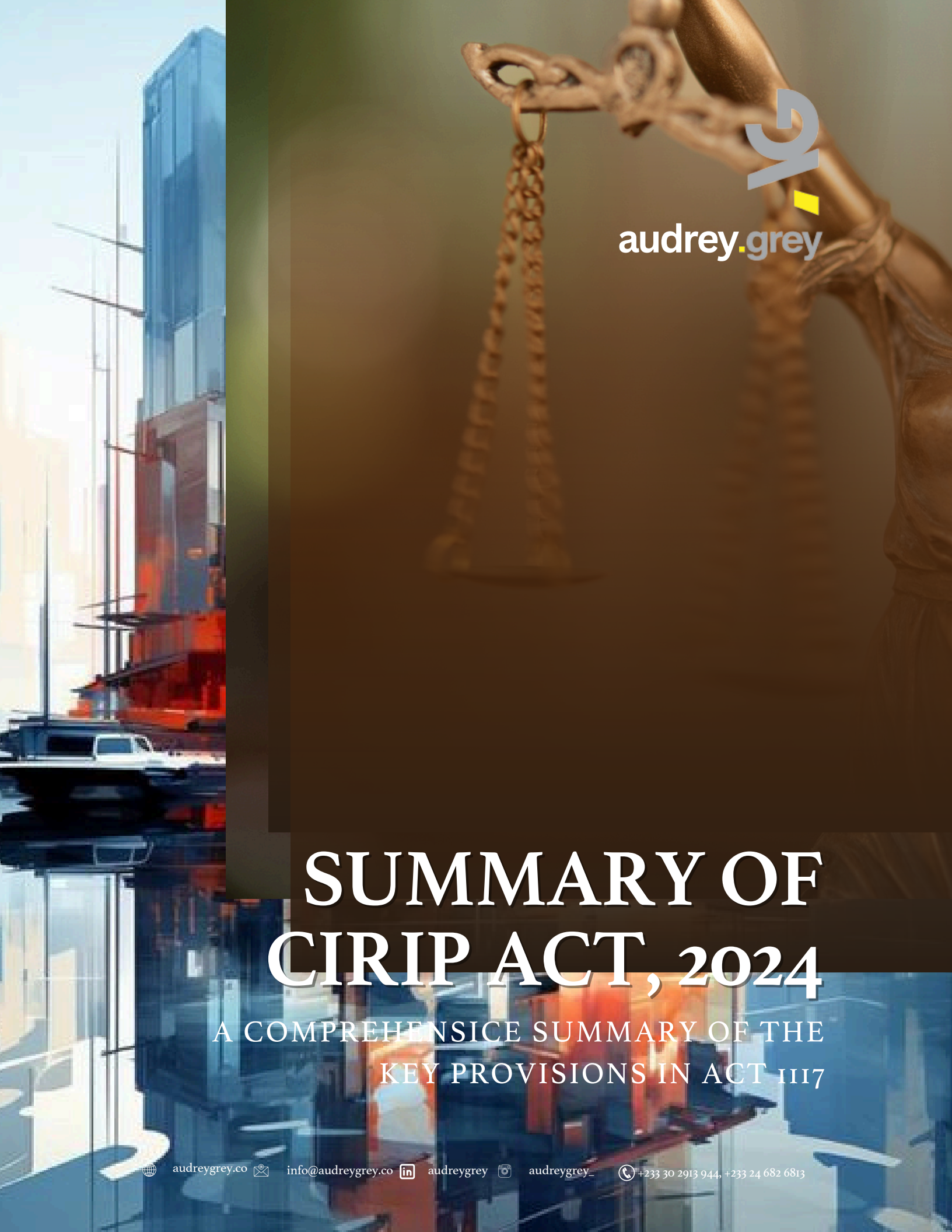
SCHWARTZ
THE SECRET BUILDING
ONLY IN THEATER
THIS SUMMER

SUMMER STORY

Volume III

"Just keep moving forward"



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SUMMARY OF CIRIP ACT, 2024

A COMPREHENSICE SUMMARY OF THE KEY PROVISIONS IN ACT 1117

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GTPCW Union of TUC v Halliburton International Incorporated Ghana Branch

A unionised employee may have a contract of employment, and at the same time have the terms of his employment covered by a collective bargaining agreement. The law reconciles this situation by prioritising the document that is more favourable to the employee. Section 105(4) dictates that should a conflict arise between the terms of the collective agreement and any other agreement, the "collective agreement shall prevail unless the terms of the contract are more favourable to the worker".

Here is the problem: Section 19 of the Labour Act provides that the provisions on termination with notice will not be applicable where ...

"in a collective agreement, there are express provisions with respect to the terms and conditions for terminating of the contract of employment which are more beneficial to the worker."

The Trade Union relied on Sections 19 and 105(4) of the Labour Act. They argued that based on the terms of the employment contract, and the collective agreement, the provision related to notice had been disabled – as the terms for terminating an employee under the Collective Bargaining Agreement was more beneficial to the employee. The employer contended that there was no beneficial provision to be relied on by the employer as the employment contract, and the collective bargaining agreement recognise the employer's right to terminate on notice. The question before the Supreme Court, therefore, was whether the Collective Bargaining Agreement between the parties contained provisions on termination that were beneficial to employees. The majority did not think so. The court in evaluating Sections 17, 19, and 105(4) concluded that:

> We find that the clear import of section 19 is that where the provisions of a contract of employment offer a more favourable alternative or a more robust process for termination, or provide more convenient conditions or more rigorous safeguards against the wanton or arbitrary exercise of this common law right to terminate the employment of the employee, section 17 shall be rendered inapplicable, and an employer shall be bound to observe to the letter, whatever more advantageous process was prescribed in the contract of employment for the termination of an employee.