

Letter of Understanding

Between

The City of Burnaby (the "Employer") and
The Canadian Union of Public Employees Local 23 (the Union)

Re: COVID-19 Interim Measures

This agreement is made without prejudice and without precedent to the interpretation or application of the City's Collective Agreements.

Introduction:

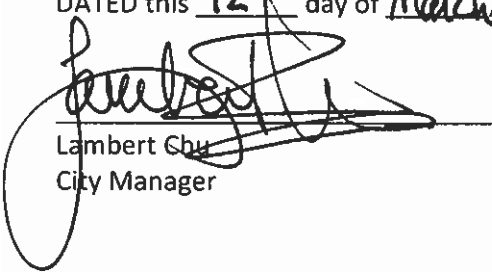
1. The World Health Organization ("WHO") defines Coronaviruses as a large family of viruses which may cause illness in animals or humans. In humans, several coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). Specifically, COVID-19 is the infectious disease caused by the most recently discovered coronavirus. This new virus and disease were unknown before the outbreak began in Wuhan, China, in December 2019.
2. The Employer and the Union recognize the need to contain the spread of COVID-19, and that City Employees who test positive to COVID-19 and have no entitlement to sick pay will suffer financial consequences.


Terms and Conditions:

3. In general, the Employer maintains that if an Employee tests positive for COVID-19, they are considered to be sick and normal procedures for submitting a claim for an absence due to illness apply.
4. If an Employee tests positive for COVID-19 and is not eligible for Short Term Sick Leave or Medium-Term Disability, the following applies:
 - a) The Employee will be paid the equivalent of their regular earnings less deductions, for the first two weeks of each absence from work caused by COVID-19. For regular, temporary part-time, and auxiliary employees, the regular earnings will be based on their anticipated work schedule for the duration of the absence. If not scheduled to work, the Employer will calculate their average weekly shift pattern from the last three months to determine projected future earnings. These earnings will be determined in consultation with the Department Director.
 - b) The Employee will be paid for absence from work caused by COVID-19 beyond two weeks up to a maximum of two months at 90% of regular gross earnings. For regular, temporary full time, part-time, and auxiliary employees, the regular earnings will be based on their anticipated work schedule for the duration of the absence. If not scheduled to work, the Employer will calculate their average weekly shift pattern from the last three months to determine projected future earnings. These earnings will be determined in consultation with the Department Director.

5. If an Employee is directed to self-isolate due to the COVID-19 with a note from their doctor or a health authority, they are not considered to be sick but will instead be placed on paid leave and the following applies:
 - a) Employees who are directed to self-isolate due to the COVID-19 will be paid the equivalent to their regular earnings less deductions for the first two weeks of each absence from work. For regular, part-time, and auxiliary employees, the regular earnings will be based on their anticipated work schedule for the duration of the absence. If not scheduled to work, the Employer will calculate their average weekly shift pattern from the last three months to determine projected future earnings. These earnings will be determined in consultation with the Department Director.
 - b) Employees who are directed to self-isolate due to the COVID-19 beyond two weeks up to a maximum of two months will be on paid leave at 90% of regular gross earnings. For regular, part-time, and auxiliary employees, the regular earnings will be based on their anticipated work schedule for the duration of the absence. If not scheduled to work, the Employer will calculate their average weekly shift pattern from the last three months to determine projected future earnings. These earnings will be determined in consultation with the Department Director.
6. The Employee's entitlement to paragraphs 4 and 5 is subject to medical confirmation in the form of a medical note from a medical practitioner or Health Authority confirming the diagnosis.
7. Employees who will receive the entitlement in paragraphs 4 and 5 above and whose position normally entitles them to receive sick pay percentage in lieu will not receive their sick pay percentage in lieu during their COVID-19 absence.
8. The Employer recognizes that Employees may self-isolate, either voluntarily or via direction from a health practitioner, without having been tested positive for COVID-19. If there is a subsequent positive test for COVID-19, the Employer will make a retroactive adjustment based on the entitlement to benefits set out in paragraphs 3 and 4 above.
9. Where federal or provincial government provide additional wage protection benefits through Employment Insurance or other means, the parties will work to ensure such benefits are utilized by Employees and integrated to provide or partially provide for wage protection set out in paragraphs 4 and 5.
- 10 This LOU will remain in effect for a defined time period to support the containment of COVID-19.
11. Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

DATED this 12th day of March, 2020, in the City of Burnaby.


Lambert Chu
City Manager


Bruce Campbell
President, CUPE Local 23