

## ARTICLE 11 – PLACEMENT, ADVANCEMENT

## 11.1 Placement Committee

- 11.1.1 There shall be a single, Institute-wide Placement Committee composed of 11 members, five (5) members appointed by the Employer, five (5) members appointed by the Union, with a Dean or equivalent as Chair. The Placement Committee shall have the right to appoint a non-voting resource person on a case-by-case basis.
- 11.1.2 The Placement Committee shall be responsible for recommending to the Parties:
- 11.1.2.1 Alterations to the criteria for initial placement (Article 11.2).
  - 11.1.2.2 Action on Employee advancement as specified in the Agreement.
  - 11.1.2.3 Action on applications and appeals with regard to placement or advancement on salary scales (Articles 11.2, 11.3, 11.4, 11.5, 11.6, and 11.7).
  - 11.1.2.4 Action on Assistant Instructor and Technical Staff promotion to Faculty (Articles 11.5.6 and 11.7.12).
- 11.1.3 The Placement Committee shall make its decision by majority vote with the Chair voting only in the event of a tied vote.
- 11.1.4 The Placement Committee shall give the decision, including reason, in writing to the applicant or appellant.
- 11.1.5 The Placement Committee shall be responsible for functions provided in the Collective Agreement and relevant Memoranda of Agreement and shall keep a detailed and complete record of all proceedings. Copies of such records shall be sent to the Employee and the Union.
- 11.1.5.1 These records shall be kept in the form of minutes with the addition of any other information required to make up a complete and detailed record of the proceedings of the Committee.
  - 11.1.5.2 Operating procedures not specified in the Collective Agreement shall be the responsibility of each Committee.
  - 11.1.5.3 Such procedure shall not constitute nor result in additional requirements for placement or advancement beyond those specified in the Agreement.
- 11.1.6 Questions of interpretation and application of the Collective Agreement shall be referred to the Labour/Management Committee.
- 11.1.7 Appeals resulting from action taken by the Placement Committee shall be reviewed by the Placement Committee. If the appeal is pursued it shall then be referred to the Labour/Management Committee. The applicant shall have the right during these appeal processes to appoint a non-voting resource person from among the Employee's BCIT colleagues. Any action taken by the Labour/Management Committee shall not prejudice the Employee's right to grieve.

11.1.8 When considering advancement of an Employee who is at a step on the salary scale where further progress is not automatic, then the Employee's advancement shall be considered solely on the basis of the Employee's qualifications.

11.1.9 Approval of Programmes to Improve Qualification

11.1.9.1 An Employee may present directly to the Placement Committee a proposal for a programme to improve qualifications, and the Placement Committee shall then determine whether, upon completion of this programme, the Employee's qualifications would satisfy the criteria for advancement past the Employee's next barrier on the salary scale, or meet requirements for an extra increment under Articles 11.3.7, 11.5.5, 11.7.4.

11.1.9.2 If an Employee has completed a programme of professional development which was previously approved by the Placement Committee in Article 11.1.9.1 then the Employee shall advance.

11.2 Faculty Initial Placement

11.2.1 The initial placement of a Faculty Employee shall be recommended by the Departmental Selection Committee to the Dean.

11.2.2 The following criteria and only these criteria subject to Article 11.2.3 shall determine the number of steps beyond Step 1 at which any Employee shall be initially placed.

11.2.2.1 At step two for a degree at the Bachelor level;

11.2.2.2 At step three for a Masters Degree;

11.2.2.3 At step four for a Ph.D Degree;

11.2.2.4 One (1) additional step for a second Bachelor, Masters or Ph.D Degree, (not to exceed four steps in total for post-secondary degrees);

11.2.2.5 One (1) additional step where a Diploma of Technology or A.R.T. is required to obtain the position and:

11.2.2.5.1 the Diploma did not form part of the academic credit of a degree previously credited for a step;

11.2.2.5.2 the A.R.T. is held in addition to an R.T.

11.2.2.6 One (1) additional step for professional certification such as P. Eng., CPA, CAMRT (RRT, RTMW, RTNM RTR), CMLT, RDMS, PID, RN, RPF, P.Ag., CET, A.Sc.T., CEC.

11.2.2.7 One (1) additional step for each year of post-secondary teaching experience, and, for Specialized Faculty, one (1) additional step for each year of directly related post-secondary working experience in a similar job category, to a maximum of three (3) steps.

11.2.2.8 One (1) additional step for each two (2) years of teaching experience other than post-secondary, and, for Specialized Faculty, one (1) additional step for each year of directly related working experience in a similar job category in a non-post-secondary setting, to a maximum of two (2) steps.

- 11.2.2.9 For both teaching and Specialized Faculty, one (1) additional step for each two (2) years of relevant employment experience to a maximum of five (5) steps.
- 11.2.2.10 Work experience forming the basis for the assignment of steps under one of 11.2.2.7, 11.2.2.8, or 11.2.2.9 above, in excess of the maximum permitted within that category, may not be applied to either of the other two categories.
- 11.2.3 The Departmental Selection Committee shall initially decide the equivalence of any certification or qualification not specified in this Agreement.
- 11.2.4 Teaching in Continuing Education and Industry Services and on other campuses shall be credited in determining initial placement of an Employee. 585 hours of such teaching is the equivalent of one (1) year of teaching experience as recognized in the Institute.
- 11.2.4.1 If an applicant from outside the Institute has teaching experience, this experience shall receive credit, but the time credited to teaching experience shall be deducted from the total work experience adduced by the applicant.
- 11.2.4.2 Teaching experience at BCIT shall be credited as in Article 11.2.4 for Assistant Instructors or Technical Staff who are promoted to Faculty.
- 11.2.5 The Dean or equivalent shall ensure that the placement criteria are applied uniformly throughout the Division. Should the Dean not concur with the placement recommendation of the Departmental Selection Committee, the Dean must convey the reasons in writing to the Departmental Selection Committee. (Article 5.2.3).
- 11.2.6 An analysis of placement on the current salary scale shall accompany the letter of appointment sent to the candidate. An Employee who disagrees with the placement made on the salary scale may appeal the initial placement on the salary scale to the Placement Committee within six (6) months of the date of appointment. A newly appointed Employee shall be informed by the Employer of this right of appeal at the date of appointment.
- 11.3 Faculty Advancement
- 11.3.1 Subject to Article 11.3.2, full-time Regular Faculty Employees shall advance one step on the Faculty salary scale each year on April 1 or October 1. When the anniversary date of an initial appointment is between January 1 and June 30, the increment date shall be April 1. When the anniversary date of an initial appointment is between July 1 and December 31, the increment date shall be October 1. Annual increments shall be subject to the provisions below.
- 11.3.1.1 When a Temporary or part-time Regular Employee becomes a full-time Regular Employee then, for the purposes of increments, the "anniversary date of initial appointment" as per Article 11.3.1 shall be deemed to be the next temporary increment due date.
- For example: A Temporary Employee is due an increment per Article 11.3.6 on December 1, 1991. That Employee becomes Regular effective September 1, 1991. Therefore, an anniversary date of December 1, 1991 is established and October 1, 1991 becomes the new and ongoing increment date.

- 11.3.2 A Faculty Employee who has been evaluated as unsatisfactory by performance appraisal may be prevented from receiving an increment until the next increment date or one (1) year at the discretion of the Manager. The Manager must give reasons for each action in writing to the Employee so affected.
- 11.3.3 No Employee shall be prevented from receiving an increment for more than one (1) year unless no improvement in performance has occurred according to performance appraisal.
- 11.3.4 The decision that an increment shall be withheld must be submitted by March 15 to withhold the April increment and by September 15 to withhold the October increment.
- 11.3.5 The Employee may appeal according to the grievance procedure on the grounds of procedures or equity.
- 11.3.6 Temporary and part-time Regular Employees shall receive their first increment (advance one step on the Faculty Salary Scale) on the first of the month following the completion of the equivalent of the annual workload of a full-time Regular Faculty member.
- 11.3.6.1 Providing that 10 months of full-time equivalent Faculty work has accrued in the calendar year since the last increment, subsequent increments shall be due on the same day one year later.
- 11.3.6.2 If 10 months of full-time equivalent Faculty work has not accrued in the calendar year since the last increment, subsequent increments shall be due on the first of the month following the completion of the equivalent of the annual workload of a full-time Regular Faculty member.
- 11.3.6.3 A Temporary or part-time Regular Employee may not receive a subsequent increment in a time span of less than one calendar year.
- 11.3.7 A Regular Faculty Employee, or a Temporary Faculty Employee who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increases resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based, **provided the application is made within six (6) months thereof. Applications to the Institute Placement Committee made after six (6) months of completion of the achievement will result in a salary increase taking effect on the first pay period following the date of application. Advancement under this Article shall not result in an Employee's regular annual increment date being changed.**
- 11.4 Assistant Instructor Initial Placement
- 11.4.1 The initial placement of an Assistant Instructor shall be recommended by the Departmental Selection Committee (Article 5.2.3) to the Dean.
- 11.4.2 An Employee hired as an Assistant Instructor shall be placed as follows:
- 11.4.2.1 Step 1 for an Employee having the qualifications or their equivalent, as expressed in AP2.3.3 in Appendix 2.
- 11.4.2.2 One additional step for each year of relevant experience above those specified at AP2.3.3.2 in Appendix 2.

11.4.3 The Dean or equivalent shall ensure that the placement criteria are applied uniformly throughout the Division. Should the Dean or equivalent not concur with the placement recommendations of the Departmental Selection Committee, the Dean or equivalent must convey the reasons in writing to the Departmental Selection Committee.

11.4.4 An analysis of placement on the current salary scale shall accompany the letter of appointment sent to the candidate. An Employee who disagrees with the placement made on the salary scale may appeal the initial placement on the salary scale to the Placement Committee within six (6) months of the date of appointment. A newly appointed Employee shall be informed by the Employer of this right of appeal at the date of appointment.

## 11.5 Assistant Instructor Advancement

### 11.5.1 Increments

11.5.1.1 Full-time Assistant Instructors shall advance one (1) step on the salary scale each year on April 1 or October 1. When the anniversary date on an initial appointment is between January 1 and June 30 then the increment date shall be April 1. When the anniversary date of an initial appointment is between July 1 and December 31, the increment date shall be October 1. Annual increments shall be subject to the provisions herein.

11.5.1.2 An Assistant Instructor who has been evaluated as unsatisfactory by performance appraisal may be prevented from advancing on the Salary Scale that year at the discretion of the Manager. The Manager must give reasons for such actions in writing to the Employee so affected. The Employee may appeal according to Article 3 – Grievance Procedure, on grounds of procedures or equity. It is understood that Article 11.5.1.2 would take effect only in extraordinary circumstances.

### 11.5.2 Temporary Advancement

11.5.2.1 An Assistant Instructor may be assigned or appointed on a temporary basis to replace or substitute for a teaching Faculty Employee who is absent.

Such assignment or appointment shall be recommended by the Manager after consulting with the Employees in the Department. It may also be recommended through the normal selection process as defined in Article 5.2. The decision or method of appointment shall be Departmental.

11.5.2.2 Subject to the provisions of Article 11.5.6.3, the Assistant Instructor shall be placed on the Faculty salary schedule in accordance with Article 11.2, Faculty Initial Placement.

11.5.2.3 Substitution or replacement pay as specified in Articles 11.5.6.2 and 11.5.6.3 will apply only if such assignment or appointment is more than a total of five (5) working days in any term.

11.5.2.4 All other provisions for Faculty shall apply during the Employee's term as Faculty

11.5.3 When an Assistant Instructor is promoted to Faculty, that Employee's salary shall be set at a level according to Articles 11.5.6.2 and 11.5.6.3.

11.5.4 An Assistant Instructor who is returned to former duties after having been advanced under

Article 11.5.2 shall be placed at the salary step the Employee would have reached at that time if the Employee's duties had not changed.

11.5.5 A Regular Assistant Instructor, or a Temporary Assistant Instructor who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational achievement or technical or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increase resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based, **provided the application is made within six (6) months thereof. Applications to the Institute Placement Committee made after six (6) months of completion of the achievement will result in a salary increase taking effect on the first pay period following the date of application.** Advancement under this Article shall not result in an Employee's regular annual increment date being changed.

11.5.6 Assistant Instructors - Filling Faculty positions

11.5.6.1 An Assistant Instructor may apply under Article 11.5.6.1 for promotion to Faculty which under the following conditions shall be approved by the Placement Committee:

11.5.6.1.1 The Employee is currently solely responsible for developing and presenting both lecture and laboratory material in accord with regular Faculty responsibilities (Articles 8.2 and 1.4).

11.5.6.1.2 Such responsibility has been continuous for two (2) academic years (if not replacing Faculty Employees in this time), or the Employee has been replacing one or more Faculty Employees, for a total of three (3) years without a break of more than five (5) months, or in any case where a combination of the above results in three (3) years of service as a Faculty Employee without a break of more than five (5) months. The prospect of the replacement employee becoming permanently classified as Faculty shall in no way militate against selection for such replacement duty.

11.5.6.1.3 The Employee has the academic qualifications normally required for a Faculty position or the equivalent in relevant experience and/or teaching experience, including teaching experience at the Institute.

11.5.6.2 Subject to the provisions of Article 11.5.6.1, the Assistant Instructor shall be placed on the Faculty salary scale in accordance with the initial placement criteria (Article 11.2).

11.5.6.3 Article 11.5.6.2 notwithstanding, when an Assistant Instructor fills a Faculty position the Employee shall be given a raise in salary at least equal to one (1) salary increment on the Faculty salary scale. If this raise is less than \$100/month the Employee will be placed on the next higher step.

11.5.6.4 All other provisions for Faculty shall apply.

## 11.6 Technical Staff Placement

11.6.1 The initial placement of a Technical Staff Employee shall be recommended by the Departmental Selection Committee (Article 5.2.3) to the Dean.

11.6.2 In recommending placement of Employees hired as Laboratory Helpers, the Departmental Selection Committee shall be guided by the following criterion:

up to one (1) step for every two (2) years of relevant experience.

11.6.3 Subject to the provisions of Article 11.6.6, in recommending placement of Employees hired on the Technical Staff salary scale steps 1 to 18, the Departmental Selection Committee shall be guided by the following criteria:

11.6.3.1 Minimum qualifications to be placed at Step 1 are graduation from secondary school or equivalent and one (1) year of relevant experience;

11.6.3.2 An Employee shall be placed at Step 7 or above if the Employee has either of the following qualifications:

11.6.3.2.1 Two (2) years of relevant experience and one (1) year of appropriate post-secondary education, or

11.6.3.2.2 Diploma of Technology or equivalent.

11.6.3.3 An Employee shall be placed at Step 12 or above if the Employee has the following education and experience:

11.6.3.3.1 Education:

11.6.3.3.1.1 an appropriate Diploma of Technology or equivalent, or

11.6.3.3.1.2 Technical Certification in a related area, or

11.6.3.3.1.3 Current professional registration such as C.Tech., P. Eng., CPA, CAMRT (RRT, RTMW, RTNM, RTR), CMLT, RDMS, PID, RN, RPF, P.Ag., CET, A.Sc.T., CEC.

11.6.3.3.2 Experience:

11.6.3.3.2.1 at least four (4) years industrial, clinical, field or related experience.

11.6.3.4 An Employee shall be granted up to one (1) additional step, for each year of relevant experience above the levels specified in Articles 11.6.3.1, 11.6.3.2, and 11.6.3.3 but in no case shall a placement be higher than:

11.6.3.4.1 For a Technician I, Technical Staff Steps 1 – 9 (AP2.2.3);

11.6.3.4.2 For a Technician II, Technical Staff Steps 7 – 14 (AP2.2.4);

11.6.3.4.3 For a Technician III, Technical Staff Steps 12-18 (AP2.5.2).

11.6.3.5 Employees in the Information Technology Services Department shall be placed as follows:

11.6.3.5.1 Step 1 for an Employee having the essential qualifications or their equivalent, as in Appendix 2.

11.6.3.5.2 One additional step for each additional year of relevant experience, up to the maximum step within the classification.

11.6.4 The Dean or equivalent shall ensure that the placement criteria are applied uniformly throughout the Division. Should the Dean or equivalent not concur with the placement recommendation of the Departmental Selection Committee, the Dean or equivalent must convey the reasons in writing to the Departmental Selection Committee.

11.6.5 An analysis of placement on the current salary scale shall accompany the letter of appointment sent to the candidate. An Employee who disagrees with the placement made on the salary scale may appeal the initial placement on the salary scale to the Placement Committee within six (6) months of the date of appointment. A newly appointed Employee shall be informed by the Employer of this right of appeal at the date of appointment.

11.6.6 Initial placement of a new Technical Staff Employee shall be within the salary range corresponding to the characteristic duties of the position being filled according to Appendix 2.

## 11.7 Technical Staff Advancement

### 11.7.1 Increments

11.7.1.1 Full-time Technical Staff shall advance one (1) step on the salary scale each year on April 1 or October 1. When the anniversary date of an initial appointment is between January 1 and June 30 then the increment date shall be April 1. When the anniversary date of an initial appointment is between July 1 and December 31, the increment date shall be October 1. Annual increments shall be subject to the provisions herein.

11.7.1.2 A Technical Staff Employee who has been evaluated as unsatisfactory by performance appraisal may be prevented from advancing on the Salary Scale that year at the discretion of the Manager. The Manager must give reasons for such actions in writing to the Employee so affected. The Employee may appeal according to Article 3 – Grievance Procedure, on grounds of procedures or equity. It is understood that Article 11.7.1.2 would take effect only in extraordinary circumstances.

### 11.7.2 Temporary Advancement

11.7.2.1 A Technical Staff Employee may be assigned or appointed on a temporary basis to replace or substitute in the absence of a Faculty Employee, as Assistant Instructor or a Technical Staff in another category. Such assignment or appointment shall be recommended by the Manager after consulting with the Employees in the Department. It may also be recommended through the normal selection process as defined in Article 5.2. The decision or method of appointment shall be Departmental.

11.7.2.2 Subject to the provisions of Article 11.7.12.3, the Technical Staff Employee shall be placed on the applicable salary scale in accordance with the initial placement provisions for that category of employment.

11.7.2.3 Substitution or replacement pay as specified in Articles 11.7.12.2 and 11.7.12.3 will apply only if such assignment or appointment is more than a total of five (5) working days in any term.



- 11.7.2.4 All other provisions for the temporary category of employment shall apply during the Employee's term in that category.
- 11.7.3 When a Technical Staff Employee is promoted to a job category with a higher salary at the top step, that Employee's salary shall be set at a level according to Articles 11.7.12.2 and 11.7.12.3.
- 11.7.4 A Regular Technical Staff Employee, or a Temporary Technical Staff Employee who has completed six (6) months or more of continuous service, may advance one (1) extra step or more on the salary scale in a given year as recognition for an achievement which brings recognition to the Institute or for educational achievement or technical or professional achievement by application to and at the discretion of the Placement Committee (Article 11.1). The salary increase resulting from this advancement shall take effect on the first pay period following completion of the achievement or service on which this advancement is based, **provided the application is made within six (6) months thereof. Applications to the Institute Placement Committee made after six (6) months of completion of the achievement will result in a salary increase taking effect on the first pay period following the date of application.** Advancement under this Article shall not result in an Employee's regular annual increment date being changed.
- 11.7.5 When a Technical Staff Employee reaches Step 9 or Step 14 of the Salary Scale, the Employee's qualifications shall be assessed by the Placement Committee (Article 11.1) and the Employee shall be notified prior to this assessment so that the Employee may supply information for addition to the personnel file. Any Employee whom the Placement Committee deems not qualified to advance to Step 10 or Step 15 shall be notified of the reasons for this decision in writing prior to the Employee's next annual increment date and shall have the right of appeal to the Placement Committee.
- 11.7.6 The qualification guidelines for advancement to Step 10 are as follows:
- 11.7.6.1 Two years of relevant experience and one year of appropriate post-secondary education, or
- 11.7.6.2 Diploma of Technology or equivalent.
- 11.7.7 The qualification guidelines for advancement to Step 15 are the following education and experience:
- 11.7.7.1 Education:
- 11.7.7.1.1 an appropriate Diploma of Technology or equivalent, or
- 11.7.7.1.2 Technical Certification in a related area, or
- 11.7.7.1.3 Current professional registration such as C.Tech., P. Eng., CPA, CAMRT (RRT, RTMW, RTNM, RTR), CMLT, RDMS, PID, RN, RPF, P.Ag., CET, A.Sc.T., CEC.
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- 11.7.7.2 Experience:
- 11.7.7.2.1 at least four (4) years industrial, clinical, field or related experience.
- 11.7.8 Employment at the Institute shall be included in the assessment of an Employee's years of relevant experience.

11.7.9 When a significant portion of the assigned duties for a Technical Staff Employee corresponds to the Characteristic Duties of a higher range on the Technical staff salary scale than the range in which the Employee is placed, then the Employee shall be advanced to the minimum step in the higher salary range, and the resulting salary, including subsequent increments subject to Articles 11.7.6 and 11.7.7, shall be for the period of time during which the change in duties is in effect. Application for advancement as a result of change of duties may be made to the Placement Committee (Article 11.1).

11.7.10 A Technical Staff Employee who is returned to former duties after having been advanced under Article 11.7.2 shall be placed at the salary step the Employee would have reached at that time if the Employee's duties had not changed.

#### 11.7.11 Laboratory Helpers Advancement

11.7.11.1 Advancement up the salary scale will occur through the same yearly increment system as agreed to for Technical Staff Employees, Articles 11.7.1 and 15.3.

11.7.11.2 Laboratory Helpers shall accrue all the benefits normal to Technical Staff Employees.

11.7.11.3 Laboratory Helpers shall be subject to the conditions of employment agreed to herein.

#### 11.7.12 Technical Staff - Filling Other Job Categories

11.7.12.1 A Technical Staff Employee may apply under Article 11.7.12 for promotion to another job category which under the following conditions shall be approved by the Placement Committee:

11.7.12.1.1 Where promotion to a Faculty position is applied for the Employee must be currently solely responsible for developing and presenting both lecture and laboratory material in accord with regular responsibilities at Articles 8.2 and 1.4. Where promotion to Specialized Faculty is applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant position description or duties expected to be assigned to equivalent Faculty level positions, or

Where promotion to an Assistant Instructor position is being applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant Assistant Instructor position description or duties expected to be assigned by the Department equivalent to Assistant Instructor level positions, and

Where promotion to a position other than Faculty or Assistant Instructor is being applied for, the Employee must be solely responsible for the range of duties in accordance with the relevant position description or duties expected to be assigned by the Department equivalent to the relevant level of the position and

11.7.12.1.2 Such responsibility has been continuous for two (2) academic years (if not replacing Employees in this time), or the Employee has been replacing one or more Employees, for a total of three (3) years without a break of more than five (5) months, or in any case where a combination of the above results in three (3) years of

service as an Employee in the category applied for without a break of more than five (5) months. The prospect of the replacement Employee becoming permanently classified in another job category shall in no way militate against selection for such replacement duty, and

11.7.12.1.3 The Employee has the qualifications normally required for the position or the equivalent in relevant experience, including experience at the Institute.

11.7.12.2 Subject to the provisions of Article 11.7.12.1, the Technical Staff Employee shall be placed on the applicable salary scale in accordance with the initial placement criteria for that category.

11.7.12.3 Article 11.7.12.2 notwithstanding, when a Technical Staff Employee fills a position in a job category with a higher salary at the top step, the Employee shall be given a raise in salary at least equal to one (1) salary increment on the applicable salary scale. If this raise is less than \$100/month the Employee will be placed on the next higher step.

11.7.12.4 All other provisions for the new job category shall apply.

11.8 Interest on Retroactive Adjustments of Placement, Reclassification or Advancement

Unless otherwise specified in this Agreement, retroactive adjustment of placement, reclassification, or advancement shall be accompanied by full retroactive pay, and interest on one-half (.5) the retroactive amount, calculated at 12% per annum and compounded daily for the period from the date on which the Institute was notified in writing that adjustment was being sought to the date of payment.