

COLLECTIVE AGREEMENT

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

Representing and acting on behalf of:

British Columbia Cancer Agency (Vancouver Cancer Centre)
Children's and Women's Health Centre of British Columbia Branch (B.C. Women's Hospital and Health Centre)
Children's and Women's Health Centre of British Columbia Branch (British Columbia's Children's Hospital)
Fraser Health Authority (Royal Columbian Hospital and Eagle Ridge Hospital and Health Care Centre)
Providence Health Care Society (St. Paul's Hospital)
Providence Health Care Society (St. Vincent's Hospital - Heather)
Vancouver Coastal Health Authority (G.F. Strong Rehabilitation & George Pearson Centre)
Vancouver Coastal Health Authority (Vancouver Hospital, 12th & Oak Pavilions)
Vancouver Coastal Health Authority (Vancouver Hospital, UBC Pavilions)
Vancouver Island Health Authority (Royal Jubilee Hospital)
Vancouver Island Health Authority (Victoria General Hospital)

AND

**PROFESSIONAL ASSOCIATION OF RESIDENTS
OF BRITISH COLUMBIA**

Representing and acting on behalf of Residents in the above Teaching Hospitals (hereinafter referred to as "PAR-B.C.").

AGREEMENT

Effective April 1, 2001 to March 31, 2004

BETWEEN:

British Columbia Cancer Agency (Vancouver Cancer Centre)
Children's and Women's Health Centre of British Columbia Branch (B.C. Women's Hospital and Health Centre)
Children's and Women's Health Centre of British Columbia Branch (British Columbia's Children's Hospital)
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Vancouver Coastal Health Authority (Vancouver Hospital, 12th & Oak Pavilions)
Vancouver Coastal Health Authority (Vancouver Hospital, UBC Pavilions)
Vancouver Island Health Authority (Royal Jubilee Hospital)
Vancouver Island Health Authority (Victoria General Hospital)

AND:

Professional Association of Residents of British Columbia representing and acting on behalf of Residents in the above Teaching Hospitals (hereinafter referred to as "PAR-B.C.")

PREAMBLE:

WHEREAS it is the desire of the parties to this Collective Agreement to establish and maintain a harmonious and mutually beneficial relationship and to recognize the mutual value of joint discussions and negotiations; and

WHEREAS the parties to this Collective Agreement share a desire to provide excellence of patient care; to maintain professional standards and to promote and maintain an effective and professional working relationship between the Hospital, its Program Directors, and the Residents;

THEREFORE THIS COLLECTIVE AGREEMENT has been entered into in an effort to formalize certain matters of appointment over which the Hospital has administrative control and in the spirit of joint consultation in matters of mutual concern.

ARTICLE 1 – DEFINITION OF RESIDENT

The term Resident shall mean a doctor of medicine employed by the Hospital who is participating in a training Program approved by the Canadian Medical Association, the Royal College of Physicians and Surgeons of Canada, or the College of Family Physicians of Canada, and is registered with the College of Physicians and Surgeons of British Columbia, or is a doctor of Dentistry or Podiatry appointed to a training Program offered by the Hospital.

The term Resident shall not include doctors of Medicine, Dentistry or Podiatry who are the fiscal responsibility of other agencies.

All persons working in the Hospital in a pre-registration year as approved by the College of Physicians and Surgeons of British Columbia, or in a Royal College of Physicians and Surgeons of Canada, or College of Family Physicians of Canada approved training Program shall either be Residents employed and receiving benefits under the terms of this Agreement, or shall be funded by another bona fide agency.

Part-time Residents are entitled to all benefits of the Agreement except where the Agreement specifies that benefits will be provided on a proportionate basis.

Reference Letter of Understanding Re: Special Skills Residents.

ARTICLE 2 – UNION RECOGNITION

2.01 Sole Bargaining Agent

The Hospital recognizes PAR-B.C. as the sole bargaining agent for all Residents in the Hospital's Residency Program affected by the Collective Agreement.

2.02 Union Deductions

Each Resident shall, as a condition of continuing employment, authorize a deduction from his/her pay cheque of an amount fixed from time to time by PAR. The Hospital shall ensure that at the commencement of their employment, each Resident is provided with the following form in triplicate (Hospital, PAR, and Resident copy):

* * * * *

Every Resident is required, as a condition of employment, to authorize deduction of PAR-B.C. dues, or an amount equivalent to PAR-B.C. dues, from his/her remuneration. Therefore, please sign the Hospital and PAR-B.C. copies of the statement below and return them to the Hospital immediately:

Until this authority is revoked by me in writing, I hereby authorize (Hospital) to deduct from my remuneration monthly and to pay to the Professional Association of Residents of B.C., an amount equal to the current monthly dues as established from time to time by the Professional Association of Residents.

Signature

Date

2.03 (a) The Hospital agrees to deduct monthly from the total earnings of each Resident, dues in the amount specified, and to forward to PAR-B.C. within twenty-eight (28) calendar days of the deduction, the total amount of such fees and dues collected together with the list of those Residents for whom deductions were made in the month concerned.

(b) The dues remittance sheet shall itemize the base salary and the amount of any call, meal or administrative allowances paid to each Resident.

2.04 In the event that, for any reason, a Resident considers that he/she has a claim for reimbursement for all or any portion of dues deducted by the Hospital, the claim shall be

resolved directly and entirely between the Resident and PAR-B.C. No claim shall be made on the Hospital.

2.05 The Hospital shall supply each Resident without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to PAR-B.C. by Residents during a taxation year. The receipts shall be mailed or delivered to Residents prior to March 1st of the year following each taxation year.

2.06 List New Residents

No later than April 1, where possible, the Hospital shall provide the Association with the names and addresses of Residents who will be appointed to the Hospital within the next three (3) months.

2.07 Orientation Meetings

The Hospital agrees to provide representatives of PAR-B.C. with an opportunity and forum for meeting with new Residents appointed to the Hospital so that the representatives of PAR-B.C. may introduce the new Residents to the function of the Association and solicit memberships. Such an opportunity and forum shall be made available during the normal working hours within six (6) weeks of the appointment of new Residents.

2.08 Union Membership

New Residents as defined in Article 1, shall become and maintain membership in PAR-B.C. as a condition of continuing employment. The Hospitals shall ensure that at the commencement of their employment, each Resident is provided with the PAR-B.C. membership application form.

2.09 PAR-B.C. Representatives

PAR-B.C. representatives will be entitled reasonable time while on duty, without loss of regular pay and benefits, to perform their duties provided that they have received prior consent from their supervisor, made every endeavour to complete their business in as short a time as possible, and that they do not interrupt the operations of the Hospitals.

2.10 PAR-B.C. Representatives

PAR-B.C. shall inform the Employer in advance whenever the designated representatives of the union intend to visit the employer's premises for the purpose of conducting union business. Such visits shall not interfere with normal operations of the Hospital.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.01 Discussion of Differences

If a difference arises between the Hospital and the Resident(s) or between the Hospital and PAR-B.C. concerning the interpretation, application, operation, or any alleged violation of the Agreement, the Resident(s) will continue to perform his/her Program responsibilities in accordance with the Agreement until the difference is settled.

3.02 Resolution of Differences

The following procedure will be used for the resolution of differences referred to in Article 3.01.

Stage 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the Resident(s) first became aware of the matter giving rise to the difference, he/she shall discuss the difference with his/her immediate supervisor. As long as the parties are making progress towards satisfactory resolution of the difference in question the Resident shall have the option of continuing discussions at Stage 1. Should a settlement not be reached then:

Stage 2

Within seven (7) calendar days of termination of the discussion in Stage 1, the Resident or PAR-B.C. shall submit the grievance in writing to the Program Director or Director of Medical Education or designate, the details of the grievance and the remedy requested. The Program Director or Director of Medical Education or designate shall, within fourteen (14) calendar days from the date of receipt of the grievance hold a grievance meeting with a PAR-B.C. representative and give a written reply to the Resident and PAR-B.C. Should a settlement not be reached then:

Stage 3

Within fourteen (14) calendar days of receipt of the written reply PAR-B.C. will submit the grievance to the Associate Dean of Residency Training and Vice-President, Medicine, or designate. The matter will be discussed between the parties, PAR-B.C. and the Associate Dean, or Vice-President, Medicine, or designate. Should a settlement not be reached at this stage, the grievance may be referred to arbitration pursuant to Article 4.

Where PAR-B.C. submits a written grievance Stage 1 will be eliminated and PAR-B.C. will be substituted for the Resident in Stage 2.

3.03 Policy Grievance

If a difference of a general nature arises between PAR-B.C. or its members and the Hospitals concerning the interpretation, application, operation, or alleged violation of this Agreement, the aggrieved party shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and stage 3 of Article 3.02 shall apply.

3.04 Departure From Grievance Procedure

Should a Resident pursue a grievance outside the collective agreement prior to exhausting those avenues available through the grievance procedure and collective agreement, PAR-B.C. will deem the grievance to be abandoned.

ARTICLE 4 – ARBITRATION

4.01 Either of the parties may, after exhausting the grievance procedure notify the other party in writing within thirty (30) calendar days of the receipt of the reply at the final stage, of their desire to submit the difference to arbitration. Within fifteen (15) calendar days of

receipt of such notification, the parties agree to submit the matter to an arbitrator chosen from the following list in descending order:

H. Allan Hope
D. McPhillips
H. Laing
J. Weiler

- 4.02** The Arbitrator shall have full power to resolve all disputes arising under this Agreement, including the power to decide whether any matter is arbitrable. The decision of the Arbitrator shall be final and binding on both parties. The expenses and compensation of the Arbitrator shall be shared equally by the parties.

ARTICLE 5 – DISMISSAL

- 5.01** The Hospital shall have the right to dismiss a Resident for just cause, subject to the provisions of Article 3. When a Resident is dismissed for just cause, he/she shall not be entitled to notice or payment in lieu of notice.
- 5.02** Should a grievance be filed as a result of dismissal, the grievance procedure shall be instituted at Stage 3 of the grievance procedure.

ARTICLE 6 – TERMINATION – UNSUITABILITY FOR PROGRAM

- 6.01** The Hospital may terminate the contract of a Resident when, in the opinion of the Program or Educational Director the Resident is unsuitable for the Program in which he/she is training. The Hospital shall adhere to either of the following procedures in the case of such termination:
- (a) provide the Resident with payment equal to two (2) months' remuneration; or
 - (b) provide the Resident with two (2) months' notice of his/her termination.
- 6.02** (a) The Hospital may elect to follow either (a) or (b) above, but both alternatives must be preceded by a written warning from the Hospital to the Resident (a copy of which shall be forwarded to PAR-B.C.) of those factors which suggest to the Program or Educational Director that the Resident is unsuited for the Program in which he/she is training.
- (b) When a warning is issued to a Resident it shall clearly outline those areas which need improvement, the time frame during which it is reasonable to expect improvement, and the consequences should this not happen. PAR-B.C. shall receive copies of the relevant documentation.
- 6.03** (a) A Resident terminated for professional unsuitability may apply for a hearing to the Resident Staff Appeals Committee (U.B.C.) Faculty of Medicine, or a similarly constituted and representative Committee established in those Hospitals where the affiliation with U.B.C. does not exist. This latter Committee will have one representative from each of the following: The College of Physicians and Surgeons of B.C., the Hospital, and a representative of PAR-B.C. The decision of the Committee will be final and binding.

(b) At the time of the termination for professional unsuitability, the Resident shall be provided with a copy of the U.B.C. residency appeal procedure and advised of the time limits established in the appeal procedure, and his/her right to pursue restitution through this avenue.

PAR-B.C. shall be provided with the name of any Resident terminated for unsuitability.

6.04 Application for an appeal determination of unsuitability will only be processed through the foregoing Article 6.03.

ARTICLE 7 – RESIGNATION

7.01 Any Resident who resigns from his/her residency Program with the Hospital shall give one (1) calendar month's written notice of resignation to the Program or Educational Director.

ARTICLE 8 – COMPASSIONATE LEAVE

8.01 Compassionate leave of absence up to three (3) days with pay shall be granted by the Hospital upon request by a Resident in the event of death or serious illness of a spouse (including common-law), son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, legal guardian or legal ward.

8.02 Up to two (2) additional days leave with pay may be granted for travelling time when this is warranted in the judgement of the Hospital.

Such travel time must be taken coincident with the compassionate leave.

8.03 A spouse includes a person living with an employee as a spousal partner for a period of not less than two (2) years.

ARTICLE 9 – EDUCATIONAL LEAVE

9.01 Leave of absence with pay shall be granted to each Resident attending unpaid short-term educational Program(s) or conferences recommended by the Program or Educational Director, approved by the Hospital, and with the written approval of the Associate Dean.

If a Resident is required/mandated to attend conferences then that Resident's registration fee shall be paid by the Employer.

Where the Program or Educational Director and Associate Dean establish that a particular training is mandatory, for example ATLS, then course fees will be paid by the Employer.

It is not a regular expectation that Residents will provide clinical management during academic activities; however, Residents must respond to urgent clinical referrals.

9.02 A Resident shall be granted leave of absence with pay, including reasonable travel time, to sit qualifying or licensing examinations within the medical profession at the nearest possible location. The qualifying or licensing examinations covered are those of the Medical Council of Canada (LMCC), Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada, the Corporation Professionnelle des Medecins du Quebec.

A Resident shall be granted unpaid leave for the purpose of taking American professional certification examinations. Requests for such unpaid leave shall be made in writing. The Resident shall give at least four (4) months' notice of intention to sit examinations and three (3) weeks' notice of the actual dates of the examinations.

A Resident may request up to a maximum of seven (7) consecutive days without on-call duties, immediately prior to sitting the exam in order to study for qualifying or licensure examinations of the Medical Council of Canada, the College of Family Physicians of Canada, the Corporation Professionnelle des Medecins du Quebec, or the Royal College of Physicians and Surgeons of Canada. Such requests will be approved except in those cases where coverage cannot be arranged.

9.03 Leave referred in Article 9.01 and 9.02 shall not be deducted from vacation entitlement.

ARTICLE 10 – MATERNITY/PARENTAL/ADOPTION LEAVE

10.01 Natural Mother

(A) Maternity Leave

A regular employee shall be granted fifty-two (52) consecutive weeks maternity leave of absence without pay. Such leave may commence no earlier than eleven (11) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee but no later than the actual birth date. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(1) Benefits

For weeks one (1) through seventeen (17) inclusive, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) Parental Leave

Within the fifty-two (52) week leave period granted under Article 10.01 (A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(1) Benefits

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Parental Leave - Special Circumstances

- (a) A regular employee is entitled to up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition. This additional period of leave begins immediately after the end of the unpaid leave taken in Article 10.01 (B).
- (b) A regular employee is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 10.01 (A) or Article 10.01 (B).
- (c) An employee's maximum combined entitlement to leave under Article 10.01 is limited to sixty-three (63) weeks.

(D) Additional Leave

Any further leave granted beyond the normal fifty-two (52) week period or for any additional weeks of parental leave (special circumstances) as set out in Article 10.01 (D) will be unpaid leave without any benefits.

(E) Sick Leave Provisions

Maternity leave medical complications of pregnancy shall be covered by sick leave provisions. Pregnancy shall not constitute cause for termination.

(F) Notice Required

An employee shall make every effort to give at least four (4) weeks notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.

(G) Doctor's Certificate

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the predicted delivery date.

(H) Incapable of Performing Duties

See the Memorandum of Understanding Re: Workload During Pregnancy.

10.02 Natural Father

(A) Parental Leave

On four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) consecutive weeks parental leave without pay.

(1) Benefits

For weeks one (1) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

If a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental

leave (special circumstances) of forty-two (42) weeks. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 10.02 (A) ends.

(1) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

(D) Paternity Leave

A Resident will be granted one (1) days' paid paternity leave to attend the birth of his child, subject to the operational requirements of the Hospital.

10.03 Adoptive Parents

(A) Adoption Leave

The employee will notify the Employer when she/he is advised of the date of adoption placement. Upon request, a regular employee shall be granted thirty-seven (37) consecutive weeks adoption leave of absence without pay beginning within fifty-two (52) weeks after the child is placed with the parent. The employee shall furnish proof of adoption.

(1) Benefits

For weeks one (1) through thirty-seven (37) inclusive, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

If a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(1) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

10.04 Return To Employment

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her/his previous position with all increments to wages and benefits to which she/he would have been entitled during the period of the absence.

ARTICLE 11 – SICK LEAVE AND MEDICAL EXAMINATIONS

- 11.01** The Hospital shall not cause a Resident to suffer loss of pay or benefits due to sickness or accident during his/her term of appointment, or until such time as the Resident becomes eligible for long-term disability payment under the Long-Term Disability Plan, whichever comes first. Coverage under this article shall commence on the first day on which the Resident carries out the duties of his/her initial appointment.
An employee whose appointment has not been renewed, and whose injury or illness causing disability occurs during the term of his/her appointment, shall be deemed to be on leave of absence without pay for the period between the termination of his/her appointment and the effective date of disability coverage.
- 11.02** A Resident will supply evidence of such illness or disability as required by the Hospital.
- 11.03** Upon return to work, if there is a serious concern whether a Resident is capable of performing his/her duties in a safe manner, the Resident may be required by the Employer, at the request and expense of the Employer, to take a medical examination by a qualified physician of the Resident's choice.

ARTICLE 12 – STATUTORY HOLIDAYS

- 12.01** The Hospital shall provide each Resident with a paid day off at his/her normal rate on or before the following statutory holidays and any other general holiday proclaimed by the federal or provincial government:
- | | | |
|----------------|-----------------|------------------|
| New Year's Day | Labour Day | Canada Day |
| B.C. Day | Easter Monday | Thanksgiving Day |
| Good Friday | Remembrance Day | Queen's Birthday |
| Christmas Day | Boxing Day | |
- 12.02** If a statutory holiday falls within a Resident's vacation, or on his/her regularly scheduled day off, or when he/she is on call as per Article 20.02, the Resident shall receive an alternate day off without loss of pay to be taken at a time by mutual agreement within the academic year.
- 12.03** Part-time employees will receive the following pay for statutory holidays as set out in Article 12.01.
- $$\text{Days Paid per Calendar Year} \quad \times \quad \frac{\text{Regular Pay} \times \text{Eleven (11)}}{261}$$
- 12.04** Every Resident shall be entitled to at least five (5) consecutive days off during the twelve (12) day period that encompasses Christmas, New Year's Day and two (2) full weekends. Those five (5) days off are to account for the three (3) statutory holidays, Christmas, Boxing Day, New Year's Day, and two (2) weekend days.
- 12.05 Work on Statutory Holiday**
If a resident is scheduled to work on a statutory holiday as identified in Article 12.01 and does work as scheduled, the resident shall be paid double (2X) his/her normal rate and in addition will receive another day off with pay; except for Good Friday, Christmas and Labour Day when the remuneration shall be at the rate of double time and one-half (2.5) his/her normal rate, plus a day off in lieu of the holiday.

ARTICLE 13 – UNPAID LEAVE

13.01 Requests for unpaid, short-term, or extended leave of absence shall be made in writing to the Program or Educational Director of the Hospital, and may be granted by the Hospital on the recommendation of the Program or Educational Director.

ARTICLE 14 – VACATION LEAVE

14.01 Vacation entitlement for Residents shall be twenty (20) working days. It is understood by the parties that twenty (20) working days means a benefit of four (4) calendar weeks; a week is defined as seven (7) consecutive days.

14.02 (a) The scheduling of vacations shall be determined by the Program or Educational Director in accordance with operational and educational requirements. Residents will submit their requests to the Program or Educational Director in writing. The approval of the vacation request shall not be unreasonably withheld taking into consideration the operational and educational requirements of the Program.

A minimum of two (2) consecutive weeks' vacation shall be granted to each Resident so desiring.

(b) Subject to operational requirements, every effort will be made to permit a Resident at least his/her third choice for his/her vacation period.

14.03 Vacations shall be taken during the Resident's period of appointment.

14.04 Residents with an appointment period of less than one (1) year shall receive vacations calculated as follows:

$$\frac{\text{Days Paid to June 30th inclusive}}{261} \times \text{The Resident's Yearly Vacation Entitlement}$$

14.05 Part-time employees will receive vacation pay according to the following:

$$\frac{\text{Days Paid to June 30th inclusive}}{261} \times \text{The Resident's Yearly Vacation Entitlement}$$

14.06 Subject to operational requirements, when both spouses (including common-law) are Residents employed by the Hospitals they shall be entitled to take their vacation time together.

14.07 A common-law spouse includes a person living with an employee as a spousal partner for a period of not less than two (2) years.

ARTICLE 15 – PORTABILITY OF BENEFITS

15.01 A Resident who is on an educational rotation approved by the Program or Educational Director shall be entitled to portability of benefits specified below among Hospitals in which PAR-B.C. is certified as bargaining agent, or any other Hospital mutually agreed upon by the parties to this Agreement.

- 15.02** The Hospital in which the Resident has accumulated benefits shall be called Hospital A, and the Hospital recognizing such benefits shall be called Hospital B.
- (a) Vacation leave earned but not taken during previous appointment and accumulated at Hospital A shall be credited by Hospital B.
 - (b) Medical, Extended Health, Dental, and LTD coverage shall be portable from Hospital A to Hospital B whether or not Hospital B is a signatory of this Agreement, and appropriate arrangements shall be made to ensure continuity of coverage throughout the term of the appointment.
- 15.03** Benefits superior to those provided by the Agreement shall not be portable.
- 15.04** For the purpose of the portability and continuity of Article 11 and Article 16, when a Resident is appointed to a Resident Program, in an immediately succeeding academic year without a break in the continuity of their training Program in a Hospital where PAR-B.C. is certified, and which is a member of HEABC, his/her prior appointment with the Hospital(s) will be deemed to provide for portability of benefits contained in Articles 11 and 16.

ARTICLE 16 – MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, LONG-TERM DISABILITY AND GROUP LIFE

- 16.01** The Hospital agrees to pay one hundred percent (100%) of the monthly premium for basic medical coverage for Residents and their dependants under a plan approved by the Medical Services Commission of B.C., or pay the equivalent of the cost of the B.C. Medical Services Plan premiums to private health insurers on behalf of those Residents who are working on employment visas at teaching Hospitals covered by this Agreement.
- 16.02** Membership in the plan is a condition of continuing appointment for Residents who are not members or dependants of members of another approved medical plan.
- 16.03** A dependant is a spouse (including common-law), child, adopted child, or legal ward, who is so classified for income tax purposes. If the plan agrees, the Resident may pay the full premium for non-dependants through payroll deduction.
- 16.04** The Hospital shall pay one hundred percent (100%) of the monthly premium for extended health benefit coverage for Residents and their dependants under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage. The plan benefits shall include:
- i) The maximum lifetime amount payable per eligible Resident or eligible dependant shall be unlimited; and,
 - ii) The allowance for vision care will be \$225.00 every twenty-four (24) months per eligible Resident or eligible dependant; and,
 - iii) The allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible Resident or eligible dependant.

Effective April 1, 2002, eliminate Pharmacare “tie-in” on prescription drugs, maintain exclusion of lifestyle drugs, add reference to low-cost alternatives and referenced-based priced drugs.

Effective April 1, 2002, add the Extended Health Direct Pay Card similar to “Bluenet”.

Effective April 1, 2003, add a "Medical Referral Transportation Benefit" comparable to standard plans that provide coverage for out-of-town travel for an employee or dependent who is referred to a specialist or is referred for medical treatment.

- 16.05** The Hospital shall pay all the monthly premiums for a dental plan covering one hundred percent (100%) of the cost of the basic existing plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan) subject to a lifetime maximum payment of \$2,750.00 per eligible Resident or eligible dependant with no run-offs for claims after termination of employment. An employee is eligible for orthodontic services under plan "C" after twelve (12) months' participation in the plan.

The dental plan will cover Residents and their eligible dependants under the Pacific Blue Cross plan, or any other plan providing equivalent coverage.

- 16.06** The Dental Plan shall cover Residents, their spouses (including common law) and children who are eligible and acceptable to the plan, provided they are not enrolled in another comparable plan.

- 16.07** The Hospital shall pay all of the monthly premiums for the existing long-term disability insurance plan for Residents which provides two-thirds salary continuance until age 65 in the event of disability.

The Plan will be improved/modified as set out in the Health Services and Support Facilities Subsector 2001-2004 Collective Agreement.

- 16.08** Regular full-time and regular part-time Residents shall, upon completion of three (3) months' employment, become members of a Group Life Insurance Plan.

The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000). The cost of the plan shall be borne by the Hospital.

- 16.09** A common-law spouse includes a person living with an employee as a spousal partner for a period of not less than two (2) years.

- 16.10** Effective April 1, 1999, upon termination of employment, all health and welfare benefits (except MSP) to which a Resident is entitled shall terminate.

- 16.11** Coverage under the above Plans becomes effective from the first day of the calendar month following the date of enrolment.

ARTICLE 17 – FACILITIES FOR RESIDENTS

- 17.01** The Hospital agrees to make every possible effort to provide reasonable facilities and opportunities within its jurisdiction necessary for medical training in the Programs offered within the Hospital according to the standards of the Canadian Medical Association, the Royal College of Physicians and Surgeons of Canada, and the College of Family Physicians of Canada.

17.02 Medical Reference Facility

The Hospital shall establish and maintain a basic medical reference facility accessible twenty-four (24) hours a day offering adequate reading and work space, and such facility shall include a selection of current major medical texts and current journals.

17.03 Bulletin Boards

Each Hospital covered by the certification shall provide a bulletin board in a suitable and accessible location to be determined by the Hospital. The bulletin board will be for the purpose of posting notices by a PAR-B.C. representative.

17.04 UBC Registration Fee

If during the life of this Collective Agreement, the University of British Columbia should levy any tuition expenses over and above the registration fee in effect on September 1, 1977, the Hospital and PAR-B.C. agree to enter into discussions with the University of British Columbia with a view to ameliorating any economic hardship which might impact on the Resident as a result of said increase.

17.05 Professional Liability

The Hospital shall indemnify and save harmless from any pecuniary loss, any Resident who, in the course of his/her appointment with the Hospital, incurs a legal liability to pay damages as a result of the duties carried out by the Resident under the aegis of the Hospital. Copies of the appropriate rider to the Hospitals' General Insurance Policy shall be provided to PAR-B.C., and PAR-B.C. shall be advised of any significant changes to the policy which would affect the terms of liability coverage. The insurance carrier shall also be advised of the contents of this Article.

In the event of an action involving a Resident, the Hospital shall instruct the carrier to have due regard for the protection of the professional status of the Resident. In the event that several parties are named, the Hospital will review with the carrier the possibility of providing the Resident with separate counsel.

17.06 It is agreed that those Hospitals requiring CMPA coverage for Residents will reimburse the Resident for the annual cost of CMPA membership.

17.07 IV, Blood Collection and Cardiograms

- (a) Residents will not be expected to perform IV and Blood Collection services on a regular and continuous basis.
- (b) Residents will not be expected to perform cardiograms on a routine and continuous basis.

17.08 Parking

The Employer will provide at its expense, parking at the Hospital for Residents on-call who are called back to work. The Employer is not responsible for tickets for parking infractions. Reference Letter of Understanding Re: Article 17.08 – Parking.

17.09 When a Resident is required to be on cross-coverage between two (2) or more Hospitals, the Hospitals will either provide parking or reimburse the Resident for parking costs.

ARTICLE 18 – UNIFORMS, PAGERS, ON-CALL AREAS

18.01 The Hospital agrees to provide without cost to the Resident the following necessities or amenities:

- (a) Uniforms which will be laundered by the Hospital. The Hospital may require the Resident to pay a refundable deposit for uniforms issued.
- (b) Suitable on-call areas for those Residents who are on-site for assigned duties.
- (c) The Hospital recognizes that it is desirable to have such on-call areas located in proximity to certain critical patient care units. The Hospital shall endeavour to make provisions in its planning of expanded facilities to incorporate such consideration.

18.02 During the term of this Agreement, the Hospital shall provide for every Resident lockable facilities for the storage of personal effects. The Hospital may require that the Resident provide his/her own lock.

Subject to availability the Hospital will attempt to make lockable storage available for placement of personal effects of Residents required to work in the Operating Rooms. The Employer is not required to install or modify existing locker facilities in order to satisfy its obligation under this provision. The Hospital may require that the Resident provide his/her own lock.

18.03 The Hospital will provide a mail slot on the Hospital's premises.

18.04 The Hospital shall provide those Residents who are on-call for assigned duties with a pocket pager.

In each academic year, the Employer will replace one lost or damaged pager for each Resident. The Resident is responsible for all costs associated with repairing or replacing any subsequent pagers in the academic year.

18.05 Damage to Personal Property

Upon submission of reasonable proof, the Employer shall repair or indemnify with respect to damage to personal property of an employee while on duty caused by the actions of a patient; provided such personal property is an article of use or wear of a type suitable for use while on duty.

18.06 Theft of Residents' Medical Equipment

The Hospital shall replace required medical equipment which is stolen from secured storage locations. The onus is on the Resident to provide satisfactory proof of the theft. Such equipment must be required by the Hospital and is not otherwise provided for the Resident to perform his/her duties. The Hospital is not responsible for equipment lost through a Resident's inadvertence.

ARTICLE 19 – COPY OF AGREEMENT

19.01 The teaching Hospitals will make available copies of the Collective Agreement in booklet form to Residents. The cost of printing will be shared equally between HEABC and PAR-B.C.

ARTICLE 20 – SCHEDULING

20.01 (a) A Resident shall be scheduled by the Hospital to work a reasonable number of hours. The Hospital will undertake to limit the average number of hours, having due regard for sound patient care and treatment and the educational requirements of the Resident Program.

In addition, the Hospital will recognize a schedule which provides on-site (hospital) duty of one night in four (1:4) and one weekend in four as per the attached Memorandum of Understanding Re: On-Call Provisions.

Out of hospital call will be a one night in three (1:3) schedule and one weekend in three as per the attached Memorandum of Understanding Re: On-Call Provisions.

If a Resident is expected to be immediately available (i.e., must attend within fifteen (15) minutes of being paged), then by definition, call will be considered to be on-site (hospital) call, and adhere to the one-in-four (1:4) schedule.

In preparing schedules, the Hospitals will be governed by the following:

1. Scheduled duty assignments must be separated by not less than eight (8) non-working hours.
2. There shall be at least two (2) twenty-four (24) hour periods of scheduled non-working time per two (2) week period.
3. Residents shall not work more than two (2) consecutive nights on-call in any seven (7) day period.
4. On services where duty requirements routinely prevent the Resident from obtaining at least four (4) consecutive hours of rest within the first twenty-four (24) hours, the Resident shall have the option of excusing him/herself from duty after twenty-four (24) hours, once having ensured continuity of care. PAR-B.C. and the Hospitals agree that they will meet to define the services that are to be covered by this provision with the assistance of the Program Directors.

In the event a Resident considers the average hours worked are in excess of the maximum referred to above, he/she may bring this matter to the attention of PAR-B.C. and PAR-B.C. may then request a copy of the appropriate departments on-call schedule(s) which will be provided to PAR-B.C. by the Hospital(s).

PAR-B.C. may refer the matter to the Faculty Residency Committee. The Faculty Residency Committee may investigate the matter and attempt to resolve the problem. If the Faculty Residency Committee declines to investigate the matter, or is unable to resolve it, and if PAR-B.C. considers the average hours worked are in excess of a reasonable limit, PAR-B.C. may bring this matter to the attention of the appeals committee.

This Committee will be composed of one member from the College of Physicians and Surgeons of B.C., (who will be the Chair), one member nominated by the Hospital, and the other member nominated by PAR-B.C. The decision of the Committee will be final and binding.

The Hospitals will make available to PAR-B.C., on-call schedules on a regular basis.

(b) A Resident shall not be scheduled for on-call duty on the weekend immediately preceding or immediately following a block of vacation where the block of vacation starts on a Monday and continues on uninterrupted and ends on a Friday.

20.02 On-Call/Call-Back and On-Site/On-Call

A Resident scheduled by the Hospital(s) to be on-call subject to call-back(s) and/or on-site/on-call during the month shall receive an additional payment on the basis of \$132.96 per month for the Resident I and \$174.84 per month for the Resident II to VII inclusive.

20.03 Part-time employees will receive allowances proportionate, depending on time worked, to that of a full-time Resident.

20.04 On-Call/Call-Back and On-Site/On-Call, will be administered by assuming that any Resident who is listed as on-call/subject to call-back, or on-site/on-call is scheduled respectively, 'one-in-three' / 'one-in-four', and the allowances will be paid on this basis bi-weekly.

20.05 Should the subject of appropriate hours of work not be resolved informally, either through the Program Director, Department Head, Associate Dean or Faculty Residency Committee, PAR- B.C. shall have the option of grieving the issue under Article 3 of the Agreement for resolution of the disagreement. After exhausting the grievance procedure, either party can submit the difference to arbitration as set out in Article 4. The arbitrator shall have the authority to issue a final and binding award.

20.06 The on-call schedules shall be circulated one month prior to the period shown in the call schedule, to PAR-B.C. and to those Residents scheduled to be on call. The Employer will attempt to advise the Resident of any changes to the schedule two (2) weeks in advance.

20.07 A Resident, scheduled by the Program Director to be on-call (off site) and who is called back shall receive:

- (a) an allowance of forty-one cents (\$0.41) per mile or twenty-five cents (\$0.25) per kilometre; or
- (b) taxi fare from home to the hospital and return.

The minimum allowance shall be two dollars (\$2.00) per each round trip.

Effective April 1, 2002, the transportation allowance will be \$0.43 per kilometre.
Effective April 1, 2003, the transportation allowance will be \$0.44 per kilometre.

20.08 Definition of Weekend

Weekend is defined as the time period from 8:00 a.m. Saturday to 8:00 a.m. Monday.

ARTICLE 21 – REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS

21.01 PAR Schedule

<u>August 3, 2001</u> <u>(5.55% Increase)</u>	<u>April 1, 2002</u> <u>(5.55% Increase)</u>	<u>April 1, 2003</u> <u>(1.5% Increase)</u>
--------------------------------------------------	-------------------------------------------------	------------------------------------------------

Resident I	Annual	\$40,948.41	\$43,221.04	\$43,869.36
	Monthly	\$ 3,412.37	\$ 3,601.75	\$ 3,655.78
	Bi-Weekly	\$ 1,569.55	\$ 1,656.66	\$ 1,681.51
Resident II	Annual	\$45,680.67	\$48,215.94	\$48,939.18
	Monthly	\$ 3,806.72	\$ 4,018.00	\$ 4,078.27
	Bi-Weekly	\$ 1,750.94	\$ 1,848.11	\$ 1,875.84
Resident III	Annual	\$49,778.99	\$52,541.73	\$53,329.86
	Monthly	\$ 4,148.25	\$ 4,378.48	\$ 4,444.15
	Bi-Weekly	\$ 1,908.03	\$ 2,013.92	\$ 2,044.13
Resident IV	Annual	\$53,582.64	\$56,556.47	\$57,404.82
	Monthly	\$ 4,465.22	\$ 4,713.04	\$ 4,783.74
	Bi-Weekly	\$ 2,053.82	\$ 2,167.81	\$ 2,200.32
Resident V	Annual	\$57,623.32	\$60,821.42	\$61,733.74
	Monthly	\$ 4,801.94	\$ 5,068.45	\$ 5,144.48
	Bi-Weekly	\$ 2,208.70	\$ 2,331.28	\$ 2,366.25
Resident VI	Annual	\$61,521.57	\$64,936.02	\$65,910.06
	Monthly	\$ 5,126.80	\$ 5,411.33	\$ 5,492.50
	Bi-Weekly	\$ 2,358.12	\$ 2,488.99	\$ 2,526.33
Resident VII	Annual	\$65,563.34	\$69,202.11	\$70,240.14
	Monthly	\$ 5,463.61	\$ 5,766.84	\$ 5,853.35
	Bi-Weekly	\$ 2,513.04	\$ 2,652.51	\$ 2,692.30

Categories of Residents

The postgraduate program level to which a resident is assigned shall be in accordance with the requirements of the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada. The appointment of a resident shall be within the sole discretion of the Associate Dean of the Faculty of Medicine at the University of B.C., and will be paid in accordance with the following definitions:

Definitions

- R-1 A medical doctor or doctor of dentistry or podiatry who is in the first year of postgraduate training program.
- R-2 A medical doctor or doctor of dentistry or podiatry who is in the second year of a postgraduate training program.
- R-3 A medical doctor or doctor of dentistry or podiatry who is in the third year of a post-graduate training program.
- R-4 A medical doctor or doctor of dentistry or podiatry who is in the fourth year of a post-graduate training program.
- R-5 A medical doctor or doctor of dentistry or podiatry who is in the fifth year of a post-graduate training program.
- R-6 A medical doctor or doctor of dentistry or podiatry who is in the sixth year of a post-graduate training program.
- R-7 A medical doctor or doctor of dentistry or podiatry who is in the seventh year of a post-graduate training program.

A resident, prior to an appointment, shall be advised into which of the categories he/she is appointed.

A resident who changes training programs during an appointment year shall be immediately reclassified based on credit given for the previous training as determined by the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada, or the College of Physicians and Surgeons of B.C.

Sub-specialty training shall be viewed as a progression of a training program, and, as such, a resident shall continue to progress incrementally through the resident categories for the duration of the training.

21.02 Meal Allowance

Meals shall be provided pursuant to the posted on-site/on-call schedule in accordance with either the following formula:

Breakfast	\$ 3.19
Lunch	\$ 3.19
Dinner	\$ 5.33
<hr/>	
Total:	\$11.71

or continuation of the meal ticket system.

Meals on a weekday will consist of breakfast and dinner, and weekends or statutory holidays, breakfast, lunch and dinner.

The method by which meals will be provided is to be determined by the Hospital.

A Hospital which elects to continue the meal ticket system shall assign a value to the tickets for taxation purposes which reflects the costs of the meals provided.

21.03 Meal Allowances will be administered by assuming that any Resident who is listed as on-site/on-call, is scheduled 'one-in-four', and the allowance will be paid on this basis bi-weekly.

21.04 Administrative Allowance

A Resident must be formally designated as "Chief (Administrative) Resident" by the Program or Educational Director and that appointment must also be approved in writing by the Associate Dean.

The amount of the stipend is to be determined based on the number of full-time equivalents enrolled and actively engaged in the RCPSC or CFPC Program as follows:

<u>Fewer than 3 FTE's</u>	<u>No stipend</u>
<u>3 or 4 FTE's</u>	<u>\$1,000.00 per year</u>
<u>5 to 10 FTE's</u>	<u>\$2,000.00 per year</u>
<u>11 to 20 FTE's</u>	<u>\$2,500.00 per year</u>
<u>Greater than 20 FTE's</u>	<u>\$3,500.00 per year and for each increment of an additional 20 FTE's another Chief Resident, at \$3,500.00 per year, will be approved.</u>

If a Resident is designated Chief (Administrative) Resident by the Program Director and approved in writing by the Associate Dean for only part of an academic year, or if two (2) or more Residents are designated by the Program Director and approved in writing by the Associate Dean, the amount of the stipend will be pro-rated accordingly.

By definition, the significant administrative functions may include, but are not limited to the following duties, but are illustrated by: the preparation of all schedules and on-call rotations, organizing and scheduling of department rounds, liaison between house staff and senior staff and acting as a resource person for Residents for the purpose of teaching, supervision, peer review, appointments to appropriate committees and attendance at meetings as required to discuss residency training Programs.

ARTICLE 22 – EFFECTIVE AND EXPIRY DATES

This Agreement shall be effective from April 1, 2001, and shall remain in force and be binding upon the parties until the expiry date of March 31, 2004, and thereafter from year to year subject to the right of either party to give written notice to the other party pursuant to Section 47 of the Labour Relations Code of British Columbia. The Agreement shall remain in force during negotiations until a new Agreement comes into effect.

All changes to the collective agreement shall be effective on the first pay period following ratification unless otherwise specified in the settlement.

Finally, it is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia is excluded from this Agreement.

ARTICLE 23 – DISCRIMINATION

The parties subscribe to the Human Rights Act of British Columbia.

Consistent with the principles of the Human Rights Act, the parties recognize the right of Residents to work in an environment free from harassment, including sexual harassment, and the Hospital shall take such actions as are necessary with respect to any person employed by the Hospital engaging in harassment in the workplace.

Harassment includes any conduct, comment, gesture, or contact based on any of the prohibited grounds of discrimination that is likely to cause offence or humiliation to any person, or that might, on reasonable grounds, be perceived as placing a condition on employment or any opportunity for training or promotions.

ARTICLE 24 – RETURN TO FORMER POSITION

Upon return from leave referred to in Article 10, a Resident shall resume training at the same residency level in the same program. He/she shall be provided the opportunity to complete the required training.

This provision is subject to the Resident giving reasonable notice to the Hospital regarding start and end dates of the leave referred to above. The Resident and the Program Director shall agree on the schedule for completion of training.

ARTICLE 25 – LEAVE – COURT DUTY

A Resident subpoenaed for jury duty or as a witness shall be placed on leave of absence for the period required for court duty. All benefits of the agreement continue to accrue during this period of leave of absence and he/she shall continue to receive regular pay. The Resident shall turn over to the Hospital any witness or jury fees received as a result of being subpoenaed, providing these do not exceed the Resident's regular pay for the period of leave. Should the Resident receive any fees which exceed his/her regular pay the Resident shall keep this money.

Where a Resident is party to the proceedings and is required to appear in court, the Hospital shall grant the Resident an unpaid leave of absence.

ARTICLE 26 – MANDATORY RURAL ROTATIONS

Those Residents who are required, as part of their training, to leave the base Hospital on mandatory rotations will be reimbursed for reasonable travel and accommodation expenses.

ARTICLE 27 – REDUCTION IN RESIDENCY POSITIONS

In the event that a reduction in funding requires the Hospitals to reduce the number of residency positions, the Hospitals will ensure to the greatest degree possible that no lay-off of current Residents shall occur.

To accommodate reductions required by reduced funding the Hospitals will first reduce positions allocated to new entrants into residency training programs.

ARTICLE 28 – PROVISION FOR IMMUNIZATIONS

28.01 Hepatitis B vaccination will be provided to Residents upon request.

28.02 Where Residents are exposed to infectious or communicable diseases for which there are proven, protective immunizations, available, such immunization will be provided at no cost to the Resident.

28.03 All Residents are required to present an immunization profile to the Employer which would include a history of immunizations for: hepatitis B, measles, mumps, rubella and DPT unless a Resident's physician has advised in writing that such a procedure may have an adverse effect on the Resident's health. Rubella is an exception where the employee is of the opinion that a pregnancy is possible.

28.04 All Residents are expected to have yearly influenza immunizations unless medically contraindicated.

ARTICLE 29 – PERSONNEL FILE

A Resident will be entitled, upon providing reasonable notice, to access his/her personnel file maintained by the Employer. Upon request, a Resident shall be given copies of pertinent documents. A representative of the Union shall, upon submission of written authorization of the Resident, be given access of the file in order to facilitate the investigation of a grievance.

ARTICLE 30 – EVALUATIONS

A Resident shall receive his/her evaluation within two (2) weeks after the completion of rotation. Within two (2) weeks of receiving the evaluations, the rotation supervisor shall schedule a meeting with the Resident in order to review the evaluation in person and to present the Resident an opportunity for feedback.

Signed on behalf of Health Employers Association of British Columbia

per: _____

Gary A. Moser, Chief Executive Officer

per: _____

K.D. Burnett, Senior Consultant

Dated this _____ day of _____, 2002.

Signed on behalf of Professional Association of Residents of British Columbia

per: _____

Dave Nelson, M.D., President

per: _____

Oliver Applegarth, M.D., Bargaining Committee

per: _____

Michael Shabbits, M.D., Bargaining Committee

per: _____

Craig Loucks, M.D., Bargaining Committee

per: _____

Kevin McLeod, M.D., Bargaining Committee

per: _____

Jill Osborn, M.D., Bargaining Committee

per: _____

Christine Wong, M.D., Bargaining Committee

per: _____

Zoe Towle, Administrator

Dated this _____ day of _____, 2002

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Article 2 – Union Recognition

It is understood that all Residents appointed under the terms and conditions of this Collective Agreement are subject to the provisions contained in Article 2.02 which governs the matter of authorization of PAR-B.C. dues, as a condition of continuing employment.

In the event a Resident fails to complete the necessary authorization, PAR-B.C. will notify the Hospital, in writing, within 60 days and provide a list of name(s) of the Residents who have not authorized the deduction.

The Hospital upon receipt of the listing will, through the Medical Director or his/her designate, contact the Resident(s) and draw to his/her attention the requirements of Article 2.02.

PAR-B.C., in turn, will cooperate in the dues deductions procedure by endeavouring to fully utilize the orientation meeting provided in Article 2.05 and other available means of communication with its membership in order to advise Residents of their responsibilities under Article 2.02.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Workload During Pregnancy

HEABC recognizes that the training for Residents is such that an extended absence due to pregnancy could present difficulties in the completion of the training program. Under certain circumstances, it may be beneficial to the Resident, the Hospital, and the University to have the workload modified somewhat because of the physical limitations caused by pregnancy to enable the person to continue training with minimal interruption.

In such cases, the Resident so affected, with counsel from her attending physician, shall review the issue with her Medical Director. HEABC supports the position that, if in the opinion of the attending physician of a pregnant Resident, a reduction in workload is warranted, then the workload shall be reduced to the extent prescribed by the attending physician including the elimination of on-call duty if necessary.

This memorandum is subject to the grievance procedure contained in the Agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: On-Call Areas

Suitable on-call areas for those Residents who are on-site for assigned duties. The on-call area shall have clean sheets and towels changed on a 24-hour basis; a door which locks from the inside; a bed; a bedside lamp; privacy; a telephone; a non-public shower with hot and cold running water; a non-public sink; a non-public toilet; a suitable desk; and, a chair.

The location of on-call rooms provided will be in reasonable proximity to the patient care area, taking into account the need for privacy and quiet.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Joint Standing Committee

Policy Issues:

HEABC and PAR-B.C. will establish a Joint Standing Committee comprised of equal representation from both parties to discuss matters of mutual concern.

Local Issues:

Local Issues will be discussed between the Resident and the Program Director or Director of Medical Education or designate. The Resident may choose to have his/her Union Representative also attend.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Maternity Leave/SEB

The parties agree to establish and administer a Supplement Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female Residents who are on approved Maternity Leave pursuant to the Collective Agreement.
2. The benefit level for eligible Residents under the Plan is as follows:
 - (a) Maternity Leave allowance will provide an eligible Resident with two (2) weeks remuneration at 85% of the Resident's normal weekly earnings.
 - (b) An additional fifteen (15) weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the Resident and 85% of the Resident's normal weekly earnings will be made by the Employer to the Resident.
 - (c) Benefits under this Plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
 - (d) For the purpose of this Plan, "normal weekly" earnings shall mean half of the Bi-Weekly rate as listed in the Wage Schedule, prorated for part-time Residents.
3. Residents are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, a Resident may opt to utilize sick leave instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.

The Resident shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 2 above.

4. To be eligible for SEB Plan benefits as described in Section 2 above, a Resident must:
 - (a) not be in receipt of sick leave benefits;
 - (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
 - (c) a Resident who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
 - i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
 - ii) she works less than the required number of hours (15 hours per week); or
 - iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.

5. The Plan will be effective upon approval from Canada Employment and Immigration Commission (the "CEIC"), but benefit entitlement shall be retroactive to the date of ratification of the 2001-2004 Collective Agreement. In the event the CEIC does not approve the Plan, then the parties agree to meet and discuss amendment to facilitate approval of the Plan.
6. The Plan will continue in effect until a new Collective Agreement is concluded between the parties.
7. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
8. The Employer shall keep a separate accounting record of benefits paid from the Plan.
9. On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.
10. The Residents have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
11. Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
12. HEABC will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within (30) days of the effective date of any change.
13. In the event that present or future legislation renders null and void or materially alters any provision of this Memorandum of Agreement or the SEB Plan entered into between the Parties, the following shall apply:
 - (a) The remaining provisions of the Memorandum of Agreement or SEB Plan shall remain in full force and effect for the term of the Collective Agreement.
 - (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
 - (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Article 17.04 – UBC Registration Fee

The parties agree that one aspect of "amelioration" in Article 17.04 is joint representation on the prospect of new or increased tuition/fees.

The parties agree to work jointly and proactively to make representations with whatever government department or agency to ensure that the Government of British Columbia fully appreciates the economic hardship that would fall to a Resident from a new or unreasonably increased tuition/fees.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Orientation

Where an orientation is scheduled prior to the commencement of the Residents' program and where that aspect of the orientation comprises administrative or "hospital" orientation, the Residents will be paid at the regular rate, for those hours that they are in attendance.

Where an orientation as scheduled prior to the commencement of the Residents' Program and involves training courses paid for by the Employer such as ACLS and PALS, the Residents will not be paid for such attendance.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

Re: Internet Access

Council of University Teaching Hospitals will provide 24 hour internet access with an appropriate computer and screen, the sole purpose of which is to access educational information such as OVID, Med Line and Grateful Med.

Upon the assignment of a Resident to another hospital, the Associate Dean of Medicine, UBC, will enquire into and encourage the non-teaching hospital to provide internet access for the Residents.

Residents may not create an expense for the Employer unless prior authorization has been received. Any non-approved expenses will be deducted from the Resident's remuneration.

MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

Re: On-Call Provisions

In-Hospital call and Out-of-Hospital call shall comply with Article 20.01. In addition, In-Hospital call is on a one-in-four (1:4) basis and it shall be administered as follows:

The number of days on service is specific to any individual Resident, and reflects the number of working days subtracting any time the Resident is away from the workplace for any reason including vacation and leaves.

11-14 days on service --- 3 calls
15-18 days on service --- 4 calls
19-22 days on service — 5 calls
23-26 days on service — 6 calls
27-29 days on service — 7 calls
30-34 days on service — 8 calls
35-38 days on service — 9 calls

Out-of-Hospital call is on a one-in-three (1:3) basis and it shall be administered as follows:

The number of days on service is specific to any individual Resident, and reflects the number of working days subtracting any time the Resident is away from the workplace for any reason including vacation and leaves.

11-14 days on service — 4 calls
15-18 days on service — 6 calls
19-22 days on service — 7 calls
23-26 days on service — 8 calls
27-29 days on service — 9 calls
30-34 days on service — 11 calls
35-38 days on service — 12 calls

For further increases in days on service, the maximum number of call during the period will be determined by dividing the number of days. For example, for one-in-four (1:4) it would be the total number divided by 4, and for one-in-three (1:3) it would be the total number divided by three (3).

The maximum averaging period is three (3) months even when the rotation is longer than three (3) months.

LETTER OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

Re: Special Skills Residents

February 26, 2002

Ms. Zoe Towle
Administrator
PAR-B.C.

Dear Ms. Towle:

This letter will confirm our mutual understanding, as discussed in negotiations, that the R3 Special Skills Residents (Family Practice) are covered by the terms of the Collective Agreement.

Yours truly,

(original signed by K.D. Burnett)

K.D. Burnett
Senior Consultant, Consulting Services
HEABC

LETTER OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

Re: Article 16.04 – Extended Health Care Plan

February 26, 2002

Mr. Ken Burnett
Senior Consultant, Consulting Services
HEABC

Dear Mr. Burnett:

This letter will confirm our mutual understanding, as discussed in negotiations, that the Extended Health Care Plan is a “claimable” plan and not a “payable” plan.

Additionally, PAR-B.C. agrees to withdraw the policy grievance of November 19, 1998 respecting Article 16.04.

The above was agreed to by PAR-B.C. in exchange for the Hospitals’ agreement to eliminate the Pharmacare tie-in, implement an Extended Health direct pay card similar to BlueNet, and implement a “Medical Referral Transportation Benefit” during the term of the 2001-2004 PAR Collective Agreement.

Yours truly,

(original signed by Zoe Towle)

Zoe Towle
Administrator
PAR-B.C.

LETTER OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

Re: Article 17.08 – Parking

February 26, 2002

Mr. Ken Burnett
Senior Consultant, Consulting Services
HEABC

Dear Mr. Burnett:

This letter will confirm our mutual understanding, as discussed in negotiations, that the Employer's obligation to provide parking "at its expense" will be satisfied by a Resident submitting an expense statement or account for the parking at the end of the applicable month.

Yours truly,

(original signed by Zoe Towle)

Zoe Towle
Administrator
PAR-B.C.

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