
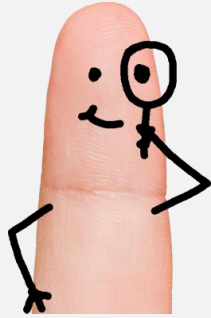


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2. Use this Termination Template with Caution

The termination letters listed below provide basic sample templates for common termination scenarios.

These letters do not encompass all possible circumstances that may need to be addressed in a termination letter since expanding and including numerous scenarios along with their accompanying “if-ands-or-buts” would result in confusion, ambiguity and frustration on the part of the user.

The scripts also do not flesh out differences between provinces and are provided to outline the recommended basic clauses to include in a termination letter.

Consult an [employment lawyer](#) to ensure that you get the right advice for your specific situation.

3. Terminating Employees with Signed Employment Contracts & Termination Clauses

One of the top benefits derived from employers ensuring that signed employment contracts are executed for every employee, is getting upfront agreement on termination clauses from both parties. This means that when you must end an employment relationship, you don't have to do any heavy lifting, calculations, or negotiations. The amount due to the employee upon termination is already determined and the termination payment is simply transcribed into the template.

The language may look something like this:

Termination Notice

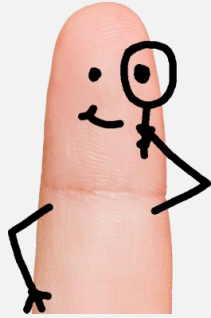
In accordance with your executed employment agreement dated date, you will be paid \$ representing weeks of regular wages.

If you want to obtain a [Release](#) from an employee to ensure they don't embark upon litigation for whatever reason, or to obtain assurance of confidentiality or some other subject that is of post-termination benefit to you, you can offer the employee additional severance in exchange for signing the Release.

The language may look something like this:

In addition to the amounts noted above and on a without prejudice basis, the Company is prepared to provide you with a lump sum payment representing a further two (2) weeks of regular wages (less required deductions). To be eligible to receive this additional payment, you must satisfy the following conditions:

1. Return the following to us by Insert date (recommended not less than 5 business days):
 - a. A signed copy of this letter;
 - b. The signed and witnessed enclosed General Release in the form enclosed with this letter.
2. Keep the financial terms of this offer confidential, except that you may disclose them to your spouse and professional advisors, including legal counsel.



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5. When to Use Each Type of Termination Letter

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

Used for immediate terminations.

8. Working & Paid Notice for Termination Without Cause or Permanent Lay-Off

Used when the Company wants the employee to work during a portion of the notice period and be provided with an incentive to remain with the Company until the end of the working notice. May also be used for working notice only with minor adjustments to the letter.

This option is usually used when a group of employees are being affected.

Working notice is not recommended for most individual involuntary terminations but may be feasible given the manner in which this letter is written that combines both working and paid notice.

9. Termination with Cause with No Severance

Used when the Company can defend their position that there was just cause for immediate termination of an employee and no notice is due. Some examples include:

- The employee exhibited gross misconduct or insubordination
- Breached a fundamental clause in employment contract or employee handbook
- Detailed solid written documentation providing the employee with warnings about poor performance is available
- After a failed formal performance improvement plan.

10. Termination with Cause with Severance (Consideration)

Used in the same circumstances as (3) above, but the Company wants to obtain a release from the employee in exchange for some consideration to manage any risk of litigation.

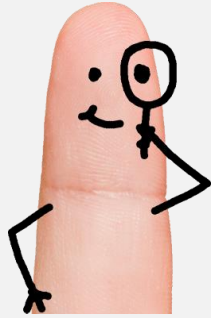
11. Temporary Lay-Off

Used when an employee is terminated due to business performance but is expected to be recalled to work.

12. Failure to Successfully Complete Probationary Period

Used when an employee's probationary period was not successfully completed, and the Company does not anticipate improved performance by the employee.

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



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7. A Release. What is it and When is it Used?

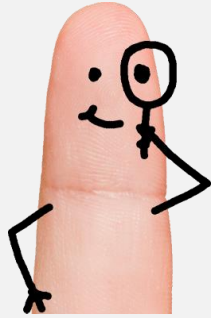
The Release template is provided at the end of this document.

A signed Release is a legal agreement that protects both the employee and the Company from the risk of future legal action.

A Release can only be presented to an employee for signing when there is “consideration” (something of value that the employee is not already contractually or legally entitled to).

For example, if the employee’s employment agreement stipulates that they will receive 4 weeks of notice upon termination without cause, the Company can’t ask an employee to sign a Release in exchange for that 4 weeks unless the Company provides the employee with additional “consideration” because the 4 weeks is something the employee is already contractually entitled to.

Similarly, the Company can’t withhold an employee’s last pay, vacation or record of employment until they sign the Release because the employee is already legally entitled to these.



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

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.

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 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 immediately. 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.

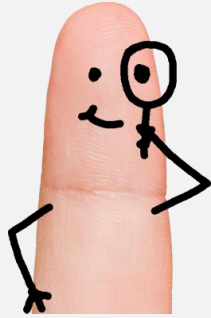
We very much regret that we had to make this decision and have not done so lightly.

Sincerely,

Name of authorized manager or HR, Title

CUSTOMIZER: Insert Company Name

Copy: Payroll, HR



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Additional Severance Payment

Although the working notice we are providing to you satisfies our obligations to you under the Insert relevant employment standards act or the employee's executed employment agreement that sets out terms for termination, on a without prejudice basis and in order to assist your transition to new employment, we are prepared to provide you with the following additional severance payment (the "Severance Payment"):

1. You will receive 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;
2. We will continue your coverage under the Company's Name of Insurer Extended Health and Dental Plan, subject to Name of Insurer's approval and the terms of the benefit plans, for # of weeks weeks following the Departure Date; and
3. We will continue your coverage under the Company's Employee Assistance Program (EAP), for # of weeks weeks following the Departure Date, subject to provider approval.

Please note that due to the terms of our benefit plans, we are unable to continue your Basic AD&D, Life, or Short-term and Long-term Disability benefits beyond the ending of your employment. These benefits will end on the Departure Date.

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

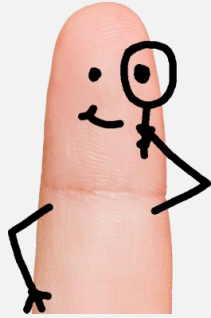
1. Return the following to us:
 - a. A signed copy of this letter by Insert date (recommended not less than 5 business days);
 - b. The signed and witnessed enclosed General Release within a week prior to the Departure Date;
2. You must remain working diligently until the Departure Date. If you resign or are terminated for cause prior to that date, you will not receive the Severance Payment; and
3. 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.

Resignation or Termination before Departure Date

We are hopeful that you will continue your employment with the Company until your Departure Date. Should you choose, however, to resign during the Working Notice Period, your employment with the Company will end immediately and you will be provided with any wages owing to your last day of work. No further payments will be made to you.

Further, during the Working Notice Period, the Company retains the right to terminate your employment. If you are dismissed for just cause during the Working Notice Period, your employment with the Company will end immediately and you will be provided with any wages owing to that date. No further payments will be made to you. If during the Working Notice Period, the Company determines that it no longer requires your services until the Departure Date, it will advise you of same in which case your employment will end at an earlier date and the Company will provide you with:

1. Payment equivalent to your remuneration had you worked until the Departure Date; and



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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.

We look forward to working with you until your Departure Date. On behalf of Company Name, we wish to thank you for your service and dedication and wish you every success in the future. Please contact me if you have any questions or concerns.

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

10. Termination with Cause with No Severance

date

Employee Full Name

Company Address

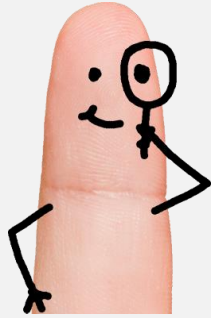
Hand Delivered

Dear employee first name,

Your employment with Formal Company Name will terminate effective immediately.

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.



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11. Termination with Cause with Severance (Consideration)

date

Employee Full Name

Company Address

Hand Delivered

Dear employee first name,

Your employment with Formal Company Name will terminate effective immediately.

You will receive payment for all outstanding wages and vacation pay up to and including your final day of work (less required deductions).

Your ROE will be issued by REFER TO SECTION 6. Termination Letter Components.

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 XYZ 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.

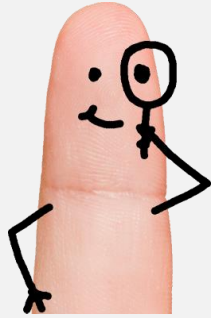
However, notwithstanding that we believe we have just cause for the termination of your employment, we are prepared to offer you the following <in light of your long service with the Company>:

1. A lump sum payment of \$, less required statutory deductions;
2. We will also forgive the outstanding loan, allowance, etc placed on the date Promissory Note in the amount of \$.00, which would likely result in a more favorable tax withholding than increasing the lump sum offered above, which would first be subject to income tax withholdings.

If you are prepared to accept our offer, you must satisfy the following conditions:

1. Return the following to us by Insert date (recommended not less than 5 business days):
 - a. A signed copy of this letter;
 - b. The signed and witnessed enclosed General Release; and
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.

Name, we very much regret that we had to make this decision and have not done so lightly.



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12. Temporary Lay-Off

date

Employee Full Name

Company Address

Hand Delivered

Dear employee first name,

Unfortunately, due to the current <pandemic and the resulting> economic conditions and the negative impact on our business, this letter is to notify you of the temporary layoff of your employment with Formal Company Name (the “**Company**”) effect today.

- ♦ You will receive payment for all outstanding wages and vacation pay up to and including your final day of work (less required deductions).
- ♦ Your ROE will be issued by REFER TO SECTION 6. Termination Letter Components.
- ♦ As per the Insert Province Employment Standards Act, this temporary layoff may extend to a maximum of number of weeks.
- ♦ Your Company benefits will be maintained during this temporary layoff, subject to external carriers’ minimum requirements and conditions.
- ♦ 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 Insert date (recommended not less than 5 business days). 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.

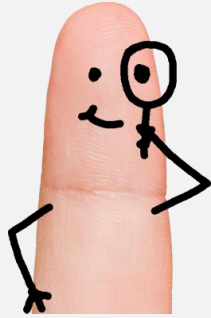
Sincerely,

Name of authorized manager or HR, Title

CUSTOMIZER: Insert Company Name

Copy: Payroll, HR

I have received a copy of the above letter.



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I have received a copy of the above letter.

Signature - Employee Name

Date

14. Demotion

date

Employee Full Name

Company Address

Hand Delivered

Dear employee first name,

As per our previous discussion(s) on date(s) regarding your current role as role, we write to confirm that we have determined that you are not meeting performance expectations based on the intended scope of your position. As discussed, the role requires skill set or goals.

In accordance with your executed employment agreement and the jurisdiction Employment Standards, we are providing you with EXAMPLE: 4 weeks' written working notice that your employment will terminate on date.

While your skills are not suitable for your current position, we value your knowledge and other expertise and we are prepared to offer you the position of new role effective date. If you are prepared to explore this alternate position, please find attached an employment agreement that outlines the details of the offer.

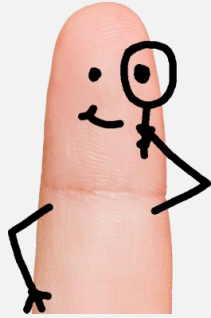
We recognize that this may be a significant change to your total compensation and assigned responsibilities and we trust this advance notice will permit you a reasonable period to accept and adjust to this business decision.

We appreciate your work efforts, and we regret having to make this difficult decision. It is our sincere hope that this change will not be a deterrent for you to continue working with the Company in another capacity.

Kindly confirm receipt of this letter by signing and returning it to individual's name no later than Insert date (recommended not less than 5 business days).

Please contact me if you have any questions or concerns.

Sincerely,



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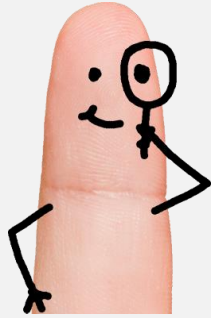
RELEASE Template

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



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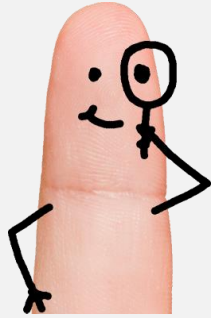
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Witness Signature

Date



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16. Final Recall Notice – no Response from Employee

You may send the following by email:

date

Employee Full Name

Company Address

Dear employee first name,

We have attempted to contact you by email and phone several times, however our calls have not been returned when a message was left. By receipt of this final notice, we are advising you that your position has been recalled and you are expected to report to Manager's name at location, date and time to begin work.

It is important that you understand that this offer of employment is contingent upon your contacting contact name in order to confirm arrangements. If you do not wish to return to your position, we ask that you convey this in writing to contact name at email or phone.

Failure to respond to this letter, in any manner, by date will negate any further right to recall and will serve as notice of your desire to terminate your employment relationship with CUSTOMIZER: Insert Company Name. In this case, your payroll documentation as well as your Record of Employment, which will be forwarded to Services Canada, will indicate that you resigned (quit) your position.

Should you choose not to return to your employ with CUSTOMIZER: Insert Company Name, we would like to take this opportunity to recognize and appreciate your past contributions and wish you all the best in your future endeavours.

Please contact contact name if you have any questions.

Sincerely,

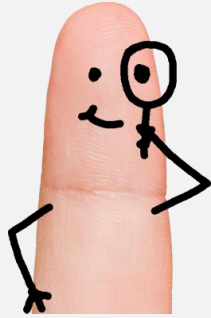
Name of authorized manager or HR, Title

CUSTOMIZER: Insert Company Name

17. COVID-19 Termination after Lay-Off - Frustrated Employment (No Severance)

This is an example termination letter in the case:

- ◆ Where employment standards for your jurisdiction has included a clause in the statute that allows for termination to occur after the maximum lay off period has expired - **without having to pay proper common law notice (severance)**, due to a business closure or staffing reduction



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We wish to remind you that as a former employee you will continue to be subject to a duty of confidentiality to refrain from disclosing information regarding your knowledge of the operation of our business. 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 and customer information, actual or prospective transactions or business strategies.

Should you have any questions regarding the contents of this letter, please do not hesitate to contact me directly.

employee first name, on behalf of everyone here, I want to thank you for your efforts and dedication on our behalf. We wish you all the best in your future endeavours.

Sincerely,

Name of authorized manager or HR, Title

CUSTOMIZER: Insert Company Name