## TERMINATIONS

[Organization Name] is committed to ensuring that all employee terminations of employment are handled in a fair and consistent manner, according to legislated employment practices, specifically the *Alberta Employment Standards Code.*

DEFINITIONS

“Termination” means a situation in which the employment relationship comes to an end due to a variety of reasons such as resignation or the employer ending the employment relationship.

“Termination not for just cause” means the employee's departure was at the hands of the employer and they are entitled to notice of termination.

POLICY

[Organization Name] will follow the rules and procedures set out in the *Alberta Employment Standards Code* and the terms set out in an employee’s contract when it comes to ending the employment relationship. Additional information from the Code than is laid out within this policy will be sought and adhered to in the case of group termination.

All terminations will be handled respectfully and in a confidential manner.

[Organization Name] will never end someone’s employment or penalize them in any way for asking questions about or exercising their rights under the Code.

Resignation

Employees who voluntarily resign from their position must provide one week of notice to the employer if they have been working for the organization for 90 days to two years. Employees who have been working for the organization for more than two years must provide two weeks of notice to the organization. Notice should be provided in writing.

Notice of Termination

In the case of termination not for cause, the employee will be provided with written notice of termination which meets the criteria set out within the *Alberta Employment Standards Code*, at minimum:

| **Period of Employment** | **Notice Required** |
| --- | --- |
| 3 months but less than 2 years | 1 Week |
| 2 years but less than 4 years | 2 Weeks |
| 4 years but less than 6 years | 4 Weeks |
| 6 years but less than 8 years | 5 Weeks |
| 8 years but less than 10 years | 6 Weeks |
| 10 years or more | 8 Weeks |

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

Employees will be entitled to their full regular pay and, if applicable, benefits may remain in place for the duration of the notice period. They are also to accrue vacation pay during this time.

Employees who are terminated for just cause are not entitled to notice or pay in lieu of notice.

Exceptions

* If the period of employment is 90 days or less, no notice is required from either party.
* Termination notice is not required for seasonal or task specific employment.

Final Pay and ROE

Upon termination of employment for any reason, [Organization Name] will provide on the final pay after the notice period any monies owing within 10 days after the end of the pay period in which termination occurred, or 31 consecutive days after the last day of employment.  This includes:

* Any outstanding vacation pay, and
* Any hours banked in the employee’s time bank for time in lieu that have not been taken (Remove if not a program).
  + Please note that unused sick time will not be paid out upon termination of employment.

[Organization Name] will also 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

Whether the termination is voluntary or involuntary, the employee must return all company property including such as keys or computer devices. All intellectual property, or information, products or content created for the employer will remain the property of the employer.

Rehiring

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