

# Tips On Giving Working Notice



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In Canada, with few exceptions, an employer must give an employee notice or payment in lieu of notice if the employer wishes to terminate the employment relationship, without cause.

When an employer gives notice, it is generally in the nature of "working notice," i.e. the employee is required to work through the notice period.

## **Amount of Notice**

If the employment contract between the parties contains an enforceable termination provision, the employee's notice entitlement will be stated in the contract. The contractual notice must meet or exceed the minimum statutory notice requirements set out in section 63 of the British Columbia Employment Standards Act.

## **Statutory Notice**

- After 3 consecutive months of employment – one week's notice
- After 12 consecutive months of employment – two weeks notice
- After 3 consecutive years of employment – three weeks of notice, plus one additional week of notice for each additional year of employment to a maximum of 8 weeks of notice.

## **Common Law Notice**

If there is no employment contract between the parties, or if the employment contract does not contain an enforceable termination clause, then the employee is entitled to common law notice. Typically, common law notice is determined by considering the employee's length of service, age, position and salary, and the likelihood of the employee being able to obtain similar employment.

## **Basic Rules Relating to Working Notice**

- The notice must be in writing.
- The notice must be clear and unequivocal.
- If the employer gives insufficient working notice, an employee is entitled to sue for wrongful dismissal.
- If the employee is allowed to work beyond the notice period, the notice is ineffective and the employee must be given fresh notice.
- The terms and conditions of the employee's employment must not be altered during the working notice period.
- The employee must continue to perform all of his/her duties during the working notice period.
- If an employee resigns during the working notice period, he/she is not entitled to be paid for the balance of the working notice period.

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