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# e2r Alert!

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## *The Court Strikes Again...*

While we always hate to be the bearer of bad news – it seems the Ontario Superior Court of Justice has, once again, elected to make life more difficult for Ontario employers by confirming a previous Court's approach to the enforceability of termination provisions.

In the recent decision of *Baker v. Van Dolder's Home Team Inc.*, the Court determined that if a termination provision in an employment agreement included a reference to the employer's ability to "terminate at any time" (something most employers and employment lawyers for that matter would take for granted!), it rendered the entire termination provision void and of no effect.

According to the Court, such a reference directly conflicts with the *Employment Standards Act, 2000* ("Act") because the Act does not grant unlimited power to employers to terminate employees at any time - i.e. employees taking time off because of illness or pregnancy.

In finding the entire termination provision unenforceable, in part as a result of this language, the Court referenced the infamous 2020 [Waksdale](#) decision (a case that still gives us nightmares!) as a precedent and reminded us that if any portion of the termination provision is unenforceable, it renders the entire provision unenforceable.

Baker is yet another example of how, case by case, the employment law world is always evolving and that it's important for employers to stay on top of these changes in order to ensure their employment agreements are enforceable.

Of course, e2r™ clients can sleep well knowing the termination provisions in our Ontario employment agreements satisfy even the latest efforts by the Ontario Courts to make life difficult for Ontario employers. If you'd like to have a call to discuss this decision further, or to have your employment agreements reviewed, please reach out to ClientCare.