Agreement

Between

Alberta Health Services (AHS),
The Governors of the University of Alberta (UAlberta)

and

The Governors of the University of Calgary (UCalgary)
(as one Party to the Agreement)

and

The Professional Association of Resident Physicians of Alberta (PARA)
(as the other Party to the Agreement)

July 1, 2024 – June 30, 2028

Numerical Index

PREAMBLE

Where it is the desire of the parties to this Agreement to provide excellence in patient care and education, it is the obligation of the parties to maintain professional standards and to promote and maintain an effective, mutually beneficial, and professional working relationship.

PURPOSE STATEMENT

This Agreement describes the terms and conditions applicable to Resident Physicians related to the provision of health care services within a learning environment.

VALUES STATEMENT

The parties to this Agreement are committed to a learning and working environment free of harassment and intimidation where mutual respect and the ability to work together productively are promoted and supported.

The parties support the prevention of harassment and intimidation and the development of processes that promote and support a safe learning and work environment that protects all people from physical, psychological, and emotional harm.

The parties are committed to cultivating an atmosphere of trust, respect, and dignity in all their relationships.

ARTICLE 1: DEFINITIONS

1.01 **Resident Physician**

a) A Resident Physician is a post-graduate trainee who has received an M.D. degree or equivalent and is in the process of preparation for certification by either the College of Family Physicians of Canada (CFPC) or the Royal College of Physicians and Surgeons of Canada (RCPSC). This preparation includes both theory and practice under supervision of qualified physician preceptors conducted in approved learning environments. The scope of work includes the provision of necessary medical care as scheduled by the applicable program, participation in the education of peers, colleagues, students and patients, and participation in their own education.

b) The following individuals are not considered Resident Physicians for the purposes of this Agreement:

i. Individuals registered for training in an accredited residency program in Alberta who will only be eligible, through program completion and examination, for affiliate membership in the RCPSC.

ii. Individuals who are members of another Provincial Housestaff Organization (PHO) in Canada who are temporarily in Alberta for a component of their residency training such as may occur with interuniversity affiliation agreements, electives, or other agreed upon program elements.

iii. Individuals who are temporarily registered at one of the Faculties for a short term placement as part of their residency training such as those on international electives.

1.02 **Duty Hours**

The scheduled time required to ensure the completion of the Resident Physician's scope of work (as defined in Article 1.01). Duty hours include standard duty hours, shift based duty hours, and on-call duty hours as set out in Article 23.

1.03 **Training Facility**

Training Facility means any health facility which is a member of or has a formal reporting relationship with AHS or other provincial health agency and any other approved clinical learning environment, where a Resident Physician is present for residency training.

1.04 **Program Director**

Program Director means the Faculty officer responsible for the overall conduct of the integrated residency training program and appointed by the Faculty and recognized by the respective accrediting college.

1.05 **Associate Dean**

Associate Dean means the Associate Dean Postgraduate Medical Education of each Faculty who is the senior Faculty officer appointed to be responsible for the overall conduct and supervision of postgraduate medical education within that Faculty.

1.06 **Faculties**

Faculties mean collectively, the University of Alberta Faculty of Medicine and Dentistry and the University of Calgary Cumming School of Medicine. A Faculty shall mean one of the Faculties.

1.07 **Appointment Year**

The Appointment Year refers to the time period each Resident Physician spends at each postgraduate level as defined by the Faculty Letter of Engagement (see Article 6.01). The Appointment Year may have different start and end dates from the Academic Year.

1.08 **Academic Year**

The Academic Year for residency training means the twelve (12) month period as defined by the Faculties.

1.09 **Zone Medical Director**

Zone Medical Director is the most senior administrative medical leader within each AHS Zone and is appointed by the Chief Medical Officer.

ARTICLE 2: TERM OF AGREEMENT

2.01 **Term**

Except where otherwise stated in the Agreement, this Agreement (unless altered by consent of the parties hereto) shall be in force and effect from and after July 1, 2024 to and including June 30, 2028, 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 **Notice**

Where notice of termination is served by either party to this Agreement, provisions of this Agreement shall continue until:

a) Settlement is agreed upon and a new Agreement signed; or

b) An arbitration decision is issued and a new Agreement is signed.

2.03 **Arbitration**

In the event that the parties are unable to conclude an Agreement, either party may provide the other party with at least ten (10) days' notice and may submit all remaining non-academic items in dispute to arbitration as provided for in Article 40.

ARTICLE 3: RECOGNITION

3.01 **PARA Recognition**

PARA is recognized as the sole and exclusive representative of all Resident Physicians for the purposes of this Agreement.

3.02 **Resident Physician Recognition**

The parties recognize the diverse and complex roles of Resident Physicians as service providers and learners. Within the learning environment, Resident Physicians are developing the ability to make independent clinical decisions commensurate with their level of training. These roles, although distinguishable for the purposes of discussion, are inextricably bound together in the training and practice of Resident Physicians.

ARTICLE 4: APPLICATION OF AGREEMENT

4.01 Application of this Agreement:

a) This Agreement applies in its entirety to Resident Physicians who are the fiscal responsibility of the Province of Alberta or any other Canadian province or territory.

b) This Agreement applies to Resident Physicians who are not the fiscal responsibility of the Province of Alberta or any other Canadian province or territory with the exception of the monetary provisions of the Agreement (see Appendix A for a list of the monetary provisions).

ARTICLE 5: NO DISCRIMINATION

5.01 There shall be no discrimination against Resident Physicians by virtue of:

a) their being or performing their duty as members, directors, or officers of PARA, or

b) any of the grounds protected under the *Alberta Human Rights Act*, such as race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, or

c) exercising any right conferred under this Agreement or law of Canada or Alberta.

5.02 Article 5.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 6: CONDITIONS OF RESIDENCY

6.01 **Letter of Engagement**

a) It shall be a condition of each Resident Physician's residency that a Letter of Engagement is executed with the responsible Faculty. The Letter of Engagement shall incorporate by reference the terms and conditions of this Agreement.

b) PARA and AHS shall have the opportunity to review and provide input into any template Letter of Engagement prior to its release to Resident Physicians and the responsible Faculty shall consider such input.

c) In order for the terms and conditions of this Agreement to be applicable to a Resident Physician, the Resident Physician must first:

i. sign and return the Letter of Engagement to the applicable Faculty,

ii. complete all pre-commencement requirements including orientation, and

iii. commence duties.

6.02 **Resident Physician Agreement**

Each Resident Physician shall be provided with access to this Agreement.

6.03 **Pre-commencement Mandatory Orientation**

AHS and each of the Faculties shall organize mandatory orientation sessions for all new Resident Physicians prior to commencing duties. PARA shall have the opportunity to address the Resident Physicians at these sessions for a minimum of 10 minutes and distribute any materials with respect to the structure of PARA as well as the rights, responsibilities and benefits of this Agreement and of PARA membership.

Additional mandatory program-specific orientations shall occur after commencement of duties.

ARTICLE 7: DUES AND MEMBERSHIP

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

7.02 PARA shall advise AHS in writing thirty (30) days in advance of the establishment of, or change in, the amount to be deducted in Article 7.01.

7.03 AHS shall deduct the dues referred to in Article 7.01 in a manner consistent with AHS payroll procedure. The dues collected each month shall be forwarded to PARA within the first fifteen (15) days of the following month along with a list of Resident Physicians from whom dues deductions were made.

7.04 AHS shall report the total of dues paid to PARA in each calendar year for each Resident Physician, by way of Box 44 on the T4 slip, for income tax purposes.

7.05 The Faculties will supply PARA with lists of Resident Physicians, complete with names, training level, program, start date, funding source, home addresses, pager numbers, and email addresses. These lists shall be provided by July 7 of each year or the next business day if July 7 falls on Saturday or Sunday.

The Faculties will supply PARA with lists of the Lead Resident Physicians (names and email addresses) as soon as possible, or in any event, to the extent that they are known by July 15th of each year. It is recognized that these lists will be incomplete and changes occur throughout the year.

PARA shall be provided with any amendments to the original lists provided on a monthly basis. As well, PARA shall have access to either the AHS or each Faculty's list upon one (1) day's notice.

7.06 The Faculties shall provide to PARA the applicable dues for each Resident Physician identified under Article 4.01(b). The amount of dues shall be fifty (50) percent of the rate applied to Resident Physicians identified under Article 4.01(a). This amount shall be paid on an annual basis.

ARTICLE 8: PARA BUSINESS

8.01 Requests for time off for the purposes of PARA business shall be made to the applicable Program Director as far in advance of the meeting as possible and shall not be unreasonably denied.

8.02 Resident Physicians, who are meeting expectations in training and who are designated to represent PARA, shall be granted time off without loss of pay for the purpose of carrying out those duties. Such duties shall include:

a) PARA Assembly delegates

- For PARA Assembly meetings up to a maximum of four (4) days each Academic Year

b) PARA Executive Board members

- For PARA Assembly meetings up to a maximum of four (4) days each Academic Year
- For PARA Executive Board meetings up to a maximum of four (4) days each Academic Year

c) meetings of PARA's national affiliate up to a maximum of twelve (12) days each Academic Year for one (1) PARA representative and two (2) other Resident Physicians;

d) meetings with AHS or Faculties;

e) appeal, grievance, adjudication, arbitration or accreditation proceedings;

f) AHS or Faculty proceedings where a Resident Physician has requested and is entitled to PARA representation;

g) meetings with Alberta Health up to a maximum of ten (10) total days each Academic Year for one (1) PARA representative;

h) meetings of the Alberta Medical Association (AMA) Board of Directors to a maximum of twelve (12) days each Academic Year for one (1) PARA representative;

i) meetings of the AMA Representative Forum to a maximum of six (6) days each Academic Year for two (2) PARA representatives; and

j) meetings of the College of Physicians and Surgeons of Alberta Council to a maximum of twelve (12) days each Academic Year for one (1) PARA representative.

8.03 Resident Physicians designated to represent PARA at meetings of any other organization or committee that PARA has representation upon (directly or through affiliation with other organizations) may, with the prior consent of their Program Director, be granted time off without loss of pay for the purpose of carrying out those duties.

8.04 The time off granted for PARA business shall not be of such duration as to seriously interfere with the training requirements for that particular Resident Physician or service provision, as determined by the applicable Program Director.

ARTICLE 9: POSITION SECURITY

9.01 No Resident Physician shall be disciplined, suspended, dismissed or otherwise terminated for any non-academic reasons except for just cause, the onus of proving which shall be upon AHS.

9.02 **Disciplinary Action**

a) All discipline arising from Article 9.01 shall be given in writing to the Resident Physician involved and shall state the reason(s) for the discipline. If the discipline arises from a third party complaint, the Resident Physician shall be provided with a copy of the complaint and the name of the complainant, subject to Article 38.03(a).

b) The PARA Chief Executive Officer shall be notified by AHS of any discipline by secure email with the name of the Resident Physician involved at the same time that the Resident Physician receives notification of any discipline.

9.03 Notification of withdrawal or dismissal for any academic reasons will be submitted by the applicable Faculty in writing to the PARA Chief Executive Officer and AHS for administrative purposes within seven (7) days.

9.04 Maintenance of Residency Position During Extended Absences

a) (i) Subject to Articles 10.01 and 10.02, a Resident Physician who has been approved for a leave of absence shall return to residency on the approved return date. If such return is not possible, the Resident Physician must contact the applicable Program Director to advise that they are unable to return as anticipated and to apply for an extension of the leave of absence.

(ii) In the event that the Program has not heard from the Resident Physician within thirty (30) days of the approved return date, the applicable Associate Dean will attempt to contact the Resident Physician by telephone and e-mail. In the event that such contact is not possible, the applicable Associate Dean will advise the Resident Physician by registered letter that, unless they are in contact within seven (7) day from documented receipt of the letter, their residency may be terminated.

(b) (i) For absences where there is no pre-approved end date (for example unpaid sick leave), where feasible, it is the responsibility of the Resident Physician to maintain contact with their Program Director throughout the absence to discuss potential accommodations or return dates.

(ii) Where the Resident Physician has been away for twelve (12) months, with no contact from the Resident Physician with their program, the applicable Associate Dean will attempt to contact the Resident Physician by telephone, e-mail, and mail to identify potential accommodation opportunities and an anticipated return date.

(iii) If the Resident Physician has been away for fifteen (15) months and did not respond to the previous Associate Dean communication, a registered letter will be sent to the Resident Physician advising that continued absence, without any communication may result in the termination of their residency training.

(iv) If the Resident Physician has been away for eighteen (18) months, with no contact from the Resident Physician with their program, no response to previous Associate Dean communications and no estimated return date, their residency training shall be terminated and they shall be notified of such termination by registered letter.

(c) AHS and PARA shall be copied on all correspondence sent to the Resident Physician under this Article.

ARTICLE 10: GENERAL LEAVE OF ABSENCE PROVISIONS

10.01 Applications for leaves of absence shall be made by the Resident Physician, in writing, to the Program Director as early as possible in advance of their requested leave in order to ensure that professional and patient-care responsibilities are met. Applications shall indicate the planned date of departure on leave and the date of return. Applications for Educational Leave and Exam Leave must be made at least twenty-eight (28) days in advance of the event. In situations where the Resident Physician is made aware of the exam date or there is a change in the exam date less than twenty-eight (28) days before the exam, the Resident Physician must apply for Exam leave as soon as possible.

10.02 Confirmation of approval or denial of anticipated leave of absence requests shall be made by the Program Director or designate within fourteen (14) days of receipt of the initial request.

10.03 Where a Resident Physician is granted a leave of absence of more than one (1) months' duration, the Resident Physician may, subject to the insurers' requirements, make prior arrangement for the prepayment for 100% of the premiums for the plans for which they had coverage prior to the commencement of the leave of absence for a period of up to twelve (12) months. This provision does not apply to sick leave, vacation, unpaid medical leave, or long term disability absences. (See Article 32: Health Benefits for Waiver of Premium provisions)

10.04 A leave of absence may require an extension of the Resident Physician's program as determined by the Program Director. Consequently, the Resident Physician is strongly encouraged to review the impact of the requested leave of absence on training requirements with their Program Director at the earliest opportunity to minimize disruption to the Resident Physician's training program.

10.05 The Resident Physician may not work for gain as a Resident Physician during an approved paid leave of absence except with the advance express consent of AHS.

ARTICLE 11: MATERNITY/PARENTAL LEAVE

11.01 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.

11.02 **Proof for Leave**

a) AHS may require a Resident Physician to provide proof to support the maternity leave. Such proof may include a medical certificate confirming pregnancy and the estimated date of delivery.

b) For parental leave related to adoption, AHS may require a Resident Physician to provide a legal certificate of adoption.

11.03 **Maternity Leave**

a) Eligibility for maternity leave pay and benefits commences eight (8) weeks following the first day that the Resident Physician commences the duties of their appointment. If leave is required prior to completing eight (8) weeks of service, the Resident Physician may be eligible for sick leave and/or an unpaid general leave of absence in accordance with Articles 17 and 18.

b) A Resident Physician who is pregnant shall be granted a maximum of seventeen (17) weeks of maternity leave. Such leave may commence up to eight (8) weeks prior to the predicted date of birth and shall commence no later than the date of delivery.

c) The Resident Physician shall receive up to seventeen (17) weeks of sufficient pay inclusive of the Employment Insurance one (1) week waiting period to match ninety percent (90%) of their salary when combined with Employment Insurance benefits for maternity leave.

d) If the Resident Physician has a valid health-related reason for being absent from work prior to eight (8) weeks before their estimated delivery date or following seventeen (17) weeks of maternity leave, and is eligible for paid Sick Leave as per Article 17, the Resident Physician may access the paid Sick Leave.

e) For medical accommodation prior to the commencement of maternity leave, refer to Article 19.02.

f) When a maternity leave commences in the final year of training, maternity pay and benefits will conclude at the end of the final Appointment Year, unless the Resident Physician's appointment is extended and the Resident Physician is required to return at the conclusion of the maternity leave.

g) A Resident Physician whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 11.03(b) such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

11.04 **Parental Leave**

a) In the event of the birth or adoption of a child, where a Resident Physician has not been granted maternity leave, a Resident Physician shall be granted a maximum of two (2) weeks leave of absence with full pay and benefits to be taken within the first fifty-two (52) weeks following the birth or adoption of a child.

b) In addition, a Resident Physician shall receive at their request additional leave without pay or benefits as follows:

   i. Maternity Leave granted – total leave of up to seventy-eight (78) weeks inclusive of any leave taken under Article 11.03(b), or

   ii. No Maternity Leave granted – total leave of up to sixty-two (62) weeks inclusive of any leave taken under Article 11.04(a).

c) In the event that the parental leave relates to the adoption of a child, the leave may commence on one (1) day's notice, provided the application for such leave is made when the adoption has been approved and the Program Director is kept informed of the progress of the adoption proceedings.

ARTICLE 12: EDUCATIONAL LEAVE

12.01 **Types of Leave**

Resident Physicians who are meeting expectations in training may be granted educational leaves of absence as follows:

a) Short Term Educational Leave:

   i. is intended to allow for attendance at educational events such as medical conferences, provided that the educational event and the Resident Physician's attendance at such event are approved by the appropriate Program Director,

   ii. must be for a period of fourteen (14) days or less, and

   iii. shall be with pay.

b) Long Term Educational Leave:

i. is for a non-program required course, program or degree,

ii. is for a period of longer than fourteen (14) days, and

iii. the entire long term educational leave shall be without pay.

12.02 **Applications for Educational Leave**

a) Applications for short term educational leaves of absence shall be made a minimum of twenty-eight (28) days in advance of the event in order to ensure appropriate service coverage.

b) Applications for long term educational leaves of absences shall be made a minimum of eight (8) weeks in advance of the requested commencement of the leave in order to ensure appropriate service coverage.

c) All applications for educational leave shall be made in writing to the Program Director and shall indicate the date of departure on leave and the date of return.

d) Confirmation of the approval or denial of the leave request shall be provided to the Resident Physician by the Program Director within fourteen (14) days of the initial request.

12.03 Educational Leave, as referred to herein, shall not be deducted from vacation allotment.

ARTICLE 13: EXAM AND STUDY LEAVE

13.01 Each Resident Physician shall be entitled to up to five (5) consecutive days off without loss of pay to write each Canadian qualifying and certifying examination component, which include those of the Medical Council of Canada, the College of Family Physicians of Canada, and the Royal College of Physicians and Surgeons of Canada. The days off will be as follows:

a) Travel required – the day prior to outbound travel, the day of outbound travel, one (1) or two (2) days as required to attend the actual examination, and one (1) day for return travel, or
b) No travel required – the day prior to the examination, one (1) or two (2) days as required to attend the actual examination.

13.02 Subject to patient care considerations and at the request of the Resident Physician, a Resident Physician will not be scheduled for on-call duty in the period seventy-two (72) hours prior to the Exam Leave described in Article 13.01. In addition, Resident Physicians shall work only Standard Duty Hours (i.e. no more than twelve (12) hours per day) during this period.

13.03 Study Leave

a) Subject to patient care considerations and at the request of the Resident Physician, a Resident Physician will be granted up to five (5) non-consecutive days off during the eight (8) weeks preceding the Exam Leave described in Article 13.01. These non-consecutive days off will be standard or shift-based duty hours days. At the discretion of the Program Director, some of these days may be taken consecutively.

b) Applications for study leave shall be made in writing to the Program Director a minimum of twenty-eight (28) days in advance of the block in which the study leave is being requested to ensure appropriate service coverage. Confirmation of the leave shall be made by the Program Director within fourteen (14) days of the initial request.

13.04 A Resident Physician may be granted unpaid leave up to ten (10) days total over the course of their residency program for the purpose of taking all the components of the United States Medical Licensing Examination (USMLE).

13.05 Applications for exam leaves of absence shall be made in writing to the Program Director a minimum of twenty-eight (28) days in advance of the exam date to ensure appropriate service coverage. 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 fourteen (14) days of the initial request.

ARTICLE 14: SPECIAL LEAVE

14.01 Resident Physicians shall be granted up to a maximum of five (5) days in each Appointment Year of Special Leave, without loss of pay and health benefits, as defined in Article 32: Health Benefits. Special Leave includes reasonable circumstances where the Resident Physician is unable to report to service due to an unanticipated circumstance which requires the Resident Physician's personal attention and which may include illness in the Resident Physician's immediate family. A Resident Physician may be required to submit satisfactory proof demonstrating the need for Special Leave.

14.02 Resident Physicians will communicate their need for Special leave to their clinical supervisor and Program Director as soon as possible.

ARTICLE 15: COMPASSIONATE LEAVE

15.01 Upon request, a Resident Physician may be granted leave of absence for compassionate reasons. For the first five (5) days of such leave of absence, the Resident Physician shall suffer no loss of pay or health benefits, as defined in Article 32: Health Benefits. In extenuating circumstances, paid compassionate leave may be extended by up to a maximum of five (5) additional days subject to approval of the Associate Dean. Such extension shall not be unreasonably requested or denied. If further time off is required, such additional leave shall be subject to the approval of the Associate Dean and shall be unpaid.

ARTICLE 16: BEREAVEMENT LEAVE

16.01 Upon request, a Resident Physician shall be granted leave of absence in the event of the death of a relative of the Resident Physician. For the first five (5) days of such leave of absence, the Resident Physician shall suffer no loss of pay or health benefits, as defined in Article 32: Health Benefits. In extenuating circumstances, paid bereavement leave may be extended by up to a maximum of five (5) additional days subject to approval of the Associate Dean. Such extension shall not be unreasonably requested or denied. If further time off is required, such additional leave shall be subject to the approval of the Associate Dean and shall be unpaid.

ARTICLE 17: SICK LEAVE

17.01 Resident Physicians shall be provided paid leave and health benefits, as defined in Article 32: Health Benefits, for illness or non-occupational injury for a total of up to ninety (90) days for each Appointment Year. Coverage under this Article shall commence on the first day the Resident Physician carries out the duties of their appointment.

In the event that the leave for illness or non-occupational injury occurs in the last ninety (90) days of the final Appointment Year, that Appointment Year shall be extended to ensure coverage for up to ninety (90) days of sick leave benefits at which time the Resident Physician may become eligible to receive long term disability benefits.

17.02 In the event the educational requirements are not met, the Resident Physician may be required by the Program Director to make up the period of appointment missed due to the illness or non-occupational injury.

17.03 The Resident Physician may be required by the Program Director to submit a medical certificate in support of any illness or non-occupational injury.

ARTICLE 18: UNPAID GENERAL LEAVE

18.01 Under the *Alberta Employment Standards Code*, there are guaranteed unpaid leaves of absence which will be honoured under this Agreement upon written request.

18.02 A General Leave of Absence without pay, not guaranteed under Article 18.01, may be granted to a Resident Physician at the discretion of the Program Director and Associate Dean. Resident Physicians may request an unpaid leave of absence for any reason. All applications need to be made in writing to the Program Director and shall indicate the date of departure on leave and return date.

ARTICLE 19: ACCOMMODATION IN TRAINING DUE TO MEDICAL LIMITATIONS

19.01 The parties recognize that the training for Resident Physicians is such that an extended absence or modification due to medical limitations could present difficulties in the completion of the training program. Under certain circumstances, it may be beneficial to the Resident Physician and the parties to this Agreement to have the training modified to enable the Resident Physician to complete training.

In such cases, the Resident Physician affected, or who anticipates such need, shall identify the issue and potential training modification shall be reviewed in accordance with the review processes put in place by the applicable Faculty. The Program Director shall modify training consistent with the recommendations arising out of this review process, provided that the required standard of training for certification can still be met.

19.02 Unless a pregnant Resident Physician otherwise chooses, they will not be required to perform on-call duties in excess of twelve (12) hours or between 2400 and 0600 hours, nor be scheduled for standard or shift based duty hours in excess of twelve (12) hours or between 2400 and 0600 once they have completed twenty-four (24) weeks of gestation, or earlier if a valid medical reason is provided. AHS may require a medical certificate confirming any medical restrictions related to the provision of services by the Resident Physician during pregnancy.

ARTICLE 20: VACATION

20.01 **Vacation Entitlement**

a) Resident Physicians are entitled to twenty (20) days of paid vacation time per Appointment Year. Such vacation shall be pro-rated for part-time Resident Physicians (see Article 36).

b) In the unusual circumstance where a Resident Physician has an appointment of less than one (1) year, the Resident Physician shall receive vacation entitlement calculated as follows:

(# of days within appointment/365) x 20 = vacation (rounded to the nearest half day)

c) If a Resident Physician takes the annual allotment of vacation then does not complete the Appointment Year, AHS may recover excess monies paid from the Resident Physician.

20.02 **Vacation Scheduling**

a) Vacation shall be taken at a time that is mutually agreed upon between the Resident Physician and the Program Director. If a mutually agreed time cannot be identified, the Program Director shall schedule the vacation period and shall provide the Resident Physician with at least eight (8) weeks' notice.

b) Vacation is typically taken in any combination of weekly segments up to a maximum of four (4) weeks that is mutually agreed upon between the Resident Physician and the Program Director or designate. Vacation periods may be less than one full week at the discretion of the Program Director or designate.

c) Applications for vacation shall be made in writing to the Program Director or designate a minimum of eight (8) weeks in advance in order to ensure appropriate service coverage.

d) The Program Director or designate shall make a reasonable effort to accommodate the Resident Physician's request for vacation time.

e) The Program Director or designate shall confirm approval or denial of the vacation request in writing within fourteen (14) days of receiving the request.

f) The Program Director or designate shall advise AHS of approved vacation time.

20.03 **Vacation Time**

a) Vacation shall be taken within the Appointment Year.

b) Vacation Payout – If a Resident Physician is unable to take their annual allotment of vacation because of service commitments, the Resident Physician shall be paid in lieu for unused vacation time. After appropriate review, such payment shall be made in the pay period following the end of the Appointment Year.

c) Dispute – Any dispute or disagreement between a Resident Physician and the Program shall be referred to the relevant Associate Dean who will consult with PARA and AHS before making a final decision.

20.04 Vacation days will not be consumed by:

- PARA Business (Article 8)
- Maternity/Parental Leave (Article 11)
- Educational Leave (Article 12)
- Exam and Study Leave (Article 13)
- Special Leave (Article 14)
- Compassionate Leave (Article 15)
- Bereavement Leave (Article 16)
- Sick Leave (Article 17)
- Named Holidays (Article 21)
- Winter Break (Article 21)
- Personal Days (Article 22)
- Weekdays where no shift has been scheduled

20.05 Resident Physicians shall not be scheduled for:

a) On-call duties (Article 23) or shifts past 2400 hours the day prior to vacation or during vacation; nor

b) On-call duties or shifts on one (1) of the weekends immediately prior to or following five (5) consecutive weekdays of vacation.

ARTICLE 21: NAMED HOLIDAYS

21.01 a) Resident Physicians shall be entitled to time off with pay for the following Named Holidays:

- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Heritage Day
- Labour Day
- Thanksgiving Day
- Remembrance Day

and any day proclaimed to be a holiday by the Government of Canada, the Province of Alberta or the government of the municipality as a civic holiday for the applicable municipal community.

b) i. Where a Named Holiday falls on a Saturday or Sunday, the Named Holiday will be considered to occur on either the preceding Friday or following Monday as determined by the AHS payroll guidelines.

ii. Notwithstanding Article 21.01(b)(i), when Canada Day (July 1) falls on a Saturday, incoming Resident Physicians who commence their residency on July 1 and who are scheduled on-call on July 1, will be provided with an alternative day in lieu of the Named Holiday, if they are not provided with the following Monday off in Lieu of July 1 in accordance with Article 21.01(b)(i).

c) Articles 21.01(a) and 21.01(b) do not apply to the following days:

- New Year's Day
- Christmas Day
- Boxing Day

Time off with pay for these days occurs pursuant to Article 21.03.

21.02 A Resident Physician who is scheduled to and commences work on the Named Holiday pursuant to Articles 21.01(a) and 21.01(b) shall have another working day off with pay in lieu of the Named Holiday. This work includes on-call duty hours and shift based duty hours. The day in lieu shall be scheduled during the same rotation at the time the call schedule is made. In the event that the day in lieu cannot be scheduled during the same rotation, it shall be added to the Resident Physician's vacation allotment.

21.03 **Winter Break (Block 7)**

a) Subject to patient care requirements as determined by the Program Director in consultation with AHS, Resident Physicians will receive six (6) consecutive days off duty with pay between December 20 and January 5 in lieu of Christmas Day, Boxing Day, and New Year's Day. This provision takes advantage of the seasonal slowdown in health services to afford Resident Physicians with an extended period of rest away from their regular duties.

b) There will be no additional time off in lieu of Christmas Day, Boxing Day, and New Year's Day for Resident Physicians who work between December 20 and January 5 provided they have received their six (6) consecutive days off as per Article 21.03(a).

The parties recognize that this provision represents a special situation and that standard, shift-based and on-call duty hours (Article 23) are to be maintained prior to and after the six (6) day block. Duty schedules may be amended to meet the terms of this provision and meet patient care service requirements.

c) Where possible, Resident Physicians shall not be scheduled for on-call service the day preceding the six (6) consecutive days off.

d) Time off in excess of six (6) consecutive days may be granted at the discretion of the Program Director.

e) In recognition that residents may need to coordinate winter break plans, the schedule for Block 7, including days off and call duties, will be released no later than November 1 of the same year.

21.04 **Alternate Religious Holiday**

a) A Resident Physician may request that the six (6) consecutive days off duty in Article 21.03 be scheduled at another time to accommodate the observance of an alternative religious holiday.

b) The request shall be made by the Resident Physician to the Program Director by August 1 of each year.

c) The Resident Physician will provide two (2) options for the scheduling of the six (6) consecutive days off and the Program Director will grant one of the options within fourteen (14) days of receiving the request.

d) A Resident Physician who is granted an alternate religious holiday shall work standard, shift based, and on-call duty hours (Article 23) as applicable during the period between December 20 and January 5.

e) For Resident Physicians receiving the alternate six (6) consecutive days off, there shall be no additional time off in lieu of Christmas Day, Boxing Day, and New Year's Day for work between December 20 and January 5.

ARTICLE 22: PERSONAL DAYS

22.01 In recognition of Resident Physicians who are scheduled and take call the day before a Named Holiday resulting in working a portion of the Named Holiday, all Resident Physicians shall be entitled to four (4) personal days off each Appointment Year without loss of pay. These personal days are not part of the vacation entitlement (see Article 20).

22.02 Personal days shall be taken within the Appointment Year.

ARTICLE 23: DUTY HOURS SCHEDULING

23.01 **Preamble**

a) The assignment of scheduled duty hours will be the responsibility of the applicable Program Director to meet service needs and achieve accreditation standards by balancing patient care, service, clinical experience, and academic pursuits in order to provide quality service and safe care to patients as well as enhance the well-being and education of each Resident Physician.

b) For the purposes of this Article, Saturday, Sunday, and Named Holidays shall be referred to as 'weekend days'.

c) The limitations set out in this Article define the duty hours to be worked by all Resident Physicians, except as described under Article 23.08.

d) The minimum rest period between in-house duty hour shifts is ten (10) hours. This includes standard duty hours, shift-based duty hours, call shifts and handover where an individual has been required to work 'in-house' providing service and is not being provided a post-call day off.

e) Resident Physicians shall be scheduled for a maximum of eighty (80) hours per week averaged over a four (4) week block, inclusive of standard duty hours, shift based duty hours, call shifts, handover and rounds.

f) Resident Physicians shall not be required to work more than twenty four (24) consecutive hours plus two (2) additional hours for handover. This is inclusive of standard duty hours, shift-based duty hours, call shifts and rounds.

g) Handover must occur immediately following the conclusion of the standard duty shift or call shift and cannot exceed two (2) hours.

h) Where it is safe to do so, Resident Physicians may voluntarily choose to stay beyond the maximum hours specified in 23.01 (e), (f) and (g) above for purposes of enhanced learning opportunities. However, they cannot be compelled to work beyond these hours and no additional payment or stipends will apply in these situations.

23.02 **Standard Duty Hours**

a) Standard Duty Hours refers to scheduled work performed from Monday through Friday during daytime hours.

b) No Resident Physician shall be scheduled or required to perform more than twelve (12) hours of clinical duties on any one (1) weekday, unless scheduled as on-call.

c) With the exception of shift based rotations, no Resident Physician shall be scheduled or required to work any hours on weekend days unless the Resident Physician is scheduled as on-call.

23.03 **Shift-Based Duty Hours**

a) Shift-based duty hours are an alternative scheduling practice involving blocks of scheduled time to address patient care needs not covered by standard duty hours or on-call duty hours.

b) Resident Physicians on shift-based rotations:

i. shall not exceed a total of sixty (60) hours of scheduled shifts per week,

ii. shall not be required to work additional on-call duties, and

iii. may be scheduled or required to work on weekend days.

c) No Resident Physician shall be scheduled for shift based duty hours on any portion of more than two (2) weekends out of any four (4) weekends.

23.04 **On-call Duty Hour**

a) On-call duty hours refer to those times the Resident Physician carries clinical responsibilities beyond the standard duty hours defined in Article 23.02. This typically includes evenings, overnight, and weekends. For the purpose of this Article, a weekend will refer to the period of time from 1800 hours Friday to 0600 hours Monday. Two (2) types of on-call duty hours are recognized in practice:

i. In-house call:

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

ii. Home call:

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

a) The determination of the type and frequency of on-call shall be made on the basis of service delivery and educational requirements by the departmental Residency Program Committee or its equivalent, subject to consultation with and approval from the relevant Associate Dean and AHS.

b) All Resident Physicians performing on-call duties shall be scheduled for on-call by twenty-eight (28) day blocks, subject to Article 23.02.

23.05 **In-house Call Scheduling**

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 Physician, and reflects the number of days on service subtracting any time the Resident Physician is away on vacation (inclusive of the weekend prior to or following scheduled vacation as per Article 20.05), Maternity/Parental Leave, Educational Leave, Exam and Study Leave, Special Leave, Compassionate Leave, Bereavement Leave, and Sick 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

The 31-34 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.

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

b) No Resident Physician shall be scheduled for in-house call duty, or a combination of in-house and home call duty, on two (2) consecutive days.

c) **Weekends**

Scheduling must consider the Resident Physician's immediately preceding call schedule whenever possible. To enable this, the Resident Physician should provide the preceding call schedule as soon as possible. The scheduling must make every reasonable attempt to create a call schedule regarding weekends within the Agreement guidelines.

i. No Resident Physician shall be scheduled for in-house call duty on any portion of more than two (2) weekends out of any four (4) weekends.

ii. In the event that a scheduled rotation has five (5) weekends, a Resident Physician shall not be required to work more than three (3) of those five (5) weekends.

iii. No Resident Physician shall be scheduled for any in-house call duty on any portion of more than two (2) consecutive weekends.

d) In the interest of safe patient care and respect for the personal safety, well-being, and the educational requirements of the Resident Physician, sign-over of patient-care responsibilities and pertinent patient information shall begin no later than the twenty-fourth (24^{th}) consecutive hour on duty. Apart from handover of patient-care responsibilities, no Resident Physician shall be required to assume new responsibilities following the twenty-fourth (24^{th}) hour of duty. Such handover shall not exceed two (2) hours.

e) Whereas in-house call maximums are defined in Article 23.05(a) and are averaged over a defined number of days on service, a Resident Physician 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 Physician in advance.

23.06 **Home Call Scheduling**

a) Home call is on a one-in-three (1:3) basis. The number of days on service is specific to any individual Resident Physician, and reflects the number of days on service subtracting any time the Resident Physician is away on vacation (inclusive of the weekend prior to or following scheduled vacation as per Article 20.05), Maternity/Parental Leave, Educational Leave, Exam and Study Leave, Special Leave, Compassionate Leave, Bereavement Leave, and Sick 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

The 30-32 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.

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

b) No Resident Physician shall be scheduled for home call more than three (3) consecutive days.

c) **Weekends**

Scheduling must consider the Resident Physician's immediately preceding call schedule whenever possible. To enable this, the Resident Physician should provide the preceding call schedule as soon as possible. Then scheduling must make every reasonable attempt to create call schedule regarding weekends within the Agreement guidelines.

i. No Resident Physician shall be scheduled for home call duty on any portion of more than two (2) weekends out of any four (4) weekends.

ii. In the event that a scheduled rotation has five (5) weekends, a Resident Physician shall not be required to work more than three (3) of those five (5) weekends.

iii. No Resident Physician shall be scheduled for home call duty on any portion of more than two (2) consecutive weekends.

d) In the interest of safe patient care and respect for the personal safety, well-being, and educational requirements for the Resident Physician, any Resident Physician on home call who stays in or returns to the Training Facility to attend to a patient between the hours of midnight and 0600 hours is entitled to relieve themselves of all responsibilities immediately after handover of patient-care responsibilities. Handover shall commence no later than the twenty-fourth (24^{th}) hour of duty and shall not exceed two (2) hours.

23.07 **Combined Call Scheduling**

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 (inclusive of the weekend prior to or following scheduled vacation as per Article 20.05), Maternity/Parental Leave, Educational Leave, Exam and Study Leave, Special Leave, Compassionate Leave, Bereavement Leave, and Sick Leave, as follows:

On primarily home call service:

9 home calls	0 in-house call
8 home calls	1 in-house call
7 home calls	2 in-house calls
6 home calls	2 in-house calls
5 home calls	3 in-house calls
4 home calls	4 in-house calls

On primarily in-house call service:

7 in-house calls 0 home call
6 in-house calls 1 home call
5 in-house calls 2 home calls
4 in-house calls 4 home calls

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

c) **Weekends**

Scheduling must consider the Resident Physician's immediately preceding call schedule whenever possible. To enable this, the Resident Physician should provide the preceding call schedule as soon as possible. Then scheduling must make every reasonable attempt to create call schedule regarding weekends within the Agreement guidelines.

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

ii. In the event that a scheduled rotation has five (5) weekends, a Resident Physician shall not be required to work more than three (3) of those five (5) weekends.

iii. No Resident Physician shall be scheduled for call on any more than two (2) consecutive weekends.

23.08 **Weekend Rounds**

Weekend rounds must occur at the start or end of standard duty hour shift or call shift and cannot exceed two (2) hours.

23.09 **Alternative Duty Schedules**

Where Resident Physicians in a program desire to have flexibility to schedule themselves outside the limitations of this Agreement and the Program Director is in agreement, while ensuring that appropriate patient care coverage is maintained, the following process must be followed:

a) Initiated by Resident Physicians, a request, using the template provided by PARA and AHS, for an alternative scheduling system is sent to PARA, AHS, and the applicable Associate Dean in the form of a letter of understanding (LOU) signed by the Lead Resident Physician(s) and supported by the Program Director.

b) The Parties will review the proposed LOU to ensure that the request improves both Resident Physician wellbeing and patient care.

c) Once all parties have approved the alternative scheduling system, the LOU will be in force for the current Academic Year. Renewal and approval of the LOU must be done on an annual basis.

23.10 **Communication of Duty Schedules to Resident Physicians and PARA**

a) All duty schedules shall be provided to PARA, for information only, and to the affected Resident Physicians on a regular basis and available at least four (4) weeks 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.

b) In the event PARA believes the limits of outlined in Article 23 are not being adhered to, PARA may refer the issue through the relevant Associate Dean to the relevant PGME Committee. Failing resolution, PARA may refer the issue to the Joint Communication Committee (JCC).

ARTICLE 24: UNIFORMS

24.01 If required by the Training Facility, uniforms such as standard lab coats, scrub suits or equivalent shall be provided to the Resident Physician and laundered by the Training Facility at no charge to the Resident Physician. Such uniforms shall remain the property of the Training Facility and the wearing and maintenance of the uniforms are subject to the applicable Training Facility policies.

ARTICLE 25: FACILITIES - GENERAL

25.01 A mail slot shall be provided for each Resident Physician.

25.02 AHS shall provide a secure email address for each Resident Physician. All payroll and benefit related information will be sent to this email address.

25.03 The Training Facility shall have parking facilities available for Resident Physicians who are required to perform in-house call or home call. Such parking facilities will be available twenty-four (24) hours a day and will be reasonably accessible to the Training Facility.

25.04 The Training Facility shall provide adequate change room facilities with locker space available for each Resident Physician. If adequate change rooms do not exist within the current infrastructure, AHS will commit to maintain this as an item to address in infrastructure planning.

25.05 (a) In order to facilitate continuity of care, each Resident Physician shall be supplied their own pocket pager by AHS for the term of the residency. There shall be no cost to the Resident Physician for the use of or reasonable maintenance of the pocket pager supplied by AHS, including the provision of batteries, for the term of the residency. Resident Physicians may be charged for the cost of the pager for damage beyond reasonable wear and tear or for failure to return the pager.

(b) Resident Physicians may opt to utilize their personal cell phone for work purposes. AHS will provide a Form T2200 to Resident Physicians that indicates the Resident Physician is required to pay for the use of a cell phone.

25.06 **Resident Physician Lounges**

a) Resident Physicians shall be provided access to a lounge area in all Training Facilities. Where feasible, such lounge area will be dedicated solely for use by Resident Physicians working at the Training Facility.

b) The ideal lounge should include:

- television
- refrigerator
- microwave
- toaster
- Training Facility terminal and printer, and
- bulletin board for the purpose of posting PARA notices.

All equipment in the lounge should be maintained in good working order and replaced as necessary.

c) Resident Physicians will notify AHS, using the provided contact information, of any equipment that is in need of maintenance, repair or replacement.

d) When a Resident Physician lounge or any equipment in the lounge is found to be in need of repair or replacement, within six (6) weeks of identifying the issue, AHS and PARA will communicate with each other any progress and/or updates to ensure compliance to Article 25.06(b).

ARTICLE 26: LIBRARY: EDUCATIONAL REFERENCE MATERIALS

26.01 Resident Physicians shall have access to adequate current electronic reference materials. Such access shall be available twenty-four (24) hours a day and seven (7) days a week.

ARTICLE 27: ON-CALL FACILITIES

27.01 Training Facilities where Resident Physicians are required to be on-call shall provide on-call facilities for Resident Physicians. The Training Facility and PARA endeavour/agree to work towards achieving and maintaining ideal on-call facilities through regular consultation and discussion between the parties. In addition, AHS will consult with representatives of PARA during the planning stages of major renovations, construction of new buildings, or conversion of existing on-call facilities.

27.02 On-call Facilities

a) When the Training Facility deems an area of operation to be of a critical nature, it shall provide to the Resident Physician 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 Physician.

c) When an on-call facility is found to be deficient in any of the areas listed in Article 27.03 and the Training Facility is notified in writing, the Training Facility shall have six (6) weeks to acknowledge receipt of notification to PARA and arrange a meeting in accordance to Article 27.01 to determine an action plan for mutual resolution of the issue(s).

27.03 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 reasonable sized shower, provided in a ratio of not more than two (2) on-call rooms per bathroom.
- a computer (Note: Computers to be added to on-call rooms over time, but must be provided no later than the date of implementation of ConnectCare at that Training Facility.)

An on-call facility should not be shared with any other Resident Physician on-call at the same time and is not to be used as an office facility during the day.

27.04 The Training Facility will provide the Resident Physician with the ability to purchase hot and cold food or store and prepare food when on-call, throughout the time periods indicated as standard duty hours, and worked night duty periods.

ARTICLE 28: WORKPLACE HEALTH AND SAFETY

28.01 The parties are committed to the provision of a safe and secure work environment for Resident Physicians.

28.02 Where Resident Physician services are being provided twenty four (24) hours per day and seven (7) days per week, a Resident Physician concerned with their safety walking to and from the provided parking facility will be provided with a suitable escort.

28.03 PARA shall be represented on the AHS/Union Provincial Joint Workplace Health and Safety (WHS) Committee, and PARA shall have the opportunity to have one (1) representative on each of the site-based WHS Committees at all hospital and urgent care centres.

28.04 **Taxi Reimbursement Program**

a) Resident Physicians who feel they are unsafe to drive from the Training Facility to their residence after working an in-house or switched call shift will be reimbursed by PARA for taxi, ride share, or public transit for transportation home (and if required, return to the Training Facility).

b) AHS shall reimburse PARA on an annual basis for amounts paid to Resident Physicians in accordance with Article 28.04(a) following receipt from PARA of an annual reporting of funds dispersed.

28.05 **Immunizations**

a) The parties to this Agreement shall encourage Resident Physicians to be appropriately vaccinated in accordance with the recommendations of the Alberta Office of Public Health, including the annual influenza vaccination.

b) The Resident Physician shall be provided free of charge full vaccination services for hepatitis, rubella, influenza and rubella serology and mantoux testing for tuberculosis. Any other immunizations or titre required as a result of or related to the Resident Physician's duties shall also be provided at no cost.

c) Resident Physicians shall be fit-tested for, and supplied with at no cost to the Resident Physician, N95 masks or other respiratory equipment as required by the Training Facility based upon the Resident Physician assignment.

28.06 A Resident Physician may refuse to work if they believe, on reasonable grounds, that the work constitutes a danger to their health and safety and seek support from AHS or applicable Faculty if required. The Resident Physician must advise their Program Director that they are refusing to work on the grounds that it is unsafe and must follow the required processes of AHS, or other organization if the Training Facility is not an AHS site.

ARTICLE 29: TRANSPORTATION ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

29.01 AHS agrees to provide transportation accidental death and dismemberment insurance coverage for Resident Physicians when travelling on behalf of AHS where the trip or assignment is necessitated by the transportation of an ill or injured patient or is for the purpose of organ procurement. This coverage will include accidental loss of life, and permanent and total disability.

29.02 AHS shall provide annually to PARA adequate details of the Resident Physician Transportation Accidental Death and Dismemberment Insurance plan.

ARTICLE 30: LIABILITY COVERAGE

30.01 **Professional Liability Coverage**

a) Membership in the Canadian Medical Protective Association (CMPA) or an equivalent shall be a requirement for each Resident Physician.

b) In the event that CMPA coverage is not available due to the Resident Physician taking an assignment outside of Canada or any other reason, the Resident Physician is required to provide AHS and the Faculty with proof of alternative equivalent coverage.

c) AHS shall reimburse each Resident Physician in the amount of one thousand five hundred dollars ($1,500.00) per year as partial reimbursement for the CMPA membership dues.

30.02 **AHS Liability Insurance**

AHS agrees to provide ten million dollars ($10,000,000) liability insurance coverage for the performance of any administrative, educational or research duties by Resident Physicians.

ARTICLE 31: WORKERS' COMPENSATION

31.01 A Resident Physician who is incapacitated and unable to provide service as a result of an accident sustained while on duty within the meaning of the Alberta *Workers' Compensation Act*, shall continue to receive regular salary from AHS provided that the Resident Physician assigns over to AHS, the monies due from the Workers' Compensation Board for the time lost due to the accident. The difference between the amount paid by the Workers' Compensation Board and the Resident Physician's regular salary shall be treated as sick leave. Once the difference between the amount paid by the Workers' Compensation Board and the Resident Physician's regular salary is equivalent to ninety (90) days of sick leave, no further payment shall be paid by AHS and the Resident Physician shall receive any further benefits directly from the Workers' Compensation Board.

31.02 Training Opportunities Outside Alberta (within Canada)

For residency training opportunities within Canada, but in another Province or Territory outside of Alberta, Resident Physicians must first obtain approval from their Program Director and Associate Dean. The PGME office will forward the training request approval to AHS in writing no less than ninety (90) days prior to the planned travel. AHS will make all necessary arrangements so that the Resident Physician will have Workers' Compensation coverage while in the other Province or Territory.

31.03 Training Opportunities Outside of Canada

For residency training opportunities outside of Canada, refer to the Letter of Understanding: Out-of-Country Training Opportunities.

ARTICLE 32: HEALTH BENEFITS

32.01 AHS shall pay seventy-five percent (75%) of the monthly premium for the Alberta Health Care Insurance Plan for Resident Physicians and their dependents.

32.02 AHS shall pay seventy-five percent (75%) of the monthly premium of the Health Benefit Trust of Alberta (HBTA) supplementary health benefits plan or equivalent for Resident Physicians and their dependents.

32.03 Dental Plan

AHS shall provide a dental plan equivalent to the HBTA Usual and Customary Dental Plan to each participating Resident Physician and their dependents. AHS shall pay seventy-five percent (75%) of the monthly premiums of such a plan. The dental plan shall consist of eighty percent (80%) basic coverage, fifty percent (50%) major coverage, and fifty percent (50%) orthodontic (for dependants under 21) coverage.

32.04 AHS shall pay to PARA one point five percent (1.5%) of the payroll applicable to Resident Physicians under this Agreement on a monthly basis. PARA shall apply such monies toward the purchase and administration of a Long Term Disability plan for its members.

32.05 **Benefit Premiums**

a) (i) Subject to the Resident Physician or legal designate providing written confirmation to AHS of application for long term disability (LTD) benefits, the supplementary health and dental plan premiums, inclusive of the Resident Physician's twenty-five (25%) share, shall be waived.

(ii) Such waiver of premiums shall apply from the date AHS is provided notice of the application for LTD benefits and will continue for a period of up to thirty (30) months or until LTD claim closure or denial, whichever is earlier, provided that the Resident Physician remains on the AHS system.

b) (i) In the event that the Resident Physician is unable to work due to illness or injury and is not in receipt of paid sick leave or has not provided confirmation to AHS of application for, or receipt of, long term disability benefits, supplementary health and dental plan coverage shall cease at the conclusion of paid sick leave.

(ii) If confirmation of approval of the LTD claim is not received within ninety (90) days of paid sick leave ending, the waiver of premium and supplementary health and dental coverage shall cease, except in extenuating circumstances.

(iii) The Resident Physician shall notify AHS in the event that their LTD application is denied or when an approved LTD claim is closed. If confirmation of LTD claim denial or closure is not received at the time the Resident Physician is notified of the decision, the Resident Physician will be responsible for all subsequent supplementary health and dental claim costs.

32.06 **Flexible Spending Account**

a) At the beginning of each Academic Year, AHS shall provide a Flexible Spending Account (FSA) of $1,000.00 per Academic Year for each Resident Physician. The FSA will be administered by a provider selected by AHS.

b) The FSA may be used for the following purposes:

i. Health Spending Account

- Reimbursement of 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 Articles 32.02 and 32.03.
- Reimbursement of premiums paid for benefit plans in Articles 32.02 and 32.03.

ii. Personal Spending Account

- Reimbursement for cost of professional dues, professional registration fees, and voluntary association fees related to the medical profession.
- Reimbursement for expenses associated with professional development including conference costs, professional journals, books, publications, and software.
- Reimbursement for wellness expenses including fitness memberships and fitness equipment.
- Reimbursement for family care including child care and elder care.

iii. Resident Physician contribution to a Group Registered Retirement Saving Plan.

c) At the end of each Academic Year, any unused allocation in a Resident Physician's FSA may be carried forward for one (1) year providing the Resident Physician remains a PARA member during that time.

32.07 AHS shall cover one hundred percent (100%) of the cost incurred with providing benefit to Resident Physicians who are in need of assessment and/or treatment ensuring that all Resident Physicians are safe to practice medicine. Administration shall be through the Alberta Medical Association in conjunction with the Compassionate Expense Program.

32.08 The above coverage noted in Articles 32.01, 32.02, 32.03, and 32.05 shall not be interrupted when a Resident Physician changes Faculties in the province of Alberta.

32.09 Where the benefits provided in Articles 32.01, 32.02, 32.03, and 32.05 are provided through administrative or insurance contracts obtained by AHS, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

ARTICLE 33: LEAD RESIDENT PHYSICIANS

33.01 A Resident Physician designated as a Lead Resident Physician by the appropriate Program Director to perform significant administrative functions shall earn a stipend for such designation at the rate of $200 for each approved and filled residency position in the program on September 1 of that year, to a maximum annual amount for each program of $8,000.00.

This stipend will be paid in monthly installments.

33.02 Where the Resident Physician is a Lead Resident Physician for only part of the year or when two (2) or more Resident Physicians act as Co-Lead Resident Physicians, the amount of the stipend to be paid shall be pro-rated according to the time spent as Lead Resident Physician or divided proportionally among all the Co-Lead Resident Physicians.

33.03 Significant administrative functions may include, but are not limited to, the following: the preparation of Resident Physician duty schedules, organizing and scheduling of department rounds, liaising between staff physicians and Resident Physicians, and acting as a resource person for Resident Physicians.

ARTICLE 34: REIMBURSEMENT OF TRAINING EXPENSES

34.01 **Remote Mandatory Training**

a) Remote mandatory training is where a Resident Physician provides services and relocates as part of their mandatory training requirements at a location in a community in Canada that is at least fifty (50) kilometres away from the city limits of the community where they normally perform the majority of their duties. The determination of whether such training is mandatory shall be made by the respective Associate Dean.

b) Resident Physicians shall be reimbursed by AHS for accommodation and travel expenses as follows for costs associated with remote training that are not otherwise reimbursable through other agencies. The intent of this reimbursement is to minimize additional accommodation and travel costs the Resident Physician incurs completing mandatory remote training and shall not replace or subsidize living expenses incurred in the community where the Resident Physician normally performs the majority of their duties.

c) Accommodations – Subject to prior approval, an amount deemed to be reasonable in the circumstances.

d) Travel – One (1) round trip for every four (4) consecutive weeks of remote training, up to a maximum of $1,000.00 per round trip or, subject to prior approval, a greater amount deemed to be reasonable in the circumstances. Reimbursement will be for actual transportation expenses incurred. Resident Physicians are encouraged to use the least expensive method of travel available. If Resident Physicians use their own vehicles to travel to and from the remote training location, mileage will be reimbursed in accordance with the provisions of the AHS Travel Policy reimbursement rates.

e) Reimbursement shall occur through submission of an AHS travel expense claim. Receipts are required for all items claimed except for mileage. The travel expense claim and all receipts must be submitted within ninety (90) days of completion of remote training.

34.02 **Advanced Resuscitation Courses**

A Resident Physician shall be reimbursed by AHS for one hundred percent (100%) of the tuition and registration fees incurred for successfully obtaining "advanced resuscitation" courses provided that the course is deemed necessary by the applicable Program Director and is required by AHS for work in the program. Examples of such courses include:

- 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 Resident Physician is expected to seek the most cost effective alternative for the required advanced resuscitation course(s). Reimbursement for advanced resuscitation courses will be in accordance with the AHS Travel, Hospitality and Working Session Expense Policy.

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

If the certification will still be current at the end of the Resident Physician's final Appointment Year, then recertification expenses are not eligible for reimbursement.

ARTICLE 35: REMUNERATION

35.01 There shall be eight (8) levels of remuneration for Resident Physicians as outlined in Article 35.03.

a) Resident Physicians shall advance to the next pay level upon completion of twelve (12) months of service in an Alberta residency training program at each pay level.

b) Periods of continuous absence greater than thirty (30) days shall not count towards completion of twelve (12) months of service.

c) The maximum pay level for a Resident Physician shall equate to the typical number of years required to complete certification in the applicable program as determined by the Faculties.

35.02 a) A Resident Physician who transfers into another program shall not have their Pay Level reduced.

b) When a Resident Physician transfers to a new program, the Resident Physician shall advance to the next pay level in accordance with Article 35.01(a). However, once the maximum pay level for the new program is reached, no further advancement will occur.

35.03 **Pay Levels**

a) **Annual Salaries**

Pay Level	Current (June 30, 2024)	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Pay Level 1	$58,934	$64,192	$66,118	$67,440	$68,789
Pay Level 2	$65,232	$70,582	$72,699	$74,153	$75,636
Pay Level 3	$70,259	$76,202	$78,488	$80,058	$81,659
Pay Level 4	$75,291	$82,125	$84,589	$86,281	$88,007
Pay Level 5	$81,584	$87,981	$90,880	$92,698	$94,552
Pay Level 6	$86,615	$93,674	$96,484	$98,414	$100,382
Pay Level 7	$93,577	$100,722	$103,744	$105,819	$107,935
Pay Level 8	$101,114	$105,449	$108,612	$110,784	$113,000

b) Annual salaries are divided by 2080 hours to determine an hourly equivalent that is applied in the payroll system for purposes of calculating bi-weekly pay.

35.04 **Practice Stipend**

All Resident Physicians shall receive one (1) taxable Practice Stipend for each year of active residency training. This stipend is paid as part of the first paycheque in September of each year. The amount of the stipend is one thousand five hundred dollars ($1,500.00).

35.05 **Duty Hours Stipends**

In addition to annual compensation as per the applicable Pay Level for Standard Duty Hours, Resident Physicians receive stipends for work defined as outside of the standard duty hours as follows:

a) Any individual Resident Physician shall collect no more than one (1) stipend amount per day, and the stipend amount shall be paid no more than once per day for any individual service at a Training Facility site.

b) **In-house Call**

Resident Physicians 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 (12) hours or more, of which one (1) full hour is after 2400 hours and before 0600 hours. Remuneration for in-house call shall be as follows:

i. **Weekday**

Effective July 1, 2024, a Resident Physician shall receive remuneration at a rate of $159.49 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).

ii. **Weekend/Named Holiday/Christmas Day, Boxing Day, and New Year's Day**

Effective July 1, 2024, a Resident Physician shall receive remuneration at a rate of $243.09 for every in-house call worked on a weekend, Named Holiday as defined in Article 21.01(a) or Christmas day, Boxing Day, and New Year's Day. For clarity, the in-house call rate for weekends, Named Holidays, Christmas Day, Boxing Day, and New Year's Day shall apply to on-call shifts that commence after 0500 hours on Saturday, Sunday, Named Holidays, Christmas Day, Boxing Day, and New Year's Day.

c) **Home Call**

Resident Physicians shall receive remuneration for each home call assigned and worked. Remuneration for home call shifts shall be as follows:

i. **Weekday**

Effective July 1, 2024, a Resident Physician shall receive remuneration at a rate of $72.81 for every weekday home call assigned and worked. For the purpose of remuneration, the weekday home call rate shall apply to home call shifts that commence on weekdays (Monday through Friday).

ii. **Weekend/Named Holiday/Christmas Day, Boxing Day, and New Year's Day**

Effective July 1, 2024, a Resident Physician shall receive remuneration at a rate of $96.61 for every home call on a weekend, Named Holiday as defined in Article 21.01(a) or Christmas Day, Boxing Day, and New Year's Day. For clarity, weekend, Named Holiday, Christmas Day, Boxing Day, and New Year's Day rates shall apply to home call shifts that commence after 0500 hours and exceed seven (7) hours on Saturday, Sunday, a Named Holiday or on Christmas Day, Boxing Day, and New Year's Day.

d) **Switch Call**

A Resident Physician who is scheduled on home call but who is required to work either

a. more than four (4) hours in the Training Facility during the call period, of which more than one (1) full hour is past 2400 hours and before 0600 hours, or

b. more than six (6) hours in the Training Facility during the call period

shall be remunerated at the rate for in-house call. The rate of compensation will account for pay differentials for weekends, Named Holidays (as set out in Article 21(a)), Christmas Day, Boxing Day, and New Year's Day. AHS shall have the right to implement reasonable rules to verify that Resident Physicians are entitled to be paid the in-house call rate for that call period. To be eligible for the post-call day, the individual would need to work after midnight.

e) **Shift-based Rotation**

Resident Physicians shall receive remuneration for each shift-based rotation shift scheduled and worked where one (1) full hour worked on the shift occurs between 2400 hours and 0600 hours. Remuneration for these shifts shall be as follows:

i. **Weekday**

A Resident Physician shall receive remuneration at a rate of $72.81 for every shift-based rotation shift where one (1) full hour worked on the shift occurs between 2400 hours and 0600 hours. For the purpose of remuneration, the weekday rate shall apply to shift-based rotation shifts that commence on weekdays (Monday through Friday).

ii. **Weekend/Named Holiday/Christmas Day, Boxing Day, and New Year's Day**

A Resident Physician shall receive remuneration at a rate of $96.61for every shift-based rotation shift where one (1) full hour worked on the shift occurs between 2400 hours and 0600 hours on a weekend, Named Holiday as defined in Article 21.01(a), Christmas Day, Boxing Day, and New Year's Day. For clarity, weekend, Named Holiday, Christmas Day, Boxing Day, and New Year's Day rates shall apply to shift-based rotation shifts that commence after 0500 hours and exceed seven (7) hours on Saturday, Sunday, a Named Holiday or on Christmas Day, Boxing Day, and New Year's Day.

f) **Weekend Rounds**

Where a Resident Physician is not scheduled as on-call on a weekend day or Named Holiday, a stipend of $100.00 shall be paid to a Resident Physician required to perform patient rounds on an assigned Training Facility service during a weekend day or Named Holiday.

g) **Stipend Payment**

Duty hour stipends 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 stipend may be determined from examination by AHS of the call schedules or by such other measures as AHS reasonably requires of the Resident Physician.

h) **Stipend Reporting and Deductions**

i. AHS will provide PARA, no less frequently than on a quarterly basis, with information concerning the number of home call, in-house call and shift-based rotation shift stipends paid to each Resident Physician, and the dates on which each call or shift was worked. This information will include the Resident-Physician's full name, service and hospital site.

ii. PARA dues will also be deducted from duty hour stipend and practice stipend payments.

35.06 **Clinician Investigator Program (CIP)**

a) For a maximum of two (2) years, Resident Physicians participating in the CIP shall be remunerated during each year of the CIP, and shall receive full benefits.

b) For Resident Physicians registered in the CIP, the Pay Level for Resident Physicians 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, up to a maximum of the typical number of years required to compete certification in the applicable program as determined by the Faculties. For example, a Resident Physician 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 V for the remaining two years of their residency program.

c) During the CIP, Resident Physicians shall be required to continue to provide clinical services in their home program. This shall not exceed twenty (20) percent.

d) While providing Resident Physician clinical services in their home program, Resident Physicians shall be eligible to receive Duty Hour Stipends in accordance with Article 35.05.

35.07 **Additional Living Allowance**

a) A Resident Physician based in Fort McMurray shall receive a taxable additional living allowance of $12,000.00 per Appointment Year. This amount will be pro-rated and paid on a proportional basis in each pay period.

b) A Resident Physician based in Grande Prairie shall receive a taxable additional living allowance of $3,000.00 per Appointment Year. This amount will be pro-rated and paid on a proportional basis in each pay period.

ARTICLE 36: PART-TIME RESIDENT PHYSICIANS

36.01 a) A part-time Resident Physician is any Resident Physician who is completing their residency training at less than full-time as approved by the applicable Associate Dean and certification college as required. This can include any approved proportion of full-time residency.

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

c) This arrangement shall include approval by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada and written notification of such approval to the Resident Physician, PARA, the appropriate Associate Dean, and AHS.

d) Principles for the terms of this arrangement shall include:

i. 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.

ii. Compliance with the regulations of the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada, as appropriate.

iii. Actual pay as a pro-rated amount of the applicable Pay Level, based on the fractional time commitment of the Resident Physician compared to “full-time” in that program.

iv. Provision of full health benefits in accordance with Article 32.

v. Paid vacation days as a pro-rated amount based on the fractional time commitment of the Resident Physician compared to "full time" in that program.

ARTICLE 37: INTERRUPTION OF DUTIES

37.01 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.

37.02 PARA and its members accept the professional responsibility to maintain the full terms of their engagement as Resident Physicians at the Training Facilities and agree not to disrupt the proper operation of the Training 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 Training Facility.

37.03 Subject to Article 9: Position Security, AHS accepts the responsibility to use reasonable efforts to maintain the terms of engagement of Resident Physicians 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.

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

ARTICLE 38: ISSUE RESOLUTION

38.01 **General**

a) Issue resolution is a complex and important aspect of the Agreement for the individual Resident Physician and the parties to this Agreement. The overarching principles of fairness and transparency have been used to create this section of the Agreement.

b) The parties to this Agreement agree to use all reasonable efforts to resolve any issue arising out of, or in connection with, this Agreement promptly and in a professional manner through initial problem-solving dialogue prior to entering into a formal issue resolution mechanism.

c) Default provisions:

i. Should the initiating party fail to comply with any time limits related to the issue resolution process, the issue shall be deemed to have been abandoned unless the parties have mutually agreed, in writing, to extend the time limits.

ii. Should the responding party fail to comply with any time limits related to the issue resolution process, the issue shall automatically move to the next step, unless the parties have mutually agreed, in writing, to extend the time limits.

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

e) Where it is determined necessary to place the Resident Physician on administrative leave due to the nature of the concern/complaint, this will be paid leave unless exceptional circumstances apply. The Resident Physician shall be available during regular business hours to participate in the investigation process.

38.02 **Issues between a Resident Physician and Program Director**

a) **Informal Issue Resolution Process**

When there is a difference between a Resident Physician and a Program Director regarding the interpretation and/or application of the Articles listed below, the following process will be followed:

- Article 8.02 PARA Business (re: impact of time off on training requirements),
- Article 10.02 – (re: lack of response to leave of absence requests within 14 days),
- Article 11.01 (extension of program due to Maternity/Parental Leave),
- Article 11.03 and 11.04 (Maternity and Parental Leave),
- Article 12.01 (Educational Leave),
- Article 13.03 (advance application for Exam Leave),
- Article 17.02 (potential requirement to make up period of appointment missed due to illness or non-occupational injury),
- Article 17.03 (potential for requirement of medical certificate); and
- Article 20 (vacation).

i. **Step 1: Initial Dialogue**

The initiating party and the responding party shall meet to identify, discuss, and resolve the issue. This meeting should occur within fourteen (14) days of the initial identification of the issue by the initiating party.

ii. **Step 2: Associate Dean**

If the difference between a Resident Physician and a Program Director is not resolved, the issue shall be referred to the Associate Dean for a decision. This decision shall be communicated in writing to both the Resident Physician and the Program Director within fourteen (14) days.

Within fourteen (14) days of receiving the decision by the Associate Dean, an unresolved issue may become a formal grievance and proceed to either Voluntary Mediation or to Adjudication.

b) **Formal Grievance Process**

The issue becomes a formal grievance by moving through the following steps:

i. Step 1: Voluntary Mediation

The parties may mutually agree to take the issue to a mediator to assist with resolving the issue. Mediation is entirely voluntary. Costs of the mediation are to be shared equally among the participating parties.

In the event that the parties agree to take the issue to mediation, the timelines specified for the remainder of the process will be suspended during the mediation process and will recommence, if necessary, at the conclusion of the mediation process.

ii. Step 2: Adjudication

If the difference remains unresolved, then the issue may move to Adjudication under the terms of Article 39. Either party is able to submit a Notice of Adjudication to the other party in writing.

38.03 **Issues between a Resident Physician and AHS**

a) **Investigation**

An investigation by AHS in response to a concern, complaint, or other information related to a Resident Physician's conduct or provision of clinical services should involve the following process. The timing and extent of the investigation may vary dependent to the specific situation.

During an investigation, the Resident Physician is entitled to procedural fairness as follows:

i. receiving written notification of the nature of the concern or complaint including the identity of the person(s) bringing the complaint forward; unless AHS believes that there is a significant risk that prevents the disclosure of the identity of the complainant(s). In such case, AHS may initiate an investigation on its own without disclosing the identity of the complainant(s) and PARA recognizes that non-disclosure in that instance would not be a violation of procedural fairness under this Agreement;

ii. receiving information on the estimated timing and procedures for any investigation, understanding that the timing and form of the investigation may vary according to the specific situation and developments during the investigation;

iii. opportunity to respond to the concern or complaint;

iv. advice from PARA at the Resident Physician's discretion;

v. being provided, to the extent permitted by law, with all relevant documents associated with the investigation;

vi. being provided with a written copy of the decision arising out of the investigation;

vii. being provided, to the extent permitted by law, with a written copy of any documentation sent to the relevant College and/or Faculty; and

viii. ensuring confidentiality consistent with the nature of the investigation and to the extent permitted by law provided that the Resident Physician does not present a risk.

In the event that AHS determines that there is a risk, AHS may remove the Resident Physician from the workplace during the course of the investigation.

In the event that the concern or complaint is found to be without merit, there will be no record of the concern or complaint in the Resident Physician's file.

b) **Informal Issue Resolution Process**

If a difference arises between AHS and a Resident Physician regarding the initiation or outcome of an investigation or the resulting decision/action taken by AHS or if a difference arises between AHS and a Resident Physician over the application or an alleged violation of this Agreement, including the removal of a Resident Physician from the workplace during the course of an investigation, the following informal issue resolution process will be applied:

i. **Step 1: Initial Dialogue**

The initiating party and the responding party shall meet to identify, discuss, and resolve the issue. This meeting should occur within fourteen (14) days of the initial identification of the issue by the initiating party.

ii. **Step 2: Written Issue Description and Response**

If the issue is not resolved after the initial dialogue:

- The initiating party shall describe in writing the issue from their perspective specifying the nature of the difference, the Article(s) of this Agreement claimed to have been misapplied or violated, and the redress sought. This document (Issue Description Document) shall be provided to the Ad Hoc Review Committee and the responding party within fourteen (14) days of the initial dialogue.
- The responding party shall describe in writing the issue from their perspective. This document (Issue Response Addendum) shall be provided to the Ad Hoc Review Committee and the initiating party within fourteen (14) days of the receipt of Issue Description Document.
- Copies of the Issue Description Document and the Issue Response Addendum shall be provided to representatives of the Ad Hoc Review Committee as follows:
    - PARA: Chief Executive Officer or designate
    - AHS and Faculties: AHS Executive Director, Provincial Medical Affairs or designate

iii. **Step 3: Ad Hoc Review Committee**

Within fourteen (14) days of receipt of the completed documents from Step 2, the Ad Hoc Review Committee (the Committee) shall schedule a meeting to address the issue. Such Committee meeting shall be held within thirty (30) days of receipt of the completed documents from Step 2.

The Committee shall have three (3) members – one (1) appointed by PARA, one (1) appointed by AHS, and one (1) appointed by the Faculty where the Resident Physician is not registered.

The role of the Committee shall be to:

- confirm that the appropriate initial dialogue took place in accordance with Step 1 and that written documentation occurred in accordance with Step 2,

- ensure that due process was followed in terms of discussing and sharing relevant information and that the issue resolution process to date has not violated the principles of natural justice, and
- review the Issue Description Document and the Issue Response Addendum and where the Committee achieves unanimity make recommendations to the parties regarding the resolution of the issue.

All the Committee discussions and recommendations are without prejudice to any subsequent dispute resolution mechanisms and Committee members cannot be compelled to be witnesses in subsequent related proceedings.

Acceptance of the Committee's recommendations is voluntary. Each party to the process shall advise the other party of their acceptance or rejection of the Committee's recommendations. If no resolution is reached then the issue may become a formal grievance.

c) **Formal Grievance Process**

Any or all of the steps of the formal grievance process may be bypassed by mutual agreement in writing between AHS and PARA. The issue becomes a formal grievance by moving through the following steps:

i. **Step 1: AHS Zone Medical Director**

Within fourteen (14) days of the conclusion of the Ad Hoc Review Committee process (or an agreement not to utilize the Ad Hoc Review Committee process), the grieving party may submit in writing the issue as a formal grievance to the AHS Zone Medical Director, or designate. The decision of the AHS Zone Medical Director, or designate, shall be communicated to PARA and the grieving party within fourteen (14) days of submission of the formal grievance. If the difference is not resolved, the grievance may move forward to Step 2.

ii. **Step 2: AHS Chief Medical Officer**

Within fourteen (14) days of receiving the decision of the Zone Medical Director, or designate, the grieving party may submit in writing to the AHS Chief Medical Officer, or designate, defining the nature of the grievance, the Article(s) claimed to have been violated and the redress sought. The decision of the AHS Chief Medical Officer, or designate, shall be communicated in writing to PARA and the grieving party within fourteen (14) days of the AHS Chief Medical Officer receiving the grievance.

If the decision of the AHS Chief Medical Officer, or designate, does not resolve the grievance, then the grievance may be submitted to Voluntary Mediation or Adjudication.

iii. **Step 3: Voluntary Mediation**

The parties may mutually agree to take the issue to a mediator to assist with resolving the issue. Mediation is entirely voluntary. Costs of the mediation are to be shared equally among the participating parties.

In the event that the parties agree to take the issue to mediation, the timelines specified for the remainder of the process will be suspended during the mediation process and will recommence at the conclusion of the mediation process if necessary.

iv. **Step 4: Adjudication**

If the difference remains unresolved, then the issue may move to Adjudication under the terms of Article 39. Either party is able to submit a Notice of Adjudication to the other party in writing.

38.04 **Issues between the Parties to the Agreement**

a) **Joint Consultation Committee**

There shall be a Joint Consultation Committee (JCC) consisting of representatives from PARA, AHS, and each of the Faculties. The purpose of the JCC shall be to act as a forum for the exchange of information, the development and strengthening of a spirit of cooperation and mutual respect, and the review of any general matters of mutual concern.

This is the forum for initial problem-solving dialogue related to differences between the parties to this Agreement in the application or interpretation of the Agreement. The JCC will not discuss formal grievances found in article 38.

The JCC shall establish and maintain its own terms of reference.

b) **Application and/or Interpretation of the Agreement**

If a difference in the application or interpretation of this Agreement is not resolved by the JCC or there is an alleged violation of this Agreement, then the following process will be used to find resolution:

i. **Step 1: Initial Dialogue**

The initiating party(s) and the responding party(s) shall meet to identify, discuss, and resolve the issue in dispute. All relevant information and documentation are to be shared at this step in order to enable the parties to fully understand the issue and maximize the potential for resolution. This could occur at the JCC.

The resolution discussions shall be initiated with fourteen (14) days of the date the issue is identified, unless it is agreed that such resolution discussions will occur at the next JCC meeting.

c) **Formal Grievance Process**

In the event that the difference remains unresolved, then the issue may proceed to Voluntary Mediation or to Adjudication.

i. **Step 1: Voluntary Mediation**

The parties may mutually agree to take the issue to a mediator to assist with resolving the issue. Mediation is entirely voluntary. Costs of the mediation are to be shared equally among the participating parties.

In the event that the parties agree to take the issue to mediation, the timelines specified for the remainder of the process will be suspended during the mediation process and will recommence at the conclusion of the mediation process if necessary.

ii. **Step 2: Adjudication**

If the difference remains unresolved, then the issue may move to Adjudication under the terms of Article 39. Either party is able to submit a Notice of Adjudication to the other party in writing.

ARTICLE 39: ISSUE RESOLUTION – ADJUDICATION

39.01 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 (1) or more names of persons it is willing to accept as Adjudicator.

39.02 If the parties are unable to agree to the appointment of a single Adjudicator within seven (7) days of the notice defined in Article 39.01, either party may serve the other party with a notice indicating that it wishes an Adjudication Board to be established and stating the name of its appointee to the Adjudication Board.

39.03 Within fourteen (14) days after receipt of the notice requesting the establishment of an Adjudication Board, the other party shall name its nominee to the Adjudication Board.

39.04 Within a further seven (7) days, the two (2) nominees shall endeavour to agree upon a mutually acceptable chairperson of the Adjudication Board.

39.05 If the recipient of the initial Notice of Submission to adjudication fails to appoint its nominee within the time specified in Article 39.03 or if the two (2) nominees fail to agree upon a chairperson within the time specified in Article 39.04, then in either case, the appointment of the chairperson shall be made by a Justice of the Court of King's Bench of Alberta, upon the request of either party with prior written notice to the other party.

39.06 The single Adjudicator or the Adjudication Board shall hear and determine the grievance and shall issue an award in writing with supporting reasons unless otherwise agreed by the parties. The Resident Physician shall have the right to legal counsel during this process. The award is to be issued within thirty (30) days of the hearing and 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 chairperson governs and shall be deemed to be the award of the Adjudication Board.

39.07 Each party shall bear the expense of its respective nominee to the Adjudication Board and the two (2) parties shall share equally the costs of the chairperson or single adjudicator.

39.08 No person shall be appointed as a member of an Adjudication Board if that person has been involved in an attempt to settle the issue.

39.09 The adjudication decision shall be governed by the terms of this Agreement and shall not alter, amend or change any terms or conditions of this Agreement.

39.10 If a single Adjudicator or an Adjudication Board by its award determines that a Resident Physician has been discharged or otherwise disciplined 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 it deems just and reasonable in all the circumstances, including, but not limited to, reinstatement.

39.11 Where it appears to an Adjudicator or Adjudication Board that a Resident Physician has been discharged or disciplined for an academic reason rather than a non-academic reason, the Adjudicator or Adjudication Board shall dismiss the grievance.

39.12 Any of the time limits herein contained in the adjudication proceedings may be extended if mutually agreed to in writing by the parties.

39.13 A submission to adjudication under this Article shall be a submission to arbitration within the meaning of the *Arbitration Act* (Alberta).

ARTICLE 40: AGREEMENT NEGOTIATIONS – ARBITRATION

40.01 **Voluntary Mediation**

At the conclusion of the negotiation process, the parties may mutually agree to take any outstanding articles or issues to a mediator to assist with resolution. Mediation is entirely voluntary. Costs of the mediation are to be shared equally among the participating parties.

40.02 **Arbitration**

Where any party to this Agreement submits all non-academic items remaining in dispute to arbitration in accordance with Article 2.03, the following Arbitration process shall apply:

a) The 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 notice will specify the items in dispute.

b) Within fourteen (14) days after receipt of such notice to arbitrate, the other party shall name its nominee to the Arbitration Board.

c) Within a further seven (7) days, the two (2) nominees shall endeavour to agree upon a mutually acceptable chairperson of the Arbitration Board.

d) If the recipient of the initial notice to arbitrate fails to appoint its nominee within the time specified in Article 40.02(b) or if the two (2) nominees fail to agree upon a chairperson within the time specified in Article 40.02(c), then, in either case, the appointment of the chairperson shall be made by a Justice of the Court of King's Bench of Alberta, upon the request of either party with prior written notice to the other party.

e) 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.

f) 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.

g) 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 chairperson 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. Such award is final and binding upon the parties and upon any Resident Physician affected by it. The decision of the majority of the Arbitration Board is the award of the Arbitration Board. If there is no majority, the decision of the chairperson governs and it shall be deemed to be the award of the Arbitration Board. The parties request the Arbitration Board to issue its award within three (3) weeks of concluding its hearings.

h) Upon receipt of the award of the Arbitration Board, 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.

i) If AHS or PARA neglects or refuses to participate in the preparation of an Agreement in accordance with Article 40.02(h), the other party may prepare the Agreement and shall submit the Agreement to the Arbitration Board.

j) 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.

k) During the process of finalizing the Agreement, 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.

l) Upon the Agreement being agreed upon by the parties or certified by the Arbitration Board, the parties shall sign the Agreement.

m) If, at the expiration of the fourteen (14) 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 all parties had signed the Agreement and is effective on the date of settlement as specified in the arbitration award.

n) AHS and PARA shall each bear the expense of its respective nominee to the Arbitration Board and shall bear equally the expenses of the chairperson.

o) Notwithstanding the time limits referred to herein, any of them may be extended at any time by mutual written agreement of the parties.

p) No person shall be appointed as a chairperson of an Arbitration Board if he or she has been involved in an attempt to negotiate or settle the dispute.

q) Subject to Articles 40.02(r) and 40.02(s), the Arbitration Board shall have jurisdiction to determine:

   i. the terms and conditions of all non-academic matters in dispute, and

   ii. 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 Article 40.02(r) and Article 40.02(s).

r) In the event the Arbitration Board is required to determine whether a matter in dispute is a non-academic matter, the Faculties 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 AHS and PARA.

s) The Arbitration Board shall respect and consider in its deliberations, the intent of all parties that Resident Physicians be able to meet the requirements of their academic programs as specified by the appropriate licensing and examining bodies.

APPENDIX A

BETWEEN ALBERTA HEALTH SERVICES, THE GOVERNORS OF THE UNIVERSITY OF ALBERTA AND THE GOVERNORS OF THE UNIVERSITY OF CALGARY

-and-

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

Re: Application of Monetary Provisions

Subject to Article 4.01(b), the following monetary provisions do not apply to Resident Physicians who are not the fiscal responsibility of the Province of Alberta or any other Canadian province or territory:

- Article 7: Dues and Memberships - 7.01, 7.03 and 7.04
- Article 9: Position Security - 9.01 (in the event that the Resident Physician is terminated due to the cessation of funding)
- Article 11: Maternity/Parental Leave – As it relates to benefits or income supplementation
- Article 12: Educational Leave – As it relates to pay
- Article 13: Exam and Study Leave – As it relates to pay
- Article 14: Special Leave - As it relates to pay
- Article 15: Compassionate Leave - As it relates to pay
- Article 16: Bereavement Leave - As it relates to pay
- Article 17: Sick Leave - As it relates to pay
- Article 20: Vacation - As it relates to pay
- Article 21: Named Holidays - As it relates to pay
- Article 22: Personal Days - As it relates to pay
- Article 31: Workers' Compensation (as it relates to out-of-country training)
- Article 32: Health Benefits
- Article 33: Lead Resident Physicians
- Article 34: Reimbursement of Training Expenses
- Article 35: Remuneration

LETTER OF UNDERSTANDING: OUT-OF-COUNTRY TRAINING OPPORTUNITIES

BETWEEN ALBERTA HEALTH SERVICES, THE GOVERNORS OF THE UNIVERSITY OF ALBERTA AND THE GOVERNORS OF THE UNIVERSITY OF CALGARY

-and-

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

1. The Parties acknowledge that there may be significant mutual benefits to Resident Physicians pursuing training opportunities in other countries. However, the Parties acknowledge that there are educational, safety, liability, payroll, immigration and Workers' Compensation Board issues related to Resident Physicians travelling outside of Canada to complete portions of their training. The issues and potential resolution of these issues may vary depending upon the location, length and activities involved in the opportunity.

   (a) For residency opportunities outside of Canada that are less than fourteen (14) days in length and that do not involve the performance of clinical duties by the Resident Physician (e.g. conferences, seminars, observerships), applications must be made by the Resident Physician to their Program Director and Article 12.01 shall apply.

   (b) For residency opportunities outside of Canada that are fourteen (14) days or greater in length and that do not involve the performance of clinical duties by the Resident Physician (e.g. conferences, seminars, observerships), Resident Physicians must first obtain approval from their Program Director and the Associate Dean. The PGME office will forward the training request approval to AHS in writing no less than six (6) months prior to the planned travel.

   Within thirty (30) days of being contacted by the PGME office, AHS will respond and will work with the Resident Physician to discuss the potential risks related to the training opportunity and the potential for arranging required coverages, including health benefits and AHS-paid Workers' Compensation Board coverage or alternative. AHS will make every reasonable effort to make all necessary arrangements to mitigate the risks for both the Resident Physician and AHS, including, where feasible, registering as an employer and complying with local insurance requirements in the receiving jurisdiction.

   Where all necessary arrangements are completed prior to commencement of the opportunity, the Resident Physician shall be deemed to be on an approved training rotation.

   Where it is not possible to obtain the required coverage prior to the commencement of travel, and the Resident Physician chooses to pursue the opportunity, the Resident Physician will be placed on an unpaid leave of absence with AHS and the terms of this Agreement shall have no application until the Resident Physician returns to provide health services at an eligible Training Facility.

(c) For residency opportunities outside of Canada that involve the performance of clinical duties by the Resident Physician, regardless of the length of the opportunity, the Resident Physician must first obtain approval from their Program Director and the Associate Dean. The PGME office will forward the training request approval to AHS in writing no less than six (6) months prior to the planned travel.

Within thirty (30) days of being contacted by the PGME office, AHS will respond and will work with the Resident Physician to discuss the potential risks related to the training opportunity and the potential for arranging required coverages, including health benefits and AHS-paid Workers' Compensation Board coverage or alternative. AHS will make every reasonable effort to make all necessary arrangements to mitigate the risks for both the Resident Physician and AHS, including, where feasible, registering as an employer and complying with local insurance requirements in the receiving jurisdiction.

Where all necessary arrangements are completed prior to commencement of the opportunity, the Resident Physician shall be deemed to be on an approved training rotation.

Where it is not possible to obtain the required coverage prior to the commencement of travel, and the Resident Physician chooses to pursue the opportunity, the Resident Physician will be placed on an unpaid leave of absence with AHS and the terms of this Agreement shall have no application until the Resident Physician returns to provide health services at an eligible Training Facility.

2. AHS will provide PARA and the applicable Faculty with quarterly reports regarding applications for out-of-province training opportunities, including the outcomes of such requests.

3. The parties agree to continue efforts to identify solutions for out-of-country travel that are less administratively onerous than described above and do not inhibit out-of-country training opportunities.

LETTER OF UNDERSTANDING

BETWEEN

ALBERTA HEALTH SERVICES, THE GOVERNORS OF THE UNIVERSITY OF ALBERTA AND THE GOVERNORS OF THE UNIVERSITY OF CALGARY

-and-

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

Re: Facilitated Call Review and Restructuring

INTRODUCTION

There is considerable uncertainty and variation in call requirements across programs. Call requirements range from programs where the Resident Physician carries a pager and is available to answer calls or come into the Training Facility infrequently, to situations where the Resident Physician is working continuously throughout the call period, either in-house, or virtually, with little opportunity for rest, or situations where the operation is a 24/7 setting that is best suited for shift based schedules. In other areas, there may be a need to introduce a true back-up call system where a Resident Physician would only be called in the event that the Resident Physician on first call is unavailable. No systematic collecting of the hours and nature of the work has been done to date.

This system of on call for Resident Physicians is similar across Canada. However, there is a growing recognition of the problem of intense and long call hours on patient safety and on Resident Physician health and wellness. Saskatchewan has a system of distinguishing between heavy and light call for home call. B.C. provides separate evening and night call stipends for weekend call, breaking the call into 12-hour periods. The US, UK, Australia and New Zealand all have a system recognizing this shift work and paying it accordingly.

In some programs, Resident Physicians are working in excess of 100-120 hours a week, while other programs have relatively little need for this heavy reliance on call. Emergency Medicine has moved to a shift-based system where Resident Physicians work 16 x 8-hour shifts that are prescheduled and, therefore, the use of call is minimal. Other programs, like Radiology, have a pre-scheduled on call rotation. Both these programs are able to meet most of their Resident Physician staffing needs within the standard week. Some of the historical excessive hours have been dealt with by the parties agreeing to an average weekly maximum of 80 hours of work (regular duty hours, call and handover). However, the structure of call still needs to be reviewed in more depth.

Other programs have indicated interest in moving to a shift based system similar to those above. It is also believed that better scheduling could create sustainable coverage in Resident Physician workforce and importantly bring more predictability to the work hours of Resident Physicians.

Two issues are core to this review:

1. First, what amount of Call work beyond In-House call is really “heavy” or extended hours work versus standard home call situations.

2. Second, by restructuring call, can moving to a prescheduled shift system, as done in other programs, reduce the amount of this work.

The use of call varies widely across the 60 programs.

The degree that a restructured call program can reduce the need and amount of extended hours of work will reduce the frequency of extremely long hours on duty thereby improving Resident Physician well-being, health and ability to learn and importantly improving patient safety.

TASKS OF FACILITATED REVIEW

1. Evaluate the use and frequency of Call by category/program. Determine which call usage are really shift work or heavy call with continuous work requirements during the call period.

2. Determine criteria for categories of call as well as how handover and rounds are utilized in programs

3. Evaluate which programs are currently using home call or switch call, where it is truly heavy home call, or heavy virtual work that should be compensated the same as in-house call.

4. Examine the opportunities to move to a shift-based schedule which allows for predictable scheduling of hours worked and rest periods to meet learning needs. Define Call and extended hour needs beyond clinical learning but within the maximum 80 hours averaged over a week.

5. Consider and recommend whether a new stipend or remuneration model for on call rates should apply after examining the matters in terms 1 to 4.

6. Provide the basis for application of any amended call stipends recommended by the parties based on the third party assessment.

Details to be confirmed:

- The parties will jointly agree on the facilitator.

- The review will begin 60 days after ratification. Any adjustments to programs that recategorize call type will receive retroactive adjustments back to July 1, 2024. The full review will be complete by October 2025.

- The facilitator will provide a written report to the parties describing areas of consensus and where differences of views on any major issues exist.

- Where there is no consensus on a new stipend/remuneration for on call rates, the facilitator will provide a recommendation to the parties.

LETTER OF UNDERSTANDING

BETWEEN

ALBERTA HEALTH SERVICES, THE GOVERNORS OF THE UNIVERSITY OF ALBERTA AND THE GOVERNORS OF THE UNIVERSITY OF CALGARY

-and-

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

Re: Joint Market Salary Review

The Parties agree to obtain an external market review on Resident Physician salaries after July 1 2026 . This will be facilitated at Joint Consultation Committee.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF,

Andre Tremblay
Interim President & Chief Executive Officer
Alberta Health Services

Dr. Pauwlina Cyca
President
Professional Association of Resident Physicians of Alberta

Dr. Peter Jamieson
Vice President, Quality and Chief Medical Officer
Alberta Health Services

Dr. Tamara Yee
Past President
Professional Association of Resident Physicians of Alberta

Dr. Brenda Hemmelgarn
Dean, Faculty of Medicine and Dentistry
University of Alberta

Courtney Murphy
Chief Executive Officer
Professional Association of Resident Physicians of Alberta

Dr.Verna Yiu
Provost and Vice President (Academic)
University of Alberta

Dr. Todd Anderson
Dean, Cumming School of Medicine
University of Calgary

Dr. Sandra Davidson
Provost and Vice President (Academic)
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