

Termination without Cause – sample letter

INSTRUCTIONS:

This is a sample only and any language/references in your letter should be customized to your province/jurisdiction and reviewed by legal counsel prior to use.

It is not intended to address all circumstances related to the decision to terminate the employee. Additional language, terms and conditions in your letter may need to be added.

Provincial and jurisdictional employment legislation and/or laws, or references to such legislation and/or laws vary from region to region. Please consult these prior to arriving at any decision to terminate an employee and to help determine any payments or benefits that may need to be provided.

An employee may have a written agreement or contract with an employer. Any such agreement or contracts should be reviewed prior to determining the conditions and payments applicable to a termination. Amounts in the agreement or contract may exceed those outlined in your provincial or jurisdictional legislation. If there are no agreements or contracts, adjust your letter accordingly.

Depending on the circumstances, an employee may be provided with working notice or termination with pay in lieu of notice, or a combination of both. Your letter should reflect the specific conditions. Even if only working notice is being provided, most provinces or jurisdictions require this notice to be in writing.

In some provinces or jurisdictions, severance payments may need to be applied in addition to working notice or pay in lieu of notice. A reference is made to this form of payment in the sample below. If applicable, please include a reference to severance in your letter. This payment type is not the same as gratuitous payments (see the sample below).

Benefits, if offered by the employer, are typically to be extended for the duration of any statutory notice period. A reference is made to this in the sample below. If applicable, please include a reference to benefits in your letter.

An employee does not need to sign a termination letter to receive statutory payments.

In some cases, an employer may wish to provide gratuitous payments to an employee to assist them with transitioning to new employment. This may be offered without any conditions or may be offered with a condition that the employee signs a Release. A Release is a legal document outlining that the employee forgoes any future action against the company and others in return for the gratuitous payment. This Release should be provided along with the termination letter and the termination letter amended to reference the Release. Legal counsel or a firm specializing in such documents should always be consulted.

Please see instruction notes accompanying this sample letter. This is a sample only and any language/references in your letter should be customized to your province/jurisdiction and reviewed by legal counsel prior to use.

INSERT Logo

<date>

<recipient's name>

<recipient's address>

Re: Termination of Employment

Dear <name>:

This letter is to confirm our discussion of today, in the course of which we discussed <company legal name>'s decision to exercise its option to end your employment. The effective date of your termination will be at the conclusion of the regular business day <insert date of termination>.

- Your final pay, which will include pay up to and including <insert date of termination> as well as additional accrued and unused vacation time will be processed per the next pay cycle [{or, is included in the accompanying cheque}](#).
- Pursuant to your employment agreement, and in accordance with the <insert name of provincial Code or Act – example, Employment Standards Act of Ontario, 2000 (ESA)> we are providing you with <<xx> weeks of notice> [{OR}](#) <<xx> weeks of pay in lieu of notice, less applicable deductions>. We will also provide you with a lump-sum payment for vacation pay earned during the <xx>-week notice period. [{note: if there is not an employment agreement, remove the reference to the agreement at the beginning of this paragraph}](#)
- [{If applicable in your jurisdiction's Code or Act}](#) You will also receive an additional <xx> weeks of pay/salary representing statutory severance as per our obligations under the <insert name of provincial Code or Act>.
- [{If applicable}](#) We will continue your current employee benefits coverage, until the end of the <xx>-week notice period, with the exception of <include any exceptions>, which will cease effective immediately.

The above payments are in full satisfaction of any amounts you may be entitled to under the <insert name of provincial Code or Act>.

Please make arrangements for the return of all company property in your possession. If we can be of any assistance in clarifying the details of this arrangement, please let us know.

We would like to extend our personal thanks for the efforts you have expended on behalf of <insert company>. We wish you success in your future.

Yours truly,

<Insert name>

<Position>

<Company>

INSERT COMPANY ADDRESS AND PHONE NUMBER