

SOURCE	455200		
EFF.	87	03	01
TERM.	87	03	01
No. OF EMPLOYEES	26-15		
NOMBRE D'EMPLOYÉS	26-15		

COLLECTIVE AGREEMENT

BETWEEN

HEALTH LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

representing and acting on behalf of Vancouver General Hospital, St. Paul's Hospital, The Fraser-Burrard Hospital Society (Royal Columbian Hospital), Shaughnessy Hospital, Greater Victoria Hospital Society (Victoria General Hospital, Royal Jubilee Hospital), Western Rehabilitation Society (G.F. Strong Rehabilitation Centre), St. Vincent's Hospital, Children's Hospital, Salvation Army Grace Hospital, the Cancer Control Agency of British Columbia, and Lions Gate Hospital

AND

PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNES OF BRITISH COLUMBIA

representing and acting on behalf of Residents and Internes in the above Teaching Hospitals (hereinafter referred to as PARI-B.C.)

1

Handwritten signature or mark

INDEX

PREAMBLE		3
ARTICLE 1	DEFINITION OF RESIDENT/INTERNE	3
ARTICLE 2	UNION RECOGNITION	4
ARTICLE 3	GRIEVANCE PROCEDURE	5
ARTICLE 4	ARBITRATION	6
ARTICLE 5	DISMISSAL	6
ARTICLE 6	TERMINATION - UNSUITABILITY FOR PROGRAMME	7
ARTICLE 7	RESIGNATION	7
ARTICLE 8	COMPASSIONATE LEAVE	7
ARTICLE 9	EDUCATIONAL LEAVE	8
ARTICLE 10	MATERNITY/PATERNITY LEAVE	8
ARTICLE 11	SICK LEAVE	9
ARTICLE 12	STATUTORY HOLIDAYS	9
ARTICLE 13	UNPAID LEAVE	9
ARTICLE 14	VACATION LEAVE	10
ARTICLE 15	PORTABILITY OF BENEFITS	10
ARTICLE 16	MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, LONG-TERM DISABILITY AND GROUP LIFE	11
ARTICLE 17	FACILITIES FOR RESIDENTS/INTERNES	12
ARTICLE 18	UNIFORMS/ON-CALL AREAS	13
ARTICLE 19	COPY OF AGREEMENT	14
ARTICLE 20	SCHEDULING	14
ARTICLE 21	REMUNERATION SCHEDULE FOR CATEGORIES OF RESIDENTS	16

ARTICLE 22	EFFECTIVE AND EXPIRY DATES	20
MEMORANDUM OF UNDERSTANDING		
Re: Article 2 - Union Recognition		22
MEMORANDUM OF UNDERSTANDING		
Re: Employees of the Health Sciences Centre Hospital, U.B.C.		24
MEMORANDUM OF UNDERSTANDING		
Re: Joint Standing Committee		26

AGREEMENT

Effective April 1, 1985 to March 31, 1989

BETWEEN

Health Labour Relations Association of British Columbia (representing and acting on behalf of Vancouver General Hospital, St. Paul's Hospital, The Fraser-Burrard Hospital Society (Royal Columbian Hospital), Shaughnessy Hospital, Greater Victoria Hospital Society (Victoria General Hospital, Royal Jubilee Hospital), Western Rehabilitation Society (G.F. Strong Rehabilitation Centre), St. Vincent's Hospital, Children's Hospital, Salvation Army Grace Hospital, the Cancer Control Agency of British Columbia, and Lions Gate Hospital)

AND:

Professional Association of Residents and internes of British Columbia (representing and acting on behalf of Residents and Internes in the above Teaching Hospitals) (hereinafter referred to as PARI-B.C.)

PREAMBLE:

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

WHEREAS the parties to this Collective Agreement share **a** desire to provide excellence of patient care; to maintain professional standards and to promote and maintain **an** effective and **professional** working relationship between the Hospital, its Programme Directors, and the Residents and Internes;

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

ARTICLE 1 - DEFINITION OF RESIDENT/INTERNE

The term Resident/Interne shall mean a doctor **of** medicine employed by the Hospital **who** is participating in a training programme approved **by** the Canadian Medical Association, the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada and is registered with the College of Physicians and Surgeons of British Columbia, or is a doctor of Dentistry or Podiatry appointed to a training programme offered **by** the Hospital.

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

All persons working in the Hospital in a pre-registration year as approved by the College of Physicians and Surgeons of British Columbia or in a Royal College of Physicians and Surgeons of Canada or College of Family Physicians of Canada approved training programme shall either be Residents/Internes employed and receiving benefits under the terms of this Agreement or shall be funded by another bona fide agency.

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

ARTICLE 2 - UNION RECOGNITION

2.01 The Hospital recognizes PARI-B.C. as the sole bargaining agent for all Residents/Internes in the Hospital's Residency/Interne programme affected by the Collective Agreement.

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

Every Resident/Interne is required, as a condition of employment, to authorize deduction of PARI-B.C. dues, or an amount equivalent to PARI-B.C. dues, from his/her remuneration. Therefore, please sign the Hospital and PARI-B.C. copies of the statement below and return them to the Hospital immediately:

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

Signature

Date

2.03 The Hospital agrees to deduct monthly from the remuneration of each Resident/Interne dues in the amount specified and to forward to PARI within twenty-eight (28) calendar days of the deduction the total amount of such fees and dues collected together with the lists of those Residents/Internes for whom deductions were made in the month concerned.

- 2.04 In the event that, for any reason a Resident/Interne considers that he has a claim for reimbursement for **all** or any portion of dues deducted by the Hospital, the claim shall be resolved directly and entirely between the Resident/Interne and PARI-B.C. No claim **shall** be made on the Hospital.
- 2.05 The Hospital agrees to provide representatives of PARI-B.C. with an opportunity and **forum** for meeting with new Residents/Internes appointed to the Hospital **so** that the representatives of PARI-B.C. may introduce the new Residents/Internes 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/Internes.
- 2.06 **No** later than April 1, where possible, the Hospital **shall** provide the Association with the names and addresses of Residents/Internes **who** will be appointed to the Hospital within the next three months.
- 2.07 The Hospital shall supply each Resident/Interne 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 PARI-B.C. by Residents/Internes during a taxation year. The receipts shall be mailed or delivered to Residents/Internes prior to March 1st of the year following each taxation year.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Discussion of Differences

If a difference arises between the Hospital and the Resident(s)/Interne(s) or between the Hospital and PARI-B.C. concerning the interpretation, application, operation, **or** any alleged violation of the Agreement, the Resident(s)/Interne(s) **will** continue to perform his/her programme responsibilities in accordance with the Agreement until the difference is settled.

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)/Interne(s) first became aware of the matter **giving** rise to the difference he/she shall discuss the difference with the Administrative Officer **or** Resident/Interne affairs designated by the Hospital. Should a settlement not be reached then:

Stage 2

Within seven (7) calendar days of the discussion in Stage 1, the Resident/Interne shall submit his/her grievance in writing to the Administrative Officer describing the details of the grievance and the remedy requested. The Administrative Officer shall within fourteen (14) calendar days ~~from~~ the date of receipt of the grievance hold a grievance meeting with a PARI-B.C. representative and give a written reply to the Resident/Interne and PARI-B.C. Should a settlement not be reached then:

Stage 3

Within fourteen (14) calendar days of receipt of the written reply PARI-B.C. will submit the grievance to the Hospital Administrator or designate. The matter will be discussed between PARI-B.C. and the Hospital Administrator. Should a settlement not be reached at this stage the grievance may be referred to arbitration pursuant to Article 4.

Where PARI-B.C. submits a written grievance Stage 1 will be eliminated and PARI-B.C. will be substituted for the Resident/Interne in Stage 2.

ARTICLE 4 - ARBITRATION

4.01 Where a difference arises between the parties, either of the parties may, after exhausting the grievance procedure, notify the other party in writing within thirty (30) calendar days of the receipt of the reply at the final stage, 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:

J. Weller
H. Allan Hope

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. 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 - DISMISSAL

5.01 The Hospital shall have the right to dismiss a Resident/Interne for just cause, subject to the provisions of Article 3. When a Resident/Interne is dismissed for just cause he/she shall not be entitled to notice or payment in lieu of notice.

ARTICLE 6 - TERMINATION - UNSUITABILITY FOR PROGRAMME

- 6.01** The Hospital may terminate the contract of a Resident/Interne when in the opinion of the Programme or Educational Director the Resident/Interne is unsuitable for the programme in which he/she is training. The Hospital shall adhere to either of the following procedures in the case of **such** termination:
- (a) provide the Resident/Interne with payment equal to two months' remuneration; or
 - (b) provide the Resident/Interne with two months' notice of his/her termination.
- 6.02** The Hospital may elect to follow either (a) **or** (b) above, but both alternatives must be preceded by a written warning from the Hospital to the Resident/Interne of those factors which suggest to the Programme **or** Educational Director that the Resident/Interne is unsuited for the programme in which he/she is training.
- 6.03** A Resident/Interne terminated for professional unsuitability may apply for a hearing to the Resident Staff Appeals' Committee (U.B.C.) Faculty of Medicine, **or** a similarly constituted and **representative** Committee established in those Hospitals where the affiliation with U.B.C. does not exist. **This** latter Committee will have one representative from each of the following: The College of Physicians and **Surgeons** of B.C., the Hospital, **and** the Resident Staff. The decision of the Committee **will** be final and binding.
- 6.04** Application for an appeal determination of unsuitability **will** only be processed through **the** foregoing Section **6.03**.

ARTICLE 7 - RESIGNATION

- 7.01** Any Resident/Interne who resigns from his/her residency programme with the Hospital shall **give** one (1) calendar month's written notice of resignation to the Programme or Educational Director.

ARTICLE 8 - COMPASSIONATE LEAVE

- 8.01** Compassionate leave of absence of up to three (3) days with pay shall be granted by the Hospital upon request by a Resident/Interne in the event of death **or** serious illness of a wife, husband, son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, legal guardian or legal **ward**.
- 8.02** Up to two (2) additional days leave with pay may be granted for travelling time when this is warranted in the judgement of the Hospital.
- Such travel time must **be** taken coincident with the compassionate leave.

ARTICLE 9 - EDUCATIONAL LEAVE

- 9.01 Leave of absence with pay shall be granted to each Resident/Interne attending unpaid short-term educational programme(s) recommended' by the Programme or Educational Director and approved by the Hospital.
- 9.02 A Resident/Interne 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 and the Corporation Professionnelle des Medecins du Quebec.

ARTICLE 10 - MATERNITY/PATERNITY LEAVE

- 10.01 Medical complications of pregnancy shall be covered by Sick Leave provisions.
- 10.02 Residents/Internes shall be granted eighteen (18) weeks' leave of absence without pay for maternity leave purposes. Such leave may commence eleven (11) weeks prior to the week in which her predicted date of confinement occurs, and in no case will a Resident/Interne be required to return to her duties sooner than six (6) weeks following the birth of her child.
- 10.03 When a Resident/Interne is incapable of performing her duties either before or after such eighteen (18) week period, then an additional leave of absence without pay may be granted by the Hospital in consultation with the Programme or Educational Director.
- 10.04 Pregnancy shall not constitute cause for termination of appointment, but if a Resident/Interne is incapable of performing her duties prior to eleven (11) weeks before confinement, she may be required to take unpaid leave of absence.
- 10.05 The Hospital may require a Resident/Interne to provide a medical certification indicating her general condition during pregnancy and the expected date of confinement.
- 10.06 During the leave of absence as provided in' Article 10.02, the service of an employee will be deemed to be continuous for the purpose of medical, extended health, dental, long-term disability and group life and the Hospital shall continue to make payment to these plans in the same manner as though the employee were not absent.
- 10.07 A Resident/Interne will be granted one (1) day's paid paternity leave to attend the birth of his child, subject to the operational requirements of the Hospital.

ARTICLE 11 - SICK LEAVE

11.01 The Hospital shall not cause a Resident/Interne to suffer **loss** of pay **or** benefits due to sickness **or** accident during his/her term of appointment **or** until such time **as** the Resident/Interne becomes eligible for long-term disability payment under the Long-Term Disability **Plan** whichever comes first. Coverage under this article shall commence on the first day on which the Resident/Interne carries out the duties of his/her initial appointment.

An employee whose appointment **has** not been renewed and whose injury **or** illness causing disability occurs during the term of his/her appointment shall be deemed to be on leave of absence without pay **for** the period between the termination of his/her appointment and the effective date of disability coverage.

11.02 A Resident/Interne will supply evidence of such illness **or** disability **as** required by the Hospital.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The Hospital shall provide each Resident/Interne with a paid day off at his/her normal rate on or before the following statutory holidays and **any** other **general** holiday proclaimed **by** the federal or provincial government:

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

12.02 If a statutory holiday falls within a Resident's/Interne's vacation or on his/her regularly scheduled day off, **or** when he/she is on-site/on-call, the Resident/Interne shall receive **an** alternate day off without loss of pay to be taken at a time by mutual agreement within the academic year.

12.03 Part-time employees **will** receive the following pay for statutory holidays **as** set out **in** Article **12.01**.

$$\text{Days Paid Per Calendar Year} \times \frac{\text{Regular Pay} \times \text{Eleven (11)}}{261}$$

ARTICLE 13 - UNPAID LEAVE

13.01 Requests for unpaid short-term or extended leave of **absence shall be** made in writing to the Programme or Educational Director of the Hospital and may be granted **by** the Hospital on the recommendation of the Programme **or** Educational Director.

ARTICLE 14 - VACATION LEAVE

- 14.01 Vacation entitlement for Residents/Internes shall be twenty (20) working days.
- 14.02 (a) Scheduling of vacations shall be determined by the Programme or Educational Director.
- Two consecutive weeks vacation shall be granted to each Resident/Interne so desiring.
- (b) Subject to operational requirements, every effort will be made to permit a Resident/Interne at least his third choice for his vacation period.
- 14.03 Vacations shall be taken during the Resident's/Interne's period of appointment.
- 14.04 Residents/Internes with an appointment period of less than one (1) year shall receive vacations calculated as follows:

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

- 14.05 Part-time employees will receive vacation pay according to the following:

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

ARTICLE 15 - PORTABILITY OF BENEFITS

- 15.01 A Resident/Interne who is on an educational rotation approved by the Programme or Educational Director shall be entitled to portability of benefits specified below among Hospitals, in which PARI-B.C. is certified as bargaining agent, or any other Hospital mutually agreed upon by the parties to this Agreement.
- 15.02 The Hospital in which the Resident/Interne has accumulated benefits shall be called Hospital A, and the Hospital recognizing such benefits shall be called Hospital B.
- (a) Vacation leave earned but not taken during previous appointment and accumulated at Hospital A shall be credited by Hospital B.
- (b) Medical, extended health and dental and L.T.D. coverage shall be portable from Hospital A to Hospital B whether or not Hospital B is a signator of this Agreement and appropriate arrangements shall be

made to ensure continuity of coverage throughout the term of the appointment.

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

15.04 For the purpose of the portability and continuity of Article 11 and Article 16, when a Resident/Interne is appointed to a Resident/Interne programme, in an immediately succeeding academic year without a break in the continuity of their training programme, in a Hospital where PARI-B.C. is certified and which is a member of HLRA of B.C., his/her prior appointment with the Hospital(s) **will** be deemed to provide for portability of benefits contained in Articles 11 and 16.

For the purposes of clarification an Interne who upon completing his/her internship moves, within thirty (30) days to a residency programme, he/she is considered to be in an immediately succeeding academic year.

**ARTICLE 16 - MEDICAL, EXTENDED HEALTH AND DENTAL PLAN,
LONG-TERM DISABILITY AND GROUP LIFE**

16.01 The Hospital agrees to pay one hundred percent (100%) of the monthly premium for basic medical coverage for Residents/Internes 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 and Internes who are working on employment visas at teaching Hospitals covered by this Agreement.

16.02 Membership in the plan is a condition of continuing appointment for Residents/Internes who are not members or dependents of members of another approved medical plan.

16.03 A dependent is a spouse, child, adopted child, or legal ward, who is so classified for income tax purposes. If the plan agrees, the Residents/Internes may pay the full premium for non-dependents through payroll deduction.

16.04 The Hospital shall pay one hundred percent (100%) of the monthly premium for extended health benefit coverage for Residents/Internes and their dependents under the existing C.U. & C. plan or any other plan providing equivalent coverage. The plan benefits shall include:

- i) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of four hundred dollars (\$400) per person in each four (4) year period; and,
- ii) vision care coverage providing a seventy-five (\$75) dollar annual benefit for each child, and a seventy-five (\$75) dollar biennial benefit for each adult.

16.05 The Hospital shall pay all the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic existing plan "A" and sixty percent (60%) of the cost of the extended plan "B" and fifty percent (50%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan will, cover Residents/Internes and their eligible dependents under the C.U. & C. plan, or any other plan providing equivalent coverage.

An employee is eligible for orthodontic services under plan "C" after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$1750.00 per patient with no run-offs for claims after termination of employment.

16.06 The Dental Plan shall cover Residents/Internes, their spouses and children who are eligible and acceptable to the plan, provided they are not enrolled in another comparable plan.

16.07 The Hospital shall pay all of the monthly premiums for the existing long-term disability insurance plan for Residents/Internes which provides two-thirds salary continuance until age 65 in the event of disability.

Coverage under the above Plans becomes effective from the first day of the calendar month following the date of enrollment.

16.08 Regular full-time and regular part-time Residents/Internes 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). The cost of the plan shall be borne by the Hospital.

17 - **WLF FOR RESIDENTS/**

17.01 The Hospital agrees to make every possible effort to provide reasonable facilities and opportunities within its jurisdiction necessary for medical training in the programmes offered within the Hospital according to the standards of the Canadian Medical Association, the Royal College of Physicians and Surgeons of Canada and the College of Family Physicians of Canada.

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

17.03 Each Hospital covered by the certification shall provide a bulletin board in a suitable and accessible location to be determined by the Hospital. The bulletin board will be for the purpose of posting notices by a PARI-B.C. representative.

- 17.04 If during the life of this Collective Agreement, the University of British Columbia should levy any tuition expenses over and above the registration fee in effect on September 1, 1977, the Hospital and PARI-B.C. agree to enter into discussions with the University of B.C. with a view to ameliorating any economic hardship which might impact on the Resident/Interne as a result of said increase.
- 17.05 The Hospital shall indemnify and save harmless from any pecuniary loss any Resident/Interne who, in the course of his appointment with the Hospital incurs a legal liability to pay damages as a result of the duties carried out by the Resident/Interne under the aegis of the Hospital. Copies of the appropriate rider to the Hospitals' General Insurance Policy shall be provided to PARI-B.C. and PARI-B.C. 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/Interne the Hospital shall instruct the carrier to have due regard for the protection of the professional status of the Resident/Interne.
- 17.06 (a) Residents/Internes will not be expected to perform I.V. and Blood Collection services on a regular and continuous basis.
- (b) Residents/Internes will not be expected to perform cardiograms on a routine and continuous basis.

ARTICLE 18 - UNIFORMS/ON-CALL AREAS

- 18.01 The Hospital agrees to provide without cost to the Resident/Interne the following necessities or amenities:
- (a) Uniforms which will be laundered by the Hospital. The Hospital may require the Resident/Interne to pay a refundable deposit for uniforms issued.
- (b) Suitable on-call areas for those Residents/Internes who are on-site for assigned duties.
- (c) The Hospital recognizes that it is desirable to have such on-call areas located in proximity to certain critical patient care units. The Hospital shall endeavour to make provision in its planning of expanded facilities to incorporate such consideration.
- 18.02 During the term of this Agreement, the Hospital shall provide for every Resident/Interne lockable facilities for the storage of personal effects. The Hospital may require that the Resident/Interne provide his/her own lock,
- 18.03 The Hospital will provide a mail slot on the Hospital's premises.

- 18.04 The Hospital shall provide those Residents/Internes who are on-call for assigned duties with a pocket pager,
- 18.05 For the mutual advantage of the eleven teaching Hospitals and the Residents/Internes, a representative and an alternate will be appointed at each Hospital by PARI-B.C. from the members of the house staff who are currently working in the Hospital. Such representatives will be available to meet with the Medical Director or his/her designate from time to time to discuss matters of mutual interest falling within the scope of this article, or other pertinent recommendations which will maintain the spirit and purpose of this Agreement. The Hospital will be notified of the names of the appointees.
- 18.06 Upon submission of reasonable proof, the Employer shall repair or indemnify with respect to damage to the personal property of an employee 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.

ARTICLE 19 - COPY OF AGREEMENT

- 19.01 The teaching Hospitals will make available copies of the Collective Agreement in booklet form to Residents/Internes. The cost of printing will be shared equally between HLRA of B.C. and PARI-B.C.

ARTICLE 20 - SCHEDULING

- 20.01 (a) A Resident/Interne shall be scheduled by the Hospital(s) to work a reasonable number of hours. The Hospital(s) will undertake to limit the average number of hours, having due regard for sound patient care and treatment and the educational requirements of the Resident/Interne programme. In addition, the Hospital(s) will recognize a schedule which provides on-site duty of one night in three and one weekend in three, such averaged over any three month period, except by mutual agreement between the Hospital and PARI-B.C. where deemed necessary by reason of specific educational requirements.

In the event a Resident/Interne considers the average hours worked are in excess of the maximum referred to above, he/she may bring this matter to the attention of PARI-B.C. and PARI-B.C. may then request a copy of the appropriate departmental on-call schedule(s) which will be provided to PARI-B.C. by the Hospital(s).

PARI-B.C. may refer the matter to the Faculty Residency Committee. The Faculty Residency Committee may investigate the matter and attempt to resolve the problem. If the Faculty Residency Committee declines to investigate the matter or is unable to resolve it and if PARI-B.C. considers the average hours

worked are in excess of a reasonable limit, PARI-B.C. may bring this matter to the attention of an appeals committee.

This Committee **will** be composed of one member **from** the College of Physicians and Surgeons of B.C., (who will be the Chairman), one member nominated by the Hospital, and the other member nominated by PARI-B.C. The decision of this Committee will be final and binding.

The Hospitals will make available to PARI-B.C., on-call schedules on a regular **basis**.

- (b) A Resident/Interne may be scheduled for on-call duty **on** either the weekend immediately preceding a vacation starting on a Monday or the weekend immediately following a vacation ending on a Friday; however, he/she shall not be scheduled for on-call on both such weekends. Every effort will be made to avoid the scheduling of a Resident/Interne on either such weekend subject to the operational requirements of the Hospital.

20.02 On-Call/Call-Back and On-Site/On-Call

A Resident/Interne scheduled by the Hospital(s) to be on-call subject to call-back(s) and/or on-site/on-call during the month shall receive an additional payment on the basis of **\$101.20** for the Resident I and **\$133.08** per month for the Resident II to VII inclusive.

During the term of this agreement, the additional payment **will** increase **as follows**:

Effective April 1, 1985	Resident I	\$ 103.22
	Resident II to VII	\$ 135.74
Effective April 1, 1986	Resident I	\$ 105.80
	Resident II to VII	\$ 139.13
Effective October 1, 1986	Resident I	\$ 108.97
	Resident II to VII	\$ 143.30
Effective June 1, 1987	Resident I	\$ 111.91
	Resident II to VII	\$ 147.17
Effective November 1, 1987	Resident I	\$ 114.15
	Resident II to VII	\$ 150.11

Effective April 1, 1988 These rates will be increased by the same amount(s) and on the same effective date(s) as any increase(s) to Article 21. (Remuneration Schedule).

- 20.03 Part-time employees will receive allowances proportionate, depending on time worked, to that of a full-time Resident.
- 20.04 The Hospitals and PARI-B.C. **will** form a joint committee comprised of an **equal** number of representatives **from** both sides to undertake a study to examine the feasibility of a one-in-four on-call/on-site schedule. Unless agreed otherwise by both the Hospitals and PARI-B.C., this committee will finalize its report by the end of the term of this agreement.
- 20.05 On-Call/Call-Back and On-Site/On-Call, will be administered by assuming that any Resident or Interne who is listed as on-call/subject to call back or on-site/on-call is scheduled 'one-in-three', and the allowance will be paid on this basis bi-weekly.

ARTICLE 21 - REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS

21.01 Effective April 1, 1985 (a)

	<u>Per Annum</u>	<u>Monthly</u>	<u>Bi-Weekly</u>
Resident I	\$ 23,004.00	\$ 1,917.00	
Resident II	25,656.00	2,138.00	
Resident III	27,936.00	2,328.00	
Resident IV	30,084.00	2,507.00	
Resident V	32,352.00	2,696.00	
Resident VI	34,548.00	2,879.00	
Resident VII	36,828.00	3,069.00	

Effective April 1, 1985 (b) [Applied September 1987]

	<u>Per Annum</u>	<u>Monthly</u>	<u>Bi-Weekly</u>
Resident I	\$ 23,460.00	\$ 1,955.00	\$ 899.22
Resident U	26,172.00	2,181.00	1,003.17
Resident III	28,500.00	2,375.00	1,092.40
Resident IV	30,684.00	2,557.00	1,176.11
Resident V	33,000.00	2,750.00	1,264.89
Resident VI	35,244.00	2,937.00	1,350.90
Resident VII	37,560.00	3,130.00	1,439.67

Effective April 1, 1986

Resident I	\$ 24,048.00	\$ 2,004.00	\$ 921.76
Resident II	26,832.00	2,236.00	1,028.47
Resident III	29,208.00	2,434.00	1,119.54
Resident IV	31,452.00	2,621.00	1,205.55
Resident V	33,828.00	2,819.00	1,296.62
Resident VI	36,120.00	3,010.00	1,384.48
Resident VII	38,496.00	3,208.00	1,475.55

Effective October 1, 1986

Resident I	\$ 24,768.00	\$ 2,064.00	\$ 949.36
Resident II	27,636.00	2,303.00	1,059.29
Resident III	30,084.00	2,507.00	1,153.12
Resident IV	32,400.00	2,700.00	1,241.89
Resident V	34,848.00	2,904.00	1,335.72
Resident VI	37,200.00	3,100.00	1,425.87
Resident VII	39,648.00	3,304.00	1,519.70

Effective June 1, 1987

	<u>Per Annum</u>	<u>Monthly</u>	<u>Bi-Weekly</u>
Resident I	\$ 25,440.00	\$ 2,120.00	\$ 975.11
Resident II	28,380.00	2,365.00	1,087.80
Resident III	30,900.00	2,575.00	1,184.39
Resident IV	33,276.00	2,773.00	1,275.47
Resident V	35,784.00	2,982.00	1,371.60
Resident VI	38,208.00	3,184.00	1,464.51
Resident VII	40,716.00	3,393.00	1,560.64

Effective November 1, 1987

Resident I	\$ 25,944.00	\$ 2,162.00	\$ 994.43
Resident II	28,944.00	2,412.00	1,109.42
Resident III	31,524.00	2,627.00	1,208.31
Resident IV	33,936.00	2,828.00	1,300.76
Resident V	36,504.00	3,042.00	1,399.20
Resident VI	38,976.00	3,248.00	1,493.95
Resident VII	41,532.00	3,461.00	1,591.92

Effective April 1, 1988

No sooner than sixty (60) days prior to March 31, 1988, PARI and HLRA shall commence collective bargaining to establish the Remuneration Schedule for the period April 1, 1988 to March 31, 1989.

If the parties are unable to reach an agreement in direct negotiations, either party may refer the dispute to mediation/arbitration after forty-five (45) days have elapsed since the commencement of negotiations.

The Mediation/Arbitration Board shall consist of a nominee from each party and will be chaired by Vincent L. Ready.

Part-time employees will receive remuneration proportionate, depending on time worked, to that of a full-time Resident.

The formula for averaging out monthly or bi-weekly calculations for remuneration is as follows:

Annual Rate
26.0892857 = Bi-weekly Rate

Monthly Rate x 12 Months
26.0892857 = Bi-weekly Rate

Categories of Residents/Internes

A Resident/Interne prior to an appointment commencing on or after July 1, 1978 shall be advised by the Hospital into which of the following categories he/she is appointed.

Resident I (Interne)

A Medical Doctor in a rotating, mixed or straight internship training programme as defined by the Canadian Medical Association and who is not eligible, until the completion of this "pre-registration year" of training, to apply to the College of Physicians and Surgeons of British Columbia for a full registration. A doctor of Dentistry or Podiatry taking Hospital training.

N.B. This year of training may be acceptable to the Royal College of Physicians and Surgeons of Canada or the College of Family Medicine of Canada as equivalent to one year of a residency training programme provided that certain qualifications that they prescribe are met.

Resident II

A Medical Doctor usually in the **FIRST** year of residency training programme as defined by the Royal College of Physicians and Surgeons of Canada or the **SECOND** year of a Family Practice Residency, as defined by the College of Family Physicians of Canada, and who has completed the "pre-registration year" required prior to application to the College of Physicians and Surgeons of British Columbia for full registration.

Resident III

A Medical Doctor usually in the **SECOND** year of a four or five year residency training programme, as defined by the Royal College of Physicians and Surgeons of Canada.

Resident IV

A Medical Doctor usually in the **THIRD** year of a four or five year residency training programme, as defined by the Royal College of Physicians and Surgeons of Canada.

Resident V

A Medical Doctor usually in the **FOURTH** year of a four or five year residency training programme, **as** defined by the Royal College of Physicians and Surgeons of Canada.

Resident VI

A Medical Doctor usually in the **FIFTH** year of a five year residency training programme, **as** defined by the Royal College of Physicians and Surgeons of Canada.

Resident VII

A Medical Doctor usually in the **SIXTH year** of a six year residency training programme **as** defined by the Royal College of Physicians and Surgeons of Canada.

It **is agreed** that the appointment of a Resident/Interne and the assignment of the specific category of Resident/Interne shall be within the sole discretion of the Educational Director of the Hospital or of the Programme Directors of Departments of the Faculty of Medicine at the University of British Columbia, within the departmental establishments of Residents'/Internes' categories assigned by the Hospital.

Residents/Internes may not be reclassified to a lower Resident/Interne category during an appointment.

21.02 Meals shall be provided pursuant to the posted on-site/on-call schedule in accordance with either the following formula:

Breakfast	\$2.00
Lunch	\$3.00
Dinner	<u>\$4.00</u>
Total:	\$9.00

or continuation of the meal ticket **system**.

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

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

A Hospital which elects to continue the meal ticket system shall assign a value to the tickets for taxation purposes which reflects the costs of the meals provided.



A joint committee made up of an equal number of PARI-B.C. representatives and Hospital representatives will review the levels of meal allowance compensation and report back to the parties prior to the expiry date of the Agreement. The purpose of the review will be to determine what level of compensation is necessary to provide a nutritious meal.

21.03 Meal Allowance will be administered by assuming that any Resident or Interne who is listed **as** on-site/on-call, is scheduled 'one-in-three', and the allowance will be paid on this basis bi-weekly.

21.04 A Resident designated by the Programme or Educational Director and approved by the Hospital to perform significant administrative functions in regard to the activities of a group of Residents/Internes shall receive an additional payment of **\$129.69** per month.

During the term of this agreement, the additional payment will increase as follows:

Effective April 1, 1985 **\$ 132.28**

Effective April 1, 1986 **\$ 135.59**

Effective October 1, 1986 **\$ 139.66**

Effective June 1, 1987 **\$ 143.43**

Effective November 1, 1987 **\$ 146.30**

Effective April 1, 1988 These rates **will** be increased by the same amount(s) and on the same effective date(s) as any increases to Article 21 (Remuneration Schedule).

By definition, the significant administrative functions may include but are not limited to the following duties, but **are** illustrated **by**; the preparation of **all** schedules and on-call rotations, organizing and scheduling of department rounds, liaison between **house** staff and senior staff and acting **as** a resource person for Residents/Internes for the purpose of teaching, supervision, peer review, appointments to appropriate committees and attendance at meetings **as** required to discuss residency training programmes.

ARTICLE 22 - EFFECTIVE AND EXPIRY DATES

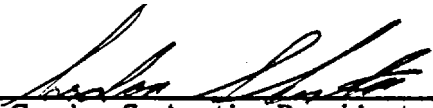
This Agreement ~~shall~~ be effective from April 1, 1985 and shall remain in force and be ~~binding upon the parties~~ until the expiry date of March 31, 1989 and thereafter from year to year subject to the right of either party to give written notice to the other party pursuant to Section 62 of


Handwritten mark or signature.

the Industrial Relations Act of British Columbia. The Agreement shall remain in force during negotiations until a new Agreement comes into effect.

Finally, it is agreed that the operation **of** Subsection 2 of Section 66 of the Industrial Relations Act of British Columbia **is** excluded **from** this Agreement.

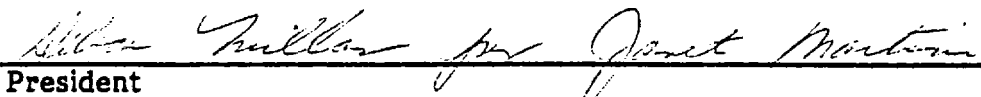
Signed on Behalf of Health Labour Relations Association of British Columbia

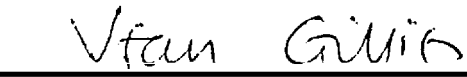
per: 
Gordon S. Austin, President and Chief Executive Officer

per: 
Kenneth D. Burnett, Senior Negotiator


Dated this 17 day of SEPT, 1987.

Signed on Behalf of Professional Association of Residents and Internes of British Columbia

per: 
President

per: 
Vice-president

per: 
Chairman of Negotiations Committee

per: 
Geoff Holter, Chief Negotiator

Dated this 11th day of September, 1987.

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

representing and acting on behalf of Vancouver General Hospital, St. Paul's Hospital, The Fraser-Burrard Hospital Society (Royal Columbian Hospital), Snaughnessy Hospital, Greater Victoria Hospital Society (Victoria General Hospital, Royal Jubilee Hospital), Western Rehabilitation Society (G.F. Strong Rehabilitation Centre), St. Vincent's Hospital, Children's Hospital, Salvation Army Grace Hospital, the Cancer Control Agency of British Columbia, and Lions Gate Hospital

AND

**PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNES
OF BRITISH COLUMBIA**

representing and acting on behalf of Residents and Internes in the above Teaching Hospitals

Re: Article 2 - Union Recognition

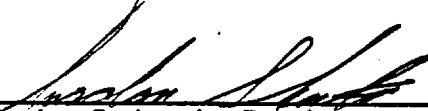
It is understood that all Residents/Internes appointed under the terms and conditions of this Collective Agreement are subject to the provisions contained in Article 2.02 which governs the matter of the authorization of PARI-B.C. dues, as a condition of continuing employment.

In the event a Resident/Interne fails to complete the necessary authorization, PARI-B.C. will notify the Hospital, in writing, within 60 days and provide a list of the name(s) of the Residents/Internes who have not authorized the deduction.

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

PARI-B.C., in turn, will cooperate in the dues deductions procedure by endeavoring 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/Internes of their responsibilities under Article 2.02.

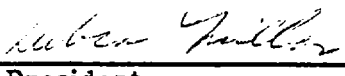
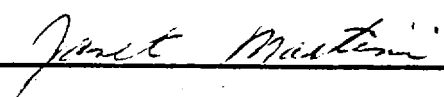
Signed on Behalf of Health Labour Relations Association of British Columbia

per: 
Gordon S. Austin, President and Chief Executive Officer

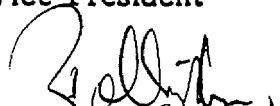
per: 
Kenneth D. Burnett, Senior Negotiator


Dated this 17 day of SEPT, 1987.

Signed on Behalf of Professional Association of Residents and Internes of British Columbia

per:  per 
President

per: 
Vice-President

per: 
Chairman of Negotiations Committee

per: 
Chief Negotiator

Dated this 11th day of September, 1987.

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

representing and acting on behalf of Vancouver General Hospital, St. Paul's Hospital, The Fraser-Burrard Hospital Society (Royal Columbian Hospital), Shaughnessy Hospital, Greater Victoria Hospital Society (Victoria General Hospital, Royal Jubilee Hospital), Western Rehabilitation Society (G.F. Strong Rehabilitation Centre), St. Vincent's Hospital, Children's Hospital, Salvation Army Grace Hospital, the Cancer Control Agency of British Columbia, and Lions Gate Hospital

AND

**PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNES
OF BRITISH COLUMBIA**

representing and acting on behalf of Residents and Internes in the above Teaching Hospitals

Re: Employees of the Health Sciences Centre Hospital, U.B.C.

It is agreed that the current Collective Agreement between the two parties will be varied to provide as follows:

Whereas the Residents/Internes of the Health Sciences Centre Hospital who are covered by the PARI-B.C. certification will be entitled to portability of benefits under the Master Agreement between HLRA and PARI-B.C.


And whereas the parties to this Agreement are desirous that these employees retain their negotiated portability of benefits.

The parties agree as follows:

1. Residents/Internes of the Health Sciences Centre Hospital who transfer to a Hospital or Health Care Institute which is a member of the HLRA of B.C. shall be entitled to Portability of Benefits under Articles 11 and 16 of the Agreement between HLRA and PARI-B.C.
2. The PARI-B.C. aforementioned Portability of Benefits shall only apply where the employee is appointed by the HLRA of B.C. member institution within the time limitations stated in the Agreement between HLRA of B.C. and PARI-B.C.
3. Residents/Internes exercising portability rights under Parts 1 and 2 shall only be entitled to port benefits which would have applied had the Resident/Interne been covered by the provisions of the relevant Agreements.

Benefits superior to those provided by the Master Agreement between HLRA of B.C. and PARI-B.C. shall not be portable.

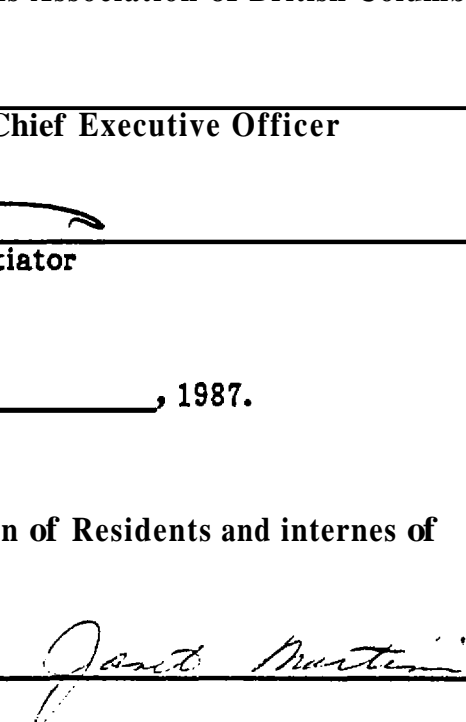
Signed on Behalf of Health Labour Relations Association of British Columbia

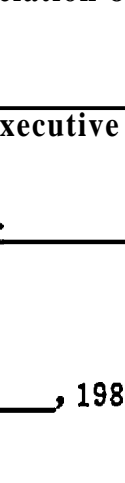
per: 
Gordon S. Austin, President and Chief Executive Officer

per: 
Kenneth D. Burnett, Senior Negotiator


Dated this 17 day of SEPT, 1987.

Signed on Behalf of Professional Association of Residents and internes of British Columbia

per: 
President

per: 
Vice-president

per: 
Chairman of Negotiations Committee

per: 
Chief Negotiator -

Dated this 17th day of September, 1987.

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

representing and acting on behalf of Vancouver **General Hospital**, **St. Paul's Hospital**, **The Fraser-Burrard Hospital Society** (**Royal Columbian Hospital**), **Shaughnessy Hospital**, **Greater Victoria Hospital Society** (**Victoria General Hospital**, **Royal Jubilee Hospital**), **Western Rehabilitation Society** (**G.F. Strong Rehabilitation Centre**), **St. Vincent's Hospital**, **Children's Hospital**, **Salvation Army Grace Hospital**, the **Cancer Control Agency of British Columbia**, and **Lions Gate Hospital**

AND

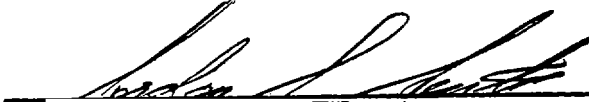
PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNES
OF BRITISH COLUMBIA

representing and acting on behalf of Residents and Internes in **the above** Teaching Hospitals

Re: Joint Standing Committee

HLRA and PARI-B.C. will establish a Joint Standing Committee comprised of **equal** representation from both parties, to discuss matters of **mutual concern**.

Signed on Behalf of Health Labour Relations Association of British Columbia

per: 
Gordon S. Austin, President and Chief Executive Officer

per: 
Kenneth D. Burnett, Senior Negotiator

Dated this 17 day of SEPT, 1987.

Signed on Behalf of Professional Association of Residents and Internes of
British Columbia

per: *Miss Miller per Janet Morrison*
President

per: *STAN GUTH*
Vice-President

per: *Rollin*
Chairman of Negotiations Committee

per: *[Signature]*
Chief Negotiator

Dated this *11th* day of *September* 1987.