

2008-2011\*

**AGREEMENT BETWEEN:**

**THE PROFESSIONAL  
ASSOCIATION OF  
INTERNES AND  
RESIDENTS OF ONTARIO  
(PAIRO)**

**and**

**THE COUNCIL OF  
ACADEMIC HOSPITALS  
OF ONTARIO (CAHO)**

**Re: Terms and conditions of employment of  
residents in Ontario teaching hospitals  
July 1, 2008 to June 30, 2011**



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# 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 Internes and Residents of Ontario, hereinafter PAIRO, 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 Internes and 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 \$125,000 for the duration of the 2008 - 2011 Collective Agreement.

## **ARTICLE 2:**

The hospitals as listed in Attachment 1 and the Professional Association of Internes and 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 Internes and 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 PAIRO;
- 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, 2011, 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, 2011. 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 PAIRO (the “Standard Agreement”) for 2008-2011.

Copies of that Agreement may be obtained from the hospital office or the local PAIRO 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 PAIRO, or an equivalent amount, shall be collected by payroll

deduction from the salaries of all residents, including yourself, and shall be forwarded to PAIRO on your behalf. The dues will be deducted at the rate of 1.6%, or in such other amount as is determined by PAIRO pursuant to its bylaws. All residents are entitled to membership in the Professional Association of Internes and Residents of Ontario. Should you wish not to belong to PAIRO, 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 PAIRO 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 PAIRO-CAHO Agreement at any hospital can only be made where agreed to by the provincial PAIRO Board of Directors and the Hospital.

## ASSOCIATION DUES

6.1 The annual association dues of the Professional Association of Internes and 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 PAIRO on their behalf. The parties agree that PAIRO shall have full and sole authority to revise the annual membership fee from time to time, and PAIRO shall advise the Hospitals accordingly, as to any changes thereto.

6.2 PAIRO 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 PAIRO 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 PAIRO, 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 PAIRO 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 PAIRO by April 1st for PGY1s, and by June 1st for other residents. Additional names obtained by the hospital, if any, will be forwarded to PAIRO as they become known to the hospital. Names and addresses are to be supplied to PAIRO in sufficient time to satisfy PAIRO'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 PAIRO dues, or an equivalent amount, once

deducted, are not to be refunded by the hospital. PAIRO 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 PAIRO, or an equivalent amount, shall be itemized in the annual T-4 taxation slip as the annual membership fee for PAIRO, 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 PAIRO, 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 PAIRO. If PAIRO believes that medical education and/or patient care would benefit from the consideration of the matter, PAIRO may place such concern in writing to the hospital representative or his or her designate. In addition, where PAIRO 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 PAIRO 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 PAIRO 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 PAIRO 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 PAIRO 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 PAIRO.
- 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 PAIRO representative in his/her hospital.
- 8.4 The PAIRO representative, or such other person as is designated by PAIRO, 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 PAIRO 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, PAIRO 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 PAIRO. With respect to the enforcement of Article 16 by PAIRO, the sixty (60) day period does not commence until PAIRO 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 PAIRO.
- 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 PAIRO 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 PAIRO or activity or lack of activity on behalf of PAIRO 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 arrange for their vacation to be taken in one (1) continuous period or in one or more segments of at least one (1) week in duration 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 and not later than March 1. As an exception to the above, 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 thirty-five (35) weeks.
- 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.

## 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. Dominion 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. An 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 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, parental leave or adoption leave as provided under this Agreement who is in receipt of Employment Insurance or parental leave benefits for a maximum period of 25 weeks shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) 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/he is in receipt of Employment Insurance pregnancy, parental leave or adoption leave benefits, and shall continue while the resident is in receipt of such Employment Insurance benefits. The resident's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her normal weekly hours.

For PGY1 only, the service requirement for eligibility for the SUB Plan shall be thirteen (13) weeks of continuous service.

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 PAIRO, 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 PAIRO 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 PAIRO.

PAIRO, 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 PAIRO 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, PAIRO 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.

(b) Until June 30, 2009, 16.4(b.1) applies:

(b.1) Residents working on services other than anaesthesia, obstetrics/ gynaecology, ICU or CCU, shall be relieved of their duties by 1200 hours on the day following their in-hospital call.

As of July 1, 2009, 16.4 (b.1) is replaced by the following new 16.4 (b):

(b) For services other than anaesthesia, obstetrics/ gynaecology, ICU or CCU the following applies:

(i) Where a service provides PAIRO 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 in 16.4(b.1) 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.

*Note: Effective July 1, 2009, 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).*

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 PAIRO 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), PAIRO 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 A 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:

	Effective Jan. 1, 2009	Effective July 1, 2009	Effective Jan. 1, 2010	Effective July 1, 2010	Effective Jan. 1, 2011
<b>Chief Resident</b>	\$3,723	\$3,760	\$3,835	\$3,874	\$3,951
<b>Senior Resident</b>	\$1,862	\$1,880	\$1,918	\$1,937	\$1,976

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/ PAIRO 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 PAIRO 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). In addition to the above, vision care shall include one eye exam per insured person every 24 months.

Voluntary 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, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed.

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. This change will be effective not later than July 1, 2009.
- 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 PAIRO 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 PAIRO such premiums as PAIRO establishes for contribution to the Long Term Disability program administered by PAIRO 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.

## **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 PAIRO.

## **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 practised 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 PAIRO 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.

## SCALE OF REMUNERATION

22.1 The annualized scale of remuneration for residents (those covered by Article 21) shall be:

	Effective Jan. 1, 2009	Effective July 1, 2009	Effective Jan. 1, 2010	Effective July 1, 2010	Effective Jan. 1, 2011
PGY1	\$48,115	\$48,597	\$49,569	\$50,064	\$51,065
PGY2	\$56,164	\$56,726	\$57,860	\$58,439	\$59,608
PGY3	\$59,577	\$60,173	\$61,376	\$61,990	\$63,230
PGY4	\$63,612	\$64,248	\$65,533	\$66,189	\$67,512
PGY5	\$67,836	\$68,514	\$69,885	\$70,584	\$71,995
PGY6	\$71,807	\$72,525	\$73,976	\$74,715	\$76,210
PGY7	\$74,644	\$75,390	\$76,898	\$77,667	\$79,220
PGY8	\$78,868	\$79,657	\$81,250	\$82,063	\$83,704
PGY9	\$83,093	\$83,924	\$85,603	\$86,459	\$88,188

## 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 \$105 for residents scheduled for in-hospital call, and \$52.50 for residents scheduled for home call or for 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. PAIRO 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 PAIRO 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 PAIRO 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.

## **PAIRO BUSINESS**

24.1 Residents designated to represent PAIRO at meetings of PAIRO or other official PAIRO 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/PAIRO 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/PAIRO 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 PAIRO

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.

## GENERAL PROVISIONS

26.1 It is agreed that there shall be no strike or lockout.

**Dated at Toronto this 29th day of June 2009.**

Professional Association  
of Internes and Residents  
of Ontario

The Council of Academic  
Hospitals of Ontario and  
all the Hospitals listed in  
Attachment 1

The image shows two handwritten signatures in black ink. The signature on the left is for Alim Pardhan, MD, and the signature on the right is for Mary Jo Haddad, Chair. Both signatures are written in a cursive style and are positioned above horizontal lines.

**Alim Pardhan, MD**  
for PAIRO

**Mary Jo Haddad, Chair**  
for CAHO

# **SCHEDULE A - APPENDIX RE: IMPLEMENTATION OF COLLECTIVE AGREEMENT FOR POOL C RESIDENTS**

The parties confirm the applicability of the 2003 Shime Award, the September 1<sup>st</sup>, 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 PAIRO 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.

#### **4. ANNUAL DUES**

All Pool C Residents shall remit annual dues to PAIRO. With respect to the collection and remittance of PAIRO dues, universities will collect these amounts directly from the foreign funding sources, and remit the dues to PAIRO directly.

#### **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 \$125,000 for the duration of the 2008-2011 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.

# ATTACHMENT 1 - CAHO Membership

## KINGSTON

Kingston General Hospital  
Hotel Dieu Hospital  
Providence Continuing Care Centre

## LONDON

London Health Science Centre  
(formerly University and Victoria Hospitals)  
St. Joseph's Health Centre

## OTTAWA

Children's Hospital of Eastern Ontario  
The Ottawa Hospital  
Royal Ottawa Health Care Group  
SCO Health Services Inc.

## TORONTO

Sunnybrook and Women's College  
Health Sciences Centre  
Mount Sinai Hospital  
University Health Network  
St. Michael's Hospital  
The Hospital for Sick Children  
Baycrest Centre for Geriatric Care  
Toronto Rehabilitation Institute  
Bloorview MacMillan Children's Centre  
Centre for Addiction and Mental Health

## HAMILTON

St. Joseph's Hospital  
Hamilton Health Sciences Corporation

## SUDBURY

Sudbury Regional Hospital

## THUNDER BAY

Thunder Bay Regional Health Sciences Centre

# ATTACHMENT 2 - Memorandum Re: Maximum Duty Hours\*

June, 2000

COFM and the parties affirm their support for the in hospital duty assignment and out of hospital call provisions set out in Article 16 of the Collective Agreement.

If a Program Director in a hospital believes that in an exceptional case there is educational justification for an in-hospital duty assignment which would be more than a one in four average, or for out-of-hospital call which would be more than a one in three average, such assignment will not be made until the matter has been discussed with and approved by the Faculty Post-Graduate Education Committee, or as set out below, which shall include appropriate resident representation.

If the matter is not resolved satisfactorily to PAIRO or the Program Director it may be referred to the COFM Post-Graduate Education Committee for further consideration.

In the event the difference remains unresolved it may be referred by PAIRO or the Program Director to the Medical Post-Graduate Consultation Committee for final resolution by the Committee or as it directs.

**Amir Janmohamed, MD** for PAIRO  
**Jeff Kolbasnik, MD** for PAIRO  
**Brad Sinclair** for OCOH\*\*

\* This replaces the previous memorandum dated August 18th, 1977 and July 16<sup>th</sup>, 1990 and included as Attachment 2 to the predecessor Agreements.

\*\* Now referred to as CAHO

# ATTACHMENT 3 - Workload During Pregnancy

July 26, 1993

The Hospitals recognize that the training for housestaff is such that an extended absence due to pregnancy could present difficulties in the completion of the training program. Under certain circumstances, it may be beneficial to the housestaff member, the hospital, and the university to have the workload modified somewhat because of the physical limitations caused by pregnancy to enable the person to continue training with minimal interruption.

In such cases, the housestaff member so affected, with counsel from her attending physician, shall review the issue with her Clinical Supervisor. The Hospitals support the position that, if in the opinion of the attending physician of a pregnant resident, a reduction in workload is warranted, then the workload shall be reduced to the extent prescribed by the attending physician including the elimination of on call duty if necessary. In no event will a resident be scheduled or required to participate in on call duty after thirty one (31) weeks gestation unless otherwise agreed to by the resident.

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

**Dominic Rosso, M.D.** for PAIRO

**Hugh Graham** for OCOTH\*\*

\* This replaces the previous memorandum dated August 12, 1991 and included as Attachment 3 to the predecessor agreements.

\*\* Now referred to as CAHO

# ATTACHMENT 4 - Policy Re: Unfunded Residents

Further to the extensive discussions between OCATH\* and PAIRO with regard to unfunded internes and residents, OCATH has received PAIRO's policy statement dated October 31, 1984, regarding such internes and residents and agrees that effective July 1, 1986, no OCATH hospital will permit in its hospital any unfunded internes and residents, save and except those currently in training programs to whom OCATH will apply the policy which is set out as follows:

- A. All internes and residents in teaching hospitals covered by the PAIRO-OCATH Agreement are represented by PAIRO and are entitled to the protection of that Agreement, regardless of the source of funding. Thus, all internes and residents working in the hospitals covered by the PAIRO-OCATH Agreement are entitled to be remunerated in accordance with the Agreement.
- B. All hospitals where internes and residents work shall take immediate steps to ensure that all internes and residents are being paid according to the PAIRO-OCATH Agreement.
- C. All funding sources are urged to take immediate steps to ensure that the internes and residents who are the ultimate recipients of their funds are paid according to the PAIRO-OCATH Agreement.
- D. PAIRO recognizes that it might be unfair, in some circumstances, to interfere with existing arrangements between hospitals and some housestaff despite the fact that such arrangements do not comply with the PAIRO-OCATH

Agreement. In such circumstances where internes or residents are unfunded, PAIRO will not insist that the PAIRO-OCATH Agreement be fully applied to those persons who are now in programs or who have arranged or will arrange to enter programs commencing before July 1, 1986, so long as the salaries and benefits presently being paid are not further reduced. It must be made clear, however, that all individuals entering new programs after July 1, 1986, must be compensated in accordance with the Agreement. In all other respects, PAIRO will expect that hospitals adhere to the PAIRO-OCATH Agreement for all internes and residents working in those hospitals.

**G. Turner** for OCATH

**M. Levine, M.D.** for PAIRO

\* Now referred to as CAHO

## **ATTACHMENT 5 - Letter of Understanding Re: Liability Insurance**

Representative(s) of PAIRO will be permitted to review each Hospital's Liability Policy at a time mutually agreed between PAIRO and each hospital. Each hospital will facilitate the scheduling of such meetings, and a hospital or hospital representative will be present during the review of the liability policy.

It is understood that no copies will be made of the policies but brief relevant notes may be taken.

**P. Hassen** for OCATH\*

**B. Winston, M.D.** for PAIRO

\* Now referred to as CAHO

## **ATTACHMENT 6 - Re: Implementation of Salary**

In the event that the parties voluntarily negotiate a settlement, and subject to ratification by the Teaching Hospitals, member hospitals shall implement applicable new wage rates, if any, on or before the third full pay period following receipt by CAHO of written notice of ratification from PAIRO and shall make retroactive payments on or before the fourth full pay period following receipt of such written notice of ratification.

In the event of an arbitration decision under Article 4, member hospitals shall implement applicable new wage rates, if any, on or before the third full pay

period following receipt by CAHO of such arbitration decision under Article 4 and shall make retroactive payments on or before the fourth full pay period following receipt of such arbitration decision.

## **ATTACHMENT 7 - Letter of Understanding Re: Other Training Programs Leading to CPSO Licensure**

The parties agree that, if the College of Physicians and Surgeons of Ontario (CPSO) establishes or recognizes a program of training as leading to licensure other than through RCPSC or CFPC certification, training in that program will be compensated on a manner consistent with the principles established in respect of RCPSC and CFPC training programs, with training in the first year compensated at the PGY1 level, training in the second year at the PGY2 level, etc.

## **ATTACHMENT 8 - Out of Hospital Call**

Where a service schedules a resident or residents for out of hospital call but the resident or residents regularly spend more than four (4) hours in the hospital on such shift, the parties agree that PAIRO may refer the matter to the Provincial Call Monitoring Committee (\*PCMC), which shall treat the referral in the same manner as a referral to the committee under Attachment 12. PAIRO agrees that the decision as to whether to deem the out of hospital call to be in hospital call is not subject to the grievance and arbitration process.

## **ATTACHMENT 9 - Computer Data Entry**

Residents will not normally be required to enter, or co-sign orders or enter other data into a computer, in addition to being required to enter, or co-sign such orders or enter such other data in a handwritten version.

## **ATTACHMENT 10 - CAHO Status**

Each hospital listed in Attachment 1 confirms that it and its successors (as defined in the Ontario Labour Relations Act) are bound by this Collective Agreement, and that if CAHO ceases to exist or function, a successor to CAHO shall represent the teaching hospitals for all purposes of this Collective Agreement.

## **ATTACHMENT 11 - Letter of Understanding Re: Employment Insurance Hours of Work**

For employment insurance eligibility purposes, the hospitals agree that they will work with PAIRO and the resident involved to ensure that such resident is credited with his or her actual hours worked, rather than any hours recorded for payroll or other administrative purposes.

**K. Sonu Gaiind, MD** for PAIRO

**Hugh Graham** for OCOTH\*

\* Now referred to as CAHO

# **ATTACHMENT 12 -**

## **Re: Article 16 Maximum Duty Hours**

PAIRO and OCOTH\* affirm their support for Maximum Duty Hours provisions set out in Article 16 of this Agreement.

It is agreed to be of benefit to both parties that mechanisms be established to promptly and effectively resolve disputes related to the provisions of this Article brought forward either by a resident or PAIRO.

A Provincial Call Monitoring Committee (PCMC) shall be established consisting of two (2) persons named by PAIRO and two (2) persons named by OCOTH, plus one (1) person named by COFM to serve as a non-voting advisor.

In the event that PAIRO, or a resident, is aggrieved by an alleged breach of Article 16, a representative of PAIRO (with or without the resident) and the resident's hospital program co-ordinator or Program Director shall meet in person or by telephone as soon as practicable after the alleged breach to resolve the matter.

If resolution is not achieved, PAIRO or the resident may bring the alleged violation to the attention of the hospital CEO, or his/her designate, in writing. The Hospital CEO (or designate) shall meet in person, or by telephone, with a representative of PAIRO within five (5) working days after the filing of the complaint. The Postgraduate Dean may also be invited to this meeting at the request of either party.

If the matter cannot be resolved within seven (7) days after the meeting with the Hospital CEO, the

matter may be referred to the PCMC who shall meet within seven (7) working days, either in person or by telephone, for final resolution by the Committee or as it directs.

If the matter is not resolved by the PCMC process, PAIRO may then give written notice to the Hospital of intent to take the matter to arbitration under Article 7 of this Agreement. This does not apply to Attachment 8 issues.

The Provincial Call Monitoring Committee shall meet, in any event, at least three times annually, to discuss the application of this provision and issues arising there from for the purposes of reviewing patterns of alleged violations and to improve the understanding of our respective members on the appropriate administration of this provision.

**Amir Janmohamed, MD** for PAIRO

**Jeff Kolbasnik, MD** for PAIRO

**Brad Sinclair** for OCOTH

\* Now referred to as CAHO

## ATTACHMENT 13 - Letter of Understanding Re: Tuition Fees

The parties agree that should a university commence the process of actively considering a policy to charge tuition fees for residents prior to the June 30, 2011 expiry of the Collective Agreement, the following terms and conditions apply:

PAIRO may raise the issue of reimbursement and indemnification for such fees by the employer during negotiations for the renewal of the Collective Agreement. In this regard, CAHO recognizes that PAIRO may give notice to bargain for a renewal Collective Agreement at any time after it becomes concerned that a university may adopt a policy to charge tuition fees, including during the currency of the 2008 to 2011 Collective Agreement.

Should the matter not be resolved in negotiations, PAIRO may at any time after the commencement of negotiations, and notwithstanding that the 2008 to 2011 Collective Agreement may not have expired, refer the tuition issue to arbitration, and the board of arbitration may determine the tuition issue and any other matters in dispute in accordance with Article 4 of the Collective Agreement. Unless the parties agree otherwise, the renewal Collective Agreement shall be for a one-year period. The parties agree that they shall cooperate to expeditiously schedule and complete any arbitration proceedings.

Should the arbitrator determine that residents are to be reimbursed and/or indemnified for the costs of tuition, the arbitrator shall, as part of the entire award for the renewal Collective Agreement, provide for such reimbursement retroactive to the date of the

effective implementation of tuition. For certainty, this includes a date prior to July 1, 2008. All other issues decided by the arbitrator must fall within the term of the renewal Collective Agreement.

This letter of understanding is without prejudice to any argument CAHO might pursue that the issue of tuition is beyond the jurisdiction of the Board of Arbitration and CAHO's view that the Collective Agreement should not provide for tuition reimbursement. This letter of understanding is also without prejudice to PAIRO's position that reimbursement and/or indemnification for tuition is a matter within the jurisdiction of a board of arbitration, that CAHO does not have the right to argue that reimbursement and/or tuition is beyond the jurisdiction of the Board of Arbitration and that entitlement to reimbursement and/or indemnification for tuition is a matter to be determined separate and apart from entitlement to salary and other monetary increases.

The parties further agree that PAIRO shall not in any way be prejudiced as a result of the parties mutually agreeing to defer the issue of tuition beyond the 2008 to 2011 Collective Agreement, and further agree that the board of arbitration shall determine the tuition issue as if the status quo was that residents were not yet paying tuition fees and in this respect shall not take into account the fact that residents may already have been required to make tuition payments.

## **ATTACHMENT 14 - Letter of Understanding Re: Fact Finder / Job Assessment**

The parties confirm that they are continuing to meet in accordance with their Letter of Understanding re: Fact-Finder/Job Assessment, dated February 8, 1999, and that the process and rights contained under that letter of understanding continue in force under this renewal Collective Agreement. The parties further reaffirm the continuing applicability of the second paragraph of the February 8, 1999 Letter of Understanding.

**Amir Janmohamed, MD** for PAIRO

**Jeff Kolbasnik, MD** for PAIRO

**Brad Sinclair** for OCOTH\*

\* Now referred to as CAHO

## **ATTACHMENT 15 - Letter of Understanding Re: Benefit Plans**

The parties agree that for the currency of this Collective Agreement the benefit plans will remain consolidated among the various paymaster hospitals.

# **ATTACHMENT 16 - Letter of Understanding Re: Application of Collective Agreement to Non-OCOTH\* Sites**

PAIRO, OCOTH and COFM affirm their support for the application of the Collective Agreement to residents in non-OCOTH sites in Ontario.

As a result, it is agreed that, as a condition of the placement of a resident through an affiliated university program, each non-OCOTH site will sign an agreement with PAIRO in the form attached to this Letter as Appendix 1. It is agreed that a resident will not be placed outside of an OCOTH site without such an agreement.

It is also agreed that each site may be provided with a copy of the letter attached as Appendix 2.

Appendix 1 will be signed prior to the placement of the resident.

This Letter of Understanding to the Collective Agreement is to take effect prior to the July 1, 2003 academic year.

**Kevin Lefebvre, MD** for PAIRO

**Ron Sapsford** for OCOTH

**David Walker, MD** for COFM

**Signed this 30<sup>th</sup> day of September, 2002**

\* Now referred to as CAHO

# APPENDIX 1, ATTACHMENT 16 - Letter of Understanding Re: Application of Collective Agreement to Non-CAHO Sites

Letter of Agreement

**BETWEEN:**

“(NON-CAHO SITE)”

(Hereinafter referred to as “the XXXXX”)

- And -

PROFESSIONAL ASSOCIATION OF INTERNES AND  
RESIDENTS OF ONTARIO

(Hereinafter referred to as “PAIRO”)

As a condition of the placement of a resident through an affiliated university program, “XXX” hereby agrees to stand in place of the CAHO Hospitals as the employer for the purposes of the application and administration of the Collective Agreement between CAHO and PAIRO, as amended from time to time, based on the following terms and conditions:

1. Article 19 – Facilities

Unless a site requires residents to work call, Articles 18.2 and 18.3 will not apply.

With respect to 18.9, if a locker is not available, a resident will be provided with a secure location for storage of personal items.

The requirement for a PAIRO Bulletin Board will not apply.

Otherwise the provisions of Article 18 apply.

2. Except for those noted above, all other provisions of the Collective Agreement will apply.

Where the Collective Agreement is renewed, the site may, within 30 days of ratification of the agreement or of an arbitration award, choose to opt-out of this letter of agreement, in which case residents will be withdrawn from and no longer placed at the site.

DATED at                      this    day of    20\_\_.

FOR THE "SITE":

FOR PAIRO

# **APPENDIX 2, ATTACHMENT 16 - Letter of Understanding Re: Application of Collective Agreement to Non-OCOTH\* Sites**

**DATE:** xxx

**TO:** “(NON-OCOTH SITE)”

**FROM:** GARRY CARDIFF, CHAIR, OCOTH.  
DR. DAVID WALKER, CHAIR, COFM

**RE:** Placement of Residents Outside of O.C.O.T.H.  
Hospitals

Post-graduate medical trainees who are registered in approved Ontario university programs are covered by a Collective Agreement between OCOTH and P.A.I.R.O. Therefore, your acceptance of such trainee(s) requires that you execute a Letter of Agreement with P.A.I.R.O. wherein you agree to stand in place of an OCOTH. Hospital as employer of the resident (see attached).

Please find enclosed a copy of the Collective Agreement between OCOTH. and P.A.I.R.O. We recommend that you read it carefully to understand the implications for your organization.

Please be assured that issues relating to salary, benefits, Association dues (Articles 6, 14, 15.7 and 15.8, 19, 21 and 22) will continue to be administered by the teaching hospital designated as the Paymaster for the resident. We have enclosed a list of Paymaster contact information.

Notwithstanding the foregoing, the remainder of the obligations under the Collective Agreement continues to apply and become your responsibility (subject to the exceptions as outlined in the attached Letter of Agreement).

If you should have any questions regarding the Collective Agreement, please feel free to contact Hospital Employee Relations Services at the Ontario Hospital Association, 416-205-1383, or the Council of Teaching Hospitals, 416-205-1329.

---

**Garry Cardiff - OCOTH**

**Dr. David Walker - COFM**

\* Now referred to as CAHO

# **ATTACHMENT 17 - ACADEMIC ROUNDS AND SEMINARS**

## **Letter of Understanding**

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 PAIRO 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 PAIRO and the appropriate University Program representatives with a view to resolving the matter.

# **ATTACHMENT 18 - DAY CARE**

## **Letter of Understanding**

In circumstances where there is a Hospital-based Day Care program where the Hospital has primacy of access to a number of day care spots, the Hospital will use its best efforts to ensure that PAIRO can purchase day care spots. The number of available spots at each hospital will be proportionate to the number of residents at that hospital as of July 1 of each year, relative to the overall employee workforce, physicians, scientists and other professional trainees at the hospital eligible for access to the day care spots to which the hospital has primacy of access. Details of the administration of prepayment by PAIRO and the resident will be arranged between the Day Care and PAIRO.

# **ATTACHMENT 19 -**

## **Electronic Call Schedules**

PAIRO and CAHO agree to establish an Electronic Call Schedule Task Force, comprised of up to three PAIRO representatives, three CAHO representatives and potentially a participant from PGE COFM, to undertake a feasibility study for electronic call scheduling. The Task Force will have its initial meeting within one month of the ratification of the Collective Agreement, with the objective of completing the feasibility study within six months of ratification of the Collective Agreement. The Task Force will seek advice and input from hospital administrators, residency program directors, chief residents and others as required. If the Task Force concludes that electronic call scheduling is feasible, the parties will establish a representative pilot project(s) to commence within six months of completion of the feasibility study.

# ATTACHMENT 20 - Letter of Understanding Maximum Call Calculations – In Hospital Call

1. Where a resident is scheduled on a “one-month” rotation that is not 28 days, the following formula would apply, replacing the 7:28 call limitations. (The reference to numbers of days on service is specific to any individual resident, and reflects the number of working days subtracting, as the Collective Agreement requires in Article 16.3, any time the resident is away from the workplace for any reason, including vacation and leaves):

19-22 days on service - 5 calls

23-26 days on service - 6 calls

27-29 days on service - 7 calls

30-34 days on service - 8 calls

35-38 days on service - 9 calls

2. Where the rotations are more than one month in duration the maximum number of call periods would be determined by dividing the number of days the resident is on the service (i.e. minus vacation, leaves and other absences) by 4, and rounding up if the decimal is equal to or greater than .5, to get the maximum calls over that period. The maximum averaging period is 3 months (even where the rotation is longer than 3 months). However, there would be an overall limitation of 9 calls in any given calendar month, with calls correspondingly reduced in other months of the schedule to make up for this excessive call. For example, if over a 3 month period, a resident was on the service 90 days, 90 divided by 4 equals 22.5 which is rounded up to 23 call periods. However, if the resident were only on the service for 89 days,

89 divided by 4 equals 22.25 which would mean that the resident can only work 22 call periods.

3. As well, the hospitals agree that any and all occurrences of the employer exercising its right under Article 16.1 c(iii) - to schedule a resident for call without notice in exceptional and unexpected circumstances - will be documented by the employer and forwarded to the joint Provincial Call Monitoring Committee at the time it occurs.

## **ATTACHMENT 21 - Non Traditional Work Hours**

“The parties agree that the restrictions under the maximum hour/call provisions in the Collective Agreement on scheduling residents to work hours outside of daytime working hours, including call and shift limitations, may prevent implementation of some alternate scheduling arrangements. As a result, the parties agree that any proposal to schedule residents to work in a manner which violates the provisions of the Collective Agreement providing for night time or weekend call following daytime working hours or providing for shift work, may be implemented, but only following agreement by the parties following discussions at the Provincial Call Monitoring Committee (PCMC). Such new scheduling arrangements may be discontinued by either party with 90 days notice“

## **ATTACHMENT 22 - Letter of Understanding: Patient Care Funds**

On or before April 1, 2007, in consideration of elimination of the meal amount, CAHO will provide PAIRO with \$30,000 for the purpose of establishing a Patient Care Fund. PAIRO will provide matching funds in the amount of \$30,000. The \$60,000 Patient Care Fund will be used by PAIRO for special projects, as determined by PAIRO, for the purposes of providing non-clinical benefits to patients served by PAIRO's membership. A CAHO representative will be invited to participate in the committee established by PAIRO to administer the Fund.

## **ATTACHMENT 23 - Subcommittee – Admin Supplements**

In the 1991-1992 Agreement the parties agreed to establish the following committee. The parties agree to continue in effect the provisions of this attachment to the Agreement.

### **Administrative Supplements**

The parties agree to establish a sub-committee comprised of an equal number of representatives from the Hospitals, PAIRO and COFM to establish and propose to the parties, for the next round of negotiations, a clear and concise definition of "Senior and Chief" residents for the purpose of administrative supplements.

# ATTACHMENT 24 - Letter of Understanding Re: Implementation of Call Stipends

1. Call Stipends were implemented on July 1, 2006, pursuant to Article 23 of the Collective Agreement. Recognizing that some details of implementation may vary on a hospital by hospital basis, the parties nonetheless recognize the importance of some province-wide standards and rules, and a common and consistent approach in certain aspects of the implementation of the call stipends provisions. In this respect, the collective agreement specifically recognizes that the “hospitals have the right to implement reasonable rules to verify that residents are entitled to be paid the in-hospital call stipend for that call.”
2. As a result, the parties have now agreed to the following rules, which will be deemed to be reasonable in the context of the collective agreement:
  - a) Call stipend claims must be submitted to the person(s) designated by the hospitals to receive such claims within 30 days following the end of the month in which the call was worked, save and except for circumstances reasonably beyond the control of the resident. Otherwise, untimely call stipends will not be paid.
  - b) Any call stipend claims which have not been submitted as required by a) above will be paid, so long as they are submitted by July 20, 2007, and relate to call worked on or after April 1, 2007.
  - c) Residents claiming entitlement to a call stipend, including conversion from a home call stipend to

an in-hospital call stipend (or to a qualifying shift stipend) will not be required to obtain sign-off or confirmation from an attending or supervising physician. However, where a hospital demonstrates what it reasonably believes to be an excessive pattern of conversions within a program or service, it may implement reasonable monitoring and sign-off mechanisms for that program or service. Furthermore, PAIRO agrees to facilitate the hospital's efforts in this regard, having regard to the obligation on residents, as physicians and as hospital employees, to conduct themselves in a professional manner.

- d) The hospitals agree to provide the information specified in Article 23.7 of the collective agreement in an excel spreadsheet or equivalent format, in the form that they have been accumulating the information to date for internal review and analysis, including information about any calls converted to in hospital call, but it is agreed that the information provided does not have to include the specific date on which each call or shift was worked, so long as PAIRO is able to determine the amount and kind of call worked by each resident on a monthly basis.

3. PAIRO and CAHO agree to continue to meet on a regular basis to review such other implementation issues or concerns as may arise in relation to the call stipend, with a view to resolving any such matters.

**Signed at Toronto, this 29th day of June, 2007**

For PAIRO  
For CAHO

# ATTACHMENT 25 -

## Letter of Understanding Re: Administrative Rules for Call Stipends

1. Clarification that the sub clause (c) of paragraph 2 of the initial Administrative Rules sign-off applies to individual incidents of call and that the monthly or quarterly sign off by both the Resident and Program Chief or Chief Resident or an administrator, scheduler, etc. would continue to be required where it had previously been required.
2. In circumstances where the sign off official is “not at work” in the same hospital or physical location as the resident, the resident can avoid the inconvenience of obtaining the appropriate signature by emailing their schedule to the sign off official and filing the email response confirming the call frequency within the 30 day deadline. In such circumstances, if the sign off official does not provide to the resident a sign off /confirmatory email by the 30 day deadline the resident will not be paid unless the exception set out in 2a) of the initial Letter of Understanding applies (i.e. circumstances reasonably beyond the control of the resident) [For clarity “not at work” would capture situations where the sign off official is on vacation or an extended absence]. In any case, where the resident cannot obtain timely sign off but believes that the exception set out in 2 a) applies, the resident should submit their call stipend claim with an explanation for there being no sign off and should attempt to obtain the sign off as soon as possible.

3. Any resident that sent in the call information in a timely fashion pursuant to 2a) of the original settlement, but without the sign off, after the date of the original settlement but before the date of notification being provided of this clarifying settlement would not lose payments but would not be paid until the call pattern was verified. In these unique circumstances, the resident could accomplish this verification by signature of the Program Chief or Chief Resident (as appropriate) or by emailing the Program Chief (or administrator) or Resident (as appropriate) and receiving email response confirming the call frequency. A copy of such emails (provided by the resident within 30 days following notification of the signing of this document) will be deemed to be acceptable by the employer for this window of time (i.e. after June 28, 2007 but before October 11, 2007). This paragraph would only apply where signatures have previously been required - but not in new sites that have historically not needed signature - e.g. Mac, UWO.
4. The process described in Item 2 above can be used for non-CAHO hospital call frequency confirmations.
5. PAIRO and CAHO endorse the Hospital for Sick Children's Call Frequency form as a template for use in those hospitals currently requiring sign off, absent any reference to the reasons for conversion.
6. PAIRO and CAHO hereby endorse the St. Mike's electronic call stipend and will mutually encourage and recommend its use to both residents and the hospitals.

7. OB Family Call Language: Where a family medicine resident carries a pager for obstetrics call to fulfill the requirements of the resident's training program, the resident is not entitled to claim the home call stipend unless he or she is required or expected to respond to the page by providing medical care or attendance. Where the resident is required or expected to respond to the page, either the home or in hospital call stipend should be paid, depending on the time in attendance at a delivery, the amount of such call stipends not to exceed the maximums specified in the collective agreement. However, it is agreed that, where the resident is not required or expected to respond to the page, there should be no call stipend paid.
  
8. Where 24-hour weekend in-hospital call (or 24-hour statutory holiday call) is split into two shifts, only the resident working the night call shift will receive the in-house call stipend, unless the employer has already determined or determines in future that each resident will receive the Home Call Stipend. For clarity, the total amount paid for each 24-hour in-hospital call worked will be \$103 (increased to \$105).

**SIGNED at Toronto, this 4th day of October, 2007.**

**Alim Pardhan, MD** for PAIRO

**Kevin Ramchandar, MD** for PAIRO

**Robert Bass** on behalf of

**Mary Catherine Lindberg** for CAHO

## **ATTACHMENT 26 - Letter of Understanding: Information to PAIRO**

As discussed during bargaining, the Hospitals recognize that PAIRO should continue to receive the following information, provided to PAIRO through the universities/ OPHRDC, in order for PAIRO to carry out its obligations in representing residents, including administering the LTD plan: email and, where available, second email; university centre; CPSO number, birth date, gender, funding pool and group, source of funding, legal immigration status, start date, and end date.

## **ATTACHMENT 27 - Letter of Understanding Re: Post Call Travel Safety**

The parties will meet to discuss mechanisms for ensuring resident safety in relation to driving home after being on call.

**Notes:** \_\_\_\_\_