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Can the refusal to sign a non-competition clause constitute just and sufficient cause for dismissal?

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In a recent decision, *Jean* c. *Omegachem inc.*, the Court of Appeal answered that question by ruling that an employee's refusal to sign a non-competition agreement during employment, which had been discussed when the employee was hired but presented to him three years after commencement of employment, is not a just and sufficient cause for dismissal. This judgment overrules the two decisions rendered by the Commission des relations du travail (hereinafter "CRT") as well as the judgment rendered by the Superior Court of Québec in this case.

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