

**Letter of Understanding**

**Between**

**British Columbia Assessment Authority**

**(Hereinafter referred to as the “Employer”)**

**And**

**(the “Parties”)**

**Canadian Union of Public Employees, Local 1767**

**(Hereinafter referred to as the “Union”)**

WHEREAS the Parties are signatories to a Collective Agreement (the “Agreement”) and have a mutual desire to support the goals and direction of the Provincial Medical Health Officer to minimize the impact of the COVID-19 Coronavirus on our workplaces and the community; and

WHEREAS the Province of British Columbia suspended all K-12 classes in the Province effective March 17, 2020; and

WHEREAS the Parties understand that employees may need increased flexibility to respond to obligations surrounding child and elder care during the COVID-19 Coronavirus public health outbreak; and

THEREFORE the Parties have agreed to amend articles 18.04 and 24.02 of the Agreement on a without prejudice and without precedent basis as follows:

18.04 Leave for Less than Full-Time Work Relating to the Response to Novel Coronavirus (COVID-19)

- (a) An employee may apply to work less than full-time for up to three consecutive months. The employee shall make every reasonable effort to provide the request at least 5 working days prior to the anticipated commencement. Consideration of any requests will be subject to operational demands.
- (b) The employee must work a minimum of 35 hours during a two-week averaging period, scheduled at the local level. The scheduling choices are 35 hours, 42 hours, 49 hours, 56 hours or 63 hours during a two-week averaging period and will be eligible for benefits in accordance with Article 18.05, if applicable.
- (c) Two weeks written notice must be given to the Employer should the employee wish to return to full-time work prior to the agreed upon date. The Employer will endeavour to accommodate this request.

- (d) N/A
- (e) N/A
- (f) Approval, extension and/or early termination of the leave will not be unreasonably withheld.
- (g) Temporary employees are eligible for leave for less than full-time work under this clause. The termination date referenced in their employment contract will remain unchanged.

#### 24.02 General Leave - Requests Relating to Response to Novel Coronavirus (COVID-19)

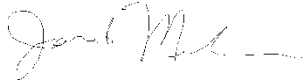
- (a) General leave of absence without pay may be granted by the Employer if requested in writing by an employee stating the reasons for such leave, and this request shall be presented to the Employer not less than 5 working days prior to the commencement date of the leave. The reply by the Employer shall be in writing within five working days.
- (b) General leave may be requested for a minimum of two full consecutive weeks and a maximum of three full consecutive months.
- (c) Temporary employees are eligible for general leave of absence without pay under this clause. For temporary employees, the termination date referenced in their employment contract will remain unchanged.
- (d) In considering requests for general leave, due consideration shall be given to such matters as expected work requirements and conditions at the time of leave, employee seniority and the number of employees away at that time. Approval shall not be unreasonably withheld.
- (e) Where two or more applicants request the same time frame, the most senior applicant shall be accorded the first preference.
- (f) Where an applicant for general leave has an accumulation of earned leave such as vacation and overtime accumulation, the earned leave accumulation shall form the first portion of the time off. An employee granted general leave shall not have to use current year earned vacation accumulation entitlement.
- (g) An employee on general leave may not accept employment with another employer during this period; however, the Employer reserves the right to grant permission for such employment where the employee can show extenuating circumstances. In addition, pursuant to 24.02 (a), an employee using general leave for emergency purposes for other than the reasons it was granted shall be cause

for dismissal. An employee whose request is granted based on a misrepresentation of its purpose may be subject to discipline and dismissal.

- (h) The premium costs of all applicable fringe benefits during general leave shall be borne by the employee, if applicable.
- (i) An employee granted leave under this Article shall retain seniority if applicable, but not accumulate additional seniority during the period of leave.

The Employer and Union agree that these terms are a temporary response to COVID-19 Coronavirus public health concerns, and that either party may seek to renegotiate or cancel this Letter of Understanding with five (5) days' written notice to the other party.

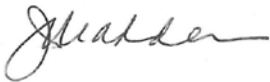
**All of which is agreed, this 2<sup>nd</sup> day of April 2020, by:**



\_\_\_\_\_  
Jared Melvin on behalf of the Union

2 April 2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
John Madden on behalf of the Employer

2 April 2020

\_\_\_\_\_  
Date