

Memorandum of Agreement  
Between

The British Columbia Institute of Technology  
(The Employer)  
and

The BCIT Faculty and Staff Association  
(The FSA)  
and

The B C Government Employees Union - Instructional Bargaining Unit  
(The Instructors)  
and

The B C Government Employees Union - Support Staff Bargaining Unit  
(The Support Staff)

**RE: Selection Committees for Academic and Non-Academic Managers**

The Parties agree that it is in the interests of each Party that Selection Committees for all BCIT managers, including both Academic and Non-Academic Managers include representatives from each of the Parties to this Agreement.

It is agreed between the Parties that the purpose of a Selection Committee is to bring the best judgement to bear upon the process of recruiting candidates, reviewing, short-listing and assessing short-listed applicants, and deciding who is the best-suited applicant for the position.

It is agreed between the Parties that the following procedures will govern the selection of all BCIT Managers.

1. When a vacancy is created or arises for a BCIT Manager, the appropriate representative of the Employer will notify the Parties of the vacancy within ten (10) working days of becoming aware of:
  - the vacancy arising,
  - that a vacancy will arise through retirement, resignation, leave or other reason, or
  - that a new position has been created.
  
2. A Selection Committee shall be formed and meet within ten (10) working days of the notice being sent. The notice shall include the number of bargaining unit members from each of the unions who report through to the position being filled.

3. The Selection Committee shall be constituted as follows:
  - 3.1 The Employer shall appoint two representatives from among the exempt management employees.
  - 3.2 Up to six representatives appointed by the unions, in their discretion, with the number of positions for each union assigned proportionately on the basis of each union's bargaining unit membership as a percentage of the total number of unionized employees reporting through to the position being filled. However, each Union shall have the right to a minimum of one representative on the Selection Committee. The three unions shall mutually agree to the correct distribution of representation within three (3) working days. Where either unit of the BCGEU, or the FSA decides, in their discretion, not to participate in the Selection Committee, that seat shall be given to the other Union. The Unions will make every reasonable effort to appoint individuals from the programme and/or service areas that report through to the position being filled.
  - 3.3 The Selection Committee may seek the assistance of additional non-voting members where there is a need for additional expertise.
  - 3.4 The Selection Committee shall be chaired by one of the Employer representatives on the Committee.
4. The Selection Committee shall:
  - 4.1 formulate and authorize the advertisement and decide within a budget supplied by the Employer where it shall be placed.
    - 4.1.1 If a position needs to be filled on an expedited basis due to sudden resignation or other special circumstances, the employer shall circulate a proposed advertisement to the Unions for their approval.
    - 4.1.2 The Unions shall respond to the Employer with suggested changes or approval within 3 working days. If a response is not received by the Employer within this time, the Unions will be deemed to have approved the proposed advertisement.
  - 4.2 prepare criteria for screening, and screen applicants;
  - 4.3 have the right to review the job description and, if necessary, to recommend changes to the Employer;

- 4.4 select the most suitable applicant for the position.
5. If the selected candidate becomes unavailable, the matter shall be referred back to the Selection Committee for review. The Committee will then select another candidate, commence a new selection process, or recommend that a new Committee be struck.
  6. Where any of the Parties has a preferred candidate, the Selection Committee shall be so notified. If the Selection Committee wishes to select the preferred candidate, the position may be filled without advertising or competition.
  7. Acting appointments of BCIT Managers may be made by mutual agreement for up to one year. It is understood that recommendations for acting appointments of BCIT Managers for more than two (2) months, or longer if mutually agreed, will be made through the Selection Committee process.
  8. In the event that the Employer strikes a Selection Committee for Manager positions in the Employer's Labour Relations and Human Resources departments it will be exempt from the above process, except that each Union may appoint one non-voting member to the Committee.
  9. The process outlined in (1) – (7) above will not apply in the case of non-managerial exempt support staff Selection Committees.
  10. This memorandum of agreement will take effect on August 1, 2000.

\_\_\_\_\_  
 (date) Tomi Eeckhout, for the Employer

\_\_\_\_\_  
 (date) Bruce Curtis, for the BCIT Faculty & Staff Association

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 (date) Richard MacIntosh, for the BCGEU Instructional Bargaining Unit

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 (date) Rick Schaeffer, for the BCGEU Support Staff Bargaining Unit

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 (date) Ken Holmes, BCGEU Staff Representative