

# Sample temporary layoff notice (COVID-19-related layoff)

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Legal Name of Company and Address:

Company Phone Number:

Employee's Name:

Date the temporary layoff will commence:

In accordance with section 62 of the *Employment Standards Code*, this is a notification of temporary layoff (related to COVID-19).

This layoff is temporary. You will receive a written recall notice if you are recalled.

If this layoff lasts longer than 180 consecutive days, you may be entitled to termination pay.

More information on the rules around temporary layoff can be found on the Employment Standards website: [alberta.ca/temporary-layoffs.aspx](https://alberta.ca/temporary-layoffs.aspx)

## Temporary Layoff Rules

The rules for temporary layoff are listed in sections 62 - 64 of the *Employment Standards Code*. These are provided on the next page as required by law.

## 62 Temporary layoff

62(1) An employer who wishes to maintain an employment relationship without terminating the employment of an employee may temporarily lay off the employee only by giving the employee a written layoff notice.

(2) Repealed 2020 c28 s1(15).

(3) The layoff notice must

- (a) state that it is a temporary layoff notice,
- (b) state the date that the layoff is to commence,
- (c) include a copy of this section and sections 63 and 64, and
- (d) include any other information provided for in the regulations.

## 63 Termination pay after temporary layoff

63(1) The employment of an employee who is laid off for one or more periods exceeding, in total, 90 days within a 120-day period terminates, and termination pay is payable, unless

- (a) during the layoff the employer, by agreement with the employee,
  - (i) pays the employee wages or an amount instead of wages, or
  - (ii) makes payments for the benefit of the laid-off employee in accordance with a pension or employee insurance plan or similar plan,

or

- (b) there is a collective agreement binding the employer and employee containing recall rights for employees following layoff.

(2) When payments cease under subsection (1)

- (a) cease or recall rights under subsection (1)

(b) expire, the employment of the employee terminates and termination pay is payable.

(3) For the purposes of determining the amount of termination pay payable under subsections (1) and (2), the amount is to be calculated as if section 57(1) applies.

(4) Subsections (1) and (2) do not apply if different provisions for termination after temporary layoff are agreed to under a collective agreement.

### 63.1 Termination pay after temporary layoff for reasons related to COVID-19

63.1(1) In this section, “COVID-19” means COVID-19 as described or determined by the World Health Organization.

(2) Notwithstanding section 63, with respect to an employee who is laid off for reasons related to COVID-19, the reference in that section to “one or more periods exceeding, in total, 90 days within a 120-day period” is to be read as “more than 180 consecutive days”.

(3) Subsection (2) applies with respect to

- (a) an employee who, on the coming into force of this section, is on a layoff, and
- (b) an employee who is laid off on or after the coming into force of this section.

(4) This section is repealed on Proclamation.

## 64 Recall

64(1) An employer may request an employee to return to work by providing the employee with a recall notice.

(2) A recall notice must

- (a) be in writing,
- (b) be served on the employee, and
- (c) state that the employee must return to work within 7 days of the date the recall notice is served on the employee.

(3) If an employee fails to return to work within 7 days of being served with the recall notice, the employee is not entitled to termination notice or termination pay if the employer decides to terminate the employee’s employment as a result of the employee’s failure to return to work in accordance with the notice.

(4) Subsection (3) does not apply to an employee bound by a collective agreement containing recall rights for employees following a layoff.

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From a cell phone, call #310 on Telus and Bell or \*310 on Rogers.

Ask a question online at: <https://www.alberta.ca/contact-employment-standards.aspx>

TTY/TDD for the deaf or hard of hearing:

780-427-9999 (Edmonton and surrounding areas) 1-800-232-7215 (Toll-free)