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**Sangster's** has designed a separation policy to achieve fairness and equity for all employees who leave our company. Separations are either voluntary or involuntary. **Sangster's** retains the right to discharge or release any employee at any time with or without cause in the first 3 months. All employees retain the right to terminate their own employment at any time and for any reason. In either case, a fourteen (14) working day notice is recommended but not required of either party.

#### **PROCEDURES:**

## 1. Involuntary Termination (Discharge)

- a. When any manager first determines that an employee should be terminated, he or she should discuss the situation with the franchise owner.
- b. Once a decision to terminate an employee has been made, the employee will be orally informed by either his or her Manager or the Franchise owner. The reasons may or may not be given to the employee.
- c. The last paid working day is considered the last day of employment. All earned unused vacation and holiday pay will be calculated to that day and be provided, along with all earned wages/salary, on the next available pay period.
- d. All company property must be returned, no later than the last day worked, to the Manager/Franchisee. The property may include but not be limited to supplies, keys, manuals, name badges or identification cards.
- e. Accrued sick pay is not a form of compensation and is not paid at the time of termination.
- f. Terminated employees are eligible to receive earned vacation and earned unused holiday time upon termination of employment.
- g. Exit interviews should be conducted when possible by the Manager or Franchisee for all terminating employees.

## 2. Voluntary Resignation

a. Employees voluntarily leaving their employment who provide at least fourteen (14) days notice will receive their final pay cheque, including all earned unused vacation or holiday time, on the next available pay period.

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- b. Employees voluntarily resigning will be provided their final pay cheque within fifteen (15) days of their last day of employment if reasonable notice is not given.
- c. Any employee leaving the company voluntarily will be required to complete the Voluntary Resignation Form and be provided an exit interview.

## 3. Layoff

- a. In situations where new skills are required or work is not available, employees may be laid off from their positions. Employees will be provided advance notice of the layoff.
- b. Employees with necessary skills and satisfactory performance will be eligible for recall for up to six (6) months after the layoff.
- c. Employees called back within six (6) months of layoff will retain their seniority date for benefit accrual purposes.
- d. Employees on layoff status are not eligible to utilize sick pay or to be paid for holidays occurring during the layoff period.

#### 4. Termination Notice

a. Any regular full-time or regular part-time employee with a minimum of two (2) year's service who is terminated by permanent layoff due to job elimination or reduction of work force, who is not subject to recall as in the case of a casual layoff, and who is not re-employed by **Sangster's** or any other employer during the period, may be paid a termination allowance.

## 5. Severance Pay (In Lieu of Notice)

a. **Sangster's** may pay severance pay or pay in lieu of notice to regular full-time and regular part-time employees in situations of workforce reduction or other termination that are not the fault of the employee according to the following recommended schedule(s):

Non-Management Employees	Management Employees

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Years of Service:	Weeks of Severance	Years of Service:	Weeks of Severance
<1	0	<1	0
1 – 5	2	1 -3	2
6-10	3	4-6	4
11 +	4	7 – 9	6
		10 +	8

- b. In addition, **Sangster's** may determine additional severance pay based upon the circumstances of the termination and other related factors, such as length of service and level of position.
- c. **Sangster's** reserves the right not to provide severance, or to deviate from the above schedule whenever it is appropriate.

#### 6. Reinstatement

- a. Employees who leave their employment with **Sangster's** for any reason other than poor performance or inappropriate conduct are eligible to be considered for re-employment at any **Sangster's**.
- b. Any reinstated employee will be offered a salary commensurate with prevailing rates within **Sangster's** and the employee's skills and experience. In no case shall any reinstated employee be guaranteed the rate of pay received at the time of original termination.

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# Sangster's

# **VOLUNTARY RESIGNATION FORM**

Employee Name			Position	Position		
	resign my en		entres or Sangster's			
effective on:						
	(Month)					
My reasons f	or leaving are	e:				
Forwarding A	Address:					
Employee's s	ignature			Date		
Manager's/Fr	anchisee's si	onature			Date	