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Publisher's Note

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From Your Library:

Rudner

You're Fired! Just Cause for Dismissal in Canada

This release features updates to the following chapters: Chapter 1 (Introductory Comments: Just Cause Is Not a “Lost Cause”); Chapter 3 (The Contextual Approach); Chapter 4 (The Impact of Just Cause for Dismissal); Chapter 5 (Dishonesty); Chapter 10 (Breach of Rules or Policies); Chapter 11 (Theft); Chapter 14 (Harassment); Chapter 19 (Performance Issues/Incompetence/Neglect of Duty); Chapter 20 (Off-Duty Conduct (Including Online Behaviour); Chapter 25 (Progressive Discipline in the Non-Unionized Environment); Chapter 26 (Investigations); Chapter 29 (Damages in Wrongful Dismissal Claims); Chapter 30 (Summary Dismissal–Practical Advice).

This release includes new Case Digests, including new entries under the following issues:

Absenteeism/Tardiness; After-Acquired Cause; Breach of Rules or Policies; Dishonesty; Fraud; Harassment and Sexual Harassment; Inappropriate

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Relationships; Incompetence/Neglect of Duty; Insubordination; Investigations; Off-Duty Conduct; Performance Issues; Progressive Discipline; Theft; Violence in the Workplace

Highlights

- **Overview — Introductory Comments — Scope of Application** — The Court of Appeal for Ontario confirmed the distinction between just cause at common law and wilful misconduct under the legislation, and held that a termination clause which states that an employee can be dismissed without any notice or compensation when just cause exists is a breach of the legislation. As a result, not only is the termination for cause section of the contract unenforceable, but the entirety of the termination provisions are as well. What this means is that even in situations where an employee is dismissed on a without cause basis, the employer will not be able to rely on the termination without cause provision, which presumably limits the employee's entitlement to notice or severance: *Waksdale v. Swegon North America Inc.*, 2020 Carswel-IONt 8319, 2020 ONCA 391
- **Grounds for Dismissal — Breach of Rules or Policies** — The Need for a Clearly Worded Policy — An employer failed to establish cause for breaching a confidentiality policy when the policy had not been reduced to writing and the information in question wasn't confidential: *Klassen v. Rosenort Cooperative Limited*, 2020 MBQB 116
- **Grounds for Dismissal — Dishonesty — Contextual Approach — Dishonesty in the banking/financial world** — The British Columbia Supreme Court upheld the dismissal of an Investment Advisor who forged the signature of a client in order to transfer her assets to his new firm: *Movassaghi v. Harbourfront Wealth Management Inc.*, 2020 BCSC 579
- **Summary Dismissal — Practical Advice** — Hiring a lawyer is not cause for dismissal: *Huckso v. A. O. Smith Enterprises Ltd.*, 2020 ONSC 1346