## TERMINATION OF EMPLOYMENT

This policy ensures that terminations of employment are handled fairly and consistently, according to legislated employment practices and company processes.

This policy is in compliance with Ontario’s *Employment Standards Act, 2000* (ESA).

All terminations, no matter the cause, will be handled respectfully and confidentially.

DEFINITIONS

“Termination” under the *Employment Standards Act, 2000* (ESA) means a person's employment is terminated if the employer:

* dismisses or stops employing an employee, including where an employee is no longer employed due to the bankruptcy or insolvency of the employer;
* "constructively" dismisses an employee and the employee resigns, in response, within a reasonable time;
* lays an employee off for a period that is longer than a "temporary layoff".

“Involuntary Termination” means the employee's departure is at the hands of the employer.

“Voluntary Termination” (widely known as resignation) means the decision is made by the employee to leave the job.

“Termination for cause" means an employee is guilty of wilful misconduct, disobedience, or wilful neglect of duty that is not trivial and has not been condoned by the employer.

“Temporary layoff” means an employer cuts back or stops the employee’s work without ending their employment.

POLICY

[Organization Name] will provide notice of termination, or pay in lieu of notice, in accordance with ESA regulations.

If the terms of an employee’s employment agreement provide a **greater** termination benefit than that of the ESA, the employment agreement terms will take precedence.

Voluntary Termination/Resignation

Should an employee wish to resign from their employment they must provide such notice in writing. The notice must include their name, date the notice was provided, and the date which they desire the resignation to become effective. The employee must provide at least the required notice as per the terms of their employment agreement.

Probationary Employees

Employees who are within the probationary period, as established in the employment agreement, may be terminated without cause, provided the legislative rights of the employee are not violated. If the employee has been employed for less than three months, the employee will not be entitled to working notice or pay in lieu of notice. If the employee is terminated after being employed for three months, but still in the probationary period assigned by the employer, the employee will be provided with the ESA required notice of termination or pay in lieu of notice.

Involuntary Termination

In all cases, notice of termination of any employee shall be given in writing in accordance with the ESA.

\*Note: for involuntary terminations, depending on the individual factors, details, and circumstances, common law entitlements may apply.\*

*Not for Cause*

The employer reserves the right to terminate the employment agreement without cause during the course of employment, provided they do not violate the legislated rights of the employee. The employee will receive the minimum entitlements due to an employee upon termination, as per the terms of the ESA.

The employee will either work for the remainder of the time provided by the notice period (working notice) or be provided with termination pay (pay in lieu of notice) or a combination of working notice and pay in lieu of notice for the duration of the notice period.

Employees will be entitled to their full regular pay during the notice period and will continue to accrue vacation pay during this time. Any benefits will remain in place for the duration of the notice period.

Employees may also be entitled to severance pay based on their years of service and other conditions under the ESA. The [Human Resources Manager] shall determine whether severance pay should be applied.

*For Cause*

In order for an employee to be terminated for cause, the employee must have exhibited wilful misconduct. Wilful misconduct implies an act or the culmination of a series of acts of such gravity and seriousness that it constitutes a breach of the employee’s fundamental obligations to the employer, and is therefore grounds for dismissal. The standard of wilful misconduct can be reached via full progression through the process outlined in the Progressive Discipline Policy, or through a single egregious act that would be grounds for immediate dismissal.

If an employee is terminated for cause, as per the definition in this policy, the employee would not be entitled to notice of termination or pay in lieu of notice under the ESA.

Temporary Lay-off

[Organization Name] will refer to and adhere to the ESA if a temporary layoff is required. The organization is not required to provide written notice of the layoff.

If an employee is laid off for a longer period than that set out in the ESA, the organization understands the employee may be considered terminated according to the ESA and [Organization Name] will provide any notice of termination pay to the employee as required.

Final Pay and ROE

Upon termination, the organization will:

* Provide any wage entitlements owing to an employee whose employment has ended no later than the later of seven days after employment has ended or the next regular pay day.
* Issue a Record of Employment (ROE) within 5 calendar days after the end of the pay period in which an employee’s interruption of earnings occurs so that eligible employees may apply for Employment Insurance (EI).

Return of Employer Property

Employees must return all company property back to the organization before or on the date of termination, or at a later time as established by the employer. This may include, but not limited to, keys, identification, laptops, company vehicles, credit cards, company materials, etc. All intellectual property, or information, products or content created for the employer remains the property of the employer.

Rehiring

Employees who are terminated for cause may not be eligible for rehire.

Exit Interview

[Organization Name] may reach out to employees to participate in an exit interview. Participation in this interview is completely voluntary.