## TERMINATION

[Organization Name] is committed to ensuring that all employee terminations of employment are handled fairly and consistently, according to legislated employment practices, specifically *Nunavut's Labour Standards Act (the Act)*.

DEFINITIONS

The Act defines the following terms:

"Notice of termination" refers to a written notice of termination of employment from an

employer to an employee in accordance with subsection 14.03(2) of the Act

“Temporary layoff” means an interruption of the employment of an employee by an employer for a period:

1. (a) not exceeding 45 days of layoff in a period of 60 consecutive days, or
2. (b) exceeding 45 days of layoff, where the employer recalls the employee to employment within a time fixed by the Labour Standards Officer

"Termination pay" means a payment made by an employer to an employee in accordance with

subsection 14.03(4) or section 14.06 of the Act

POLICY

[Organization Name] will follow the rules in the Act and the terms set out in an employee’s contract regarding ending the employment relationship.

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

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

Resignation

In the case of resignation, [Organization Name] requests that employees provide a minimum of two weeks' written notice.

Notice of Termination and Termination Pay

In accordance with the Act, [Organization Name] may not terminate an employee who has been on the job for at least 90 days without notice or termination pay.

In the case of involuntary termination (not for cause), the employee will be provided with written notice of termination in accordance with subsection 14.03(2) of the Act:

* Two (2) weeks’ notice for employees of less than three years
* Two (2) weeks' notice plus an additional week for each additional year of employment, up to a maximum of eight (8) weeks for employees of three (3) or more years:
  + The notice of termination will specify the date on which the notice is given and the date on which the employment is terminated.

Alternatively, [Organization Name] may also provide termination pay in lieu of notice under subsection 14.03(4) of the Act. Termination pay will equal the wages and benefits the employee would have received if they had worked their usual hours for each week of the notice period.

Per the Act, notice of termination and termination pay may not apply to employees who are under any of the following circumstances:

* temporarily laid off from their job;
* engaged in specific activities, businesses, work, trades, occupations, or professions;
* employment is being terminated for just cause;
* employment is being terminated because the employee refuses an offer of reasonable alternative work;
* on temporary layoff but does not return to work within seven (7) days after receiving a written request from the company.

Temporary Layoff

[Organization Name] will refer to and adhere to the Act if a temporary layoff is required for any reason and shall give an employee a written notice of temporary layoff, indicating the expected date on which the employee will be requested to return to work.

Per the Act, should [Organization Name] temporarily lay off an employee without providing notice, the employee's employment will be considered terminated.

According to the Act, a temporary layoff may become permanent if it lasts longer than a month. In such cases, [Organization Name] will provide any termination pay to the employee, as required.

Final Wages and ROE

Upon termination of employment, [Organization Name] will ensure that all final wages owed to the employee are paid, including the following

* Regular wages for hours worked up to and including the last day of employment.
* Any accrued vacation pay.
* Any other outstanding compensation or benefits owed to the employee.

[Organization Name] will provide the employee with a Record of Employment (ROE) within five days of the termination. The ROE is a document that outlines the employee's employment history, including dates of employment, insurable earnings, and any insurable hours. This document is important for the employee to apply for Employment Insurance benefits, if applicable.

Return of Employer Property

Whether the termination is voluntary or involuntary, the employee must return all company property, including things such as keys or computer devices. All intellectual property, whether 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.

References (Remove if not a program)

[Organization Name] may provide references upon request. Please speak to (Insert Title) regarding the specifics of this program.

Exit Interviews (Remove if not a program)

[Organization Name] invites all employees who have retired or resigned from the organization to share their thoughts and reasons behind their decision to leave. The employee has the choice of selecting who will conduct their exit interview from (Insert positions, e.g., direct supervisor/manager, HR Manager, Executive Director, etc.). The information gathered from the exit interview will be used to improve processes at [Organization Name].