

Name of Organization and Logo

[Date], 2020

***Private & Confidential***

[Name]

[Address]

[City, AB] [Postal Code]

Sent via email: [address]

Dear [First name],

**RE: Notice of Temporary Layoff**

This letter is to confirm our conversation regarding your temporary layoff from [Organization name] effective [date of notice]. Unfortunately, we are in a position where we can no longer offer you hours of work due to the unforeseeable economic and industry impacts caused by COVID-19. Our employees' welfare and well-being are our top priority. We want to do all we can to ensure that employees are informed and have the information they need to apply for Employment Insurance (EI) or other Government Programs.

The temporary layoff period will commence on [insert date] and will follow the requirements of Alberta Employment Standards and the Employment Standards Code (sec. 62-64) detailed below in this letter. It is important to understand that this temporary lay-off is restricted to a maximum period of 120 calendar days. During this temporary layoff period, you should not report to work and will not receive pay from [Organization name] beyond [final day of work].

Depending on the extent of our organization's needs, we may recall you back to work at an earlier date at which time we will comply with all Employment Legislation requirements including the appropriate notice to return to work. If your contact information changes during this time period, please inform [contact name] at [contact information], as we may need to contact you regarding changes to your layoff status.

During your layoff period, we will continue to provide benefits coverage. As per Alberta Employment Standards legislation, extension of your Group Benefits coverage will allow [Organization name] to extend your temporary layoff beyond the 120-day period if required. Please confirm your agreement to continue your benefits coverage in lieu of a firm time limit of the length of temporary layoff at the end of this letter.

**OR**

Please note your Group Benefits coverage will terminate effective [insert date] and will be reinstated upon recall to work.

For your reference we have included the Alberta Employment Code legislation pertaining to 'Temporary Layoffs'. For more information please visit: <https://www.alberta.ca/temporary-layoffs.aspx>. We strongly encourage you to submit your application for EI benefits or other Government Programs through the applicable government application portal.

Your Record of Employment (ROE) will be submitted electronically to Service Canada on your behalf and you will be able to access it online in due course. Should you require a copy, please let us know and we will email it to you.

<https://www.canada.ca/en/employment-social-development/services/my-account.html>

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We commit to staying in touch with you as this situation evolves, and request that you check in with us over the upcoming weeks so that we can ensure that you are apprised of our situation. If you have any questions regarding your paperwork, please contact [name] at [email].

Sincerely,

**[Name]**

**[Title]**

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I agree to the extension of my benefits during the layoff period thereby allowing [Organization name] to extend my layoff period beyond the 120 days without a firm time limit of the length of layoff.

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Signature

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Date

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*\*Notice: Article 63 (1) has been updated by Ministerial Order 18.2020 (point 9) to reflect an extension of temporary layoffs to 120 consecutive days.*

**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) Unless a collective agreement provides otherwise, a layoff notice must be given to the employee
  - (a) at least one week prior to the date that the layoff is to commence, if the employee has been employed by the employer for less than 2 years,
  - (b) at least 2 weeks prior to the date that the layoff is to commence, if the employee has been employed by the employer for 2 years or more, or
  - (c) if unforeseeable circumstances prevent an employer from providing the notice in accordance with clause (a) or (b), as soon as is practicable in the circumstances.
  
- (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.

**Termination pay after temporary layoff**

\*63(1) The employment of an employee who is laid off for one or more periods exceeding, in total, 60 days within a 120-day period is deemed to have been terminated 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.

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(2) When payments under subsection (1)(a) cease or recall rights under subsection (1)(b) expire, the employment of the employee terminates, and termination pay is payable.

RSA 2000 cE-9 s63;2017 c9 s43

### **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.

RSA 2000 cE-9 s64;2017 c9 s43