

**LETTER OF UNDERSTANDING**  
**between**  
**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**  
**And**  
**BCIT FACULTY AND STAFF ASSOCIATION**

**RE: Winter Break Period for Non-Instructional Employees**

**I – Introduction**

This Letter of Understanding summarizes an arbitration decision dated June 15, 2001 from Arbitrator Hope and subsequent modifications agreed on November 7, 2001, which related to the arbitration of a grievance filed by the Union challenging the Employer's application of Article 8.7 of the collective agreement to non-instructional employees who were not recognized by the Employer as having access to Article 8.7.

**II – Winter Break Period for Non-Instructional Employees**

- (1) The parties will enter into a process for the application of the provision.
- (2) The process will involve the development of a plan with respect to whether and to what extent Regular and Temporary Non-Instructional Employees will be entitled to be On Duty Off campus under Article 8.7 during the period after marks review before Christmas and before the resumption of classes in the New Year. The Plan will be developed using the collegial process.
- (3) Any such entitlement will not exceed five consecutive work days during that period. That period must include work days available between Christmas Day and New Years Day.
- (4) In those years where there are fewer than five consecutive work days during the period after marks review before Christmas and before the resumption of classes in the New Year, then the work days immediately preceding that period shall be added to that period to make up a total of five (5) consecutive work days.
- (5) The development of this plan must be concluded on or before November 1 in each year.
- (6) Access to On Duty Off Campus under Article 8.7 should reflect the need to allocate the professional duties required to meet Department objectives and coverage of necessary services and operations.
- (7) If a Department cannot achieve consensus with respect to the application of Article 8.7 by the due date of November 1, the issues raised will be referred to the Labour Management Committee who will have the jurisdiction to impose a plan for its application.

**III – General Guidelines for Department Consideration**

- (1) \_\_\_\_\_ campus, is available to perform duties at \_\_\_\_\_, or by telephone/computer where necessary, or be available to be called in to the campus  
Collective Agreement – BCIT & BCIT FSA - 151 - July 1, 2019 to June 30, 2022  
where necessary. Employees who wish to be unavailable, or are not able to be called in to the campus, must take vacation.
- (2) The objective is to provide services to the Institute and all of its customers, including the considerations under Article 14.2.1 and 14.2.2, and to acknowledge that the concept is that it is to apply to Non-Instructional Employees whose attendance at work can be seen as related directly or indirectly to the absence of students and teaching staff on Winter Break.
- (3) Employees must address how the absence will impact the Department, e.g. how the Department will address a balancing of the overall workload requirements with an Article 8.7 absence.
- (4) The Department vacation schedule must be established prior to this process.
- (5) This process is not intended to generate extra costs.

**IV – Full and Final Settlement**

- (1) The Union acknowledges that it is the Institute's position that the provision regarding Term and Spring break periods as outlined in Article 8.7 is currently applied correctly.
- (2) The parties agree that if the Union files any grievance regarding Spring and Term breaks periods:
  - (a) the Institute has the right to withdraw from this Letter of Understanding and any subsequent modifications; and
  - (b) the Union waives any claim to damages or remedies flowing from any breach of Article 8.7 prior to 10 days before the date the grievance is filed.