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2016-2020 PARO-CAHO AGREEMENT

General Purpose and Definition of Parties

The purpose of this Agreement is to provide an orderly employment relationship between Ontario teaching hospitals as represented by the Council of Academic Hospitals of Ontario, hereinafter CAHO, and the residents in these teaching hospitals represented by the Professional Association of Residents of Ontario, hereinafter PARO, in order to facilitate the relationship between residents and hospitals so that housestaff will be reasonably compensated for the duties

which they perform as hospital employees, and at the same time be able to take advantage of the training program which each individual housestaff enjoys.

Recognition

Article 1:

A) It is agreed that the Professional Association of Residents of Ontario represents all residents regardless of their source of funding in Ontario teaching hospitals save and except research residents as hereinafter defined, for the purpose of negotiating terms and conditions of employment in these teaching hospitals.

It is agreed that residents have dual status; viz they are post-graduate medical trainees registered in approved university programs leading to licensure and/or certification; and they are physicians employed by the hospitals performing essential service functions.

B) A Research Resident (a resident engaged in research) is defined as a resident who:

- i. is funded by a source other than the Ministry of Health, and
- ii. who is undertaking as part of his/her training requirements a year of research, and
- iii. does not perform any clinical/service duties with the exception of those undertaken solely for the purpose of maintaining the resident's clinical skills, and
- iv. who is in a program which is acceptable to The Royal College of Physicians and Surgeons of Canada as leading towards certification in that program, or as described in Article 21.2(a).

In any event such clinical duties shall not exceed four (4) hours in any week and no research resident shall take on call duties at home or in the hospital.

C) Pool C Residents

The parties agree to implement the terms of the Shime arbitration award regarding Pool C residents, dated March 27, 2003, and attached to and forming part of this Agreement as Schedule A. It is agreed that Pool C residents will be entitled to receive the call stipend on the same terms and conditions as all other residents covered by this Collective Agreement. For further clarity, it is agreed that, subject to the benefits comparability terms of the Shime Arbitration Award and the Collective Agreement, the life insurance benefit for Pool C residents will be a fixed rate of \$134,000 for the duration of the 2016-2020 Collective Agreement.

Article 2:

The hospitals as listed in [Attachment 1](#) and the Professional Association of Residents of Ontario agree that The Council of Academic Hospitals of Ontario shall be the employer organization representing the Teaching Hospitals for the purpose of regulating employment relations and negotiating changes in the terms and conditions of employment with the Professional Association of Residents of Ontario representing all residents.

Postgraduate Consultation Committee

3.1

A Medical Post-Graduate Consultation Committee (hereinafter referred to as the “Committee”) shall be constituted.

3.2

The purpose of the Committee shall be for consultation on any matter of concern affecting medical post-graduate training of housestaff, including issues involving jurisdiction, wages, working conditions and fringe benefits. In addition to the powers set out in this Article, the Committee shall also have the functions and powers set out in [Article 7](#).

3.3

The Committee shall be composed of:

- a. three (3) persons appointed by PARO;
- b. three (3) persons appointed by CAHO;
- c. three (3) persons appointed by COFM;
- d. one (1) public representative appointed by the Minister of Health.

The parties agree to request the Minister of Health to appoint Owen Shime, Q.C. as the public representative on the Committee for the period to June 30, 2020, subject to re-appointment by the parties thereafter. If the Minister of Health declines to appoint Mr. Shime, he shall nonetheless function as the public representative. The fees and expenses of the public representative shall be paid by the parties hereto.

3.4

The Committee shall not have the authority to impose binding terms or conditions with respect to wages, benefits and working conditions, and it is understood and agreed that the function of the Committee shall be for the purpose of consultation and discussion only, and not for negotiation. Notwithstanding the foregoing, if there is unanimity with respect to any particular term or condition of employment it may be implemented.

3.5

The Chairman of the Committee shall be the public representative.

3.6

The Committee shall determine its own practice and procedure subject to the foregoing and may conduct a hearing if warranted. The Committee shall conduct its affairs in such sub-committees or panels as it deems appropriate. It shall not have the authority to impose any term or condition of employment by any form of majority vote.

Terms Of Agreement And Negotiation

4.1

The Agreement shall continue in effect to June 30, 2020. Either party may notify the other in writing at any time of its desire to negotiate with a view to the renewal with or without modification of the existing Agreement.

4.2

In the event of notification being given in accordance with paragraph 4.1, the parties shall meet within twenty (20) days for the purpose of negotiating a new Agreement or renewing this Agreement.

4.3

If the parties are unable to reach an agreement, the current Agreement shall be extended without modifications until the conditions contained in the following paragraphs have been satisfied.

4.4

The process for resolving all future contract negotiations disputes shall be by binding arbitration under the Arbitration Act, S.O. 1991, as amended:

- i. In the event that negotiations either pursuant to the procedures of the Post-Graduate Consultation Committee or under Article 4 do not result in agreement within the earlier of sixty (60) days after the first negotiating meeting between the parties or one hundred and twenty (120) days after the expiry day of the Collective Agreement, either party may submit all matters in dispute to arbitration and for this purpose this Agreement constitutes a submission under the Arbitration Act, S.O. 1991, as amended.
Notification under this clause will take the form of a registered letter, forwarded by the

- party submitting matters to arbitration, advising the other party of the matters it intends to pursue at arbitration.
- ii. Each party shall appoint a member to the Board, and the third member, who shall be the Chairman, shall be appointed by the two members so appointed.
 - iii. Where either party fails to appoint a member to the Board within thirty (30) days, the Chief Justice of Ontario may be requested in writing by the other party to appoint a member in lieu thereof, and such appointment shall be made within fifteen (15) days of the said request.
 - iv. Where the two members of the Board appointed by the parties fail, within fifteen (15) days of the appointment of the one last appointed, to agree upon a third member, the Chief Justice of Ontario may be requested in writing by either party to appoint a third member, and such appointment shall be made within fifteen (15) days of the said request.
 - v. The Board shall commence its proceedings within thirty (30) days after it is constituted and shall deliver the award within sixty (60) days after the commencement of the proceedings, and the award shall be final and binding on the parties.
 - vi. Any of the periods mentioned herein may be extended at any time by agreement of the parties in writing.
 - vii. The Board shall examine into and decide on the matters in dispute. Council of Faculties of Medicine (COFM) shall be invited by the Board to make representations with respect to any matter in dispute and, for this purpose, shall receive notice of the proceedings and of any written submissions made by the parties. The Board shall determine its own proceedings but shall give full opportunity to the parties to present their evidence and make their submissions.
 - viii. The Board shall have jurisdiction to determine terms and conditions of employment including salaries, benefits and working conditions, subject to the specific exclusion of hours of work including any penalties or bonuses arising from hours of work or training. The Board shall not have jurisdiction to determine matters which are primarily educational, provided that employment aspects of such matters shall be subject to arbitration where they can be dealt with separately and where to do so would not adversely affect clinical education.
 - ix. The decision of the majority of the members of the Board is the decision of the Board, but, if there is no majority, the decision of the Chairman is the decision of the Board.
 - x. Each party shall assume its own costs, including those of its appointees, and shall share the cost of the fees and expenses charged by the Chairman equally.
 - xi. The provisions of this Agreement shall remain in effect, unless amended by agreement of the parties, and until replaced by a new Agreement or an award.
 - xii. Within sixty (60) days following an award hereunder, the parties shall incorporate the terms of the award in an Agreement, failing which this Agreement, as amended by the award, shall be deemed to constitute the Agreement between the parties.
 - xiii. The foregoing provisions in this Article are intended to establish a mechanism for the resolution of all future differences between the parties, subject to the exclusion from arbitration as set out in (viii), for the next and all subsequent years, and the Board shall have no jurisdiction, except upon the agreement of the parties to amend, modify, alter or delete any of the said provisions and no request to amend, modify, alter or delete any of the foregoing provisions in this article shall be made to the Board by either party or by COFM.

Letter Of Appointment

5.1

The hospital shall send a Letter of Appointment, with a duplicate, to all persons appointed to the housestaff, as per Form A which forms a part of this Agreement.

Form A

To (name of resident):

Pursuant to your appointment to (name of hospital) for the period from the ___ day of _____, 20__ to the ___ day of _____, 20__ as a (classification) we wish to advise you that the standard terms and conditions of your employment are contained in an Agreement with PARO (the “standard agreement”) for 2016-2020.

Copies of that Agreement may be obtained from the hospital office or the local PARO representative. You may inquire (at the local hospital office) to determine if there are any variations from the standard agreement at this hospital.

The annual association dues of PARO, or an equivalent amount, shall be collected by payroll deduction from the salaries of all residents, including yourself, and shall be forwarded to PARO on your behalf. The dues will be deducted at the rate of 1.30% or in such other amount as is determined by PARO pursuant to its bylaws. All residents are entitled to membership in the Professional Association of Residents of Ontario. Should you wish not to belong to PARO, you must notify the local hospital accordingly, and not later than July 15th, but in any event, dues or an equivalent amount are payable by all residents. Further details are contained in Article 6 of the standard agreement.

It is a condition of your employment that you complete a duplicate copy of this letter AND RETURN THE SAME TO THE HOSPITAL before commencing employment. Please attend to this matter forthwith.

I hereby agree to the terms set out above.

DATE: _____

SIGNED: _____

(Hospital Representative)

DATE: _____

SIGNED: _____

(Resident)

5.2

It is agreed that the Letter of Appointment sent out to all housestaff by the hospitals shall be in the standard form as found in Article 5.1 of this Agreement and shall not be altered in any way without the mutual agreement of PARO and Hospital representatives. Local working conditions affecting residents must be outlined in a separate exchange of correspondence and these local conditions shall not, in any way, detract from the benefits available to residents as outlined in this Agreement.

5.3

Variations from the PARO-CAHO Agreement at any hospital can only be made where agreed to by the provincial PARO Board of Directors and the Hospital.

Association Dues

6.1

The annual association dues of the Professional Association of Residents of Ontario, or an equivalent amount, shall be collected by compulsory payroll deductions from the salaries of all residents, and shall be forwarded to PARO on their behalf. The parties agree that PARO shall have full and sole authority to revise the annual membership fee from time to time, and PARO shall advise the Hospitals accordingly, as to any changes thereto.

6.2

PARO dues, or an equivalent amount, shall be deducted by the hospital on a monthly basis from all housestaff employed by the hospital during that month. These dues, or an equivalent amount, will be sent to PARO to be received no later than the 15th day of the month following the deduction.

6.3

Should a resident wish not to belong to PARO, he/she must notify the local hospital office in writing. Such notification shall be in the form of a separate dated letter which must be submitted on or after the date that the resident commences his/her appointment in the hospital for the corresponding academic year and not later than July 15th.

6.4

Each hospital, either individually, or through the respective University Medical School designated by the hospital, shall forward to PARO by August 15th in each year, with an update by February 15th in electronic format, a list of the names and home addresses, program and year in program, and email address (if on paymaster's records).

6.5

In the normal course of events the hospital has the names and addresses of most of the PGY1s on or before March 31st and most of the residents on or before April 30th, who will be offered appointments for the next ensuing appointment year. The hospital will use its best efforts to obtain these names as early in the year as possible. These names and addresses will be forwarded to PARO by April 1st for PGY1s, and by June 1st for other residents. Additional names obtained by the hospital, if any, will be forwarded to PARO as they become known to the hospital. Names and addresses are to be supplied to PARO in sufficient time to satisfy PARO's desire to communicate with a candidate before he or she commences duties in the hospital. As a condition of employment, the Letter of Appointment is to be completed and the duplicate returned to the hospital before duties commence.

6.6

In the event that an arbitrator or Board of Arbitration finds that a hospital, without good and sufficient reason, has failed to comply with any or all of the dates and time limits set forth above, the arbitrator or Board of Arbitration, in addition to other remedies, may award a sum of money which is reasonable in all the circumstances.

6.7

PARO dues, or an equivalent amount, once deducted, are not to be refunded by the hospital. PARO is under no obligation to refund dues, or an equivalent amount, to any resident.

6.8

The teaching hospitals agree that the membership fee for PARO, or an equivalent amount, shall be itemized in the annual T-4 taxation slip as the annual membership fee for PARO, or an equivalent amount.

Procedures Re: Work Assignment

7.1

A Medical Centre Committee shall be established forthwith for each medical centre in Ontario, namely, Toronto, Hamilton, Ottawa, London, Kingston and NOSM (representing Sudbury and Thunder Bay). Each Medical Centre Committee shall be comprised of two (2) representatives of PARO, two (2) representatives of the Hospitals in that medical centre and two (2) representatives of COFM.

7.2

If a resident (or a group of residents) has a concern that his/her work assignment is inconsistent with such guidelines as may be established by the Medical Post-Graduate Consultation Committee, or, pending the development of such guidelines, a resident (or group thereof) has a serious and substantial professional or educational concern with respect to assignment of work, he/she may review it with a representative of PARO. If PARO believes that medical education and/or patient care would benefit from the consideration of the matter, PARO may place such concern in writing to the hospital representative or his or her designate. In addition, where PARO has a serious and substantial professional or educational concern with respect to the assignment of work, it may place such concern in writing to the hospital representative or his or her designate. The hospital representative shall meet with the PARO representative and the individuals concerned, if any, within seven (7) days of the receipt of the written concern in an attempt to resolve it to the satisfaction of both parties. No matter shall be dealt with under this Article where more than four (4) months have elapsed since the events giving rise to the concern.

7.3

Failing resolution of the concern within the seven (7) day period referred to in paragraph 7.2 above, the matter may be referred by PARO to the Medical Centre Committee. This Committee shall meet within one (1) week of the referral and shall attempt to resolve the matter to the satisfaction of all parties.

7.4

Failing resolution within thirty-five (35) days of receipt of the original concern by the hospital, it may be referred by PARO or the hospital to the Medical Post-Graduate Consultation Committee. That Committee shall meet and investigate the concern within thirty (30) calendar days of receiving such matter and, in addition, shall be empowered to make what findings are appropriate in the circumstances. The Committee shall report its findings, in writing, within sixty (60) calendar days of receiving the matter.

7.5

Any of the above-mentioned time limits can be extended by agreement of the parties.

Grievance

8.1

It is the mutual desire of the parties hereto that complaints of residents shall be adjusted as quickly as possible including the complaint that a resident may have been disciplined or dismissed without just cause, subject to [Article 9.2](#).

8.2

There shall be a PARO representative in each hospital and the Chief Executive Officer shall be advised as to the name of the designated representative from time to time by PARO.

8.3

Any resident or a group of residents with a grievance alleging a violation of this Agreement or a grievance with respect to the application or interpretation of this Agreement shall submit such grievance in writing to a PARO representative in his/her hospital.

8.4

The PARO representative, or such other person as is designated by PARO, shall present to and discuss the grievance directly with the hospital Chief Executive Officer, or his/her designate in the hospital. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be presented in writing at this time.

8.5

No grievance shall be presented or discussed with the hospital Chief Executive Officer, or his/her designate, which has arisen more than sixty (60) days after the circumstances giving rise to the grievance have occurred, or more than sixty (60) days after the circumstances giving rise to the grievance ought reasonably to have come to the attention of the resident filing the grievance.

8.6

Subject to Article 8.12 if no satisfactory solution is found within sixteen (16) days of the presentation of the said written grievance, then within a further thirty (30) days, or such additional period of time as is mutually agreed to by both parties in writing, the PARO representative may give the hospital Chief Executive Officer or his designate representative written notice of intent to take the matter to arbitration.

8.7

Subject to Article 8.12, any policy grievance, which shall be defined as a complaint by either of the parties shall be submitted in writing by either party to the other and if no satisfactory solution is found within twenty-one (21) days thereafter, then within a further thirty (30) days, or such additional period of time as is mutually agreed to by both parties in writing, either party may give written notice to the other of the intent to take the matter to arbitration.

In addition, PARO is not precluded from pursuing a grievance under Article 8.7 which could otherwise be the subject matter of a grievance brought by a resident or group of residents under articles 8.3 and 8.4, provided that such grievance is presented or discussed with the hospital Chief Executive Officer or his/her designate, within sixty (60) days after the circumstances

giving rise to the grievance have occurred, or ought reasonably have come to the attention of PARO. With respect to the enforcement of Article 16 by PARO, the sixty (60) day period does not commence until PARO is provided with copies of the duty or call schedules or is otherwise informed of the alleged Article 16 violation.

8.8

The parties, either those referred to in 8.4 or 8.7 may agree to a single arbitrator or to a three (3) person Board of Arbitration. Parties must agree within five (5) working days from receipt of referral to arbitration as to whether the matter is to be heard by a single arbitrator. Failure to so agree will be taken as the parties' agreement that the matter be heard by a three (3) person Board of Arbitration.

8.9

Despite Article 8.8, the parties agree that where a grievance concerns discipline up to but not including discharge, or an alleged violation of Articles 6, 10, 11, 12, 13, 14, 15, 16 (including [attachments 2, and 3](#)), 17, 18, 20, 21, 22, 23, or 24 the matter shall be determined by a sole arbitrator from the roster of arbitrators selected in accordance with Article 8.10, unless the parties agree to proceed with a three person board of arbitration. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. Subject to Article 8.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions, in addition to the other powers of an arbitrator under Article 8.

8.10

- a. Where a three (3) person Board of Arbitration is agreed upon, or where the parties have been deemed to have agreed upon a three (3) person Board of Arbitration, each party shall appoint its nominee to the Board within twenty (20) days after the matter has been referred to arbitration. The chair of the board of arbitration shall be selected consecutively from a roster of arbitrators mutually agreed by the parties. The parties agree that William Kaplan shall continue as a member of the roster of arbitrators. If the parties cannot agree on two additional names for the roster Mr. Owen Shime may be asked to select or add persons to the roster, unless the parties agree to use William Kaplan only. If Mr. Shime is unable or unwilling to act, the parties agree to request that he select a successor, and if he is unable or unwilling to do so, either party may request the Chief Justice of Ontario to select a successor. Where the parties agree on a single arbitrator pursuant to 8.8, there shall be no nominees of the parties. Where the parties do not agree on a single arbitrator, each party shall appoint its nominee to the Board within twenty (20) days after the matter has been referred to arbitration. In the event of default of either party in naming its representative to the board of arbitration, the other party may apply to the Minister of Labour for the Province of Ontario who shall have the power to effect such an appointment.

- b. An arbitration under this Article is a referral to arbitration under the Arbitration Act, 1991.

An arbitrator also has the power to interpret and apply human rights and other employment-related statutes (despite any conflict between those requirements and the terms of the Collective Agreement) and to grant such interim orders or relief as the arbitrator considers appropriate.

8.11

All times may be extended by mutual agreement in writing.

8.12

All time limits contained herein are directory provided that the arbitrator or Board of Arbitration finds that

- a. There are reasonable grounds for the extension.
- b. The opposite party will not be substantially prejudiced by the extension. The arbitrator or Board of Arbitration shall determine the real issue in dispute between the parties according to merits and shall make whatever disposition it deems just and equitable.

8.13

The arbitrator shall have no jurisdiction to amend or add to any of the provisions in this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and conditions of this Agreement.

8.14

Each of the parties hereto will jointly and equally bear the expenses and fees of the arbitrator.

8.15

The decision of the arbitrator shall be final and binding upon the parties, and upon any hospital or employee affected by it.

In the case of a three (3) person Board of Arbitration, the decision of the majority shall be binding, and if there is no majority, the decision of the Chairman shall be binding.

8.16

During any stage of this Grievance and Arbitration Procedure, the parties may refer a grievance to the Medical Post-Graduate Consultation Committee for consultation and discussion; however, such a reference will not prejudice the rights of any party in the event that a satisfactory solution is not found. The parties will pre-notify the Medical Post-Graduate Consultation Committee of any grievance which is being referred to arbitration.

Dismissal

9.1

Should a resident be dismissed by a hospital for cause, the resident shall be given prior notification in writing of the reasons forming the basis of the dismissal. The affected resident shall be entitled to four (4) weeks notice prior to his/her dismissal or four (4) weeks pay in lieu. A copy of the prior written notification shall also be provided to PARO.

9.2

It is agreed by the parties that the release of a resident from his/her training program through action of the University and after notification to the hospital by the office of the Dean of Medicine constitutes "just cause" for dismissal by the hospital.

9.3

If a resident has been dismissed by the hospital, in accordance with Article 9.2, and such resident is reinstated to his/her program through successful appeal of the University's release (through the University's appeal process), the resident will be reinstated by the hospital.

9.4

No resident shall be formally disciplined, suspended or dismissed from clinical responsibilities by a hospital without just cause.

In circumstances other than dismissal in accordance with Article 9.2, a claim by a resident that he/she has been unjustly disciplined, suspended or dismissed shall be processed through the grievance and arbitration procedure in Article 8 of the Collective Agreement. The arbitrator or board of arbitration may settle the grievance by:

- a. confirming the hospital's action in formally disciplining, suspending or dismissing the resident;
- b. revoking the discipline, or reinstating the resident with or without full compensation for any time lost; or
- c. directing any other arrangement which may be deemed just and equitable.

NO DISCRIMINATION/HARASSMENT/INTIMIDATION

10.1

The hospitals and PARO agree that there shall be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any resident because of the resident's membership or non-membership in PARO or activity or lack of activity on behalf of PARO or by reason of his or her rights under this Collective Agreement.

10.2

It is agreed that there will be no discrimination, harassment or intimidation against a resident on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation, or any other factor which is not pertinent to the employment relationship.

10.3

A grievance may be filed under this Agreement where it is alleged that a resident has been discriminated against, harassed or intimidated contrary to this Article.

Vacation

11.1

Residents shall be entitled to four (4) weeks paid vacation during each year.

11.2

Vacations may be taken by housestaff at any time, but, subject to article 11.4, the timing of vacation may be delayed only where necessary, having regard to the professional and patient responsibilities of the hospital department for the time the vacation is requested.

11.3

Housestaff may request their vacation to be taken in one (1) continuous period, in one or more segments of at least one (1) week in duration, or in segments of less than one week, which request will be scheduled provided professional and patient responsibilities are met.

11.4

Requests for vacation shall be submitted in writing to the department head at least four (4) weeks before the proposed commencement of the vacation. In, addition each resident taking a certification examination in the Spring shall have until one month prior to the date of the examination to make a written request for one week of his/her vacation entitlement. Vacation requests submitted before March 1, or one month prior to the date of a certification examination,

will be considered in priority to those submitted after that time. All vacation requests must be confirmed or alternate times agreed to, in accordance with Article 11.2, within two (2) weeks of the request being made. Where the hospital department rejects the vacation request, it will do so in writing and include the reasons for rejecting the original vacation proposal.

11.5

There will be no adjustment to vacation entitlement for up to seventeen (17) weeks in the case of pregnancy leave of absence and/or up to thirty-seven (37) weeks in the case of parental leave of absence. Where a resident is entitled to and takes pregnancy leave and is also entitled to and takes parental leave, there will be no adjustment to vacation entitlement for up to an additional thirty-five (35) weeks. If an employee is on pregnancy or parental leave, any accrued vacation shall be taken immediately after the leave expires, or at such later date if agreed to between the resident and the hospital.

11.6

The Hospital shall not institute policies that restrict the amount of vacation that residents can take over a given rotation, it being understood that the hospital continues to have the right to delay an individual resident's request where necessary having regard to the professional and patient care responsibilities of the hospital department pursuant to Articles 11.2 and 11.3.

Professional Leave

12.1

In addition to vacation entitlement, residents shall be granted additional paid leave for educational purposes. Such educational leave, up to a maximum of seven (7) working days per annum, shall be consecutive if requested by the resident, and shall not be deducted from regular vacation entitlement. Such leave may be taken by housestaff at any time, provided only that professional and patient responsibilities are met to the satisfaction of the hospital department head.

12.2

Each resident shall be entitled to paid leave for the purpose of taking any Canadian or American professional certification examination; for example, Royal College examinations, LMCC, ECFMG, CFPC. This leave shall include the exam date(s) and reasonable travelling time to and from the site of the examination. This leave shall be in addition to other vacation or leave.

12.3

- a. Subject to operational requirements and at the request of a resident, a resident will not be scheduled for call duties for a period up to fourteen days prior to a CFPC or RCPSC certification exam.
- b. Subject to operational requirements and at the request of a resident, a resident will be granted up to seven consecutive days off during one of the four weeks preceding a CFPC or RCPSC certification exam.

Statutory Holidays

13.1

All housestaff shall be entitled to the following recognized holidays:

1. New Year's Day
2. Family Day
3. Easter Friday
4. Victoria Day
5. Canada Day
6. August Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day
11. One (1) floating holiday

13.2

All housestaff shall be entitled to at least five (5) consecutive days off during a twelve (12) day period that encompasses Christmas Day, New Year's Day and two (2) full weekends. These 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.

13.3

If a resident is scheduled to work on a recognized holiday, he/she shall be entitled to a paid day off in lieu of the holiday to be taken at a time mutually convenient within ninety (90) days of the holiday worked.

Salary And Benefit Continuance

14.1

Having regard for the combined educational and service aspects of their function, it is not intended that a resident suffer loss of salary or Employee Benefits provided under Article 19.1 because work cannot be performed due to illness or injury. Accordingly, during such illness or injury, salary will be maintained and continued until the end of the appointment or for six (6) months, whichever occurs first, and Employee Benefits enumerated in [Article 19.1 and 19.2](#) shall be maintained until the end of the appointment during such medical disability. Having further regard for the combined educational and service aspects of their function, it is not intended that a resident suffer loss of Employee Benefits provided under [Article 19.1](#) because the resident is on pregnancy/parental leave under Article 15. Accordingly, Employee Benefits will continue during pregnancy/parental leave and the Employee Benefits enumerated in Article [19.1 and 19.2](#) shall be maintained during such pregnancy/parental leave.

Pregnancy And Parental Leave

15.1

A resident shall receive up to seventeen (17) consecutive weeks of pregnancy leave at her discretion. In no case will she be required to return to her duties sooner than six (6) weeks following delivery. A resident shall be required to give four (4) weeks notice of her intentions regarding timing of said leave in order to ensure that professional and patient care responsibilities are met. A resident who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.

15.2

A resident who is the parent of a child shall receive up to thirty-five (35) weeks parental leave if the resident took pregnancy leave, or thirty-seven (37) weeks if the resident did not take pregnancy leave, following the birth of the child or the coming of the child into custody, care and control of the resident for the first time at the resident's discretion. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. A resident shall be required to give four (4) weeks written notice of her/his intention regarding the timing of such leave in order to ensure that professional and patient care responsibilities are met. A resident who is eligible for a parental leave who is the natural father or who is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, inclusive of any parental leave.

15.3

Pregnancy shall not constitute cause for termination of employment.

15.4

In the event that a resident takes pregnancy or parental leave, subsequent to the completion of the leave she or he shall be entitled to work for the same period as the leave in order to complete her or his year of post-graduate training.

15.5

All benefits and conditions of work concerning pregnancy/parental leave shall apply equally to the adoption of a child as to the birth of a child.

15.6

When a resident is absent on an approved leave of absence or because of disability, he/she shall be entitled to work for the same period of time as the leave in order to complete his/her training requirements as set out by the appropriate accrediting body and a suitable position shall be provided within twelve (12) months of the date the resident advises that he/she is ready and able to commence work.

15.7

Pregnancy Leave

On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a resident who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of the resident's regular weekly earnings and the sum of the resident's weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the resident's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The resident's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Parental Leave

On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a resident who is on parental leave as provided under this Agreement who is in receipt of Employment Insurance parental benefits shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the resident's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance

cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the resident is in receipt of such benefits for a maximum period of twelve (12) weeks. The resident's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

15.8

It is understood and agreed that the hospital's obligations for payment under the SUB Plan shall not extend beyond the period of the contracted appointment if the resident has completed her training requirements as set out by the appropriate accrediting body.

Maximum Duty Hours

16.1

(a) Unless agreed otherwise by the affected residents, their Program Director and PARO, a resident shall not be scheduled or required to work two (2) or more consecutive periods of call. It is understood that the terms, "day of call", "night of call", "duty period", "call period" and other similar terms used in this Agreement, refer to a period of time which is twenty-four (24) hours or less in duration.

It is understood and agreed that the twenty-four (24) hour limitation does not encompass a crossover period which ensures adequate handover of patient care responsibilities.

(b) No hospital department, division or service shall schedule residents for in-hospital call more than seven (7) nights in twenty-eight (28), including two (2) weekend days in eight (8) weekend days over that twenty-eight (28) day period. A weekend day is defined as a Saturday or a Sunday.

(c)

- i. As an exception to Articles 16.1(b) and 16.9, residents in a hospital department, division or service may be required to work up to an additional three (3) call periods over a six month block period (July 1 to December 31 and January 1 to June 30), but only if needed to replace a resident who is forced to miss scheduled call days due to unexpected, short-term sickness, being on a vacation for a period of two (2) consecutive weeks or more, or being absent in other circumstances beyond his/her control or due to emergency.
- ii. In selecting a resident to provide additional call coverage under this exception, the hospital department, division or service will first ask for volunteers. For clarity, this additional volunteered call shall not count as a "required" call pursuant to this provision.

- iii. Where no resident volunteers for additional call coverage under this exception, the hospital department, division or service may require a resident to provide such coverage but only provided there is no breach of other call provisions (with the exception of the two week notice requirement in Article 16.2) and provided that the resident is not subject to exceptional personal or family hardship. The hospital shall use its best efforts to minimize such required increased call responsibilities. For clarity, it is agreed that where a resident has been required to work three call periods under this provision, the resident cannot be required to work any additional call periods beyond those scheduled in accordance with Article 16.1(b) and (d).
- iv. Upon the hospital's designate being informed that a resident was required to provide call coverage under this provision, the hospital will advise both PARO and the resident's Program Director of such occurrence within two weeks of notification by the resident. The hospital shall identify a single individual to serve as the hospital designate.

(d) Schedules for out-of-hospital call shall be, on average, one (1) night in three (3). For greater clarity, no resident shall be required to do more than ten (10) nights of out of hospital call in thirty (30).

16.2

Duty schedules shall be published on a monthly basis at least two weeks prior to their effective date and copies shall be made available to residents and to PARO.

PARO, individual residents, and the hospitals all have an interest in certain information related to duty schedules that may not be immediately apparent from the centralized hospital call schedule prepared for or used by hospital locating.

Individuals responsible for preparing the call schedule on behalf of the hospital, including the Chief or Senior Resident where the hospital has delegated such responsibility to him or her, will forward the following information to PARO pursuant to this provision.

- hospital name
- service
- call period
- resident names
- type of call (in or out)
- resident vacation and other scheduled leaves
- weekends clearly identified
- a contact name and telephone/pager number
- the date and time the schedule is made

This information may be provided on a separate document from the schedule given to hospital locating, so as to ensure that the utility of the hospital locating call schedule is not diminished.

Where the Chief or Senior Resident is responsible for preparing a call schedule which does not contain the information required in this Article, PARO agrees that it will not seek damages against the hospital for non-compliance with the information requirements of this Article.

16.3

Should a resident be away from the hospital, department, division or service for any reason whatsoever for any part of the calculation period referred to in 16.1, the maximum number of duty periods during such calculation period shall be based on the pro-rated number of working days present.

16.4

(a) After being available for service in-hospital for twenty-four (24) consecutive hours, a resident working on the service of anaesthesia or obstetrics/ gynaecology shall be relieved of all service and educational duties until the commencement of the next working day, after ensuring adequate handover of patient care responsibilities. Such handover shall not exceed one (1) hour.

After being available for service in-hospital for twenty-four (24) consecutive hours, a resident working on the service of ICU or CCU shall be relieved of all service and educational duties until the commencement of the next working day, after ensuring adequate handover of patient care responsibilities. Such handover shall not exceed one and one-half (1 1/2) hours.

For the purposes of this Article, the commencement of the next working day will be the normally established start time for the entire service.

i. For services other than anaesthesia, obstetrics/gynaecology, ICU or CCU the following applies:

- i. Where a service provides PARO with advance notice that the service cannot relieve residents of their responsibilities within the time set out in Article 16.4(b)(ii) below, residents working on that service shall be relieved of their responsibilities by no later than 1200 hours on the day following their in-hospital call, and Article 16.4(b)(ii) does not apply. A service's decision that Article 16.4(b)(ii) does not apply cannot be the subject of a grievance or arbitration, but will be addressed through the committee process set out in Article 16.4(b)(iii) below.
- ii. After being available for in-hospital call for twenty-four consecutive hours, residents shall be relieved of their duties after ensuring adequate handover of patient care responsibilities, and no new patient responsibilities will be assigned, except for responsibilities which are reasonably necessary to ensure appropriate clinical handover (including completion of sign-out notes, follow up on ordered investigations, and/or review/rounding with incoming team members to ensure appropriate transfer of care). The handover period will not exceed two hours following the end of the 24 hour in hospital call period. This provision does not apply, however, where at any time a service has provided notice under Article 16.4(b)(i) above.
- iii. The parties will establish a joint committee with the objective of jointly working on the issue of home after call for those programs which provide notice under 16.4(b)(i), and attempting to identify solutions which are mutually satisfactory, taking into account the respective interests of relieving residents of responsibilities after being on call for a 24 hour period, optimal patient care, and excellence in education. This committee will begin

meeting within 30 days following ratification. The parties agree to use William Kaplan as a facilitator to the committee, in order to assist them in their desire for a satisfactory solution.

(c) For clarity, the right to be relieved of duties by 1200 hours under either 16.4 b (i) or (ii) applies to a resident on out-of-hospital call in either of the following two circumstances:

- i. a resident who commences work in the hospital after midnight but before 6 a.m.; and,
- ii. a resident who works for at least four (4) consecutive hours at least one hour of which extends beyond midnight.

(d) If Home call is converted to In Hospital Call pursuant to 16.4(c)(i) or (ii) above, the call will be deemed to be In Hospital Call for the purposes of 16.4(b)(i) and (ii).

(e) The program director, or the staff supervisor as designated by the program director, at his/her discretion, may apply Article 16.4 (c) to home calls (to which Article 16.4(c) would otherwise not apply), where the home call is sufficiently intense, onerous or heavy at the request of a resident or group of residents. The decision of the program director or the staff supervisor as designated by the program director will not be subject to a grievance.

16.5

In those services/departments where a resident is required to do in-hospital shift work (e.g. emergency department, intensive care), the guidelines for determining Maximum Duty Hours of work will be a sixty (60) hour week or five (5) shifts of twelve (12) hours each. Housestaff working in these departments will receive at least two (2) complete weekends off per month and (except where the resident arranges or PARO agrees otherwise) shall between shifts be free of all scheduled clinical activities for a period of at least twelve hours. All scheduled activities, including shift work and educational rounds/seminars, will contribute towards calculating Maximum Duty Hours. Should a resident be away from the hospital, department, division or service for any reason for part of a week during which they are required to do shift work, the Maximum Duty Hours during the week shall be reduced on a pro rata basis.

16.6

Any difference concerning educational exceptions to the maximum call provisions in this Article shall be processed through the procedure outlined in [Attachment 2](#) of this Agreement entitled "Memorandum Re: Maximum Duty Hours" rather than through the grievance procedure in Article 8.

16.7

It is agreed that no change in the Maximum Duty Hours under this Article will be made without the agreement of the parties and COFM.

16.8

A resident shall not be required to be on call at home two (2) consecutive weekends.

16.9

For the purpose of determining the maximum “blended” in-hospital or out-of-hospital call permitted under this Article, the total number of out-of-hospital call assignments multiplied by three (3) plus the total number of in-hospital call assignments multiplied by four (4) shall not exceed thirty (30) over a twenty-eight (28) day period.

16.10

Notwithstanding 16.1(b), PARO agrees that when a resident is scheduled on Friday night/Saturday morning call in conjunction with a Sunday call, only the Sunday call will be deemed to be a weekend call day. In turn, CAHO agrees that residents shall be free of all patient care duties, including scheduled weekend call, on at least two weekends (including Friday night/Saturday morning and the rest of Saturday and Sunday) over a 28-day or monthly call period.

The parties understand and agree that the restrictions noted above do not apply when residents switch their weekend call schedules with another resident.

Administrative Bonuses

17.1

A Chief Resident, for the purpose of administrative bonus, shall be defined as a resident who has responsibility for six (6) or more assistant residents. There will be only one (1) Chief Resident in a hospital department.

17.2

Senior Resident for the purpose of administrative bonus, shall be defined as a resident who is the most senior in an approved specialty/subspecialty training program within a clinical department or in a department with no Chief Resident who supervises clinical clerks, or residents, or has the responsibilities for administrative or educational duties.

17.3

In a hospital or department without a Chief or Senior Resident for periods of six (6) months or longer, it is agreed that the PGY1 assigned administrative responsibilities will be paid the administrative stipend.

17.4

Administrative supplements shall be:

Chief Resident: \$4,119.27

Senior Resident: \$2060.15

17.5

Where the resident is a Chief or Senior Resident for only part of the year, the amount of the supplement to be paid shall be pro-rated according to the time spent in that category.

17.6

The hospital shall maintain an up-to-date list of Chief Residents and Senior Residents by department and name, and make this list available on request.

Facilities

18.1

A resident will use and safeguard hospital-provided equipment with reasonable care and may be liable for loss or damage in the event that reasonable care is not exercised.

18.2

Each hospital will provide appropriately located on call facilities. On call facilities will include secure and private rooms, each equipped with a functional bed, chair, desk, lighting and telephone. These facilities will include separate female/male washrooms/showers and adequate lounge facilities, and daily linen service including weekends and holidays. Daily linen service will include clean sheets, blankets and towels, as well as bed-changing and room cleaning services. The hospital will endeavour to provide secure access between hospital and call room facilities where necessary. The on call facilities shall be off limits except for housestaff and other individuals authorized by the hospital.

Each hospital will provide reasonable access to the hospital's information systems as dictated by the hospital's network deployment strategy, which shall incorporate the clinical and educational needs of the resident.

18.3

Each hospital will endeavour to provide adequate sleeping quarters, as referred to in Article 18.2, in the main hospital building(s) and in close proximity to the acute care areas (intensive and coronary care units and other similar units, and labour and delivery areas) for residents who take

call for these areas. The hospital will also endeavour to provide adequate sleeping quarters as referred to above for members of the cardiac arrest team in the main hospital building and in close proximity to the patient areas covered by the team.

18.4

Uniforms, where required, shall be provided and laundered at the employer's expense. Operating room greens will be made readily accessible to all housestaff, female and male.

18.5

The hospital shall endeavour to provide individual mailboxes conveniently located and accessible for all residents.

18.6

Appropriate reference facilities shall be available twenty-four (24) hours per day. Details of the provision of reference facilities will be locally determined. If patient care or educational events such as seminars or ward rounds require photocopying services, these shall be supplied, on approval of the Chief of the Service, or his/her delegate, at no cost to housestaff. Photocopying services charged to housestaff shall be at a rate commensurate with the actual cost of the service.

18.7

Each hospital has the responsibility to provide reasonable security for all residents in all hospital facilities.

18.8

Any resident "on call" from home is entitled to full in-hospital on call privileges and reimbursement whenever service commitments require in-hospital duty.

18.9

Each hospital has the responsibility to provide for each resident a full locker in a location that is readily accessible twenty-four (24) hours a day within the hospital facility or adjoining facility.

18.10

Each hospital shall provide a bulletin board in an accessible location reserved for housestaff/PARO affairs.

18.11

The hospital will make available appropriate protective equipment and clothing where circumstances warrant. Any dispute under this clause will be pursued under Article 25.1.

18.12

No resident shall be required to provide routine intravenous/ venipuncture/ EKG services. This restriction shall not apply in urgent circumstances or where such services are required as determined by the Program Director to establish and maintain the skills of residents in those areas.

18.13

Hospitals are required to provide and maintain pagers, commensurate with the type of call, for residents who are required to cover emergency, urgent or ward responsibilities or to provide any out of hospital call. For example, long range pagers will be provided for out of hospital call. This includes residents who cover wards on one site of a hospital and who have a clinic or teaching at a different site.

18.14

Residents are entitled to receive access to and coverage for Occupational Health services (including TB tests, immunizations and follow-up, and post-exposure prophylaxis and management), on the same terms as access and coverage are applicable to other hospital employee groups.

18.15

Each Hospital will provide PARO with reasonable advance notice of material changes which may impact call facilities, including planning stages of major renovations, construction of new facilities and conversion of existing on-call facilities.

Employee Benefits

19.1

The hospitals agree to undertake on behalf of each resident the payment of premiums for the following benefits:

- a) Group life insurance to the value of two (2) times the annual earnings adjusted to the nearest \$500, of which 100% of the premium paid will be paid by the employer hospital.
- b) OHIP coverage of which 100% of the premium paid will be paid by the employer hospital.
- c) Extended Health Care similar to Liberty Health Plan Extended Health Care issued July 1, 2001, or coverage with another carrier that is at least equivalent to the current plan of which

100% of the premium paid will be paid by the employer hospital. There shall be a \$15/\$25 deductible for single/family coverage per calendar year. The employer shall contribute 100% of the premium towards a Vision Care rider \$250.00 every 24 months. (For clarity, these funds can be used towards laser eye surgery). Effective July 1, 2018, the Vision Care will be increased to \$300.00 every 24 months.

Mandatory Generic Substitution: Extended Health Care Plan to provide that where a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug that the dispensing pharmacist can readily provide..

OTC Exclusion: Extended Health Care Plan definition of eligible drugs to include only those drugs and medicines that legally require a prescription, and also including injectable drugs and injectable vitamins, prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs and medicines, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. In addition, life-sustaining drugs or medicines, and related medical supplies (e.g. diabetic supplies, smoking cessation aides) shall continue to be covered on the same basis as under the previous Collective Agreement.

Paramedical Coverage: the annual calendar year maximum will be \$500 from the first dollar for each eligible paramedical practitioner per covered person. Eliminate the per visit maximum provisions for the listed eligible paramedical practitioners and replace with reasonable and customary charges per visit or treatment. Eligible paramedical practitioners are defined as physiotherapists, chiropractors, acupuncturists, massage therapists, speech therapists, psychologists (including MSW), and podiatrists.

d) The Dental Services described in Liberty Health Plan issued July 1, 2001, or coverage with another carrier that is at least equivalent to the current plan, of which 85% of all eligible expenses will be paid, at the current ODA fee schedule established from time to time, of which 100% of the premium will be paid by the employer hospital.

Dental Recall: dental recall examinations at the rate of one examination every 9 months, except for eligible dependent children age 18 and under which is at the rate of one examination every 6 months.

e) **Hospital Stay Accommodation**

There is no provision for hospital accommodation charges for stays within Ontario outside of what is normally provided through the Ontario Health Insurance Plan. There are two exceptions to this:

- i. The hospitals will amend the hospital accommodation coverage to provide private coverage for addiction and eating disorders.
- ii. When semi-private hospital accommodation charges are incurred outside a resident's province of residence, Liberty Health will not pay an amount which is greater than the

reasonable and customary allowance for semi-private hospital accommodation in the geographic area in which the person is confined.

It is understood and agreed that the hospital's obligation is limited to the payment of insurance premiums towards the various benefits plans.

For the purposes of Employee Benefits under Article 19.1, dependent coverage is available to the Resident, to cover his or her same sex partner and their dependents, in accordance with the terms and conditions of the plans.

19.2

There shall be a Long Term Disability plan for the benefit of PARO members. Through payroll deduction, the Hospital agrees to collect and remit, on a monthly basis, in the same manner as Association Dues outlined in Article 6.2 of this Agreement, to PARO such premiums as PARO establishes for contribution to the Long Term Disability program administered by PARO for its members.

19.3

As in the past, all benefits shall be fully transferable within all teaching hospitals and there shall be no waiting period.

19.4

On the date of the commencement of employment with the hospital, all members of the housestaff shall be informed as to the nature of benefits available to him/her pursuant to this Article.

19.5

It is agreed that the benefits outlined in Articles 19.1 and 19.2 will be conditions of employment.

19.6

Residents covered by this Agreement are required to have CMPA coverage, or other equivalent medical liability insurance as determined by the resident. Such coverage will be without any premium costs to the hospital.

19.7

- a) It is agreed that when, in the course of their clinical duties, residents are required to travel between sites or to return to a site, then the resident will be reimbursed for the cost of parking associated with the time spent at the second or subsequent sites, provided that the distance travelled between sites exceeds one (1) kilometre.
- b) In circumstances where:

- i. a resident is on Out of Hospital Call and can respond within the hospital's Medical Advisory Committee (MAC) approved rules and regulations regarding specified response time,
- ii. the resident does not have a parking pass, and
- iii. the requirement to attend for clinical duties occurs after 6 pm and before 6 am

the Hospital will pay taxi charges to a maximum of \$70.00 per month on presentation of appropriate receipts.

19.8

Residents will be provided free of charge with an Advanced Cardiac Life Support course or equivalent that is consistent with educational and training requirements as determined by the Faculty of Medicine of the respective university. The course will be provided by the universities and will be free of charge to all residents.

19.9

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The residents' reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

19.10

The parties agree that PARO, upon request, will be provided annually with the benefit plan enrollment document prior to Residents being required to enroll/sign. This obligation may be met where the document is provided by a paymaster, acting on behalf of the employer.

Part-Time Status

Where a resident works on a part-time basis, the provisions of the Collective Agreement will continue to apply without modification, save for the following:

20.1

The parties agree that the responsibilities, workload, call schedule, and salary paid will be reduced commensurate with the credit given for training by the RCPSC or CFPC. With respect to vacation, part-time residents will continue to be entitled to four weeks vacation per year, paid at the same rate of pay as the resident is receiving.

20.2

With respect to insured health benefits in 19.1 c), d) and e), these provisions will continue to apply unchanged to residents who receive RCPSC or CFPC credit equal to 60% or more. However, part-time residents receiving less than 60% credit will be required to contribute one-half of the cost of premiums required in order to maintain coverage for the period while they are working such reduced time.

Note: A part-time resident may opt out of benefit coverage in 19.1 c), d) and e) if she/he has equivalent family coverage, satisfactory to the insurer and PARO.

Salary Classification

21.1

There shall be nine (9) levels of remuneration for residents as follows:

(a) PGY-1 – A resident in the PGY-1 category is in the first year of a specialty training program of the Royal College of Physicians and Surgeons of Canada (RCPSC), or the College of Family Physicians of Canada (CFPC).

(b) PGY-2 – A resident in the PGY-2 category is in the second year of a RCPSC or CFPC specialty training program, having completed a previous year of training acceptable to the RCPSC or CFPC as leading to certification in that program.

(c) PGY-3 – A resident in the PGY-3 category is in the third year of a RCPSC or CFPC specialty training program, having completed two previous years of training acceptable to the RCPSC or CFPC as leading to certification in that program.

(d) PGY-4 – A resident in the PGY-4 category is in the fourth year of a RCPSC specialty training program, having completed three previous years of training acceptable to the RCPSC as leading to certification in that program.

(e) PGY-5 – A resident in the PGY-5 category is in the fifth year of a RCPSC specialty training program, having completed four previous years of training acceptable to the RCPSC as leading to certification in that program.

(f) PGY-6 – A resident in the PGY-6 category is in the sixth year of a RCPSC specialty training program, having completed five previous years of training acceptable to the RCPSC as leading to certification in that program.

(g) PGY-7 – A resident in the PGY-7 category is in the seventh year of a specialty training program of the RCPSC, having completed six previous years of training acceptable to the RCPSC as leading to certification in that program.

(h) PGY-8 – A resident in the PGY-8 category is in the eighth year of a specialty training program of the RCPSC, having completed seven previous years of training acceptable to the RCPSC as leading to certification in that program.

(i) PGY-9 – A resident in the PGY-9 category is in the ninth year of a specialty training program of the RCPSC, having completed eight previous years of training acceptable to the RCPSC as leading to certification in that program.

Furthermore, all new programs or changes to programs shall be reviewed annually by the parties for the purpose of inclusion in this Agreement. Failing agreement between the parties, the proper adjustment to the salary classification scheme as a result of a new program or change to a program may be referred for determination pursuant to the grievance and arbitration procedure under [Article 8](#).

21.2

(a) For the purposes of Article 21.1, 21.2, and 21.3, reference to a specialty training program includes reference to an allied subspecialty training program or equivalent, and reference to certification includes reference to a certificate of special competence or equivalent.

(b) For the purposes of Article 21.1, the highest level at which a resident in a specialty or subspecialty training program or equivalent shall be paid is the highest level at which a resident would be paid in the final year of training in that program if that resident had completed training in the minimum number of years required by the RCPSC, by the CFPC, or by a university as described in paragraph (c) of Article 21.2, in order to be certified or complete training in that program.

Note: By way of example with respect to the application of Article 21.2 (b), under the current RCPSC rules, the highest level that a resident would be paid in internal medicine is the PGY-4 level, since four years of training is the minimum number of years of training required by the RCPSC to complete training in that program (i.e. internal medicine).

If, after completing four years of training in internal medicine, the resident then entered subspecialty training in rheumatology (currently a two year program), the resident would be paid at the PGY-5 level in the first year of rheumatology training (since, under Article 21.1 (e), this would be the resident's fifth year of a RCPSC specialty training program, having completed four previous years of training in internal medicine acceptable to the RCPSC as leading to the certification in that program), and would then be paid again at the PGY-5 level in the second year of rheumatology training (since the minimum number of years of training required by the RCPSC to complete training in rheumatology is five years three years of internal medicine plus two years of rheumatology training).

At the same time, the resident could pursue subspecialty training in rheumatology immediately after completing three years of internal medicine training (PGY-1 to PGY-3 levels), with the two years of rheumatology training being paid at the PGY-4 and PGY-5 levels, (since the resident would be considered to be in the fourth and fifth years of a RCPSC specialty training program,

with the first year of rheumatology training also counting as the resident's final year of internal medicine training).

(c) Where a university requires that all residents in a particular specialty or subspecialty program complete an additional year (or part year) of clinical or research training beyond the RCPSC or CFPC clinical or research requirements, that additional year (or corresponding part year) shall be counted as a year (or corresponding part year) of specialty training in determining the resident's level of compensation under Article 21.1.

(d) An individual is defined to be a resident reentering residency training when that individual is a physician with an independent practice license who is returning to residency training after having practiced outside of any residency training program for a period of at least one year, and who is filling a re-entry position, but does not include a resident who is on an approved leave or other legitimate absence from residency training, including a resident who is absent due to sickness or disability or for purposes of conducting fellowship or other research outside of a training program.

21.3

A resident who transfers into another program, or who re-enters residency training within the meaning of Article 21.2 (d), shall be given credit for previous training for the purposes of Article 21.1, in accordance with the number of years of training for which the resident is given credit by the CFPC or RCPSC.

21.4

All residents whose source of funding is a foreign government, shall be paid in accordance with the terms and provisions of this Agreement. However, a comparable total compensation package wherein such residents receive comparable compensation including benefits and reimbursement or provision of expenses to that set out under this Agreement is permissible. In all cases where such residents are allegedly receiving the comparable total compensation PARO shall be notified of the details of such compensation. In the event of a dispute as to whether the compensation is comparable, the matter may be referred to the Medical Post-Graduate Consultation Committee for discussion. In the event that the matter is not resolved the matter may be referred to arbitration pursuant to Article 8 and the Board of Arbitration shall determine whether or not the total compensation package is comparable and make such orders as may be necessary to ensure that the total compensation is comparable.

21.5

A resident returning from maternity leave, or extended absence due to illness or injury, will advance to the next PGY level as if the resident had not been on leave, unless the resident's program director determines that the resident requires further training at his or her earlier PGY level.

Annual Salary Scale

22.1

The annualized salary for residents (covered by Article 21) providing service delivery in the different positions/classifications is set out below, subject to the following:

1. Under the salary classification system set out in Article 21 of the Collective Agreement, a resident will be appointed to a new position/classification where the resident meets the requirements established by Article 21;
2. The positions/classifications set out in Article 21 reflect distinct roles and responsibilities for a given position/classification;
3. The salary for each position/classification (pgy1 to pgy9) reflects the distinct differences in, and increasing levels of, responsibilities, duties, role, knowledge and skills required to provide service delivery in each position.
4. Upon the end of the appointment to one position, appointment to a different position/classification requires a new letter of appointment provided in accordance with Article 5 of the collective agreement. A resident is entitled to receive such letter of appointment only where the resident meets the requirements of Article 21. For clarity, it is agreed that an increase in salary under this collective agreement results only from appointment to a new position/classification.

Annualized Salary Scale

Position/Classification	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
PGY1	\$57,967.29	\$59,068.67	\$60,190.98
PGY2	\$64,088.23	\$65,081.60	\$66,090.36
PGY3	\$69,032.97	\$69,999.43	\$70,979.42
PGY4	\$74,205.21	\$75,540.91	\$76,900.64
PGY5	\$79,523.73	\$80,637.06	\$81,765.98
PGY6	\$84,042.16	\$85,218.75	\$86,411.81
PGY7	\$87,268.84	\$88,490.61	\$89,729.48
PGY8	\$92,075.63	\$93,364.69	\$94,671.79
PGY9	\$96,882.43	\$98,238.78	\$99,614.12

Call Stipends

Residents are entitled to receive a call stipend amount for in-hospital call, home call and qualifying shifts as outlined in 23.1, worked under the Collective Agreement, on the following terms:

23.1

There will be a call stipend payable in the amount of \$116* for residents scheduled for in-hospital call, and \$58* for residents scheduled for home call or for qualifying shifts (including emergency department and other night shifts worked under [article 16.5](#)). Qualifying shifts are only those shifts where one full hour worked on the shift occurs between midnight and 6 a.m. (*Subject to reopener pursuant to terms of the Memorandum of Settlement dated April 8, 2017)

Effective July 1, 2015, call stipends will be payable in the amount of \$116 for in-hospital call and \$58 for home call or qualifying shifts.

23.2

A resident who is scheduled on home call but who works more than four hours in hospital during the call period, of which more than one hour is past midnight and before 6 a.m., is entitled to be paid the in-hospital call stipend. PARO agrees that the hospitals have the right to implement reasonable rules to verify that residents are entitled to be paid the in-hospital call stipend rate for that call.

23.3

The parties reaffirm that no resident is permitted to work call or shifts under the Collective Agreement in excess of the maximums permitted under the Collective Agreement. Subject to an Agreement by the parties respecting implementation of non-traditional work hours, no resident will be paid a call stipend for call worked in excess of the maximums permitted under the Collective Agreement, nor will residents working shifts receive more than 31 call stipend payments per quarter for qualifying shifts.

23.4

The call stipend will be paid no less frequently than on a quarterly basis, payable in the second pay period following the end of the quarter. Entitlement to the call stipend may be determined from examination by the hospitals of the monthly call schedules, or by such other measures as the hospital reasonably requires of the resident.

23.5

PARO will be provided, no less frequently than on a quarterly basis, with information concerning the number of call stipends paid to each resident, and the dates on which each call or shift was worked, by type of call stipend paid (i.e., the number of call stipend payments for in-hospital call, for home call, and for qualifying shifts). This information will include each resident's full name, service and hospital site.

23.6

For certainty, it is agreed that PARO dues will be deducted from call stipend payments, and that the call stipend shall continue in effect during negotiation for a renewal Collective Agreement, as provided in [Article 4.3](#) of the Collective Agreement.

23.7

For further certainty, it is agreed that the terms and conditions of the call stipend are arbitrable pursuant to Article 4 of the Collective Agreement. However, for even further certainty, this does not include arbitration of the maximum call frequency provisions reflected in the call stipend provisions and provided for elsewhere in the Collective Agreement.

23.8

No less frequently than on a quarterly basis and not later than the second pay period following the end of each quarter, each resident shall be provided with an accounting of the number and type of call stipends paid to him or her for the preceding quarter and the corresponding dates on which each call or shift was worked, together with any call stipends claims that were denied with the corresponding date.

PARO Business

24.1

Residents designated to represent PARO at meetings of PARO or other official PARO business ordinarily shall be temporarily relieved of their duties, without loss of pay, for the purpose of carrying out these duties, provided only that professional and patient responsibilities are met to the satisfaction of the hospital department head.

Hospital/PARO Committee

25.1

Where either party requests a meeting to discuss matters of mutual concern and interest that would be beneficial if discussed at a Hospital/PARO Committee Meeting during the term of the agreement, the following shall apply:

An equal number of representatives of each party shall meet at a time and place mutually satisfactory. In no event will the time of such meeting be delayed for more than thirty (30) days following a written request for a meeting from either PARO or the Hospital, unless the parties agree on a later meeting date.

A request for meeting hereunder will be made in writing and will be accompanied by an agenda of matters proposed to be discussed which shall not include matters that are now the subject of grievance.

Academic Rounds And Seminars

26.1

The hospitals recognize that residents are required to attend scheduled educational rounds/seminars which are mandated by the University Program, and that clinical duties should, in general, not unreasonably interfere with the ability of residents to attend such rounds/seminars. Where PARO has a concern that clinical duties are unduly interfering with the ability of residents to attend such rounds/seminars, the concern will first be raised at the program's residency training committee, or equivalent body. If the matter cannot be satisfactorily resolved at that level, each hospital agrees that it will meet with PARO and the appropriate University Program representatives with a view to resolving the matter.

General Provisions

27.1

It is agreed that there shall be no strike or lockout.
Dated at Toronto this 27th day of April 2017.

Professional Association of Residents of Ontario and The Council of Academic Hospitals of Ontario and all the Hospitals listed in [Attachment 1](#).

“Stephanie Kenny”, M.D.
FOR PARO

“Karen Michell”
FOR CAHO

“Catherine Zahn”, M.D.
FOR CAHO

Schedule A – Implementation of Collective Agreement for Pool C Residents

APPENDIX RE: IMPLEMENTATION OF COLLECTIVE AGREEMENT FOR POOL C RESIDENTS

The parties confirm the applicability of the 2003 Shime Award, the September 1st, 2005 Memorandum of Settlement and the 2007 Kaplan Award to Pool C residents. The parties further confirm the following:

1. GENERAL

All Pool C Residents are covered by the Collective Agreement.

2. REMUNERATION

All Pool C Residents must receive full salary compensation in accordance with the schedule of salaries and other remuneration, including call stipends, the Chief and Senior Administrative Bonus where entitled, established on an annual basis between PARO and the teaching hospitals (CAHO). For clarity, Pool C residents will be entitled to receive the call stipend on the same terms and conditions as all other residents covered by this Collective Agreement or on an annualized basis as outlined in 3.

3. CALL STIPENDS

In addition to salary or any other payments received by Pool C residents, Pool C residents must be paid, by the funding sponsor, the call stipend amount, when they perform in hospital or home call or qualifying shifts. The 2007 Kaplan Award provided that the call stipends could be paid on an annualized basis in the amount of \$8,715, subject to further adjustment in the collective bargaining process from July 1, 2008 forward.

Effective July 1, 2015, the call stipend amount will be increased to \$9,630.08

4. ANNUAL DUES

All Pool C Residents shall remit annual dues to PARO. With respect to the collection and remittance of PARO dues, universities will collect these amounts directly from the foreign funding sources, and remit the dues to PARO directly no less frequently than on a quarterly basis.

5. INSURED BENEFITS

With respect to insured benefits, other than LTD, insofar as the employer pays 100% of the premiums, each year, an equivalent amount should be remitted by the funding source to the university, which in turn would pay this amount to the insurers directly, or to the hospitals for payment to insurer. Under the terms of the collective agreement, an exception could be made where it can be demonstrated that Pool C trainees are receiving or will receive as good or better insured benefits from or through the foreign government or sponsoring agency, to be determined in accordance with the procedures set out in the Collective Agreement.

For further clarify, it is agreed that, subject to the benefits comparability terms of the Shime arbitration award and the Collective Agreement, the life insurance benefit for Pool C Residents will be a fixed rate of \$134,000 for the duration of the 2013-2016 Collective Agreement.

6. LONG TERM DISABILITY

There will be no deduction and remittance of LTD premiums for Pool C residents.

7. ADMINISTRATIVE SUPPLEMENTS

Pool C Residents will receive the chief and senior residents bonus. Foreign governments should be advised that residents must receive this payment when they are engaged in chief or senior resident functions and this it is regarded as salary.