

3.27 TERMINATION OF EMPLOYMENT**3.27.1 INTENT:**

This policy provides standard processes to guide termination of employment. These processes ensure that LICA follows procedures as necessary to meet legislative requirements and that termination is handled respectfully.

3.27.2 DIRECTIVES:

When considering termination of Employees, LICA is guided by the Alberta Employment Standards Code.

3.27.3 SCOPE: Employees**3.27.4 IMPLEMENTATION:****3.27.4.1 EMPLOYEE-INITIATED TERMINATION:****3.27.4.1.1 EMPLOYEE RESIGNATION:**

- Employees resigning from their positions are required to provide written notice of termination on employment:
 - One week's notice if the Employee has been employed with LICA for more than three months, but less than two years
 - Two weeks' notice if the Employee has been employed with LICA for two years or more
- The last day of employment must be an actual workday, not taken as vacation.
- Employees resigning from their position are expected to complete their outstanding, assigned work before their last day of employment.
- If an Employee does not provide written notice, LICA may provide a letter accepting a verbal resignation.

3.27.4.1.2 RETIREMENT:

- Employees retiring will be recognized for their years of service with LICA.
- The Executive Director, with the team's support, can arrange a function to celebrate the employee's retirement (such as a dinner or luncheon). Budget approval by the Board.

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3.27.4.1.3 EXIT INTERVIEWS:

- Employees are encouraged to participate in an exit interview upon termination to provide LICA with feedback in regard to the work environment and LICA's overall performance.
- Exit interviews will be conducted with the Executive Director or designate.
- The results of exit interviews will be reviewed by the Board Officers.
- Employees who choose not to participate in an exit interview will not experience any retaliatory actions.

3.27.4.2 LICA INITIATED TERMINATION:**3.27.4.2.1 TERMINATION WITHOUT CAUSE:**

- Termination without cause may occur due to, but not limited to, program closures, changes in program direction, Organization structure changes, amendments to program funding, and organizational fit.
- Upon termination without cause, the Employee will be provided with one of the following:
 - Written notice of termination of employment based on years of service as required in Alberta Employment Standards.
 - Pay in lieu of notice, based on years of service as required in Alberta Employment Standards.
 - A combination of written notice and pay in lieu of notice.

3.27.4.2.2 SITUATIONS WHERE NOTICE IS NOT REQUIRED:

In the following situations, no termination notice is required nor will be provided by LICA:

- Termination within the Employee's Probationary Period
- For Seasonal Employees where their employment ends at the completion of the season. For seasonal employment, Employees wishing to be considered for employment the following season must re-apply the following year.
- If the Employee's work is subject to a contract that is or has become impossible to perform because of unforeseeable or unpreventable causes beyond the control of the Organization, this includes but is not limited to when an Employee is hired for a specific customer work and that customer's work comes to an end and no re-assignment is possible.
- Temporary Employees and their task or term (12 months or less) has ended.
- Casual Employees.
- Any other situations where notice is not required as defined by Alberta Employment Standards.

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3.27.4.2.3 TERMINATION WITH CAUSE:

- Immediate termination for cause may occur if there is clear, just, and reasonable cause for termination of employment as per the Corrective Action Policy.
- Employees will be provided written notice of the decision.

3.27.5 TERMINATION PROCESS:**3.27.5.1 TERMINATION PAY:**

- Upon termination, the Employee will receive their final pay, including vacation pay and other entitlements as per the requirements set out by Alberta Employment Standards.
- Employees will be required to reimburse LICA at the time of termination if any of the following apply, but not limited to:
 - If an Employee has used more vacation time than they have accrued
 - If an Employee has received a payroll advance and has not repaid the debt
 - If an Employee has not returned the LICA equipment provided during the course of employment
- Reimbursement may take the form of:
 - Deduction from Employee's last pay cheque
 - Payment by the Employee to LICA
 - Other as arranged by the Employee and LICA

3.27.5.2 BENEFITS:

- Upon termination, all benefits provided will end on the last day of employment.
- For Health Spending Account, refer to 3.15 Employee Health & Lifestyle Spending Accounts.

3.27.5.3 RETURN OF LICA PROPERTY:

- Employees are required to return all LICA property and equipment that was received during the course of employment upon termination as per the Equipment User Agreement Form.
- All LICA equipment and property must be returned to the Reporting Manager in good condition with associated passwords.

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- The Employee's final pay will not be issued until all LICA property has been returned.
- Employees are responsible for the costs of items not returned upon termination of employment and/or the last day of employment.

3.27.5.4 FIDUCIARY, CONFIDENTIALITY AND OTHER OBLIGATIONS:

- Expectations of fiduciary, confidentiality, non-disclosure, non-solicitation, intellectual property, and other obligations set forth in the Employment Agreement are required to be maintained following termination of employment.
- Employees are required to continue to meet the commitment of maintaining all confidential information concerning LICA, including but not limited to, its personnel, plans, contract details, activities or other commercial or proprietary information, or that of its clients, shareholders, partners, party litigants or competitors which the Employee had knowledge in any way, resulting from their employment, is proprietary to LICA and should not be disclosed by the Employee.
- Upon termination, the Employee must deliver to LICA all confidential information (including all copies of same), whether in their actual possession or under their control and they shall immediately, upon the effective date of their termination, cease to represent themselves as providing any duties or services to LICA.

3.27.5.5 SUPPORTING DOCUMENTS:

- 3.8 Corrective Action
- 3.15 Employee Health & Lifestyle Spending Accounts
- Equipment User Agreement Form