

Letter of Understanding # 8

between

The British Columbia Automobile Association

and

Canadian Office and Professional Employees Union, Local 378

The Collective Agreement applies in all respects except as specifically amended by this letter. The parties support remote work on the terms and conditions set out in this LOU and in accordance with BCAA's Workplace of the Future Hybrid/Remote Work policy (policy PP088), as amended from time-to-time.

The parties agree:

A. DEFINITION

In this LOU, "remote" has the same meaning as in policy PP088.

B. SCOPE

All bargaining unit employees (RACC and Admin team members) will work remotely. Remote work is voluntary and employees may modify their primary work location to be the BCAA Road Assist Depot by providing three (3) months' notice.

BCAA has the right, at any time and in its sole discretion, to terminate individual remote work arrangements or the entire remote work program. BCAA will make best efforts to give at least three (3) months' notice of said termination.

C. GUIDELINES

BCAA may require bargaining unit employees from time to time, to attend meetings or training at a BCAA location. BCAA may also require a bargaining unit employee to temporarily work at a BCAA location, such as when the bargaining unit employee is experiencing computer or connectivity problems or is training or undergoing performance coaching. BCAA will give employees no less than forty-eight (48) hours advance notice of such scheduled training sessions and/or meetings. All applicable mileage will be addressed as outlined in the collective agreement.

D. LOCATION

The parties will work together to ensure that bargaining unit employees who are not able to work remotely can still perform work. Possible options include remote work from a location other than the employee's residence or at the employee's assigned headquarters.

BCAA has the right to enter a Remote Location with no less than twenty-four (24) hours' notice to assess the safety and security and the physical remote workspace. BCAA will only enter the Remote Location with the team member present.

E. EQUIPMENT AND EXPENSES

Bargaining unit employees who were working remotely on a permanent basis as of May 3, 2022, and had a dedicated BCAA internet line, may choose to: [a] remain on the dedicated internet line; or [b] convert to their

personal internet and receive a one-time remote work allowance of \$500. All other remote employees will receive a one-time remote work allowance of \$500.

BCAA will provide employees with a laptop or desktop computer and required peripherals. BCAA will support necessary computer upgrades, maintenance, and additional computer equipment as required. BCAA will cover the costs of loss or damage to equipment supplied by BCAA provided the reasons for such loss or damage are reasonable.

BCAA will accommodate approved ergonomic requests for employees. Should an employee require additional equipment due to a medical accommodation, the employee should provide a note from their attending physician to the BCAA's P&D department for review and approval.

F. DISRUPTION OF WORK

In the event an employee working remotely experiences technical disruption or power outage while performing work, such disruption will be reported to their immediate manager and the employee may be required to temporarily relocate to their designated headquarters or an alternative approved location, provided the employee can relocate to that location before the end of their scheduled shift. BCAA will work with each employee on an individual case by case basis.

For relocation due to disruption of work beyond the employee's control, BCAA will pay an employee the lesser of :
[a] time spent relocating; and [b] four hours.

G. GENERAL

Bargaining unit employees performing remote work continue to be subject to the collective agreement and all BCAA policies, including without limitation all Privacy and Computer Security Policies and Guidelines.

The Parties agree that any changes or deviations from the LOU will be subject to the relevant grievance and arbitration procedures of the applicable collective agreement.

The parties agree to meet to discuss this LOU in 12 months.

The above terms are without prejudice or precedent to other matters.

Signed for BCAA: 

Date: 17 Oct 2022

Signed for COPE Local 378: 

Date: 17 Oct 2022