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Constructive dismissal letter examples

How to write a constructive dismissal letter.



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92 Hertfield Avenue
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06 September 2019

Dear John Smith,

I am writing to inform you that I am resigning from my position as Office Manager with Bright Futures Ltd with immediate effect.

Please accept this letter as formal notice of my resignation and termination of my employment contract with you.

Due to: a reduction in pay, or not being paid at all I feel that I have no other alternative but to resign from my position.

Due to your behaviour as outlined above, I believe the employment relationship has irrevocably broken down and I resign as a result of the fundamental breach of the employment contract. I consider this to be a fundamental breach of the employment contract on your part, in particular the duty of trust and confidence.

Please acknowledge receipt of this letter as soon as possible.

Yours sincerely

Brenda Willis

Date of signature



What constitutes constructive dismissal. What is an example of constructive dismissal.

In this guide, we will discuss what a constructive dismissal is, see some Sample resignation letters for constructive dismissal, and how you could write a sample resignation letter constructive dismissal. A constructive discharge resignation letter might contain a message like the following: "Dear Mr. Riddle, Due to constructive discharge tactics used regularly by my supervisor, I am forced to resign my position with Peat Corporation effective immediately. The conditions created by my supervisor have become so unbearable that I am unable to execute my duties and I also fear for my safety." Sample resignation letters for constructive dismissal should not be taken lightly, even if you consider that resigning from your job and letting your employer know, is the best option for you. A constructive discharge or constructive dismissal can be confusing since it involves the term "dismissal" but this doesn't actually involve dismissing an employee at all. However, it is considered a type of unfair dismissal claim where an employee resigns in response to something their employer has or hasn't done, related to the employment contract. As Spring House Law indicates, "Simply put, constructive dismissal occurs when an employee feels that their employer has acted so badly, that they can no longer feasibly continue to work for them." When you are writing your constructive dismissal resignation letter, it is important to be clear about the reasons for reaching your decision. Your letter should contain the following: Clearly state your intention for resigning in response to a serious breach of your contract. Describe why or the reasons why you are resigning and that your resignation is a direct result of these reasons. A clear statement that as a consequence of your employer's conduct you consider your position at work to be untenable, leaving you with no other option but to resign. Where relevant, clearly outline any grievance procedure that you have followed (i.e. complaint letter), including why you are unhappy with how the situation was handled. The notice period you are giving your employer, including the last day of your employment. Make sure you follow the procedures and respect the notice period your company has to avoid waiving any breach. Practical matters that are relevant to you (i.e. salary or expenses). Sign and date your letter. Here is a list that includes some of the reasons that constitute constructive unfair dismissal (hattonjameslegal.co.uk): Not paying an employee their salary. Demotion. Changing an employee's conditions of their employment contract without discussing or without notice such as shifts or schedules, which an employee is either forced to accept or leave. Bullying at the workplace. Subjecting an employee to disciplinary proceedings without apparent reasons. Other behaviors, which caselaw may have adjudicated on in previous cases. According to Hatton James Legal, "As our page on compensation for unfair dismissal sets out, for the breach of contract claim you would be entitled to your net pay and the value of any benefits that you would have received had you worked through your notice period." They add, "The employment tribunal will consider whether your dismissal was fair or unfair and in doing so will look at a range of factors including whether your employer acted reasonably." They explain how if your claim for constructive dismissal is successful, you will be entitled to a basic award calculated on the basis of your age, salary, and length of service. Moreover, the tribunal can award you compensation (discretionary) for any loss flowing from the dismissal up to a maximum of a year's salary, taking consideration of the loss of earnings from the date of termination of your employment. Sample resignation letter constructive dismissal "What follows is drafting for a suggested resignation letter. It is intended to be an illustration only. Any actual resignation letter will need to be carefully tailored to fit the particular circumstances of the case. No two cases of constructive dismissal will be exactly the same. [DATE] Dear [Name of [HR] Manager] Resignation I am writing to confirm my resignation from the post of xxxx. [In accordance with my contract dated X, I am giving you X weeks' notice so that I expect my last day of employment to be [date]]. OR I am resigning with immediate effect from today's date. [Please arrange for my final payslip and P45, together with any other relevant materials to be sent to my home address.] Reason for my resignation You should be aware that I am resigning in response to a repudiatory breach of contract by my employer and I, therefore, consider myself constructively dismissed. You rejected my grievance on [DATE] which sets out the basis on which I believe you have seriously breached my contract. As you have not upheld my grievance, I now consider that my position at [name of Company] is untenable and my working conditions intolerable, leaving me no option but to resign in response to your breach. [As I previously indicated to you that I was working under protest [until my grievance was resolved] I do not in any way believe I have affirmed or waived your breach. Yours sincerely [Signature] [Name] " Sample resignation letter constructive dismissal [Your Address] [Name of the person to whom resignation is addressed] [Their position] [Organisation name] [Address] [Date] Dear Mr/Mrs/Ms/Miss [Surname], I am writing to inform you that I am resigning from my position of [insert the name of your post within the organization] with immediate effect. Please accept this as my formal letter of resignation and termination of our contract. I feel that I am left with no choice but to resign in light of my recent experiences regarding ... [Insert the title of one or more of the following scenarios] A fundamental breach of contract. Anticipated breach of contract. Breach of trust and confidence. Last straw doctrine. I consider this to be a fundamental/unreasonable breach of the contract on your part. I appreciate the time and energy which you have invested in training me and I believe that the skills I have gained will serve me well in the future. I will do my very best to ensure a smooth transition upon my departure and make sure that all the details/information is left available to the person who takes up my position following my departure. I would be grateful if you could acknowledge this letter at the earliest available opportunity. [Optional: if you would like me to attend an exit interview then please let me know so that I can make arrangements to do so] I look forward to hearing from you. Yours sincerely, [Your signature] [Your full name] " Sample resignation letter constructive dismissal " Here is a constructive discharge resignation letter sample from an employee who has become effectively forced out of her position. She writes this letter as an official record of her resignation to due constructive dismissal by the employer and remembers to give the effective date, and assurances that she will try to keep her last weeks of work trouble-free (greatsamplesresume.com). [Senders Name] [Address line] [State, ZIP Code] [Letter Date] [Recipients Name] [Address line] [State, ZIP Code] [Subject: Normally bold, summarizes the intention of the letter] - Optional - Dear [Recipients Name], Please treat this letter as my formal resignation. I have no option but to resign my career decision due to the inadequacy of compensation from the company. My compensation and role differ from my initial contract. Please acknowledge this letter. I will ensure a smooth transition period until my leaving date. Sincerely, [Senders Name] [Senders Title] - Optional - [Enclosures: number] - Optional - cc: [Name of copy recipient] - Optional - " Sample resignation letter constructive dismissal " Dear Mr. Martin, I am sending you this letter to inform you of my resignation, which has been necessitated due to constructive discharge tactics from my supervisor. My last day of work will be March 15, 2014, so please accept this letter as my official two weeks' notice of resignation. I truly regret any inconvenience that my resignation may cause to you or Smith Communications. I would be happy to put forth as much effort as possible to make this transition an easier one in the next two weeks, including in transferring responsibility or training a replacement. If you would like to discuss this with me further, please feel free to contact me by telephone at (555)-555-5555 or by email at [email] I look forward to hearing from you. I regret that I must hand in this resignation and will look back fondly on the good times I had at this job. I am grateful for the valuable experience I have gained while working at Smith Communications and feel confident that it will benefit me in all of my future endeavors. I wish you and Smith Communications every success and hope that our paths may cross again someday. Thank you for your understanding. Yours sincerely, Brittany Glass Brittany L. Glass Assistant Smith Communications " You can resign and claim constructive dismissal if the reason you resign is that your employer's behavior towards you amounts to a fundamental or very serious breach of the terms and agreements of the contract. However, in most cases, you will need at least 2 years of continuous employment to bring your claim. To resign due to constructive dismissal, there must be a breach of the contract before your resignation is submitted or it won't be considered a constructive dismissal. Your resignation letter should include a statement in which you explain how you feel you don't have any other choice but to resign. If you want to write a letter of resignation for constructive discharge, make sure it is written in a formal language which includes a brief statement of your resignation with the exact effective date, your contact details, and a thank you statement for the experience earned (optional). The compensatory award you can get for constructive dismissal (not to be confused with unfair dismissal/wrongful dismissal) is the calculation of the money you have lost as a result of the constructive dismissal. "This is capped at a maximum of 1 year's salary, or £80,541 (the current statutory cap - as in October 2017), whichever is the lower (Truthlegal.com)." The signs of a constructive dismissal could include:- Being suddenly demoted for no apparent reason.- Being bullied or discriminated against by either your employer or colleagues.- Changing your schedule or place of work without having a formal discussion and without having the contractual rights to do so. Below are some of the other resignation or leave letters we curated. If you are looking for a job, you should also ideally start your job research on job websites such as Indeed. Power, B. (2019, Oct.) Letter of Resignation for constructive dismissal. Retrieved from Springhouselaw.com. Natemplaw.co.uk: "Constructive dismissal letter template" Hattonjameslegal.co.uk: "Constructive Dismissal" Letterspro.com: "Constructive dismissal letter" Greatsamplesresume.com: "Constructive Discharge Resignation Letter" Constructive dismissal permits an employee to stop working and demand termination pay (i.e. severance pay) or failing that sue for wrongful dismissal even though their employment was never terminated. In other words, a constructive dismissal gives an employee the right to quit their job and get a severance and employment insurance (EI). Normally an employee is not entitled to severance and EI if they quit their job without cause. To that effect, constructive dismissal is essentially, "quitting one's job for cause". Read below for constructive dismissal examples. A constructive dismissal occurs when the employer alters the employment relationship to such a degree that an employee is entitled to regard the employer's conduct as a breach of his or her employment contract, and thus a termination of the employment relationship just as if they had been terminated without cause. Constructive dismissal is, in other words, "cause" to quit a job. In more simple terms, constructive dismissal is an employer's serious action or series of actions that break the employment relationship. For example, actions that may cause a constructive dismissal are: Constructive dismissal happens when an employee's job description or pay is changed by their employer; unpaid wages or bonuses demotions lowered salaries change in status temporary lay off Constructive dismissal can also happen when an employee is treated so poorly that they cannot reasonably be expected to return to work. toxic work environments harassment discrimination Below is a list (that will grow with time as we add other cases) of example cases where a constructive dismissal allegation was successful or unsuccessful. Crescent (1952) Limited v. Safety Insurance (1959) Limited, 2019 ONSC 931 (CanLII): In this case, the employer tried to unilaterally change the terms of the employee's remuneration package, which would have very likely resulted in a decrease in his remuneration. Specifically, the employer attempted to remove the commissioned employee's guaranteed draw. Lane v. Carson Group Inc., 2002 NSSC 218 (CanLII): The employee was employed by the defendant as a salesman and after 25 years, the employer unilaterally reduced the plaintiff's territory and product lines resulting in a potential 25% decrease in income. This unilateral action of the employer constituted a constructive dismissal. Orovec v. Ryan Duffy's Management Ltd., 2016 NSSM 7 (CanLII): The employee worked for approximately four months with the employer as a Chief Operations Officer of a restaurant. He began his employment at an annual salary of \$75,000.00. However, months later that was reduced to \$50,000.00 and his position was changed to that of Executive Chef. The court found a constructive dismissal. Ciszkowski v. Canac Kitchens, 2015 ONSC 73 (CanLII): The court found a constructive dismissal when the Employee was told that instead of reporting to the Director of Finance, he would be reporting to a lesser manager. Also, the Employee lost control over a small office budget, was no longer invited to attend some managerial meetings, no longer had subordinates and he no longer received or processed new contracts. Corker v. University of British Columbia, 1990, Carswell B.C. 726 (BCSC): An employee who had been hired to provide counselling services at a university was unilaterally transferred into a position where she was to be responsible for cataloguing reference materials. Despite the fact that her title and salary remained the same, the court concluded that she had been constructively dismissed. The employer was not entitled to alter her duties unilaterally in the manner in which it had done because she was hired to provide counselling services and not clerical services. Holm v Agat Laboratories Ltd, 2018 ABQB 415 (CanLII): The court had no hesitation in finding that the employee was constructively dismissed. The essential terms of his employment were substantially changed in that: subordinates would no longer report to him and he would no longer be referred to as a "Manager".

Constructive Dismissal Resignation Letter

Subject- Resignation letter.

I am writing to formally resign from the position of [mention the post of the sender] in accordance with my contract dated [mention the date of contract]; I am providing you with [mention the number of weeks] weeks' notice, with the expectation that my last day of employment will be [mention the date]. OR I'm resigning with immediate effect as of today. Please arrange for my final payslip and P45, as well as any other pertinent materials, to be mailed to my home address.

You should be aware that I am resigning in response to my employer's repudiator breach of contract and thus consider myself constructively dismissed.

You rejected my grievance on [mention the date], which stated the grounds for my belief that you have seriously breached my contract. As a result of your failure to uphold my grievance, I now believe that my position at [mention the name of the company or organization] is untenable and my working conditions intolerable, leaving me no choice but to resign in response to your breach.

As I previously stated to you, I was working under protest until my grievance was resolved, and I do not believe I have affirmed or waived your breach in any way.

Please acknowledge receipt of this letter as soon as possible. Thank you for your consideration.

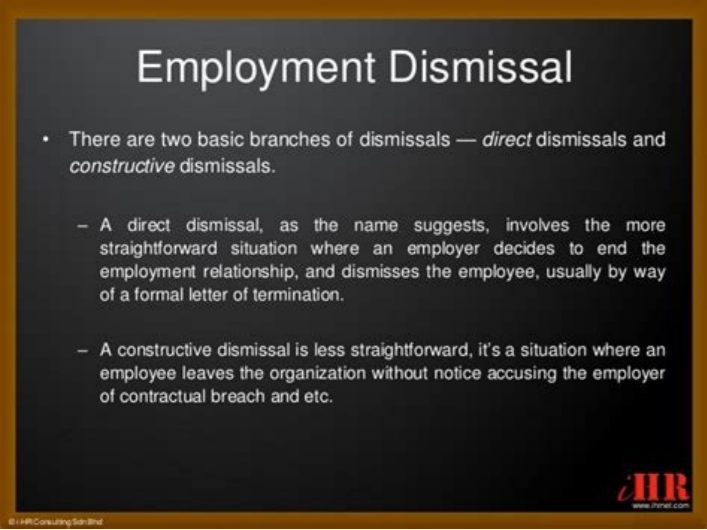
Sincerely,

Thank you very much,



his annual salary would be reduced by 20%.

the loss of his ability to use a luxury car at no cost to him for his personal use outside business hours. his new office was much smaller. he would be reporting to someone who had previously reported to him and who he knew earned less than he did.

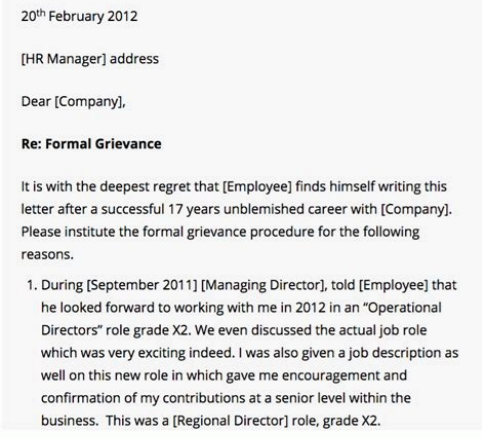


The employee felt that this would be embarrassing, and humiliating for him. McLean v Dynacast Ltd., 2019 ONSC 7146 (CanLII): The court found a constructive dismissal when the employer ended the employee’s role as a sales and service technician and unilaterally reassigned him to the job of project technician. Prior to the change of duties, the employee spent about five percent of his time on the plant floor consulting on how to fix problems with the machines. In contrast, the project technician job involved rebuilding machines and maintenance work with 100 percent of the Plaintiff’s time being spent in the physically challenging environment of the plant floor. Michalski v Cima Canada Inc., 2016 ONSC 1925 (CanLII): The Employee successfully argued that as he had been temporarily laid off, it was a constructive dismissal because his employment contract did not have express terms stating that temporary layoffs could occur during the course of his employment. Bishop v.



Carleton Co-operative Ltd. (1996), 1996 CanLII 4867 (NB CA), 176 N.B.R. (2d) 206 (C.A.): a 27-year employee in the position of office manager was granted sick leave that was extended from time-to-time as a result of medical certificates. After some time, he returned to work to find that his position was taken and that there was no further work. The court found a constructive dismissal. Moffat v. Canso Pharmacy Ltd., 1990 CanLII 4217 (NS SC): A change in the employee’s terms was made without her consent or consultation tantamount to a constructive dismissal. There was a change in her hours and in the location of her work. It entailed driving over a road which she feared in the winter. It entailed working in a different pharmacy and for a person whom she did not know. Nethery v. Lindsey Morden Claim Services Limited, 1999 CanLII 3857 (BC SC): When an insurance adjuster learned that his supervisor had over billed clients for the adjuster’s time, he demanded that the employer reimburse the clients and discipline the supervisor. The company refused, and the adjuster left his position, claiming that he had been constructively dismissed. The British Columbia Supreme Court agreed, creating a novel precedent. See eText on Wrongful Dismissal and Employment Law, Chapter 8. Constructive Dismissal, Resignation and Repudiation by Employee. Thornton v. Toronto Dominion Bank, 2008 CanLII 49578 (CA LA): Employee worked for nine years at bank, beginning as teller. Employee took on new position selling mortgages for bank. Employee was promised leads, introductions and powers of sale that would aid in his work, but which were not forthcoming. Bank breached fundamental term of contract by not providing employee with promised leads, power of sale and introductions and providing these benefits to others.

Lack of action by human resources department of bank created impression that bank was not interested in addressing issue. Bank did not follow performance counselling protocol.



Employee had reason to believe he was being “squeezed out”. Colistro v. Thaytel, 2019 ONCA 197 (CanLII): the Ontario Court of Appeal upheld a finding that it was constructive dismissal when the employer re-hired a former employee who had sexually harassed the employee. Hlewka v. Moosomin Education, 2007 SKPC 144 (CanLII): The employee alleged a constructive dismissal for the employer failing to contribute to a pension plan. The employer had agreed to make pension and benefit deductions and contributions and then failed to do so. However, in this case, the employer’s failure to do so was not so significant as to be a fundamental breach and repudiation of the contract of employment constituting a constructive dismissal. Bayouk et ADT Canada inc., 2017 QCTAT 1301 (CanLII): The employer changed the employee’s duties after the company was purchased. However, it was concluded that the change was not serious enough to amount to a constructive dismissal because the employee had not been downgraded to a lower status and his responsibilities didn’t change very much. Gillis v. Sobeys Group Inc., 2011 NSSC 443 (CanLII), the court ruled an employee resigned and was not constructively dismissed. The elimination of her position and offer of a sideways transfer, with a slightly lower salary, return to the store floor, and child care concerns irregard to the position’s hours were not enough to be deemed to be a constructive dismissal. General Motors of Canada Limited v. Johnson, 2013 ONCA 502 (CanLII): The alleged harassment and discriminatory behaviour were not credible, nor were they serious enough to amount to a breach of contract. The employee had, essentially, a dispute with another employee, which did not support a finding that the assembly plant body shop was poisoned by racism, warranting a finding of constructive dismissal. As a matter of law, the offending conduct must be persistent and repeated. Jeff is a lawyer in Toronto who works for a technology startup. Jeff is a frequent lecturer on employment law and is the author of an employment law textbook and various trade journal articles. Jeff is interested in Canadian business, technology and law, and this blog is his platform to share his views and tips in those areas.