

ARTICLE 5 – SELECTION/EMPLOYMENT/APPOINTMENT
PROCEDURES FOR THE BARGAINING UNIT

5.1 Time Limits

The time limits specified in Article 5 may be altered in any specific case by mutual agreement.

5.2 Selection Procedures in Bargaining Unit

5.2.1 Competition

5.2.1.1 Subject to Articles 5.2.1.7, 18.2, 18.4, and 18.6, all vacancies and all additions to staff within the Bargaining Unit as a whole shall be open to competition except by mutual agreement of the Parties in (a) emergency or (b) compassionate situations or (c) other special circumstances.

5.2.1.2 If a position is not to be filled or is not to be continued, the reason(s) shall be forwarded in writing to the Union within one (1) calendar month of the vacancy occurring.

5.2.1.3 Notice of positions to be filled non-competitively shall be posted internally by the Employer and clearly labelled non-competitive.

5.2.1.4 Regular Employees may be employed to fill temporary vacancies for which they apply if they are selected by the appropriate Selection Committee.

5.2.1.5 If so appointed, a replacement Employee shall not lose Regular status, and shall be entitled to return to the former position held by that Employee.

5.2.1.6 The Manager shall notify the Union by electronic mail, at the time the Department is notified, that a Selection Committee will need to meet with respect to a vacancy.

5.2.1.7 Subject to Articles 18.2, 18.4, and 18.6, a Selection Committee may recommend that a temporary appointment be filled with a preferred candidate without the agreement of the Union and without competition notwithstanding Article 5.2.3.3.1.

5.2.2 Vacancies, Advertisements, Appointments

In order to encourage the expeditious processing of all selection activities while affording the Union the opportunity to review the categories/classifications of Employees, the Institute will provide to the Union office:

5.2.2.1 a copy of all personnel requisitions ("green sheets") for vacant and for new positions concerning the Bargaining Unit;

5.2.2.2 copies of all job postings at the Institute at the time that such posting occurs;

5.2.2.3 copies of advertisements and information on the placing of advertisements for all vacancies within the Bargaining Unit, at the same time that such advertisements are placed;

5.2.2.4 a copy of the appropriate Selection Committee Report;

5.2.2.5 a copy of the appointment letter, sent at the same time it is sent to the Employee, or relevant information including the name, Department and placement of each new Employee within one (1) calendar month of the initial date of employment, whichever is the earlier.

5.2.3 Selection Committee

5.2.3.1 Time Limit

A Selection Committee shall be struck within 10 working days of notice or information that a vacancy will occur.

5.2.3.2 Composition

5.2.3.2.1 The Selection Committee shall be formed as follows: 50% representation by and from the Employees within a Program/Program Grouping, by a method to be determined by the grouping unit, and 50% representation from Management; in addition, the Union may sit as an observer on the Selection Committee as full participant except with no vote. (The 50% representation means 50% of voting weight.)

5.2.3.2.2 The Selection Committee shall be weighted according to the position to be filled (e.g. Faculty, Assistant Instructors or Technical Staff) except that:

5.2.3.2.2.1 in case of a deadlock, the Committee may appoint an additional member by mutual agreement; and

5.2.3.2.2.2 the Selection Committee may add non-voting members where there is unanimous agreement by the Committee on the need for additional expertise or where such additional members are required by law.

5.2.3.3 Responsibilities

5.2.3.3.1 If either party has a preferred candidate the Selection Committee shall be so notified. If the Selection Committee, after considering the preferred candidate's qualifications and experience and the needs of the Department, wishes to recommend that person for appointment without calling for other applications, it shall so advise the Parties, and the position may, by mutual agreement of the Parties, be filled without advertising or competition, subject to Article 5.2.1.3.

5.2.3.3.2 Otherwise, the Selection Committee shall:

5.2.3.3.2.1 Formulate the agreed advertisement, authorize the advertisement and decide within a budget supplied by the Employer where it shall be placed. In emergency situations the Manager and a Union representative may carry out the duties of the Selection Committee in regard to the advertisement.

5.2.3.3.2.1.1 Subject to Articles 5.2.1.2 and 5.2.1.3, the advertisement shall be placed within 10 working days of the formation of the Selection Committee, except where notice of the vacancy is received more than three (3) months before the date of the vacancy.

In the latter case advertising shall be done within a period of time specified by the Selection Committee, but commencing not later than two (2) months before the date of the vacancy.

- 5.2.3.3.2.1.2 If continuation of the position requires authorization by the Employer, the advertising shall be carried out within 10 working days after the authorization has been obtained. This authorization shall not be unduly withheld, and in any case shall be subject to the provisions of Article 8, Workload.
- 5.2.3.3.3 Prepare a report which shall include a written statement of criteria used in preparing the shortlist. Criteria shall be based on: Faculty, Assistant Instructors, or Technical Staff responsibilities as outlined in Article 1, relevant Appendices and Memoranda of Agreement, specific job duties, and a job description if one exists for the position.
- 5.2.3.3.4 Forward its recommendations in a prioritized short list through the Manager or equivalent to the Employer.
- 5.2.3.3.5 Recommend placement of the prospective Employee on the salary scale according to the placement criteria specified in Article 11.
- 5.2.3.4 The prospect of an applicant becoming classified as a Regular Employee shall in no way militate against that applicant being selected and appointed.
- 5.2.3.5 If all candidates on the short list become unavailable, or if in the opinion of the Employer none of the short-listed candidates is acceptable, the matter shall be referred back to the Selection Committee for review. The Committee shall then:
- 5.2.3.5.1 reconfirm their original shortlist, or
- 5.2.3.5.2 recommend other candidates, or
- 5.2.3.5.3 recommend starting the selection process again.
- 5.2.3.6 An unsuccessful internal applicant shall, upon written request filed within six (6) weeks of the date of the successful applicant's letter of appointment, be advised in writing of the reasons they were unsuccessful. An internal applicant is an individual who was:
- 5.2.3.6.1 an Employee at the time they submitted their application for the position, or,
- 5.2.3.6.2 an individual who was an Employee for a minimum of three (3) calendar months and whose last day of employment occurred within the five month period immediately prior to the posted starting date of the position for which the application was filed.
- 5.2.3.6.3 An individual eligible as an internal applicant under Article 5.2.3.6.2 above may not file a grievance pursuant to this clause.

5.2.4 Departmental/Program Administrative Positions (Program Head, Coordinators and Other Supervisory Personnel Within the Bargaining Unit.)

5.2.4.1 Recommendations for appointment to the position of Program Head, Coordinator, other supervisory personnel, or any other position carrying special remuneration or title within the Bargaining Unit shall be made by the Department through the Manager or equivalent to the Employer.

5.2.4.2 The Department may, if it wishes, make recommendations for terms of reference, including the term of appointment and provisions for recall, for positions referred to in Article 5.2.4.1 to the Employer, but in any case the new appointment shall be for a period not exceeding three (3) years and shall be renewable. A Program Head does not normally represent more than one Technology Program, except in the formative period of the Program or in special circumstances as mutually agreed.

5.2.4.3 The foregoing provisions notwithstanding, the Union Employees in the Program, with the participation of the Associate Dean or equivalent having one vote, shall determine in accordance with the Collective Agreement Release Time for the Program Head and other supervisory personnel within the Bargaining Unit.

5.2.4.4 Establishing, or altering, or continuance of job descriptions and functions of Chief Instructors, Senior Instructors, or Coordinators shall be subject to mutual agreement.

5.2.5 Part-Time Studies

5.2.5.1 The selection of Employees to instruct in Part-Time Studies shall be subject to the final approval of the Employer.

5.2.5.2 In carrying out this responsibility, the following procedures shall be followed:

5.2.5.2.1 Where the course or courses to be taught fall within the area of expertise of a teaching Department of the Institute, that Department will be expected to select and recommend a candidate or candidates.

5.2.5.2.2 The opportunity to instruct in courses described in Article 5.2.5.2.1 will first be offered to the Employees of that teaching Department for new or replacement positions.

5.2.5.2.3 Where the teaching Department concerned cannot recommend a suitable instructor for the course, the Part-Time Studies Department shall post the position internally, and apply the procedure in Articles 5.2.5.1 and 5.2.5.2.

5.2.5.2.4 Where the courses do not fall within the area of expertise of a teaching Department of the Institute the selection of candidates will be made by the Employer.

5.2.5.2.5 The opportunity to instruct in courses described in Article 5.2.5.2.4 must first be offered to the Regular Employees of the Institute for new or replacement positions.

5.2.5.2.6 In an emergency situation, the Employer may select for duty an

Employee required for instruction or may release from duty an unsuitable Employee. Where the Employer exercises authority under this clause, the Employer shall immediately notify the Union in writing of the name of the Employee, the course concerned, and the circumstances requiring action, and the action shall be grievable.

5.2.5.2.7 Selection and retention of an Employee for instruction in Part-Time Studies shall be based on the candidate's qualifications, experience, and suitability for the specific Part-Time Studies instructional situation. When a person has been properly selected and appointed to instruct in classes in Part-Time Studies, and when that person has satisfactorily met the requirements of a Part-Time Studies performance appraisal under Article 13, then that person shall normally be rehired, except for stated reasons. Where the recommendation of the Department concerned is not approved by the Employer, the reasons shall be conveyed in writing to the Department.

5.2.5.2.8 Articles 5.2.5.1 and 5.2.5.2 shall not be interpreted as preventing a Part-Time Studies Employee from grieving under Article 3. Notwithstanding the foregoing, where a course has been authored by an individual who was not paid by the Employer for the course development work, and that course is being offered through Part-Time Studies, the course author shall be given the right of instructing the first offering. In the event the Employer has an interest in owning the course materials, it shall negotiate a mutually agreeable price with the course author. The hiring of an instructor for a subsequent offering shall be through the normal process.

5.2.5.3 Article 20 notwithstanding, the provisions of Article 5.2.3 shall apply to the Part-Time Studies Departments for selection of Employees for positions other than to instruct.

5.2.6 Departmental Part-Time Studies Staffing Process

Prior to the start of each Part-Time Studies term, the following staffing process will be used:

5.2.6.1 Four months prior to the start of the next Part-Time Studies term the Department's Part-Time Studies Coordinator will prepare the initial staffing roster for the term.

5.2.6.2 In the course of preparing the initial staffing roster, the Department's Part-Time Studies Coordinator will seek input from eligible individuals.

5.2.6.3 The Department's Part-Time Studies Coordinator will distribute the roster to eligible individuals.

5.2.6.4 The recipients of the roster shall, in writing, either confirm the acceptance of their assignment or identify concerns regarding assignments, within 15 working days of the date of issue.

5.2.6.5 In the event a dispute arises, a committee consisting of the Associate Dean, the Department's Part-Time Studies Coordinator and all Part-Time Studies instructors will meet within 10 working days to resolve the dispute.

5.2.6.6 In the event that the committee is unable to resolve the dispute, the departmental appeals process at Article 14.5 will be invoked within 10 working days.

5.2.6.7 Within 10 working days of the conclusion of the appeal process the Department's Part-Time Studies Coordinator will distribute the final roster and letters of appointment, which are subject to satisfactory student enrolment.

5.2.6.8 In the event a Part-Time Studies vacancy arises after the letters of appointment have been issued, the Department's Part-Time Studies Coordinator shall have the discretion to fill the vacancy in accordance with Article 5.2.5.2.

5.3 Re-Employment

5.3.1 A Regular Employee who leaves BCIT employment other than by Layoff (Staff Reduction) and who is re-employed as a Regular Employee within three (3) months shall be classified as continuously employed at that Employee's previous step and shall be granted retroactively a leave of absence without pay covering those days absent and shall regain all previous rights and benefits including superannuation provided the Employee has not withdrawn superannuation contributions and meets the requirements of the superannuation plan.

5.3.2 A former Employee rehired within two (2) years to a similar position in the same Department shall be placed no lower than the step occupied by that Employee at the time of leaving BCIT employment.

5.3.3 Fall/Winter Re-Employment

5.3.3.1 If prior to November 1 the Employer concludes that a temporary vacancy exists in the same Department for the entire Fall and Winter Terms, and if the Selection Committee selects a Fall Term temporary Employee to continue in the Winter Term, then:

5.3.3.1.1 the Employee will be paid as though the employment was continuous, and

5.3.3.1.2 any interruption in health and welfare benefits shall be adjusted so that there is no gap in benefit coverage and no additional waiting periods or expenses are imposed.

5.3.3.2 Where the Employee's Full-Time Equivalency (FTE) status or classification changes in the Winter term, the period between the two terms shall, for all purposes including salary determination, be considered to be the FTE status and classification of the Winter term.

5.4 Return to Bargaining Unit from Management

5.4.1 An Employee in the Bargaining Unit who accepts an excluded Management position on a short-term basis, up to two (2) years, shall be given leave of absence from that Employee's regular position. On termination of the short-term appointment, the Employee shall automatically return to the former position.

5.4.2 A member of the Bargaining Unit who has been, or is, appointed to an excluded Management position and subsequently leaves that post, shall be given special consideration in a competition for a teaching vacancy. This is not to be interpreted as giving absolute priority.