



Art, Science and Magic - Understanding Recent Judicial Determinations of Reasonable Notice

By Michael Watt and Lindsay Samsom

Introduction

The implied contractual entitlement to reasonable notice is at the heart of Canadian employment law. Mr. Justice Echlin has traced the routes of modern employment law for two hundred years in his paper “From Master and Servant to *Bardal* and Beyond: 200 Years of Employment Law in Ontario, 1807 to 2007”. The development of reasonable notice tracks our differences with the United States, and may indeed have dubious beginnings. Suffice it to say that today, courts assess reasonable notice based on established factors. The type of evidence considered to be relevant to these factors continues to require careful analysis by counsel. In the end, appellate courts have shown a reluctance to intervene on challenges to the length of reasonable notice. Thankfully, the development of databases, both in print and online, provide counsel with effective tools to complete reasonable notice assessments. Ultimately the assessment of reasonable notice remains one area where the common law continues to develop.

Additional Factors

The employment law texts list dozens of factors, additional to those set out in *Bardal v. Globe & Mail Ltd.* (1960), 24 D.L.R. (2d) 140, which have been considered by courts to be relevant to establishing the reasonable notice period. These include: the effect of improper cause allegations; interference with mitigation; health of the employee; industry practice; relocation; ‘forewarnings’ of redundancy; seasonal employment; and inducement. While many of these factors may be viewed as variations of the *Bardal* factors, they frequently are given separate analysis and weight in the determination of reasonable notice. Below we have reviewed additional factors that have received recent judicial consideration.

1. Inducement

Inducement by a prospective employer to leave secure employment has long been recognized as a factor that may extend the notice period. In considering whether an employer’s recruitment methods amounted to inducement, the courts will consider several factors. As recently canvassed in *Firatli v. Kohler Ltd.*, 2008 CarswellOnt 4176 (S.C.) these will include:

- (a) the reasonable expectations of both parties;
- (b) whether the employee sought out work with the prospective employer;
- (c) whether there were assurances of long term employment;
- (d) whether the employee did due diligence before accepting the position by conducting their own inquiry into the company;
- (e) whether the discussions amounted to more than the normal persuasion or “courtship” that occurs between an employer and a prospective hiree; and
- (f) the length of time the employee remained in the new position (the impact of inducement lessens with longer employment).

The *Firatli* case involved a 46 year old chemical engineer who was let go after 30 months of employment without cause. He had left his previous position where he had worked for 16 years to take the position. It was found that

there had been no actual inducement to enter employment despite the fact he was approached by the recruiter, and only offered moderately enhanced remuneration and benefits. He was ultimately awarded 5 months notice. The court noted that not all inducements are of equal weight. Inducement to continue employment, in the face of other employment offers, was also considered in determining the notice period. The court partially relied on a “message of encouragement” that the employer had given to the plaintiff prior to termination when determining the notice period. This encouragement had caused the plaintiff to remain with the employer, despite requests from his former employer to return to his former job.

In *Deplanche v. Leggat Pontiac Buick Cadillac Ltd.*, 2008 CarswellOnt 2107 (S.C.), a 57 year-old plaintiff was induced by her friend to leave her job of 10 years to join the defendant company as a business manager with the dealership. The plaintiff’s friend continually attempted to convince the plaintiff to switch jobs, and promised that the plaintiff would be joining a “dream team” at the new workplace. The court found that the friend’s entreaties “went beyond the ordinary degree of persuasion, and constitute enticement such that they affect the length of the appropriate notice period”. The court took into consideration that the defendant had refused to provide a letter of reference. This was particularly relevant where the industry was small. The plaintiff was awarded 8 months notice after 2 years of employment.

However, recent cases illustrate that something less than inducement will also function to extend the notice period. Specifically, the fact that an employee left secure employment in order to take the new position, though technically not induced to do so, may still lead to extended notice.

In *Taner v. Great Canadian Gaming Corp.*, 2008 BCSC 129, the 36 year-old vice-president of the gaming corporation was dismissed after 6 months of employment. The plaintiff was awarded 10 months notice. The plaintiff claimed to have been induced to leave a secure, well-paying job to take the position, while the defendant argued that the plaintiff was already searching for other opportunities at the time she was hired. The court found that the truth was “some-where in-between”, and stated at para. 40:

While the plaintiff was a short term employee when her employment was terminated, it seems to me that when an individual leaves secure employment to take up an offer of employment some distance away, if the employment is terminated a short time later, the court should recognize that a longer period of notice or compensation in lieu of notice is appropriate.

In *Rejidak v. Fight Network*, 2008 CarswellOnt 4521 (S.C.), a 34 year-old plaintiff did not claim that he was enticed to take the job, but highlighted that he left a secure job in order to take the new job. Further, the new employer was aware that the plaintiff was doing so. The court accepted that leaving secure employment was a relevant factor, and awarded 4 months notice for 3 months of employment.

2. Employee Performance

The fact that there is no ‘near cause’ has removed the consideration of employee misconduct as a factor in determining reasonable notice, at least expressly. The recent decision of Judge Echlin in *Laszczewski v. Aluminart Products* [2007] O. J. 4991 (S.C.) involved a 47 year old senior manager let go after 6 months with his new employer. The incidents of misconduct were not found to amount to just cause. The court awarded 4 months notice. The court commented that there would be merit to allowing the consideration of the actions of an employee to ‘moderate damages’, with one potential benefit being the facilitation of settlements involving a middle ground. However, the court declined to discount the claim for this reason.

In *Jones v. Patriot Forge Co.*, 2009 CarswellOnt 306 (S.C.), a 44 year-old machine operator was awarded 3 months notice for 5.5 years of employment, which it acknowledged as the “lower end of the range”, on the basis that the plaintiff was “not a perfect employee”. The plaintiff’s employment record showed 6 warning letters for absenteeism and carelessness in the 14 months prior to his dismissal.

By contrast, in *Lee v. 1554478 Ontario Ltd. Inc.*, 2008 CarswellOnt 6390 (S.C.), the employer's position that the "plaintiff was generally incompetent, unprofessional, prone to error and sometimes even disruptive" did not appear to affect the notice award. The plaintiff was awarded 15 months notice, from a suggested range of 12-16 months, for her 16 years of employment. However, unlike Jones, *supra*, the plaintiff had received no performance appraisals, warnings of dismissal for poor performance, or any performance enhancement programs.

3. Economic Downturn

While not an entirely independent factor, as it is relevant to the availability of alternate employment, economic downturn has been considered in several recent cases.

In *Zaitsoff v. Zellstoff Celgar Ltd. Partnership*, 2009 BCSC 346, a 46 year-old Mill employee was dismissed after 19 years of employment. Extensive evidence was tendered regarding the impact of the economic recession on the pulp and paper industry, and relied upon in setting a notice period of 20 months. Further, on the basis of the state of the pulp and paper industry, the court chose not to reduce the notice period to reflect the possibility that the plaintiff might find work in the following months.

Similarly, in *Panimondo v. Shorewood Packaging Corp.*, 2009 CarswellOnt 1972 (S.C.), the plaintiff argued that the decision of the employer to lay-off 28 other employees was a reflection of the depressed state of the printing industry in Toronto, and therefore evidenced the unavailability of similar employment. However, the court ultimately declined to accept this as sufficient evidence of a depressed industry.

This consideration may also be relied on by the employer to limit the notice period. In *Ducharme v. Cambridge Stamping Inc.*, 2008 CarswellOnt 2432 (S.C.), the employer company was experiencing financial difficulties at the time of the termination. The employee was aware of these difficulties, as he had been involved terminating other employees for this same reason. While not as significant a factor as those in *Bardal*, the court considered this factor in setting a notice period of 5 months for 5.5 years of employment.

However, in *Tatla et al. v. Western Fibres Ltd.*, 2004 BCSC 1770, the court refused to take account of the economic difficulties faced by the employer, and stated at para. 44:

Many cases of wrongful dismissal involve the layoff or termination of employees due to financial difficulties and consequent restructuring of corporate employers. In my view, that factor, standing alone, cannot defeat the expectation of a long-term employee to receive reasonable notice at law.

The exact circumstances in which the court will consider it appropriate to limit the notice period on the basis of this factor may grow clearer as the current economic recession continues.

4. Non-Factors: Failure to Warn of Dissatisfaction

While *Firatli*, *supra*, indicates that "encouraging messages" prior to termination may lengthen the notice period, and *Jones*, *supra*, indicates that warnings prior to termination may shorten it, it appears from *Lee*, *supra*, that silence in the face of dissatisfaction will have no effect. This conclusion is supported by *McNevan v. AmeriCredit Corp.*, 2008 ONCA 846.

In *McNevan*, *supra*, an assistant vice-president was dismissed without warning after 13 months of employment. The trial judge found that the corporate culture of open communication and regular feedback obligated the employer to warn of its dissatisfaction with the employee's performance. The failure to do so denied the employee the opportunity to change or improve, and therefore justified a 6 month notice period.

On Appeal, the court held that the trial judge erred by taking into account the employer's failure to warn the employee of its dissatisfaction with his job performance when setting the notice period. While potentially relevant where just cause is alleged, the lack of warning was irrelevant where the employee was dismissed without cause.

When the Courts Will Extend the Notice Period to Access Benefits

In “Arguing the Pension Issue in Wrongful Dismissal Cases” (April 2004, CLE), Murray Tevlin canvasses past cases where notice periods were extended in order to enable access to benefits. The cases referred to by Mr. Tevlin include *Athwal v. City of Edmonton* (1986), 47 Alta. L.R. (2d) 174 (C.A.), and *Burns v. Oxford Development Group Inc.*, [1992] A.J. No. 247 (Q.B.), in which 1 month and 21 days, respectively, were added to the reasonable notice periods to ensure the vesting of pensions.

In *Athwal, supra*, the 62 year-old plaintiff, who held a junior managerial position with the city for 3 years, was awarded 13 months notice. The Court of Appeal identified that the trial judge likely calculated that reasonable notice was 12 months, and then extended this period to 13 months by reason of the vesting. In dismissing the appeal of this award, the Court stated:

We agree with the city that, in general, the qualifying period is irrelevant on the question of reasonable notice. ...

On the other hand, one can fairly say that, had the parties addressed the issue at the time of hiring, they would have, if acting reasonably, agreed that the employee would not be let go on the eve of vesting. A similar conclusion arrives by application of the “reasonable expectation” test or the “oppression” test for implied terms in a contract. Accordingly, we accept the rule that an employee whose pension-vesting is imminent should be permitted to remain until it vests even in a case where, as here, the employer does not directly benefit as a result of the deprivation.

However, the court also indicated that the decision should not be “understood as authority for any proposition other than that one can extend reasonable notice to a vesting day if that involves an extension by a few days of a notice period which is otherwise reasonable.”

In *Burns, supra*, a 59 year-old vice-president was terminated after 18 months of employment. In extending the notice period from 9 months to 12 months, the Court stated:

I am satisfied that had the parties addressed the issue of the pension they would have extended the twelve months by the twenty-one days necessary to vest the pension benefits and it is reasonable to extend the notice period to January 1st 1991 to cover those additional days.

In *Gillies v. Goldman Sachs*, 2001 BCCA 683, the notice period was extended by the appeal court by one month after the notice period awarded at trial deprived the plaintiff of a stock benefit by only 3 days. The court commented that the original award was at the lowest end of the reasonable notice range and that the trial judge may not have appreciated that the benefits would have vested had a longer notice period been granted.

After reviewing these cases, and a more substantial body of cases in which the courts have refused to extend notice periods in order to allow the vesting of benefits, Tevlin concludes his article by stating:

It is my view that these older cases have been overtaken by a more fairness oriented set of justices and that diligent plaintiff’s counsel are now finding creative ways to achieve the important milestones needed for the vesting of crucial benefits such as pensions.

In the more recent case of *Martell v. Ewos Canada Ltd. and Statkorn Holdings ASA*, 2005 BCCA 554, the court upheld the notice period awarded at trial to a company President and CEO who had been employed with the defendant for over 10 years. Both parties agreed that the reasonable range of notice was 9 to 18 months. The notice period awarded at trial, and upheld on appeal, was 16 months. Interestingly, this notice period brought a bonus worth \$192,200 within the notice period by a mere 4 days. While this could be coincidental, it is more likely that the proximity of this bonus influenced the length of the ultimate notice period.

Evidence Required to Prove the Notice Period

While some evidence as to the relevant factors must be tendered, presumptions and judicial notice still carry the day in determining the significance of these factors to the notice period. These were discussed in *Medis Health and Pharmaceutical Services Inc. v. Bramble* (1999), 214 N.B.R. (2d) 111 (C.A.), and more recently in *Panimondo, supra*. A summary of these presumptions is as follows:

- (a) Character of employment: employees with more senior positions require a longer notice period than those with lower levels of responsibility. There are fewer employment opportunities available for those whose specialized knowledge and skills demand a higher managerial positions with comparable salaries and benefits;
- (b) Length of service: long-term employees face greater difficulties in finding alternate suitable employment;
- (c) Age of employee: employees have increasing difficulty finding and maintaining employment as they grow older; and
- (d) Availability of similar employment: related to the presumption under “character of employment”, there are more numerous opportunities for lower level employees than for employees with specialized knowledge and skills.

Likely due to the court’s expressed willingness to take judicial notice of the above conclusions (e.g. *Law v. Canada*, [1999] S.C.J. No. 12; *McKinney v. University of Guelph*, [1990] 3 S.C.R. 229; *Machtiger v. HOJ Industries Ltd.*, [1992] 1 S.C.R. 39), it is common for parties to tender evidence about the details of the employment role, and simply seek to rely upon these presumptions as represented in the case law. However the failure to tender evidence puts a party at risk.

Comments regarding the sparseness or complete lack of evidence tendered, especially regarding availability of similar employment, are common in the case law. As Barry Fisher states in “A New and Improved Theory of Reasonable Notice for Wrongful Dismissal after *Honda Canada Inc. v. Keays*” (see www.barryfisher.ca), there is rarely “any evidence, statistical or otherwise, actually presented to the Court.”

Nonetheless, some discussions of the sufficiency of evidence can be found in the jurisprudence. For example, evidence of the availability, or lack thereof, of similar employment may be proven through the same evidence tendered to prove mitigation. In *Koropeski v. American Biaxis Inc.*, 2008 MBCA 130, the court accepted the plaintiff’s evidence regarding numerous attempts to find alternate employment as evidence of both mitigation and the availability of similar employment. In that case a facilities manager was fired after 5 years of employment. It took him 21 months to secure replacement employment. He was awarded 8 months notice at trial which was upheld on appeal. The trial court found that “Apparently there were many employment opportunities but the prospective employers were not wanting to hire him. There was no evidence as to why this was the case but one might infer that alternate and suitable employment was not immediately and readily available for the plaintiff.”

In *Wanigaratne v. Zucotto Wireless Inc.*, 2003 CarswellOnt 614 (S.C.), the defendant contacted over 80 employers and received only one response in an attempt to find the plaintiff a new position. Unfortunately there had been a decline in the industry. The evidence was accepted as evidence of the (un)availability of similar employment. However, in *Wanigaratne, supra*, the court commented that the evidence regarding this factor could have been “more precise and compelling”. It was noted that “the Plaintiff’s resume is not included in his affidavit so as to establish clearly his qualifications and experience. As well, the evidence as to how the Plaintiff’s skills would fit with any industries other than the telecommunications field is scant.” In that case the 28 year old plaintiff was let go after 2 years of employment. The application for summary judgment was dismissed on the basis that the Plaintiff had not provided sufficient particulars of mitigation.

Further, such indirect evidence will not always be sufficient. As noted above, in *Panimondo, supra*, evidence that other workers within the same industry were being laid-off was not sufficient to establish a depressed market or the availability of similar employment. Nor was the court receptive to the argument that the state of the Canadian dollar should be accepted as evidence of the same.

While reliance on the *Bardal* presumptions is common and economical, the presumptions themselves are not necessarily accurate. Controversy surrounding the accuracy of the “character of employment” presumption (i.e. that employees with more senior positions require a longer notice period than those with lower levels of responsibility) arose in *Cronk v. Canadian General Insurance Co.* (1994), 19 O.R. (3d) 515 (S.C.); 117 O.A.C. 1 (C.A.), and was recently acknowledged by the Supreme Court of Canada in *Honda Canada Inc. v. Keays*, 2008 SCC 39 where the court upheld the award of 15 months base notice to an employee working for 11 years, most recently in data entry.

In *Cronk, supra*, the trial judge rejected, on the basis of empirical data, the presumption that more time was required for senior employees to find suitable alternate employment. While *Cronk, supra*, was overturned by the Court of Appeal (on the basis that the parties had not been afforded the opportunity to comment on the extrinsic evidence), *Bramble, supra*, adopted the trial decision and stated:

Absent evidence showing that the character of the terminated employee’s job has some relevance to the pursuit of one or more of the objectives of notice, it is irrelevant.

...

In summary, judicial notice cannot be taken of the impact of the character of the terminated employee’s job on his or her quest for suitable alternate employment.

This reasoning was also adopted in B.C. in *Byers v. City of Prince George (City) Downtown Parking Commission* (1998), 53 B.C.L.R. (3d) 345 (C.A.), where the court allowed the appeal after indicating disapproval of the judicial notice implicit in the trial judge’s reasons as to the impact of the “character of employment” on reasonable notice. In *Saalfeld v. Absolute Software Corp.*, 2008 BCSC 760, affirmed in 2009 BCCA 18, the trial judge re-stated that judicial notice of matters such as the availability of jobs, and over-emphasis on the “character of the employment” factor, should be avoided. The Judge gave particular weight to the 9 months that it took the employee to find new employment.

In *Honda, supra*, the S.C.C. acknowledged the suggestions that a person’s position in the hierarchy should be irrelevant to assessing damages for wrongful dismissal. However, the traditional assumptions about the relevance of a person’s position in the hierarchy were not directly challenged. The court stated:

It will therefore suffice to say here that Honda’s management structure has no part to play in determining reasonable notice in this case. The “flat management structure” said nothing of Keays’ employment. It does not describe the responsibilities and skills of that worker, nor the character of the lost employment. The particular circumstances of the individual should be the concern of the courts in determining the appropriate period of reasonable notice. **Traditional presumptions about the role that managerial level plays in reasonable notice can always be rebutted by evidence.** [emphasis added]

As such, some degree of judicial notice will still be taken via the “traditional presumptions” regarding notice entitlements and a person’s “position in the hierarchy”. However, Fisher views this passage as the beginning of the end of the default consideration of this *Bardal* factor:

I would suggest that this extract shows that the Supreme Court is very willing to accept the principle in *Bramble* in that it is saying that the only reason you look at the actual job being performed by the plaintiff is to help determine how long it should take this person to find a comparable job.

The comment about “can always be rebutted by evidence” is inviting plaintiffs to present evidence to the Court about how difficult this particular plaintiff’s job will be to replace, notwithstanding its status. It will be interesting what the Court does when this issue of the “traditional assumptions about the role that managerial level plays in reasonable notice” is directly challenged in a case before it.

I predict that when that day comes the Court will wholeheartedly accept the *Bramble* analysis and that character of employment will no longer be as important a factor in assessing reasonable notice as it is today, and furthermore will play no part in the Bardal analysis unless the parties lead actual evidence on the issue.

Until that time, greater consideration should be given to the potential benefits of tendering evidence as to the actual impact of the Bardal factors on the search for alternate employment, rather than simply yielding to potentially inaccurate presumptions.

Carolyn MacEachern commented on the use of expert evidence in the determination of reasonable notice in her paper prepared for CLE in April 2004 titled “Reasonable Notice: An Overview of Recent Awards and Considerations”. She commented that the recent phenomenon of expert reports on the availability of alternative employment had been used by employees to show the court the difficulty in finding new employment.

Appeal Courts Overturning Notice Findings

Appeal courts have repeatedly stated their hesitance to interfere with notice awards that are within an acceptable range, even when the trial judge has made an error in principle (e.g. *Minott v. O'Shanter Development Co.* (1999), 42 O.R. (3d) 321 (C.A.) i.e. reliance on an upper limit of 12 months for clerical employees, and using a rule of thumb of one month per year). However, where a notice award falls “outside the range of reasonableness, entirely disproportionate to judicial precedent”, the courts will intervene (*Saalfeld v. Absolute Software Corp.*, 2009 BCCA 18).

In *Schurman v. Covered Bridge Recreation Inc.*, 2009 NBCA 1, an award of a “season’s notice” equivalent to 18 months was reduced to 6 months notice. The employee was a 37 year-old seasonal golf pro who had worked for the defendant for 4 years. The Court of Appeal not only held that the 18 month award could not stand, but also found that the plaintiff had suffered no losses. Due to a bad bargain with the defendant, the plaintiff’s business losses at the golf pro shop exceeded his employment income in the year of his dismissal.

In *Vilbert v. Paulin*, 2008 NBCA 23, the court overturned a “strikingly high” award equivalent to 12 months notice, which had been granted to a seasonal fisher of two years. The notice award, which consisted of 7 months base notice plus 5 months notice for lost EI benefits, was reduced to 4 months notice with no award for EI losses, as the employee would not have qualified for EI benefits under the new notice period. The court stated that the award could not be sustained in light of precedent and the principles espoused in the jurisprudence (e.g. the absence of evidence that the character of employment made it difficult to find substitute employment; and that the award was outside the range for seasonal positions).

In *Manoni v. Powell*, 2006 O.A.C. 69 (C.A.), an award of 14 months notice, which was awarded to a mid-level manager of 2.5 years, was reduced to 7 months notice. The Court of Appeal found that the failure to provide a reference letter warranted some increase in the length of notice, it could not justify this “manifestly excessive” award.

In *Lowndes v. Summit Ford Sales Ltd.*, [2006] O.J. No. 13 (C.A.), an award of 30 months notice was reduced to 24 months, on the basis that the record did not show exceptional circumstances warranting a notice period in excess of 24 months. While the plaintiff was an employee of 28 years and served as the general manager of the car dealership, he could not be considered a “senior executive” and he was not promised secure employment to age 65.

In *Hnatiuk v. R.W. Gibson Consulting Services Ltd.*, 2005 ABQB 78, an award of 13.5 weeks notice for 1 year of service was reduced to 1 month of notice. The Court of Appeal found that the trial judge relied on the “one month per year of service” calculation, instead of applying the Bardal factors. The case involved a 35 year old sales manager.

In *Coutts v. Brian Jessel Autosports Inc.*, 2005 BCCA 224, the Court of Appeal reduced a notice period of 30 weeks, for 4.5 years of service, to 25 weeks. The trial judge erred in concluding that the plaintiff could not readily transfer to a new job due to his high income, and in dismissing the mitigation defence. The trial judge identified the date by which the plaintiff would have found replacement employment had he more diligently pursued work, but allowed the notice period to extend beyond this date. The Court of Appeal used this date in setting the reduced notice period.

In *Saalfeld, supra*, an award of 5 months notice was upheld, despite the Court of Appeal’s statement that “the B.C. precedents suggest a range of two to three months for a nine-month employee in the shoes of the respondent when adjusted for age, length of service and job responsibility” (para. 15). The Court found the award to be “on the very high end of an acceptable range”, but not to warrant appellate intervention.

In *Alcatel Canada Inc. v. Egan* (2006), 47 C.C.E.L. (3d) 87 (Ont. C.A.), an award of 9 months notice for a 20-month employee was at the “high end of the range”, but was upheld due to evidence of inducement and deference to the trial judge in finding no “overriding and palpable error” in assigning weight to the findings in the determination of notice. The plaintiff was a 40 year old employee in a senior management position.

While it may be a flip of the coin as to whether a court will intervene in any particular case, *Coutts, supra*, confirms that the courts will be willing to intervene in cases where the award is not significantly beyond the notice period ultimately considered reasonable if a specific amount of that notice award can be tied to erroneous reasoning. This approach finds some support in *Beth v. Advanced Micro Devices Inc.*, 2008 ONCA 686, where a 10 month notice period was reduced to 9 months in order to remove an unwarranted *Wallace* extension. In reaching this decision, the court stated:

...[T]he best approach is for this court to show deference to the trial judge while removing the effect of his error of law, by awarding the amount the trial judge would have awarded without adding anything for *Wallace* damages. ...[W]e can infer that the amount the trial judge added to the notice period for *Wallace* damages was not a significant component of the award, and would have been in the order of one month salary in lieu of notice.

E. Research Tools for Assessing Notice

Multiple print and online sources are available to assist in assessing reasonable notice periods. Charts setting out reasonable notice periods continue to be included in leading employment texts such as those listed below. More recently, online versions of these charts have been introduced on both Quicklaw and WestlaweCarswell in the form of wrongful dismissal databases.

Like the printed charts, the online databases consist of a selection of cases searchable by the *Bardal* employment factors. These databases do not search every case containing a notice award (such as a general search of all Canadian cases might do), but only those cases which have been selected for inclusion in the databases. As such, the content of the online sources will likely show significant overlap with information available in the printed charts. In fact, these online databases receive their content from employment text authors Ellen E. Mole (Quicklaw) and Barry Fisher (WestlaweCarwell).

However, the online databases will be more up-to-date than the printed charts, and somewhat more exhaustive. Further, they will enable more targeted searches, with sorting being done by the service, rather than the user.

Print Sources

Ball, Stacey R. *Canadian Employment Law*, 2 vols., looseleaf (Aurora, Ont.: Canada Law Book, 2000). See §9:50 “Table of Reasonable Notice”

Harris, David. *Wrongful Dismissal*, 3 vols., looseleaf (Toronto: Carswell, 1989-). See §4.36 “Chart — Periods of Notice Awarded”

Levitt, Howard A. *The Law of Dismissal in Canada*, 3rd ed., looseleaf (Aurora, Ont.: Canada Law Book, 2003-). See §8.160.10 “Decisions determining what is reasonable notice”

Mole, Ellen E. *Wrongful Dismissal Practice Manual*, 2nd ed., 2 vols., looseleaf (Markham, Ont.: LexisNexis Canada, 2005-). See Tab 8 “Charts of Reasonable Notice Periods”

Online Sources

Wrongful Dismissal Notice Searcher (Quicklaw — search WDNS database). Searchable by employment factors (age, occupation, length of service, etc.) and keywords. Case citations link to the full-text decisions on Quicklaw.

Fisher, Barry. *Wrongful Dismissal Database* (Carswell). Allows users to generate a list of cases meeting specific search parameters, such as occupation, jurisdiction, age and years of service.

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