

Publisher's Note

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Employment Law Manual

In addition to an extensive treatment of wrongful dismissal law in Canada, the *Employment Law Manual: Wrongful Dismissal, Human Rights and Employment Standards* features an examination of discriminatory practices under the *Ontario Human Rights Code* and offences under the *Employment Standards Act, 2000*. A section offering practical advice on hiring and firing is supplemented by a collection of helpful precedents, featuring forms of employment contracts, warning letters, termination letters, and more.

This release features updates to case law and commentary in Part II — Wrongful Dismissal — Chapters 3 (The Contract of Employment), 4 (Just Cause for Dismissal), 6 (Damages) and 7 (Tort Liability).

Highlights

- **Chapter 4 — Just Cause for Dismissal — Breach of Employer Policies** — While conduct which occurs off duty may amount to cause, the B.C. Supreme Court recently found that a senior member of a District fire department failing two roadside breathalyzer tests while off duty was not cause for termination, as it was not incompatible with the official's faithful discharge of his duties or otherwise prejudicial to the interests or reputation of the District: *Klonteig v. West Kelowna (District)*, 2018 CarswellBC 126, 45 C.C.E.L. (4th) 101 (B.C. S.C.).
- **Chapter 6 — Calculation of Damages — Bonuses** — In a recent decision, the Court of Appeal for Ontario rejected an employer's argument that damages for wrongful termination should have only included bonus amounts that would

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have been actually received by the employee, and should have properly excluded amounts that would have been earned but not vested: *Bain v. UBS Securities Canada Inc.*, 2018 CarswellOnt 2848, 46 C.C.E.L. (4th) 50 (Ont. C.A.).

- **Chapter 6 — Mitigation of Damages** — Where a former employee had been hired on the understanding that he could continue to provide consulting services during his employment, the B.C. Court of Appeal found that the portion of the consulting income that he could have earned had employment continued should be excluded from the damages calculation: *Pakozdi v. B & B Heavy Civil Construction Ltd.*, 2018 CarswellBC 69, 44 C.C.E.L. (4th) 1 (B.C. C.A.).