

ARTICLE 4 – EMPLOYEE CATEGORIES

Statement of Intent

The intent of the Parties is to encourage the use of Regular Employees and to diminish the potential for Employees to remain on temporary status over a prolonged period. Position vacancies created by departing Regular Employees will be filled with Regular Employees whenever possible.

4.1 Regular Employees

4.1.1 A Regular Employee means an Employee employed full-time or part-time on a continuous basis without term.

4.1.2 All Bargaining Unit work, except as otherwise specifically provided in this Agreement shall be performed by Regular Employees.

4.2 Temporary Employees

4.2.1 Temporary Employee means an Employee employed to fill a temporary vacancy for a stated specific term, whether part-time or full-time. A temporary vacancy means a position/vacancy shown not to be of an on-going nature.

4.2.2 A Temporary Employee shall be used only:

4.2.2.1 to fill a vacancy created by a Regular Employee who is away from that Regular Employee's position or from the Institute, for a stated period of time;

4.2.2.2 to fill a temporary vacancy up to one year where instructional staff are unable to configure to meet training delivery requirements or to accommodate unanticipated circumstances which result in the temporary need for increased staff;

4.2.2.3 to fill a temporary vacancy caused by a temporary increase in workload or a temporary shortage of expertise in the specific area for up to one year; **or**

4.2.2.4 to fill a temporary vacancy that is grant-funded with a duration of no longer than three (3) years. In this regard, a "grant-funded appointment" is an appointment for a specific term, for the sole purpose of performing work on a time-limited research, curriculum development, or academic program development project that is funded by a grant from an external agency or entity.

4.2.3 A temporary appointment may be extended or repeated at any time by prior mutual agreement.

4.3 Auxiliary Employees

The following Employees shall be considered as Auxiliary Employees for the purposes of this agreement:

4.3.1 In Part-Time Studies as Instructors or Laboratory Assistants;

4.3.2 Markers;

4.3.3 Student Employees;

4.3.4 Guest Lecturers.

4.4 Student Employees

- 4.4.1 Student Employees means students hired to work as supplementary work force to assist Faculty, Assistant Instructors, or Technical Staff, and they shall be included in the Bargaining Unit. Authorization from the Union is required before any Employee can be hired under this category and is required for each person so hired.
- 4.4.2 As a condition of employment, Student Employees shall pay Union dues subject to the provisions of Article 2.1.5, Union Dues.
- 4.4.3 Student Employees shall have the same working conditions as Technical Staff with respect to hours of work and overtime and access to the grievance procedure.
- 4.4.4 Student Employees shall be informed in writing of the duration of their term of employment when hired.
- 4.4.5 Student Employees shall not be used to perform functions:
 - 4.4.5.1 which could have been performed by Employees who have been laid off; or
 - 4.4.5.2 which were formerly performed by an Employee currently on leave; or
 - 4.4.5.3 which under the Agreement should be performed by another Employee category;
or
 - 4.4.5.4 which are inconsistent with the Student Employee level of compensation; or
 - 4.4.5.5 which involves handling work of a confidential nature or related to BCIT labour relations.

4.5 Guest Lecturers

- 4.5.1 No single Guest Lecturer shall undertake more than 10% of the teaching time in any one (1) course.
- 4.5.2 Guest Lecturers can be used only by invitation to augment course content under the supervision of the regular instructor.
- 4.5.3 Guest Lecturers shall be paid no more than the rates negotiated between the Union and the Employer for hourly paid part-time Employees in the Part-Time Studies, unless by mutual agreement between Union and Employer.
- 4.5.4 The Employer agrees that the pay rate of a Guest Lecturer, as indicated in Article 4.5.3, shall be reduced by an amount equivalent to the Union dues which the Guest Lecturer would pay if the Guest Lecturer were in the Bargaining Unit. The Employer agrees to transmit monthly to the Union an amount of money equivalent to the amount of reduction. The transmittal of this equivalent sum shall be accompanied by a list of the Guest Lecturers in the time period covered.
- 4.5.5 If a Guest Lecturer received no honorarium, fee or other pay, the Employer agrees to include in the transmittal referred to in Article 4.5.4 an amount of money equivalent to the amount that would have been transmitted had the Guest Lecturer received payment.

4.6 Regularizing Temporary Employees

- 4.6.1 After two (2) years of employment as a Temporary Employee, an Employee will become a Regular Employee:
- 4.6.1.1 Provided there has been no more than a five (5) month break in continuous employment at any one time in the two (2) year period immediately preceding; and
- 4.6.1.2 Unless the Temporary Employee is hired to fill a vacancy created by a Regular Employee who is away from that Regular Employee's position or from the Institute, for a stated period of time, in which case the Temporary Employee may be retained as a Temporary for that third (3rd) year but shall be made a Regular Employee at the commencement of that Temporary Employee's fourth (4th) year of employment;
- 4.6.1.3 Unless the Temporary Employee is hired to fill a grant-funded appointment for a period of up to three (3) years, in which case the Temporary Employee may be retained as a Temporary for the third (3rd) year but shall be made a Regular Employee at the commencement of that Temporary Employee's fourth (4th) year of employment; and**
- 4.6.1.4 Provided the position or a similar one is to be filled, or the same primary functions or similar functions are to be carried out.
- 4.6.2 Where a Temporary Employee becomes eligible for conversion to a regular status and where the subsequent term of employment is three (3) months or less
- 4.6.2.1 the Employee shall be made regular, however that Employee shall be considered to have received individual layoff notice.
- 4.6.2.2 In this event the individual shall be paid severance pay in accordance with the entitlements in Article 18 and be eligible for rehire as a Regular Employee but shall not fall under the layoff avoidance options and rights provisions.
- 4.6.3 Where it is shown that an Employee has been appointed to an inappropriate category relative to the terms of this Article and to the duties performed, that appointment shall be changed to regular, with an option of retroactivity to the start day of the current appointment. In these cases the Employee will be given the option of regular status either on the start date of the disputed appointment or the effective date of the resolution of the matter.
- 4.6.4 The prospect of an applicant becoming classified as a Regular Employee shall in no way militate against that applicant being selected and appointed.
- 4.6.5 When two or more suitably qualified candidates are deemed equal by the Selection Committee, then the candidate with the greatest length of service time with the Bargaining Unit shall be awarded the position.
- 4.6.6 The time periods in Articles 4.6.1, 4.6.1.1 and 4.6.1.2 will be held in abeyance for the duration of an employee's leave under Part 6 of the Employment Standards Act.

4.7 General

Other appointments not covered by the categories named in this Article 4 shall be made after prior mutual agreement only. Such an agreement shall not be unreasonably withheld.