

Re: Call Workload and Scheduling, including Vacation, Lieu Days and Flex Days

MEMORANDUM OF AGREEMENT

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA ("HEABC")

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA ("RDBC")

AND

UNIVERSITY OF BRITISH COLUMBIA ("University" or "UBC")

Background

WHEREAS the parties acknowledge that the educational requirements of the Residency Programs and the service delivery obligations of employment as a Resident involve long hours and variable schedules;

WHEREAS the parties agree that Resident call scheduling and workload issues should be reviewed to support safe patient care and the health and safety of Residents and the parties agree to work together to identify strategies and solutions to address call scheduling and workload concerns;

WHEREAS the parties agree that it is a shared objective that Residents be scheduled in a manner that permits them to take their annual vacation as well as any lieu days and flex days as provided by the Collective Agreement;

WHEREAS comprehensive data relating to unpaid work, insufficient time off and excessive hours of work, as well as utilization of vacation, lieu days and flex days entitlements, is currently not available to analyze the impact of changes to the Collective Agreement language and the parties agree that a reliable process to collect detailed information and data to measure workload and scheduling and assess compliance with the Collective Agreement does not currently exist.

WHEREAS the parties entered into an LOU Re: Administration of Employment Matters Affected by Academic Decisions ("Tri-Party LOU") to govern the administration of employment matters and provisions of the Collective Agreement that are affected by academic decisions of UBC and pursuant to the Tri-Party LOU the University, through Residency Program Directors, and/or Chief (Administrative) Residents are responsible for scheduling Residents and scheduling must comply with the Collective Agreement;

THEREFORE HEABC, RDBC and the University agree as follows:

Establishment of Call Workload and Scheduling Working Group ("Working Group"), Membership and Working Group Processes

1. The parties agree to establish a Working Group that will meet within ninety (90) days of ratification to address scheduling and workload concerns raised by RDBC at bargaining.
2. The Working Group will consist of an equal number of representatives from (a) RDBC, (b) HEABC and the Employer and (c) UBC (PGME and the Residency Programs).
3. The Working Group will meet quarterly (or as otherwise more frequently agreed).
4. All decisions of the Working Group will be made by consensus.
5. Any disagreement by members of the Working Group will be resolved by discussion of the committee established by the Tri-Party LOU.

Terms of Reference and Report

6. The Working Group will:
 - a. Develop a system to gather data on the following:
 - i. The Residents' regular duty schedules, a reasonable period prior to the period for which the schedule pertains.
 - ii. The Residency Programs' call scheduling practices.
 - iii. Informal requests made to Residents to perform work that does not comply with the scheduling rules in the Collective Agreement.

- iv. The frequency of call shifts that are converted from out-of-hospital to in-hospital calls.
 - v. The Residency Programs' scheduling practices related to, and Resident utilization of, vacation, flex days and lieu days.
- b. Identify the systemic challenges and barriers pertaining to call workload and scheduling including by:
- i. reviewing and analyzing the above data;
 - ii. inviting Residents to provide information to the Working Group, as requested; in appropriate circumstances the Resident may be able to provide the information anonymously;
 - iii. reviewing and analyzing on-call and duty schedules and processes to determine compliance with the Collective Agreement scheduling principles and call maximums;
 - iv. reviewing and analyzing schedules and processes to determine compliance with Collective Agreement entitlements for vacation, flex days and lieu days.
 - v. reviewing the requests for call payments submitted by Residents that were rejected for failure to comply with the Collective Agreement call scheduling maximums;
 - vi. identifying Residency Programs and clinical departments that impose a high call burden on Residents; and
 - vii. taking other steps as appropriate.
- c. Prepare a report and make non-binding recommendations to the parties on or before April 1, ~~2020~~2021 on the following:
- i. Service delivery needs for Resident call services in the hospital departments and programs that currently host Residents.
 - ii. A process for better oversight of call and duty hours worked by Residents to ensure compliance with the Collective Agreement.
 - iii. A process for monitoring utilization of vacation, lieu days and flex days to ensure compliance with the Collective Agreement

- iv. The appropriate criteria for converting call shifts from overnight out-of-hospital call to in-hospital.
 - v. The appropriate scheduling of post-call days.
 - vi. A process for addressing informal requests to perform unscheduled work.
 - vii. Appropriate maximum scheduling rules for Evening Call shifts.
 - viii. Developing draft protocols around Resident fatigue and a process for Residents to utilize when they have concerns regarding fatigue as a result of their working or training conditions.
 - ix. Addressing any other system issues and deficiencies with current call scheduling and payment and make recommendations pertaining to Resident call scheduling and workload that support and balance the following interests: Resident wellness, optimal learning and Residents' role in service delivery.
7. The Working Group will determine the terms of payment for the call funds referenced in Article 21.01 of the Collective Agreement, which consists of the following:

July 1, 2019 – June 30, 2020 - \$430,000

July 1, 2020 – June 30, 2021 - \$400,000

July 1, 2021 – June 30, 2022 - \$870,000

(collectively, the “**Additional Call Funds**”)

and will be guided by the following principles:

- a. The Additional Call Funds must be paid to Residents for call worked in the Academic Year to which the funds are attached.
- b. If the Working Group is unable to reach agreement on how to distribute the Additional Call Funds by the end of the applicable Academic Year, each Resident will receive an equal portion of the residual Additional Call Funds which will be paid out at the same time as the Professional Expense Benefit.
- c. The amount of the Additional Call Funds for the 2021/2022 Academic Year will continue in future years unless modified by the HEABC and RDBC.

Relationships

8. The members of the Working Group will consult with and report to the following groups as appropriate:
 - a. Employer representatives, including medical leaders responsible for medical education issues arising at the health authorities
 - b. The Associate Dean, PGME
 - c. Provincial Medical Services Executive Council
 - d. Vice Presidents of Human Resources Committee
 - e. RDBC executive
 - f. The committee established under the Tri-Party LOU.

General

9. RDBC agrees to file disputes in relation to call workload and scheduling, including vacation, flex days and lieu days, in accordance with the dispute resolution process in Article 15 of the Tri-Party LOU. RDBC agrees to provide full particulars and documents relating to the dispute in a timely fashion, and within 21 calendar days from the date on which the dispute arose. However, the parties agree that the disputes will be held in abeyance until the publication of the report identified in article 6(c) above (the "Report"). Within 30 days of the publication of the Report RDBC will refer any disputes to arbitration pursuant to Article 15 of the Tri-Party LOU. If the matter is not referred within 30 days of publication of the Report it will be deemed to be abandoned, unless the parties agree otherwise. For clarity, all other provisions in Article 15 of the Tri-Party LOU will apply to the disputes.
10. Following the publication of the Report, Article 15 of the Tri-Party LOU will apply without any further need to hold disputes in abeyance.
11. Article 2.09 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.
12. This Memorandum of Agreement will expire March 31, 2022, unless expressly renewed.

Signed by the parties on the dates set out below:

E Swift
HEABC

2020/01/16
Date

Harry Gray
RDABC

2019/Dec/18
Date

Paul S. Fair
UBC

Dec 20, 2019
Date

Torbjorn Album
Torbjorn Album
Associate Treasurer
The University of British Columbia

Dec 20, 2019