

# What is Reasonable Notice?



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There is an abundance of case law around the question of reasonable notice of termination when an employer makes the decision to fire an employee. There is much less case law relating to the extent to which employees are obliged to give reasonable notice of resignation.

Generally, all non-unionized employees who are dismissed without cause are entitled to reasonable notice or pay in place of notice, known as severance.

The employer's obligation to provide reasonable notice of an employee's dismissal began with the concept of "working notice", where the employee would be required to continue to work for the employer from the time he or she is notified of the dismissal until the effective date of the termination, at some later point in time. Although working notice still occurs in some instances today, it is far less common than the concept of "pay in place of notice". In this case, the employee is asked to leave the workplace at the time he or she is notified of the termination and the employer will provide salary continuance or a lump sum payment instead of having the employee continue to come to work.

What is most often disputed is the amount of notice that an employee is entitled to. In other words, the critical question to ask when an employee has been dismissed is what is the length of the notice period?