

AGREEMENT

BETWEEN

**The Council of Academic Health Centres of
Alberta**

Consisting of:

Capital Health
Calgary Health Region
Alberta Cancer Board
University of Alberta
University of Calgary

AND

**PROFESSIONAL ASSOCIATION OF RESIDENTS
OF ALBERTA**

2007 to 2010

Agreement made this 16 day of July, AD 2007

BETWEEN:

THE COUNCIL OF ACADEMIC HEALTH CENTRES OF ALBERTA
Consisting of:

Capital Health
Calgary Health Region
Alberta Cancer Board
University of Alberta
University of Calgary

(Hereinafter referred to as the "Authority ")

AND

PROFESSIONAL ASSOCIATION OF RESIDENTS OF ALBERTA

(Hereinafter referred to as "PARA")

PREAMBLE:

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

Where it is the desire of the parties to this Agreement to provide excellence in education and patient care; to maintain professional standards and to promote and maintain an effective and professional working relationship between the Regional Health Authorities, Faculties of Medicine, Program Directors and the Residents;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: DEFINITIONS

- 1.01 A Resident is a physician who is in the process of preparation for licensure by virtue of achieving certification by either the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada. This preparation includes both theory and practice under supervision of qualified physician preceptors conducted in accredited teaching environments including clinical settings. This includes the provision of necessary medical care and participation in the education of peers, junior colleagues and patients.
- 1.02 The Council of Academic Health Centres of Alberta (the Council) is an organization, which includes the Capital Health Authority (CHA), the Calgary Health Region (CHR) the Alberta Cancer Board (ACB), the University of Alberta Faculty of Medicine and Dentistry, and the University of Calgary Faculty of Medicine.
- 1.03 Authority shall mean the Capital Health Authority and the Calgary Health Region and all health facilities, which are a member of, or have a formal reporting relationship to, the Capital Health Authority or Calgary Health Region.
- 1.04 Member Facility shall mean a health facility, which is a member of, or has a formal reporting relationship to, the Capital Health Authority or Calgary Health Region, or a health facility in a Regional Health Authority outside of the Capital Health Authority and Calgary Health Region in which a Resident is present for residency training.
- 1.05 Program Director shall mean the University Residency Program Director, Department Head shall mean the University Academic Department Head, and Associate Dean shall mean the Associate Dean Postgraduate Medical Education.

ARTICLE 2: TERM OF AGREEMENT

- 2.01 Except where otherwise stated in the Agreement, this Agreement unless altered by mutual consent of both parties hereto, shall be in force and effect from and after July 1, 2007 to and include June 30, 2010, and from year to year thereafter, unless notice in writing is given by either party to the other party not less than one (1) calendar month and not more than five (5) calendar months prior to the expiration date of its desire to terminate or amend this Agreement
- 2.02 Where notice is served by either party provisions of this Agreement shall continue until:
- (a) Settlement is agreed upon and a new Agreement signed;
 - (b) If the settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement is signed.
- 2.03 In the event the parties are unable to conclude an Agreement, either party, within ten (10) calendar days of the date the impasse was reached, may submit all remaining non-academic items in dispute to arbitration as provided in Article 28.
- 2.04 Notwithstanding anything else herein, with respect to the application or implementation of any of the following Articles, any dispute or disagreement between an affected member of PARA and a Program Director may, at the option of either or both of them, be referred to the relevant Associate Dean for final decision: Articles 7.02; 9.01; 9.06; 10.01; 10.04; 12.04; 12.05; 17.08. Any unresolved disagreements may be dealt with as per Article 28 Grievance Procedure.

ARTICLE 3: RECOGNITION

- 3.01 The Authority on behalf of the Council recognizes that PARA represents all Resident physicians in Alberta for the purpose of determining non-academic terms and conditions of Resident positions.
- (a) Three categories of Residents shall be recognized:
 - i. Those who are the fiscal responsibility of the Province of Alberta
 - ii. Those who are the fiscal responsibility of any other Canadian entity and have a current letter of engagement, excluding the Department of National Defence
 - iii. Those who are the fiscal responsibility of a foreign entity or the Department of National Defence of Canada.
 - (b) This agreement shall apply to these Residents as follows:
 - i. Fully to all those identified by 3.01(a) i.
 - ii. To all Residents identified by 3.01(a) ii and 3.01 (a) iii, excluding those articles listed in 3.01(d).

- (c) Upon commencing negotiations for all future contracts, agreements or other arrangements pertaining to funding for the training of Residents identified by 3.01(b) iii, the Council shall endeavour to secure for PARA the applicable dues for each such Resident. This amount shall be 50% of the rate applied to Residents at the same PGY level who are the fiscal responsibility of the Province of Alberta. This amount shall be paid on an annual basis.
- (d) This Agreement shall apply to those Residents identified in 3.01(a) iii with the exception of all monetary articles, and without restricting the generality of the foregoing, these monetary articles include the following:
- 6.01, 6.03, 6.04
 - 8.01 in the event the Resident is terminated due to cessation of funding
 - 9 as it applies to any continuation of benefits or income supplementation
 - 10.05, 10.06
 - 11 as it applies to pay
 - 12 as it applies to pay
 - 14 as it applies to any call stipends
 - 20 as it applies to CMPA
 - 21
 - 23
 - 24

These articles may apply at the option of the individual funding agencies, provided that the costs are borne exclusively by these agencies.

- 3.02 PARA recognizes that the Council of Academic Health Centres of Alberta (Council) represents the Authorities for the purpose of determining non-academic terms and conditions of Resident positions.
- 3.03 No Resident may enter into any agreement with the Authority/ Faculty of Medicine covering their residency that may conflict with this Agreement or provide any non-academic term or condition not provided for in this Agreement.
- 3.04 It is recognized that the primary focus of Resident programs will always be educationally based on programs accredited by the College of Family Physicians and Royal College of Physicians and Surgeons of Canada. However, Residents are physicians, working under the supervision of qualified physician preceptors within Member Facilities and other community settings, and therefore also deliver valuable patient services during their educational program.

- 3.05 The Parties, PARA and the Authorities, recognize the unique and diverse roles which Residents play and acknowledge that the multiplicity of roles is fundamental to the training of Residents. In most of these roles, Residents serve as direct providers of clinical service within the Member Facility/ University structure in recognition for which they receive remuneration. The parties further acknowledge that these roles, although distinguishable for the purposes of discussion, are inextricably bound together in the training and practice of Residents. Notwithstanding Article 3.04 the role of Residents in the Member Facility/ University has a significant clinical component, which involves the development of the ability to make independent clinical decisions commensurate with the level of training.

ARTICLE 4: DISCRIMINATION

- 4.01 There shall be no discrimination against any Residents by virtue of their being, or performing their duty as members or officers of PARA or by virtue of sex, sexual orientation, religion, race, age, marital status, political affiliation, physical disability, mental disability, place of residence or in respect of a Resident exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 4.02 Clause 4.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 4.03 PARA and the Council are committed to creating a working environment free of harassment and intimidation, where mutual respect and the ability of staff to work together productively are supported. All parties are committed to cultivating an atmosphere of trust, respect and dignity in all our relationships. Both parties believe in the prevention of harassment and intimidation, including any violation of human rights, and the development of processes that support a safe and supportive environment that protects all people from physical and emotional harm.

ARTICLE 5: LETTER OF ENGAGEMENT AND ORIENTATION

- 5.01 (a) It shall be a condition of each person's residency that they execute with the Faculty of Medicine a Letter of Engagement. This Letter of Engagement shall incorporate by reference the terms and conditions from time to time in force pursuant to this Agreement. PARA shall have the opportunity to review this letter prior to its release to Residents. A copy of this Agreement shall be provided to each Resident at the commencement of their duties.
- (b) Any amendment to the aforementioned Letter of Engagement shall be made with input by PARA prior to its implementation.
- 5.02 The Agreement shall be printed in a format acceptable to both parties and the costs shall be shared equally between the parties.

5.03 The Authority or Faculty shall organize a common orientation session for all new Residents, prior to commencing duties. PARA shall have the opportunity to address the Residents at this session for a minimum of 10 minutes, and distribute any materials with respect to the structure of PARA as well the rights, responsibilities and benefits of this Agreement and of PARA membership.

ARTICLE 6: DUES AND MEMBERSHIP

6.01 Each Resident shall, as a condition of their Letter of Engagement, authorize pay cheque deductions of an amount fixed from time to time by PARA. Deduction of dues shall include deductions on retroactive remuneration.

6.02 PARA shall advise the Authority in writing thirty (30) calendar days in advance of the establishment of, or change in, the amount to be deducted in 6.01.

6.03 The Authority shall deduct the sum referred to in 6.01 in a manner which is consistent with the Authority's pay procedure and forward the sum thus deducted within twenty-eight (28) days of the deduction to PARA together with a list of the Residents from whom the deductions were made.

6.04 The Authority shall supply each Resident with a receipt for income tax purposes recording the total of all deductions paid to PARA during each taxation year.

6.05 The Authority or Faculty shall supply to PARA a list of the Residents, complete with names, positions, departments, home addresses, pager numbers, and e-mail addresses within thirty (30) calendar days of assuming their positions. PARA shall be provided with any amendments to the aforementioned information and shall have access to the Authority's or Faculty's list upon one (1) day's notice.

6.06 The Authority shall distribute to and receive from each Resident under contract, a registration form as provided by PARA

6.07 The Authority shall not be required to collect these registration forms but shall forward those forms received to PARA.

ARTICLE 7: PARA BUSINESS

7.01 (a) Residents designated to represent PARA shall be granted time off without loss of pay for the purpose of carrying out those duties. Such activities shall include:

- meetings of PARA and its national affiliate
- meetings with the Authority or Faculties of Medicine
- appeal, grievance, adjudication, arbitration or accreditation proceedings
- Authority or Faculty proceedings where a Resident has requested, and is entitled to, PARA representation

- meetings with Alberta Health and Wellness up to a maximum of 10 total days in a calendar year
 - meetings of the Alberta Medical Association Board of Directors, Representative Forum, and Physician and Family Support Steering Committee to a maximum of 18 total days in a calendar year.
- (b) Residents designated to represent PARA at meetings of any other organization or committee that PARA has representation upon (directly or through affiliating with other organizations) may be granted time off without loss of pay for the purpose of carrying out those duties with prior consent of their Program Director.
- 7.02 Such time off shall not be of such duration as to seriously interfere with the training requirements for that particular Resident.

ARTICLE 8: POSITION SECURITY

- 8.01 No Resident shall be disciplined, suspended, discharged or otherwise terminated for any non-academic reason except for just cause, the onus of proving which shall be upon the Authority.
- 8.02 All disciplinary warnings, suspensions and dismissals arising from 8.01 shall be given in writing to the Resident involved and shall state the reasons for the warning, suspension or dismissal. The PARA Office and the PARA President shall be notified by secure e-mail within seven (7) calendar days with the name of the individual involved.
- 8.03 Notification of withdrawal or termination for any academic reasons will be submitted in writing to the PARA Office for administrative purposes within seven (7) calendar days.

ARTICLE 9: MATERNITY/PARENTAL LEAVE

- 9.01 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.
- 9.02 The Authority may require a Resident to provide a medical certificate indicating pregnancy and the estimated date of confinement or a legal certificate of adoption.
- 9.03 **Maternity Leave**
- (a) A Resident who becomes pregnant shall be granted a maximum of 17 weeks maternity leave. Such leave may commence up to eight (8) weeks prior to the predicted date of birth.
 - (b) The Resident shall receive up to seventeen (17) weeks of sufficient pay inclusive of the Employment Insurance two-week waiting period to match 90% of her salary when combined with Employment Insurance benefits, for maternity leave.

- (c) If the Resident has a valid health related reason for being absent from work in excess of seventeen (17) weeks, and is eligible for paid Sick or Special leave as per Article 11, the Resident may access the paid Sick or Special leave.
- (d) A Resident will not be required to perform on call duties or scheduled shifts in Emergency Medicine beyond 2400 hours once she has completed 31 weeks of gestation, or earlier if a valid medical reason is provided. This will not itself incur any reduction in pay, nor lengthen training.

9.04 Parental Leave

- (a) In the event of the birth or adoption of a child, where a Resident has not been granted maternity leave, a Resident shall be granted a maximum of two (2) weeks leave of absence with full pay and benefits.
- (b) In addition, a Resident shall receive at his or her request additional leave without pay or benefits totalling up to 52 weeks, inclusive of any leave taken under Articles 9.03, 9.04 in the first 52 weeks following the birth or adoption of a child. The Resident shall be required to give appropriate notice to his/her Program Director of his/her intention regarding the timing of such leave in order to ensure that professional and patient care responsibilities are met.

ARTICLE 10: EDUCATIONAL LEAVE

- 10.01 Residents who are performing at a satisfactory academic level may be granted leave with pay to attend educational events such as medical conferences, provided that the educational event and the attendance at such educational event is approved by the appropriate University Program Director or Department Head. This leave shall not be unreasonably requested or denied.
- 10.02 Educational leave, as referred to herein, shall not be deducted from vacation entitlement.
- 10.03 Outside of those Programs modified to accommodate preparation for Canadian qualifying and licensing examinations through recommendation of their Residency Program Committee, each Resident shall be entitled to up to five (5) working days without loss of pay to prepare and write Canadian qualifying and licensing examinations, which includes those of the Medical Council of Canada, the College of Family Physicians of Canada, and the Royal College of Physicians and Surgeons of Canada.

A Resident shall be granted unpaid leave up to five (5) working days for the purpose of taking American professional certification examinations.
- 10.04 Applications for education leaves of absences shall be made in writing to the Program Director a minimum of four (4) weeks in advance of the exam date in order that Resident substitutions may be arranged. Applications shall

indicate the date of departure on leave and the date of return. Confirmation of the leave shall be made by the Program Director within two (2) weeks of the initial request.

10.05 Remote Training

For Letter of Understanding Re: Article 10.05, see page 31

- (a) Residents shall be reimbursed by the Authority for 100% of costs associated with mandatory training at a site outside of the Health Region in which they normally perform the majority of their duties, which occurs on or after July 1, 2003. The determination of whether such training is mandatory shall be made by the respective Program Director, based on training requirements of the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada for that program.
- (b) Such reimbursement shall be for reasonable travel, lodging, and any additional tuition associated with this remote training, upon presentation of satisfactory receipts.

10.06 Life Support Courses

A Resident shall be reimbursed by the Authority for 100% of the course fees incurred for successfully obtaining "Life Support" courses that are deemed necessary by his/her Program Director and have been approved by the Authority. Examples of such courses include, but are not limited to:

- Advanced Cardiac Life Support (ACLS)
- Advanced Trauma Life Support (ATLS)
- Neonatal Resuscitation Program (NRP)
- Paediatric Advanced Life Support (PALS)
- Advances in Labour Risk and Management (ALARM)

The Authority shall supply to PARA a list of the "Life Support" courses approved by the Authority annually by 1 October. PARA shall be provided with any amendments to the aforementioned information.

Retroactive reimbursement for required courses completed no more than four (4) months prior to a Resident's program commencement is subject to authorization by the Authority.

ARTICLE 11: SICK AND SPECIAL LEAVE

- 11.01 (a) Residents shall be granted special leave without loss of pay and health benefits, as defined in Article 21: Health Benefits, in all reasonable circumstances where it is required for compassionate purposes.
- (b) The granting of such leave shall be in addition to that which an employee is entitled to under other leave provisions.

- 11.02 Residents will, wherever possible, give adequate notice of their intention to take special leave.
- 11.03 Residents shall be provided paid leave and health benefits, as defined in Article 21: Health Benefits, for illness or non-occupational injury until the end of the appointment year or three calendar months within the appointment year whichever occurs first. Coverage under this Article shall commence on the first day the Resident carries out the duties of their appointment.
- In the event that the leave for illness or non-occupational injury occurs in the last three calendar months of the final appointment year, that appointment year shall be extended to ensure coverage up to three calendar months.
- 11.04 In the event the educational requirements are not met, the Resident may be required by the Program Director to make up the period of appointment missed due to the illness or non-occupational injury.
- 11.05 The Resident may be required by the Program Director to submit a medical certificate in support of any illness or non-occupational injury.

ARTICLE 12: VACATION

- 12.01 Residents earn vacation at the rate of one and two-thirds (1 2/3) days per month of service. The year's vacation allotment may be taken during the program year in which it is earned provided that in the event a Resident takes their annual allotment of vacation and then does not complete the year of service, the Authority may recover excess monies paid. Vacation shall be taken at a time that is mutually agreed to between the Resident and the Program Director provided that, if a mutually agreed time cannot be identified, the Program Director shall schedule the vacation period.
- 12.02 Application for vacation shall be made in writing to the Program Director a minimum of eight (8) weeks in advance in order that Resident substitution may be arranged. The Program Director shall make a reasonable effort to accommodate the Resident's request for vacation time. When a Resident submits a request for vacation, the Program Director shall confirm approval or disapproval of the request in writing within two (2) weeks.
- 12.03 Vacation may be taken in any combination of weekly segments up to a maximum of four (4) weeks that is mutually agreed to between the Resident and the Program Director.
- 12.04 A Resident with an appointment period of less than one (1) year shall receive vacation entitlement calculated as follows:
- (Days Paid Within Contract Year/ 261) X 20 (rounded to the nearest half day).

- 12.05 Vacation shall be taken within the period of engagement. Provided the Program Director and the appropriate representative of the Authority gives prior approval, if a Resident is unable to take their vacation in one year because of service commitments, the unused time may be banked except in the situation where the Resident is in their final year of training, in which case the Resident will be paid in lieu of vacation time. Any dispute or disagreement between an affected member of PARA and a Program Director or Authority representative may be referred to the relevant Associate Dean who will consult with PARA before making a final decision.
- 12.06 Vacation days will only be consumed by weekdays taken off that are not:
- Named holidays (Article 13)
 - Weekdays during an emergency medicine rotation or other shift-based rotation where no shift has been scheduled.
 - Educational leave (Article 10)
 - Sick and Special leave (Article 11)
 - Maternity/ Parental leave (Article 9)
 - Days for PARA business (Article 7)
 - Days off during the Christmas or New Year's break in accordance with Article 13.03 (a) and (b)
- 12.07 Residents shall not be scheduled for on-call duties (Article 14) or shifts during vacation. Residents shall not be scheduled for on-call duties or shifts on one of the weekends immediately prior to or following five (5) consecutive weekdays of vacation.

ARTICLE 13: NAMED HOLIDAYS

- 13.01 (a) Residents shall be entitled to the following Named Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Family Day, Christmas Day, Boxing Day and one Floating Day.
- (b) In each event where a Named Holiday falls upon a Saturday or Sunday, the Named Holiday will be considered to lie on either the preceding Friday or following Monday in accordance with standard practice within the Member Facility.
- (c) Pursuant to Article 13.03, provision 13.01(b) does not apply to the following Named Holidays: Christmas Day, Boxing Day and New Year's Day.
- 13.02 A Resident 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. This day shall be scheduled during that same rotation at the time the call schedule is made. In the event that day off cannot be scheduled during the same rotation, it shall be added to the Resident's vacation allotment.

- 13.03 (a) Residents shall receive five (5) consecutive days off duty for Christmas or New Year's Break. The five (5) consecutive days off shall take place either December 23 to December 27, or December 29 to January 2, at the discretion of the Program Director. All Residents shall be available for service on December 28. Where possible, a Resident shall not be scheduled for on-call services the day preceding his or her five (5) consecutive days off. Time in excess of five (5) consecutive days may be granted at the discretion of the Program Director.
- (b) A Resident who is a practitioner of a recognized faith that does not celebrate Christmas Day may request that the five (5) days off duty in Article 13.03 (a) be scheduled at another time to accommodate the observance of an alternative Religious Holiday. The request shall be made by the Resident to the Program Director by August 1st of each program year. The Resident will provide two (2) options for the scheduling of the five (5) consecutive days off and the Program Director will grant one or the other option within two (2) weeks of receiving the request. A Resident who is granted an alternate Religious Holiday shall service regular duty hours (Article 14.02) and on-call duty (Article 14.03) during the Christmas and New Year's break.
- 13.04 In recognition of Residents 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 Residents shall be entitled to a total of three (3) additional flex days off per year without loss of pay. This is in addition to vacation entitlements in Article 12.

ARTICLE 14: ON-CALL

14.01 Definitions

In order to provide quality service and care to patients, safety of operation and enhance the well-being and education of each Resident, duty hours will be limited to provide a balance of patient care, service, clinical experience and academic pursuits. This article will define:

- (a) Regular duty hours
- (b) On-call duty hours

14.02 Regular Duty Hours

- (a) No Resident shall be scheduled or required to perform more than 12 hours of clinical duties in any one day, unless scheduled as on-call.
- (b) Residents on Emergency Medicine rotations who are scheduled for shifts shall not exceed a total of 60 hours of shifts per week.
- (c) No Resident shall be scheduled or required to work any hours on Saturday, Sunday, or Named Holidays (weekend days) with the following exceptions:

1. Where the Resident is scheduled as on-call
2. Where the Resident is scheduled for an Emergency Medicine shift, as part of an Emergency Medicine rotation
3. Where a Resident is not scheduled as on-call on a weekend day, a stipend of \$100 shall be paid to a Resident required to perform patient rounds on an assigned hospital service during a weekend day. Any individual Resident shall collect no more than one stipend amount per day, and the stipend amount shall be paid no more than once per day for any individual service at a hospital site.

14.03 **On-call Duty Hours**

- (a) On-call duty hours refer to those times the Resident carries clinical responsibilities beyond the regular duty hours defined in 15.02. This typically includes evenings, overnight, and weekends. For the purpose of this Article, a weekend will refer to the period of time from 6:00 p.m. Friday to 6:00 a.m. Monday. Two types of on-call duty hours are recognized in practice:

1. In-house call:

In-house call refers to clinical service, or immediate availability for such service, provided by the Resident beyond the regular duty hours, where the Resident is required to remain in the hospital for that time period.

2. Home call:

Home call refers to clinical service, or immediate availability for such service, provided by the Resident beyond the regular duty hours, where the Resident is not required to remain in the hospital for that time period.

- (b) The determination of the type and frequency of on-call shall be made on an educational basis by the departmental Residency Program Committee or its equivalent, subject to consultation with and approval from the relevant Associate Dean.
- (c) All Residents performing on-call duties shall be scheduled for on-call by 28 day blocks, subject to 14.03 (b).

14.04 **In-house call**

- (a) In-house call is on a one-in-four (1:4) basis. The number of days on service is specific to any individual Resident, and reflects the number of days on service subtracting any time the Resident is away on vacation (inclusive of the weekend prior to or following scheduled vacation as per 12.07), Education leave, Sick and Special leave, and Maternity/ Parental leave, as follows:

1- 6 days on service - 1 in-house call
7-10 days on service - 2 in-house calls

11-14 days on service - 3 in-house calls
15-18 days on service - 4 in-house calls
19-22 days on service - 5 in-house calls
23-26 days on service - 6 in-house calls
27-30 days on service - 7 in-house calls
31-34 days on service – 8 in-house calls

For the purpose of call calculation, the weekend free of on-call shall be in the same rotation of the scheduled vacation.

- (b) No Resident shall be scheduled for in-house call duty, or a combination of in-house and home call duty, on two consecutive days.
- (c) i No Resident shall be scheduled for in-house call duty on any portion of more than two weekends out of any four weekends unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.
- (c) ii In the event that a scheduled rotation has five weekends, a Resident shall not be required to work more than three of those five weekends.
- (d) No Resident shall be scheduled for any in-house call duty on any portion of more than two consecutive weekends, unless agreed to by PARA in advance. Scheduling must consider the Resident's immediately preceding call schedule whenever possible. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.
- (e) In the interest of safe patient care and respect for the personal safety, wellbeing, and the educational requirements of the Resident, sign-over of patient care responsibilities and pertinent patient information shall begin no later than the 24th consecutive hour on duty. Apart from handover of patient care responsibilities, no Resident shall be required to assume new responsibilities following the 24th hour of duty. Such handover shall not exceed 2 hours.
- (f) Whereas In-house call maximums are defined in Article 14.03 (a) and are averaged over a defined number of days on service, a Resident shall not be required to perform more than four (4) In-house calls in a period of less than ten (10) consecutive days, unless requested by the Resident in advance.

14.05 **Home call**

- (a) "Home call" for the purpose of 14.05 refers to home call or a combination of home call and in-house call.
- (b) Home Call is on a one-in-three (1:3) basis. The number of days on service is specific to any individual Resident, and reflects the number of days on service subtracting any time the Resident is away on vacation (inclusive of the weekend prior to or following scheduled

vacation as per 12.07), Education leave, Sick and Special leave, and Maternity/ Parental leave, as follows:

- 1- 5 days on service - 1 home call
- 6-8 days on service - 2 home calls
- 9-11 days on service - 3 home calls
- 12-14 days on service - 4 home calls
- 15-17 days on service - 5 home calls
- 18-20 days on service - 6 home calls
- 21-23 days on service - 7 home calls
- 24-26 days on service - 8 home calls
- 27-29 days on service - 9 home calls
- 30-32 days on service - 10 home calls

For the purpose of call calculation, the weekend free of on-call shall be in the same rotation of the scheduled vacation.

- (c) No Resident shall be scheduled for home call more than three consecutive days, unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.
- (d) No Resident shall be scheduled for home call duty on any portion of more than two weekends out of any four weekends, unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.
- (e) No Resident shall be scheduled for home call duty on any portion of more than two consecutive weekends, unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance. Scheduling must consider the Resident's immediately preceding call schedule whenever possible.
- (f) In the interest of safe patient care and respect for the personal safety, wellbeing, and educational requirements for the Resident, any Resident on home call who stays in or returns to the hospital to attend to a patient between the hours of 12:00 a.m. and 6:00 a.m. is entitled to relieve themselves of all responsibilities immediately after handover of patient care responsibilities. Handover shall commence no later than the 24th hour of duty and shall not exceed 2 hours.

14.06 All duty schedules shall be provided to PARA and the affected Residents on a monthly basis and available at least one (1) week prior to its effective date. Nothing in this sub clause precludes changes to the posted schedule due to unforeseen circumstances, but these changes shall be communicated to PARA by the end of that scheduling period.

14.07 In the event PARA believes the limits of 14.02, 14.04, or 14.05 are not being adhered to; PARA may refer the issue through the relevant Associate Dean

to PGME Council. Failing resolution, PARA may refer the issue to an Adjudication Board constituted pursuant to Article 27.

14.08 **Call Stipends**

Residents shall receive on-call remuneration for each in-house and home-call assigned per Article 14.03 as follows:

(a) **In-House Call**- Residents shall receive remuneration for each In-house call assigned and worked. For clarity, In-house call stipends shall be paid for any form of In-house call coverage lasting twelve hours or more, of which one full hour is after midnight and before 6 a.m. Remuneration for In-house call shall be as follows:

- i. **Weekday In-house Call:** Effective July 1, 2007, a Resident shall receive remuneration at a rate of \$104.50 for every weekday In-house call assigned and worked. For the purpose of remuneration, the weekday In-house call rate shall apply to In-house call shifts that commence on weekdays (Monday through Friday).

Effective July 1, 2008, the rate for weekday In-house call stipends shall be \$109.20

Effective July 1, 2009, the rate for weekday In-house call stipends shall be \$114.11.

- ii. **Weekend/ Named Holiday In-house Call:** Effective July 1, 2007, a Resident shall receive remuneration at a rate of \$120 for every In-house call worked on a weekend or Named Holiday as defined in Article 13.01 (a). For clarity, the in-house call rate for weekends and Named Holidays shall apply to on-call shifts that commence after 0500 hours on Saturday, Sunday and Named Holidays.

Effective July 1, 2008, the rate of In-house call stipends for call performed on weekends and Named Holidays shall be \$144.

Effective July 1, 2009, the rate of In-house call stipends for call performed on weekends and Named Holidays shall be \$172.80.

(b) **Home-Call** – Residents shall receive remuneration for each Home-call assigned and worked. Remuneration for Home-call shifts shall also apply to shifts worked in emergency medicine where one full hour worked on the shift occurs between midnight and 6 a.m. Remuneration for Home-call shifts shall be as follows:

- i. **Weekday Home-Call:** Effective July 1, 2007, a Resident shall receive remuneration at a rate of \$52.25 for every weekday Home-call assigned and worked, and emergency medicine shifts where one full hour worked on the shift occurs between midnight and 6 a.m. For the purpose of remuneration, the weekday Home-call rate shall apply to Home-call shifts that commence on weekdays (Monday through Friday),

Effective July 1, 2008, the rate for Home-call stipends shall increase to \$54.60.

Effective July 1, 2009, the rate for Home-call stipends shall increase to \$57.06

- ii. **Weekend/Named Holiday Home-Call:** Effective July 1, 2007, a Resident shall receive remuneration at a rate of \$60 for every Home-call or emergency medicine shifts where one full hour worked on the shift occurs between midnight and 6 a.m., on a weekend or Named Holiday as defined in Article 13.01 (a). For clarity, weekend and Named Holiday rates shall apply to home-call shifts that commence after 0500 hours and exceed seven (7) hours on Saturday, Sunday or a Named Holiday.

Effective July 1, 2008, the rate of Home-call stipends for call performed on weekends and Named Holidays shall be \$72.

Effective July 1, 2009, the rate of Home-call stipends for call performed on weekends and Named Holidays shall be \$86.40.

- (c) A Resident who is scheduled on Home call but who is required to work more than four hours in hospital during the call period, of which more than one full hour is past 12:00 a.m. and before 6:00 a.m., shall be remunerated at the rate for In-House call. The rate of compensation will account for pay differentials for weekends and Named Holidays (Article 14.08 (a) ii and 14.08 (b) ii). The Authority shall have the right to implement reasonable rules to verify that Residents are entitled to be paid the In-House call rate for that call period.
- (d) Remuneration for call shall be paid no less frequently than on a quarterly basis, payable in the second pay period following the end of the quarter. Entitlement to the call stipend may be determined from examination by the Authority of the monthly call schedules, or by such other measures as the Authority reasonably requires of the Resident.
- (e) PARA will be provided no less frequently than on a quarterly basis, with information concerning the number of Home-call and In-House call stipends paid to each Resident, and the dates on which each call or shift was worked. This information will include the Resident's full name, service and hospital site.
- (f) PARA dues will also be deducted from call stipend payments.

ARTICLE 15: UNIFORMS

- 15.01 Uniforms such as lab coats, scrub suits or equivalent shall be provided and laundered at no charge by the Authority for all Residents.

ARTICLE 16: FACILITIES

- 16.01 The Authority/Member Facility shall provide a mail slot for each Resident on the Member Facility premises.
- 16.02 The Authority/Member Facility shall make available suitable hot and cold food letting services to the Resident when on-call, throughout the time periods indicated as regular duty periods and the worked night duty periods.
- 16.03 The Authority/Member Facility shall provide a bulletin board for the purpose of posting PARA notices. This bulletin board will be located in a suitable and accessible location to be agreed upon by both parties.
- 16.04 The Authority/Member Facility shall make available electrical plug-in parking facilities available twenty-four (24) hours a day and reasonably accessible to the Member Facility for Residents on duty or emergency call-back. Where two or more security personnel of the Member Facility are on duty, they shall be reasonably available to escort any Resident concerned for his/her safety to and from the parking site. A universal sticker or pass recognized by all Member Facilities shall be provided for Residents provided that the Residents apply and pay for the sticker through the Authority that is responsible to pay the salary of the Resident.
- 16.05 The Authority/Member Facility shall provide adequate coat change room facilities with locker space available for each Resident.
- 16.06 PARA shall be represented on the Authority's/Member Facility's Occupational Health and Safety Committee or such equivalent Committee by one representative appointed by PARA
- 16.07 In order to facilitate continuity of care, each Resident shall be supplied his or her own pocket pager by the Authority/Member Facility for the term of the residency. There shall be no cost to the Resident for the use or reasonable maintenance of the pocket pager, including batteries as supplied by the Authorities, for the term of the residency.
- 16.08 Should a Resident have significant professional or educational concerns in respect of providing routine IV, ECG, Phlebotomy, and Respiratory Support Services on a regular and continuous basis, the Resident shall be entitled to appeal to the Associate Dean about such concerns for final decision. In this regard the Resident should provide in writing to the Associate Dean a comprehensive statement of the concerns.
- 16.09 The Resident shall be provided, free of charge, full vaccination services for hepatitis, rubella and influenza; and rubella serology and mantoux testing for tuberculosis. Where a Resident requires varicella immunization and/or titre as a result of or related to the Resident's duties, it will also be provided at no cost.
- 16.10 Council and PARA are committed to the provision of a safe and secure work environment for Residents.

ARTICLE 17: REFERENCE LIBRARIES

- 17.01 The Authority/Member Facility shall make available access to adequate current medical informatics.
- 17.02 These facilities shall have twenty-four (24) hour availability.

ARTICLE 18: ON-CALL FACILITIES

For Letter of Understanding Re: Article 18, see page 34

- 18.01 The Authority shall provide on-call and lounge facilities for Residents, and The Authority and PARA endeavour/agree to work towards achieving and maintaining ideal on-call /lounge facilities through regular consultation and discussion between the parties. In addition, the Authority will consult with representatives of PARA during the planning stages of major renovations, construction of new buildings, or conversion of existing on-call facilities.
- 18.02 (a) The ideal on-call facility should include:
- conventional bed (not a hide-a-bed or hospital bed).
 - desk with reading lamp and chair.
 - private phone.
 - reasonable closet facilities.
 - a locking door.
 - daily housekeeping services.
 - adjoining bathroom with sink, toilet and bath or a reasonably sized shower, provided in a ratio of not more than two on-call rooms per bathroom.
 - an on-call room that is not shared with any other resident on-call at the same time and is not used as an office facility during the day.
- (b) The ideal lounge should include:
- television
 - refrigerator
 - microwave
 - toaster
 - hospital terminal and printer
 - all in good working order and replaced as necessary
- 18.03 (a) When the Authority deems an area of operation to be of a critical nature, it shall provide to the Resident who has responsibility for covering such area, an on-call facility in the same building as that critical area.
- (b) It is desirable that all other on-call facilities be situated in the same building or in an adjoining but physically connected building as the area of responsibility of the covering Resident.
- (c) When an on-call facility or lounge is found to be deficient in one of the areas listed in 18.03 (a) and (b) and the Authority is notified in writing, the

Authority shall have six (6) weeks to acknowledge receipt and arrange a meeting in accordance with 18.01.

- 18.04 Where Residents scheduled for home-call are consistently staying in the hospital for long periods overnight, the Authority shall endeavour to provide on-call facilities for these Residents.

ARTICLE 19: TRANSPORTATION INSURANCE

- 19.01 The Authority agrees to provide transportation insurance coverage for Residents, consisting of life insurance and disability insurance as presently carried under the Travel Accident Insurance (transportation of the ill and injured) policy in force.
- 19.02 The Authority shall provide annually to PARA adequate details of the Resident Travel Accident Insurance Coverage.

ARTICLE 20: LIABILITY INSURANCE

- 20.01(a) Membership in the Canadian Medical Protective Association (CMPA) shall be a requirement for each Resident, effective September 1, 2003.
- (b) No reimbursement shall be provided by the Authority for the cost of CMPA dues.
- (c) The Authority agrees to provide liability insurance coverage for Residents at the same or greater level of coverage as is in force at January 1, 1982.

ARTICLE 21: HEALTH BENEFITS

- 21.01 The Authority shall pay seventy-five (75) percent of the monthly premium for the Alberta Health Care Insurance Plan for Residents and their dependents, excluding sponsored premiums.
- 21.02 The Authority shall pay seventy-five (75) percent of the monthly premium of the Regional Alberta Blue Cross standard supplementary health benefits plan or equivalent for Residents and their dependants, excluding sponsored premiums.
- 21.03 The Authority shall provide a dental plan equivalent to the Regional Alberta Blue Cross Standard Dental Plan to each participating Resident and their dependants and the Authority shall pay seventy five (75) percent of the monthly premiums of such a plan. The dental plan shall consist of eighty (80) percent basic coverage, fifty (50) percent major coverage, and fifty (50) percent orthodontic coverage, and shall be available to each Resident and their dependants.
- 21.04 The Authority shall pay to PARA 0.8 per cent of the payroll applicable to Residents under this Agreement on a monthly basis, or such other similar basis consistent with the payroll system of the Authority. PARA shall apply

such payment toward the purchase and administration of a Long Term Disability Plan for its members.

- 21.05 The Authority shall provide a Health Spending Account of \$330 per year for each Resident. The Health Spending Account may be utilized by the Residents for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in 21.02 and 21.03.

Effective July 1, 2008, the Health Spending Account shall increase to \$400.

Effective July 1, 2009, the Health Spending Account shall increase to \$500.

- 21.06 The Authority shall cover one-hundred (100) per cent of the cost incurred with providing benefit to Residents who are in need of assessment and/or treatment and require assistance on compassionate grounds, thus ensuring that a Resident is safe to practice. Administration shall be through the Alberta Medical Association in conjunction with the Compassionate Expense Program.

- 21.07 The above coverage noted in 21.01, 21.02, 21.03, and 21.05 shall not be interrupted when a Resident changes Authorities in the Province of Alberta.

ARTICLE 22: CHIEF OR ADMINISTRATIVE RESIDENTS

- 22.01 A Resident designated as a Chief or Administrative Resident 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 \$180 for each approved and filled residency position in the program on September 1 of that year, to a maximum annual amount of \$3,600 for each program. This amount shall be paid in at least two instalments, beginning no later than October 1 and ending no later than April 1.
- 22.02 Where the Resident is a Chief or Administrative Resident for only part of the year or when two or more Residents act as Co-Chief or Co-Administrative Residents, the amount of the supplement to be paid shall be pro-rated according to the time spent in that category.
- 22.03 By definition, the significant administrative functions may include and are illustrated by, but are not limited to, the following: 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 23: REMUNERATION

23.01 There shall be eight levels of remuneration for Residents as outlined below.

Pay Level I - Includes all Residents in their first year of a residency training program.

Pay Level II - Includes all second year Residents having completed one (1) year of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading to certification in that program, and all second year family medicine Residents in College of Family Physicians of Canada programs.

Pay Level III - Includes all third year Residents having completed two (2) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program, and all third year family medicine Residents in College of Family Physicians of Canada programs.

Pay Level IV - Includes all fourth year Residents having completed three (3) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level V - Includes all fifth year Residents having completed four (4) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level VI - Includes all sixth year Residents having completed five (5) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level VII - Includes all seventh year Residents having completed six (6) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level VIII - Includes all eighth year Residents having completed seven (7) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

23.02 A Resident who transfers into another program shall not have his or her Pay Level reduced. Advances through to Pay Levels in the new program shall be according to the number of completed years approved by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada for the program to which he or she is transferring.

23.03 **Part-time Residents**

Special arrangements may be made on a case-by-case basis for those Residents who have a need to complete a residency-training program on a part-time basis.

Requirements shall include approval from the Resident, PARA, and the Associate Dean, and a subsequent Letter of Understanding signed by each party.

Principles for the terms of this arrangement shall include:

- Pay Level based on the number of years of accredited training completed in that program, as defined by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada, as leading towards certification in that program.
- Compliance with the regulations of the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada as appropriate
- Actual pay as a prorated amount of this Pay Level, based on the fractional time commitment of the Resident compared to “fulltime” in that program.
- Provision of full benefits

23.04 **Clinical Investigator Program (CIP)**

- (a) Residents participating in the CIP shall be remunerated during each year of the program, and shall receive full benefits.
- (b) The Pay Level for Residents during the CIP, and upon return to their regular residency program, will account for the total number of years of accredited training completed in both their regular residency program and the CIP. For example, a Resident who completes three (3) years of a regular five (5) year residency program before entering the CIP would be paid at Pay Level IV during the first year of the CIP and Pay Level V in the second year. Upon returning to the regular residency program, they would be paid at Pay Level VI during their first year back (4th year of the regular program) and at Pay Level VII for their final year.

23.05 a) **Pay Levels**

The annual rates of pay shall be:

Effective July 1, 2007

Pay Level I	\$48,763
Pay Level II	\$54,069
Pay Level III	\$58,304
Pay Level IV	\$62,542
Pay Level V	\$67,843
Pay Level VI	\$72,083
Pay Level VII	\$77,950
Pay Level VIII	\$84,298

Effective July 1, 2008

Pay Level I	\$50,957
Pay Level II	\$56,502
Pay Level III	\$60,927
Pay Level IV	\$65,357
Pay Level V	\$70,896
Pay Level VI	\$75,327
Pay Level VII	\$81,457
Pay Level VIII	\$88,091

Effective July 1, 2009

Pay Level I	\$53,250
Pay Level II	\$59,045
Pay Level III	\$63,669
Pay Level IV	\$68,298
Pay Level V	\$74,087
Pay Level VI	\$78,716
Pay Level VII	\$85,123
Pay Level VIII	\$92,055

23.05 (b) **Practice Stipend**

In addition to these Pay Levels, all Residents shall receive an annual Practice Stipend to be paid on September 1st of each year, in the amount of \$1,587.

Effective July 1, 2008, the Practice Stipend shall increase to \$1,740.

Effective July 1, 2009, the Practice Stipend shall increase to \$1,845.

ARTICLE 24: INTERRUPTION OF DUTIES

24.01 This Article will survive the term of this Agreement and continue in effect during the course of any renegotiations for a new Agreement, as long as the right to binding arbitration exists.

24.02 PARA and its members accept the professional responsibility to maintain the full terms of their engagement as Residents at the Member Facility and agree not to disrupt the proper operation of the Member Facility in any way whether by refusal to perform their regular duties, walkout, work to rule or other activities in concert designed to restrict the provision of services to the Member Facility.

24.03 Subject to Article 8, the Authority accepts the responsibility to use reasonable efforts to maintain the terms of engagement of Residents and agrees not to discontinue, or threaten to discontinue, or otherwise interrupt its responsibilities under this Agreement for the purpose of compelling PARA or its members to accept terms and conditions not covered under this Agreement.

- 24.04 In case of breach or threatened violation of this Agreement, either PARA or the Authority may apply to the Court to restrain the conduct complained of and, PARA, its members and the Authority all agree to be bound by any court order granted.

ARTICLE 25: JOINT CONSULTATION COMMITTEE

- 25.01 There shall be a Joint Council-PARA Consultation Committee consisting of representatives from PARA, the Faculties of Medicine and the Authorities, the objective of which shall be to serve as a forum for the exchange of information, to develop and maintain a spirit of co-operation and mutual respect between the parties, and to review any general matters of mutual concern between the parties. Such discussions shall not include grievances and changes to the Agreement. The Committee shall establish its own terms of reference.

ARTICLE 26: GRIEVANCE PROCEDURE

- 26.01 If a difference arises between the Authority and a Resident regarding the interpretation, application or alleged violation of this Agreement, the grieving party (the Authority, the Resident, or PARA) shall reduce the difference to writing specifying the nature of the difference, the Article(s) of this Agreement claimed to have been violated and the redress sought to a subcommittee of PARA

- 26.02 If this subcommittee does not agree with the grieving party, the defined difference shall not be pursued further.

- 26.03 If this subcommittee does agree with the grieving party the grieving party shall follow the procedure herein defined:

(a) **Step 1**

Within twenty-eight (28) calendar days of the occurrence of the act causing the difference or when the grieving party should have become reasonably aware of the act giving rise to the difference, the grieving party shall first seek to settle the difference through discussion with the Authority's Chief Clinical Officer or equivalent. The decision shall be made known to the grieving party within seven (7) calendar days of the discussion. If the difference is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) **Step 2**

Within seven (7) calendar days of receiving the decision of the Chief Clinical Officer or equivalent, the grievance shall be submitted by PARA, in writing, to the Authority's Chief Executive Officer (CEO) or designate, defining the nature of the grievance, the Article(s) claimed to have been violated and the redress sought. The decision of the CEO shall be communicated, in writing, to PARA and the grieving party within fourteen (14) calendar days of the submission.

(c) **Step 3**

If the decision of the CEO is not acceptable to the grieving party, PARA shall advise the CEO and the grieving party of its position on the grievance, which shall be either:

- (i) That PARA supports the grievance and submits it to adjudication.
- (ii) That PARA does not support the grievance and that it will not consent to its being submitted to adjudication.
- (iii) That PARA consents to the matter going to adjudication, but that the liability for the costs of the adjudication shall be borne by the individual Resident and not by PARA or the Authority.

26.04 **Default**

- (a) Should the Resident or PARA fail to comply with any time limits in the grievance procedure, the grievance shall be deemed to have been abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Authority fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

26.05 Except in cases of suspension or dismissal, during any and all proceedings outlined in this Article, the Resident shall continue to perform their duties faithfully.

ARTICLE 27: ADJUDICATION

- 27.01 The Notice of Submission to adjudication shall define the nature of the grievance, the Article(s) of this Agreement claimed to be violated, the redress sought and the name of its nominee to the Adjudication Board, or its desire to submit the grievance to a single Adjudicator, suggesting one or more names of persons it is willing to accept as Adjudicator.
- 27.02 If the parties are unable to agree to the appointment of a single Adjudicator within seven (7) calendar days of the notice defined in 27.01, either party may serve the other with a notice indicating that it wishes an Adjudication Board to be established and stating the name of its appointee to the Adjudication Board.
- 27.03 Within fourteen (14) calendar days after receipt of the notice requesting the establishment of an Adjudication Board, the other party shall name its nominee to the Adjudication Board.

- 27.04 Within a further seven (7) calendar days, the two (2) nominees shall endeavour to agree upon a mutually acceptable Chairman of the Adjudication Board.
- 27.05 If the recipient of the initial notice of submission to adjudication fails to appoint its nominee within the time specified in 27.03 hereof, or if the two (2) nominees fail to agree upon a Chairman within the time specified in 27.04 hereof, then in either case, the appointment shall be made by a Justice of the Court of Queen's Bench of Alberta, upon the request of either party with prior written notice to the other party.
- 27.06 The single Adjudicator or the Adjudication Board shall hear and determine the grievance and shall issue an award, in writing, and the award is final and binding upon the parties and upon any individual affected by it. The decision of a majority is the award of the Adjudication Board, but if there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Adjudication Board.
- 27.07 Each party shall bear the expense of its respective nominee to the Adjudication Board and the two parties shall share equally the expenses of the Chairman. In the event a single Adjudicator is appointed, the two (2) parties shall share equally his expenses.
- 27.08 No person shall be appointed as a member of an Adjudication Board if that person has been involved in an attempt to settle the difference.
- 27.09 Except as permitted by 29.10, the single Adjudicator or Adjudication Board by its award shall not alter, amend or change any terms or conditions of the Agreement.
- 27.10 If a single Adjudicator or an Adjudication Board by its award determines that a Resident has been discharged or otherwise disciplined by the Authority for cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the adjudication, the single Adjudicator or the Adjudication Board may substitute such other penalty for the discharge or discipline as to it deems just and reasonable in all the circumstances, including but not limited to, reinstatement.
- 27.11 Where it appears to an Adjudicator or Adjudication Board that a Resident has been discharged or disciplined for an academic reason rather than a non-academic reason, he shall deny the grievance.
- 27.12 Any of the time limits herein contained in the grievance or adjudication proceedings may be extended if mutually agreed to in writing by the parties.
- 27.13 A submission to adjudication under this Article shall be a submission to arbitration within the meaning of the Arbitration Act.

ARTICLE 28: ARBITRATION

- 28.01 A party desiring arbitration shall serve written notice to the other party requesting arbitration of those non-academic items in dispute and shall name its nominee to the Arbitration Board. The non-academic items in dispute shall be specified in the notice.
- 28.02 Within fourteen (14) calendar days after receipt of such notice to arbitrate, the other party shall name its nominee to the Arbitration Board.
- 28.03 Within a further seven (7) calendar days, the two (2) nominees shall endeavour to agree upon a mutually acceptable Chairman of the Arbitration Board.
- 28.04 If the recipient of the initial notice to arbitrate fails to appoint its nominee within the time specified in 30.02 hereof, or if the two (2) nominees fail to agree upon a Chairman within the time specified in 28.03 hereof, then, in either case, the appointment shall be made by a Justice of the Court of Queen's Bench of Alberta, upon the request of either party with prior written notice to the other party.
- 28.05 As soon as possible after the Arbitration Board is constituted, it shall proceed to make full inquiry and shall endeavour to bring about agreement between the parties in relation to the non-academic items in dispute referred to it.
- 28.06 The Arbitration Board shall have the power to determine its own procedures and shall give full opportunity to the parties to present evidence and be heard.
- 28.07 In the event the Arbitration Board is unable to assist the parties to conclude an Agreement within fourteen (14) days of the Arbitration Board being established or such longer period as the Chairman of the Arbitration Board directs, then after making full enquiry and without undue delay, the Arbitration Board shall, in respect of the items in dispute, make its award in writing and such award is final and binding upon the parties and upon any Resident affected by it. The decision of the majority of the arbitrators is the award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board. The parties request the Board to hand down its award within three (3) weeks of concluding its hearings.
- 28.08 Upon receipt of the award of the Arbitration Board, then the parties shall forthwith prepare a new Agreement giving effect to those matters settled by the parties prior to proceeding to arbitration or at the arbitration hearings together with the award of the Arbitration Board.
- 28.09 If the Authority or PARA neglects or refuses to participate in the preparation of an Agreement in accordance with 28.08, the other party may prepare the Agreement and shall submit the Agreement to the Arbitration Board.

- 28.10 Where the Arbitration Board receives an Agreement and is satisfied that it gives effect to its award and that there are no other non-academic items remaining in dispute, the Arbitration Board shall certify the Agreement as accurate.
- 28.11 In the case of any dispute as to wording in any Article to give effect to the award, the Arbitration Board shall resolve the wording, which shall be final and binding on the parties.
- 28.12 Upon the Agreement being certified by the Arbitration Board, the parties shall sign the Agreement.
- 28.13 If, at the expiration of the ten (10) calendar days after the date upon which the Agreement has been completed or the Arbitration Board has certified the Agreement, any party fails to sign it, the Agreement nonetheless becomes binding upon the parties as if they had both signed the Agreement and is effective on the date of settlement as specified in the arbitration award.
- 28.14 Each party shall bear the expense of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 28.15 Notwithstanding the time limits referred to herein, any of them may be extended at any time upon mutual written agreement of the parties.
- 28.16 No person shall be appointed as a Chairman of an Arbitration Board if he has been involved in an attempt to negotiate or settle the dispute.
- 28.17 Subject to 28.18 and 28.19, the Arbitration Board shall have jurisdiction to determine:
- (a) The terms and conditions of all non-academic matters in dispute, and
 - (b) Whether a matter in dispute is a non-academic matter, which can be separated from the academic program without in any way adversely affecting that program so as to accord with the parties' intent as, expressed in 28.19.
- 28.18 In the event the Arbitration Board is required to determine whether a matter in dispute is a non-academic matter, the Faculties of Medicine shall be invited by the Arbitration Board to make representations with respect to such matters at its hearings prior to any decision by the Arbitration Board, and for this purpose, shall receive notice of proceedings and of any written submissions made by the parties.
- 28.19 The Arbitration Board shall respect and consider in its deliberations, the intent of all parties that Residents be able to meet the requirements of their academic programs as specified by the appropriate licensing and examining bodies.

LETTER OF UNDERSTANDING

Between:

The Council of Academic Health Centres of Alberta and Professional Association of Residents of Alberta

Re: **ARTICLE 10.05 – REMOTE TRAINING**

The intent of the Article is to minimize the extra costs the Resident incurs completing mandatory remote training (not otherwise reimbursed through other agencies). It is not to replace the Resident's regular living costs i.e. food.

The following expenses are deemed to be reasonable expenses within the meaning of clause 10.05 (b):

- Accommodations – up to \$1,000 per month, or subject to prior approval for such greater amount deemed to be reasonable in the circumstances.
- Travel – one (1) round trip for every 4 weeks to a maximum of \$1,000 per trip, or subject to prior approval for such greater amount deemed to be reasonable in the circumstances.

Reimbursement will be for the actual transport used. Claimants are encouraged to use the least expensive method amongst economy airfare, bus, train or mileage at the current mileage rate of the applicable Authority. Receipts including taxi chits are required for all items claimed.

Reimbursement shall occur through the submission of an Authority expense claim form.

LETTER OF UNDERSTANDING - Effective until June 30, 2008

Between:

The Council of Academic Health Centres of Alberta and Professional Association of Residents of Alberta

Re: **ARTICLE 14 – ON-CALL**

Re: Combined Call

The parties will establish a working group, comprised of representatives of PARA, the Authorities, and the Postgraduate Medical Education Deans' offices to review programs which currently do "combined call" and to formalize guidelines for the scheduling of "combined call".

The working group shall meet within at least 60 days following ratification of the Agreement and make recommendations to the parties by January 31, 2008.

LETTER OF UNDERSTANDING - Effective until June 30, 2010

Between:

The Council of Academic Health Centres of Alberta and Professional Association of Residents of Alberta

Re: **ARTICLE 14 – ON-CALL**

Re: Transportation from In-house Call to Home

Within 60 days following ratification of the Agreement, the Council will provide PARA a grant not to exceed \$6,000 per year for the purpose of establishing a Transportation from In-house Call Fund in consideration of the re-imbusement of taxi fare to Residents who feel they are unsafe to drive from the Member Facility to their residence after in-house call.

This grant approval is subject to the following terms and conditions, namely:

- All grant funds must only be used for purposes directly related to transportation from in-house call to home.
- Funds will be disbursed on a one-time basis.
- Annual reports on the use of these funds are to be provided at the request of the Council.
- Any grant funds remaining as of 30 June 2010 shall be returned to the Council.
- The contribution of the Council to this Fund is to be acknowledged, in a manner satisfactory to the Council, on all material for public distribution developed through this grant. The acknowledgement should read: "Funding for this project was provided by the Council of Academic Health Centres of Alberta."

LETTER OF UNDERSTANDING

Between:

The Council of Academic Health Centres of Alberta and Professional Association of Residents of Alberta

Re: **ARTICLE 18 – ON-CALL FACILITIES**

1. In agreeing to work towards achieving ideal on-call facilities outlined in Article 18.02 (a) and (b) and lounge and Emergency Room work space facilities within the spirit of Article 18.01, the parties have agreed to a process of regular consultation and discussion as set out below. The parties recognize that the provision of ideal on-call, lounge and Emergency Room work space facilities will occur incrementally in the context of competing interests during the capital planning process.
2. Should either party determine that an area(s) falls below the ideal, there will be consultation between PARA representative(s) and RHA representative(s). The discussions will focus on the concerns found within each respective RHA.
3. The above discussions will result in written documents outlining the prioritization of needs to improve on-call/lounge facilities.
4. The above written documents will serve as “requests”, which will be submitted to the respective Authority Capital Planning processes for consideration with all other “capital” requests.
5. PARA representative(s) will be able to present at the respective Authority Capital Planning process if presentations form a normal part of the Authority Capital Planning process.

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