

Collective Agreement

BETWEEN

HEABC

**Health Employers Association
of British Columbia**

AND

RDBC

**Resident Doctors
of British Columbia**

April 1 2019 – March 31 2022

COLLECTIVE AGREEMENT

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

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

British Columbia Cancer Agency (Vancouver Cancer Centre)

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

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

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

Interior Health Authority (Kelowna General Hospital)

Northern Health Authority (Prince George Regional Hospital)

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

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

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

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

Vancouver Coastal Health Authority (Vancouver Hospital, UBC Pavilions)

Vancouver Island Health Authority (Royal Jubilee Hospital)

Vancouver Island Health Authority (Victoria General Hospital)

Vancouver Island Health Authority (Nanaimo General Hospital)

AND

**RESIDENT DOCTORS
OF BRITISH COLUMBIA**

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

TABLE OF CONTENTS

A. COLLECTIVE AGREEMENT

ARTICLE 1 - DEFINITIONS AND APPLICATION..... 6
 1.01 Definitions6

ARTICLE 2 - UNION RECOGNITION 7
 2.01 Sole Bargaining Agent7
 2.02 Union Deductions.....7
 2.05 List of New Residents7
 2.06 Orientation Meetings.....7
 2.07 Union Membership7
 2.08 Protected Time for RDBC Representatives8
 2.09 RDBC Representatives8

ARTICLE 3 - GRIEVANCE PROCEDURE 8
 3.01 Differences Arising8
 3.02 Resolution of Differences8
 3.03 Policy Grievance8

ARTICLE 4 – ARBITRATION 8

ARTICLE 5 – TERMINATION AND DISMISSAL..... 9

ARTICLE 6 – RESIGNATION 10

ARTICLE 7 - COMPASSIONATE LEAVE 10

ARTICLE 8 - EDUCATIONAL LEAVE..... 10

ARTICLE 9 – MATERNITY/PARENTAL/ADOPTION LEAVE 11
 9.01 Birthing Parent – Maternity and Parental Leave11
 9.02 Parental Leave – Non-birthing Parents (including Adoptive Parents)12
 9.03 Parental Leave – Adoptive Parents13
 9.04 Return To Employment13
 9.05 Leave for Birth of a Child13
 9.06 Maternity Leave Allowance13

ARTICLE 10 - SICK LEAVE AND MEDICAL EXAMINATIONS 14

ARTICLE 11 - STATUTORY HOLIDAYS 15
 11.05 Work on Statutory Holiday15
 11.06 Alternate Religious Holiday15

ARTICLE 12 - UNPAID LEAVE 16

ARTICLE 13 - VACATION LEAVE 16

ARTICLE 14 - PORTABILITY OF BENEFITS 17

**ARTICLE 15 - MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, GROUP LIFE AND
LONG-TERM DISABILITY 18**
 15.04 Extended Health Plan18
 15.08 Group Life Insurance Plan.....19

ARTICLE 16 - FACILITIES FOR RESIDENTS 20
 16.02 Medical Reference Facility.....20
 16.03 Bulletin Boards.....20
 16.04 Lockable Facilities20
 16.05 Mail Slot.....20

16.06	On-Call Areas	20
ARTICLE 17 - UNIFORMS AND PAGERS.....		21
17.01	Uniforms	21
17.02	Pagers	21
ARTICLE 18 - GENERAL CONDITIONS.....		21
18.01	Professional Liability	21
18.02	CMPA	21
18.03	IV, Blood Collection and Cardiograms.....	22
18.04	Parking.....	22
18.05	Multiple Site On-Call Parking.....	22
18.06	Damage to Personal Property.....	22
18.07	Theft of Residents' Medical Equipment	22
18.08	UBC Registration Fee.....	22
18.09	Termination of Entitlements and Benefits	22
ARTICLE 19 – SCHEDULING		23
19.02	Process for Applying for Variation of Scheduling Principles	23
19.03	Definition of Weekend	24
19.04	Flexible Days Off	24
ARTICLE 20 – CALL SHIFTS.....		25
20.01	Definitions	25
20.02	Call Scheduling	26
ARTICLE 21 – CALL PAYMENT ADMINISTRATION.....		27
21.01	Definitions.....	27
21.02	Additional Call Funds	27
21.03	Payment Eligibility	28
21.04	Payment Administration.....	28
21.05	Expenditure Management	28
ARTICLE 22 – ALLOWANCES & STIPENDS.....		30
22.01	Mileage	30
22.02	Administrative Allowance	30
ARTICLE 23 – REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS.....		32
23.01	RDBC Schedule	32
23.02	Statement of Wages.....	34
ARTICLE 24 - EFFECTIVE AND EXPIRY DATES.....		34
ARTICLE 25 – DISCRIMINATION		34
ARTICLE 26 - RETURN TO FORMER POSITION		34
ARTICLE 27 - LEAVE - COURT DUTY		35
ARTICLE 28 - DISTRIBUTED TRAINING LOCATIONS		35
ARTICLE 29 - REDUCTION IN RESIDENCY POSITIONS		35
ARTICLE 30 - PROVISION FOR IMMUNIZATIONS		35
ARTICLE 31 - PAYROLL RECORDS.....		36
ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY		36
ARTICLE 33 - COPY OF AGREEMENT.....		36
MEMORANDUM OF UNDERSTANDING.....		38

Re: Article 2 - Union Recognition.....	38
LETTER OF UNDERSTANDING	39
Re: Union Deductions	39
MEMORANDUM OF UNDERSTANDING	40
Re: Workload During Pregnancy	40
MEMORANDUM OF UNDERSTANDING	41
Re: Orientation	41
LETTER OF UNDERSTANDING	42
Re: Orientation for Residents commencing R1 in the 2019/2020 Academic Year	42
MEMORANDUM OF UNDERSTANDING	43
Re: Internet Access	43
LETTER OF UNDERSTANDING	44
Re: Special Skills Residents.....	44
LETTER OF UNDERSTANDING	45
Re: Distributed Training Locations	45
MEMORANDUM OF AGREEMENT	46
Re: Professional Expenses Benefit.....	46
MEMORANDUM OF AGREEMENT	47
Re: Working Group for a Provincial Framework on Occupational Health and Safety	47
MEMORANDUM OF UNDERSTANDING	49
Re: Membership on Provincial Psychological Health and Safety Committee	49
MEMORANDUM OF AGREEMENT	50
Re: Employer and Resident Health, Safety and Violence Prevention Working Group	50
MEMORANDUM OF AGREEMENT	52
Re: Recruitment and Retention.....	52
APPENDIX A – LONG TERM DISABILTY PLAN	55

AGREEMENT

Effective April 1, 2019 to March 31, 2022

BETWEEN:

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

British Columbia Cancer Agency (Vancouver Cancer Centre)
Children's and Women's Health Centre of British Columbia Branch (B.C. Women's Hospital and Health Centre)
Children's and Women's Health Centre of British Columbia Branch (British Columbia's Children's Hospital)
Fraser Health Authority (Royal Columbian Hospital, Eagle Ridge Hospital and HealthCare Centre, and Chilliwack General Hospital)
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Northern Health Authority (Prince George Regional Hospital)
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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 BC (hereinafter referred to as "RDBC"), the certified bargaining agent representing and acting on behalf of Residents.

PREAMBLE:

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

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

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

ARTICLE 1 - DEFINITIONS AND APPLICATION

1.01 Definitions

In this Agreement, the following definitions shall apply:

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

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

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

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

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

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

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

- (a) registered with the College of Physicians and Surgeons of British Columbia in the educational-postgraduate class as a postgraduate resident; or
- (b) a graduate in podiatry or dentistry enrolled in a postgraduate training program offered by the Faculty of Medicine, University of British Columbia

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

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

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

“Spouse” includes a person living with a Resident as a common law partner for a period of not less than one (1) year.

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

ARTICLE 2 - UNION RECOGNITION

2.01 Sole Bargaining Agent

The Employer recognizes RDBC as the exclusive bargaining agent in negotiating terms and conditions of employment on behalf of all Residents covered by this Agreement.

2.02 Union Deductions

Each Resident shall, as a condition of continuing employment, authorize a deduction from their pay cheque of an amount fixed from time to time by RDBC. The Employer shall ensure that at the commencement of their employment, each Resident is provided with the electronic dues deduction authorization form contained in the Letter of Understanding “Union Deductions.” Each Resident will complete the electronic form.

2.03 (a) The Employer agrees to deduct bi-weekly from the total earnings of each Resident, dues in the amount specified, and to forward to RDBC within twenty-eight (28) calendar days of the deduction, the total amount of such fees and dues collected together with the list of those Residents for whom deductions were made in the month concerned.

(b) The dues remittance sheet provided to RDBC pursuant to Article 2.03 (a), above, shall itemize the salary, paid sick leave, statutory holiday pay, WorkSafeBC wage loss benefits, and the amount of any call, meal or administrative allowances paid to each Resident.

The divisor used to calculate hourly rates will be 1957.5 hours per year.

2.04 The Employer shall supply each Resident without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to RDBC by Residents during a taxation year. The receipts shall be mailed or delivered to Residents prior to March 1 of the year following each taxation year.

2.05 List of New Residents

No later than April 1, where possible, the Employer shall ensure that RDBC is provided with the names, addresses, start date, resident remuneration level, program and VCH employee number of Residents who will be starting a Residency Program within the next three (3) months. RDBC will be informed of Resident changes during the year on a quarterly basis.

2.06 Orientation Meetings

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

2.07 Union Membership

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

2.08 Protected Time for RDBC Representatives

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

2.09 RDBC Representatives

RDBC shall inform the Employer in advance whenever the designated representatives of the union intend to visit the Employer's premises for the purpose of conducting union business. Such visits shall not interfere with normal operations of the Employer.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Differences Arising

If a difference arises between the Employer and a Resident(s) or between the Employer and 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) calendar days of the occurrence of the difference; or within fourteen (14) calendar days of when the Resident(s) first became aware of the matter giving rise to the difference, 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. 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.

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 shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and stage 2 of Article 3.02 shall apply.

ARTICLE 4 – ARBITRATION

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

D. McPhillips
J. McConchie
J. Nichols
C. Bell
K. Saunders

4.02 The Arbitrator shall have full power to resolve all disputes arising under this Agreement, including the power to decide whether any matter is arbitrable or within the scope of this Agreement. The decision of the Arbitrator shall be final and binding on both parties. The expenses and compensation of the Arbitrator shall be shared equally by the parties.

ARTICLE 5 – TERMINATION AND DISMISSAL

5.01 The Employer may terminate a Resident for just cause, subject to the provisions of Article 3. When a Resident is terminated for just cause 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 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.

ARTICLE 6 – RESIGNATION

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

ARTICLE 7 - COMPASSIONATE LEAVE

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

- 7.02** When a Resident requires travelling time associated with a compassionate leave, the Employer will compensate a Resident for up to two (2) additional days leave with pay for the travelling time.

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

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

ARTICLE 8 - EDUCATIONAL LEAVE

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

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

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

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

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

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

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

ARTICLE 9 – MATERNITY/PARENTAL/ADOPTION LEAVE

9.01 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 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, she is unable to return to work when her 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 medical complications of pregnancy shall be covered by sick leave provisions. Pregnancy shall not constitute cause for Termination.

(f) Notice Required

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

(g) Doctor's Certificate

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

(h) Incapable of Performing Duties

See the Memorandum of Understanding Re: Workload During Pregnancy and 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) 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 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.

ARTICLE 10 - SICK LEAVE AND MEDICAL EXAMINATIONS

10.01 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. After the Resident has exhausted the 5 months of sick leave and benefit coverage per Academic Year, the Resident will be placed on unpaid leave without benefits coverage. If a Resident has exhausted the 5 months of sick leave they must return to work for sixty days (60) before they are entitled to receive an additional 5 months of paid sick leave. Coverage under this article shall commence on the first day on which the Resident carries out the duties of a Residency Program. A Resident whose appointment to a Residency Program has not been renewed, and whose injury or illness causing disability occurs during the term of 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.

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
Easter Monday	Labour Day	Boxing Day

- 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 19.02, the Resident shall receive an alternate day off without loss of pay. A Resident can take this alternate day within 12 months of earning it on a date mutually agreed between the Resident and the Residency Program.
- 11.03 Part-time Residents will receive the following pay for statutory holidays as set out in Article 11.01.

$$\text{Days Paid per Calendar Year} \times \frac{\text{Regular Pay} \times \text{Twelve (12)}}{261}$$

- 11.04 Every Resident shall be entitled to at least five (5) consecutive days off during the twelve (12) day period that encompasses Christmas, New Year's Day and two (2) full weekends. Those five (5) days off are to account for the three (3) statutory holidays, Christmas Day, Boxing Day, New Year's Day, and two (2) weekend days.
- 11.05 **Work on Statutory Holiday**
If a Resident is scheduled to start 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 (2.5) their normal rate, plus a day off in lieu of the holiday.
- 11.06 **Alternate Religious Holiday**
A Resident who is a practitioner of a recognized faith which does not celebrate Good Friday, Easter Monday and/or Christmas Day, may designate an alternate paid holiday as a replacement subject to the discretion of the Program Director which shall not be unreasonably withheld, subject to the provisions below:

- (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 twelve (12) day period referred to in Article 11.04.

ARTICLE 12 - UNPAID LEAVE

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

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.

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 on uninterrupted and ends on a Friday.

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

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

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

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.

ARTICLE 14 - PORTABILITY OF BENEFITS

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

14.02 The Employer in which the Resident has accumulated benefits shall be called Employer A, and the Employer recognizing such benefits shall be called Employer B.

(a) Vacation leave earned but not taken during previous appointment and accumulated at Employer A shall be credited by Employer B.

- (b) Medical, Extended Health, and Dental shall be portable from Employer A to Employer B whether or not Employer B is a signatory of this Agreement, and appropriate arrangements shall be made to ensure continuity of coverage throughout the term of the appointment.

14.03 Benefits superior to those provided by the Agreement shall not be portable.

14.04 When a Resident is appointed to a Residency Program, in an immediately succeeding Academic Year without a break in the continuity of their training Program at an Employer where RDBC is certified, and which is a member of HEABC, their prior appointment with any Employer covered by the Agreement will be deemed to provide for portability and continuity of benefits contained in Articles 10 and 15.

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

The Employer will pay ninety percent (90%) of the monthly premium and the Resident will pay ten percent (10%) 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 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; and,
- (b) The allowance for vision care will be \$225.00 every twenty-four (24) months per eligible Resident or eligible dependent; and,
- (c) The allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible Resident or eligible dependent.
- (d) The Extended Health Direct Pay Card similar to "Bluenet".
- (e) "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.

- (f) 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.
- (g) Contraceptives (including oral, injectables and IUD).

15.05 The Employer will pay ninety percent (90%) of the monthly premium and the Resident will pay ten percent (10%) of the monthly premiums for dental benefits.

Coverage will be:

- (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.

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.

15.07 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
- (g) Successive disabilities as described in the Plan
- (h) Continuation of coverage as described in the Plan

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.

The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000). Effective January 1, 2013, the Employer will pay ninety percent (90%) and the

Residents will pay ten percent (10%) of the monthly premiums for The Group Life Insurance Plan.

- 15.09** A common-law spouse includes a person living with a Resident as a spousal partner for a period of not less than one (1) year.
- 15.10** Upon Termination of employment, all health and welfare benefits (except MSP) to which a Resident is entitled shall terminate.
- 15.11** Coverage under the above Plans becomes effective from the first day of the calendar month following the date of enrolment.

ARTICLE 16 - FACILITIES FOR RESIDENTS

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

16.02 Medical Reference Facility

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

16.03 Bulletin Boards

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

16.04 Lockable Facilities

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

The on-call area shall have clean sheets and towels changed on a 24-hour basis; a door which locks from the inside; a bed; a bedside lamp; privacy; a telephone; a non-public shower with hot and cold running water; a non-public sink; a non-public toilet; a suitable

desk; and, a chair. The Employer will make reasonable efforts to provide a conventional or hospital bed, private telephone and reasonable access to computer resources.

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

ARTICLE 17 - UNIFORMS AND PAGERS

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

17.01 Uniforms

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

17.02 Pagers

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

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

ARTICLE 18 - GENERAL CONDITIONS

18.01 Professional Liability

The Employer shall indemnify and save harmless from any pecuniary loss, any Resident who, in the course of 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. 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

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

No reimbursement shall be provided by the Employer for the cost of CMPA dues. However, partial payment of CMPA dues may be made available to Residents in the 2018/2019 Academic Year from under-expenditure of the Total Expenditure for call availability as directed by RDBC.

18.03 IV, Blood Collection and Cardiograms

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

18.04 Parking

The Employer will provide at its expense, parking at the Hospital for Residents on-call who are called back to work. The Employer is not responsible for tickets for parking infractions. Residents may submit an expense statement of account for parking at the end of the applicable month.

18.05 Multiple Site On-Call Parking

When a Resident is required to be covering call between two (2) or more Hospitals, the Employer will either provide parking or reimburse the Resident for parking costs at the site(s) where they parked.

18.06 Damage to Personal Property

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

18.07 Theft of Residents' Medical Equipment

The Employer shall replace required medical equipment which is stolen from secured storage locations. The onus is on the Resident to provide satisfactory proof of the theft. Such equipment must be required by the Employer and is not otherwise provided for the Resident to perform their duties. The Employer is not responsible for equipment lost through a Resident's inadvertence.

18.08 UBC Registration Fee

If, during the life of this Collective Agreement, the University of British Columbia should levy any tuition expenses over and above the registration fee of twenty dollars (\$20.00), the Employer and RDBC agree to enter into discussions with the University of British Columbia with a view to ameliorating any economic hardship which might impact on the Resident as a result of said increase.

One aspect of "amelioration," as referenced above, is joint representation on the prospect of new or increased tuition/fees. The parties agree to work jointly and proactively to make representations with whatever government department or agency is appropriate to ensure that the Government of British Columbia fully appreciates the economic hardship that would fall to a Resident from new or unreasonably increased tuition/fees.

18.09 Termination of Entitlements and Benefits

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

ARTICLE 19 – SCHEDULING

19.01

- (a) 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 four (4) consecutive hours uninterrupted by any duty assignments for purposes of rest, the Resident shall be relieved of duty no later than 10:00 a.m., subject to the Resident's obligation to ensure continuity of care. On any such shift, Residents may only be assigned clinical responsibilities that can reasonably be completed by 10:00 a.m., unless exigent circumstances, such as a patient emergency, necessitate the assignment of a duty that will require a Resident's service subsequent to 10:00 a.m.

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 reinitiate 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

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

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

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

ARTICLE 20 – CALL SHIFTS

20.01 Definitions

Call Shifts

“Evening Call Shift” means In-Hospital Call scheduled for and lasting from 5:00 p.m. to 11:00 p.m.

“Overnight Call Shift” means In-Hospital Call or Out-of-Hospital Call scheduled for and lasting twelve (12) hours or more, of which one full hour is after 11:00 pm and before 6:00 a.m.

“Weekend Day Call Shift” means In-Hospital Call scheduled for and lasting a minimum of eight (8) hours during regular working hours of service between 8:00 a.m. Saturday and 8:00 a.m. Monday and on holidays.

“Full Weekend Call Shift” means In-Hospital Call or Out-of-Hospital Call that is scheduled to start on Saturday 8:00 a.m. and end on Monday 8:00 a.m. and is provided, will be considered to be two call shifts.

“In-Hospital Call” means the Resident is scheduled to be immediately available to provide clinical services and is required to remain in the hospital for the scheduled call time period. In-Hospital call does not include “day call” during regular working hours of service Monday to Friday.

“Out-of-Hospital Call” means the Resident is scheduled to be available, but not required to remain onsite for the scheduled call time period. If onsite attendance is needed, the Resident shall be required to come in. Out-of-Hospital call does not include “day call” during regular working hours of service Monday to Friday.

“Immediately Available” means the Resident is expected to be immediately available (i.e. must attend within fifteen (15) minutes of being paged), in which case, call will be considered to be on-site (in-Hospital) call, and adhere to the one-in-four (1:4) schedule, averaged over three months.

“Converted Call” means the Resident is scheduled for Out-of-Hospital Overnight Call, but is required to work more than four (4) consecutive hours on site during the call period, of which more than one (1) hour is past 11:00 p.m. and before 6:00 a.m.

20.02 Call Scheduling

(a) Termination of call requirements and scheduling of call within Residency Programs are Academic matters. The call schedules shall be circulated by the Residency Programs one month prior to the period shown in the call schedule to RDBC, to the Working Group and to those Residents scheduled to be on call. The Residency Program will attempt to advise the Resident of any changes to the schedule two weeks in advance.

(b) Call Shifts must comply with the following call scheduling rules:

(i) Overnight Call Shifts and Weekend Day Call Shifts that are In-Hospital Call shall be scheduled on a one (1) in four (4) basis and shall be administered as follows:

The number of days on service reflects the number of working days subtracting any time the Resident is away from the workplace for any reason including vacation and leaves:

11-14 days on service - 3 calls
15-18 days on service - 4 calls
19-22 days on service - 5 calls
23-26 days on service - 6 calls
27-29 days on service - 7 calls
30-34 days on service - 8 calls
35-38 days on service - 9 calls

(ii) Overnight Call Shifts that are Out-of-Hospital Call shall be scheduled on a one (1) in three (3) basis and shall be administered as follows:

The number of days on service reflects the number of working days subtracting any time the Resident is away from the workplace for any reason including vacation and leaves:

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

(iii) Full Weekend Call Shifts that are In-Hospital Call shall be scheduled on a one (1) weekend in four (4) basis. Full Weekend Call Shifts that are Out of Hospital Call shall be scheduled on a one (1) in three (3) basis.

(iv) The following rules apply to 20.02(b)(i) – (iii) above:

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

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

(v) Pregnancy – If recommended in writing by their treating physician, midwife or nurse practitioner, pregnant Residents shall not be scheduled for call after the twenty-fourth week of gestation. If a Resident is relieved of call as a result of this provision she shall not, post-pregnancy, be required to make up the call that was missed.

ARTICLE 21 – CALL PAYMENT ADMINISTRATION

21.01 Definitions

Call Funds

“Actual Expenditures” means the expenditures for call payments, excluding any expenditures of the Additional Call Funds, but including RDBC’s reasonable labour costs to administer the call payment scheme, incurred in each Academic Year.

“Additional Call Funds” means a discrete funding pool consisting of the following amounts:

- (a) July 1, 2019 – June 30, 2020 - \$430,000
- (b) July 1, 2020 – June 30, 2021 - \$400,000
- (c) July 1, 2021 – June 30, 2022 - \$870,000

“Projected Actual Expenditures” means the expenditures for call payments, excluding any expenditures of the Additional Call Funds, but including RDBC’s reasonable labour costs to administer the call payment scheme, incurred in the first half of each Academic Year, multiplied by two.

“Reserve Funds” means an amount of \$100,000, available as of July 1, 2019 for the sole purpose of supplementing the Total Expenditure.

“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 2018/19 Academic Year was \$5,142,153. The amount of funding comprising the Total Expenditure in each subsequent Academic Year will vary from the Total Expenditure for the 2018/19 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.

21.02 Additional Call Funds

The provisions set out in this article regarding call scheduling, payment eligibility and administration and expenditure management do not apply to the Additional Call Funds, which are to be administered by the Working Group established in the MOU Re Call Workload and Scheduling (“Working Group”).

21.03 Payment Eligibility

- (a) Prior to the start of the 2019/2020 Academic Year, the call payment rates set out in the 2014-2019 Collective Agreement apply and consist of the following:
 - (i) Overnight Call Shift that is an In-Hospital Call - \$100
 - (ii) Overnight Call Shift that is an Out-of-Hospital Call - \$50
 - (iii) Weekend Day Call Shift and Evening Call Shift that are In-Hospital Call - \$50
 - (iv) Converted Call Shift - \$100
 - (v) Full Weekend Call Shift that is an In-Hospital Call - \$200
 - (vi) Full Weekend Call Shift that is an Out-of-Hospital Call - \$100
- (b) For the 2019/2020 Academic Year, the 2020/2021 Academic Year and the 2021/2022 Academic Year, subject to Article 21.05 (b) and (d) below, as applicable, the following call payment rates apply:
 - (i) Overnight Call Shift that is an In-Hospital Call - \$120
 - (ii) Overnight Call Shift that is an Out-of-Hospital Call - \$60
 - (iii) Weekend Day Call Shift and Evening Call Shift that are In-Hospital Call - \$60
 - (iv) Converted Call Shift - \$120
 - (v) Full Weekend Call Shift that is an In-Hospital Call - \$240
 - (vi) Full Weekend Call Shift that is an Out-of-Hospital Call - \$120

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

- (a) If, at the end of the 2018/2019 Academic Year,
 - (i) The Total Expenditure is at least \$200,000 greater than the Actual Expenditures, the difference between them minus a contingency of 1% will be distributed in accordance with the Memorandum of Agreement Re: Professional Expenses Benefit and the 1% contingency will be added to the Total Expenditure for the proceeding Academic Year;
 - (ii) The Total Expenditure exceeds the Actual Expenditures by less than \$200,000, the surplus amount will be added to the Total Expenditure for the following Academic Year; or

(iii) The Actual Expenditures exceed the Total Expenditure, the over-expenditure will be ameliorated by:

(A) Adding the Reserve Funds to the Total Expenditure; and, if necessary;

(B) Subject to Article 21.05(b) below, reducing the call payment rates commencing as close as practicable to the start of the following Academic Year, such that the projected over-expenditure should be recovered over the course of 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)(iii) above, as soon as practicable. If a reduction to the call payment rates is proposed, within 15 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) Subject to Article 21.05 (e) below, the following provisions take effect at the start of the 2019/2020 Academic Year, and apply for the 2020/2021 Academic Year and the 2021/2022 Academic Year:

(i) 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 \$200,000, subject to Article 21.05(d) below, the projected over-expenditure will be ameliorated by:

(A) Adding any available Reserve Funds to the Total Expenditure and, if necessary;

(B) 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.

(ii) If, at the end of an Academic Year,

(A) The Total Expenditure is at least \$200,000 greater than the Actual Expenditures, the surplus amount minus a contingency of 1% will be added to the Additional Call Funds for the following Academic Year and the 1% contingency amount will be added to the Total Expenditure for the following Academic Year;

(B) The Total Expenditure is no more than \$200,000 greater than the Actual Expenditures, the surplus amount will be applied to the Total Expenditure for the following Academic Year; or

(C) The Total Expenditure is less than the Actual Expenditures, the over-expenditure will be ameliorated by:

(1) Adding any available Reserve Funds to the Total Expenditure and, if necessary;

(2) Deducting the over-expenditure from the Total Expenditure for the following Academic Year.

(d) HEABC will inform RDBC in writing of any proposed reduction to the call payment rates pursuant to Article 21.05(c)(i) 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.

- (e) Any Reserve Funds remaining at the conclusion of the 2020/2021 Academic Year will be paid out as part of the Professional Expense Benefit for that Academic Year.
- (f) The following provisions apply for the duration of the term of the Collective Agreement:
 - (i) 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.
 - (ii) 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)(iii) or Article 21.05(c)(i) 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

22.01 Mileage

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

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

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

22.02 Administrative Allowance

Definitions

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

“Master Chief Resident” means the Resident formally designated by their Program Director as the Master Chief 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 Master Chief Resident (s) have responsibility for certain Residency Program-wide initiatives.

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

- (a) IMG Family Practice Master Chief
- (b) CMG Family Practice Master Chief

General

- (a) The designation of Residents as Chief (Administrative) Resident, and Master Chief Resident (collectively, "Chief Resident Positions") are Academic matters. The appointment of Residents to any of the Chief Resident Positions must be approved in writing by the Associate Dean before they are effective.
- (b) No Resident may hold more than one of the Chief Resident Positions at one time, with one exception: Master Chief Residents may also serve as Chief (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 Chief Resident Positions for only part of an Academic Year, or if two (2) Residents are co-appointed to one of the Chief Resident Positions, the Employer will pro-rate the amount of the allowance accordingly. Further co-sharing of the Chief Resident Positions and prorating of the payments will only be permitted in exceptional circumstances with approval by the Associate Dean.

Master Chief Resident

- (e) The Employer shall pay the Master Chief Residents an annual administration stipend of \$2,000 as compensation for assigned administrative functions including but not limited to the following:
 - (i) Acting as the liaison between Residents and Chief (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 Chief Resident meetings; and
 - (vii) Coordinating Resident input for accreditation.

Chief (Administrative) Resident

- (f) The Employer shall pay the Chief (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 Chief (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 Chief (Administrative) Resident:

First Pay Period After April 1, 2019

Number of FTE	Administrative Allowance (total per Academic year)
Fewer than 3	\$0.00
3 to 4	\$1,222.48
5 to 10	\$2,444.97
11 to 15	\$3,056.20
16 to 20	\$3,667.45
21 to 25	\$4,278.69
26 to 30	\$5,501.17
31 to 35	\$6,723.63
36 to 40	\$7,334.89
41 to 45	\$7,946.14
46 to 50	\$9,168.60
51 to 55	\$10,391.10
56 to 60	\$11,002.33
61 to 65	\$11,613.58

ARTICLE 23 – REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS

23.01 RDBC Schedule

The parties agree to the following wage increase for all employees for the 2019-2022 Collective Agreement:

- (a) Effective the first pay period after April 1, 2019 2.0%
- (b) Effective the first pay period after April 1, 2020 2.0%
- (c) Effective the first pay period after April 1, 2021 2.0%

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, 2019

Resident I	Annual	\$54,848.73
	Monthly	\$4,570.73
	Bi-weekly	\$2,101.48
Resident II	Annual	\$61,187.38
	Monthly	\$5,098.95
	Bi-weekly	\$2,344.34
Resident III	Annual	\$66,676.93
	Monthly	\$5,556.41
	Bi-weekly	\$2,554.67
Resident IV	Annual	\$71,771.76
	Monthly	\$5,980.98
	Bi-weekly	\$2,749.88
Resident V	Annual	\$77,184.09
	Monthly	\$6,432.01
	Bi-weekly	\$2,957.24
Resident VI	Annual	\$82,405.65
	Monthly	\$6,867.14
	Bi-weekly	\$3,157.30
Resident VII	Annual	\$87,819.41
	Monthly	\$7,318.28
	Bi-weekly	\$3,364.73

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.

23.02 Statement of Wages

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

ARTICLE 24 - EFFECTIVE AND EXPIRY DATES

This Agreement shall be effective from April 1, 2019, and shall remain in force and be binding upon the parties until the expiry date of March 31, 2022, 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

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

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

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

ARTICLE 26 - RETURN TO FORMER POSITION

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

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

ARTICLE 27 - LEAVE - COURT DUTY

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

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

ARTICLE 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.

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

ARTICLE 29 - REDUCTION IN RESIDENCY POSITIONS

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

To accommodate reductions required by reduced funding the Employers will first reduce positions allocated to new entrants into Residency Programs.

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.

- 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.

ARTICLE 31 - PAYROLL RECORDS

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

ARTICLE 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 injuries and the promotion of safe work practices.

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.

ARTICLE 33 - COPY OF AGREEMENT

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

Signed on behalf of Health Employers Association of British Columbia

per: _____

per: _____

Signed on behalf of the Resident Doctors of British Columbia

per: _____

per: _____

Dated this ____ day of November, 2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Article 2 - Union Recognition

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

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Union Deductions

Electronic Dues Authorization

Each Resident is required, as a condition of employment, to authorize deduction of RDBC dues, or an amount equivalent to RDBC dues, from their remuneration. Therefore, please provide your authorization by signing the statement below.

Until this authority is revoked by me in writing, I hereby authorize (the "Employer") to deduct from my remuneration bi-weekly and to pay to RDBC an amount equal to the current dues as established from time to time by RDBC.

Signature _____ Date _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Workload During Pregnancy

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

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
AND
RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Orientation

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

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



LETTER OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

March 15, 2019

Mr. Harry Gray
Executive Director
Resident Doctors of BC
Suite 350-1665 West Broadway
Vancouver, BC V6J 1X1

Dr. Ravi Sidhu
Associate Dean, Post Graduate
Medical Education
UBC Faculty of Medicine

Dear Mr. Gray and Dr. Sidhu:

Re: Orientation for Residents commencing R1 in the 2019/2020 Academic Year

We write to advise that beginning in 2019 Resident Doctors will participate in a mandatory orientation session prior to commencing their Residency Programs on July 1, 2019. This requirement will be ongoing. Employers will provide the training. Training will be provided in Vancouver and may be offered at one or more of the distributed training locations. Employers will identify and advise Residents of the options available to complete the mandatory training.

As required pursuant to the Collective Agreement MOU RE: Orientation, Residents will be paid at their regularly hourly rate for the one day. Payment will not be provided to those who are unable to attend.

Further details will be provided regarding the date, time, content and location where Residents will attend and the materials that will be covered.

Sincerely,

(original signed by Eleana Swift)

Eleana Swift
Legal Counsel

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Internet Access

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

PROFESSIONAL ASSOCIATION OF RESIDENTS OF BRITISH COLUMBIA

Re: Special Skills Residents

February 26, 2002

Ms. Zoe Towle
Administrator
PAR-BC

Dear Ms. Towle:

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

Yours truly,

(original signed by K.D. Burnett)

K.D. Burnett
Senior Consultant, Consulting Services
HEABC

LETTER OF UNDERSTANDING

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Distributed Training Locations

- (a) Accommodation will be secure and will have consideration for privacy.
- (b) Accommodation should be clean and well maintained, self-contained, have access to full kitchen, bathroom and laundry facilities.
- (c) The Employer will consider requests for advances of expenses.
- (d) There shall be an unscheduled day between rotations.
- (e) Accreditation standards, for education and teaching, shall be recognized and maintained.
- (f) 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.
- (g) 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.
- (h) In the event of a leave arising under Article 7.01, the Resident shall be reimbursed 50% of return travel expenses between the program base and the distributed location.

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

Re: Professional Expenses Benefit

- (a) In order to assist Residents with the costs relating to their residency and professional development, a lump sum payment in the following amounts will be provided, at the conclusion of each Academic Year, to Residents as follows:
 - (i) At the conclusion of the 2018/2019 Academic Year:
 - (A) R1s and R2s - \$1000; and
 - (B) R3s – R7s – an equal portion of the surplus on-call funds as described in Article 21.05(a)(i).
 - (ii) At the conclusion of the 2019/2020 and at the conclusion of each Academic Year thereafter:
 - (A) R1s-R7s - \$1,000
- (b) The Professional Expenses Benefit (“PEB”) will be provided to Residents on maternity, parental or sick leave, in the same fashion as the PEB is provided to Residents who are working, provided that the Residents on maternity, parental or sick leave have not previously been provided with the PEB for that residency training program year.
- (c) For clarity, Residents are only eligible to receive the PEB once for each of R1 to R7, regardless of how long it takes them to complete each of these residency training program years.

MEMORANDUM OF AGREEMENT

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Working Group for a Provincial Framework on Occupational Health and Safety

Whereas the parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces throughout the health care sector, with shared objectives to:

- (a) Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs
- (b) Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases
- (c) Evaluate and promote the adoption of leading practices, programs or models
- (d) Identify and develop a provincial framework and systems for implementing these objectives
- (e) Facilitate co-operation between unions and employers on health and safety issues
- (f) Facilitate education and training for effective functioning of local Joint OHS committees
- (g) Share information, data, experience and best practices across the sector
- (h) Improve compliance with Workers Compensation Act, OHS regulation and recommendations
- (i) Implement CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety.

Whereas the parties acknowledge the need for a coordinated and integrated effort to improve the health and safety of health care workers and renew and rebuild a provincial framework/structure for occupational health and safety in the BC health care sector, built on the following principles:

- (a) Broad stakeholder engagement in governance;
- (b) Collaborative approach;
- (c) Transparency; and
- (d) Evidence based decision making.

Therefore the parties agree as follows:

- (a) The parties will participate in the establishment of a joint provincial working group, within 90 days of ratification, grounded in the principles of meaningful collaboration and system based approaches with a purpose to support and promote safe and healthy work environments in healthcare across BC.

- (b) The working group will meet as frequently as necessary in order to conclude recommendations within 6 months of ratification.
- (c) The working group will be chaired by HEABC and comprised of one representative from each participating Employee stakeholder group (bargaining association) and three Employer representatives. The working group will include a representative from Doctors of BC, or other relevant groups as agreed by the participants. The working group will operate on a consensus model.
- (d) The working group will make recommendations to the stakeholder groups and Leadership Council to establish a provincial framework/structure (the “Provincial Framework”) for Health Care Sector Occupational Health and Safety issues and solutions. The working group will regularly (monthly) update all stakeholders, prior to the submission of final recommendations, which shall be given due consideration by stakeholders and Leadership Council.
- (e) The working group will make recommendations regarding terms of reference and rules of governance for the Provincial Framework.
- (f) The working group will explore opportunities and make recommendations regarding potential sources of ongoing funding for initiatives carried out under this Provincial Framework.
- (g) The Provincial Framework/structure will carry on with all projects previously agreed to and undertaken by the Provincial Occupational Health and Safety and Violence Prevention Steering Committee. Such projects will include maintenance of the Provincial Violence Prevention Curriculum and the design update and implementation of the OHS Resource Centre.
- (h) The RDBC will be provided with \$30,000 annually to contribute to the activities of the working group. The RDBC may use all or part of the funding allocated to it:
 - (i) To contribute towards the Provincial Framework/structure; or
 - (ii) In conjunction with the member Employers and HEABC, to identify and address initiatives specific to the RDBC.
- (i) Article 2.09 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.

MEMORANDUM OF UNDERSTANDING

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.

MEMORANDUM OF AGREEMENT

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Employer and Resident Health, Safety and Violence Prevention Working Group

- (a) 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.
- (b) 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 them to work at different sites for more than one Employer in order to complete their Residency Program.
- (c) The parties agree that the Employer and RDBC will establish a working group on Resident Health, Safety and Violence Prevention Committee (the "Working Group"), within sixty (60) days of ratification, to identify and review OH&S issues affecting Residents with an aim to promoting the better integration of Residents into existing Employer OH&S systems.
- (d) The Working Group may review any issue relating to the occupational health and safety of residents including but not limited to:
 - (i) Application of and access to complaint procedures, including harassment complaint procedures;
 - (ii) Resident access to occupational health and safety training delivered by Employers online;
 - (iii) Resident participation in occupational health and safety orientation including site specific safety training;
 - (iv) Resident access to the services provided by Provincial Workplace Health Call Centre and injury reporting and investigations;
 - (v) Radiation safety;
 - (vi) Worksite specific health and safety concerns; and
 - (vii) Any other issues the parties may identify.
- (e) The Working Group will consist of Employer representatives, including OH&S representatives, and the Health Employers Association of British Columbia, and Union representatives, including the Resident Doctors of British Columbia. UBC will be invited to participate in the committee in recognition of the residents' dual status as learner and employee. Each party will bear its own costs of participation in the Working Group.

- (f) The Working Group will make recommendations to the VPs of Medicine and the VPs of HR of each Employer. The recommendation will identify areas and recommend steps for improvement relating to the occupational health and safety of residents.
- (g) The Working Group will attend meetings on a regular basis until their recommendations are submitted. Thereafter, the Working Group will meet at the request of either party.
- (h) Article 3, Grievance Procedure and article 4, Arbitration, do not apply to this Memorandum of Agreement. Any disagreements or disputes between members of the Working Group must be resolved through discussion between RDBC and HEABC.
- (i) Article 2.09 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.

MEMORANDUM OF AGREEMENT

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

Re: Recruitment and Retention

Background

- (a) The Ministry of Health and the Employer wish to recruit and retain Residents in British Columbia post-residency, including in rural areas and in practice areas with hard to fill vacancies.
- (b) RDBC wishes to ensure its members have knowledge of and access to post-residency practice opportunities throughout the province.
- (c) The parties share the goal of reducing barriers and creating new partnerships and opportunities for Residents to identify positions post-residency including in rural areas and in practice areas with hard to fill vacancies, by increasing exposure to and connections with practitioners, Departments, Divisions, Health Authority recruiters and others and by developing other systems and processes to support post-residency recruitment and retention.

Recruitment and Retention Committee (“Committee”)

- (d) The parties agree the Committee will meet within one hundred and twenty (120) days of ratification and quarterly thereafter (or as otherwise agreed).
- (e) The Committee will consist of an equal number of representatives from each of RDBC (including, as feasible, Residents interested in rural practice and in practice areas with hard to fill vacancies) and HEABC (including HEABC Recruitment Solutions and the Employer).
- (f) The Committee will invite representatives from the following to participate in the Committee, as determined to be appropriate by the Committee:
 - (i) Ministry of Health;
 - (ii) Rural Education Action Plan (REAP);
 - (iii) Joint Standing Committee on Rural Issues;
 - (iv) BC Rural Health Network and Rural Centre;
 - (v) UBC (PGME and the Residency Programs);
 - (vi) Employer recruiters; and
 - (vii) Physicians and medical leaders in rural practice.

Terms of Reference

- (g) The Committee will:
 - (i) Ensure alignment with other committees, organizations and entities engaged in similar or overlapping work.
 - (ii) Address recruitment and retention of Residents post-residency in rural areas in the following ways, among others, as determined to be appropriate by the Committee:
 - (A) Provide information to Residents regarding opportunities for rural practice, including by providing support and feedback for the development of the Rural Resident Network and by communicating information about vacancies and career opportunities.
 - (B) Provide information to Residents regarding opportunities in rural areas.
 - (C) Provide information to Residents about the Ministry of Health's programs (such as Rural Education Action Program and Locums for Rural BC), the joint Ministry and Doctors of BC committees pertaining to or that address rural practice issues (such as the Joint Standing Committee on Rural Issues and the GPSC Provincial Recruitment and Retention Steering Committee), and any funding available through these committees and programs for Residents.
 - (D) Foster interest in rural practice by identifying opportunities for personal connections between Residents interested in rural practice and rural practitioners.
 - (E) Facilitate opportunities for Residents to attend the Rural Health Conference or other conferences with a rural health focus.
 - (F) Seek feedback from RDBC on challenges facing Residents interested in rural practice opportunities and options on how to better support Residents in rural locations in their transition to practice post-Residency.
 - (G) Identify early career supports to assist the post-residency transition of new-to-practice physicians in rural communities.
 - (H) Make recommendations to one or more of the stakeholders identified in (f) to address the rural training needs of new-to-practice physicians.
 - (iii) Address recruitment and retention of Residents post-residency for hard to fill vacancies as follows, as determined to be appropriate by the Committee:
 - (A) Provide a resource for Employers looking for assistance with filling hard to fill vacancies and in rural practice areas.
 - (B) Engage and consult with stakeholders to further the Committee's work.
 - (C) Make inquiries with Divisions of Family Practice, Medical Staff Associations and health authority recruitment teams regarding opportunities, for positions and liaisons, for new to practice physicians.

(D) Gather data on the number of Residents who leave BC post-residency and take steps to maintain contact with them to incent them to return to BC as appropriate.

(E) Work together on strategies for recruitment and retention of Residents and pursue other initiatives that are consistent with the objectives of the Committee.

General

(h) This Memorandum of Agreement will expire March 31, 2022, unless expressly renewed.

(i) 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.

Article 2.09 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.

APPENDIX A – LONG TERM DISABILITY PLAN

Section 1 – Eligibility

- (A) Regular full time and regular part-time employees who are on staff April 1, 2019, or who join the staff following this date shall, become members of the Long-Term Disability Plan as a condition of employment, effective the first day of the calendar month following the date of enrolment.
- (B) **Seniority and Benefits** - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions:

Any employee granted unpaid leave of absence totalling up to twenty (20) work days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in his/her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position.

Employees on LTD who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans provided they pay their share of the premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans. Premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

Group Life Insurance - Employees on LTD shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

Section 2 – Waiting Period and Benefits

- (A) **Employees Disabled on or after April 1, 2019**
- (1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2019 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy per cent (70%) of the first \$4,028 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$4,028 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$4,028 level is to be increased annually by the increase in the

weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2(A)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy per cent (70%) of the first \$4,028 of the current monthly earnings and fifty per cent (50%) on the current monthly earnings above \$4,028 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT every four years. (Note: the \$4,028 figure will be adjusted as set out in Section 2(A)(1) above).

(B) All Claimants

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for early retirement, whichever occurs first.

- (C) Employees who still have unused sick leave credits after the waiting period when the LTD benefit becomes payable shall have the option of:

- (1) exhausting all sick leave credits before receiving the LTD benefit;
- (2) using sick leave credits to top off the LTD benefit; or
- (3) banking the unused sick leave credits for future use.

- (D) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

- (E) Employees are not to be terminated for non-culpable absenteeism, while in receipt of LTD benefits.

Section 3 – Total Disability Defined

(A) Employees Disabled on or after April 1, 2019

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy per cent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

Residual Monthly Disability Benefit

The Residual Monthly Disability Benefit is based on 85% of his/her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy per cent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy per cent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for his/her regular occupation at the date of the disability. The benefit is calculated using the employee’s monthly LTD net of offsets benefit and the percentage difference between the 85% of the employee’s rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy per cent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that she is able to perform.

Example:

(a) Monthly LTD net of offsets benefit	=	\$ 1000.00	per month
(b) 85% rate of pay at date of disability	=	\$ 13.60	per hour
(c) 70% of current rate of pay	=	\$ 12.12	per hour
(d) percentage difference [(b/c) - 1]	=	12.2	%
(e) Residual Monthly Disability Benefit (a x d)	=	\$ 122.00	

(B) All Claimants

(1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.

(2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(3) Commitment to Rehabilitation

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

(a) can be expected to facilitate his/her return to his/her own job or other gainful occupation; and

- (b) is recommended by HBT or another rehabilitation service provider and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as he/she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, his/her union) and HBT or another rehabilitation service provider. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT or another rehabilitation service provider will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) Rehabilitation Review Committee

- (a) In the event that the eligible employee does not agree:
 - (i) with the recommended rehabilitation plan, or,
 - (ii) that he/she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,

to ensure benefit entitlement under the LTD Plan, the employee must either:

- (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
 - (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee members shall be composed of one (1) Employer nominee, one (1) union nominee and a neutral chair appointed by the nominees. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- (i) does not agree with the recommended Rehabilitation Plan; or,

- (ii) does not agree that he/she could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision his/her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(5) Rehabilitation Benefit Incentive Provisions

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
 - (i) return to work on a gradual or part-time basis
 - (ii) engage in a physical rehabilitation activity; and/or
 - (iii) engage in a vocational retraining programshall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- (b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase his/her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
 - (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) of the Plan, provided that the total of such income does not exceed one hundred per cent (100%) of the current rate of pay for his/her regular occupation at the date of the disability;
 - (ii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and,
 - (iii) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred per cent (100%) of such earnings.

Section 4 – Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (A) war, insurrection, rebellion, or service in the armed forces of any country;
- (B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of his/her regular occupation;
- (C) intentionally self-inflicted injuries or illness.

Section 5 – Integration with other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred per cent (100%) of such other disability income.

Other disability income shall include but is not limited to:

- (A) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and
- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by an compulsory act or law, but excluding payments from the Insurance Corporation of BC (ICBC) for motor vehicle accidents that occurred on or after May 17, 2018; and
- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled had they applied for such a benefit; and
- (E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits, including the RBC insurance plan and the DBC plan, shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan, until the LTD benefit payable is recalculated to reflect current wage rates
[refer also to 2 (A)(2)].

Section 6 – Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent

total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Section 7 – Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, his/her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

Section 8 – Benefits Upon Plan Termination

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 – Premiums

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

Section 10 – Waiver of Premiums

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

Section 11 – Claims

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Parties. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of three medical doctors – one designated by the claimant, one by the Employer, and a third agreed to by the first two doctors.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

Section 12 – Administration

The Employer shall administer and be the sole trustee of the Plan. The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in the Provincial Collective Agreement.

Section 13 – Provincial Collective Agreement Unprejudiced

The terms of the Plan set out above shall not prejudice the application or interpretation of the Provincial Collective Agreement.

Section 14 – LTD Plan Early Retirement Incentive Provision

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that he/she would have been entitled to receive at the normal retirement date, had he/she not applied for early retirement, regardless of when the early retirement incentive provision is activated.

- (A) An employee under this Agreement who is:
- (1) eligible for LTD benefits and who has been in receipt of LTD for four (4) years or more;
 - (2) eligible for early retirement pension benefits; and
 - (3) not eligible for the LTD Plan Rehabilitation Provisions
- shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that his/her application for early retirement is being processed with his/her pension plan administrator. In the event that the employee is not eligible for an unreduced pension

benefit, he/she may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

- (B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
 - (2) the amount of the monthly early retirement benefit that the employee will receive;
 - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
 - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
 - (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Plan results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- (C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and representatives of the Parties to the Collective Agreement shall sign the LTD Plan Early Retirement Incentive Agreement.
- (D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years of age, or death, whichever is earlier.

Section 15 – Return to Work Programs

- (A) **Preamble**
The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (B) **Mutual Commitment**
The Employer and the Union are committed to a safe return to work program that addresses the needs of those able to return to work.
- Return to work programs will recognize the specific needs of each individual employee who participates. Employer creation of a return to work program is voluntary.
- (C) **Consultation**
Return to work programs will be part of an Approved Rehabilitation Plan under the Long Term Disability Plan.
- (D) **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. The Employer shall not have contact with the employee's physician, without the employee's consent.

(E) **Types of Initiatives**

Return-to-work programs may consist of one or more of the following:

1. **Modified Return to Work:** Not performing the full scope of duties.
2. **Graduated Return to Work:** Not working regular number of hours.
3. **Rehabilitation:** Special rehabilitation programs.
4. **Ergonomic Adjustments:** Modifications to the workplace.

(F) **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

(G) **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for fourteen point four (14.4) hours or more per week) are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 15 of the Collective Agreement.

Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

- (a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:

Receive pay and appropriate premiums for all hours worked in the program, medical, dental, extended health coverage, group life and LTD premiums and superannuation payments are reinstated on commencement of the program and all other benefits are implemented when working fourteen point four (14.4) hours or more per week.

- (b) Employees in receipt of LTD benefits:

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long Term Disability Insurance Plan premiums may continue to be waived as outlined in the Group Life and Long Term Disability Insurance Plans.

(H) **No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Long Term Disability. Participation in a program

will not delay entitlement to LTD benefits, except as otherwise provided in the Long Term Disability Plan.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than proceeding under the Long Term Disability Plan (Claims Review Committee and Rehabilitation Review Committee).

Letter of Understanding

BETWEEN

HEABC

Health Employers Association
of British Columbia

AND

RDBC

Resident Doctors
of British Columbia

AND

UBC

The University of British Columbia

**Re: Administration of Employment Matters Affected by
Academic Decisions and Other Matters Referenced in this
LOU***

**This Letter of Understanding (colloquially referred to as the "Tri-Party LOU") is included herein for reference only and does not form part of the collective agreement.*

**LETTER OF UNDERSTANDING
BETWEEN**

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

("HEABC")

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA

("RDBC")

AND

THE UNIVERSITY OF BRITISH COLUMBIA

("UNIVERSITY")

(also, collectively referred to as the "**Parties**")

Re: Administration of Employment Matters Affected by Academic Decisions and Other Matters Referenced in this LOU

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

WHEREAS the University is not a party to the collective agreement between HEABC, on behalf of certain HEABC members (collectively, the "Employers" and singularly, an "Employer"), and RDBC (the "Collective Agreement") that sets out the terms and conditions of employment of the Residents; and

WHEREAS HEABC, RDBC and the University wish to accurately describe and define the relationships that exist amongst them concerning the Residents and wish to provide a mechanism for coordinating administration of those University "Academic Decisions" (as defined herein) and other matters referenced in this LOU that also affect the terms and conditions of employment of the Residents.

THEREFORE HEABC, RDBC and the University agree as follows:

1. The definitions in this Letter of Understanding will be as provided in the Collective Agreement unless otherwise defined in this Letter of Understanding.
2. Nothing in this Letter of Understanding can or should be construed as creating an employment relationship between the Residents and the University. The Parties agree that neither this Letter of Understanding, nor any activities carried out in furtherance of the terms of this Letter of Understanding, will be referred to or relied upon as evidence of an

employment relationship between the Residents and the University in any proceedings involving any or all of the Parties.

3. As long as this Letter of Understanding is in effect RDBC and HEABC agree that the Articles of the Collective Agreement and other matters set out in Appendix A ("Appendix A") will be administered in accordance with the terms of this Letter of Understanding.
4. RDBC and HEABC will continue to bargain collectively for the successive renewal of the Collective Agreement pursuant to its terms which include those matters in Appendix A.
5. The University will provide RDBC with a list of new Residents, where possible, prior to April 1 of each year, and with the information enumerated in article 2.05 of the Collective Agreement.

Academic Matters

6. **Definition.** "Academic Decision", as that term is used in this Letter of Understanding, shall mean a decision made by the University in furtherance of Academic objectives including those related to meeting Royal College of Physicians and Surgeons of Canada ("RCPS") or College of Family Physicians of Canada ("CFPC") requirements. For clarity, the definition of "Academic" in s. 1 of the Collective Agreement is incorporated into the definition of "Academic Decision".
7. **Assignment.** Assignment of Residents to rotations in an Employer's facilities is a matter wholly within the jurisdiction of the University. An Employer cannot provide employment to a Resident who has not been assigned to an Employer's facilities by the University.
8. **Evaluation.** The University in its sole discretion determines whether a Resident has met the attendance requirements to permit Academic evaluation in any given rotation in a Residency Program.
9. **Scheduling and related functions.** The University, through the Program Directors and/or Chief (Administrative) Residents, is responsible for scheduling Residents, both for their regular duty hours and for call, and, except as provided for in this Letter of Understanding or as required to meet Academic requirements, agrees to schedule Residents in accordance with the applicable matters in Appendix A. Scheduling includes granting of leaves of absence and vacation, granting of flex days and days in lieu of statutory holidays. The scheduling responsibility also includes liaising with the Employer and the long term disability provider respecting their administration of long term disability. The University will direct payroll with regards to Resident eligibility for allowances and stipends under Article 22 (mileage and Chief Resident positions).
10. **Academic Decisions.** Where the University makes an Academic Decision that a strict application of any of Appendix A Articles 7, 8, 11, 12, 13, 19 or 20 conflicts with the academic requirements of a Resident, or a Residency Program, the University may decide to vary the application to the Resident of the applicable matter(s) in Appendix A. The University agrees that such variances will only be made where necessary to comply with

its policies and in furtherance of Academic objectives including but not limited to those related to meeting RCPS and CFPC requirements. The University agrees that, where it is necessary to vary the application to the Resident of the applicable matter(s) in Appendix A, it will vary the application to the minimum extent necessary to achieve compliance with its policies and to further Academic objectives relating to RCPS and CFPC requirements.

11. **Disputes regarding Academic Decisions.** A decision made by the University that is an Academic Decision is not subject to the dispute resolution process set out in this Letter of Understanding or under any process available in the Collective Agreement, but a Resident may avail themselves of the provisions of Section 12 and 13 of this Letter of Understanding. The University acknowledges that RDBC may provide advice and support to the Resident regarding decisions made by the University under Section 10 of this Letter of Understanding and that RDBC, at the Resident's request, may attend meetings solely to provide such advice and support.
12. **Review of Academic Decisions.** If the Resident is unable to resolve any dispute with the Program Director related to an Academic Decision made by the University under Section 10 of this Letter of Understanding, then the Resident may refer the matter to the Associate Dean, Postgraduate Medical Education (the "Associate Dean") for further discussion. The University acknowledges that RDBC may provide advice and support to the Resident regarding this process and that RDBC, at the Resident's request, may attend any meetings with the Associate Dean, to discuss the dispute arising under Section 10 of this Letter of Understanding, solely to provide such advice and support.
13. **Arbitration of whether a decision is an Academic Decision.** Where the Associate Dean confirms the decision to vary the strict application of the Appendix A Article(s) in question pursuant to Section 12 above, RDBC may refer the matter to an arbitrator appointed under Section 22 of this Letter of Understanding. RDBC's challenge to the decision to vary will be limited to whether or not the University's decision was an Academic Decision. Where the arbitrator concludes that the decision was an Academic Decision, then the matter is not arbitrable. Where the arbitrator concludes that the decision was not an Academic Decision, then the dispute on the variance is arbitrable and the arbitrator has jurisdiction to fashion an appropriate remedy for the failure to adhere to the applicable Article(s) of the Collective Agreement.
14. **Decisions regarding Academic performance.** For clarity, RDBC acknowledges that any dispute arising from an Academic Decision by the University that a Resident's performance is not meeting Academic standards such that remediation and/or probation and/or dismissal from the Program may be warranted will not be resolved pursuant to the dispute resolution processes outlined in this Letter of Understanding or under the Collective Agreement. The University agrees that RDBC may, at the request of the Resident, attend meetings regarding remediation, probation or dismissal solely for the purpose of providing support and advice to the Resident.
15. **University policies.** The University will disclose to RDBC and to HEABC any University policies (as amended from time to time) which may have an impact on scheduling, or the

granting of vacation or other leaves, and which may be the basis for scheduling- or leave-granting decisions that vary the application of the applicable Article(s) and MOUs listed in Appendix A.

Joint Committee

16. The Parties will establish a Joint Committee consisting of three representatives from each of the University, the Employers and RDBC. One of the representatives from RDBC may be a Resident. Each of the Parties will advise the others of the identity of its nominees to the Joint Committee within two months of the date of renewal of this Letter of Understanding and will advise promptly of any changes to the Joint Committee's membership.
17. The Joint Committee will address issues arising from the administration of the Article(s) and other matters listed in Appendix A to this Letter of Understanding.
18. The Joint Committee will meet if:
 - i. two or more of the Parties request a meeting; or
 - ii. one party requests a meeting to discuss an issue(s) with broad policy implications;

but will in any event meet not less than four (4) times in each year of this Letter of Understanding. Meetings may be convened by conference call if necessary.
19. The Joint Committee may consider proposals for:
 - (a) Varying the application of the scheduling, rounding, on-call and shift work in the applicable Articles based on clinical services requirements.
20. The Joint Committee may develop, by consensus, its own processes for considering and making decisions with respect to variances.

Dispute Resolution

21. Except as otherwise provided in this Letter of Understanding, disputes with regard to the administration of the applicable Article(s) and other matters in Appendix A will be referred to the Joint Committee for discussion. Any of the Parties may bring such a dispute before the Joint Committee.
22. If the Joint Committee fails to reach a consensus, and thus resolve the issues in dispute, the dispute may be referred to the next designated arbitrator listed in Article 4 of the Collective Agreement who will hear the matter on an expedited basis in accordance with the following:

- i. Hearings will be scheduled as promptly as possible and must, in any event, be scheduled within sixty calendar days of the referral.
 - ii. RDBC will represent the Resident at the hearing and any of the Parties may retain legal counsel to present their cases to the arbitrator. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the matter.
 - iii. The arbitrator will hear the matter and will render a decision within ten (10) working days of the conclusion of such hearings. No written reasons for the decision will be provided beyond that which the arbitrator deems appropriate to convey the decision.
 - iv. All decisions of the arbitrator are to be limited in application to the particular dispute and are without precedent or prejudice. Decisions will be used by the Parties to inform the next round of collective bargaining.
 - v. The parties agree that decisions of the arbitrator will not be appealed on the merits; however, section 99(a) of the *Labour Relations Code* applies to such decisions.
 - vi. The Parties will equally share the cost of the fees and expenses of the arbitrator.
 - vii. The arbitrator will have the powers of an arbitration board under Part 8 of the *Labour Relations Code*.
23. HEABC and RDBC agree that the grievance procedure and arbitration provisions in the Collective Agreement will remain intact for resolution of all disputes arising under the Collective Agreement other than those disputes related to the applicable Articles and other matters in Appendix A for which provision is made in this Letter of Understanding. The grievance procedure and arbitration provisions under the Collective Agreement will not apply to the Articles and other matters identified in Appendix A.
24. While this Letter of Understanding is in effect, RDBC and HEABC agree that Article 19.02 of the Collective Agreement is inoperative.

Notice to End Letter of Understanding

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

Signed by the parties on the dates set out below:

E. Swift

HEABC

February 11, 2021

Date

Hanny Gray

RDBC

February 11, 2021

Date

R. Sidhu

UBC

February 11, 2021

Date

Appendix A

1. Article 2.05 – List of New Residents
2. Article 7 - Compassionate Leave
3. Article 8 - Educational Leave
4. Article 9 – Maternity/Parental/Adoption Leave
5. Article 10 – Sick and Accident Leave and Medical Examinations
6. Article 11 - Statutory Holidays
7. Article 12 - Unpaid Leave
8. Article 13 - Vacation Leave
9. Article 19 - Scheduling
10. Article 20 – Call Shifts
12. Article 22 – Allowances and Stipends
13. MOU Re Workload During Pregnancy
14. MOU Re Distributed Training Locations