

When You Don't Have to Pay Termination Notice



The time periods listed below are the maximum permitted by employment standard laws. Collective agreements and employment contracts may require payment within a shorter—but not longer—time period.

FEDERAL:

1. Termination notice not required to employees terminated for just cause;
2. Code doesn't define or give specific examples of just cause but HRSDC provides guidance for employers

[*Canada Labour Code*, Section 230(1)]

ALBERTA:

Termination notice not required if:

1. a. employee terminated for just cause;
2. Employment was 3 months or less;
3. Employment is for definite term or task for period not more than 12 months and employment ends upon completion;
4. Layoff occurs after employer offers reasonable alternative work and employee refuses;
5. Employee refuses work offered via seniority system;
6. Employee not provided work due to strike or lockout at his workplace;
7. Agreement lets employee elect to work or not work for a temporary period when employer requests;
8. Contract is or becomes impossible to perform due unforeseeable or unpreventable causes beyond employer's control;
9. Employment is seasonal and ends at season's end; or.
10. Employment ends via temporary layoff under Sections 62-64

[*Employment Standards Code*, Section 55(2)].

BRITISH COLUMBIA: Termination notice not required if:

1. Employee terminated before end probationary period;
2. Termination is for just cause;
3. Arrangement lets employer request that employee come to work at any time for a

temporary period and employee may accept or reject one or more of the temporary periods;

4. Employment is for a definite term;
5. Employment is for specific work to be completed in a period of up to 12 months;
6. Contract is impossible to perform due to an unforeseeable event or circumstance other than receivership or insolvency proceeding;
7. Employee is employed at construction site(s) by employer whose principal business is construction;
8. Employee is offered and refuses reasonable employment by employer;
9. Employee is a teacher; or
10. Employee is covered by collective agreement: a. in seasonal industry where the practice is to lay off and recall employees each year; b. the employee was notified of such when hired; and c. Employee is laid off or terminated as result of normal seasonal reduction, suspension or closing of operation

[*Employment Standards Act*, Sections 63 and 65].

MANITOBA: Termination notice not required if:

1. Employment ends before probationary period expires;
2. Employment is for fixed term and terminates at end of term;
3. Employment is for specific task lasting 12 months or less and ends upon completion of that task;
4. Employee is employed in construction;
5. Arrangement lets employee choose to work or not work for temporary period when employer requests;
6. Contract is impossible to perform or frustrated by fortuitous or unforeseeable circumstance;
7. Employee is on strike or locked out and termination meets requirements for termination in those circumstances;
8. Employee is terminated for just cause;
9. Employee gives written notice of intent to quit or retire on specific date and employment is terminated on that date; and/or
10. Employer's business or part of business in which employ works is sold or transferred, and employee is immediately re-hired on equivalent or better terms and conditions

[*Employment Standards Code*, Section 62(1)].

NEW BRUNSWICK: Termination notice not required if:

1. Employee terminated for just cause;
2. For layoff of up to 6 days for any reason;
3. For layoff due to lack of work for unforeseen reason lasting as long as lack of work continues;
4. Employment is for definite assignment lasting 12 months or less and ends upon completion of that assignment regardless of whether term set out in contract;
5. Employee completes fixed term of employment set in contract—but notice is due if works at least 3 months past that date;
6. Employee retires under bona fide retirement plan;
7. Employee does construction work in construction industry;
8. Termination is part of normal seasonal reduction, suspension or closing of operation; or
9. Regulation otherwise says notice not required for termination

[*Employment Standards Act*, Sections 30(1) and 31].

NEWFOUNDLAND & LABRADOR: Termination notice not required if:

1. Employee willfully refuses to obey lawful instructions, commits misconduct or is so neglectful of duty to hurt employer, or otherwise violates a material contract condition warranting summary dismissal;
2. For temporary layoff not going over a week;
3. Employee hired for a firm, non-renewable term or for a specific task not exceeding 12 months and employment not terminated before completion of that term or task;
4. Employer offers and employee rejects "reasonable alternative employment of similar nature requiring similar skill, effort and ability that would enable employee to earn during a similar number of working hours" a comparable wage;
5. Employee reaches retirement age under "established practice of the undertaking";
6. Termination required due to: i. destruction or major breakdown of plant machinery or equipment; or ii. climatic or economic conditions beyond the employer's foreseeable control that necessitate declaration of redundancy; or
7. Employment contract has lasted less than 30 days

[*Labour Standards Act*, Section 53].

NORTHWEST TERRITORIES/NUNAVUT: Termination notice not required if:

1. Employment is less than 90 days;
2. Employee is temporarily laid off;
3. Employee terminated in a trade exempt from ESA notice requirements;
4. Employee is terminated for just cause;
5. Termination is because of employee's refusal of employer offer of reasonable alternative work; or f. Employee on temporary layoff doesn't return to work within 7 days after employer's written request that he return

[*Northwest Territories Employment Standards Act*, Section 37/*Nunavut Labour Standards Act*, Section 14.04].

NOVA SCOTIA:

Termination notice not required if:

1. Employee is guilty of willful misconduct or disobedience or neglect of duty not condoned by employer;
2. Employment is less than 3 months;
3. Employment is for definite term or task not exceeding 12 months;
4. Temporary layoff not exceeding 6 consecutive days;
5. Discharge or layoff is for any cause beyond employer's control as long as employer uses due diligence to foresee and avoid that cause;
6. Employer offers employee reasonable other employment;
7. Employee reaches retirement age set by employer on basis of "bona fide occupational requirement" for position; or
8. Employee employed in construction or other industry exempt from notice requirements by regulation

[*Labour Standards Code*, Section 72].

ONTARIO: Termination notice not required if:

1. Employment is less than 3 months;
2. Hiring is on basis that employment is to end on the expiry of a definite term or completion of specific task unless: a. employment ends before the expiry of term

- or completion of task; b. term expires or task isn't completed more than 12 months after employment begins; or c. Employment continues for 3 months after expiry of term or completion of task;
3. Employee is on temporary layoff;
 4. Employee is guilty of willful misconduct, disobedience or willful neglect of duty that's not trivial and not condoned by employer;
 5. Contract becomes impossible to perform or is frustrated by fortuitous or unforeseeable event or circumstance;
 6. Employee refuses reasonable alternative employment offered by employer or made available via seniority system;
 7. Employee on temporary layoff doesn't return to work within reasonable time of employer's request to do so;
 8. Employment terminated during or as a result of a strike or lockout at place of employment;
 9. Employee employed in construction; or
 10. Employee terminated upon reaching retirement age under employer's "established practice" as long as termination doesn't violate *Human Rights Code*;

[*Employment Standards Act, Section 54; Ontario Reg. 288/01, Termination and Severance of Employment, Section 2(1)*].

PRINCE EDWARD ISLAND: Termination notice not required if:

1. Employee terminated for just cause;
2. Employment is to perform definite task for period not exceeding 12 months;
3. Person is laid off for period not exceeding 6 consecutive days;
4. Employer offers reasonable other employment;
5. Person is terminated or laid off for any cause beyond employer's control, as long as employer exercises due diligence to foresee or avoid the cause; or
6. Termination or layoff is due to labour disputes, weather conditions or government actions directly affecting the employer's operations

[*Employment Standards Act, Section 29*].

QUÉBEC: Termination not required if:

1. Employee has less than 3 months of uninterrupted service;
2. Contract is for a fixed term or specific undertaking that has expired;
3. Employee commits a "serious fault"; or
4. Where the end of the contract or layoff is the result of "superior force"

[*An Act respecting labour standards, Section 82.1*].

SASKATCHEWAN: Termination notice not required if:

1. Termination or layoff is for just cause;
2. Employee has 13 consecutive weeks or less of service;
3. Employee is a care provider (other than live-in care provider);
4. Employment arrangement: a. lets employer request that employee come to work at any time for a temporary period; and b. employee has option to accept or reject request;
5. Employment is for a definite term; g. Employment is for specific project with a reasonably foreseeable completion date;
6. Employee refuses employer offer of reasonable alternative work or employment;
7. Termination is due to a seasonal and normal reduction, suspension or closing of operations;
8. Employee is laid off for period not exceeding 26 weeks;

9. Employee terminated because of reaching employer's established retirement age;
- l. Contract is impossible to perform due to unforeseeable events or circumstances

[*Saskatchewan Employment Act*, Section 2-60(1); *Employment Standards Reg.*, RRS cS-15.1 Reg5, Sections 30 and 31].

YUKON: Termination notice not required:

1. In construction industry;
2. For seasonal or intermittent undertaking operating less than 6 month in a year;
3. If employee discharged for just cause;
4. To employee whose employer failed to abide by the terms of the employment contract;
5. To employee on temporary layoff; f. If contract is impossible to perform due to unforeseen events or circumstances;
6. If employee refuses employer's offer of reasonable alternative employment;
7. If termination is due to employee's completion of project or assignment he was hired to perform over period not exceeding 12 months (regardless of whether contract lists exact period); or
8. If employee is still employed after completing term of employment set in contract unless that employment is more than one month after the term's completion

[*Employment Standards Act*, Section 49(1)]