

Agreed August 29, 2023

**HSP MAINTENANCE AGREEMENT AND CLASSIFICATION MANUAL
WITHOUT PREJUDICE, E&OE**

MAINTENANCE AGREEMENT

1. Introduction

- 1.1. The purpose of this maintenance agreement is to provide a standard procedure for the description and classification of jobs in the Health Science Professionals sector.

2. Coverage

- 2.1. The provisions of this agreement shall apply to all work that is now or shall come within the scope of the Collective Agreement.
- 2.2. This Agreement shall be subject to the grievance and arbitration procedures under the Collective Agreement.

3. Existing Rights

Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

- 3.1. Subject to the Collective Agreement and subject to procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs;
- 3.2. The Union has the right to enforce all provisions of the Collective Agreement and this Agreement and to ensure that:
- a. a job has been established in a proper manner under the terms of the Collective Agreement and this Agreement;
 - b. a job description accurately describes the work required to be done;
 - c. the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;
 - d. a job is properly classified in relation to the classification profiles; and
 - e. a job is assigned to the appropriate salary structure for the profession within a professional occupation group and profile.

4. Profiles

- 4.1 The profiles in existence at the date of full implementation of this profile-based classification system and agreed to by the parties and listed in Schedule A (Profiles), are the sole criteria for classifying jobs, and together with the corresponding classification manual, and any other application guidance and interpretation documents mutually agreed to, provide the criteria and guidance for classifying jobs under the classification system for Health Science Professionals.
- 4.2 No new profile shall be introduced, and no existing profile shall be changed except by mutual agreement between the HEABC and the Health Sciences Professional Bargaining Association. Neither party shall withhold mutual agreement unreasonably.

5. Salary Structures

- 5.1. Each profession under each profile shall be assigned to a salary structure (i.e., a wage grid level of a wage schedule of the collective agreement). In the case of a supervisory profile, there will be multiple salary structures in accordance with FTE supervised.
- 5.2. When determining the salary structure of each profession within a profile, consideration is given to the educational requirements to practice as governed by regulatory colleges, provincial regulatory frameworks, professional associations, and accreditation bodies for the specific occupation.

6. Job Descriptions

- 6.1. The Employer shall prepare job descriptions for all jobs covered under this Collective Agreement.
- 6.2. All job descriptions must be drafted in a similar format to include the job title, the profile against which the job has been classified, the wage grid level, the applicable wage schedule, the workplaces at which the job description is in use, the date the job description was created, the date(s) the job description was revised if applicable, a job summary, a listing of the typical duties, and the qualifications required to perform the job.
- 6.3. Employees shall have input and access to their job description.

7. Classification of New Jobs

- 7.1. Where the Employer creates a new job, the Employer will create the job description and compare it to the profiles (together with the corresponding Classification Manual, and any other application guidance and interpretation documents mutually agreed to) to determine the appropriate classification and corresponding salary structure for the job.
- 7.2. Within twenty (20) calendar days of the creation of a new job, the Employer will submit the new job description to the Union together with the corresponding proposed classification and salary structure.
- 7.3. If the Union does not object in writing (that a job or position is not classified to the appropriate profile, or assigned to the appropriate salary structure), within twenty-eight (28) days of receipt of a new job description, the classification and salary structure shall be considered as established.

7.4 Where a job (or jobs) does not fall within an existing professional grouping, HEABC (on behalf of the Employer) shall:

- (a) propose an addition of the profession to an existing professional grouping; or
- (b) propose a new professional grouping and corresponding new P1 profile; or
- (c) if a job is anomalous/unique, propose a separate memorandum to the Union;

after which the new salary structures for the profession (across all profiles that apply to the new job or jobs), or the anomalous/unique job shall be established.

HEABC and HSPBA shall meet and attempt to reach agreement on the above within sixty (60) calendar days.

7.5 The parties agree that it is a core principle of the classification system that all jobs fit within a professional grouping and have a corresponding P1 profile. A job shall not be considered anomalous/unique unless there is a reason to believe sufficient related jobs do not exist and/or will not be created that would:

- (a) justify a new professional grouping; or,
- (b) justify a new profession within an existing professional grouping.

7.6 In the event that either party considers that a job is no longer anomalous, it shall notify the other party in writing and propose (along with supporting rationale) the creation of a new professional grouping or profile. When such a profile/grouping is established, the memorandum will no longer be in effect.

8. Changes to Existing Jobs

8.1. Where the Employer makes a material change to an existing job, the Employer will revise the job description and compare it to the profiles (together with the corresponding Classification Manual, and any other application and interpretation documents mutually agreed to) to determine the appropriate classification and corresponding salary structure for the job.

8.2. Within twenty (20) calendar days of a change to an existing job, the Employer will submit the revised job description to the Union together with the corresponding proposed classification and salary structure.

8.3. If the Union does not object in writing within twenty-eight (28) days of receipt of a revised job description, the classification and salary structure shall be considered as established effective the date that the existing job was materially changed.

8.4. Where a changed job (or jobs) does not fall within an existing professional grouping, HEABC (on behalf of the Employer) shall:

- (a) propose an addition of the profession to an existing professional grouping;
- (b) propose a new professional grouping and corresponding new P1 profile; or,
- (c) if a job is anomalous/unique, propose a separate memorandum to the Union;

after which the new salary structures for the profession (across all profiles that apply to the changed job or jobs), or the anomalous/unique job shall be established. HEABC and HSPBA shall meet and attempt to reach agreement on the above within sixty (60) calendar days.

9. Classification Disputes

- 9.1 Where the Union or an employee considers that a job or position is not classified to the appropriate profile or assigned to the appropriate salary structure for the profession, either of them may file a classification grievance in accordance with the provisions of Article 7 Grievance Procedure at Stage 2. Stage 2 shall commence with the filing of a written grievance. Grievances filed under section 9.1 will include written reasons for the classification dispute.
- 9.2 Where the Union determines a new job is not anomalous/unique the union may file a grievance in accordance with the provisions of Article 7 of the Grievance Procedure at Stage 2. Grievances filed under section 9.2 will include written reasons for the disagreement as to the anomalous/unique dispute.
- 9.3 Arbitrators appointed to hear any classification dispute shall have full power to establish the classification and salary structure for any job and to determine if a job is anomalous/unique and establish the salary structure for an anomalous/unique job.

10. Review of Special Procedures/Techniques

- 10.1 Where HEABC or the HSPBA considers, on behalf of its respective members, that there needs to be an addition to, or deletion from, the list of established Special Procedures/Techniques, notification shall be provided to the other party. Such notice shall include the Special Procedure/Technique(s) at issue and the reasons for the proposal, including how the Special Procedures/Technique(s) meets, or no longer meets, the definition outlined in Classification Manual 6.1. The parties will meet to discuss the matter without delay. If the parties are unable to reach agreement, a notice of review may be initiated in accordance with the provisions of Article 7 Grievance Procedure at Stage 3.
- 10.2 Where, as a result of the 10.1 process, a Special Procedures/Technique is added to the list, the adjusted salary structure will be retroactive to the date of the notification.
- 10.3 Where, as a result of the 10.1 process, a special procedure/technique is removed from the list, the adjusted salary structure shall commence the date the decision to remove the special procedure/technique is finalized. In the case of jobs reclassified from P2A to P1, the pay of regular employees will be in accordance with 11.3 of the Maintenance Agreement.

11. Pay Adjustments

- 11.1 Where the salary structure of a job or position is adjusted upward as a result of the settlement of a classification grievance filed under Provisions 7, 8, or 9 of the Maintenance Agreement, the employee shall be moved to the pay increment step of the new salary structure that results in:

- a. in the case of a new job or position placement on the lowest step in the new increment structure which results in a minimum pay increase of 3.8%. The maximum rate of the new increment structure will not be exceeded because of the application of this provision, or
 - b. in the case of a changed job or position placement on the lowest step in the new increment structure which results in a minimum pay increase of 3.8%. The maximum rate of the new increment structure will not be exceeded because of the application of this provision,
 - c. in the case of a job or position where there is no change in job content, a step-to-step increase.
- 11.2
- a. Where the salary structure of a job or position is adjusted upward as a result of the settlement of a classification grievance filed under Provision 7 of the Maintenance Agreement, the adjusted salary structure shall be retroactive to the employee's date of employment in the new job or position.
 - b. Where the salary structure of a job or position is adjusted upward as a result of the settlement of a classification grievance filed under Provision 8 of the Maintenance Agreement, the adjusted salary structure shall be retroactive to the date that the existing job has materially changed.
 - c. Where the salary structure of a job or position is adjusted upward as a result of the settlement of a classification grievance filed under Provision 9 of the Maintenance Agreement, the adjusted salary structure shall be retroactive to 21 days prior to the date of the grievance.
- 11.3
- Where the salary structure of a job or position is adjusted downward, the employee shall continue to be paid at the employee's current rate of pay until their wage rate in the new or revised job or position equals or exceeds it.

CLASSIFICATION MANUAL

1. Introduction

- 1.1. The Classification Manual outlines the definitions, format and principles of classification used in the classification of jobs, and forms part of the Maintenance Agreement.

2. Principles of Classification

- 2.1. The HSPBA Collective Agreement classification system is an assessment tool for determining where jobs fit in the pay hierarchy. The classification system examines the level of work required by a job.
- 2.2. The classification system has qualitative criteria (profiles) used for determining where jobs fit in a hierarchy.

- 2.3. Throughout the process of classifying jobs, it is the job that is evaluated and not the employee(s) in the job.

3. Application Guidelines

- 3.1. When classifying jobs, the nature of work is compared (on a whole job basis) to the established profiles, and the job is classified to the profile on the basis of best fit.
- 3.2. Where the nature of work overlaps between two profiles, the application of best fit is used by identifying the regular and ongoing delegated responsibilities of the job, taking into account the overall duties and level of responsibilities performed.
- 3.3. Without limiting the application of 3.2:
 - a) Where a job has regular, ongoing delegated responsibility and accountability for work matched to a Supervisory/Leadership profile, the job will be assigned to the appropriate Supervisory/Leadership profile.
 - b) Where a job has regular, ongoing delegated responsibility and accountability for work matched to an Advanced Working Professional profile, the job will be assigned to the appropriate Advanced Working Professional profile.
- 3.4. Where a job's qualifications are not exclusive to any one Health Science Profession, the job shall be considered anomalous/unique and shall be assigned a single salary structure to be determined as per Section 7.4(c) of the Maintenance Agreement.

4. Profiles

- 4.1. Profiles describe the nature of work performed and include illustrative responsibilities found within the HSPBA professions. The illustrative responsibilities are a representative sampling of duties performed that result in a job being classified to the profile and are not intended to be exhaustive or all-encompassing.
- 4.2. Profiles are general enough to encompass all areas and levels of each health science professions within the bargaining unit, but specific enough to differentiate between them.
- 4.3. Profiles are used by the parties in establishing and classifying jobs.
- 4.4. Profiles represent the nature of work and illustrative responsibilities and describe Health Science Professionals' career progression.

5. Professional Groupings

- 5.1. Professions are listed in each working level profile and are grouped together on the basis of closely related functional duties, fields of work, or occupations. Each of these groups is called a "professional grouping". There are 18 professional groupings as follows:
 1. Biomedical Technology
 2. Counselling and Social Service
 3. Dental
 4. Dietitian

5. Electrodiagnostic
6. Expressive Therapy
7. Health Information
8. Infant/Child Development and Special Needs Education
9. Laboratory
10. Medical Imaging and Radiation
11. Pharmacy
12. Rehabilitation/Therapeutic
13. Psychology
14. Public and Environmental Health, Control and Prevention
15. Research
16. Surgical and Respiratory Services
17. Technical
18. Vision

5.2. The list of professional groupings may be amended by mutual agreement of the parties.

6. Special Procedures/Techniques

6.1 Definition:

A recognized level of expertise or competency in a specialized area of practice. This qualification is obtained through specialized education, training, and experience, which is over and above the full-scope working level and is required in order to carry out duties. To qualify for an increased pay level under the special procedure/techniques qualification clause it will be necessary for the employee to have the qualifications related to the required special procedures/techniques.

6.2 The parties shall develop and maintain an agreed to list of special procedures/techniques. The list of special procedures/techniques shall appear in the P2A Profile. The initial list shall be the list of special procedures/techniques recognized on the effective date of this manual. Subsequent additions or deletions shall be made in accordance with the procedures set out in the Maintenance Agreement.

6.3 An employee in a job where special procedures/techniques are performed for the majority of time will be paid at the P2A Level.

6.4 When special procedures/techniques are performed for less than the majority of time, the employee will be paid at the applicable P2A salary structure on the basis of time scheduled to cover the procedure. The minimum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift.

7. Supervision

7.1. Where the job requires the supervision of another Health Science Professional, the supervised Health Science Professional must be a regular employee.

7.2. The number of staff does not include the supervisor and excluded personnel.

7.3. Where a Nurse position is supervised by a Health Science Professional, the Nurse FTEs are considered as Health Science Professional FTEs for the purposes of determining the Supervisory/Practice Leadership classification.

8. Supervisory/Leadership Compensation

- 8.1 Where the salary structure of a Supervisory/Leadership position is at the same or a lower salary structure as a subordinate position in the same health science profession, then the Supervisory/Leadership position will be paid at least 3.8% above the salary structure of the highest paid subordinate.
- 8.2 In the case of multi-professional team supervisory positions where the team includes more than one Health Science Profession, the job shall be considered anomalous/unique and shall be assigned a single salary structure to be determined as per Section 7.4 (c) of the Maintenance Agreement.
- 8.3 Supervisory/Leadership salary structure (based on the number of FTE supervised as outlined in the table below) will be reviewed on the following reference dates: March 31, June 30, September 30, and December 31. A change in salary structure occurring as a result of a change in the number of FTE will be made on the day following the reference date, i.e., on either April 1, July 1, October 1, or January 1.

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|----------------|-------------|---------------------------------|----------------------------------|------------------|
| FTE Supervised | Up to 8 FTE | More than 8 FTE Up to 16 FTE | More than 16 FTE Up to 24 FTE | More than 24 FTE |
|----------------|-------------|---------------------------------|----------------------------------|------------------|

- 8.4 If there is any question as to the number of FTEs then the number of staff is the greater of: the approved staff compliment; or the total number of staff hours in a three (3) month period divided by 489.375 (i.e., 3 x 163.125) to give the average number of FTE for the three (3) month period.
- 8.5 Article 11.3 of the Maintenance Agreement shall not apply to adjustments made on the basis of changes to the number of FTE supervised.

9. Dual Qualification

- 9.1 An employee who is required to be qualified in a second discipline and who utilizes the second discipline in order to carry out the required duties.

To qualify for dual qualification pay it will be necessary for the employee to have the appropriate formal qualifications in each discipline and to use both qualifications in the course of their work.

Where this applies, the employee shall be paid in accordance with the higher of the two applicable salary structures plus 3.8%.

- 9.2 A Technologist who performs Diagnostic Medical Sonography and/or Magnetic Resonance Imaging procedures for less than the majority of time will be paid at the Diagnostic Medical Sonographer P1 level or Magnetic Resonance Imaging Technologist P1 level on the basis of time scheduled to cover the procedure. The minimum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift. The remainder of the time will be paid at the Radiological Technologist P1 level plus 3.8%, in accordance with this dual qualification clause.

10. Qualification Differential

Qualification differential will be paid for the highest qualification held, subject to the following:

(a) The qualification must be utilized in the normal course of duties.

(b) The qualification differential shall not be paid where the qualification forms part of the requirement for licensure, registration, or other authorization to practice in the particular profession.

(c) The qualification differential shall not be paid where the qualification forms part of the requirement for entry into a particular classification and its salary structure within the respective profession.

Advanced Certification or Advanced Registered Technologist \$100.00 per month.

Post Entry to Practice Baccalaureate degree \$100.00 per month.

Post Entry to Practice Baccalaureate degree plus Advanced Certification or Advanced Registered Technologist \$115.00 per month.

CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management \$25.00 per month.

F. (C.A.M.R.T.) or F.C.S.M.L.S. \$125.00 per month.

Post Entry to Practice Graduate degree \$125.00 per month.

(d) Qualifications must be Canadian standard or equivalent as recognized by relevant professional associations or appropriate post-secondary institutions.

11. Employees Q.N.R.

11.1 The Employer agrees to give Qualified Registered Applicants first consideration in filling vacancies.

11.2 Employees, including casuals, employed as Qualified Not Registered Employees shall be paid ten percent (10%) less than the rate for the appropriate classification shown in the wage schedules.

11.3 Employees on staff prior to the date of certification and employed as Qualified Not Registered Employees shall be paid according to the rates for the appropriate classification shown in the wage schedules unless the employee's wage rate is covered by a separate memorandum.

11.4 The parties agree that the wage rates of present Q.N.R. employees shall not be changed by the application of this provision.

11.5 When an employee is awaiting registration, the employee shall receive ten percent (10%) less than the rate for the appropriate classification shown in the wage schedules. On obtaining registration there shall be a retroactive pay adjustment to the appropriate rate for the classification, and the employee shall be paid to the date of employment for a period not greater than twelve (12) months. The portability provisions of this Agreement do not apply to this twelve (12) month period for purposes of the retroactive pay adjustment.

12. Trainee and Intern Positions

12.1 The following is the list of known Trainee positions:

- a) Anesthesia Assistant Trainee;
- b) Orthotics Technician Trainee;
- c) Prosthetics Technician Trainee;
- d) Radiology Service Technologist Trainee
- e) Radiation Therapy Service Technologist Trainee; and
- f) Seating Devices Technician Trainee.

12.2 The following is the list of known Intern positions:

- a) Orthotics Intern; and
- b) Prosthetics Intern.

12.3 Trainee and Intern positions shall be paid as follows:

- a) Anesthesia Assistant Trainee - 7.6% less than the P1 level;
- b) Orthotics Technician Trainee - 7.6 % less than P1 level;
- c) Prosthetics Technician Trainee – 7.6% less than P1 level;
- d) Radiology Services Technologist Trainee – 3.8% less than P1 level
- e) Radiation Therapy Service Technologist Trainee – 3.8% less than P1 level;
- f) Seating Devices Technician Trainee– 7.6% less than P1 level;
- g) Orthotics Intern – 15.2% less than P1 Orthotist; and
- h) Prosthetic Intern – 15.2% less than the P1 Prosthetist.

12.4 Any newly established trainees or intern jobs or any existing trainee or intern jobs not set out in 13.1 or 13.2 shall be determined under Article 7 of the Maintenance Agreement. Failing agreement the Parties shall refer the matter to binding arbitration pursuant to section 9 of the Maintenance Agreement.

a. Definitions

Position: a group of duties and responsibilities regularly assigned to one person.

Job: one or more positions performing essentially the same duties, similar scope, and level of responsibility, and required qualifications covered by the same job description.

Salary Structure: the wage grid level of a wage schedule of the collective agreement that is assigned to any given Health Science Professional job in accordance with its classification.