



2025 – 2029

Resident Doctors of BC

SUMMARY OF  
COLLECTIVE AGREEMENT CHANGES

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APRIL 2026

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## **PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the RDBC on March 13, 2026. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

**Amend the collective agreement by changing the following:**

**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 in patient care; to maintain professional standards and to promote and maintain an effective and professional working relationship between the Employers, and the Residents;

WHEREAS the parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report. We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

WHEREAS The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

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.

**Amend the collective agreement by adding the following:**

**PREAMBLE – DUAL ROLE**

WHEREAS The parties recognize the diverse and complex roles of Residents as service providers and learners and, within the learning environment, Residents are developing the ability to make independent clinical decisions commensurate with their level of training. These roles are closely linked within the context of Resident training and practice.

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**Amend the collective agreement by changing the following:**

**PARTIES TO THE AGREEMENT**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

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

Fraser Health Authority

Interior Health Authority

Northern Health Authority

Provincial Health Services Authority

Providence Health Care Society

Vancouver Coastal Health Authority

Vancouver Island Health Authority

~~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)~~

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~~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**

**RESIDENT DOCTORS  
OF BRITISH COLUMBIA**

(hereinafter referred to as "RDBC" or the "Union") the certified bargaining agent representing and acting on behalf of Residents.

**Amend the collective agreement by changing the following:**

**ARTICLE 1 – DEFINITIONS**

**"Program Director"** means an individual employed, engaged or appointed by the Faculty of Medicine, University of British Columbia as a Residency Program Director, or another individual designated by the Faculty of Medicine with equivalent responsibility for oversight and coordination of ~~responsible for overseeing and coordinating~~ Resident education/training within a Residency Program offered by the Faculty of Medicine, University of British Columbia."

**ARTICLE 2 – UNION RECOGNITION**

**Amend the collective agreement by changing the following:**

**2.02(c) Union Recognition**

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 their attention the requirement.

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**Amend the collective agreement by adding the following:**

**2.10 Joint HEABC-RDBC Committee**

- (a) The parties agree that they will establish a joint consultation committee composed of members equal in number, represented by HEABC and RDBC.
- (b) The parties will meet once every three months until this agreement is terminated, for the purpose of promoting the co-operative resolution of workplace issues that affect the parties or any Resident bound by the agreement.
- (c) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- (d) Each party will pay its own costs for participation in the joint committee.

**Amend the collective agreement by changing the following:**

**ARTICLE 3 – GRIEVANCE PROCEDURE**

**3.01 Differences Arising**

If a difference arises between the Employer and a Resident(s) or between the Employer and RDBC concerning the interpretation, application, operation, or any alleged violation of the Agreement, the Resident(s) will continue to perform 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)~~ twenty-one (21) calendar days of the occurrence of the difference; or within ~~fourteen (14)~~ twenty-one (21) calendar days of when the Resident(s) first became aware of the matter giving rise to the difference, the Resident with RDBC shall discuss the difference in a meeting with an individual designated by the Employer. RDBC and the Employer may determine – at the conclusion of the meeting or within an agreed specific time (not to exceed seven (7) calendar days) – that the grievance is resolved or unresolved. Failing

~~joint determination, the grievance is deemed to be unresolved. RDBC 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 RDBC representative and give a written reply to RDBC. Should a settlement not be reached then:~~

### **Stage 2:**

~~Within twenty one (21) calendar days of receipt of the written reply, RDBC will submit the grievance in writing to the individual designated by the Employer. If the grievance is not resolved through the Step 1 meeting, RDBC may submit a written grievance to the individual identified by the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1.~~

~~Within twenty-one (21) calendar days from the receipt of the grievance, the Employer shall hold a grievance meeting with a RDBC representative and provide a written response to RDBC. The response must outline the basis upon which the grievance has been denied. The matter will be discussed between the Employer and RDBC. Should a settlement not be reached at this stage, the grievance may be referred to arbitration pursuant to Article 4.~~

~~A settlement of a grievance under Article 3.02 is without prejudice in any other grievance or arbitration unless RDBC and HEABC agree in writing that the settlement is with prejudice.~~

~~The foregoing grievance procedure (Article 3.02) applies to Employer filed grievances in accordance with past practice (i.e., substitute “Employer” for “RDBC” and vice versa in the above procedure)~~

### **3.03 Policy Grievance**

If a difference of a general nature arises between RDBC and the Employer concerning the interpretation, application, operation, or alleged violation of this Agreement, the aggrieved party (RDBC or HEABC) 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.~~

RDBC and HEABC shall meet within thirty (30) days or such later time as may be mutually agreed to attempt to resolve the difference. The responding party

(RDBC or HEABC) shall provide a written response that outlines the basis upon which the grievance has been denied. Should a settlement not be reached at this stage, the grievance may be referred to arbitration pursuant to Article 4.

**Amend the collective agreement by changing the following:**

### **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 they 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 Associate Dean will notify RDBC and HEABC of the leave of absence and 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, they 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. RDBC 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.

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**Amend the collective agreement by changing the following:**

**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), child (including step or loss of pregnancy after twenty (20) weeks), parent (including step), sibling (including step), grandparent (including step), parents-in-law, legal guardian, or legal ward.

*See Article 34 – Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Residents.*

**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.~~

**7.03** A Resident who requires additional time off beyond the paid leave provided under Articles 7.01 and 7.02 may request an unpaid leave of absence pursuant to Article 12.

**Amend the collective agreement by changing the following:**

**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 that Resident's registration fee shall be paid by the Employer. A Resident may be reimbursed for reasonable related travel expenses.

**8.02** 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.

**8.032** 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.

For the Royal College of Physicians and Surgeons of Canada examinations, reasonable travel time is deemed to be two unscheduled days prior to the examination, and an unscheduled day following the examination for the purposes of travel. For examinations for LMCC, the College of Family Physicians of Canada, and the Corporation Professionnelle des Medecins du Quebec, reasonable travel time is deemed to be one unscheduled day prior to the examination, and an unscheduled day following the examination for the purposes of travel in excess of 100 kilometers or which requires sea or air travel.

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 is entitled to 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.

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

**8.05** The Employer will process reimbursement of costs under Articles 8.01 and 8.02 in a timely manner upon submission of necessary documentation.

**Amend the collective agreement by changing the following:**

**ARTICLE 9 – MATERNITY/PARENTAL/ADOPTION LEAVE**

**9.01 Birthing Parent – Maternity and Parental Leave**

**(a) Maternity Leave**

A Resident shall be granted up to seventeen (17) consecutive weeks maternity leave of absence without pay. Such leave may commence no earlier than thirteen (13) weeks prior to the expected birth date 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~~ their 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.

**(i) 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**

Upon written request and within seventy-eight (78) weeks of the birth of the child, a resident shall also be granted an unpaid parental leave for up to sixty-one (61) consecutive weeks. 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.

**(i) Benefits**

For weeks eighteen (18) through seventy-eight (78) 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**

- (i) 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).
- (ii) 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, they are unable to return to work when their leave ends under Article 9.01 (a) or Article 9.01 (b).
- (iii) A Resident's maximum combined entitlement to unpaid leave under Article 9.01 is limited to eighty-nine (89) weeks.

**(d) Additional Leave**

Any further leave granted beyond the allowable leave period described in Article 9.01 (a) and (b) 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 in~~ Medical complications of pregnancy shall be covered by sick leave provisions prior to the end of pregnancy. 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~~ their 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 Article 20.02(b)(v), Call Scheduling – Pregnancy.

**9.02 Parental Leave – Non-birthing Parents (including Adoptive Parents)**

**(a) Parental Leave**

On four (4) weeks' notice and within seventy-eight (78) weeks of the birth or the adoption placement date of their child, a non-birthing parent may apply for up to sixty-two (62) consecutive weeks parental leave without pay.

**(i) Benefits**

For weeks one (1) through sixty-two (62) 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 Sixty-two (62) 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 non-birthing 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 sixty-seven (67) weeks. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 9.02 (a) ends.

**(i) Benefits**

For weeks sixty-three (63) through sixty-seven (67) 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 sixty-two (62) week period, or the sixty-seven (67) week period for special circumstances, will be unpaid leave without any benefits.

### **9.03 Parental Leave – Adoptive Parents**

Residents who legally adopt a child shall be entitled to the same parental leave rights and benefits as are afforded Non-birthing Parents in Article 9.02(b) above. The Resident will notify the Employer when they are advised of the date of adoption placement. The Resident shall furnish proof of adoption.

### **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 their previous position with all increments to wages and benefits to which they 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 their child. This clause does not apply to the birth mother.

### **9.06 Maternity Leave Allowance**

An employee who qualifies for maternity leave pursuant to Article 9.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*.

(a) The objective of the Plan is to supplement employment insurance benefits received by eligible Residents who are on approved Maternity Leave pursuant to the Collective Agreement.

(b) Pursuant to the Plan, the maternity leave allowance will consist of:

- (i) Week 1: one payment equivalent to 90% of the Resident's normal weekly earnings, and
- (ii) Weeks 2-16: weekly payments equivalent to 90% of the Resident's normal weekly earnings, less any employment insurance gross benefits and any other earnings received by the Resident, to be paid by the Employer to the Resident.
- (iii) Week 17: unpaid leave.

- ~~(i) One (1) week remuneration at 90% of the Resident's normal weekly earnings.~~
  - ~~(ii) 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 90% of the Resident's normal weekly earnings will be made by the Employer to the Resident.~~
  - ~~(iii) Benefits under this Plan will not exceed sixteen (16) weeks inclusive of the one (1) week waiting period.~~
  - (iv) 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.
  - (v) The conclusion of a term of appointment will not interrupt the Resident's access to the maternity allowance.
- (c) 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 that they satisfy the Employer that their absence is due to a valid health-related condition, and that they are unable to attend work to perform their 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 (b) above.

- (d) To be eligible for the maternity leave allowance as described in paragraph (b) above, an employee must:
- (i) Not be in receipt of sick leave benefits;
  - (ii) provide satisfactory documentation to the Employer that they have applied for and is are in receipt of employment insurance benefits; and
  - (iii) An employee who is not eligible for, or is disentitled to, employment insurance benefits is entitled to the full amount of allowance under the SEB Plan only under the following circumstances:
    - (A) The employee does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
    - (B) The employee works less than the required number of hours (15 hours per week); or

(C) The employee's earnings are at least equal to 20% of the maximum weekly insurable earnings.

**Amend the collective agreement by adding the following:**

**9.07 Leave for Indigenous Child Care**

Effective April 1, 2026, an employee who has an established relationship with an Indigenous child or has a cultural or traditional responsibility towards an Indigenous child and who is authorized to provide daily care for the Indigenous child in place of the child's parent(s) by either:

- a. an Indigenous governing entity; or
- b. the Ministry of Children and Family Development (specifically as a kinship care provider)

may request up to 62 consecutive weeks of unpaid leave to provide care of the Indigenous child and to ensure familial, cultural, and community continuity. Upon request, employees will be granted leave. For clarity, a worker who is a foster caregiver of an Indigenous child does not qualify for this leave unless the employee has also been authorized to care for the child specifically under (a) or (b) above.

An "Indigenous child" means a person:

- who is under 19 years of age, and
- who is a First Nations child, a Metis child, or an Inuit child, and includes:
  - a child who has a biological parent who is of Indigenous ancestry and who considers themselves to be Indigenous, or
  - a child who an Indigenous governing body confirms is a child belonging to an Indigenous community.

An employee who intends to return to work on or before completion of the 62 consecutive weeks leave will notify the Employer as soon as possible but no less than fourteen days' notice of their return. Upon return to work, the employee will continue in their former position.

Employees taking leave under this provision will be deemed to have continuous employment and will receive any benefits and accruals that they would be entitled to

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if they were on maternity or parental leave (excluding any supplemental employment benefits).

## ARTICLE 10 – SICK LEAVE AND MEDICAL EXAMINATIONS

### 10.01

- (a) Subject to paragraph (b) below, a Resident will not suffer loss of pay or benefits due to sickness or accident while in a Residency Program for a maximum of 5 months per Academic Year, prorated for partial years. ~~Coverage under this paragraph shall commence on the first day on which the Resident carries out the duties of a Residency Program.~~ Sick leave coverage begins on the first day the Resident carries out the duties of a Residency Program. Benefits coverage will continue during periods of paid sick leave.
- (b) The sick leave allocation outlined in paragraph (a) is replenished on the first day of each Academic Year, subject to the exceptions below:
- (i) **Absence over two Academic Years:** Where a Resident is accessing sick leave in an Academic Year and their absence continues into the following Academic Year for the same medical condition, the Resident will continue to access any unused sick leave days from the previous Academic Year's sick leave allocation. The Resident's new sick allocation will not be replenished until they have returned to work for sixty (60) days. For clarity, the Annual Sick Leave Entitlement must not be combined to permit more than 5 months of sick leave arising from the same illness or injury in any twelve-month period; and
  - (ii) **Return to work from long-term disability:** Where a Resident is returning to work from long-term disability, the Resident's new sick allocation will not be replenished until they have returned to work for sixty (60) days.
- (c) Any time a Resident exhausts their sick leave allocation, the Resident will be placed on unpaid leave without benefits coverage. For clarity, entitlements the Resident may have pursuant to Article 12 remain intact while on unpaid leave. The Resident's sick leave allocation will not be replenished in the next Academic Year until they have returned to work for sixty (60) days.
- (d) In circumstances where a Resident's sickness or accident may result in an extended absence beyond the duration of the paid sick leave entitlement outlined in paragraph (a), the Employer may provide the Resident with an

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application package for Long-Term Disability (LTD) benefits as described at Appendix A. The Resident is expected to make reasonable efforts to complete and submit the necessary documentation required in a timely manner to initiate the LTD application process.

(d) Residents are not entitled to any paid sick leave if they are in receipt of long-term disability benefit payments under the plan described at Appendix A. Failure to make reasonable efforts to initiate the LTD application may result in an interruption in benefit continuity.

(e) A Resident whose appointment to a Residency Program has not been renewed, and whose injury or illness causing disability occurs during the term of their appointment, shall be deemed to be on leave of absence without pay for the period between the Termination of their appointment and the effective date of disability coverage.

**10.02** Sick leave with pay is only payable because of sickness or accident and 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 their 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.

**10.04** For clarity, any call assignments will continue to be determined in accordance with Article 20.02(b), including where a Resident is away from the workplace due to sick leave.

**Amend the collective agreement by changing the following:**

### **ARTICLE 11 – STATUTORY HOLIDAYS**

**11.01** Each Resident will receive a paid day off at their 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

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Easter Monday

Labour Day

Boxing Day

Day of Truth and Reconciliation

**11.02** If a statutory holiday falls within a Resident's vacation, or on their regularly scheduled day off, or when they are on call as per Article 20.01, the Resident shall receive an alternate day off without loss of pay. Residents will make reasonable efforts to take the alternate day off without loss of pay in the block it is earned. ~~Regardless, 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 Thirteen (13)

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**11.04** Every Resident shall be entitled to at least five (5) consecutive days off during the fourteen (14) 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 the two (2) 24-hour periods of scheduled non-working time as required under Article 19.01(c)(ii). For clarity, during this fourteen (14) day period, the call maximums outlined in Article 20.02(b) continue to apply.

In the event a Resident's scheduled call time period extends into the first of their five (5) consecutive days off, the Resident shall receive an alternate day off without loss of pay.

#### **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) their 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 (2.5X) their normal rate., ~~plus day off in lieu of the 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 receive an alternate day off without loss of pay. However, an alternate day off will not be granted for any of

Christmas Day, Boxing Day, or New Year's Day where a Resident receives five consecutive days off in accordance with Article 11.04.

### **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:

- (a) 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;
- (b) 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;
- (c) Replacement staff working for an absent Resident off on their approved alternate designated holiday shall not be entitled to any premium pay for working the alternate holiday;
- (d) Where a Resident is scheduled to work their declared, designated holiday and does work as scheduled, the Resident shall be paid double (2X) their 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) their 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 their regularly scheduled day off, or when they are 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;
- (e) Article 11.04 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 fourteen (14) day period referred to in Article 11.04.

**11.07** Where a Resident is entitled to an alternate day off pursuant to this Article, the Resident will submit the request to the Program Director in writing. The approval of the alternate day off request shall not be unreasonably withheld taking into consideration the operational and educational requirements of the Program. The

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alternate day off is to be taken within twelve (12) months of earning it on a date mutually agreed between the Resident and the Residency Program.

**Amend the collective agreement by changing the following:**

### **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.

~~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.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in a calendar year, benefits coverage under Article 15 will not apply. A Resident may maintain coverage for benefits 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. Upon return from such leave, benefits shall be reinstated in accordance with the provisions of the plans outlined in Article 15.

**Amend the collective agreement by changing the following:**

### **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 their third choice for their vacation period.

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

(d) Where a Resident is required by the Residency Program to attend mandatory educational activities during an approved vacation period, any such hours shall be compensated as working hours and shall not be deducted from the Resident's vacation entitlement. This provision is intended to be applied in a manner consistent with Article 8, shall apply only in exceptional and unavoidable circumstances, and does not establish an expectation that mandatory educational activities will be scheduled during approved vacation periods.

**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:

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

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

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

**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.~~

**Amend the collective agreement by changing the following:**

## **ARTICLE 15 – MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, GROUP LIFE AND LONG-TERM DISABILITY**

**15.01** The Employer agrees to pay one hundred percent (100%) of the monthly premium for basic medical coverage for Residents and their dependents 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 dependents of members of another approved medical plan.

**15.03** A dependent of a Resident 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-dependents through payroll deduction.

#### **15.04 Extended Health Plan**

~~Effective January 1, 2023,~~ The Employer will pay 100% of the monthly premium for extended health benefit coverage for Residents and their dependents under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage; the deductible for extended health benefit coverage ~~is~~ will be increased to \$75.00. The plan benefits will include:

- (a) The maximum lifetime amount payable per eligible Resident or eligible dependent shall be unlimited.
- (b) ~~The allowance for vision care will be \$225.00 every twenty four (24) months per eligible Resident or eligible dependent. Effective January 1, 2023,~~ The allowance for vision care will be \$500.00 every twenty-four (24) months per eligible Resident or eligible dependent (excluding eye exams).
- (c) ~~Effective January 1, 2023,~~ The allowance for eye exams will be \$100.00 every twelve (12) months per eligible Resident or eligible dependent.
- (d) The allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible Resident or eligible dependent.
- (e) The Extended Health Direct Pay Card similar to "Bluenet".
- (f) "A Medical Referral Transportation Benefit" comparable to standard plans that provide coverage for out-of-town travel for a Resident or dependent who is referred to a specialist or is referred for medical treatment.
- (g) Reinstatement of PharmaCare tie-in is effective January 1, 2013 on prescription drugs; maintain exclusion of lifestyle drugs; add reference to low-cost alternatives and referenced-based priced drugs.
- (h) Contraceptives (including oral, injectables and IUD).

- (i) ~~Effective January 1, 2023, fees~~ Fees of a registered psychologist, registered clinical counsellor, and registered social worker up to a combined maximum of \$2000 per eligible Resident or dependent per calendar year.

~~Effective January 1, 2024, coverage~~ Coverage for up to \$500 per policy year per eligible Resident for a health spending account, eligibility as described under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage. The health spending account is available to claim unpaid balances or expenses on any item or service allowed under the Income Tax Act of Canada as a medical expense that is not covered under the existing plan.

Coverage under the Extended Health Plan becomes effective from the first day of the calendar month following the date of enrolment.

### **15.05 Dental Plan**

~~Effective January 1, 2023, the~~ The Employer will pay 100% of the monthly premiums for dental benefits for Residents and their dependents under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage.

Coverage will be:

- (a) One hundred percent (100%) of the cost of the basic existing plan "A";
- (b) Sixty percent (60%) of the cost of the extended plan "B"; and
- (c) 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 dependent 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.

Coverage under the Dental Plan becomes effective from the first day of the calendar month following the date of enrolment.

The dental plan will cover Residents and their eligible dependents 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.

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### **15.07 Long-Term Disability Plan**

The Employer shall provide a mutually acceptable long-term disability insurance plan (the “Plan”). The Employer shall pay one hundred per cent (100%) of the premium. A copy of the Plan shall be attached as Appendix “A”.

The Plan design will include, among other things:

- (a) Coverage at 66.67% or greater
- (b) 2 years own occupation
- (c) Thereafter, any occupation
- (d) To age 65 years
- (e) 5 month qualification period
- (f) Indexing coverage for claimants for inflation every 4 years Successive disabilities as described in the Plan
- (g) Continuation of coverage as described in the Plan

Coverage under the Long Term Disability Plan becomes effective from the first day of the calendar month following the date of enrolment.

### **15.08 Group Life Insurance Plan**

Regular full-time and regular part-time Residents shall, upon completion of three (3) months' employment, become members of a Group Life Insurance Plan under the existing plan or any other plan providing equivalent coverage.

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

Effective January 1, 2023, The Employer will pay 100% 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.~~

### **15.09 Accidental Death and Dismemberment Plan**

Regular full-time and regular part-time Residents shall, upon completion of three (3) months' employment, become members of an Accidental Death and Dismemberment (AD&D) Plan under the existing plan or any other plan providing equivalent coverage.

The plan shall provide an accidental death benefit of fifty thousand dollars (\$50,000) and accidental dismemberment benefits up to fifty thousand dollars (\$50,000), in accordance with the terms of the Plan.

The Employer will pay one hundred percent (100%) of the monthly premiums for the AD&D Plan.

**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 Plans becomes effective from the first day of the calendar month following the date of enrolment.~~

~~**15.12** Until January 1, 2023, the monthly premiums paid by the Employer and Resident referenced at Articles 15.04, 15.05, and 15.08 shall remain as outlined in the prior 2019-2022 Collective Agreement.~~

**Amend the collective agreement by changing the following:**

### **ARTICLE 16 – RESOURCES 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 resources accessible twenty-four (24) hours a day offering in addition to adequate reading and workspace, and such facility resources 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 RDBC representative.

### **16.04 Lockable Facilities**

~~During the term of this Agreement, the~~ The Employer shall provide for every Resident lockable facilities for the storage of personal effects. The Employer may require that the Resident provide their 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 their 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 endeavor to make provisions in its planning of expanded facilities to incorporate such consideration.

The on-call area shall have clean linens (including sheets and pillows) 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.

### **16.07 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.

~~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 Resident.~~

Residents may not create an expense for the Employer unless prior authorization has been received.

**Amend the collective agreement by changing the following:**

## **ARTICLE 17 – UNIFORMS AND MOBILE DEVICES**

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 Mobile Device**

~~Effective January 1, 2023,~~ Residents required to use a personal smartphone for work purposes, pursuant to Employer mobile device policies, will be provided with a payment of \$600 annually (prorated for partial years) to help defray the costs of the Resident's mobile device service plan.

**Amend the collective agreement by changing the following:**

## **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 their 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 to the extent that a Resident may not otherwise be covered under Article 18.02. Copies of the appropriate rider to the Employers' General Insurance Policy shall be provided to RDBC, and RDBC 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**

All Residents will be required to maintain Canadian Medical Protective Association (CMPA) coverage. ~~Effective July 1, 2023~~, Residents will be reimbursed by the Employer for the cost of CMPA dues. In the event that CMPA coverage is not available due to the Resident taking an assignment outside of Canada or any other reason, the Resident is required to maintain alternative equivalent coverage at the Resident's expense.

**Amend the collective agreement by changing the following:**

## **ARTICLE 19 – SCHEDULING**

### **19.01**

- (a) 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.
- (b) 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 RDBC 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.
- (c) In preparing schedules, the Employers will be governed by the following:
  - (i) Scheduled duty assignments must be separated by not less than eight (8) non-working hours. For clarity, this does not include the scheduling of call shifts immediately following regular duty hours.
  - (ii) There shall be at least two (2) twenty-four (24) hour periods of scheduled non-working time per two (2) week period.
  - (iii) Residents shall not work more than two (2) consecutive nights on-call in any seven (7) day period.
  - (iv) If, while on a shift of 24 hours or longer, a Resident is prevented from obtaining at least six (6) consecutive hours uninterrupted by any duty assignments for purposes of rest, the Resident shall be relieved of duty no later than two (2) hours of completing the call shift or by 10:00 a.m.

(whichever is earlier), subject to the Resident's obligation to ensure continuity of care. On any such shift, Residents may only be assigned Clinical Handover that can reasonably be completed no later than two (2) hours of completing the call shift or by 10:00 a.m. (whichever is earlier), unless exigent circumstances, such as a patient emergency, necessitate otherwise.

- (v) Effective July 1, 2026, a Resident shall not be scheduled to work more than 80 hours per week, averaged over 4 weeks, without the consent of the Resident and their Program Director. For clarity, scheduled hours only include: (1) time spent providing clinical care to patients within facilities; and (2) regularly scheduled Residency Program Academic Half Day sessions in excess of 4 hours (averaged over 4 weeks).

Matters arising from the implementation or application of 19.01(c)(v) shall be addressed in accordance with the MOU re: Committee to Address Resident Scheduling Issues. For the remainder of the 2025-2029 Collective Agreement, Article 19.01(c)(v) shall not be subject to grievance or arbitration. During this period, applications for variances to the 80 hour limit will be addressed through the Scheduling Committee process.

## **19.02 Process for Applying for Variation of Scheduling Principles**

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:

- (a) 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.
- (b) An ad hoc committee will be struck of equal representation from RDBC 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.
- (c) The committee will meet and make a best effort to find a mutual agreement to the issue before it.
- (d) 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 Collective Agreement for the duration of the term of the Collective Agreement.

- (e) Such agreements will be confirmed in letters of understanding between the parties.
- (f) 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 RDBC 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 Julie Nichols 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 reinstate the process up to and including referral to expedited arbitration.

RDBC 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 Definition of Weekend

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

### 19.04 Flexible Days Off

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 and shall not be unreasonably withheld, subject to the operational and educational requirements of the Residency Program.

**Amend the collective agreement by changing the following:**

## ARTICLE 21 – CALL PAYMENT ADMINISTRATION

### 21.01 Definitions

#### Call Funds

**“Actual Expenditures”** means the expenditures for call payments including RDBC’s reasonable labour costs to administer the call payment scheme, incurred in each Academic Year.

**“Projected Actual Expenditures”** means the expenditures for call payments, including RDBC’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, excluding the Additional Call Funds and the Reserve Funds. The Total Expenditure for the ~~2022/23~~ 2025/26 Academic Year is ~~\$7,977,417~~ \$9,088,266. The amount of funding comprising the Total Expenditure in each subsequent Academic Year will vary from the Total Expenditure for the ~~2022/23~~ 2025/26 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.

**“Excess Pool”** means a discrete funding pool consisting of ~~\$500,000~~ \$250,000 for each ~~the 2023/2024 Academic Year and the 2024/2025 Academic Year.~~

**“Shift Work Pool”** means a discrete funding pool consisting of \$250,000 for each Academic Year.

### **21.02 Excess Pool**

The Excess Pool are to be administered by RDBC, pursuant to the MOU re. Committee to Address Resident Scheduling Issues.

### **21.03 Payment Eligibility**

(a) Commencing ~~Block 8~~ Block 1 of the ~~2022/23~~ 2026/27 Academic Year and subject to Article 21.05(c), the following call payment rates apply:

- (i) Evening Call - ~~\$70~~ \$80
- (ii) Weekday Overnight Call that is an In-Hospital Call - ~~\$140~~ \$155
- (iii) Weekday Overnight Call that is an Out-of-Hospital Call - ~~\$70~~ \$80
- (iv) Converted Weekday Overnight Call - ~~\$140~~ \$155
- (v) Weekend Day Call - ~~\$105~~ \$120
- (vi) Weekend Overnight Call that is an In-Hospital Call - ~~\$210~~ \$235
- (vii) Weekend Overnight Call that is an Out-of-Hospital Call - ~~\$105~~ \$120
- (viii) Converted Weekend Overnight Call - ~~\$210~~ \$235
- (ix) Weekend Call that is an In-Hospital Call - ~~\$345~~ \$355
- (x) Weekend Call that is an Out-of-Hospital Call - ~~\$105~~ \$120
- (xi) Converted Weekend Call – ~~\$210~~ \$235

Until the rates referred to in Article 21.03(a) take effect, the parties agree that the call payment rates as outlined in the prior ~~2019-2022~~ 2022-2025 Collective Agreement, and ~~as previously agreed upon by the parties pursuant to the 2019-2022 Working Group in the MOU re Call Workload and Scheduling Group,~~ continue to apply.

#### **21.04 Payment Administration**

- (a) Each Resident claiming payment for call shall submit the monthly reimbursement form to the RDBC office with signed verification by the Resident of the accuracy of the call information and claim for payment.
- (b) RDBC shall submit the Residents' claims for payment to the paying agency in a manner acceptable to the paying agency so it can process payments to Residents on a timely basis.
- (c) RDBC shall be compensated for its reasonable labour costs for administering this call payment scheme.
- (d) The protocols and administrative processes necessary for the implementation of this Call Payment Scheme were developed by a Joint Implementation Committee ("JIC") comprised of two representatives from HEABC and two representatives from RDBC. The JIC shall continue to exist and will meet on an as needed basis and the protocols and administrative processes developed by the JIC will continue to apply.

#### **21.05 Expenditure Management**

At the conclusion of the first half of the Academic Year, HEABC will determine the call payment rates for the following Academic Year. If the Projected Actual Expenditures exceed the Total Expenditure by more than \$300,000, subject to Article 21.05(c) below, the projected over-expenditure will be ameliorated by reducing the call 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.

- (a) If, at the end of an Academic Year,
  - (i) The Total Expenditure is at least \$300,000 greater than the Actual Expenditures, the surplus amount minus a contingency of 1% will be distributed to Residents using a weighted proportional allocation based on the number and types of call worked by each individual Resident within the Academic Year, unless otherwise agreed upon by RDBC and HEABC. The 1% contingency amount will be added to the Total Expenditure for the following Academic Year;
  - (ii) The Total Expenditure is no more than \$300,000 greater than the Actual Expenditures, the surplus amount will be applied to the Total Expenditure for the following Academic Year; or

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- (iii) The Total Expenditure is less than the Actual Expenditures, the over-expenditure will be ameliorated by deducting the over-expenditure from the Total Expenditure for the following Academic Year.
- (b) HEABC will inform RDBC in writing of any proposed reduction to the call payment rates pursuant to Article 21.05(a) above, prior to the commencement of the upcoming Academic Year, 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. If a reduction to the call payment rates is proposed, within 30 days of being notified, RDBC may request that HEABC consider certain alternatives to reducing the call payment rates, which HEABC will consider before making a final decision on the rates.
- (c) The Employer has the right to audit the call data at the level of individual Resident and/or administrative processes for which RDBC has responsibility.
- (d) In order for HEABC to determine if a reduction to the call payment rates is warranted for an Academic Year in accordance with Article 21.05(a) above, RDBC will provide HEABC with a record of all claims submitted for payment by Residents and paid out by RDBC as soon as practicable and no later than two months subsequent to the conclusion of each block. RDBC will also provide HEABC with a record of all claims submitted for payment by Residents that were rejected for payment by RDBC as soon as practicable and no later than two months subsequent to the conclusion of each block.

## **ARTICLE 22 – ALLOWANCES & STIPENDS**

**Amend the collective agreement by changing the following:**

### **22.01 Mileage Kilometrage**

A Resident, scheduled by the Program Director to be on-call (off site) and who is called back or who is required to provide services at multiple sites on the same call shift shall receive:

- (a) An allowance equal to the maximum allowable per kilometer rate under the Canada Revenue Agency automobile allowance rates as adjusted from time to time; or
- (b) Taxi fare from home to the hospital and return.

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

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**Amend the collective agreement, by changing the following Article:**

**22.02 Administrative Allowance**

**Definitions**

**“Lead (Administrative) Resident”** means a Resident formally designated by their Program Director as the Lead (Administrative) Resident, who is responsible for certain administrative functions on behalf of a designated number of residents FTEs enrolled and actively engaged in the Residency Program.

**“Principal Resident”** means the Resident formally designated by their Program Director as the Principal Resident for the following list of Residency Programs with Distributed Residency Training Tracks:

- (a) Family Medicine
- (b) Psychiatry
- (c) Emergency Medicine
- (d) Internal Medicine
- (e) Pediatrics

The Principal Resident (s) have responsibility for certain Residency Program-wide initiatives.

Family Medicine will have two Principal Resident positions, with each being allocated a Principal Resident stipend, these positions are:

- (a) IMG Family Practice Principal
- (b) CMG Family Practice Principal

**General**

- (a) The designation of Residents as Lead (Administrative) Resident, and Principal Resident (collectively, “Lead Resident Positions”) are Academic matters. The appointment of Residents to any of the Lead Resident Positions must be approved in writing by the Associate Dean before they are effective. A list of Lead and Principal Resident Positions will be provided to RDBC upon request, no more than twice annually.
- (b) No Resident may hold more than one of the Lead Resident Positions at one time, with one exception: Principal Residents may also serve as Lead (Administrative) Resident for their Residency Program.

- (c) The administrative allowances and stipends described below shall be increased by the same percentage and at the same time as the general wage increases.
- (d) In the event that the Associate Dean advises the Employer that a Resident holds one of the Lead Resident Positions for only part of an Academic Year, or if two (2) Residents are co-appointed to one of the Lead Resident Positions, the Employer will pro-rate the amount of the allowance accordingly. Further co-sharing of the Lead Resident Positions and prorating of the payments will only be permitted in exceptional circumstances with approval by the Associate Dean.

### **Principal Resident**

- (e) The Employer shall pay the Principal Residents an annual administration stipend of ~~\$2,163.32~~ as compensation for assigned administrative functions including but not limited to the following:
  - (i) Acting as the liaison between Residents and Lead (Administrative) Residents in the Residency Program about specific issues;
  - (ii) Coordinating Resident representatives on committees;
  - (iii) Representing the Residency Program (across all sites) at meetings;
  - (iv) Communicating Resident issues arising within the Program to the Program Director;
  - (v) Assisting with Resident orientation;
  - (vi) Organizing regular Lead Resident meetings; and
  - (vii) Coordinating Resident input for accreditation.

### **Lead (Administrative) Resident**

- (f) The Employer shall pay the Lead (Administrative) Resident an administrative allowance as compensation for assigned administrative functions including, but not limited to, the following:
  - (i) The preparation of all schedules and on-call rotations;
  - (ii) Organizing and scheduling of department rounds;
  - (iii) Acting as liaison between house staff and senior staff;

- (iv) Acting as a resource person for Residents for the purpose of teaching, supervision, peer review, appointments to appropriate committees; and
- (v) Attendance at meetings as required to discuss matters related to the Residency Programs.
- (g) The Principal Resident's and Lead (Administrative) Resident's administration allowance will be paid on a monthly basis in accordance with the chart below. The amount is based on the number of full-time equivalents in the Residency Program for which the Resident is the Lead (Administrative) Resident:

**First Pay Period After April 1, 2022 2025**

<b>Number of FTE</b>	<b>Administrative Allowance (total per Academic year)*</b>
Fewer than 3	\$0.00
3 to 4	<del>\$1,322.34</del> <u>\$1,497.53</u>
5 to 10	<del>\$2,644.63</del> <u>\$2,995.08</u>
11 to 15	<del>\$3,305.77</del> <u>\$3,743.82</u>
16 to 20	<del>\$3,966.94</del> <u>\$4,492.60</u>
21 to 25	<del>\$4,628.09</del> <u>\$5,241.36</u>
26 to 30	<del>\$5,950.39</del> <u>\$6,738.88</u>
31 to 35	<del>\$7,272.68</del> <u>\$8,236.38</u>
36 to 40	<del>\$7,933.86</del> <u>\$8,985.18</u>
41 to 45	<del>\$8,595.02</del> <u>\$9,733.95</u>
46 to 50	<del>\$9,917.31</del> <u>\$11,231.46</u>
51 to 55	<del>\$11,239.64</del> <u>\$12,729.02</u>
56 to 60	<del>\$11,900.79</del> <u>\$13,477.78</u>
61 to 65	<del>\$12,561.95</del> <u>\$14,226.55</u>

<u>Principal Resident</u>	\$2,163.32 \$2,449.98
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~~For illustrative purposes only, assuming the maximum increases described at Article 23.01 (b) and (c) and under the MOA re Cost of Living Adjustment are triggered, t~~

~~The allowances for Lead (Administrative) Residents and Principal Residents are as follows:~~

**Effective First Pay Period After April 1, 2026**

<u>Number of FTE</u>	<u>Administrative Allowance (total per Academic Year)*</u>
<u>Fewer than 3</u>	<u>\$0.00</u>
<u>3 to 4</u>	<u>\$1,542.46</u>
<u>5 to 10</u>	<u>\$3,084.93</u>
<u>11 to 15</u>	<u>\$3,856.13</u>
<u>16 to 20</u>	<u>\$4,627.38</u>
<u>21 to 25</u>	<u>\$5,398.60</u>
<u>26 to 30</u>	<u>\$6,941.05</u>
<u>31 to 35</u>	<u>\$8,483.47</u>
<u>36 to 40</u>	<u>\$9,254.74</u>
<u>41 to 45</u>	<u>\$10,025.97</u>
<u>46 to 50</u>	<u>\$11,568.40</u>
<u>51 to 55</u>	<u>\$13,110.89</u>
<u>56 to 60</u>	<u>\$13,882.11</u>
<u>61 to 65</u>	<u>\$14,653.35</u>
<u>Principal Resident</u>	<u>\$2,523.48</u>

**Effective First Pay Period After April 1, 2027**

<b><u>Number of FTE</u></b>	<b><u>Administrative Allowance (total per Academic Year)*</u></b>
<u>Fewer than 3</u>	<u>\$0.00</u>
<u>3 to 4</u>	<u>\$1,588.73</u>
<u>5 to 10</u>	<u>\$3,177.48</u>
<u>11 to 15</u>	<u>\$3,971.81</u>
<u>16 to 20</u>	<u>\$4,766.20</u>
<u>21 to 25</u>	<u>\$5,560.56</u>
<u>26 to 30</u>	<u>\$7,149.28</u>
<u>31 to 35</u>	<u>\$8,737.97</u>
<u>36 to 40</u>	<u>\$9,532.38</u>
<u>41 to 45</u>	<u>\$10,326.75</u>
<u>46 to 50</u>	<u>\$11,915.45</u>
<u>51 to 55</u>	<u>\$13,504.22</u>
<u>56 to 60</u>	<u>\$14,298.57</u>
<u>61 to 65</u>	<u>\$15,092.95</u>
<b>Principal Resident</b>	<b><u>\$2,599.18</u></b>

**Effective First Pay Period After April 1, 2028**

<b><u>Number of FTE</u></b>	<b><u>Administrative Allowance (total per Academic Year)*</u></b>
<u>Fewer than 3</u>	<u>\$0.00</u>
<u>3 to 4</u>	<u>\$1,636.39</u>
<u>5 to 10</u>	<u>\$3,272.80</u>

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<u>11 to 15</u>	<u>\$4,090.96</u>
<u>16 to 20</u>	<u>\$4,909.19</u>
<u>21 to 25</u>	<u>\$5,727.38</u>
<u>26 to 30</u>	<u>\$7,363.76</u>
<u>31 to 35</u>	<u>\$9,000.11</u>
<u>36 to 40</u>	<u>\$9,818.35</u>
<u>41 to 45</u>	<u>\$10,636.55</u>
<u>46 to 50</u>	<u>\$12,272.91</u>
<u>51 to 55</u>	<u>\$13,909.35</u>
<u>56 to 60</u>	<u>\$14,727.53</u>
<u>61 to 65</u>	<u>\$15,545.74</u>
<u>Principal Resident</u>	<u>\$2,677.16</u>

**Effective First Pay Period After April 1, 2023**

<b>Number of FTE</b>	<b>Administrative Allowance (total per Academic Year)*</b>
Fewer than 3	\$0.00
3 to 4	\$1,411.57
5 to 10	\$2,823.14
11 to 15	\$3,528.91
16 to 20	\$4,234.71
21 to 25	\$4,940.49
26 to 30	\$6,352.04
31 to 35	\$7,763.59

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36 to 40	\$8,469.40
41 to 45	\$9,175.18
46 to 50	\$10,586.73
51 to 55	\$11,998.32
56 to 60	\$12,704.09
61 to 65	\$13,409.88
Principal Resident	\$2,309.34

*\*rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%), subject to MOA re.COLA.*

**Effective First Pay Period After April 1, 2024**

<b>Number of FTE</b>	<b>Administrative Allowance (total per Academic Year)</b>
Fewer than 3	\$0.00
3 to 4	\$1,453.91
5 to 10	\$2,907.84
11 to 15	\$3,634.78
16 to 20	\$4,361.75
21 to 25	\$5,088.70
26 to 30	\$6,542.60
31 to 35	\$7,996.49
36 to 40	\$8,723.48
41 to 45	\$9,450.44
46 to 50	\$10,904.33
51 to 55	\$12,358.27
56 to 60	\$13,085.22
61 to 65	\$13,812.18
Principal Resident	\$2,378.62

*~~\*rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%) effective the first pay period after April 1, 2023 and include the 2.0% GWI and maximum COLA of 1.0% (total 3.0%) effective the first pay period after April 1, 2024, subject to the MOA re. COLA~~*

**Amend the collective agreement by adding the following:**

**22.05 Education Resource and Exam Resource**

Residents may incur costs associated with medical education resources required in connection with their residency training and professional development, including, but not limited to, clinical equipment, textbooks, digital learning

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platforms, examination preparation materials, and other similar educational resources. To provide general assistance toward such expenses, the Employer will provide Residents from R1 to R6 an annual lump sum at the conclusion of each Academic Year, as follows:

- (i) At the conclusion of the 2025/26 Academic Year: \$183
- (ii) At the conclusion of the 2026/27 Academic Year: \$403
- (iii) At the conclusion of the 2027/2028 Academic Year \$611
- (iv) At the conclusion of the 2028/2029 Academic Year and at the conclusion of each Academic Year thereafter: \$857

For clarity, Residents are only eligible to receive the Education Resource and Exam Resource once for each of R1 to R6, regardless of how long it takes them to complete each of these residency training program years.

The Employer has the right to audit costs reimbursed pursuant to this Article.

**Amend the collective agreement by changing the following:**

## **ARTICLE 23 – GENERAL WAGE INCREASES**

### **23.01 RDBC Wage Schedule**

Wage rates for all employees covered by this Agreement will increase starting the first pay period after the following dates as outlined:

- a) Year 1 (2025): 3.00% GWI effective April 1, 2025
- b) Year 2 (2026): 3.00% GWI effective April 1, 2026
- c) Year 3 (2027): 3.00% GWI effective April 1, 2027
- d) Year 4 (2028): 3.00% GWI effective April 1, 2028

~~The parties agree to the following wage increase for all employees for the 2022-2025 Collective Agreement:~~

- ~~a) **Effective the first pay period after April 1, 2022:** An annualized adjustment of \$489.38 to be applied to all steps of the salary grid on a flat-rate basis and then an increase of 3.24%.~~
- ~~b) **Effective the first pay period after April 1, 2023:** An increase of 5.5%, and up to an additional 1.25% in accordance with the MOA re: Cost of Living Adjustment (COLA).~~

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- c) ~~Effective the first pay period after April 1, 2024: An increase of 2%, and up to an additional 1% in accordance with the MOA re: Cost of Living adjustment (COLA).~~

The schedule will be as follows and will be adjusted to reflect the general wage increases in accordance with the dates set out above:

**First Pay Period After April 1, 2025**

<u>Resident I</u>	<u>Annual</u>	<u>\$67,292.34</u>
	<u>Monthly</u>	<u>\$5,607.70</u>
	<u>Bi-Weekly</u>	<u>\$2,578.25</u>
<u>Resident II</u>	<u>Annual</u>	<u>\$75,002.94</u>
	<u>Monthly</u>	<u>\$6,250.25</u>
	<u>Bi-Weekly</u>	<u>\$2,873.68</u>
<u>Resident III</u>	<u>Annual</u>	<u>\$81,680.67</u>
	<u>Monthly</u>	<u>\$6,806.72</u>
	<u>Bi-Weekly</u>	<u>\$3,129.53</u>
<u>Resident IV</u>	<u>Annual</u>	<u>\$87,878.21</u>
	<u>Monthly</u>	<u>\$7,323.18</u>
	<u>Bi-Weekly</u>	<u>\$3,366.98</u>
<u>Resident V</u>	<u>Annual</u>	<u>\$94,461.99</u>
	<u>Monthly</u>	<u>\$7,871.83</u>
	<u>Bi-Weekly</u>	<u>\$3,619.23</u>
<u>Resident VI</u>	<u>Annual</u>	<u>\$100,813.71</u>
	<u>Monthly</u>	<u>\$8,401.14</u>
	<u>Bi-Weekly</u>	<u>\$3,862.59</u>
<u>Resident VII</u>	<u>Annual</u>	<u>\$107,399.22</u>
	<u>Monthly</u>	<u>\$8,949.94</u>

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Bi-Weekly \$4,114.91

**Effective First Pay Period After April 1, 2026**

<u>Resident I</u>	<u>Annual</u>	<u>\$69,311.11</u>
	<u>Monthly</u>	<u>\$5,775.93</u>
	<u>Bi-Weekly</u>	<u>\$2,655.60</u>
<u>Resident II</u>	<u>Annual</u>	<u>\$77,253.03</u>
	<u>Monthly</u>	<u>\$6,437.75</u>
	<u>Bi-Weekly</u>	<u>\$2,959.89</u>
<u>Resident III</u>	<u>Annual</u>	<u>\$84,131.09</u>
	<u>Monthly</u>	<u>\$7,010.92</u>
	<u>Bi-Weekly</u>	<u>\$3,223.41</u>
<u>Resident IV</u>	<u>Annual</u>	<u>\$90,514.56</u>
	<u>Monthly</u>	<u>\$7,542.88</u>
	<u>Bi-Weekly</u>	<u>\$3,467.99</u>
<u>Resident V</u>	<u>Annual</u>	<u>\$97,295.85</u>
	<u>Monthly</u>	<u>\$8,107.99</u>
	<u>Bi-Weekly</u>	<u>\$3,727.81</u>
<u>Resident VI</u>	<u>Annual</u>	<u>\$103,838.12</u>
	<u>Monthly</u>	<u>\$8,653.18</u>
	<u>Bi-Weekly</u>	<u>\$3,978.47</u>
<u>Resident VII</u>	<u>Annual</u>	<u>\$110,621.20</u>
	<u>Monthly</u>	<u>\$9,218.43</u>
	<u>Bi-Weekly</u>	<u>\$4,238.36</u>

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**Effective First Pay Period After April 1, 2027**

<u>Resident I</u>	<u>Annual</u>	<u>\$71,390.44</u>
	<u>Monthly</u>	<u>\$5,949.20</u>
	<u>Bi-Weekly</u>	<u>\$2,735.27</u>
<u>Resident II</u>	<u>Annual</u>	<u>\$79,570.62</u>
	<u>Monthly</u>	<u>\$6,630.89</u>
	<u>Bi-Weekly</u>	<u>\$3,048.68</u>
<u>Resident III</u>	<u>Annual</u>	<u>\$86,655.02</u>
	<u>Monthly</u>	<u>\$7,221.25</u>
	<u>Bi-Weekly</u>	<u>\$3,320.12</u>
<u>Resident IV</u>	<u>Annual</u>	<u>\$93,230.00</u>
	<u>Monthly</u>	<u>\$7,769.17</u>
	<u>Bi-Weekly</u>	<u>\$3,572.03</u>
<u>Resident V</u>	<u>Annual</u>	<u>\$100,214.73</u>
	<u>Monthly</u>	<u>\$8,351.23</u>
	<u>Bi-Weekly</u>	<u>\$3,839.64</u>
<u>Resident VI</u>	<u>Annual</u>	<u>\$106,953.26</u>
	<u>Monthly</u>	<u>\$8,912.77</u>
	<u>Bi-Weekly</u>	<u>\$4,097.83</u>
<u>Resident VII</u>	<u>Annual</u>	<u>\$113,939.84</u>
	<u>Monthly</u>	<u>\$9,494.99</u>
	<u>Bi-Weekly</u>	<u>\$4,365.51</u>

**Effective First Pay Period After April 1, 2028**

<u>Resident I</u>	<u>Annual</u>	<u>\$73,532.15</u>
	<u>Monthly</u>	<u>\$6,127.68</u>
	<u>Bi-Weekly</u>	<u>\$2,817.32</u>
<u>Resident II</u>	<u>Annual</u>	<u>\$81,957.74</u>
	<u>Monthly</u>	<u>\$6,829.81</u>
	<u>Bi-Weekly</u>	<u>\$3,140.14</u>
<u>Resident III</u>	<u>Annual</u>	<u>\$89,254.67</u>
	<u>Monthly</u>	<u>\$7,437.89</u>
	<u>Bi-Weekly</u>	<u>\$3,419.72</u>
<u>Resident IV</u>	<u>Annual</u>	<u>\$96,026.90</u>
	<u>Monthly</u>	<u>\$8,002.24</u>
	<u>Bi-Weekly</u>	<u>\$3,679.19</u>
<u>Resident V</u>	<u>Annual</u>	<u>\$103,221.17</u>
	<u>Monthly</u>	<u>\$8,601.76</u>
	<u>Bi-Weekly</u>	<u>\$3,954.83</u>
<u>Resident VI</u>	<u>Annual</u>	<u>\$110,161.86</u>
	<u>Monthly</u>	<u>\$9,180.16</u>
	<u>Bi-Weekly</u>	<u>\$4,220.76</u>
<u>Resident VII</u>	<u>Annual</u>	<u>\$117,358.04</u>
	<u>Monthly</u>	<u>\$9,779.84</u>
	<u>Bi-Weekly</u>	<u>\$4,496.48</u>

~~The schedule will be as follows and will be adjusted to reflect the general wage increases in accordance with the dates set out above:~~

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**First Pay Period After April 1, 2022**

Resident I	Annual	\$59,418.73
	Monthly	\$4,951.56
	Bi-Weekly	\$2,276.58
Resident II	Annual	\$66,227.14
	Monthly	\$5,518.93
	Bi-Weekly	\$2,537.44
Resident III	Annual	\$72,123.52
	Monthly	\$6,010.29
	Bi-Weekly	\$2,763.35
Resident IV	Annual	\$77,595.92
	Monthly	\$6,466.33
	Bi-Weekly	\$2,973.02
Resident V	Annual	\$83,409.36
	Monthly	\$6,950.78
	Bi-Weekly	\$3,195.76
Resident VI	Annual	\$89,017.88
	Monthly	\$7,418.16
	Bi-Weekly	\$3,410.65
Resident VII	Annual	\$94,832.85
	Monthly	\$7,902.74
	Bi-Weekly	\$3,633.44

***For illustrative purposes only, assuming the maximum increases described at Article 23.01 (b) and (c) and under the MOA re Cost of Living Adjustment are triggered, the wage schedules are as follows:***

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**~~Effective First Pay Period After April 1, 2023\*~~**

Resident I	Annual	\$63,429.49
	Monthly	\$5,285.79
	Bi-Weekly	\$2,430.25
Resident II	Annual	\$70,697.47
	Monthly	\$5,891.46
	Bi-Weekly	\$2,708.72
Resident III	Annual	\$76,991.86
	Monthly	\$6,415.99
	Bi-Weekly	\$2,949.88
Resident IV	Annual	\$82,833.64
	Monthly	\$6,902.80
	Bi-Weekly	\$3,173.70
Resident V	Annual	\$89,039.49
	Monthly	\$7,419.96
	Bi-Weekly	\$3,411.47
Resident VI	Annual	\$95,026.59
	Monthly	\$7,918.88
	Bi-Weekly	\$3,640.87
Resident VII	Annual	\$101,234.07
	Monthly	\$8,436.17
	Bi-Weekly	\$3,878.70

~~\*rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%) effective the first pay period after April 1, 2023, subject to the MOA re. COLA.~~

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**Effective First Pay Period After April 1, 2024\***

Resident I	Annual	\$65,332.37
	Monthly	\$5,444.36
	Bi-Weekly	\$2,503.16
Resident II	Annual	\$72,818.39
	Monthly	\$6,068.20
	Bi-Weekly	\$2,789.98
Resident III	Annual	\$79,301.62
	Monthly	\$6,608.47
	Bi-Weekly	\$3,038.38
Resident IV	Annual	\$85,318.65
	Monthly	\$7,109.89
	Bi-Weekly	\$3,268.91
Resident V	Annual	\$91,710.67
	Monthly	\$7,642.56
	Bi-Weekly	\$3,513.82
Resident VI	Annual	\$97,877.39
	Monthly	\$8,156.45
	Bi-Weekly	\$3,750.09
Resident VII	Annual	\$104,271.09
	Monthly	\$8,689.26
	Bi-Weekly	\$3,995.06

~~\* rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%) effective the first pay period after April 1, 2023 and include the 2.0% GWI and maximum COLA of 1.0%~~

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~~(total 3.0%) effective the first pay period after April 1, 2024, subject to the MOA re-COLA~~

### **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 they are 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.

**Amend the collective agreement by changing the following:**

**ARTICLE 24 – EFFECTIVE AND EXPIRY DATES**

This Agreement shall be effective from April 1, 2025, ~~April 1, 2022~~, and shall remain in force and be binding upon the parties until the expiry date of March 31, 2029, ~~March 31, 2025~~, 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 25 – ~~Discrimination~~ Human Rights**

**Amend the collective agreement by changing the following:**

**25.01 Discrimination, Bullying and Harassment**

The Employer and the RDBC subscribe to the principles of the Human Rights Code of British Columbia, which prohibits discrimination because of a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or other applicable protected grounds that may be added to the Human Rights Code. 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.

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Employees who experience any form of bullying and harassment may file a complaint pursuant to the Employer's policy. The policy will include how to report complaints and the procedure for responding to and the investigation of complaints of bullying and harassment.

**Amend the collective agreement by adding the following:**

**25.02 Accommodation**

Where the accommodation of a Resident is raised, the Employer will engage with the Resident in the accommodation process in accordance with the *Human Rights Code* of British Columbia. The following non-exhaustive steps will be considered to assist in the accommodation process:

- a. Residents shall, at the request and expense of the Employer, provide the Employer with appropriate and acceptable medical information that sets out limitations and/or restrictions.
- b. The Employer will advise the Resident that they are able to have the Union participate in accommodation discussions.
- c. Accommodation agreements for Residents will be provided to RDBC upon receipt of the Resident's consent.
- d. Accommodation agreements may be reviewed periodically by the Employer.

**Amend the collective agreement by changing the following:**

**ARTICLE 28 – 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.

Where accommodations are provided, they shall be:

- a) Secure and will have consideration for privacy
- b) Clean and well-maintained, self-contained, and have access to full kitchen, bathroom, and laundry facilities
- c) Furnished with a bed and bedding

The Employer will consider requests for advances of expenses.

There shall be a day of scheduled non-working time between rotations, scheduled on

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the final day of the preceding block for the purpose of travel 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.

**Amend the collective agreement by changing the following:**

### **ARTICLE 30 – PROVISION FOR IMMUNIZATIONS**

**30.01** Hepatitis B vaccination will be provided to Residents upon request.

**30.02** 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. For clarity, the Resident shall receive the immunization at Employer clinics.

**30.03** 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.

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

**Amend the collective agreement by changing the following:**

### **ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY**

**32.01** The Employer and RDBC agree to work together in the promotion of safe working conditions, prevention of workplace accidents and injuries, and the promotion of safe work practices. The Employer and RDBC agree to adhere to the provisions of the *Workers Compensation Act* and related regulations.

The Employer and RDBC 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.

The Employer will ensure Residents are provided orientation and/or in-service, which is necessary for the safe performance of work. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment as required by the Occupational Health and Safety Regulation.

The Employer agrees to provide to Residents violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC) program.

The Employer shall provide appropriate violence prevention refresher training to Residents as required by the Employer. When a Resident requests violence prevention refresher training, the Employer shall consider the request and approve such requests where the Employer deems it appropriate based on the needs of the Resident and their department or unit.

Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafeBC.

Pursuant to the Occupational Health and Safety Regulation, the Employer will establish a procedure for working alone or in isolation and make it available to the Residents.

### **32.02 Psychological Health and Safety**

The Employer and RDBC agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices.

The Health Authorities and Providence Health Care (PHC) will continue their implementation of the Canadian Standards Association Psychological Health and Safety Standard in all of their workplaces.

Health Authorities and Providence Health Care shall communicate their implementation of the Psychological Health & Safety Standard to their employees.

### **32.03 Critical Incident Stress Defusing/Debriefing**

Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and be known to Residents who have suffered a serious work-related, traumatic incident. Residents attending critical incident stress defusing/debriefing will be given time off without loss of pay to attend. Residents may access the WorkSafeBC Critical Incident Response (CIR) program.

**Amend the collective agreement by changing the following:**

## **ARTICLE 34 – CEREMONIAL, CULTURAL, SPIRITUAL AND COMPASSIONATE LEAVE FOR INDIGENOUS RESIDENTS**

### **34.02 Compassionate Leave for Indigenous Residents**

For the purposes of accessing compassionate leave under Article 7.01, the following definition of family applies: includes an Indigenous Resident's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous Elder\*, or any individual an Indigenous Resident considers family consistent with their Indigenous cultural practices.

\*An Indigenous elder is designated as such by their community.

### **34.03 Ceremonial, Cultural, or Spiritual Events Leave for Indigenous Residents**

(a) ~~Effective April 1, 2022, a~~An Indigenous Resident may request up to ~~two (2)~~ five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, tradition, or spiritual practice event(s) that is significant to an Indigenous employee's culture. Examples of significant cultural practices, traditions, and events include, but are not limited to, Hoobiye, Powwows, Sundance, participation in a sweat lodge, coming of age events, feasts, traditional hunting/food harvesting or medicine gathering, ceremonies held following a significant family event (including the death of a family member), or Indigenous Commemoration Events as defined below.

1. Indigenous Commemoration Events under this provision are gatherings that are for the purpose of commemorating, grieving, or recognizing historic, ongoing, and or newly arising significant events that affect or have affected Indigenous peoples. For example, these could include (but not be limited to):

- Events Commemorating missing and disappeared children and unmarked burials.
- February 14: Women’s Memorial March
- May 5: Red Dress Day
- October 4: National Day of Action for MMIWG2S+

~~(b)~~ (b) The leave may be taken in one or more segments of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous Resident’s entitlement to leave under Article 7.01 – Compassionate Leave as applicable (and per the expanded definition in 33.02 above). ~~The number of days shall be increased to five (5) days per calendar year effective January 1, 2023.~~

~~(b)~~ (c) Where an Indigenous Resident requires more than five (5) days’ leave for a ceremonial, cultural, or spiritual ~~event~~ practice, the leave shall not be unreasonably denied. This additional leave is unpaid, however, a Resident may draw from their available vacation banks as applicable.

~~(c)~~ (d) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual ~~events~~ practice, the Resident will provide as much advance notice to the Program Director as possible; for unexpected ceremonies or events, the Resident will make every effort to provide at least seven (7) calendar days’ notice of the leave.

~~(d)~~ (e) Requests for leaves under this Article shall be made in writing to the Program Director. For clarity, the impact of leaves on a Resident’s training is an academic matter between the Resident and the Residency Program

**Amend the collective agreement by adding the following:**

**ARTICLE 35 – DOMESTIC AND SEXUAL VIOLENCE LEAVE**

If a Resident experiences domestic or sexual violence, then in each Academic Year a Resident is entitled to a leave as follows:

- a) Up to five (5) days of paid leave taken in one or more blocks of time; and
- b) Up to five (5) additional days of unpaid leave taken in one or more blocks of time.

A Resident’s entitlement to leave under this Article is in addition to any entitlement to leave under other provisions of this Agreement.

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A Resident granted leave under this Article shall be entitled to benefits under Article 15. For the balance of the leave taken pursuant to this Article, the service of a Resident shall be considered continuous for the purpose of any 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.

**Amend the collective agreement by changing the following:**

### **MEMORANDUM OF UNDERSTANDING**

#### **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. For greater clarity, where a Resident elects to complete mandatory training courses within three (3) months prior to appointment to Residency, the cost of course fees shall be eligible for reimbursement in accordance with the reimbursement process, provided that the Resident submits a claim for reimbursement within thirty (30) calendar days of the Resident's start date. Such training shall not be considered time worked, and no wages shall be payable for attendance at or completion of these courses

**Amend the collective agreement by deleting the following:**

### ~~**MEMORANDUM OF UNDERSTANDING**~~

#### ~~**Re: Cost of Living Adjustment**~~

#### ~~**Definitions**~~

~~**"General Wage Increase"** or **"GWI"** means the overall general wage increase expressed as a percentage.~~

~~**"Cost of Living Adjustment"** or **"COLA"** means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates~~

~~The "annualized average of BC CPI over twelve months" (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.~~

~~The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.~~

~~The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.~~

## **COLA**

~~The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule—Grids.~~

### **April 2023**

~~If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.~~

### **April 2024**

~~If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.~~

**Amend the collective agreement by deleting the Memorandum of Understanding re: Public Sector Wage Increases and adding the following Letter of Agreement (LOA) re: Public Sector Wage Increases:**

**LETTER OF AGREEMENT**

**Re: Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first four years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs that are paid out in the 2025 RDBC Agreement, the total GWIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal GWIs are equivalent.
2. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase). The total cumulative nominal GWIs RDBC will receive over the term of the 4-year agreement is 12%.
3. The definition of a GWI, and what constitutes a GWI, for the purposes of this MOA, excludes wage and benefit redress/comparability adjustments; labour market adjustments; mid-contract compensation increases agreed to post-ratification; flexibility allocations; policy funding that is not directly tied to a collective agreement; any compensation increases that are funded by equivalent collective agreement savings; increases resulting from an employer being designated as a public sector employer under the *Public Sector Employers Act*; and increases awarded through binding interest arbitration or grievance resolutions.
4. What constitutes a GWI and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat at the time the Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement.
5. This MOA will remain in effect for the term of the 2025 RDBC Agreement.

Amend the collective agreement by deleting the following:

**MEMORANDUM OF UNDERSTANDING**

**Re: ~~Public Sector Wage Increases~~**

~~1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a Collective Agreement with an effective date after December 31, 2021 and the first three years of the Collective Agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the Collective Agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Memorandum of Agreement (MOA) is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.~~

~~2. For the purposes of calculating the general wage increases in paragraph 1:~~

~~a) A \$0.25 per hour flat rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or~~

~~b) Any alternative flat rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector~~

~~Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat rate wage increase;~~

~~Shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this MOA. For example purposes only, combining the 3.74% increase (as it is considered in this MOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.~~

~~3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. Everyone receives an additional \$0.25 per hour, \$400 per~~

~~year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.~~

~~4. A general wage increase and its magnitude in any agreement is as confirmed by the Public~~

~~Sector Employers' Council Secretariat.~~

~~5. This MOA will be effective during the term of the Collective Agreement.~~

**Amend the collective agreement by changing the following:**

### **MEMORANDUM OF AGREEMENT**

#### **Re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare**

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 *In Plain Sight* report.

~~The parties agree to uphold the *United Nations Declaration on the Rights of Indigenous Peoples*, which has been brought into the laws of British Columbia under the *declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.~~

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, Residents, service users, health care staff and providers, including by:

- Committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- Working together to actively identify, address and rectify barriers in Collective Agreements; and
- Working to increase the representation of Indigenous individuals in the healthcare workforce.

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

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To date, and in furtherance of recommendation no. 19 of the *In Plain Sight* report, Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the “**Forum**”). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

~~By (date TBD), The Ministry of Health will~~ has established the Forum ~~and present the Terms of Reference that will set out the~~ with the following purpose:

- ~~To create a Forum~~ For health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;
- To discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- To discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- To provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and

- To improve awareness of and compliance with the *declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only Residents. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

**Amend the collective agreement by adding the following:**

### **MEMORANDUM OF AGREEMENT**

#### **Re: Indigenous Grievance and Arbitration Working Group**

In the Memorandum of Agreement regarding Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare, the parties made several acknowledgments and commitments including, but not limited to:

- acknowledging the pervasive and ongoing harms of colonialism faced by Indigenous peoples;
- agreeing to work together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers; and
- creating a provincial forum to engage in collaborative discussions to inform the work moving forward (the “Provincial ISAR Forum”)

The parties acknowledge that the Canadian legal system reflects Eurocentric and colonial worldviews in theory and practice, which can propagate Indigenous-specific racism and other harms to Indigenous peoples. Although grievance and arbitration processes are developed with the goals of remedying disputes and addressing inequities and injustices, their context within the Canadian legal system means these processes may harm Indigenous workers. Therefore, the parties acknowledge the importance of reviewing these processes to create more culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and hard-wire a “speak-up” culture in health care.

By April 1, 2026, HEABC will convene a coordinated and integrated Indigenous Grievance and Arbitration Working Group (the “Working Group”). The Working Group will review the current state of the grievance and arbitration processes and develop provincial and sector-wide recommendations on the grievance and arbitration processes that:

- takes a distinctions-based approach;

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- hardwires Indigenous-specific anti-racism by embedding Indigenous rights;
- promotes cultural safety;
- encourages a ‘speak up’ culture; and
- maintains respect and collaboration.

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;
- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

**Elder or Respected Indigenous Community Member Support**

The Working Group, or a sub-committee of the Working Group, will prioritize the development of joint recommendations regarding opportunities for Indigenous workers to request the involvement of an Elder or another respected member of the Indigenous community in grievance procedures and/or other meetings with employers. Such recommendations will be issued by March 31, 2029, and will consider, among other things:

- the value and support this involvement would provide Indigenous workers;
- the cultural and emotional safety of Elders or respected community members
- the importance of maintaining timely workplace processes and procedures;
- clearly defining the roles and responsibilities of stewards, Elders or respected community members, employees, and Employer representatives in those processes;
- identifying the types of meetings or discussions where Elder or respected community member involvement may be appropriate; and

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- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

The above work does not prevent an employer, union, and Indigenous worker from agreeing locally in advance to facilitate the attendance of an Elder or another respected community member in a grievance process or meeting.

**Amend the collective agreement by adding the following:**

### **MEMORANDUM OF AGREEMENT**

#### **Re: Indigenous Workforce Committee**

To further the recruitment, retention and advancement of Indigenous employees, a provincial Indigenous Workforce Committee (the “Committee”) will be established for the purpose of sharing and discussing Indigenous workforce planning activities and initiatives across the health sector, including, but not limited to:

- Programs supporting the recruitment and retention of Indigenous employees;
- Career path counselling for Indigenous employees;
- Education, mentorship, and training opportunities for Indigenous individuals; and
- Pathways and skill development programs to facilitate Indigenous employees’ access to leadership roles.

The Committee will be a subgroup of the provincial forum established under the MOA Re: Declaration of the Right of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare and will be made up of a representative from each public sector healthcare bargaining association and a representative from each health authority/PHC, with secretariat support from HEABC. The Committee may include representatives from the Ministry of Health or any other interested parties mutually deemed to be appropriate members of the Committee. The Committee will be led by two rotating cochairs, one bargaining association representative and one health authority/PHC representative.

The Committee will be struck within 120 days after all health-sector 2025-20(XX) collective agreements have been ratified, and will meet on a quarterly basis. The Committee will report to the forum providing periodic updates.

**Amend the collective agreement by deleting the following:**

~~**MEMORANDUM OF AGREEMENT  
BETWEEN  
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA  
AND  
RESIDENT DOCTORS OF BRITISH COLUMBIA**~~

~~**Re: Membership on Provincial Psychological Health and Safety Committee**~~

- ~~a) The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces throughout the health care sector and acknowledge the need for a coordinated and integrated effort to improve the health and safety of all health care workers, including Residents.~~
- ~~b) The parties agree that the Resident Doctors of British Columbia will be granted membership on the Provincial Psychological Health and Safety Committee.~~
- ~~c) Article 2.09 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.~~

**Amend the collective agreement by changing the following:**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**AND**

**RESIDENT DOCTORS OF BRITISH COLUMBIA**

**Re: Provincial Employer and Resident Occupational Health and Safety Committee**

The Employer and RDBC agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The parties recognize that there are unique challenges when it comes to addressing OH&S issues that impact Residents, who are employees and learners under a Distributed Medical Education model which requires many of them to work at different sites for more than one Employer in order to complete their Residency Program.

The parties agree that the Employer and RDBC will establish a provincial committee on Resident Occupational Health and Safety (the “Committee”), within a hundred and twenty (120) days of ratification, to discuss OH&S issues affecting Residents.

The Committee will meet at least twice per year, or within thirty (30) days at the request of any party. When responding to requests to meet on short notice, the parties will give matters of an urgent nature priority.

The Committee will consist of RDBC and Employer representatives, including OH&S representatives. UBC will be invited to participate in the Committee in recognition of the **PRIVILEGED & CONFIDENTIAL** – For use of HEABC members only. This document is created to provide confidential labour relations advice and information, and is without prejudice to any position HEABC may take in any arbitral proceeding or other forum. HEABC member employers are advised to seek guidance from HEABC when using this resource.

Residents' dual status as learner and employee. Each party will bear its own costs of participation in the Committee.

The Committee will:

- Discuss Resident OH&S issues and concerns;
- Ensure alignment with other OH&S committees, organizations and systems, including incident reporting systems;
- Facilitate co-operation between RDBC and Employers on Resident OH&S issues; and
- Facilitate information sharing and make recommendations regarding available information that may assist in understanding occupational health and safety issues affecting Residents.

Article 2.08 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.

Article 3, Grievance Procedure and Article 4, Arbitration, do not apply to this Memorandum of Agreement. Any disagreements or disputes between members of the Committee must be resolved through discussion between RDBC and HEABC.

This Memorandum of Agreement will expire March 31, 2029 ~~March 31, 2025~~, unless expressly renewed.

**Amend the collective agreement by changing the following:**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**HEALTH EMPLOYERS' ASSOCIATION OF BRITISH COLUMBIA ("HEABC")**

**AND**

**RESIDENT DOCTORS OF BRITISH COLUMBIA ("RDBC")**

**AND**

**UNIVERSITY OF BRITISH COLUMBIA ("UBC")**

(each a "**Party**" or collectively the "**Parties**")

**Re: Committee to Address Resident Scheduling Issues**

1. The Parties support Residents being scheduled in a manner that permits them to take their intended rest, allocated leaves, and entitlements as provided by the Collective Agreement.
2. The Parties wish to establish a committee whose focus will be to support compliance with the Collective Agreement, by addressing chronic, systemic scheduling issues that are not readily resolved at the local level (the "**Committee**").
3. Members of the Committee will collaborate on appropriate methods for addressing Resident scheduling concerns.
4. All decisions, actions and recommendations arising from or in connection with this Committee shall be without prejudice and without precedent.

## Committee Composition

5. The Committee will consist of representatives from:
  - a. Resident Doctors of BC;
  - b. HEABC and the Employer, including Medical Directors and Health Authority representatives as necessary / appropriate; and
  - c. UBC (i.e.- PGME Associate Deans, Administrators, and Program Directors as appropriate).

## Meetings

6. Unless otherwise agreed to by RDBC and HEABC, the Committee will have its first meeting within ~~420~~ 60 days of ratification.
7. The Committee will meet ~~twice~~ quarterly per Academic Year, or within thirty (30) days at the request of any party or sooner as warranted.
8. Information brought to the Committee for consideration, including information on excess call shifts described below, shall be provided no later than twenty-one (21) days in advance of each meeting. Every endeavour will be made by the party raising the issue to provide the Committee with timely, accurate, and data-driven information.

## Non-Compliance with Collective Agreement Provisions

9. The Parties recognize that there may be situations of non-compliance with the Collective Agreement that should be brought to the attention of the Committee so that efforts can be made to resolve those situations expeditiously and informally. However, the expectation is that where feasible, such issues will be dealt with at the local level, by the applicable Residency Program, scheduling physician or local medical leader.
10. Resident doctors, through RDBC, may bring systemic scheduling concerns to the attention of the Committee for review. While individual residents do not need to be named, sufficient particulars must be provided so that proper consideration can be given.
11. The Committee may review significant systemic scheduling practices relating to the administration of vacation, alternate days off, and other leave entitlements under the Collective Agreement. This may include identifying opportunities to improve scheduling processes and practices that support Residents in accessing their leave entitlements while maintaining

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operational, educational, and patient care requirements.

12. Where issues of non-compliance in scheduling have been identified, the Committee members will communicate their expectations for corrections as follows:
  - a. Committee will issue a joint-communication to individual schedulers;
  - b. HEABC will communicate those issues to the appropriate health authorities where the non-compliance occurred/is occurring; or
  - c. UBC will communicate those issues to the appropriate Program Directors.

### **Consultations with and Reporting to Others**

13. The Parties recognize that the Issue(s) to be addressed by the Committee may require the Committee (or any working group under the Committee) to consult with and report to one or more of the following groups:
  - a. Employer representatives, including medical leaders responsible for medical education issues arising at the health authorities;
  - b. The Associate Dean, PGME;
  - c. Provincial Medical Services Executive Council; or
  - d. RDBC executive.

### **Excess Shifts**

- ~~14. Effective July 1, 2023,~~ Residents working shifts that meet the definitions set out at Article 20.01 but exceed the maximums set out under Article 20.02 due to extenuating circumstances (“**Excess Shifts**”), shall be remunerated as follows:
  - a. The total funding available for Excess Shifts ~~each~~ for the 2025/26 Academic Year is: \$500,000 (“**Excess Pool**”), which shall be divided into four quarters (13 blocks) specified below (each a “**Period**”). Effective July 1, 2026, the Excess Pool for each Academic Year is \$250,000, which shall be divided into four Periods as specified below.
  - b. The maximum amount payable for any Excess Shift shall not exceed the rate applicable to that shift as defined under Article 20.01.
  - c. If the total number of Excess Shifts in any of the Periods below exceed the maximum amount allotted for that Period, the over-expenditure will be addressed by RDBC reducing the call payment rates for that Period

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such that there is no over-expenditure for the calls submitted for that Period.

- d. Any unused funds within the Excess Pool will carry over into the current Period of the Shift Work Pool, or the next Period of the Excess Pool, at the discretion of the Committee. At the end of each Academic Year, any unused funds within the Excess Pool will be applied to the Total Expenditure as defined at Article 21.01 of the Collective Agreement for the next Academic Year. For clarity, there shall be no carry-over of any unused funds ~~to the next Period or to the Excess Pool of the next Academic Year.~~

<b>Period</b>	<b>Total Maximum Amount for Period</b>
Block 1-4	<del>\$70,000</del> \$155,000
Block 5-7	<del>\$60,000</del> \$115,000
Block 8-10	<del>\$60,000</del> \$115,000
Block 11-13	<del>\$60,000</del> \$115,000
<b>Excess Pool</b>	<b><del>\$250,000</del>\$500,000</b>

**Shift Work Pilot Project**

15. Shift-based duty hours are an alternative scheduling practice involving defined blocks of scheduled time, typically requiring Residents to be scheduled in successive shifts (one shift per Resident, per 24-hour period) established to address educational or operational needs not adequately covered by the scheduling provisions of the Collective Agreement.
16. The Committee seeks to undertake a pilot project whereby the Program Director of a Residency Program seeking to be recognized for a Shift Work scheduling practice may submit a written application to the Scheduling Committee established under this MOA (the “Pilot Project”). The Pilot Project will expire on March 31, 2029.

Applications must include, at minimum:

- a. Identification of the service or rotation proposing Shift Work;
- b. Rationale for why Shift Work is required to ensure service delivery and/or educational needs;

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- c. Proposed shift structure (including shift length, frequency, and rest periods); and
  - d. Impact on call schedules, compliance with Articles 19 and 20 of the Collective Agreement, and any required variances.
- 17. The Committee shall review each application for compliance with the Collective Agreement, operational feasibility, patient safety, educational value, Resident well-being, clinical service needs, and financial implications. The Committee may request additional particulars as necessary. HEABC may amend an approved Shift Work schedule at any time following consultation with the Committee where operational, accreditation, patient safety, or financial considerations require such amendment.
- 18. Residency Programs may only request one type of scheduling practice within a given site and service.
- 19. Effective July 1, 2026, Residents working shifts that are approved under the terms of this MOU shall be remunerated under the following terms:
  - a. \$80.00 per shift that crosses or begins at midnight (“**Overnight Shift**”).
  - b. Effective July 1, 2026, the total funding available for shift-based scheduling each Academic Year is: \$250,000 (“**Shift Work Pool**”).
  - c. If the total number of Overnight Shifts in any of the Periods below exceed the maximum amount allotted for that Period, the over-expenditure will be addressed by RDBC reducing the Overnight Shift rates for that Period such that there is no over-expenditure for the calls submitted for that Period.
  - d. Any unused funds within the Shift Work Pool will carry over into the current Period of the Excess Pool, or the next Period of the Shift Work Pool, at the discretion of the Committee. At the end of each Academic Year, any unused funds within the Shift Work Pool will be applied to the Total Expenditure as defined at Article 21.01 of the Collective Agreement for the next Academic Year. For clarity, there shall be no carry-over of any unused funds to the Shift Work Pool of the next Academic Year.

<u>Period</u>	<u>Total Maximum Amount for Period</u>
<u>Block 1-4</u>	<u>\$70,000</u>
<u>Block 5-7</u>	<u>\$60,000</u>
<u>Block 8-10</u>	<u>\$60,000</u>
<u>Block 11-13</u>	<u>\$60,000</u>
<b><u>Shift Work Pool</u></b>	<b><u>\$250,000</u></b>

20. Where the Excess Pool and the Shift Work Pool are exhausted, and there is a surplus in the Total Expenditure as contemplated under Article 21.05(b)(i) of the Collective Agreement, the Committee may review whether such surplus should be allocated to address those expenditures prior to any distribution to Residents under Article 21.05(b)(i).

### **Dispute Resolution**

21. If the Committee fails to reach a consensus on appropriate next steps to a scheduling violation, or if any Party takes the position that a satisfactory resolution cannot be reached, with respect to the violation through this Committee’s processes, RDBC, HEABC, or UBC may trigger the dispute resolution process set out at paragraph 22 in the Letter of Understanding between HEABC, RDBC and UBC (“Tri-Party LOU”), as appropriate, without the need to schedule a further tri-party meeting.

### **Inconsistency with Tri-Party LOU**

22. In the event that there is a conflict or inconsistency between the matters covered by or arising from this MOA and the terms of the Tri-Party LOU, the terms of the Tri-Party LOU (as may be amended from time to time) shall prevail.

**Amend the collective agreement by adding the following:**

**MEMORANDUM OF AGREEMENT**

**Re: Regional Joint Occupational Health and Safety Committees Pilot**

The Parties have a common interest in supporting a consistent approach to regional health and safety that is collaborative, coordinated, and effective.

The Parties agree to a two (2) year pilot project to establish and determine the effectiveness of Regional Joint Occupational Health and Safety (OHS), Psychological Health and Safety (PHS), and Violence Prevention (VP) (“Regional OHS Committee”) at Health Authorities/Providence Health Care (PHC).

Each Health Authority/PHC will pilot one Regional OHS Committee that consolidates existing regional specialized committees to provide a consistent and collaborative approach to employer-wide OHS, PHS, and VP related issues. The Regional OHS Committee will commence within one hundred twenty (120) days of ratification.

The purpose of the Regional OHS Committee will be to work collaboratively to provide guidance and recommendations on:

- OHS, PHS and VP policies and procedures, as applicable;
- OHS, PHS and VP training implementation, as applicable;
- Risk assessment completion;
- WorkSafeBC orders; and
- Corrective actions to address OHS and violent incidents and trends.

The Regional OHS Committee will not be established under the *Workers Compensation Act* and is not an escalation pathway for local JOHSC concerns.

Each Health Authority/PHC will invite participants from each bargaining association that represents the employees of the Health Authority/PHC.

Each Regional OHS Committee will be established in accordance with the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees, which will be provided to all members of the Regional OHS Committees.

Each Regional OHS Committee will establish a Terms of Reference using the template provided in the Recommendation Report. Within one (1) year of commencement, each Regional OHS Committee will review their Terms of Reference and assess the

committee's effectiveness utilizing established criteria. The results of the assessments will be provided to the Parties.

At the end of the two (2) year pilot, each Regional Committee will assess the committee's effectiveness utilizing established criteria and determine, in accordance with the Terms of Reference, if they will continue to meet. The results of the assessments and their decisions to continue to meet will be provided to the Parties.

Within ninety (90) days of ratification, HEABC will meet with the participating bargaining associations and employers to establish effectiveness criteria.

**Amend the collective agreement by adding the following:**

### **LETTER OF UNDERSTANDING**

#### **Re: Out of Province Rotations**

Out-of-province rotations ("Non-BC Rotation") must be approved by the University of British Columbia (UBC) and conducted in accordance with the UBC Faculty of Medicine's Postgraduate Medical Education (PGME) office.

During Non-BC Rotations, the Employer shall not be liable for any costs or incidents arising out of the Resident's participation in the Non-BC Rotation, including but not limited to medical expenses, travel-related disruptions or incidents, workplace disputes or complaints occurring at the host site, and any breaches of regulatory or licensure requirements in the host jurisdiction.

The Resident shall be responsible for complying with all applicable local regulations, host institution policies, and insurance requirements.

Articles of the Collective Agreement which presume that a rotation is within the jurisdiction of the Employer or within British Columbia do not apply to Residents participating in Non-BC Rotations during the period of the Non-BC Rotations.

Effective July 1, 2026, Residents on Non-BC Rotations within Canada will have on-call stipends paid in accordance with the Collective Agreement, subject to the following conditions:

- The site/program being visited is affiliated with the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada;
- The on-call stipend will be paid according to the assignment of duties that most closely aligns with the definitions outlined in Article 20.01 of the Collective Agreement; and

- Reasonable verification of the on-call duties worked is provided to the Employer, if necessary

The payment of on-call stipends under this Letter of Understanding shall be administered through the Memorandum of Understanding re. Committee to Address Resident Scheduling Issues and shall be paid from the Total Expenditure available for call payments in each Academic Year. The total amount of on-call stipends payable to non-BC rotations shall not exceed \$200,000 in any Academic Year.

Where the \$200,000 cap for Non-BC Rotation on-call stipends has been exhausted, and there is a surplus in the Total Expenditure as contemplated under Article 21.05(b)(i) of the Collective Agreement, the Committee may review whether such surplus should be allocated to address those expenditures prior to any distribution to Residents under Article 21.05(b)(i).

For clarity, on-call stipends will not be paid for Non-BC Rotations completed outside of Canada.

**This LOU is a standalone side agreement. It is not part of the Collective Agreement, is not subject to the grievance and arbitration provisions, and shall not be used to interpret or amend the Collective Agreement.**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**Health Employers Association**  
**of British Columbia**  
**(“HEABC”)**

**AND:**

**RESIDENT DOCTORS OF BRITISH COLUMBIA**  
**(“RDBC”)**

**(individually a “Party” and collectively the “Parties”)**

**Re: Simon Fraser University Resident Doctors -Administration of Employment Matters**

**(this “LOU”)**

**WHEREAS** **The Government of British Columbia, through the Ministry of Health, has confirmed that a new undergraduate medical school will commence at Simon Fraser University (“SFU”) with post-graduate residency seats on or around July 1, 2027.**

**WHEREAS** **the Parties recognize that the orderly planning and management of labour relations are essential to the success of the anticipated commencement of the postgraduate medical training programs offered by SFU.**

**WHEREAS** **the Parties are aware of SFU’s intention to develop and implement postgraduate medical education programs and acknowledge that such programs will**

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require coordination with health employers and other system partners with respect to the employment of Residents engaged in those programs.

**WHEREAS** the Parties acknowledge that the current scope of certification for the Residents Bargaining Association applies only to Residents enrolled in postgraduate medical training programs offered by the Faculty of Medicine, University of British Columbia (“UBC”).

**WHEREAS** the Parties wish to broadly outline the planning and engagement processes required to plan, develop, and formalize the collective agreement and any other necessary governance agreement pertaining to the administration of employment matters for Residents enrolled in the postgraduate medical training programs offered by SFU.

**WHEREAS** the Parties acknowledge that the unique status of Residents as both learners enrolled in a Residency Program, and workers employed by one or more health authorities, gives rise to the need to establish agreements that accurately describe the relationships existing among the various system partners with employment responsibilities for Residents and that provide for a mechanism for coordinating administration of certain SFU academic decisions that also affect the terms and conditions of Resident employment.

**THEREFORE, the Parties agree as follows:**

### **DEFINITIONS**

1. In this LOU, the following definitions apply:
  - a. **“Existing Collective Agreement”** means the Collective Agreement between HEABC (representing certain Health Authorities) and RDBC that applies to Residents completing a Residency Program offered by UBC.
  - b. **“Existing Tri-Party Agreement”** means the Letter of Understanding Tri-Party Agreement between HEABC, RDBC and UBC re Administration of Employment Matters Affected by Academic Decisions and Other Matters Referenced in [that] LOU, as may be amended from time to time.
  - c. **“Existing Residency Program”** means a Postgraduate Medical Education training program administered by UBC that is recognized by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada.

- d. “New Multi-Party Agreement” means the amendment of the Existing Tri-Party Agreement to include SFU and to incorporate matters relevant to SFU Residency Programs.
- e. “New SFU Tri-Party Agreement” means a new letter of understanding outlining the relationship between RDBC, HEABC, and the SFU and the administration of employment matters affected by academic decisions made by SFU, as separate from the Existing Tri-Party Agreement.
- f. “SFU Resident(s)” means a Resident (or Residents) who will be registered with the College of Physicians and Surgeons of British Columbia as a postgraduate resident (educational postgraduate class) in an educational medical training program administered by SFU and recognized by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada.
- g. “SFU Residency Program” means a postgraduate medical education training program administered by SFU and recognized by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada.

### **RDBC’s Interests**

- 2. HEABC acknowledges that RDBC has an interest in representing SFU Residents in matters of wages, hours, benefits, and working conditions.
- 3. HEABC will engage in good faith negotiations in furtherance of RDBC’s goal to be the exclusive bargaining representative for SFU Residents and to bring them under the terms of a collective agreement.

### **Consultation and Planning**

- 4. It is anticipated that the Parties, in consultation with SFU and UBC will determine the manner in which SFU Residents will be covered by a New Multi-Party Agreement or by a New SFU Tri-Party Agreement.

### **Negotiation of Necessary Agreements**

- 5. The Parties will make all reasonable efforts to negotiate and reach a mutually acceptable agreement on the following:
  - a. A New Multi-Party Agreement or a New SFU Tri-Party Agreement, with an agreement in principle reached by December 31, 2026; and

- b. An agreement setting out the terms and conditions on which HEABC is prepared to recognize RDBC as the sole and exclusive bargaining agent for SFU Residents, with an agreement in principle reached by December 31, 2026.

#### **("Necessary Agreements")**

6. For clarity, this LOU addresses governance and process only and does not establish, interpret, or amend terms of the Existing Collective Agreement

#### **Timelines**

7. The Parties acknowledge that the timelines specified in the *Negotiation of Necessary Agreements* above may be affected or delayed by factors outside of each Parties' reasonable control, including but not limited to, actions or positions of other relevant parties or system partners, timelines for accreditation of SFU, or other unforeseeable events. In the event of delays due to such factors, the Parties will meet to discuss and adjust the timeline accordingly.
8. The Parties will undertake the necessary steps to amend the provisions of the Existing Collective Agreement at the next available opportunity coinciding with the bargaining cycle and term end dates reflected in the Existing Collective Agreement once the existing certification is varied to include the SFU Residents.

#### **Resolution of Disagreements**

9. If an issue arises that is not directly addressed by this LOU, the Parties will seek to resolve it in a way that aligns with the overall intent of this LOU.
10. If either Party has a concern respecting this LOU, the Parties will meet to attempt to resolve these issues. Failing resolution, there are no further steps under this LOU to address such concerns.

#### **Term**

11. This LOU is effective as of the date of the ratification. At all times during the currency of this LOU, the Parties will act in good faith and will take such further steps as may be reasonable or necessary to give effect to this LOU.
12. In the event that agreement on the Necessary Agreements (and their ratification if applicable) are not reached by December 31, 2027, this LOU will automatically terminate without further obligation on any Party, unless expressly extended by the Parties in writing. The Parties agree that neither this LOU, nor any activities carried

out in furtherance of the terms, will be relied upon in any proceedings involving any or all of the Parties.

**Termination**

13. Either Party may terminate this LOU without cause upon six (6) months' written notice to the other.