

# Collective Agreement

BETWEEN

**HEABC**  
HEALTH EMPLOYERS  
ASSOCIATION OF BC

AND

**PAR-BC**  
Professional Association of Residents  
of British Columbia

2014 - 2019

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**Health Employers Association  
of British Columbia**

AND

## **PAR-BC**

**Professional Association  
of Residents of British Columbia**

**2014 - 2019**



# **COLLECTIVE AGREEMENT**

## **BETWEEN**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

(hereinafter referred to as “HEABC”) representing and acting on behalf of:

British Columbia Cancer Agency (Vancouver Cancer Centre)

Children’s and Women’s Health Centre of British Columbia Branch  
(B.C. Women’s Hospital and Health Centre)

Children’s and Women’s Health Centre of British Columbia Branch  
(British Columbia’s Children’s Hospital)

Fraser Health Authority (Royal Columbian Hospital, Eagle Ridge  
Hospital and Health Care Centre, and Chilliwack General Hospital)

Interior Health Authority (Kelowna General Hospital)

Northern Health Authority (Prince George Regional Hospital)

Providence Health Care Society (St. Paul’s Hospital)

Providence Health Care Society (St. Vincent’s Hospital - Heather)

Vancouver Coastal Health Authority (G.F. Strong Rehabilitation &  
George Pearson Centre)

Vancouver Coastal Health Authority (Vancouver Hospital, 12th &  
Oak Pavilions)

Vancouver Coastal Health Authority (Vancouver Hospital, UBC  
Pavilions)

Vancouver Island Health Authority (Royal Jubilee Hospital)

Vancouver Island Health Authority (Victoria General Hospital)

Vancouver Island Health Authority (Nanaimo General Hospital)

## **AND**

### **PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

(hereinafter referred to as “PAR-BC”) representing and acting on behalf of Residents in the above Employers.



# TABLE OF CONTENTS

## A. COLLECTIVE AGREEMENT

<b>ARTICLE</b>		<b>Page</b>
<b>1</b>	<b>DEFINITIONS AND APPLICATION</b> .....	2
	1.01 Definitions .....	2
<b>2</b>	<b>UNION RECOGNITION</b> .....	4
	2.01 Sole Bargaining Agent .....	4
	2.02 Union Deductions .....	4
	2.06 List of New Residents .....	6
	2.07 Orientation Meetings .....	6
	2.08 Union Membership .....	6
	2.09 Protected Time for PAR-BC Representatives .....	6
	2.10 PAR-BC Representatives .....	6
<b>3</b>	<b>GRIEVANCE PROCEDURE</b> .....	7
	3.01 Differences Arising .....	7
	3.02 Resolution of Differences .....	7
	3.03 Policy Grievance .....	8
<b>4</b>	<b>ARBITRATION</b> .....	8
<b>5</b>	<b>TERMINATION AND DISMISSAL</b> .....	9
<b>6</b>	<b>RESIGNATION</b> .....	10
<b>7</b>	<b>COMPASSIONATE LEAVE</b> .....	10
<b>8</b>	<b>EDUCATIONAL LEAVE</b> .....	11
<b>9</b>	<b>MATERNITY/PARENTAL/ADOPTION LEAVE</b> .....	12
	9.01 Natural Mother .....	12
	9.02 Natural Father .....	14
	9.03 Adoptive Parents .....	16
	9.04 Return To Employment .....	17
	9.05 Leave for Birth of a Child .....	17
<b>10</b>	<b>SICK LEAVE AND MEDICAL EXAMINATIONS</b> ..	17
<b>11</b>	<b>STATUTORY HOLIDAYS</b> .....	18
	11.05 Work on Statutory Holiday .....	19
	11.06 Alternate Religious Holiday .....	19

<b>12 UNPAID LEAVE</b> .....	20
<b>13 VACATION LEAVE</b> .....	21
<b>14 PORTABILITY OF BENEFITS</b> .....	22
<b>15 MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, AND GROUP LIFE</b> .....	23
<b>16 FACILITIES FOR RESIDENTS</b> .....	27
16.02 Medical Reference Facility .....	27
16.03 Bulletin Boards .....	27
16.04 Lockable Facilities .....	27
16.05 Mail Slot .....	28
16.06 On-Call Areas .....	28
<b>17 UNIFORMS AND PAGERS</b> .....	28
17.01 Uniforms .....	28
17.02 Pagers .....	29
<b>18 GENERAL CONDITIONS</b> .....	29
18.01 Professional Liability .....	29
18.02 CMPA .....	29
18.03 IV, Blood Collection and Cardiograms .....	30
18.04 Parking .....	30
18.06 Damage to Personal Property .....	30
18.07 Theft of Residents' Medical Equipment .....	30
18.08 UBC Registration Fee .....	31
18.09 Termination of Entitlements and Benefits .....	31
<b>19 SCHEDULING</b> .....	31
19.04 Definition of Weekend .....	35
19.05 Flexible Days Off .....	35
<b>20 ALLOWANCES</b> .....	36
20.01 On-Call/Call-Back and On-Site/On-Call .....	36
20.05 Meal Allowance .....	36
20.07 Administrative Allowance .....	37

<b>21 REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS</b> .....	40
21.01 PAR-BC Schedule .....	40
21.02 Statement of Wages .....	43
<b>22 EFFECTIVE AND EXPIRY DATES</b> .....	44
<b>23 DISCRIMINATION</b> .....	44
<b>24 RETURN TO FORMER POSITION</b> .....	45
<b>25 LEAVE – COURT DUTY</b> .....	45
<b>26 DISTRIBUTED TRAINING LOCATIONS</b> .....	45
<b>27 REDUCTION IN RESIDENCY POSITIONS</b> .....	46
<b>28 PROVISION FOR IMMUNIZATIONS</b> .....	46
<b>29 PAYROLL RECORDS</b> .....	47
<b>30 OCCUPATIONAL HEALTH AND SAFETY</b> .....	47
<b>31 COPY OF AGREEMENT</b> .....	47
<b>Signatures page</b> .....	48
<b>MEMORANDUM OF AGREEMENT</b> .....	49
Re: Redesign of Current Payment Model for On-Call/Call-Back .....	49
<b>LETTER OF AGREEMENT</b> .....	55
Re: Memorandum of Agreement – Redesign of Current Payment Model for On-Call/Call-Back.....	55
<b>MEMORANDUM OF UNDERSTANDING</b> .....	56
Re: Article 2 – Union Recognition.....	56
<b>MEMORANDUM OF UNDERSTANDING</b> .....	57
Re: Workload During Pregnancy .....	57
<b>MEMORANDUM OF UNDERSTANDING</b> .....	58
Re: Maternity Leave/SEB.....	58
<b>LETTER OF UNDERSTANDING</b> .....	62
Re: Article 18.08 – UBC Registration Fee.....	62

<b>MEMORANDUM OF UNDERSTANDING</b> .....	63
Re: Orientation .....	63
<b>MEMORANDUM OF UNDERSTANDING</b> .....	64
Re: Internet Access .....	64
<b>MEMORANDUM OF UNDERSTANDING</b> .....	65
Re: On-Call Provisions .....	65
<b>LETTER OF UNDERSTANDING</b> .....	67
Re: Special Skills Residents .....	67
<b>LETTER OF UNDERSTANDING</b> .....	68
Re: Article 18.04 – Parking .....	68
<b>LETTER OF UNDERSTANDING</b> .....	69
Re: Distributed Training Locations .....	69
<b>MEMORANDUM OF AGREEMENT</b> .....	70
Re: Economic Stability Dividend .....	70
<b>MEMORANDUM OF AGREEMENT</b> .....	74
Re: Professional Expenses Benefit .....	74

**B. LETTER OF UNDERSTANDING between  
HEABC, PAR-BC and UBC**

<b>LETTER OF UNDERSTANDING</b> .....	76
Re: Administration of Employment Matters Affected by Academic Decisions* .....	76

\*This Letter of Understanding is included herein for reference only and does not form part of the Collective Agreement.

## **AGREEMENT**

Effective April 1, 2014 to March 31, 2019

### **BETWEEN:**

Health Employers Association of BC (hereinafter referred to as “HEABC”) representing and acting on behalf of:

British Columbia Cancer Agency (Vancouver Cancer Centre)  
Children’s and Women’s Health Centre of British Columbia Branch (B.C. Women’s Hospital and Health Centre)

Children’s and Women’s Health Centre of British Columbia Branch (British Columbia’s Children’s Hospital)

Fraser Health Authority (Royal Columbian Hospital, Eagle Ridge Hospital and Health Care Centre, and Chilliwack General Hospital)

Interior Health Authority (Kelowna General Hospital)

Northern Health Authority (Prince George Regional Hospital)

Providence Health Care Society (St. Paul’s Hospital)

Providence Health Care Society (St. Vincent’s Hospital - Heather)

Vancouver Coastal Health Authority (G.F. Strong Rehabilitation & George Pearson Centre)

Vancouver Coastal Health Authority (Vancouver Hospital, 12th & Oak Pavilions)

Vancouver Coastal Health Authority (Vancouver Hospital, UBC Pavilions)

Vancouver Island Health Authority (Royal Jubilee Hospital)

Vancouver Island Health Authority (Victoria General Hospital)

Vancouver Island Health Authority (Nanaimo General Hospital)

AND:

Professional Association of Residents of British Columbia (hereinafter referred to as “PAR-BC”) representing and acting on behalf of Residents.

**PREAMBLE:**

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

WHEREAS the parties to this Collective Agreement share a desire to provide excellence inpatient care; to maintain professional standards and to promote and maintain an effective and professional working relationship between the Employers, and the Residents; and

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

**ARTICLE 1**

**DEFINITIONS AND APPLICATION**

**1.01 Definitions**

In this Agreement, the following definitions shall apply:

“Academic” means all matters relating to the education and training requirements of a Residency Program that is accredited by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada and provided by the Faculty of Medicine, University of British Columbia. Academic matters are outside the scope of this Agreement.

“Academic Year” means a period of twelve (12) consecutive months beginning on July 1 and ending on June 30 of the following year.

“Associate Dean” refers to an Associate Dean of Medicine appointed by the University of British Columbia and responsible for Postgraduate Medical Education in the Faculty of Medicine.

“Dismissal” means the dismissal of a Resident by the Faculty of Medicine, University of British Columbia from a Residency Program.

“Employer” refers to the society, organization, corporation, facility, agency or centre as listed in the appendix attached to the certification issued by the Labour Relations Board of British Columbia.

“Program Director” means an individual employed, engaged or appointed by the Faculty of Medicine, University of British Columbia as a Residency Program Director responsible for overseeing and coordinating Resident education/training within a Residency Program offered by the Faculty of Medicine, University of British Columbia.

“Resident” means an individual employed solely for the purpose of completing a Residency Program and who is:

- a) a postgraduate physician trainee who has received a M.D. degree or an equivalent degree, and is registered with the College of Physicians and Surgeons of British Columbia as an Educational-postgraduate Resident; or
- b) a graduate in podiatry or dentistry enrolled in a postgraduate training program offered by the Faculty of Medicine, University of British Columbia

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

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

“Residency Program” means a Postgraduate Medical Education training program administered by the Faculty of Medicine, University of British Columbia that is recognized by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada.

“Termination” means the termination, by the Employer, of a Resident’s employment pursuant to Article 5.01, 5.04, or 5.05.

## **ARTICLE 2**

### **UNION RECOGNITION**

#### **2.01 Sole Bargaining Agent**

The Employer recognizes PAR-BC as the sole bargaining agent for all Residents affected by the Agreement.

#### **2.02 Union Deductions**

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

\*\*\*\*\*

Every Resident is required, as a condition of employment, to authorize deduction of PAR-BC dues, or an amount equivalent to PAR-BC dues, from his/her remuneration.

Therefore, please provide your authorization by signing the statement below and immediately providing the Employer and PAR-BC with a copy.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

- 2.03** (a) The Employer agrees to deduct monthly from the total earnings of each Resident, dues in the amount specified, and to forward to PAR-BC within twenty-eight (28) calendar days of the deduction, the total amount of such fees and dues collected together with the list of those Residents for whom deductions were made in the month concerned.
- (b) The dues remittance sheet shall itemize the base salary and the amount of any call, meal or administrative allowances paid to each Resident.
- 2.04** In the event that, for any reason, a Resident considers that he/she has a claim for reimbursement for all or any portion of dues deducted by the Employer, the claim shall be resolved directly and entirely between the Resident and PAR-BC. No claim shall be made on the Employer.
- 2.05** The Employer shall supply each Resident without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to PAR-BC by Residents during a taxation year. The receipts shall be mailed or delivered to Residents prior to March 1 of the year following each taxation year.

## **2.06 List of New Residents**

No later than April 1, where possible, the Employer shall ensure that PAR-BC is provided with the names and addresses of Residents who will be starting a Residency Program within the next three (3) months.

## **2.07 Orientation Meetings**

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

## **2.08 Union Membership**

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

## **2.09 Protected Time for PAR-BC Representatives**

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

## **2.10 PAR-BC Representatives**

PAR-BC shall inform the Employer in advance whenever the designated representatives of the union intend to visit the Employer's premises for the purpose of conducting

union business. Such visits shall not interfere with normal operations of the Employer.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **3.01 Differences Arising**

If a difference arises between the Employer and a Resident(s) or between the Employer and PAR-BC concerning the interpretation, application, operation, or any alleged violation of the Agreement, the Resident(s) will continue to perform his/her/their responsibilities in accordance with the Agreement until the difference is settled. All correspondence by either party relating to any grievance shall be copied to HEABC.

#### **3.02 Resolution of Differences**

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

##### **Stage 1**

Within fourteen (14) calendar days of the occurrence of the difference; or within fourteen (14) calendar days of when the Resident(s) first became aware of the matter giving rise to the difference, PAR-BC shall submit the grievance in writing to the individual designated by the Employer. The Employer shall, within twenty-one (21) calendar days from the receipt of the grievance hold a grievance meeting with a PAR-BC representative and give a written reply to PAR-BC. Should a settlement not be reached then:

##### **Stage 2**

Within twenty-one (21) calendar days of receipt of the written reply, PAR-BC will submit the grievance in

writing to the individual designated by the Employer. The matter will be discussed between the Employer and PAR-BC. Should a settlement not be reached at this stage, the grievance may be referred to arbitration pursuant to Article 4.

### **3.03 Policy Grievance**

If a difference of a general nature arises between PAR-BC and the Employer concerning the interpretation, application, operation, or alleged violation of this Agreement, the aggrieved party shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and stage 2 of Article 3.02 shall apply.

## **ARTICLE 4**

### **ARBITRATION**

**4.01** Either of the parties may notify the other party in writing within thirty (30) calendar days of the receipt of the reply at stage 2, of their desire to submit the difference to arbitration. Within fifteen (15) calendar days of receipt of such notification, the parties agree to submit the matter to an arbitrator chosen from the following list in descending order:

- D. McPhillips
- J. McConchie
- C. Taylor
- S. Lanyon
- D. Munroe
- J. Korbin

**4.02** The Arbitrator shall have full power to resolve all disputes arising under this Agreement, including the power to decide whether any matter is arbitrable or within the

scope of this Agreement. The decision of the Arbitrator shall be final and binding on both parties. The expenses and compensation of the Arbitrator shall be shared equally by the parties.

## **ARTICLE 5**

### **TERMINATION AND DISMISSAL**

- 5.01** The Employer may terminate a Resident for just cause, subject to the provisions of Article 3. When a Resident is terminated for just cause, he/she shall not be entitled to notice or payment in lieu of notice.
- 5.02** Should a grievance be filed as a result of Termination by the Employer, the grievance procedure shall be instituted at Stage 2 of the grievance procedure.
- 5.03** A Resident shall maintain active enrolment in a Residency Program and shall maintain registration with the College of Physicians and Surgeons of British Columbia as a condition of employment. For clarity, a Resident who is placed on leave of absence from a Residency Program, by the Faculty of Medicine, University of British Columbia is not considered to be actively enrolled in a Residency Program.
- 5.04** Notwithstanding Article 5.03, where a Resident is placed on leave of absence from a Residency Program by the Faculty of Medicine, University of British Columbia, the parties will meet to discuss the Resident's employment status. If the parties do not reach agreement to continue the Resident's employment within 30 days from the commencement of the leave of absence, the Resident's employment will be terminated. The Resident will remain on payroll throughout the 30 day process. Should the Resident elect Termination, he/she will receive severance as per Article 5.05.

- 5.05** In the event that the Employer is advised by the Faculty of Medicine, University of British Columbia that a Resident has been dismissed from a Residency Program, the Employer will terminate the Resident's employment and provide the Resident with payment equal to four (4) months' remuneration. PAR-BC will be provided with the name of any Resident that has been terminated as a result of a Dismissal.
- 5.06** All decisions by the Faculty of Medicine, University of British Columbia with respect to a Dismissal are Academic matters.

## **ARTICLE 6**

### **RESIGNATION**

- 6.01** A Resident who resigns from a Residency Program will be deemed to have resigned from his/her employment with an Employer.

## **ARTICLE 7**

### **COMPASSIONATE LEAVE**

- 7.01** When a Resident has been granted a compassionate leave of absence from a Residency Program, the Employer will grant leave from employment and compensate the Resident for a compassionate leave of up to three (3) days with pay in the event of death or serious illness of a Resident's spouse (including common-law), son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, legal guardian or legal ward.
- 7.02** When a Resident requires travelling time associated with a compassionate leave, the Employer will compensate a Resident for up to two (2) additional days leave with pay for the travelling time.

Such travel time must be taken coincident with the compassionate leave except when internment occurs at a later date than the initial memorial service or funeral.

- 7.03** A spouse includes a person living with a Resident as a spousal partner for a period of not less than one (1) year.

## **ARTICLE 8**

### **EDUCATIONAL LEAVE**

- 8.01** When a Resident is granted an educational leave from a Residency Program to attend short-term educational program(s) or conference(s) the Employer will grant a leave of absence with pay.

If a Resident is required/mandated to attend conferences then that Resident's registration fee shall be paid by the Employer. A Resident may be reimbursed for reasonable related travel expenses.

Where the Residency Program establishes that a particular training is mandatory, for example ATLS, then course fees will be paid by the Employer.

It is not a regular expectation that Residents will provide clinical management while on an approved educational leave; however, Residents must respond to urgent clinical referrals.

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

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

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

**8.03** Leave referred to in Article 8.01 and 8.02 shall not be deducted from vacation entitlement.

## **ARTICLE 9**

### **MATERNITY/PARENTAL/ADOPTION LEAVE**

#### **9.01 Natural Mother**

##### **(A) Maternity Leave**

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

The conclusion of a term of appointment will not interrupt the Resident's access to Maternity Leave Benefits.

**(1) Benefits**

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

**(B) Parental Leave**

Within the fifty-two (52) week leave period granted under Article 9.01 (A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

**(1) Benefits**

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

**(C) Parental Leave - Special Circumstances**

- (a) A Resident is entitled to up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition. This additional period of leave begins immediately after the end of the unpaid leave taken in Article 9.01 (B).
- (b) A Resident is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related

to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 9.01 (A) or Article 9.01 (B).

(c) A Resident's maximum combined entitlement to leave under Article 9.01 is limited to sixty-three (63) weeks.

**(D) Additional Leave**

Any further leave granted beyond the normal fifty-two (52) week period or for any additional weeks of parental leave (special circumstances) as set out in Article 9.01 (C) will be unpaid leave without any benefits.

**(E) Sick Leave Provisions**

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

**(F) Notice Required**

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

**(G) Doctor's Certificate**

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

**(H) Incapable of Performing Duties**

See the Memorandum of Understanding Re: Workload During Pregnancy and the Memorandum of Understanding Re: On-Call Provisions.

**9.02 Natural Father**

**(A) Parental Leave**

On four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up

to thirty-seven (37) consecutive weeks parental leave without pay.

**(1) Benefits**

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

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

If a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 9.02 (A) ends.

**(1) Benefits**

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

**(C) Additional Leave**

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

## **9.03 Adoptive Parents**

### **(A) Adoption Leave**

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

#### **(1) Benefits**

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

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

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

#### **(1) Benefits**

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

**(C) Additional Leave**

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

**9.04 Return To Employment**

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

Vacation entitlement will be prorated using the formula set out in Article 13.04.

**9.05 Leave for Birth of a Child**

A Resident will be granted two (2) days paid leave to attend the birth of his/her child. This clause does not apply to the birth mother.

**ARTICLE 10**

**SICK LEAVE AND MEDICAL EXAMINATIONS**

**10.01** The Employer shall not cause a Resident to suffer loss of pay or benefits due to sickness or accident while in a Residency Program, or until such time as the Resident becomes eligible for long-term disability payments under the qualification period in the Long Term Disability Plan in effect on December 31, 2012, whichever comes first. Coverage under this article shall commence on the first day on which the Resident carries out the duties of a Residency Program. A Resident whose appointment to a Residency Program has not been renewed, and whose injury or illness causing disability occurs during the term of his/her appointment, shall be deemed to be on leave of absence without pay for the period between the Termination of his/her appointment and the effective date of disability coverage.

- 10.02** A Resident will supply evidence of such illness or disability as required by the Employer.
- 10.03** Upon return to work, if there is a serious concern whether a Resident is capable of performing his/her duties in a safe manner, the Resident may be required by the Employer, at the request and expense of the Employer, to take a medical examination by a qualified physician of the Resident's choice.

## **ARTICLE 11**

### **STATUTORY HOLIDAYS**

- 11.01** Each Resident will receive a paid day off at his/her normal rate on or before the following statutory holidays and any other general holiday proclaimed by the federal or provincial government:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

- 11.02** If a statutory holiday falls within a Resident's vacation, or on his/her regularly scheduled day off, or when he/she is on call as per Article 19.02, the Resident shall receive an alternate day off without loss of pay. A Resident can take this alternate day within 12 months of earning it on a date mutually agreed between the Resident and the Residency Program.
- 11.03** Part-time Residents will receive the following pay for statutory holidays as set out in Article 11.01.

Days Paid per Calendar Year x Regular Pay x Eleven (11)  
261

- 11.04** Every Resident shall be entitled to at least five (5) consecutive days off during the twelve (12) day period that encompasses Christmas, New Year's Day and two (2)

full weekends. Those five (5) days off are to account for the three (3) statutory holidays, Christmas Day, Boxing Day, New Year's Day, and two (2) weekend days.

#### **11.05 Work on Statutory Holiday**

If a Resident is scheduled to work on a statutory holiday as identified in Article 11.01 and does work as scheduled, the Resident shall be paid double (2X) his/her normal rate and in addition will receive another day off with pay; except for Good Friday, Christmas Day and Labour Day when the remuneration shall be at the rate of double time and one-half (2.5) his/her normal rate, plus a day off in lieu of the holiday.

#### **11.06 Alternate Religious Holiday**

A Resident who is a practitioner of a recognized faith which does not celebrate Good Friday, Easter Monday and/or Christmas Day, may designate an alternate paid holiday as a replacement subject to the discretion of the Program Director which shall not be unreasonably withheld, subject to the provisions below:

1. Any such days sought to be designated pursuant to the above must be identified, explained and declared by the Resident by July 15 of each Academic Year in order to be considered;
2. Should a Resident be approved for an alternate designated paid holiday no premium pay shall be payable to the Resident on any of the regular paid holidays being replaced that they may work as a consequence;
3. Replacement staff working for an absent Resident off on his or her approved alternate designated holiday shall not be entitled to any premium pay for working the alternate holiday;

4. Where a Resident is scheduled to work their declared, designated holiday and does work as scheduled, the Resident shall be paid double (2X) his/her normal rate for the Easter Monday replacement day and in addition will receive another day off with pay; except for the Good Friday and Christmas Day replacement days when the remuneration shall be at the rate of double time and one-half (2.5X) his/her normal rate, and in addition will receive another day off with pay; If the declared, designated holiday falls within a Resident's vacation, or on his/her regularly scheduled day off, or when he/she is on call as per Article 19.02, the Resident shall receive an alternative day off without loss of pay to be taken at a time by mutual agreement within the Academic Year;
5. Article 11.04, above, shall not apply where a Resident designates an alternate to Christmas Day. However, if service requirements can be met, consideration will be given to providing the Resident with at least five (5) consecutive days off during the twelve (12) day period referred to in Article 11.04.

## **ARTICLE 12**

### **UNPAID LEAVE**

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

Residents taking unpaid leave will have their vacation entitlement prorated using the formula set out in Article 13.04. Employer paid benefits do not continue during extended leaves.

- 12.02** Residents taking unpaid leave will have their vacation entitlement prorated using the formula set out in Article 13.04.

Benefits coverage under Article 15 will not apply when on an unpaid leave of absence or an accumulation of unpaid leaves of absence, exceeds twenty (20) working days in a calendar year. A Resident may maintain coverage for benefits provided for under Article 15 of this Agreement for unpaid leave, including an unpaid leave arising from Article 5.04, exceeding twenty (20) working days by paying the Resident's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

## **ARTICLE 13**

### **VACATION LEAVE**

- 13.01** Residents shall be paid for twenty (20) working days annual vacation. It is understood by the parties that twenty (20) working days means a benefit of four (4) calendar weeks; a week is defined as seven (7) consecutive days.
- 13.02** (a) The scheduling of vacations shall be determined by the Program Director in accordance with operational and educational requirements. Residents will submit their requests to the Program Director in writing. The approval of the vacation request shall not be unreasonably withheld taking into consideration the operational and educational requirements of the Program. A minimum of two (2) consecutive weeks' vacation shall be granted to each Resident so desiring.
- (b) Subject to operational requirements, every effort will be made to permit a Resident at least his/her third choice for his/her vacation period.

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

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

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

Days Paid to		The Resident's
<u>June 30th inclusive</u>	X	Yearly Vacation Entitlement
261		

**13.05** Part-time Residents will receive vacation pay according to the following:

Days Paid to		The Resident's
<u>June 30th inclusive</u>	X	Yearly Vacation Entitlement
261		

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

**13.07** A common-law spouse includes a person living with a Resident as a spousal partner for a period of not less than one (1) year.

## **ARTICLE 14**

### **PORTABILITY OF BENEFITS**

**14.01** A Resident who is on an educational rotation approved by the Program Director shall be entitled to portability of benefits specified below among Employers in which PAR-BC is certified as bargaining agent, or any other Employer mutually agreed upon by the parties to this Agreement.

- 14.02** The Employer in which the Resident has accumulated benefits shall be called Employer A, and the Employer recognizing such benefits shall be called Employer B.
- (a) Vacation leave earned but not taken during previous appointment and accumulated at Employer A shall be credited by Employer B.
  - (b) Medical, Extended Health, and Dental shall be portable from Employer A to Employer B whether or not Employer B is a signatory of this Agreement, and appropriate arrangements shall be made to ensure continuity of coverage throughout the term of the appointment.
- 14.03** Benefits superior to those provided by the Agreement shall not be portable.
- 14.04** For the purpose of the portability and continuity of Article 10 and Article 15, when a Resident is appointed to a Residency Program, in an immediately succeeding Academic Year without a break in the continuity of their training Program in an Employer where PAR-BC is certified, and which is a member of HEABC, his/her prior appointment with the Employer(s) will be deemed to provide for portability of benefits contained in Articles 10 and 15.

## **ARTICLE 15**

### **MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, AND GROUP LIFE**

- 15.01** The Employer agrees to pay one hundred percent (100%) of the monthly premium for basic medical coverage for Residents and their dependants under a plan approved by the Medical Services Commission of B.C., or pay the equivalent of the cost of the B.C. Medical Services Plan

premiums to private health insurers on behalf of those Residents who are working on employment visas at Employers covered by this Agreement.

- 15.02** Membership in the plan is a condition of continuing appointment for Residents who are not members or dependants of members of another approved medical plan.
- 15.03** A dependant is a spouse (including common-law), child, adopted child, or legal ward, who is so classified for income tax purposes. If the plan agrees, the Resident may pay the full premium for non-dependants through payroll deduction.
- 15.04** Prior to January 1, 2013, the Employer will pay one hundred percent (100%) of the monthly premium for extended health benefit coverage for Residents and their dependants under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage. Effective January 1, 2013, the Employer will pay ninety percent (90%) of the monthly premium and the Resident will pay ten percent (10%) of the monthly premium; the deductible for extended health benefit coverage will be increased from \$25.00 to \$75.00. The plan benefits will include:
- i) The maximum lifetime amount payable per eligible Resident or eligible dependant shall be unlimited; and,
  - ii) The allowance for vision care will be \$225.00 every twenty-four (24) months per eligible Resident or eligible dependant; and,
  - iii) The allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible Resident or eligible dependant.
  - iv) The Extended Health Direct Pay Card similar to “Bluenet”.

- v) “A Medical Referral Transportation Benefit” comparable to standard plans that provide coverage for out-of-town travel for a Resident or dependant who is referred to a specialist or is referred for medical treatment.
- vi) Reinstatement of PharmaCare-tie in effective January 1, 2013 on prescription drugs, maintain exclusion of lifestyle drugs, add reference to low-cost alternatives and referenced-based priced drugs.
- vii) Contraceptives (including oral, injectables and IUD) effective January 1, 2013.

**15.05** The Employer will pay all the monthly premiums for a dental plan. Effective January 1, 2013, the Employer will pay ninety percent (90%) of the monthly premium and the Resident will pay ten percent (10%) of the monthly premiums for dental benefits.

Coverage will be:

- i) One hundred percent (100%) of the cost of the basic existing plan “A”;
- ii) Sixty percent (60%) of the cost of the extended plan “B” and;
- iii) Sixty percent (60%) of the cost of the extended plan “C” (Orthodontic Plan) subject to a lifetime maximum payment of \$2,750.00 per eligible Resident or eligible dependant with no run-offs for claims after Termination of employment.

A Resident is eligible for orthodontic services under plan “C” after twelve (12) months’ participation in the plan.

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

- 15.06** The Dental Plan shall cover Residents, their spouses (including common law) and children who are eligible and acceptable to the plan, provided they are not enrolled in another comparable plan.
- 15.07** Effective January 1, 2013, the Employer will no longer provide long-term disability coverage. Each Resident shall purchase and maintain his/her own long-term disability coverage at his/her cost. A Resident who is currently in receipt of benefits under the Long-Term Disability Plan in effect at December 31, 2012 will continue to receive benefits under the Plan for as long as they continue to meet the definition of disability under the Plan. A Resident who has established a date of disability prior to January 1, 2013 will continue to be eligible for benefits under the Plan.
- 15.08** Regular full-time and regular part-time Residents shall, upon completion of three (3) months' employment, become members of a Group Life Insurance Plan.
- The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000). Effective January 1, 2013, the Employer will pay ninety percent (90%) and the Residents will pay ten percent (10%) of the monthly premiums for The Group Life Insurance Plan.
- 15.09** A common-law spouse includes a person living with a Resident as a spousal partner for a period of not less than one (1) year.
- 15.10** Upon Termination of employment, all health and welfare benefits (except MSP) to which a Resident is entitled shall terminate.
- 15.11** Coverage under the above Plans becomes effective from the first day of the calendar month following the date of enrolment.

## **ARTICLE 16**

### **FACILITIES FOR RESIDENTS**

**16.01** The Employer agrees to make every possible effort to provide reasonable facilities and opportunities within its jurisdiction necessary for Residency Programs according to the standards of the Royal College of Physicians and Surgeons of Canada, and the College of Family Physicians of Canada.

#### **16.02 Medical Reference Facility**

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

#### **16.03 Bulletin Boards**

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

#### **16.04 Lockable Facilities**

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

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

### **16.05 Mail Slot**

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

### **16.06 On-Call Areas**

The Employer will provide suitable on-call areas for those Residents who are on-site for assigned duties. The Employer shall endeavour to make provisions in its planning of expanded facilities to incorporate such consideration.

The on-call area shall have clean sheets and towels changed on a 24-hour basis; a door which locks from the inside; a bed; a bedside lamp; privacy; a telephone; a non-public shower with hot and cold running water; a non-public sink; a non-public toilet; a suitable desk; and, a chair. The Employer will make reasonable efforts to provide a conventional or hospital bed, private telephone and reasonable access to computer resources.

The location of on-call rooms provided will be in reasonable proximity to the patient care area, taking into account the need for privacy and quiet. The Employer recognizes that it is desirable to have such on-call areas located in proximity to certain critical patient care units.

## **ARTICLE 17**

### **UNIFORMS AND PAGERS**

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

#### **17.01 Uniforms**

Uniforms which will be laundered by the Employer. The Employer may require the Resident to pay a refundable deposit for uniforms issued.

## **17.02 Pagers**

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

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

## **ARTICLE 18**

### **GENERAL CONDITIONS**

#### **18.01 Professional Liability**

The Employer shall indemnify and save harmless from any pecuniary loss, any Resident who, in the course of his/her appointment with the Employer, incurs a legal liability to pay damages as a result of the duties carried out by the Resident under the aegis of the Employer. Copies of the appropriate rider to the Employers' General Insurance Policy shall be provided to PAR-BC, and PAR-BC shall be advised of any significant changes to the policy which would affect the terms of liability coverage. The insurance carrier shall also be advised of the contents of this Article. In the event of an action involving a Resident, the Employer shall instruct the carrier to have due regard for the protection of the professional status of the Resident. In the event that several parties are named, the Employer will review with the carrier the possibility of providing the Resident with separate counsel.

#### **18.02 CMPA**

Effective January 1, 2013, all Residents will be required to maintain CMPA coverage at the Resident's expense.

No reimbursement shall be provided by the Employer for the cost of CMPA dues. However, partial payment of

CMPA dues may be made available to Residents in an Academic Year from under-expenditure of the Total Expenditure for call availability as directed by PAR-BC.

#### **18.03 IV, Blood Collection and Cardiograms**

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

#### **18.04 Parking**

The Employer will provide at its expense, parking at the Hospital for Residents on-call who are called back to work. The Employer is not responsible for tickets for parking infractions. Reference Letter of Understanding Re: Article 18.04 - Parking.

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

#### **18.06 Damage to Personal Property**

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

#### **18.07 Theft of Residents' Medical Equipment**

The Employer shall replace required medical equipment which is stolen from secured storage locations. The onus is on the Resident to provide satisfactory proof of the theft. Such equipment must be required by the Employer and is not otherwise provided for the Resident to perform

his/her duties. The Employer is not responsible for equipment lost through a Resident's inadvertence.

#### **18.08 UBC Registration Fee**

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

#### **18.09 Termination of Entitlements and Benefits**

All entitlements and benefits of this Collective Agreement apply for the duration that the Resident is enrolled in a Residency Program unless otherwise specified.

### **ARTICLE 19**

#### **SCHEDULING**

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

In the event that government, a regulatory body or tribunal, or an educational institution introduces legislation, regulations, rules, policies or guidelines regarding the hours or lengths of shifts that Residents may work or be scheduled to work, HEABC and PAR-BC will discuss forthwith any conflict between the legislation, regulations, rules, policies or guidelines and the provisions of this Agreement, and whether any consequential changes should be made to this Agreement.

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

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

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

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

1. Scheduled duty assignments must be separated by not less than eight (8) non-working hours.
2. There shall be at least two (2) twenty-four (24) hour periods of scheduled non-working time per two (2) week period.
3. Residents shall not work more than two (2) consecutive nights on-call in any seven (7) day period.
4. If, while on a shift of 24 hours or longer, a Resident is prevented from obtaining at least four (4) consecutive hours uninterrupted by any duty assignments for purposes of rest, the Resident shall be relieved of duty no later than 10:00 a.m., subject to the Resident's obligation to ensure continuity of care. On any such shift, Residents may only be assigned clinical responsibilities that can reasonably be completed by 10:00 a.m., unless exigent circumstances, such as a patient emergency, necessitate the assignment of a duty that will require a Resident's service subsequent to 10:00 a.m. Despite the foregoing, Residents, at their

discretion, may stay on duty subsequent to 10:00 a.m. for compelling academic or humanistic reasons.

The Employers will make available to PAR-BC, on-call schedules on a regular basis.

**19.02** On those services, or rotations where strict application of Article 19.01 may be in conflict with the educational and service requirements of the Residency Program, the parties agree to the following process to determine whether accommodations can be made.

- The Employer of its own volition or on behalf of the Associate Dean, or a Program Director, may request variance to Article 19.01 specific to the rotation, or service.
- An ad hoc committee will be struck of equal representation from PAR-BC and the Employer and should the Employer choose, a member from the Residency Program seeking an accommodation. Under no circumstances will that individual be a Resident Physician.
- The committee will meet and make a best effort to find a mutual agreement to the issue before it.
- A mutual agreement of the committee will be accepted as a variation to the collective agreement for the specific Resident(s) and without prejudice to the position of either party with respect to the meaning or interpretation of other terms of the Agreement for the duration of the term of the Agreement.
- Such agreements will be confirmed in letters of understanding between the parties.
- The committee will have thirty (30) days from the date that a request for an accommodation is made to meet and issue its decision.

Failing informal resolution, either PAR-BC on behalf of its members, or the Employer on behalf of the Residency Program, or singularly, within ten (10) days of taking the position that resolution cannot be reached may refer the matter to John Kinzie or another individual by mutual agreement, for an expedited arbitration. The party referring the matter to the arbitrator shall ensure that the other party is notified.

The arbitrator will have the ability to seek clarification from the parties.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. Those decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

Each party shall submit to the arbitrator its written position, rationale, and any supporting documentation within ten (10) days of referring the matter to arbitration. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

The arbitrator will issue a final and binding award within ten (10) days of receiving the submissions of the parties. The award shall be short and concise.

The parties shall share equally the fees and expenses of the arbitrator.

It is understood that it is not the intention of either party to appeal a decision under this section.

With the passage of time the basis upon which an arbitrator made his decision may change. If the basis for the decision changes, either party may reinitiate the process up to and including referral to expedited arbitration.

PAR-BC retains the right to file a grievance regarding violations to Article 19.01. Should that occur, the process outlined in this article shall apply.

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

**19.04 Definition of Weekend**

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

**19.05 Flexible Days Off**

As of July 1, 2012, each Resident may take two (2) paid flexible days off (FDO) per Academic Year. Part-time Residents will receive FDOs on a pro-rata basis to their part-time equivalency in the Residency Program.

FDOs are not to be paid out and cannot be carried over to the next Academic Year. In the event that an FDO is not used in the Academic Year in which it is granted it will be forfeited and will not accrue any liability on the part of the Employer.

It is the responsibility of the Resident to ensure that the use of a FDO does not result in a failure to meet the requirements of a Residency Program. The scheduling of FDO's will be as agreed by the Resident and the Program Director.

## **ARTICLE 20**

### **ALLOWANCES**

#### **20.01 On-Call/Call-Back and On-Site/On-Call**

On Call Allowances

A single, blended allowance is established as follows:

April 1, 2009                      \$400.90/month

**20.02** Part-time Residents will receive allowances proportionate, depending on time worked, to that of a full-time Resident.

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

**(Note:** The Memorandum of Agreement Re: Redesign of Current Payment Model for On-Call/Call-Back replaces Articles 20.01 through Article 20.03)

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

- (a) an allowance of fifty cents (\$0.50) per kilometer; or
- (b) taxi fare from home to the hospital and return.

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

#### **20.05 Meal Allowance**

The meal allowance will be increased by the same percentage as the general wage increases, including the Economic Stability Dividend, as applicable, applied to the remuneration schedule and on the same dates.

Meals shall be provided pursuant to the approved on-site/on-call schedule provided to the Employer in

accordance with the following formulas as adjusted to reflect the general wage increases, including the Economic Stability Dividend, as applicable:

<b>First Pay Period After April 1, 2013</b>		<b>First Pay Period After April 1, 2015</b>	
Breakfast	\$3.56	Breakfast	\$3.60
Lunch	\$3.56	Lunch	\$3.60
Dinner	\$5.94	Dinner	\$6.00
<b>Total</b>	<b>\$13.06</b>	<b>Total</b>	<b>\$13.20</b>

or continuation of the meal ticket system.

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

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

An Employer which elects to continue the meal ticket system shall assign a value to the tickets for taxation purposes which reflect the costs of the meals provided.

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

**20.07 Administrative Allowance**

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

The designation of a Resident as Chief (Administrative) Resident is an Academic matter.

The administration allowance is compensation for the significant administrative functions that may include, but are not limited to the following duties, but are illustrated

by: the preparation of all schedules and on-call rotations, organizing and scheduling of department rounds, liaison between house staff and senior staff and acting as a resource person for Residents for the purpose of teaching, supervision, peer review, appointments to appropriate committees and attendance at meeting as required to discuss matters related to the Residency Programs.

Upon being advised by the Associate Dean that a Resident is formally designated as Chief (Administrative) Resident, the Employer shall pay a stipend as set out in the chart below.

The amount of the stipend is to be determined based on the number of full-time equivalents enrolled and actively engaged in the Residency Program for which the Resident is the Chief (Administrative) Resident as follows:

<b>First Pay Period After April 1, 2013</b>		<b>First Pay Period After April 1, 2015</b>	
Number of FTE	Stipend (per Academic year)	Number of FTE	Stipend (per Academic year)
Fewer than 3	\$0.00	Fewer than 3	\$0.00
3 to 4	\$1,112.95	3 to 4	\$1,124.08
5 to 10	\$2,225.91	5 to 10	\$2,248.17
11 to 15	\$2,782.38	11 to 15	\$2,810.20
16 to 20	\$3,338.85	16 to 20	\$3,372.24
21 to 25	\$3,895.33	21 to 25	\$3,934.28
26 to 30	\$5,008.28	26 to 30	\$5,058.36
31 to 35	\$6,121.22	31 to 35	\$6,182.43
36 to 40	\$6,677.72	36 to 40	\$6,744.50
41 to 45	\$7,234.19	41 to 45	\$7,306.53
46 to 50	\$8,347.13	46 to 50	\$8,430.60
51 to 55	\$9,460.09	51 to 55	\$9,554.69
56 to 60	\$10,016.56	56 to 60	\$10,116.73
61 to 65	\$10,573.05	61 to 65	\$10,678.78

The administrative allowance will be increased by the same percentage as the general wage increases, including the Economic Stability Dividend, as applicable, applied to the remuneration schedule and on the same dates.

In the event that the Associate Dean advises the Employer that a Resident is designated Chief (Administrative) Resident for only part of an Academic Year, or if two (2) or more Residents are designated as Chief (Administrative) Residents, the Employer will pro-rate the amount of the stipend accordingly.

## ARTICLE 21

### REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS

#### 21.01 PAR-BC Schedule

The April 1, 2013 rates will remain in effect until the first pay period after April 1, 2015. Wage rates will increase starting the first pay period after the following dates and at the respective rates:

- \* April 1, 2015            1.0%
- \* February 1, 2016    Economic Stability Dividend (as applicable)
- \* April 1, 2016            .5%
- \* February 1, 2017    1.0% + Economic Stability Dividend (as applicable)
- \* April 1, 2017            .5%
- \* February 1, 2018    1.0% + Economic Stability Dividend (as applicable)
- \* April 1, 2018            .5%
- \* February 1, 2019    1.0% + Economic Stability Dividend (as applicable)

Entitlement to the general wage increases from the Economic Stability Dividend is determined in accordance with the Memorandum of Agreement Re: Economic Stability Dividend.

The schedule will be as follows and will be adjusted to reflect the general wage increases, including the Economic Stability Dividend, as applicable, in accordance with the dates set out above:

### **First Pay Period After April 1, 2013**

Resident I	Annual	\$49,934.50
	Monthly	\$4,161.21
Resident II	Annual	\$55,705.25
	Monthly	\$4,642.10
Resident III	Annual	\$60,702.95
	Monthly	\$5,058.58
Resident IV	Annual	\$65,341.31
	Monthly	\$5,445.11
Resident V	Annual	\$70,268.71
	Monthly	\$5,855.73
Resident VI	Annual	\$75,022.44
	Monthly	\$6,251.87
Resident VII	Annual	\$79,951.15
	Monthly	\$6,662.60

## **First Pay Period After April 1, 2015**

Resident I	Annual	\$50,433.85
	Monthly	\$4,202.82
Resident II	Annual	\$56,262.30
	Monthly	\$4,688.53
Resident III	Annual	\$61,309.98
	Monthly	\$5,109.17
Resident IV	Annual	\$65,994.72
	Monthly	\$5,499.56
Resident V	Annual	\$70,971.40
	Monthly	\$5,914.28
Resident VI	Annual	\$75,772.66
	Monthly	\$6,314.39
Resident VII	Annual	\$80,750.66
	Monthly	\$6,729.22

## **Categories of Residents**

The status of a Resident is an Academic matter to be determined by the Program Director and/or the Associate Dean.

The Residency Program level to which a Resident is assigned shall be in accordance with the requirements of the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada. The appointment of a Resident shall be within the sole discretion of the Associate Dean of the Faculty of Medicine at the University of British Columbia. Upon approval by the Associate Dean, the Employer will pay a Resident in accordance with the following level definitions:

## **Definitions**

R-1 A Resident who is in the first year of a Residency Program

R-2 A Resident who is in the second year of a Residency Program

R-3 A Resident who is in the third year of a Residency Program

R-4 A Resident who is in the fourth year of a Residency Program

R-5 A Resident who is in the fifth year of a Residency Program

R-6 A Resident who is in the sixth year of a Residency Program

R-7 A Resident who is in the seventh year of a Residency Program

A Resident, prior to an appointment, shall be advised by the Program Director or Associate Dean into which of the categories he/she is appointed.

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

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

### **21.02 Statement of Wages**

The Employer may opt to provide a Resident with the statement of wages electronically rather than with a paper copy.

## **ARTICLE 22**

### **EFFECTIVE AND EXPIRY DATES**

This Agreement shall be effective from April 1, 2014, and shall remain in force and be binding upon the parties until the expiry date of March 31, 2019, and thereafter from year to year subject to the right of either party to give written notice to the other party pursuant to Section 47 of the Labour Relations Code of British Columbia. The Agreement shall remain in force during negotiations until a new Agreement comes into effect.

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

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

## **ARTICLE 23**

### **DISCRIMINATION**

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

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

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

## **ARTICLE 24**

### **RETURN TO FORMER POSITION**

Upon return from leave referred to in Article 9, a Resident shall resume training at the same residency level in the same program. He/she shall be provided the opportunity to complete the required training.

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

## **ARTICLE 25**

### **LEAVE - COURT DUTY**

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

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

## **ARTICLE 26**

### **DISTRIBUTED TRAINING LOCATIONS**

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

Reference - Letter of Understanding - Re: Distributed Training Locations.

## **ARTICLE 27**

### **REDUCTION IN RESIDENCY POSITIONS**

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

To accommodate reductions required by reduced funding the Employers will first reduce positions allocated to new entrants into Residency Programs. (See Letter of Understanding - Re: Distributed Training Locations)

## **ARTICLE 28**

### **PROVISION FOR IMMUNIZATIONS**

- 28.01** Hepatitis B vaccination will be provided to Residents upon request.
- 28.02** Where Residents are exposed to infectious or communicable diseases for which there are proven, protective immunizations, available, such immunization will be provided at no cost to the Resident.
- 28.03** All Residents are required to present an immunization profile to the Employer which would include a history of immunizations for: hepatitis B, measles, mumps, rubella and DPT unless a Resident's physician has advised in writing that such a procedure may have an adverse effect on the Resident's health. Rubella is an exception where the Resident is of the opinion that a pregnancy is possible.
- 28.04** All Residents are expected to have yearly influenza immunizations unless medically contraindicated.

## **ARTICLE 29**

### **PAYROLL RECORDS**

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

## **ARTICLE 30**

### **OCCUPATIONAL HEALTH AND SAFETY**

**30.01** The Employer and PAR-BC agree to work together in the promotion of safe working conditions, prevention of workplace injuries and the promotion of safe work practices.

The Employer and PAR-BC will work together to ensure that Residents have clarity with respect to how to access appropriate Occupational Health Services in the event of work related injury or illness.

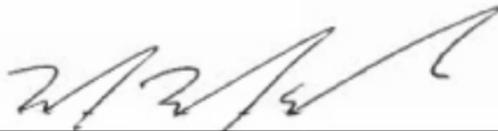
Where a Resident reports an illness or injury to the Employer, the Resident will be treated the same as other employees at the worksite where the incident occurred for all purposes relating to the illness or injury, including first aid eligibility and treatment at the worksite, and workers compensation arising from the illness or injury.

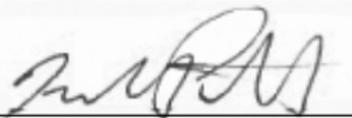
## **ARTICLE 31**

### **COPY OF AGREEMENT**

**31.01** The Employers will make available copies of the Collective Agreement in booklet form to Residents. The cost of printing will be shared equally between HEABC and PAR-BC.

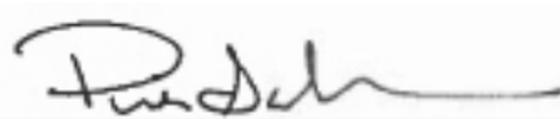
**Signed on behalf of Health Employers  
Association of British Columbia**

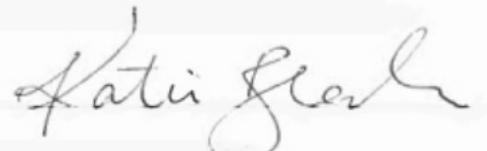
per:   
Michael Marchbank, President and Chief Executive Officer

per:   
Matt Prescott, Executive Director, Legal Services and Strategic Labour  
Relations

per:   
Eleana Swift, Associate Counsel, Physician Services Secretariat

**Signed on behalf of Professional  
Association of Residents of British Columbia**

  
per:   
Pria Sandhu, Executive Director

per:   
Dr. Katie Beadon, President

Dated this 29 day of October, 2014

# MEMORANDUM OF AGREEMENT

BETWEEN

**HEALTH EMPLOYERS' ASSOCIATION OF BRITISH  
COLUMBIA**

AND

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

## **Re: Redesign of Current Payment Model for On-Call/Call-Back**

The Employer and PAR-BC agree to work together to implement the following payment model for call responsibilities effective July 1, 2014 to replace the Memorandum of Agreement Re: Redesign of Current Payment Model for On-Call/Call-Back in the 2010-2014 Agreement on the following terms and conditions:

### **A. DEFINITIONS, PAYMENT ELIGIBILITY AND SCHEDULING**

“Actual Expenditures” means the expenditures for call payments and PAR-BC’s reasonable labour costs to administer the call payment scheme, incurred in each Academic Year.

“Projected Actual Expenditures” means the expenditures for call payments and PAR-BC’s reasonable labour costs to administer the call payment scheme, incurred in the first half of each Academic Year, multiplied by two.

“Total Expenditure” means the total funding available for call payments in each Academic Year. The total funding for the 2013/14 Academic Year was \$4,529,569. The amount of funding comprising the Total Expenditure in each subsequent Academic Year will vary from the total funding for the 2013/14 Academic Year proportionately on the basis of a change to the number of Residents enrolled in the Residency Programs, and will be set

prior to the commencement of each Academic Year.

“On-Call Surplus” is defined in paragraph C3 below.

#### Call Shifts Attracting Payment

“Evening Call” means a period of In-Hospital call from 5:00 p.m. to 11:00 p.m.

“Overnight Call” means a period of call lasting twelve (12) hours or more, of which one full hour is after 11:00 p.m. and before 6:00 a.m.

“Weekend Day Call” means a period of In-Hospital call lasting a minimum of eight (8) hours during regular working hours of service on the weekend as defined in Article 19.04 and on holidays.

#### Two types of On-Call Responsibility

1. The two types of on-call responsibility are:
  - a. In-Hospital: where the Resident is scheduled to be immediately available to provide clinical services and is required to remain in the hospital for the scheduled call time period. In-Hospital call does not include “day call” during regular working hours of service Monday to Friday; and
  - b. Out-of-Hospital: where the Resident is scheduled to be available, but not required to remain onsite for the scheduled call time period. If onsite attendance is needed, the Resident shall be required to come in. Out-of-Hospital call does not include “day call” during regular working hours of service Monday to Friday.

2. Payment eligibility for call is based on the following:
  - a. The rate of payment for a unit of In-Hospital Overnight Call for the 2014/2015 Academic Year will be \$100.00.
  - b. The rate of payment for a unit of Out-of-Hospital Overnight call, Weekend Day Call (In-Hospital) and Evening Call (In-Hospital) for the 2014/2015 Academic Year will be \$50.00.
  - c. A Resident who is scheduled for Out-of-Hospital Overnight Call, but who is required to work more than four (4) consecutive hours onsite during the call period, of which more than one (1) hour is past 11:00 p.m. and before 6:00 a.m., will receive payment for a unit of In-Hospital Overnight Call instead of a payment for a unit of Out-of-Hospital Overnight Call.
  - d. In-Hospital or Out-of-Hospital call that is scheduled to start on Saturday 8:00 a.m. and end on Monday 8:00 a.m. and is provided, will be considered to be two units of call.
3. The Memorandum of Understanding Re: On-Call Provisions continues to apply.
4. This Memorandum of Agreement replaces Article 20.01 through Article 20.03 of the Agreement.
5. Termination of call requirements and scheduling of call within Residency Programs are Academic matters.

## **B. IMPLEMENTATION**

1. The protocols and administrative processes, including the necessary forms and documents required for implementation of this call payment scheme, were determined by a Joint Implementation Committee (“JIC”) of HEABC/Employer and PAR-BC, following the ratification of the 2010-2014 Collective Agreement. The

protocols and administrative processes established by the JIC, which will continue, consist of the following:

- a. Submission of a monthly reimbursement form to be submitted to the PAR-BC office by each Resident claiming payment with provision for signed verification by the Resident of the accuracy of the call information and claim for payment.
  - b. Compilation of all claims for payment and submission of call payment information by the PAR-BC office to the paying agency in a manner acceptable to the paying agency so it can process payments to Residents on a timely basis.
  - c. Process for collecting and processing call schedule data to efficiently enable implementation of this call payment scheme.
  - d. Determination of reasonable labour costs for the administrative responsibilities provided by PAR-BC to implement and administer this call payment scheme.
2. Any additional forms and documents required for the implementation of Weekend Day Call, Evening Call, and any other changes resulting from this Memorandum of Agreement will be determined by a newly constituted Joint Implementation Committee of HEABC/Employer and PAR-BC, to be established within thirty (30) days of ratification of the Agreement.
  3. Each party to this Agreement will appoint no more than two representatives to the newly constituted JIC. The parties agree that the University of British Columbia will not appoint representatives to the newly constituted JIC.

## **C. EXPENDITURE MANAGEMENT**

1. Actual Expenditures will not exceed the Total Expenditure.
2. Upon the conclusion of the first half of each Academic Year, HEABC will determine the unit payment rates for the following Academic Year. The unit payment rates will remain the same as the previous year unless the Projected Actual Expenditures exceed the Total Expenditure by more than \$200,000, in which case, the projected over-expenditure will be ameliorated by reducing the unit payment rates commencing at the start of the following Academic Year, such that the projected over-expenditure should be recovered over the course of the following Academic Year.
3. If, at the end of each Academic Year, the Total Expenditure is at least \$200,000 greater than the Actual Expenditures, the difference between the (i) Actual Expenditures and (ii) Total Expenditure minus a contingency of 1% ("On-Call Surplus") will be distributed in accordance with paragraph 2 of the Memorandum of Agreement Re: Professional Expenses Benefit and there will be no change to the unit payment rates for the following Academic Year notwithstanding any prior determination made by HEABC to reduce them under C.2.
4. For each Academic Year, any over or under-expenditure of the Total Expenditure existing at the commencement of the next Academic Year (i.e., carried over from the preceding year), will be incorporated into the calculations set out in paragraphs C2 and C3, above.
5. In order for HEABC to determine if a change to the unit price is necessary for each Academic Year in accordance with paragraph C2 above, and in order for HEABC to

determine if an On-Call Surplus exists for each Academic Year, in accordance with paragraph C3 above, PAR-BC will provide HEABC with a record of all claims submitted for payment by Residents and paid out by PAR-BC as soon as practicable and no later than two months subsequent to the conclusion of each block.

6. HEABC will inform PAR-BC in writing of any proposed change to the unit payment rates pursuant to paragraph C2 above, prior to the commencement of the upcoming Academic Year (“Proposed Change”), as soon as practicable following the University of British Columbia’s determination of the number of Residents enrolled in the Residency Programs for the upcoming Academic Year. Within 30 days of HEABC notifying PAR-BC of the Proposed Change, a JIC meeting will be held to review the Proposed Change, wherein HEABC will consult with PAR-BC regarding the Proposed Change and consider any alternatives to the Proposed Change that might be tabled. Subsequent to the JIC meeting, HEABC will consider any alternative presented by PAR-BC at the JIC meeting, and subsequently, decide how to proceed. HEABC will inform PAR-BC of the nature of the change they intend to implement and will finalize the change to the unit rate.
7. The Employer has the right to audit the call data at the level of individual Resident and/or administrative processes for which PAR-BC has responsibility.

**LETTER OF AGREEMENT**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

**Re: Memorandum of Agreement - Redesign of Current  
Payment Model for On-Call/Call-Back**

Dear Mr. Tarasoff,

This is to confirm the parties' understanding and agreement that the revisions to the Memorandum of Agreement Re: Redesign of Current Payment Model for On-Call/Callback negotiated in the current round of collective bargaining are not intended to alter the interpretation or application of article 19.01 or the Memorandum of Agreement Re: On Call Provisions.

Further, it is understood that call duties are a core responsibility for residents and the parties' agreement to introduce payment for weekend and evening call is not intended to have any impact on resident work hours or the scheduling of resident call shifts.

Yours truly,

(original signed by Matt Prescott)

Matt Prescott

Director, Labour Relations

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

## **Re: Article 2 - Union Recognition**

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

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

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

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

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

## **Re: Workload During Pregnancy**

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

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

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

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

## **AND**

### **PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA**

#### **Re: Maternity Leave/SEB**

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

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female Residents who are on approved Maternity Leave pursuant to the Collective Agreement.
2. The benefit level for eligible Residents under the Plan is as follows:
  - (a) Maternity Leave allowance will provide an eligible Resident with two (2) weeks remuneration at 85% of the Resident’s normal weekly earnings.
  - (b) An additional fifteen (15) weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the Resident and 85% of the Resident’s normal weekly earnings will be made by the Employer to the Resident.
  - (c) Benefits under this Plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.

- (d) For the purpose of this Plan, “normal weekly” earnings shall mean half of the Bi-weekly rate as listed in the Wage Schedule, prorated for part-time Residents.
  - (e) The conclusion of a term of appointment will not interrupt the Resident's access to SEB benefits.
3. Residents are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, a Resident may opt to utilize sick leave instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.

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

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

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

- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

**Re: Article 18.08 - UBC Registration Fee**

The parties agree that one aspect of “amelioration” in Article 19.08 is joint representation on the prospect of new or increased tuition/fees.

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

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

## **Re: Orientation**

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

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

**Re: Internet Access**

The Employer will provide 24-hour Internet access with an appropriate computer and screen, the sole purpose of which is to access educational information such as OVID, Med Line and Grateful Med.

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

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

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

## **Re: On-Call Provisions**

In-Hospital call and Out-of-Hospital call shall comply with Article 19.01. In addition, In-Hospital call is on a one-in-four (1:4) basis and it shall be administered as follows:

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

11-14 days on service - 3 calls

15-18 days on service - 4 calls

19-22 days on service - 5 calls

23-26 days on service - 6 calls

27-29 days on service - 7 calls

30-34 days on service - 8 calls

35-38 days on service - 9 calls

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

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

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

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

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

If recommended in writing by their treating physician, midwife or nurse practitioner, pregnant Residents shall not be scheduled for call after the twenty-fourth week of gestation.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

**Re: Special Skills Residents**

February 26, 2002

Ms. Zoe Towle  
Administrator  
PAR-BC

Dear Ms. Towle:

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

Yours truly,

(original signed by K.D. Burnett)

K.D. Burnett

Senior Consultant, Consulting Services

HEABC

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

**Re: Article 18.04 – Parking**

February 26, 2002

Mr. Ken Burnett  
Senior Consultant, Consulting Services  
HEABC

Dear Mr. Burnett:

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

Yours truly,

(original signed by Zoe Towle)

Zoe Towle  
Administrator  
PAR-BC

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

**Re: Distributed Training Locations**

- Accommodation will be secure and will have consideration for privacy.
- Accommodation should be clean and well maintained, self-contained, have access to full kitchen, bathroom and laundry facilities.
- The Employer will consider requests for advances of expenses.
- There shall be an unscheduled day between rotations.
- Accreditation standards, for education and teaching, shall be recognized and maintained.
- Education activities that the Program Director deems the Resident must attend and where there is prior written approval of the Postgraduate Dean's Office, the Resident will have transportation costs between the sites reimbursed.
- The Employer will authorize and provide a return trip to the Resident's program base at the end of every four week block. Alternatively, a return trip will be provided to the Resident's partner.
- In the event of a leave arising under Article 7.01, the Resident shall be reimbursed 50% of return travel expenses between the program base and the distributed location.

# MEMORANDUM OF AGREEMENT

## BETWEEN

### HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

## AND

### PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

#### **Re: Economic Stability Dividend**

#### **Definitions**

1. In this Memorandum of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this MOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this MOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

## **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November – Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 – Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat; and

- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

### **Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

# MEMORANDUM OF AGREEMENT

## BETWEEN

### HEALTH EMPLOYERS' ASSOCIATION OF BRITISH COLUMBIA

## AND

### PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

#### **Re: Professional Expenses Benefit**

1. In order to assist Residents with the costs relating to their residency and professional development, including the cost of (i) exam fees, (ii) CMPA premiums and (iii) registration fees for short-term educational programs and conferences, a lump sum payment in the following amounts will be provided, at the conclusion of each Academic Year, commencing at the conclusion of the 2014/2015 Academic Year, to Residents in the following years of a Residency Program:
  - a. R1 - \$1000; and
  - b. R2 - \$1000.
2. If, at the conclusion of each Academic Year, starting with the 2014/2015 Academic Year, there is an On-Call Surplus, as defined by the Memorandum of Agreement Re: Redesign of Current Payment Model for On-Call/Call-Back, the On-Call Surplus will be distributed as a lump sum payment to each Resident in year three to year seven of a Residency Program, at the conclusion of the Academic Year following the Academic Year in which the On-Call Surplus was generated. The purpose of the payment is to assist Residents with the costs of (i) exam fees, (ii) CMPA premiums and (iii) registration fees for short-term educational programs and conferences.

**Letter of  
Understanding**

**BETWEEN**

**HEABC**

**Health Employers Association  
of British Columbia**

**AND**

**PAR-BC**

**Professional Association of Residents  
of British Columbia**

**AND**

**UBC**

**The University of British Columbia**

**Re: Administration of Employment Matters Affected by  
Academic Decisions\***

*\*This Letter of Understanding is included herein for reference  
only and does not form part of the Collective Agreement.*

**LETTER OF UNDERSTANDING**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH  
COLUMBIA**

**(“HEABC”)**

**AND**

**PROFESSIONAL ASSOCIATION OF RESIDENTS OF  
BRITISH COLUMBIA**

**(“PAR-BC”)**

**AND**

**THE UNIVERSITY OF BRITISH COLUMBIA  
(“UNIVERSITY”)**

**Re: Administration of Employment Matters Affected by  
Academic Decisions**

WHEREAS the parties acknowledge that decisions made by the University in furtherance of Academic goals and objectives may also affect the terms and conditions of employment of the Residents; and

WHEREAS the University is not a party to the Collective Agreement between HEABC, on behalf of certain HEABC Members (“Employer”) and PAR-BC that sets out the terms and conditions of employment of the Residents (the “Collective Agreement”); and

WHEREAS HEABC, PAR-BC and the University wish to accurately describe and define the relationships that exist amongst

them in relation to the Residents and wish to provide a mechanism for coordinating administration of those University Academic decisions that also affect the employment conditions of the Residents.

THEREFORE HEABC, PAR-BC and the University agree as follows:

1. The parties agree that definitions in this Letter of Understanding will be as defined in the Collective Agreement unless otherwise defined in this Letter of Understanding.
2. Nothing in this Letter of Understanding can or should be construed as creating an employment relationship between the Residents and the University. The parties agree that neither this Letter of Understanding, or any activities carried out in furtherance of the terms of this Letter of Understanding, will be referred to or relied upon as evidence of an employment relationship between the Residents and the University in any proceedings involving all or any of the parties.
3. As long as this Letter of Understanding is in effect PAR-BC and HEABC agree that the Articles of the Collective Agreement set out in Appendix A will be administered in accordance with the terms of this Letter of Understanding.
4. PAR-BC and HEABC will continue to bargain collectively for the successive renewal of the Collective Agreement pursuant to its terms which include those Articles listed in Appendix A.

#### Academic Matters

5. Assignment of Residents to rotations in the Employer's facilities is a matter wholly within the jurisdiction of the University. The Employer cannot provide employment to a Resident who has not been assigned to the Employer's facilities by the University.

6. The University, through the Program Directors and/or Chief (Administrative) Residents, is responsible for scheduling Residents and, except as provided for in this Letter of Understanding or as required to meet Academic requirements, agrees to schedule Residents in accordance with the applicable Articles listed in Appendix A. Scheduling includes granting of certain leaves of absence and vacation, granting of days in lieu of statutory holidays and on-call requirements.

Where the University determines that strict application of the Article(s) listed in Appendix A conflicts with the Academic requirements of a Resident, or a Residency Program, the University may decide to vary the application of the applicable Article(s) to the Resident. The University agrees that such variances will be made where necessary to comply with its policies and in furtherance of Academic objectives related to meeting Royal College of Physician and Surgeons of Canada (“RCPS”) and College of Family Physicians of Canada (“CFPC”) requirements. The University agrees that where it is necessary to vary the application of any Article(s) to a Resident, it will vary the application of the applicable Article(s) to the minimum extent necessary to achieve compliance with its policies and to further Academic objectives relating to RCPS and CFPC requirements. The University in its sole discretion determines whether a Resident has met the attendance requirements to permit Academic evaluation in any given rotation in a Residency Program.

7. Any disputes arising from decisions made by the University under Section 6 of this Letter of Understanding will not be resolved pursuant to the dispute resolution process set out in this Letter of Understanding or under any process available in the Collective Agreement. The University acknowledges that PAR-BC may provide advice and support to the Resident

regarding decisions made by the University under Section 6 of this Letter of Understanding and that PAR-BC, at the Resident's request, may attend meetings solely to provide such advice and support.

8. If the Resident is unable to resolve any dispute related to a decision made by the University under Section 6 with the Program Director then the Resident may refer the matter to the Associate Dean, Postgraduate Medical Education (the "Associate Dean") for resolution. The University acknowledges that PAR-BC may provide advice and support to the Resident regarding this process and that PAR-BC, at the Resident's request, may attend any meetings solely to provide such advice and support. Where the Associate Dean confirms the decision to vary the strict application of the article(s) listed in Appendix A, PAR-BC may refer the matter to an arbitrator appointed under Section 16 of this Letter of Understanding who may determine whether or not the University's decision was made in furtherance of Academic objectives related to meeting RCPS or CFPC requirements. Where the arbitrator concludes that the decision was made in furtherance of Academic objectives related to meeting RCPS or CFPC requirements, then any dispute on the merits including the nature and extent of the variance is not arbitrable. Where the arbitrator concludes that the decision was not made in furtherance of Academic objectives related to meeting RCPS or CFPC requirements, then the dispute on the variance is arbitrable and the arbitrator has jurisdiction to fashion an appropriate remedy for the failure to adhere to the article(s).
9. For clarity, PAR-BC acknowledges that any dispute arising from a decision by the University that a Resident's performance is not meeting academic standards such that remediation and/or probation and/or dismissal from the program may be warranted will not be resolved pursuant to the dispute resolution processes outlined in this in this Letter

of Understanding or under the collective agreement. The University agrees that PAR-BC may at the behest of the Resident attend meetings regarding remediation, probation or dismissal solely for the purpose of providing support and advice to the Resident.

10. The University will disclose to PAR-BC and to HEABC any UBC policies as amended from time to time which may have an impact on scheduling, or the granting of vacation or other leaves, and which may be the basis for scheduling or leave granting decisions that vary the application of the article(s) listed in Appendix A.

#### Joint Committee

11. The parties to this Letter of Understanding will establish a joint Committee consisting of two representatives from each of the University, the Employer and PAR-BC. One of the representatives from PAR-BC will be a Resident. Each party to this Letter of Understanding will advise the other parties of the identity of its nominees to the Joint Committee within 6 months of the date of this Letter of Understanding and every October 1st thereafter.
12. The Joint Committee will address issues arising from the administration of the Article(s) listed in Appendix A.
13. The Joint Committee may consider proposals for varying the application of the scheduling, rounding, on-call and shift work Articles in Appendix A based on clinical services requirements. The Joint Committee will meet if:
  - i. two or more parties request a meeting; or
  - ii. one party requests a meeting to discuss an issue(s) with broad policy implications

but will in any event meet not less than four (4) times in each year of this Letter of Understanding. Meetings may be convened by conference call if necessary.

## Dispute Resolution

14. Except as otherwise provided in this Letter of Understanding, disputes with regard to the administration of the Article(s) listed in Appendix A will be referred to the Joint Committee for discussion. Any of the parties to this Letter of Understanding may bring such a dispute before the Joint Committee.
15. If the Joint Committee fails to reach a consensus and thus resolve the issues in dispute, the dispute may be referred to the next designated arbitrator listed in Article 4 of the Collective Agreement who will hear the matter on an expedited basis in accordance with the following:
  - i. Hearings will be scheduled as promptly as possible and must, in any event, be scheduled within sixty calendar days of the referral.
  - ii. PAR-BC will represent the Resident at the hearing. No outside legal counsel will be used by any party, but in any event, the parties agree that the proceedings will be informal. The parties will endeavour to exchange particulars and all relevant disclosure no later than ten (10) working days prior to the hearing.
  - iii. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
  - iv. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the matter.
  - v. The arbitrator shall hear the matter and shall render a decision within ten (10) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.

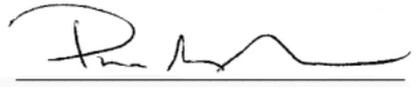
- vi. All decisions of the arbitrator are to be limited in application to the particular dispute and are without precedent or prejudice.
  - vii. The parties agree that under this process there is no intention to appeal the decision of an arbitrator.
  - viii. The parties shall equally share the cost of the fees and expenses of the arbitrator.
  - ix. The arbitrator will have the powers of an arbitration board under Part 8 of the Labour Relations Code.
16. HEABC and PAR-BC agree that the grievance procedure and arbitration provisions in the Collective Agreement will remain intact for resolution of all disputes arising under the Collective Agreement other than those disputes related to the Articles in Appendix A for which provision is made in this Agreement. The grievance procedure and arbitration provisions under the Collective Agreement will not apply to the Articles under Appendix A.
17. While this Letter of Understanding is in effect, PAR-BC and HEABC agree that Article 19.02 of the Collective Agreement is inoperative.

#### Notice to End Letter of Understanding

18. This Letter of Understanding may be terminated by HEABC, the University or PAR-BC on provision of six (6) months written notice to each of the other parties.
19. In the event that this Letter of Understanding is terminated, PAR-BC and HEABC agree that at the end of the six (6) months notice the Article(s) listed in Appendix A will no longer be administered according to the terms of this Letter of Understanding and will be administered under the collective agreement and Article 19.02 will become operative.



HEABC



PAR-BC



THE UNIVERSITY  
OF BRITISH COLUMBIA  
UBC Vice President  
Communications and  
Community Partnership



THE UNIVERSITY  
OF BRITISH COLUMBIA  
University Counsel

Date Dec 19 2012

## **Appendix A**

1. Article 7 - Compassionate Leave
2. Article 8 - Educational Leave
3. Article 11 - Statutory Holidays
4. Article 12 - Unpaid Leave
5. Article 13 - Vacation Leave
6. Article 19 - Scheduling
7. Article 20 - Article 20.03
8. Memorandum of Understanding - On Call Provisions











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