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*Established in 1871*

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## **EMPLOYMENT CONTRACT IMPOSSIBLE TO PERFORM: COVID-19 AN UNFORESEEABLE EVENT?**

We continue to receive many questions from employers and employees about terminations and lay-offs, so in this blog post we provide an overview of the key notice provisions in the *BC Employment Standards Act* (“ESA”) that may assist you during these uncertain times. The minimum notice periods identified in the ESA may be in the form of working notice or payment in lieu of notice.

In particular, we take a look at section 65(1)(d) of the ESA which states that an employer is not required to provide notice of termination or pay in lieu of notice to its employees if it can prove that COVID-19 has been an “unforeseen circumstance” that has made continuing the employment contract “impossible”.

Read more...



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