

**The Educating and Employing Entities  
(Consisting of Alberta Health Services, University of Alberta, University of Calgary)**

**and**

**Professional Association of Resident Physicians of Alberta**

**Summary of Substantive Changes**

*Notes:*

- *New and or amended language is bolded for ease of reference.*
- *“The Council of Academic Health Centres of Alberta” has been amended to “The Educating and Employing Entities”*
- *“Regional Health Authorities” has been amended to “Alberta Health Services”*
- *“Resident” has been amended to “Resident Physician”*
- *Pronouns and titles have been amended to be gender neutral*

Article	Substantive Changes
Preamble	➤ No substantive changes.
1 Definitions	<ul style="list-style-type: none"> <li>➤ 1.04: Grammar Correction</li> <li>➤ 1.06 (NEW): “Faculties” shall mean the University of Alberta Faculty Of Medicine and Dentistry and the University of Calgary Faculty Of Medicine.</li> </ul>
2 Term	<ul style="list-style-type: none"> <li>➤ 3 year term expiring June 30, 2013</li> <li>➤ 2.04 (NEW): Addition of Article 9.03 (Maternity Leave) and the new LOU - Re: Accommodation in Training Due to Medical Limitations to the list of Articles to be referred to the Associate Dean for final decision when there is a dispute between a Resident Physician and a Program Director.</li> </ul>
3 Recognition	<ul style="list-style-type: none"> <li>➤ 3.01 (c) (AMENDMENT): Upon commencing negotiations for all future contracts, agreements or other arrangements pertaining to the funding for the training of Resident Physicians identified by 3.01(a)(iii), the Faculties <b>shall</b> secure for PARA the applicable dues for each such Resident Physician. This amount shall be 50% of the rate applied to Resident Physicians at the same PGY level who are the fiscal responsibility of the Province of Alberta. This amount shall be paid on an annual basis. <ul style="list-style-type: none"> <li>○ On a go forward basis the Faculties will now be required to secure the dues for all Resident Physicians sponsored by a foreign entity or DND.</li> </ul> </li> </ul>
4 Discrimination	➤ No substantive changes.

5	Letter of Engagement and Orientation	<ul style="list-style-type: none"> <li>➤ 5.03: (AMENDMENT) “The Authority or Faculty shall organize a common <b>one-day</b> orientation session for all new Resident Physicians, prior to commencing duties.”</li> <li>➤ 5.03 (NEW): “<b>Additional mandatory program-specific orientation shall occur after commencement of duties.</b>” <ul style="list-style-type: none"> <li>○ The impact of the above changes is that the unpaid orientation of first year Resident Physicians must be limited to one day.</li> </ul> </li> </ul>
6	Dues and Membership	<ul style="list-style-type: none"> <li>➤ 6.05 (ADD): The Authority or Faculties shall supply to PARA a list of the Resident Physicians, complete with names, positions, departments, <b>funding sources</b>, home addresses, pager numbers, and e-mail addresses within thirty (30) calendar days of assuming their positions. <ul style="list-style-type: none"> <li>○ Allows PARA to cross reference this listing with the dues actually remitted and to follow up on ensuring they receive the applicable dues for those Resident Physicians whose training is funded by a foreign entity or DND.</li> </ul> </li> </ul>
7	PARA Business	<ul style="list-style-type: none"> <li>➤ No substantive changes.</li> </ul>
8	Position Security	<ul style="list-style-type: none"> <li>➤ No substantive changes.</li> </ul>
9	Parental/Maternity/Adoption/Paternity Leave	<p>Significant changes to 9.01 and 9.03 (d) as follows:</p> <ul style="list-style-type: none"> <li>➤ 9.01 (ADD): Maternity/ Parental leave shall not constitute a cause for termination of engagement but may require an extension of the program as determined by the Program Director. <b>Consequently, the Resident Physician is strongly encouraged to review the impact of pregnancy on training requirements with the Program Director at the earliest opportunity to minimize disruption to the Resident Physician’s training program.</b></li> <li>➤ 9.03(d) (AMENDMENT): <b>Unless the Resident Physician otherwise chooses after consideration</b>, she will not be required to perform <b>on call duties nor scheduled shifts in excess of twelve (12) hours in a day or between 2400 hours and 0600 hours once she has completed twenty seven (27) weeks of gestation</b>, or earlier if a valid medical reason is provided <b>pursuant to the Letter of Understanding re: Accommodation in Training Due to Medical Limitations.</b> This will not in itself necessarily incur any reduction in remuneration.</li> </ul>

10 Educational Leave	<ul style="list-style-type: none"> <li>➤ 10.05(a): Amend “Health Region” to “community”</li> <li>➤ 10.05 (b) (ADD): “<b>All receipts must be submitted within ninety (90) days of completion of remote training.</b>”</li> </ul>
11 Sick and Special Leave	<ul style="list-style-type: none"> <li>➤ 11.01 (a) (EDITED FOR CLARITY): Residents <b>Physicians</b> shall be granted special leave, <b>including leave for compassionate purposes</b>, without loss of pay and health benefits, as defined in Article 21: Health Benefits, in all reasonable circumstances.</li> </ul>
12 Vacation	<ul style="list-style-type: none"> <li>➤ 12.01: Grammar correction</li> <li>➤ 12.07 (a) (ADD): Residents <b>Physicians</b> shall not be scheduled for: on-call duties (Article 14) or shifts <b>past twenty-four hundred hours (2400 hours) the day prior to vacation or during vacation;</b></li> </ul>
13 Named Holidays	<ul style="list-style-type: none"> <li>➤ 13.02: (ADD): A Resident <b>Physician</b> who is scheduled to and does commence work the day of a Named Holiday pursuant to Article 13.01 (a) and (b) shall have another working day off with pay in lieu of the Named Holiday. <b>Such work includes regular duty hours, on-call duty hours and Emergency Medicine shifts.</b></li> <li>➤ 13.03 (a) (AMEND): All resident Physicians shall be available for service on December 28 <b>where required.</b></li> <li>➤ 13.04 (EDITED FOR CLARITY): In recognition of Resident’s <b>Physicians</b> who are scheduled and take call the day before a Named Holiday and for reasons of ensuring the appropriate transference of care, work a portion of a Named Holiday, all Resident’s <b>Physicians</b> shall be entitled to a total of three (3) additional flex days off per year without loss of pay. <del>This is</del> <b>These three (3) flex days are</b> in addition to vacation entitlements in Article 12.</li> </ul>
14 On-Call	<ul style="list-style-type: none"> <li>➤ 14.02 (c) (NEW): <b>Resident Physicians on Emergency Medicine Rotations who are scheduled for shifts shall not be required to work additional on-call duties.</b></li> <li>➤ 14.04 (a) (ADD): <b>The 31 to 34 days on service calculator only applies to the first or last rotation of the academic year in the event that the rotation is in excess of twenty-eight (28) days.</b></li> <li>➤ 14.04 (b) (ADD): No Resident <b>Physician</b> shall be scheduled for in-house call duty, or a combination of in-house and home call duty, on two consecutive days <b>except where agreement is reached with PARA in accordance with the Letter of Understanding Re: Night Floats and Night Shifts (see Page ##).</b></li> </ul>

➤ 14.05 (a) (ADD): The 30 to 32 days on service calculator only applies to the first or last rotation of the academic year in the event that the rotation is in excess of twenty-eight (28) days.

➤ 14.06 (NEW): Combined Call

(a) In circumstances where call is a combination of in-house and home call (combined call), the maximum number of call is dependent on whether the majority of scheduled call is in-house call or home call. The number of days on service is specific to any individual Resident Physician and reflects the number of days on-call subtracting any time the Resident Physician is away on vacation, Education leave, Sick and Special leave, and Maternity/Parental leave, as follows:

On primarily home call service:

9 home call: 0 in-house call

8 home call: 1 in-house call

7 home call: 2 in-house call

6 home call: 2 in-house call

5 home call: 3 in-house call

4 home call: 4 in-house call

On primarily in-house call service:

7 in-house call: 0 home call

6 in-house call: 1 home call

5 in-house call: 2 home call

4 in-house call: 4 home call

(b) A Resident Physician shall not be required to perform home call on the day preceding or following an in-house call.

(c) Combined call shall not account for any portion of more than two (2) weekends out of any four (4) weekends.

(d) No Resident Physician shall be scheduled for call on any more than two (2) consecutive weekends, unless agreed to by PARA in advance. Scheduling must consider the Resident Physician's immediate preceding call schedule whenever possible. PARA

	<p style="text-align: center;"><b>shall provide written confirmation of such approval to the appropriate Associate Dean in advance.</b></p> <ul style="list-style-type: none"> <li>➤ 14.07 (AMENDMENT): All duty schedules shall be provided to PARA and the affected Residents <b>Physicians</b> on a <del>monthly</del> <b>regular</b> basis and available at least one (1) week prior to the effective date.</li> <li>➤ 14.09 (TITLE CHANGE) : Call Stipends <b>and Emergency Medical Shift Stipends</b></li> <li>➤ 14.09(b) (TITLE CHANGE): “Home Call <b>and Emergency Medicine Shifts</b></li> </ul>	
15	Uniforms	➤ No substantive changes.
16	Facilities	➤ No substantive changes.
17	Reference Libraries	➤ No substantive changes.
18	On-Call Facilities	➤ No substantive changes.
19	Transportation Insurance	➤ No substantive changes.
20	Liability Insurance	➤ 20.01 (a) (DELETION): deletion of the effective date of September 1, 2003.
21	Health Benefits	➤ (AMENDMENT) The Health Spending Account has been converted to a Flexible Spending Account and the amount increased from \$500.00/annum to \$1000/annum effective July 1, 2011.
22	Chief or Administrative Resident	➤ 22.01 (AMENDMENT): A Resident Physician designated as a Chief or Administrative Resident Physician by the appropriate Program Director to perform significant administrative functions <del>in regard to the activities of a group of no less than four (4) Residents</del> shall earn a supplement for such designation at the rate of <b>\$200</b> for each approved and filled residency position in the program on September first of that year, to a maximum annual amount of <b>\$4,000</b> for each program. This amount shall be paid in two installments, beginning no later than October 1 and ending no later than April 1.
23	Remuneration	➤ See Monetary Provisions Section
24	Interruption of Duties	➤ No substantive changes.
25	Joint Consultation Committee	➤ No substantive changes.
26	Grievance Procedure	➤ Changes reflect the change in organizational structure for AHS - e.g. designated responding officer for the grievance process.

27	Adjudication	➤ No substantive changes.
28	Arbitration	➤ No substantive changes.
<b>Letters of Understanding</b>		
LOU - Re: On Call Facilities		Renewed with no substantive changes.
LOU - Re: Remote Training		➤ (ADD): <b>“All receipts must be submitted within ninety (90) days of completion of remote training.”</b>
LOU - Re: Article 14.04 (b) - Night Float or Night Shifts		<ul style="list-style-type: none"> <li>➤ NEW</li> <li>➤ Allows for waiver of Article 14.04 (b) (i.e. the restriction against more than 2 consecutive days of in house call or combination of in house and home call duty) where a program implements Night Floats or Night Shifts to directly replace in-house call.</li> <li>➤ Details the process required for implementation of Night Float/Night Shifts.</li> </ul>
LOU - Re: Article 25 - Joint Consultation Committee		<ul style="list-style-type: none"> <li>➤ NEW</li> <li>➤ Formation of a new Joint Consultation Committee between the Entities and PARA.</li> <li>➤ Detailed list of topic.</li> <li>➤ Meetings to be held quarterly.</li> </ul>
LOU - Re: Accommodation in Training Due to Medical Limitations		<ul style="list-style-type: none"> <li>➤ NEW</li> <li>➤ Provides for a process for Resident Physicians to work with their Program Director in the event that a medical accommodation in training is required in order to ensure that the Resident Physician is able to complete the training.</li> </ul>

## Monetary Provisions

### Article 23 – Pay Levels

The scale will be adjusted as follows:

- Effective July 1, 2010: 0%
- Effective July 1, 2011: 1%
- Effective July 1, 2012: 2% or the percentage increase in Cost of Living, whichever is greater

	July 1, 2010	July 1, 2011 [Plus 1%]	July 1, 2012* [Plus 2% or COLA if greater]
<b>PGY-1</b>	\$53,250	\$53,782	\$54,857
<b>PGY-2</b>	\$59,045	\$59,635	\$60,828
<b>PGY-3</b>	\$63,669	\$64,306	\$65,592
<b>PGY-4</b>	\$68,298	\$68,981	\$70,360
<b>PGY-5</b>	\$74,087	\$74,828	\$76,325
<b>PGY-6</b>	\$78,716	\$79,503	\$81,093
<b>PGY-7</b>	\$85,123	\$85,974	\$87,694
<b>PGY-8</b>	\$92,055	\$92,976	\$94,835

COLA will be calculated as the annual percentage increase for 2011 in the Alberta All-Items Consumer Price Index as determined by Statistics Canada.

*\*This column shows the figures using the minimum increase of 2%*

### Article 14.08 (a) and (b) – Call Stipends and Emergency Medical Shift Stipends

The Call Stipends will be adjusted as follows:

- Effective July 1, 2010: 0%
- Effective July 1, 2011: 1%
- Effective July 1, 2012: 2% or the percentage increase in Cost of Living, whichever is greater

Type of Call	July 1, 2010	July 1, 2011 [Plus 1%]	July 1, 2012* [Plus 2% or COLA if greater]
In-house Call - Weekday	\$114.11	\$115.25	\$117.56
In-house Call - Weekend/Named Holiday	\$172.80	\$174.53	\$178.02
Home Call - Weekday	\$57.06	\$57.63	\$58.78
Home Call - Weekend/Named Holiday	\$86.40	\$87.26	\$89.01

*\*This column shows the figures using the minimum increase of 2%*

## **Article 22 – Chief or Administrative Resident Physicians**

22.01 (AMENDMENT): A Resident Physician designated as a Chief or Administrative Resident Physician by the appropriate Program Director to perform significant administrative functions ~~in regard to the activities of a group of no less than four (4) Residents~~ shall earn a supplement for such designation at the rate of **\$200** for each approved and filled residency position in the program on September first of that year, to a maximum annual amount of **\$4,000** for each program. This amount shall be paid in two installments, beginning no later than October 1 and ending no later than April 1.

- The minimum threshold of four Resident Physicians has been removed.
- The annual maximum has been increased from \$3,600.00 to \$4,000.00

## **Article 23.05 (b) – Practice Stipend**

- Effective July 1, 2011, the amount of the practice stipend increases to \$2,000.00 per year.

## **Article 21 – Health Benefits**

- Effective July 1, 2011, the Health Spending Account will be converted to a Flexible Spending Account and the Entities will contribute \$1,000.00 to that account each year.
  - The Entities' contribution increases from \$500/year to \$1,000/year.

## **LOU: Transportation from In-House Call**

- This LOU is continued in the new Agreement.
- Effective July 1, 2010, the Entities' contribution increases from \$6,000/year to \$10,000.00/year.