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Warning

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Warnings: What do the law and collective agreement say?

Employees who have neglected their duties arising from the employment relationship or committed a breach thereof shall not be given notice, however, before they have been warned and given a chance to amend their conduct. [Employment Contracts Act Chapter 7, Section 2]

What is provided in subsections 3 and 4 need not be observed if the reason for giving notice is such a grave breach related to the employment relationship as to render it unreasonable to require that the employer continue the contractual relationship. [Employment Contracts Act Chapter 7, Section 2]

A warning:

- Can be issued by an employer who believes the employee is neglecting the duties in the employment contract
- Can include a threat of dismissal if the employer again commits a similar breach
- Is intended to give the employee an opportunity to change their conduct

If the employer **gives the warning when the contract is terminated**, the employee may cite **premature termination**.

Warnings can be disputed

- The employee cannot prevent the employer from issuing a warning, but they may dispute a warning they find unjust or unnecessary.
- While not mentioned in legislation, a letter of dispute may be significant in determining the legal basis of dismissal and validity of the warning.
- Write a letter of dispute **and have witnesses**
 - Ask the shop steward or a co-worker to be present when you hand the letter of dispute to the employer.
 - Alternatively, ask a witness to sign the letter.