

The U.S. tariff effect: Mass terminations in Ontario – Rights, risks and responsibilities

April 08, 2025

A continuation in our U.S. tariff effect series, a national analysis of the impact of tariffs on Canadian employers.

With President Trump imposing tariffs on Canadian goods, many employers are asking about their obligations in the event of an economic downturn, with the potential for layoffs or mass terminations.

The Ontario Employment Standards Act, 2000 (the ESA) layoff and mass termination provisions can be technical and complex. It is important to understand and comply with the rules and obligations under the ESA to avoid potential increased and unexpected liabilities.

ESA temporary layoffs

Employees who are placed on a temporary layoff will be deemed terminated once the threshold for a temporary layoff period is triggered (13 weeks on layoff in any consecutive 20-week period, which can be extended to 35 weeks in any consecutive 52-week period in certain circumstances).

ESA notice of termination and severance entitlements

Subject to certain limited exceptions, all employees are entitled to minimum statutory notice periods upon termination of employment under the ESA. In the absence of a mass termination, the statutory notice period is based on the employee's years of service and can be up to eight weeks after eight years of service. In addition to notice (or pay in lieu with benefit continuance), employees with five or more years service with an employer that has a payroll of greater than \$2.5 million are entitled to statutory severance pay, calculated at one week's pay for each year of service, up to a maximum of 26 weeks of pay.

ESA mass terminations

Under the ESA, a "mass termination" occurs when an employer terminates the **employment of 50 or more employees at the employer's "establishment" within a four-week period. The four-week period is a "rolling window", with a mass termination** occurring on the first occasion of 50 or more employees being terminated within the same four-week period. This could happen in various situations, such as downsizing, restructuring, or a company-wide closure.

"Establishment" includes multiple locations in the same municipality where the employer carries on a business through more than one location. It can also extend to multiple facilities outside of a municipality, if the employees have contractual bumping rights to those facilities.

The mass termination provisions do not apply if the number of terminated employees is 10 percent or less of the employees employed for at least 3 months **and the terminations are not caused by the permanent discontinuance of the employer's business at the establishment.**

In the event of a mass termination:

1. With limited exceptions, the ESA notice of termination/termination pay entitlements increase for all employees who are terminated as part of a mass **termination to eight, twelve or sixteen weeks; and**
2. The ESA requires the employer to provide the Director of Employment Standards with a Form 1 - Notice of Termination, which must be posted in the workplace(s) and written notice to the affected employees must be given as well. Importantly, failure to file the Form 1 can be costly, as the notice of termination clock only starts ticking when it is submitted.

Notice period for mass terminations

The notice period required for mass termination overrides the individual ESA notice period, and is the same for the entire group, regardless of length of service. The required ESA notice periods correspond with the following breakdown:

- 50 to 199 employees: at least 8 weeks notice;
- 200 to 499 employees: at least 12 weeks notice; or
- 500 or more employees: at least 16 weeks notice.

Employers have the option of requiring employees to work during the notice period (working notice) or, alternatively, pay the termination pay in lieu of notice (with benefit continuance). Statutory severance pay would also be owing if the thresholds noted above apply.

Of note:

- The ESA provides for minimum entitlements only. Contractual and common law reasonable notice obligations for non-union employees will still have to be considered.
- With respect to unionized employees, any notice, consultation, layoff, recall and seniority provisions in a collective agreement will have to be carefully applied.

As briefly described in this alert, mass terminations require careful attention to detail under the ESA. By understanding the ESA's requirements and providing the proper notices, employers can minimize legal risk.

If you are concerned about the potential of a mass termination or need assistance with compliance under the ESA, please contact your BLG lawyer or any member of our [Labour and Employment Group](#) who will provide guidance and support.

By

[Danielle Rawlinson](#), [Clifford J. Hart](#), [Jeffrey Mitchell](#)

Expertise

[Labour & Employment](#)

BLG | Canada's Law Firm

As the largest, truly full-service Canadian law firm, Borden Ladner Gervais LLP (BLG) delivers practical legal advice for domestic and international clients across more practices and industries than any Canadian firm. With over 800 lawyers, intellectual property agents and other professionals, BLG serves the legal needs of businesses and institutions across Canada and beyond – from M&A and capital markets, to disputes, financing, and trademark & patent registration.

[blg.com](#)

BLG Offices

Calgary

Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa

World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver

1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal

1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

The information contained herein is of a general nature and is not intended to constitute legal advice, a complete statement of the law, or an opinion on any subject. No one should act upon it or refrain from acting without a thorough examination of the law after the facts of a specific situation are considered. You are urged to consult your legal adviser in cases of specific questions or concerns. BLG does not warrant or guarantee the accuracy, currency or completeness of this publication. No part of this publication may be reproduced without prior written permission of Borden Ladner Gervais LLP. If this publication was sent to you by BLG and you do not wish to receive further publications from BLG, you may ask to remove your contact information from our mailing lists by emailing unsubscribe@blg.com or manage your subscription preferences at blg.com/MyPreferences. If you feel you have received this message in error please contact communications@blg.com. BLG's privacy policy for publications may be found at blg.com/en/privacy.

© 2026 Borden Ladner Gervais LLP. Borden Ladner Gervais LLP is an Ontario Limited Liability Partnership.