



e2r Alert!

Can an email constitute just cause for termination?

Maybe, but not this time.

In a recent case out of British Columbia, *Lefebvre v. Gisborne Holdings Ltd.*, an employer learned two hard lessons. First, you should always have an early termination clause in a fixed term contract and secondly, an emotional reaction to an email and subsequent allegation of just cause may not hold up in court.

The employer entered into an 18-month fixed term contract for a parental leave backfill. The contract did not contain an early termination clause such that the contract could be ended in advance of the fixed term with either notice or a legal payment in lieu thereof. During her tenure the employee's communication style with clients became an issue and her manager made certain allegations regarding her conduct. The employee took umbrage at these comments and crafted an email response where she questioned the accuracy of these allegations and further made certain requests around enhanced compensation flowing from additional duties she had been assigned.

The email became the central component of the termination for cause. The manager believed it was 'borderline insubordinate' and consequently, the employee was terminated for just cause. It seems clear that the manager was responding emotionally and perhaps a bruised ego played a significant part in this decision. The Court and the company's HR manager found the email to be professional – if direct and forceful.

As a result, the employee was awarded damages reflective of the balance of the fixed term contract, being \$81,100.00.

Key lessons: Always have an early termination clause in your fixed terms contracts and assess your employment situations dispassionately and objectively – put yourself in the shoes/robes of that third party adjudicator when assessing the evidence.

If you would like to discuss any of the above noted changes in greater detail, we recommend reaching out to speak to an e2r™ Advisor.