



<b>Subject</b>	<b>SECONDMENT OF BARGAINING UNIT EMPLOYEES AND ATTACHED POSITIONS</b> (formerly titled "5.09 Secondment")		
<b>Procedure Section</b>	<b>7 Workload and Work Schedule</b>		
<b>No.</b>	7.02		
<b>Exempt Employment Policy References</b>			
<b>Collective Agreement References</b>	Faculty	Article 17.2 (Seconded Employees) LOU #7 (Implementation of New Provisions for Seconded and Attached Provisions)	
	Vocational Support	Article 11 (I) (Secondment) Article 23.3 (Secondment)	
<b>Forms &amp; Other Reference Material</b>			
<b>Status of Approval</b>	Approved	22-Apr-2013	Chris Rawson

**PREAMBLE:**

The term "secondment" appears in the respective collective agreements between the College and the Okanagan College Faculty Association ("OCFA"), the BCGEU Vocational Instructors and the BCGEU Support Staff.

The term is described differently in each collective agreement.

For the OCFA the term secondment is a leave from a continuing position covered by the Collective Agreement to a senior educational administrative position or any other administrative position within OC not covered by that Agreement. Senior educational administrative positions are the positions of President, Vice Presidents, Academic Deans, Associate Deans, Regional Deans, and the Director of Library Services.

For the BCGEU Vocational Instructors the term secondment is a full-time leave from a position covered by the collective agreement to a position within OC not covered by that agreement.

For the BCGEU Support Staff the term secondment is a leave from a regular position in the bargaining unit to a position outside of the bargaining unit.

Secondment normally entails a bargaining unit employee being appointed to an exempt position. It may however, subject to the provisions of the relevant collective agreement, include a bargaining unit employee being appointed to position within a different bargaining unit.

The term "attached position" appears in the collective agreement with the OCFA. This term applies to positions (budgeted or non-budgeted) which are preserved within academic departments for eligible senior educational administrators.

This procedure applies to secondments and attached positions based on the applicable collective agreements.

## **PROCEDURE:**

### **Secondment**

1. A secondment is initiated by a Dean/Director or other senior manager. This occurs in one of two ways - by either direct appointment or through normal selection procedures, as follows:
  - a. With direct appointment, the Dean/Director or senior manager identifies a qualified person from within a particular bargaining unit whom they wish to use to fill a position outside of the bargaining unit.
  - b. With normal selection procedures a qualified person from within a particular bargaining unit is the successful applicant in a competition to fill a position outside of the bargaining unit.
2. In either case, a request for secondment by the Dean/Director or senior manager may be made to the Human Resources Department.
3. Upon a request for secondment, the details of the arrangement, the period of secondment, and the details of the appropriate Collective Agreement will be discussed.
4. Secondment is only applicable if the employee requires a leave of absence without pay, to assume a position outside of the bargaining unit. For example, if an employee is intending to assume a part-time position outside of his/her regular working hours, no secondment is required.
5. Employees who are seconded are required to submit a Leave Request for a leave of absence from their bargaining unit position for the period of the secondment.
6. Employees who are seconded from instructional positions, may be assigned teaching duties, subject to the provisions of the relevant Collective Agreement.
7. Employees who are seconded waive access to the benefits, terms and conditions of their respective Collective Agreement, subject to any specific provisions of that Collective Agreement, during the term of their secondment.
8. Employees who are seconded are covered by the benefits, terms and conditions of employment of the employee group into which they are appointed.
9. Employees who are seconded have the right to return to their prior bargaining unit position, subject to the provisions of the relevant Collective Agreement.
10. Employees who are hired to replace seconded employees are doing replacement work.

### **Attached Positions**

11. An employee who has been seconded from a faculty position and who continues to work in a senior educational administrator position after three years will be assigned an attached position, subject to the provisions of the Collective Agreement with the OCFA. The employee shall no longer be considered a seconded employee. The former bargaining unit position of that employee is considered at this point vacant and eligible for posting, subject to the operational needs of the department.
12. A senior educational administrator who was not seconded is eligible to apply to the Vice President, Education for an attached faculty position, subject to the provisions of the Collective Agreement with the OCFA. These employees will be advised of their eligibility to do so in their initial letter of appointment to the College as a senior educational administrator.

13. The Vice President, Education may authorize a department selection committee to consider the application for an attached position.
14. No attached position will be offered by the Vice President, Education without a positive recommendation by a majority of the selection committee.
15. Senior educational administrators who hold attached positions may be assigned teaching duties, subject to the provisions of the Collective Agreement with the OCFA.
16. Senior educational administrators who hold attached positions who wish to enter or re-enter the bargaining unit and assume a continuing faculty position are required to advise OC (their supervisor with a copy to the Human Resources Department), the OCFA and the Department Chair, of the appropriate academic department, in writing, no later than January 1<sup>st</sup> before the return to the faculty bargaining unit.
17. The effective date of return shall be August 1<sup>st</sup>, unless a mutually agreeable alternative date is determined by the employee, the department and designated supervisor of that department.
18. A senior educational administrator who enters or re-enters the faculty bargaining unit shall not retain any administrative stipends, salary or other exempt benefits and will become covered by the terms and conditions of the Collective Agreement with the OCFA. The employee will receive the salary he or she should have received had he or she been in the bargaining unit throughout. Seniority will be subject to the provisions of the Collective Agreement with the OCFA.