



## POLICY – HR 22

## TERMINATION OF EMPLOYMENT

<b>APPROVAL DATE:</b>	2013-04-25	<b>CROSS-REFERENCE:</b>	
<b>RESPONSIBILITY:</b>	Administration		
<b>APPROVER:</b>	Council	<b>APPENDICES:</b>	
<b>REVISION DATE (s):</b>	2022-02-07	<b>REVIEW DATE:</b>	2026

---

### POLICY STATEMENT

To establish the administrative process for the termination of employment of a Village of Marwayne Employee.

### BACKGROUND

The Village of Marwayne created this policy to ensure that the termination of employment for any Employee is handled with due diligence and with a minimum disruption to the day-to-day operations of the organization.

### OBJECTIVE

To explicitly outline the process by which the Village of Marwayne shall carry out the termination of employment of a Village of Marwayne Employee in accordance with the *Employment Standards Code*, as amended from time to time.



## DEFINITIONS

**CAO** is the Chief Administrative Officer for the Village of Marwayne in the Province of Alberta.

**Employee** is a full-time permanent Employee of the Village of Marwayne in the Province of Alberta.

**Employer** is the Village of Marwayne in the Province of Alberta.

**Job Abandonment** means the failure to report back to work after three consecutive business days without prior notification to the Employee's supervisor.

**Village** is the Village of Marwayne in the Province of Alberta.

**Village Property** means all keys, electronics, security passes, memberships, identification, vehicles, confidential information, etc. as the case may be that belonged to the Village of Marwayne prior to the Employee's employment.

## GUIDING PRINCIPLES

This policy applies to all Village of Marwayne Employees and is subject to the terms set forth below:

- The Village of Marwayne classifies the termination of employment in three distinct categories:
  - **Administrative**
    - Administrative terminations are generally the result of retirement, failure to return to work in a timely manner following an approved leave of absence, permanent or long-term disability where the Employee is unable to perform his or her job duties (with or without reasonable accommodation, or in the case of the death of an Employee.
  - **Voluntary**
    - Voluntary terminations are generally the result of resignation by the Employee or job abandonment. Employees will not be deemed to have abandoned their job if they can substantially prove that special circumstances, outside of their control, prevented them from informing their supervisor that



they would be absent in excess of three consecutive business days.

- **Involuntary**

- Involuntary terminations are generally due to unsatisfactory performance, misconduct, layoff due to reduction or reorganization of the workforce, or failure to meet the expectations of the Village of Marwayne. The Village of Marwayne reserves the right to terminate an Employee with or without cause and with or without prior written notice in accordance with the Employment Standards Code. The Village of Marwayne only provides Employee's with the minimum amount of notice or pay in lieu of notice as outlined in the Employment Standards Code. The Village does not, in any circumstance, exceed the minimums of the Employment Standards Code when terminating an Employee's employment.
- The Village of Marwayne, using its sole discretion, may terminate, demote or layoff an Employee based on the organization's current needs in terms of operations and staffing levels.
- Depending on the situation surrounding an Employee's termination of employment, consideration for re-hire may or may not be given. The decision to re-hire an Employee following termination is at the sole discretion of the Village of Marwayne.

- **Layoffs**

- In the event of economic or industry forces that dictate that the Village of Marwayne requirements for work are diminished, streamlining of operations are required, a re-organization is necessary, or a lack of funds causes an inability to maintain staffing levels, the Village of Marwayne may be required to reduce our workforce through layoffs.
- The Village of Marwayne will provide as much warning as is possible / necessary to ensure that workers are aware of any pending changes to their employment. Notices will be made in writing and delivered to the employee by their immediate supervisor or CAO. In the event that the Employee cannot come in to work for any



reason, a copy of the notice will be mailed to their residence based on the residential information provided to the Village at the time of hire, contained within their personnel file.

- Notice of Layoff will include information pertaining to the effective date of the Employee layoff and will provide information regarding their severance pay (if applicable), and date of final paycheck. In the event of any necessary layoff, the Village of Marwayne will provide the Employee with the appropriate amount of severance (if applicable) and include any accrued vacation / sick leave pay that is owed to the employee on their final paycheck.
- In the event of a voluntary termination, the CAO should attempt to retain the Employee if it is in the best interests of the Village of Marwayne. Should this not be possible, the CAO shall attempt to determine the Employee's specific reason for leaving, if not already known.
- Whenever possible, the Village of Marwayne CAO will give warnings pertaining to unacceptable behavior and/or conduct by an Employee. In the event that the Employee fails to correct the behavior or violates Village policies, the Employee may face disciplinary action, up to and including termination. Depending on the severity of the offence, an Employee may be terminated without prior warning from the Village of Marwayne.
- The Village of Marwayne shall inform the Employee of the rationale for their termination of employment if it is with cause. For termination without cause, a rationale for their termination of employment will not be provided.
- An Employee who is terminated will be escorted and overseen departing the Village of Marwayne on their last day of employment. Supervisors must make sure that terminated Employees return all Village property prior to their departure.
- Employees will be advised of their insurance and conversion rights at the conclusion of their employment with the Village of Marwayne.
- When and if appropriate, the Village of Marwayne will conduct an exit interview with a terminated Employee. These interviews are held in strict confidence. The Village of Marwayne shall compile pertinent information from exit interviews to create feedback which may be used for future considerations as it relates to Village policies and management directives.



- Terminated Employee's are bound to keep Village of Marwayne information, obtained throughout the course of their employment, confidential upon termination. Failure to keep such information confidential may result in legal action against the terminated Employee.
- **Notice Requirements when the Village of Marwayne initiates termination of employment**
  - The Village of Marwayne has no obligation to give notice of termination during the first three months of Employment for a Village of Marwayne Employee.
  - The first three months of a Village of Marwayne Employee's employment is considered their probationary period.
  - The Village of Marwayne will provide the required amount of written notice based on the duration of the Employee's employment in accordance with the Employment Standards Code. The Village of Marwayne does not, under any circumstance, provide any additional notice, or pay in lieu of notice, beyond the notice requirements as outlined in the table below:

<b>Notice Period</b>	<b>Length of Employment</b>
1 week	More than 90 days but less than 2 years
2 week	2 years but less than 4 years
4 week	4 years but less than 6 years
5 week	6 years but less than 8 years
6 week	8 years but less than 10 years
8 week	10 years or more

- The amounts in the table above constitute the minimum and maximum amount of notice, and/or pay in lieu of notice, that a terminated Employee is eligible to receive as it relates to the termination of their employment.
- The Village of Marwayne may, at its sole discretion, provide a terminated Employee with pay in lieu of notice. Alternatively, a combination of notice and pay in lieu of notice may be given to the terminated Employee.
- The Village of Marwayne shall provide terminated Employees with their wages, holiday pay, and/or vacation pay within 10 consecutive days



after the end of the pay period in which termination occurred, or, 31 consecutive days after the last day of employment.

- **Notice Requirements when the Employee initiates termination of employment**

- The length of notice an Employee is required to give the Village of Marwayne depends on the duration of the Employee's employment and must be writing. The minimum notice requirements that terminated Employees must provide is as outlined in the table below:

Notice Period	Length of Employment
1 week	More than 90 days but less than 2 years
2 week	2 years or more

- **Employee Benefits**

- All health and dental coverage and/or insurance stops immediately on the last day of the terminated Employee's employment.
- All short- and long-term disability coverage and/or insurance stops immediately on the last day of the terminated Employee's employment.
- Life insurance stops immediately on the last day of the terminated Employee's employment.
- No employee is entitled to severance pay upon termination of their employment.
- Severance pay may be granted at the sole discretion of the Village of Marwayne. Should severance pay be granted, the CAO will provide details as to how the amount was calculated.
- All terminations will be conducted in compliance with the laws of the Province of Alberta.



## ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE (s) OF PERSON RESPONSIBLE
<b>HANDLING INQUIRIES &amp; COMMUNICATING POLICY</b>	Chief Administrative Officer
<b>MONITORING REVIEWS AND REVISIONS</b>	Administrative Assistant

## EXEMPTIONS

Termination of employment for Employees with whom the Village of Marwayne has executed a signed employment contract are exempt from this policy. The terms set forth in the employment contract, in all instances, shall prevail. The exemption for employment contracts does not encompass letters of hire with specific provisions. Employees who are hired on a full-time, part-time or seasonal basis by the Village of Marwayne, are bound by this policy.