Framework Agreement

RE: Full Implementation of the HSPBA/HEABC New Profile-Based Classification System

Health Employers Association of British Columbia

("HEABC")

And:

Health Sciences Professional Bargaining Association

("HSPBA")

(Collectively, the "Parties")

Whereas the Parties have agreed to complete and implement the profile-based classification system during the term of the 2022-2025 Collective Agreement; and,

Whereas the Parties have completed the profile-based classification system and are in the process of implementing the profile-based classification system; and,

Whereas, per Appendix 21.2, full implementation of the new profile-based classification system, i.e. Professional Groupings, Profiles, Maintenance Agreement and Classification Manual, are to come into full force and effect by no later than February 28, 2025 (effective dates to be determined by the CRCIC) and replace the relevant, pre-existing classification provisions of the Collective Agreement; and,

Whereas the Parties acknowledge that additional clarity would assist in implementation and the transition period, in anticipation of bargaining new language in the next round of Collective Bargaining.

Therefore, the Parties agree that:

1. The Professional Groupings, Profiles, Maintenance Agreement and Classification Manual (see attached Appendix A), as previously agreed, will come into full force and effect as of December 6, 2024 (the "Full Implementation Date") and replace the relevant, pre-existing classification provisions of the Collective Agreement.

Employers may select an alternate Full Implementation Date of November 8, 2024, or November 22, 2024. Advance notice will be provided to the HSPBA of an Employer's intention to utilize one of the alternate Full Implementation Dates by no later than September 27, 2024.

- Effective the Full Implementation Date, employees in advanced working level professional profiles (P2A and P2B) and supervisory profiles (S1, S2, S3 and S4) shall move to their new salary structures on a same increment step basis. Employees shall maintain their same increment anniversary date.
- 3. As identified in Appendix 21.2, where a new salary structure is less than an incumbent's current rate, the incumbent shall maintain their current rate and receive all future general wage increases while they continue to occupy the same position (the "Green-Circled Employees"). All Green-Circled Employees, regardless of their Employer's Full Implementation Date, will be green-circled at their pre-existing wage rate as at December 6, 2024, including all increment step increases up to, and including, December 6, 2024.
- 4. By no later than the Full Implementation Date, Employers shall provide written notification to their Green-Circled Employees that their job has moved to a lower salary structure. The notification shall include the following information:
 - Name of the Employee
 - Primary Home Worksite
 - Job Title (and applicable Job Description Reference Number, if any)
 - Classification of the Job in the Pre-Existing Classification System
 - Profile match of the Job in the New Classification System
 - Employee's Wage Rate on December 6, 2024 (the "Green-Circled Rate")
- 5. The Employers will provide a listing of all Green-Circled Employees, including all the information noted in Provision 4 above, to the HSPBA, and the relevant constituent union, by the earliest possible date (no later than February 28, 2025).
- 6. The agreed wage schedules for the new profile-based classification system (see attached Appendix B) are effective April 1, 2024.

The agreed wage schedules for the new profile-based classification system will be implemented on a go-forward basis on the Full Implementation Date.

Retroactive pay adjustments will be paid to all applicable employees by no later than February 28, 2025.

- 7. Article 10.01(a) applies to all PI positions. Article 10.01(b) will apply to all other positions effective the Full Implementation Date.
- 8. The Parties agree to the following hierarchy of profile classification levels:
 - I. PI
 - 2. P2A/S1
 - 3. P2B/S2

- 4. S3
- 5. S4
- 9. Article 10.02 Promotional Increase remains in full force and effect. However, effective the Full Implementation Date, the Parties agree the word "grade" shall be interpreted as referring to "profile classification level" utilizing the hierarchy laid out in Provision 8 above of this Agreement.

For purposes of any retroactive payments, there is no retroactive application of the above revised promotional language.

The Parties agree that for the purposes of the third paragraph of Article 10.02, intervening grade language, the intervening profile shall be interpreted as follows:

- a) In the case of an employee promoting from P1 to P2BE, P2BI, P2BQ, or P2BR the intervening profile classification level to be considered is that of P2A.
- b) In the case of an employee promoting from P1 to P2BS, P2A has no impact as a potential "intervening profile classification level" as the P2A rates are the same as the P2BS rates.
- c) In the case of an employee promoting from PI or P2A or P2B to a supervisory profile, the intervening profile classification level to be considered is that of the intervening supervisory profile(s) using the FTE range of the supervisory position attained.
- d) In the case of a supervisory employee promoting to a higher classified supervisory profile, the intervening profile classification level to be considered is that of the intervening supervisory profile(s) using the FTE range of the supervisory position attained.

When an employee moves to a position at a higher salary structure that is in the same or lower profile classification level, there is no intervening profile classification level. The employee will receive the lowest step in the new increment structure which results in a minimum monthly increase of \$82. The maximum rate of the new increment structure will not be exceeded because of the application of this provision.

- 10. Effective the Full Implementation Date, for the purposes of Article 10.04 Demotion, "higher rated" means a position with a higher salary structure, and "lower rated" means a position with a lower salary structure.
- 11. Article 31.01 Relief will apply to an employee being assigned to perform a higher rated job for one (1) full shift or more. However, effective the Full Implementation Date, the Parties agree the word "grade" shall be interpreted as referring to "profile classification level" utilizing the hierarchy laid out in Provision 8 above of this Agreement.

For purposes of any retroactive payments, there is no retroactive application of the above revised relief language.

The Parties agree that for the purposes of the fourth paragraph of Article 31.01, intervening grade language, the intervening profile shall be interpreted as follows:

- a) In the case of an employee temporarily promoting from PI to P2BE, P2BI, P2BQ, or P2BR the intervening profile classification level to be considered is that of P2A.
- b) In the case of an employee temporarily promoting from PI to P2BS, P2A has no impact as a potential "intervening profile classification level" as the P2A rates are the same as the P2BS rates.
- c) In the case of an employee temporarily promoting from PI or P2A or P2B to a supervisory profile, the intervening profile classification level to be considered is that of the intervening supervisory profile(s) using the FTE range of the supervisory position attained.
- d) In the case of a supervisory employee temporarily promoting to a higher classified supervisory profile, the intervening profile classification level to be considered is that of the intervening supervisory profile(s) using the FTE range of the supervisory position attained.

When an employee temporarily moves to a position at a higher salary structure that is in the same or lower profile classification level, there is no intervening profile classification level. The employee will receive the lowest step in the new increment structure which results in a minimum monthly increase of \$82. The maximum rate of the new increment structure will not be exceeded because of the application of this provision.

12. Supervisory/Leadership Compensation

- a) In the event of a change in wage rate occurring as a result of an increase in the number of FTE supervised, the employee will receive the lowest step in the new increment structure which results in a minimum monthly increase of \$82. The maximum rate of the new increment structure will not be exceeded because of the application of this provision.
- b) In the event of a change in wage rate occurring as a result of a change in the type of positions supervised (for example, a supervisory position at the S2 level has a P2B position added to its team and, therefore, needs to become S3), the position will be reclassified and the incumbent will receive the lowest step in the new increment structure which results in a minimum monthly increase of \$82. The maximum rate of the new increment structure will not be exceeded because of the application of this provision.

- 13. The following provisions of this Framework Agreement will expire upon ratification of the Parties' next Collective Agreement unless otherwise agreed to by the Parties:
 - Provision 7 Article 10.01 Application of Seniority
 - Provision 9 Article 10.02 Promotional Increase
 - Provision 10 Article 10.04 Demotion
 - Provision II Article 31.01 Relief
 - Provision 12 Supervisory/Leadership Compensation

Health Sciences Professionals Bargaining Association Jeanne Meyers Signature	Health Science Professionals Bargaining Association Derek Wong Authorized Signatory Signature
August 9, 2024 Date	August 9, 2024 Date
Health Employers' Association of British Columbia Manjit Bains Authorized Signatory Many Court	
Signature	
August 9, 2024	

Date

Appendix A

- Professional Groupings
- Profiles
 - PI Working Professional
 - Biomedical Technology
 - Dental
 - Dietitian
 - Electrodiagnostic
 - Expressive Therapy
 - Health Information
 - Infant/Child Development and Special Needs Education
 - Laboratory
 - Medical Imaging and Radiation
 - Pharmacy
 - Psychology
 - Public and Environmental Health, Control and Prevention
 - Rehabilitation/Therapeutic
 - Research
 - Social Service and Counselling
 - Surgical and Respiratory Services
 - Technical
 - Vision
 - P2A Special Procedures/Techniques
 - P2B Advanced Working Professional
 - (E) Education
 - (S) Clinical/Technical Specialist
 - (I) Health Science Information Systems and Applications
 - (R) Research and Development
 - (Q) Quality Control Program
 - SI Supervisory/Leadership
 - S2 Supervisory/Leadership
 - S3 Supervisory/Leadership
 - S4 Supervisory/Leadership
- Maintenance Agreement and Classification Manual

Appendix B

- Wage Schedules
 - Wage Schedule A (Previously Grid 3)
 - Early Childhood Educator
 - Wage Schedule B (Previously Grid 7)
 - Cardiology Technologist
 - Health Information Management Professional
 - Orthotics Technician
 - Prosthetics Technician
 - Seating Devices Technician
 - Wage Schedule C (Previously Grid 8)
 - Cancer Research Technologist
 - Genomics Technologist
 - Orthoptist
 - Pedorthist
 - Psychometrist
 - Wage Schedule D
 - Combined Laboratory/X-Ray Technologist
 - Cytotechnologist
 - Diagnostic Technologist
 - Electromyography Technologist
 - Electroneurophysiology Technologist
 - Electronystagmography Technologist
 - Medical Laboratory Technologist
 - Neuromuscular Technologist
 - Nuclear Medicine Technologist
 - Radiological Technologist
 - Visual Function Assessment Unit Technologists
 - Wage Schedule E (Previously Grid 9)
 - Aquatic Therapist
 - Bioinformatics Technologist
 - Biomedical Engineering Technologist
 - Child Life Specialist
 - Clinical Exercise Physiologist
 - Dental Hygienist
 - Infant Development Consultant
 - Licensing Officer
 - Massage Therapist
 - Music Therapist
 - Orthotist
 - Polysomnographic Technologist

- Prosthetist
- Recreation Therapist
- Respiratory Therapist
- Supported Child Development Consultant
- Tobacco & Vapour Products Enforcement Officer
- Tobacco & Vapour Products Reduction Coordinator
- Wage Schedule F (Previously Grid 10)
 - Public Health Inspector/Environmental Health Officer
- Wage Schedule G (Previously Grid 11)
 - Dietitian
 - Physics Assistant
- Wage Schedule H
 - Diagnostic Medical Sonographer
 - Magnetic Resonance Imaging Technologist
- Wage Schedule I (Previously Grid I2)
 - Anesthesia Assistant
 - Art Therapist
 - Audiologist
 - Biostatistical Analyst
 - Disciplines Allied to Social Work
 - Genetic Counsellor
 - Pathologists' Assistant
 - Social Worker
 - Speech/Language Pathologist
 - Vocational Counsellor
- Wage Schedule J
 - Occupational Therapist
 - Physiotherapist
- Wage Schedule K (Previously Grid 14)
 - Public Health Engineer
 - Radiology Service Technologist
- Wage Schedule L (Previously Grid 15)
 - Infection Control Practitioner
 - Radiation Therapy Service Technologist
- Wage Schedule M
 - Radiation Therapist
- Wage Schedule N
 - Pharmacist
- Wage Schedule O (Previously Grid 18)
 - Psychologist
- Wage Schedule P
 - Perfusionist