

**Overview** ..... 2

    Instructions ..... 2

    “Without Prejudice” – What is it? How and when is it used? ..... 2

**Termination Letters** ..... 4

    When to Use Each Type of Termination Letter ..... 4

    Paid Notice for Termination Without Cause or Permanent Lay-Off..... 5

    Termination Without Cause or Permanent Lay-Off with Working Notice ..... 7

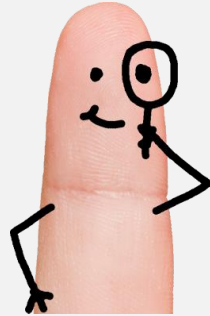
    Termination with Cause with No Severance..... 10

    Termination with Cause with Severance (Consideration) ..... 11

    Temporary Lay-Off ..... 12

    Failure to Successfully Complete Probationary Period..... 13

**RELEASE**..... 15



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**

The rationale for this principle is that it is in the public interest to encourage the Company and an employee to settle a dispute and avoid litigation wherever possible. Therefore, if the Company tries to settle a dispute under the cloak of without prejudice privilege, such communication cannot be used against the Company when the matter becomes before the courts.

### WHEN NOT TO USE IT

If the Company relies on the “without prejudice” privilege, we must show that the dispute existed at the time of the “without prejudice” communication and that either legal proceedings had commenced or that the communication was in contemplation of litigation.

It is not enough that the communication concerns the matter in dispute for the privilege to be upheld - **the communication must attempt to settle the dispute**. This is very important. Just marking something “without prejudice” does not necessarily afford it protection. It is the substance of the document or correspondence that determines whether privilege attaches to it and so there has to be a genuine attempt to resolve a dispute.

### WHEN TO USE IT

Labelling a document or discussion “without prejudice” should be used when such communication is putting forward terms to try to settle a dispute or shows a genuine willingness to negotiate. If communications are labelled “without prejudice” but have nothing to do with settlement negotiations, such communications will not necessarily be treated by the courts as privileged (i.e. they may be admitted as evidence in court).

### HOW TO USE IT

If labelling a document “Without Prejudice” is warranted, include it in capital letters at the top of the document as shown in the following example:

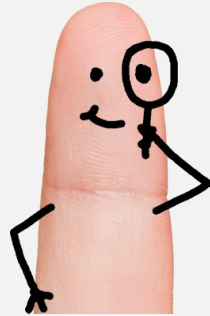
January 15, 2020

WITHOUT PREJUDICE

Larry Seinfeld

<Company address or employee address>

<Hand Delivered>



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**

Note that the no-notice provision during the probationary period must be included in the employment contract and signed prior to the employee's first day of work.

## Paid Notice for Termination Without Cause or Permanent Lay-Off

date

WITHOUT PREJUDICE

Employee Full Name

Company Address

Hand Delivered

Dear employee first name,

We regret to inform you that your employment with Formal Company Name (the "Company") will terminate effective immediately.

### Final Pay

The Company will pay any final wages and outstanding accrued vacation.

### Severance Payment

On a without prejudice basis and in order to assist your transition to new employment, we are prepared to provide you with a lump sum payment equal to # of weeks weeks of your base salary plus an amount in respect to RRSP contribution at percentage%, less required statutory deductions; (the "Severance Payment"):

In order to receive the Severance Payment you must satisfy the following conditions:

1. You must sign and return to us a copy of this letter and the enclosed Release by Minimum 5 business days;
2. You must keep the financial terms of the offer confidential, except that you may disclose them to your spouse and professional advisors, including legal counsel. A breach of this confidence will render this offer void.

### Record of Employment

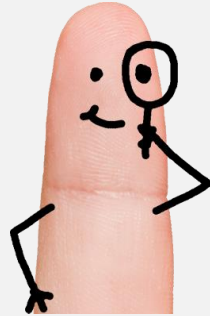
Your ROE will be available to you after your final payroll is run, with a paper copy of your ROE being mailed out to your home address.

### RRSP

Your RRSP contribution will be calculated up to and including your last day of work. Name of Bank or Institution will contact you directly to discuss transfer options. If you have any questions concerning your RRSP, please contact contact name at Name of Bank or Institution.

### Benefits

All of your benefits (Basic AD&D, Life, Short-term and Long-term Disability, Extended Health, Dental, other benefits if applicable) will end immediately.



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**

I have received a copy of the above letter.

Signature - Employee Name

Date

## Termination Without Cause or Permanent Lay-Off with Working Notice

---

date

Employee Full Name

Company Address

Hand Delivered

Dear employee first name,

We regret to inform you that your employment with Formal Company Name (the “Company”) will terminate effective date (the “Departure Date”).

This decision should not be in anyway viewed as a reflection of your work quality or performance. Unfortunately, economic conditions have forced us to make this decision.

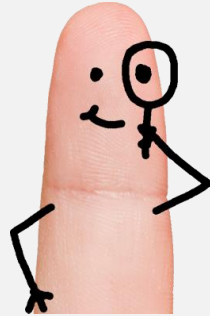
### Working Notice

Between now and the Departure Date will be your period of working notice (the “Working Notice Period”). This Working Notice Period meets or exceeds your entitlement to notice of termination pursuant to the Insert relevant employment standards act. During the Working Notice Period, the Company expects you to continue performing your duties as expected and to assist as needed with any transition or closure related duties assigned to you by the Company. All of your remuneration and benefits will be continued until your Departure Date.

### Final Pay

On or shortly after the Departure Date, (or your last day worked, if you resign or are dismissed during the Working Notice Period), the Company will pay any final wages and outstanding accrued vacation.

### Severance Payment



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**



Your ROE will be available to you after your final payroll is run, with a paper copy of your ROE being mailed out to your home address.

### **RRSP**

Your RRSP contribution will be calculated up to and including the Departure Date (or your last day worked, if you resign or are dismissed during the Working Notice Period). Name of Bank or Institution will contact you directly to discuss transfer options. If you have any questions concerning your RRSP, please contact contact name at Name of Bank or Institution.

### **Benefits**

All of your benefits (Extended Health, Dental, other benefits if applicable) will terminate on the Departure Date (or your last day worked, if you resign or are dismissed during your Working Notice Period). For more information on your benefits and/or conversion of benefits please contact Benefits Provider phone number as soon as possible if you wish to seek individual coverage as there is often short deadlines by which benefits must be converted.

### **Employee Assistance Program**

While you remain employed, our benefits program includes an Employee Assistance Program (EAP), delivered by Benefits Provider. Further information is provided with this letter for ease of reference.

### **Outplacement Services**

The Company is committed to help you transition to a new job. As such we have engaged an outplacement consultant, Benefits Provider to assist you in the last three months of your employment with resume writing and interview skills workshops.

### **Confirmation of Employment**

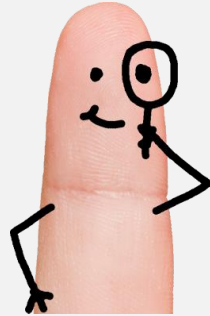
To help you transition to a new job, upon request, we would be pleased to provide you with an employment verification letter.

### **Company Property**

Please return any Company property to the Company on or before the Departure Date (or your last day worked, if you resign or are dismissed during the Working Notice Period). This includes but is not exclusive to your door pass, office/desk keys, computer hardware, software and telecommunications equipment and accessories, files (both electronic and hard copies), credit cards, and documents belonging to and/or paid for by the Company that are in your possession or control other than such property as the Company has specifically advised you in writing that you may retain. Electronic copies of Company documents should be permanently erased and deleted from your personal computer systems.

### **Confidentiality**

We also remind you that even once your employment ends you will continue to owe a duty of confidence to the Company, and that the Name of Agreement - if applicable Agreement which you previously signed remains in place. That means you must not use or disclose, for your benefit or the benefit of another, information that is unique and confidential to the Company and not in the public domain such as intellectual property, financial information, actual or prospective transactions or business strategies.



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**

Sincerely,

Name of authorized manager or HR, Title

**CUSTOMIZER: Insert Company Name**

Copy: Payroll, HR

I have received a copy of the above letter.

Signature - Employee Name

Date

### Termination with Cause with Severance (Consideration)

---

date

Employee Full Name

Company Address

Hand Delivered

Dear employee first name,

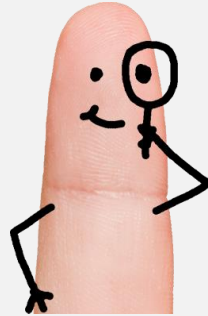
Describe issue. Example

As you are aware we once again received a serious complaint about your interaction with one of our most important customers. Given that you are at the front desk and represent the first level of our customer service, the manner in which you conduct yourself with customers is a critical component to their satisfaction and retention.

We were completely dismayed to hear from Customer A this past Friday about your unacceptable interaction with them including the raising of your voice. Our documentation shows that you have been warned on a number of occasions that we require you to interact with our customers in a respectful and considerate manner and that your negative approach towards this most critical position must be improved. Yet nothing has changed and once again, we are faced with a very unhappy customer. We cannot continue to put our business in jeopardy.

However, notwithstanding that we believe we have just cause for the termination of your employment, we are prepared to offer you the following <in light of your long service with the Company>:

7. Lump sum payment of \$ [ ] .00 gross, all or part of which can be paid into your RRSP, upon proof of room;



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**

- ◆ In consideration of our regularly scheduled payroll deposit, your outstanding wages and a Record of Employment will be processed on [REDACTED].
- ◆ You are asked to make arrangements with our Payroll department to continue payments to any other Company-sponsored programs or automatic payroll deductions.

Please indicate receipt of this letter by signing both copies and returning one copy to contact name by date - 3 business days from letter date. You may retain the other copy for your records.

Employee first name, we very much regret that we had to make this decision and have not done so lightly. At this point, it is our expectation that you will be recalled to work in the near future.

Sincerely,

Name of authorized manager or HR, Title

**CUSTOMIZER: Insert Company Name**

Copy: Payroll, HR

**I have received a copy of the above letter.**

Signature - Employee Name

Date

## Failure to Successfully Complete Probationary Period

date

Employee Full Name

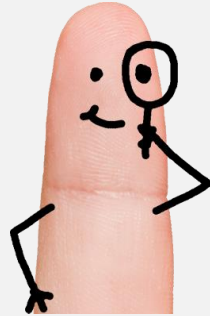
Company Address

Hand Delivered

Dear employee first name,

As you know, your employment was subject to a probationary period of EXAMPLE: 3 months. During this period, your performance and skills were assessed against the position duties and success traits.

As you are also aware, we extended your probationary period in the hope that the additional time would allow you to meet the criteria required to be successful in your position as CUSTOMIZER: insert position title.



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

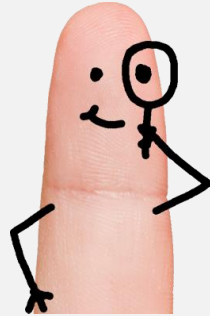
**FOR  
HR CONSULTANTS**

## RELEASE

**FOR AND IN CONSIDERATION** of the terms contained in the letter dated date and attached hereto (the “**Letter**”), and other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I, Employee Name, HEREBY REMISE, RELEASE AND FOREVER DISCHARGE **Formal Company Name** including its past, present and future related and affiliated entities, predecessors, successors, assigns, partners, offices, board members, directors, contractors, employees, insurers and agents and each of their respective past, present, and future predecessors, successors, assigns, partners, offices, board members, directors, contractors, employees, insurers and agents (collectively, the “**Releasees**”) from any and all manner of actions, causes of action, complaints, suits, debts, damages, covenants, contracts, bonuses, costs, expenses, compensation, rights, claims, and demands whatsoever, whether in law or in equity, relating to my employment with the Releasees or the cessation of that employment, and without limiting the generality of the foregoing, any claims or rights under the Insert relevant employment standards act, the Insert relevant Human Rights Code, and any other applicable provincial or federal legislation, any claims or rights for reinstatement, any claims or rights for severance pay or pay in lieu of notice of termination, damages for loss of reputation, loss of position, loss of status, loss of future job opportunities, and constructive termination, any claims or rights arising from the manner and timing of the termination, and any claims or rights under the weekly indemnity, short and long term disability, incentive and other benefit plans of the Releasees.

**IT IS UNDERSTOOD AND AGREED** that:

1. By virtue of the terms of settlement contained in the Letter, I will have received all wages including, without limiting the generality of the foregoing, overtime pay, vacation pay, statutory holiday pay and pay in respect of termination of employment to which I am entitled under the Insert relevant employment standards act;
2. the Releasees have satisfied all obligations to me under the Insert relevant employment standards act, and Insert relevant Human Rights Code in relation to my employment and the cessation of my employment, and there is no factual or legal basis for any claim or entitlement against the Releasees under any of those statutes;
3. the payment or payments to me by or on behalf of the Releasees are not to be construed as an admission of liability on the part of any of the Releasees, which liability is expressly denied;
4. this Release is executed by me and the said consideration is accepted by me for the purpose of making a full, final and irrevocable settlement of any and all claims or rights whatsoever and howsoever arising against the Releasees relating to my employment or the cessation thereof;
5. I will not make any further claim or take any proceedings whatsoever against the Releasees or any other person, company, or other legal entity who might claim contribution or indemnity from the Releasees in respect of matters that are the subject matter of this Release;
6. the facts in respect of which the Release is made may prove to be other than or different from the facts now known or believed to be true, and I expressly accept and assume the risk of the facts being different, and agree that this Release will be in all respects enforceable and not subject to termination, rescission, or variation by discovery of any different facts;



Preview for this page is not available

Download the free editable version of this document  
PLUS download a free zip file of popular templates!

[FIND OUT MORE](#)

- OR -

Unlock features for all templates & kits.  
Get ConnectsUs HR™ now!

**FOR  
SMALL BUSINESS**

**FOR  
HR CONSULTANTS**