Is Deliberate Destruction of Company Property Just Cause to Terminate?



QUESTION

A union employee on the job for less than 4 months (3 weeks over probation) is witnessed by a company manager in an anger fit, using a large hammer and destroying a gas fireplace he was working on on an assembly line. The company fired the employee for destruction of company property. Is this dismissal appropriate or legal? The union is of course going to fight the dismissal.

– Name withheld

[learn_more caption="**Answer**"]

Yes. You can terminate an employee for any reason or no reason at all as long as you provide appropriate termination notice under the employment standards. The real question, I believe, is whether you can fire the employee without notice.

EXPLANATION

Although it's impossible to say with certainty without knowing all of the facts, based on the information you provide, I believe that firing the employee in this case without notice would be both legal and appropriate.

I would be a lot more confident in saying this if the employment in this case *was* still in its probationary stages. That's because during the probation period, you can terminate without notice as long as you can show that the employee wasn't suitable for the position. And smashing a gas fireplace in a fit of rage would certainly cast doubts on any employee's "suitability."

Since the employee is no longer probationary, you need "just cause" to terminate without notice. Just cause means an offence so egregious that it undermines the trust on which the employment relationship is based. Deliberate destruction of company property is generally considered one of those egregious offences.

The problem is there may be circumstances that I don't know about that would reduce the gravity of the offence and warrant a penalty less severe than termination. For example, was the employee provoked? Did he destroy the fireplace deliberately or was the hammer blow intended as a gesture?

The other unknown is whether you followed the appropriate disciplinary procedures under the collective agreement. That’s important because even if you have substantive grounds to terminate without cause, failure to follow the right procedure can undermine your case.

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I hope this helps.

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