

## INFORMATION ON TEMPORARY LAYOFFS

### 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

*RSA 2000 cE-9 s62;2017 c9 s43*

### 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, RSA 2000 Section 64 Chapter E-9 EMPLOYMENT STANDARDS CODE 58 or
- b) there is a collective agreement binding the employer and employee containing recall rights for employees following layoff.

(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*

While the Company will make every effort to recall you within 60 days, pursuant to section 63(1)(a)(ii) of the ESC, and in an effort to provide some assistance to you during this time of temporary lay-off, we will continue to pay your Health, Dental and Life Insurance benefits ("**Benefits**") during this time should you be eligible to participate in the Group Benefits Plan. If we are unable to recall you, we will notify you in writing that the Company will cease paying your Benefits and that your employment is deemed to have been terminated and you will be paid out your termination pay (pay-in-lieu of notice). (See section 63(1)(a)(ii) of the *Alberta Employment Standards Code*).