

Appendix "A"

Memorandum of Agreement

Between

British Columbia Institute of Technology

And

BCIT Faculty and Staff Association

And

BC Government and Service Employees' Union – BCGEU Faculty

And

BC Government and Service Employees' Union – BCGEU Support Staff

Re: Selection Committees For Excluded Managers

The Parties agree as follows:

1. Selection Committees for excluded BCIT managers shall include representatives from the bargaining units that represent employees at BCIT.
2. When a vacancy is created or arises for a BCIT management position, the Employer shall provide the bargaining units with notice of the vacancy. The notice shall include the number of members in each bargaining unit who report through to the position being filled.
3. After issuance of such notice, a Selection Committee shall be formed as follows:
 - a. Each bargaining unit shall have the right to appoint, within 10 days of notice as in paragraph 2, one (1) member from its bargaining unit to the Selection Committee;
 - b. If a bargaining unit decides, at their discretion, not to appoint a committee member to the Selection Committee, they can choose to give their seat to another bargaining unit, by giving notice to BCIT Human Resources;
 - c. Failure by a bargaining unit to appoint a member to the Selection Committee, or to provide notice as in 3(b), will result in the search process proceeding without an appointed member from that bargaining unit;

- d. The bargaining units shall make every reasonable effort to appoint employees from the program and/or service areas that report through to the position being filled;
 - e. The Employer shall have the right to appoint a number of representatives to the Selection Committee that is equal to the total number of bargaining unit representatives;
 - f. The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise; and
 - g. The Selection Committee shall be chaired by one of the Employer representatives on the Committee. In the event of a tie vote, the Chair will cast an additional vote to break the tie.
4. The Employer shall prepare the job description and the posting, provide them to the members of the Selection Committee, and post the vacancy.
 5. The Selection Committee shall do the following, exercising their best judgement:
 - a. provide feedback on what attributes or characteristics are valuable in selecting a suitable applicant for the position;
 - b. review shortlisted applications based on the job description, the posting, and the attributes or characteristics that may be relevant to the position;
 - c. interview and assess the shortlisted candidates; and
 - d. within five (5) days of the final interview, select the most suitable applicant for the position, in the opinion of the majority of the Selection Committee.
 6. Where any of the Parties has a preferred candidate, the Selection Committee shall be so notified. If the majority of the Selection Committee agrees to select the preferred candidate, the Selection Committee may provide the hiring administrator with a selection, without having to go through the posting process.
 7. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Selection Committee shall do one of the following: select one of the other shortlisted candidates; recommend that the vacancy be reposted; or recommend that a new Selection Committee be struck.
 8. The process described in this Memorandum of Agreement shall not apply to the following:
 - a. the selection of the BCIT President;

- b. . vacancies for excluded positions below the level of Director that do not have managerial authority over bargaining unit employees;
 - c. acting or temporary management vacancies that have a term of 12 months or less, or in the case of backfill 18 months or less. The parties may agree to a longer appointment by mutual agreement; and
 - d. positions in the Employer's Human Resources department.
9. The Employer shall notify the bargaining units in writing within 10 days of a new position being created or when there is the intention to fill a vacancy as described in paragraph 8.b). Notice shall include the job description and posting for the position.

Agreed by the Parties effective June 1, 2020.

For BCIT:

Ana Lopez

For the FSA:

[Signature]

For BCIT:

[Signature]

For the FSA:

Tony Gordon

For the BCGEU Faculty:

[Signature]

For the BCGEU Support Staff:

[Signature]

For the BCGEU Faculty:

[Signature]

For the BCGEU Support Staff:

Lindsay Buss