



**2022 – 2025
Resident Doctors of
British Columbia:
Summary of Changes**

November 2022

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PREAMBLE

The following sets out the elements of the tentative agreement reached between HEABC and the Resident Doctors of British Columbia on October 28, 2022. This document provides in detail the new or changed provisions of the Collective Agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Unless specifically stated in the Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect retroactive to April 1, 2022.

Amend the Collective Agreement, by changing the following:

PREAMBLE

WHEREAS the parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report. We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

Amend the Collective Agreement, by adding the following Article

ARTICLE I – DEFINITIONS

...

“Clinical Handover” occurs at the conclusion of a shift and includes communication with incoming team members to ensure appropriate continuity of care.

Amend the Collective Agreement by moving the Memorandum of Understanding re: Article 2 – Union Recognition and the Letter of Understanding re: Union Deductions into Article 2 of the Collective Agreement.

ARTICLE 2 – UNION RECOGNITION

2.2 Union Deductions

- (a) Each Resident shall, as a condition of continuing employment, authorize a deduction from their pay cheque of an amount fixed from time to time by RDBC. The Employer shall ensure that at the commencement of their employment, each Resident is provided with the electronic dues deduction authorization form contained in ~~the Letter of Understanding “Union Deductions.”~~ Article 2.02(e). Each Resident will complete the electronic form.

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

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

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- (c) The Employer upon receipt of the listing will, through the Associate Dean or Program Director or his/her designate, contact the Resident(s) and draw to their attention the requirements of Article 2.02.
- (d) RDBC, in turn, will cooperate in the dues deductions procedure by endeavouring to fully utilize the orientation meeting provided in Article 2.05 and other available means of communication with its membership in order to advise Residents of their responsibilities under this Article 2.02.
- (e) Each Resident is required, as a condition of employment, to authorize deduction of RDBC dues, or an amount equivalent to RDBC dues, from their remuneration. Therefore, please provide your authorization by signing the statement below:

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

Signature

Date

Amend the Collective Agreement, by adding the following Article

2.08 Protected Time for RDBC Representatives

RDBC representatives will be entitled reasonable time while on duty, without loss of regular pay and benefits, to perform ~~their duties~~ business authorized by RDBC provided that they have received prior consent from their ~~supervisor~~ Program Director. The discretion of the Program Director shall not be unreasonably exercised, taking into consideration the operational and educational requirements of the Program. ~~Made every endeavour to complete their business in as short a time as possible, and that they do not interrupt the operations of the Employer.~~

Amend the Collective Agreement, by adding the following Article

ARTICLE 4 - ARBITRATION

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

~~D. McPhillips~~

~~J. McConchie~~

J. Nichols

C. Bell

K. Saunders

R. Noonan

A. Matacheskie

J. De Aguayo

M. Brown

Upon mutual agreement, the parties may amend the list of arbitrators at any time, or choose an arbitrator who is not on this list.

Amend the Collective Agreement, by adding the following Article

ARTICLE 7 – COMPASSIONATE LEAVE

7.01 When a Resident has been granted a compassionate leave of absence from a Residency Program, the Employer will grant leave from employment and compensate the Resident for a compassionate leave of up to three (3) days with pay in the event of death or serious illness of a Resident's spouse (including common-law), ~~son, daughter,~~ child (including step or loss of pregnancy after twenty (20) weeks), mother, father parent (including step), sister, brother sibling (including step), grandmother, grandfather grandparent (including step), mother-in-law, father-in-law parents-in-law, legal guardian, or legal ward.

See Article 34 – Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Residents.

Amend the Collective Agreement, by adding the following Article:

ARTICLE 8 – EDUCATIONAL LEAVE

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

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

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

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

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

the College of Family Physicians of Canada, the Corporation Professionnelle des Medecins du Quebec.

For the Royal College of Physicians and Surgeons of Canada examinations, reasonable travel time is deemed to be two unscheduled days prior to the examination, and an unscheduled day following the examination for the purposes of travel. For examinations for LMCC, the College of Family Physicians of Canada, and the Corporation Professionnelle des Medecins du Quebec, reasonable travel time is deemed to be one unscheduled day prior to the examination, and an unscheduled day following the examination for the purposes of travel in excess of 100 kilometers or which requires sea or air travel.

A Resident shall be granted unpaid leave for the purpose of taking American professional certification examinations. Requests for such unpaid leave shall be made in writing. The Resident shall give at least four (4) months' notice of intention to sit examinations and three (3) weeks' notice of the actual dates of the examinations.

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

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

Amend the Collective Agreement, by amending the following Article.

ARTICLE 9 – MATERNITY/PARENTAL ADOPTION LEAVE

Article 9.01(c)(ii) – Parental Leave – Special Circumstances

(ii) A Resident is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth of a child or the termination of the pregnancy, she is they are unable to return to work when her their leave ends under Article 9.01 (A) or Article 9.01 (B).

<p>Interpretation/Comments</p> <p>Housekeeping- gender neutrality. Consistent with the rest of the Collective Agreement, the parties agreed to update the parental leave language to gender-neutral terminology.</p>

Amend the Collective Agreement, by amending the following Article:

ARTICLE 10 – SICK LEAVE AND MEDICAL EXAMINATIONS

10.01

(a) Subject to paragraph (b) below, a Resident will not suffer loss of pay or benefits due to sickness or accident while in a Residency Program for a maximum of 5 months per Academic Year, prorated for partial years. Coverage under this paragraph shall commence on the first day on which the Resident carries out the duties of a Residency Program. After the Resident has exhausted the 5 months of sick leave and benefit coverage per Academic Year, the Resident will be placed on unpaid leave without benefits coverage. If a Resident has exhausted the 5 months of sick leave, they must return to work for sixty days (60) before they are entitled to receive an additional 5 months of paid sick leave.

(b) The sick leave allocation outlined in paragraph (a) is replenished on the first day of each Academic Year, subject to the exceptions below:

(i) **Absence over two Academic Years:** Where a Resident is accessing sick leave in an Academic Year and their absence continues into the following Academic Year for the same medical condition, the Resident will continue to access any unused sick leave days from the previous Academic Year's sick leave allocation. The Resident's new sick allocation will not be replenished until they have returned to

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work for sixty (60) days. For clarity, the Annual Sick Leave Entitlement must not be combined to permit more than 5 months of sick leave arising from the same illness or injury in any twelve-month period.

- (ii) **Return to work from long-term disability:** Where a Resident is returning to work from long-term disability, the Resident's new sick allocation will not be replenished until they have returned to work for sixty (60) days; and

- (c) Any time a Resident exhausts their sick leave allocation, the Resident will be placed on unpaid leave without benefits coverage. For clarity, entitlements the Resident may have pursuant to Article 12 remain intact while on unpaid leave. The Resident's sick leave allocation will not be replenished in the next Academic Year until they have returned to work for sixty (60) days.

- (d) Residents are not entitled to any paid sick leave if they are in receipt of long-term disability benefit payments under the plan described at Appendix A.

- (e) A Resident whose appointment to a Residency Program has not been renewed, and whose injury or illness causing disability occurs during the term of their appointment, shall be deemed to be on leave of absence without pay for the period between the Termination of their appointment and the effective date of disability coverage.

Amend the Collective Agreement, by adding the following Article:

ARTICLE 11 – STATUTORY HOLIDAYS

11.1 Each Resident will receive a paid day off at their normal rate on or before the following statutory holidays and any other general holiday proclaimed by the federal or provincial government:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
<u>Day of Truth and Reconciliation</u>		

11.2 If a statutory holiday falls within a Resident's vacation, or on their regularly scheduled day off, or when they are on call as per Article ~~19.02-20.01~~, the Resident shall receive an alternate day off without loss of pay. Residents will make reasonable efforts to take the alternate day off without loss of pay in the block it is earned. Regardless, a Resident can take this alternate day within 12 months of earning it on a date mutually agreed between the Resident and the Residency Program.

11.3 Part-time Residents will receive the following pay for statutory holidays as set out in Article 11.01.

Days Paid per Calendar Year x Regular Pay x Thirteen (13) ~~Twelve (12)~~

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11.4 Every Resident shall be entitled to at least five (5) consecutive days off during the ~~twelve (12)~~ fourteen (14) day period that encompasses Christmas, New Year's Day and two (2) full weekends. Those five (5) days off are to account for the three (3) statutory holidays, Christmas Day, Boxing Day, New Year's Day, and two (2) ~~weekend days~~ 24-hour periods of scheduled non-working time.

11.5 Work on Statutory Holiday

If a Resident is scheduled to ~~start~~ work on a statutory holiday as identified in Article 11.01 and does work as scheduled, the Resident shall be paid double (2X) their normal rate and in addition will receive another day off with pay; except for Good Friday, Christmas Day and Labour Day when the remuneration shall be at the rate of double time and one-half (2.5) their normal rate, plus a day off in lieu of the holiday.

...

Amend the Collective Agreement, by adding the following Article, and amending the benefits booklet accordingly:

ARTICLE 15 – MEDICAL, EXTENDED HEALTH AND DENTAL PLAN, GROUP LIFE AND LONG-TERM DISABILITY

...

15.4 Extended Health Plan

Effective January 1, 2023, the Employer will pay ninety percent (90%) of the monthly premium and the Resident will pay ten percent (10%) 100% of the monthly premium for extended health benefit coverage for Residents and their dependents under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage; ~~the deductible for extended health benefit coverage will be increased to \$75.00. The plan benefits will include:~~

- (a) The maximum lifetime amount payable per eligible Resident or eligible dependent shall be unlimited.; ~~and,~~
- (b) The allowance for vision care will be \$225.00 every twenty-four (24) months per eligible Resident or eligible dependent.; ~~and, Effective January 1, 2023, the allowance for vision care will be \$500.00 every twenty-four (24) months per eligible Resident or eligible dependent (excluding eye exams).~~
- (c) Effective January 1, 2023, the allowance for eye exams will be \$100.00 every twelve (12) months per eligible Resident or eligible dependent.
- (d) ~~(e)~~The allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible Resident or eligible dependent.
- (e) ~~(d)~~The Extended Health Direct Pay Card similar to "Bluenet".
- (f) ~~(e)~~"A Medical Referral Transportation Benefit" comparable to standard plans that provide coverage for out-of-town travel for a Resident or dependent who is referred to a specialist or is referred for medical treatment.
- (g) ~~(f)~~Reinstatement of pharmacare-tie in is effective January 1, 2013 on prescription drugs; maintain exclusion of lifestyle drugs; add reference to low-cost alternatives and referenced-based priced drugs.
- (h) ~~(g)~~Contraceptives (including oral, injectables and IUD).

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- (i) Effective January 1, 2023, fees of a registered psychologist, registered clinical counsellor, and registered social worker up to a combined maximum of \$2000 per eligible Resident or dependent per calendar year.

Effective January 1, 2024, coverage for up to \$500 per policy year per eligible Resident for a health spending account, eligibility as described under the existing Pacific Blue Cross plan or any other plan providing equivalent coverage. The health spending account is available to claim unpaid balances or expenses on any item or service allowed under the *Income Tax Act* of Canada as a medical expense that is not covered under the existing plan.

- 15.5** ~~Effective January 1, 2023, the Employer will pay ninety percent (90%) of the monthly premium and the Resident will pay ten percent (10%)~~ 100% of the monthly premiums for dental benefits.

Coverage will be:

- a) One hundred percent (100%) of the cost of the basic existing plan "A";
- b) Sixty percent (60%) of the cost of the extended plan "B" and;
- c) Sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan) subject to a lifetime maximum payment of \$2,750.00 per eligible Resident or eligible dependent with no run-offs for claims after Termination of employment.

A Resident is eligible for orthodontic services under plan "C" after twelve (12) months' participation in the plan.

The dental plan will cover Residents and their eligible dependents under the Pacific Blue Cross plan, or any other plan providing equivalent coverage.

- 15.6** The Dental Plan shall cover Residents, their spouses (including common law) and children who are eligible and acceptable to the plan, provided they are not enrolled in another comparable plan.

- 15.7** The Employer shall provide a mutually acceptable long-term disability insurance plan (the "Plan"). The Employer shall pay one hundred per cent (100%) of the premium. A copy of the Plan shall be attached as Appendix "A".

The Plan design will include, among other things:

- a) Coverage at 66.67% or greater
- b) 2 years own occupation
- c) Thereafter, any occupation
- d) To age 65 years
- e) 5 month qualification period
- f) Indexing coverage for claimants for inflation every 4 years
- g) Successive disabilities as described in the Plan
- h) Continuation of coverage as described in the Plan

15.08 Group Life Insurance Plan

Regular full-time and regular part-time Residents shall, upon completion of three (3) months' employment, become members of a Group Life Insurance Plan.

The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000). ~~Effective January 1, 2013, the Employer will pay ninety percent (90%) and the Residents will pay ten percent (10%). Effective January 1, 2023, the Employer will pay 100%~~ of the monthly premiums for The Group Life Insurance Plan.

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

15.10 Upon Termination of employment, all health and welfare benefits (except MSP) to which a Resident is entitled shall terminate.

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

15.12 Until January 1, 2023, the monthly premiums paid by the Employer and Resident referenced at Articles 15.04, 15.05, 15.08 shall remain as outlined in the prior 2019-2022 Collective Agreement.

Amend the Collective Agreement, by adding the following Article

ARTICLE 16 – FACILITIES FOR RESIDENTS

16.07 Internet Access

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

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

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

(Delete MOU Re: Internet Access)

Amend the Collective Agreement, by adding the following Article

ARTICLE 17 – UNIFORMS AND PAGERS

17.02 ~~Pagers~~ Mobile Device

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

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

Effective January 1, 2023, Residents required to use a personal smartphone for work purposes, pursuant to Employer mobile device policies, will be provided with a payment of \$600 annually (prorated for partial years) to help defray the costs of the Resident's mobile device service plan.

Amend the Collective Agreement, by adding the following Article

ARTICLE 18 – GENERAL CONDITIONS

18.02 CMPA

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

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

All Residents will be required to maintain Canadian Medical Protective Association (CMPA) coverage. Effective July 1, 2023, Residents will be reimbursed by the Employer for the cost of CMPA dues.

In the event that CMPA coverage is not available due to the Resident taking an assignment outside of Canada or any other reason, the Resident is required to maintain alternative equivalent coverage at the Resident's expense.

Amend the Collective Agreement, by changing the following Article

ARTICLE 19 - SCHEDULING

19.01

- (a) A Resident shall be scheduled by the Employer to work a reasonable number of hours. The Employer will undertake to limit the average number of hours, having due regard for sound patient care and treatment and the educational requirements of the Residency Program.
- (b) In the event that government, a regulatory body or tribunal, or an educational institution introduces legislation, regulations, rules, policies or guidelines regarding the hours or lengths of shifts that Residents may work or be scheduled to work, HEABC and RDBC will discuss forthwith any conflict between the legislation, regulations, rules, policies or guidelines and the provisions of this Agreement, and whether any consequential changes should be made to this Agreement.
- (c) In preparing schedules, the Employers will be governed by the following:
 - (i) Scheduled duty assignments must be separated by not less than eight (8) non-working hours. For clarity, this does not include the scheduling of call shifts immediately following regular duty hours.
 - (ii) There shall be at least two (2) twenty-four (24) hour periods of scheduled non-working time per two (2) week period.
 - (iii) Residents shall not work more than two (2) consecutive nights on-call in any seven (7) day period.
 - (iv) (iv) If, while on a shift of 24 hours or longer, a Resident is prevented from obtaining at least ~~four (4)~~ six (6) consecutive hours uninterrupted by any duty assignments for purposes of rest, the Resident shall be relieved of duty no later than two (2) hours of completing the call shift or by 10:00 a.m. (whichever is earlier), subject to the Resident's obligation to ensure continuity of care. On any such shift, Residents may only be assigned ~~clinical responsibilities~~ Clinical Handover that can reasonably be completed no later than two (2) hours of completing the call shift or by 10:00 a.m. (whichever is earlier), unless exigent circumstances, such as a patient emergency, necessitates otherwise. ~~The assignment of a duty that will require a Resident's service subsequent to later than two (2) hours of completing the call shift or 10:00 a.m.~~

19.2 Process for Applying for Variation of Scheduling Principles

On those services or rotations where strict application of Article 19.01 may be in conflict with the educational and service requirements of the Residency Program, the parties agree to the following process to determine whether accommodations can be made:

- (a) The Employer of its own volition or on behalf of the Associate Dean, or a Program Director, may request variance to Article 19.01 specific to the rotation, or service.
- (b) An ad hoc committee will be struck of equal representation from RDBC and the Employer and should the Employer choose, a member from the Residency Program seeking an accommodation. Under no circumstances will that individual be a Resident Physician.
- (c) The committee will meet and make a best effort to find a mutual agreement to the issue before it.
- (d) A mutual agreement of the committee will be accepted as a variation to the Collective Agreement for the specific Resident(s) and without prejudice to the position of either party with respect to the meaning or interpretation of other terms of the Collective Agreement for the duration of the term of the Collective Agreement.
- (e) Such agreements will be confirmed in letters of understanding between the parties.
- (f) The committee will have thirty (30) days from the date that a request for an accommodation is made to meet and issue its decision.

Failing informal resolution, either RDBC on behalf of its members, or the Employer on behalf of the Residency Program, or singularly, within ten (10) days of taking the position that resolution cannot be reached may refer the matter to Julie Nichols or another individual by mutual agreement, for an expedited arbitration. The party referring the matter to the arbitrator shall ensure that the other party is notified.

The arbitrator will have the ability to seek clarification from the parties.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. Those decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

Each party shall submit to the arbitrator its written position, rationale, and any supporting documentation within ten (10) days of referring the matter to arbitration. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

The arbitrator will issue a final and binding award within ten (10) days of receiving the submissions of the parties. The award shall be short and concise.

The parties shall share equally the fees and expenses of the arbitrator.

It is understood that it is not the intention of either party to appeal a decision under this section.

With the passage of time the basis upon which an arbitrator made his-~~his~~ their decision may change. If the basis for the decision changes, either party may reinitiate the process up to and including referral to expedited arbitration.

RDBC retains the right to file a grievance regarding violations to Article 19.01. Should that occur, the process outlined in this article shall apply.

19.3 Definition of Weekend

Weekend is defined as the time period from 8:00 a.m. Saturday to 8:00 a.m. Monday.

19.4 Flexible Days Off

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

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

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

Amend the Collective Agreement, by changing the following Article

ARTICLE 20 – CALL SHIFTS

20.1 Definitions

Call Shifts

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

“Out-of-Hospital Call” means the Resident is scheduled to be available, but not required to remain onsite for the scheduled call time period. If onsite attendance is needed, the Resident shall be required to come in. Out-of-Hospital call does not include “day call” during regular working hours of service Monday to Friday. Where a Resident is scheduled to provide Out-of-Hospital call (including back-up call) as support for the in-hospital service, this shall be paid and scheduled as Out-of-Hospital call.

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

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

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

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

“Weekend Overnight Call” means in-Hospital Call or Out-of-Hospital Call that is scheduled for and lasting twelve (12) hours or more between 5:00 p.m. And 8:00 a.m. On a Weekend.

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

“Weekend Call” means In-Hospital Call or Out-of-Hospital Call lasting for a minimum of 24-hours that is scheduled and worked between Saturday 8:00 a.m. And Monday 8:00 a.m.

“Converted Weekend Call” means the Resident is scheduled for a Weekend Call that is Out-of-Hospital Call, but is required to work more than four (4) consecutive hours on-site during the call period, of which more than one (1) hour is past 11:00 p.m. And before 6:00 a.m., or work eight (8) or more hours on-site during the call period.

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

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

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

20.2 Call Scheduling

- (a) Termination of call requirements and scheduling of call within Residency Programs are Academic matters. The call schedules shall be circulated by the Residency Programs ~~one month~~ thirty (30) days prior to the period shown in the call schedule to RDBC, ~~to the Working Group~~ and to those Residents scheduled to be on call. The Residency Program will attempt to advise the Resident of any changes to the schedule two weeks in advance.

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

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

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

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

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

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

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

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

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

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

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- (B) The maximum averaging period is three (3) ~~months-blocks~~ even when the rotation is longer than three (3) ~~months-blocks~~.
- (v) Pregnancy – If recommended in writing by their treating physician, midwife or nurse practitioner, pregnant Residents shall not be scheduled for call after the twenty-fourth week of gestation. If a Resident is relieved of call as a result of this provision ~~she-they~~ shall not, post-pregnancy, be required to make up the call that was missed.
- (vi) If scheduled for a combination of In-Hospital Call and Out-of-Hospital Call, the Resident shall be scheduled on a maximum one-in-three (1:3) basis, consistent with Article 20.02 (b)(ii).
- (c) Call schedules shall include the following information:
- Hospital name;
 - Service;
 - Call period;
 - Resident name;
 - Type of call (in-hospital or out-of-hospital);
 - Vacation, lieu days, and other scheduled leaves;
 - Weekends and statutory holidays clearly identified;
 - Contact information for the scheduler;
 - Contact information for on-call staff; and
 - Date and time the schedule was made.

Amend the Collective Agreement, by changing the following Articles

ARTICLE 21 – CALL PAYMENT ADMINISTRATION

21.1 Definitions

Call Funds

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

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

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

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

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

“Total Expenditure” means the total funding available for call payments in each Academic Year, ~~excluding the Additional Call Funds and the Reserve Funds.~~ The Total Expenditure for the ~~2018/19~~ 2022/23 Academic Year ~~is was \$5,142,153~~ \$7,977,417. The amount of funding comprising the Total Expenditure in each subsequent Academic Year will vary from the Total Expenditure for the ~~2018/19~~ 2022/23 Academic Year proportionately on the basis of a change to the number of Residents enrolled in the Residency Programs, and will be set prior to the commencement of each Academic Year.

“Excess Pool” means a discrete funding pool consisting of \$500,000 for the 2023/2024 Academic Year and the 2024/2025 Academic Year.

21.2 ~~Additional Call Funds~~ Excess Pool

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

The Excess Pool are to be administered by RDBC, pursuant to the MOU re. Committee to Address Resident Scheduling Issues.

21.3 Payment Eligibility

~~Prior to the start of the 2019/2020 Academic Year, the call payment rates set out in the 2014-2019 Collective Agreement apply and consist of the following:~~

- ~~(i) Overnight Call Shift that is an In-Hospital Call – \$100~~
- ~~(ii) Overnight Call Shift that is an Out-of-Hospital Call – \$50~~
- ~~(iii) Weekend Day Call Shift and Evening Call Shift that are In-Hospital Call – \$50~~
- ~~(iv) Converted Call Shift – \$100~~
- ~~(v) Full Weekend Call Shift that is an In-Hospital Call – \$200~~
- ~~(vi) Full Weekend Call Shift that is an Out-of-Hospital Call – \$100~~

- (a) ~~For the 2019/2020 Academic Year, the 2020/2021 Academic Year and the 2021/2022 Academic Year, subject to Article 21.05 (b) and (d) below, as applicable, the following call payment rates apply. Commencing Block 8 of the 2022/23 Academic Year and subject to Article 21.05(c), the following call payment rates apply:~~

- ~~(i) Evening Call - \$70~~
- ~~(ii) Weekday Overnight Call that is an In-Hospital Call - \$140~~
- ~~(iii) Weekday Overnight Call that is an Out-of-Hospital Call - \$70~~
- ~~(iv) Converted Weekday Overnight Call - \$140~~
- ~~(v) Weekend Day Call - \$105~~
- ~~(vi) Weekend Overnight Call that is an In-Hospital Call - \$210~~
- ~~(vii) Weekend Overnight Call that is an Out-of-Hospital Call - \$105~~
- ~~(viii) Converted Weekend Overnight Call - \$210~~
- ~~(ix) Weekend Call that is an In-Hospital Call - \$315~~
- ~~(x) Weekend Call that is an Out-of-Hospital Call - \$105~~
- ~~(xi) Converted Weekend Call – \$210~~

- (b) ~~Until the rates referred to in Article 21.02(a) take effect, the parties agree that the call payment rates as outlined in the prior 2019-2022 Collective Agreement, and as previously agreed upon by the parties pursuant to the Working Group in the MOU re Call Workload and Scheduling Group, continue to apply. Working Group established in the MOU Re Call Workload and Scheduling (“Working Group”).~~

21.4 Payment Administration

- (a) Each Resident claiming payment for call shall submit the monthly reimbursement form to the RDBC office with signed verification by the Resident of the accuracy of the call information and claim for payment.

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- (b) RDBC shall submit the Residents' claims for payment to the paying agency in a manner acceptable to the paying agency so it can process payments to Residents on a timely basis.
- (c) RDBC shall be compensated for its reasonable labour costs for administering this call payment scheme.
- (d) The protocols and administrative processes necessary for the implementation of this Call Payment Scheme were developed by a Joint Implementation Committee ("JIC") comprised of two representatives from HEABC and two representatives from RDBC. The JIC shall continue to exist and will meet on an as needed basis and the protocols and administrative processes developed by the JIC will continue to apply.

21.5 Expenditure Management

~~(a) If, at the end of the 2018/2019 Academic Year,~~

~~(i) The Total Expenditure is at least \$200,000 greater than the Actual Expenditures, the difference between them minus a contingency of 1% will be distributed in accordance with the Memorandum of Agreement Re: Professional Expenses Benefit and the 1% contingency will be added to the Total Expenditure for the preceding Academic Year;~~

~~(ii) The Total Expenditure exceeds the Actual Expenditures by less than \$200,000, the surplus amount will be added to the Total Expenditure for the following Academic Year; or~~

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

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

~~(B) Subject to Article 21.05(b) below, reducing the call payment rates commencing as close as practicable to the start of the following Academic Year, such that the projected over-expenditure should be recovered over the course of the following Academic Year.~~

~~(b) HEABC will inform RDBC in writing of any proposed reduction to the call payment rates pursuant to Article 21.05(a)(iii) above, as soon as practicable. If a reduction to the call payment rates is proposed, within 15 days of being notified, RDBC may request that HEABC consider certain alternatives to reducing the call payment rates, which HEABC will consider before making a final decision on the rates.~~

~~(c) Subject to Article 21.05 (e) below, the following provisions take effect at the start of the 2019/2020 Academic Year, and apply for the 2020/2021 Academic Year and the 2021/2022 Academic Year:~~

~~(d) (a) At the conclusion of the first half of the Academic Year, HEABC will determine the call payment rates for the following Academic Year. If the Projected Actual Expenditures~~

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exceed the Total Expenditure by more than ~~\$200,000~~ \$300,000, subject to ~~Article 21.05(d)~~ Article 21.05(c) below, the projected over-expenditure will be ameliorated by:-

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

~~(B) R~~-reducing the call payment rates commencing at the start of the following Academic Year, such that the projected over-expenditure should be recovered over the course of the following Academic Year.

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

~~(A)~~ (i) ~~The Total Expenditure is at least \$200,000~~ \$300,000 greater than the Actual Expenditures, the surplus amount minus a contingency of 1% will be distributed to Residents using a weighted proportional allocation based on the number and types of call worked by each individual Resident within the Academic Year, unless otherwise agreed upon by RDBC and HEABC. ~~Added to the Additional Call Funds for the following Academic Year and t~~ The 1% contingency amount will be added to the Total Expenditure for the following Academic Year;

~~(B)~~ (ii) ~~The Total Expenditure is no more than \$200,000~~ \$300,000 greater than the Actual Expenditures, the surplus amount will be applied to the Total Expenditure for the following Academic Year; or

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

1. ~~Adding any available Reserve Funds to the Total Expenditure and, if necessary;~~

2. ~~Deducting~~ deducting the over-expenditure from the Total Expenditure for the following Academic Year.

~~(c)~~ ~~(d)~~ HEABC will inform RDBC in writing of any proposed reduction to the call payment rates pursuant to ~~Article 21.05(e)(i)~~ Article 21.05(a) above, prior to the commencement of the upcoming Academic Year, as soon as practicable following the University of British Columbia's determination of the number of Residents enrolled in the Residency Programs for the upcoming Academic Year. If a reduction to the call payment rates is proposed, within 30 days of being notified, RDBC may request that HEABC consider certain alternatives to reducing the call payment rates, which HEABC will consider before making a final decision on the rates.

~~(d)~~ ~~Any Reserve Funds remaining at the conclusion of the 2020/2021 Academic Year will be paid out as part of the Professional Expense Benefit for that Academic Year.~~

~~(e)~~ ~~The following provisions apply for the duration of the term of the Collective Agreement:~~

~~(d)~~ ~~(+)~~ The Employer has the right to audit the call data at the level of individual Resident and/or administrative processes for which RDBC has responsibility.

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(e) (ii) In order for HEABC to determine if a reduction to the call payment rates is warranted for an Academic Year in accordance with Article ~~21.05(a)~~ ~~21.05(a)(iii)~~ or Article ~~21.05(e)(i)~~ above, RDBC will provide HEABC with a record of all claims submitted for payment by Residents and paid out by RDBC as soon as practicable and no later than two months subsequent to the conclusion of each block. RDBC will also provide HEABC with a record of all claims submitted for payment by Residents that were rejected for payment by RDBC as soon as practicable and no later than two months subsequent to the conclusion of each block.

Amend the Collective Agreement, by changing the following Article

ARTICLE 22 – ALLOWANCES AND STIPENDS

22.1 Mileage

A Resident, scheduled by the Program Director to be on-call (off site) and who is called back or who is required to provide services at multiple sites on the same call shift shall receive:

- (a) An allowance equal to the maximum allowable per kilometer rate under the Canada Revenue Agency automobile allowance rates as adjusted from time to time of fifty cents (\$0.50) per kilometer; or
- (b) Taxi fare from home to the hospital and return.

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

22.2 Administrative Allowance

Definitions

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

“~~Master Chief Principal Resident~~” means the Resident formally designated by their Program Director as the ~~Master Chief Principal Resident~~ for the following list of Residency Programs with Distributed Residency Training Tracks:

- (a) Family Medicine
- (b) Psychiatry

- (c) Emergency Medicine
- (d) Internal Medicine
- (e) Pediatrics

The ~~Master Chief Principal~~ Resident (s) have responsibility for certain Residency Program-wide initiatives.

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

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

General

- (a) The designation of Residents as ~~Chief Lead~~ (Administrative) Resident, and ~~Master Chief Principal Resident~~ (collectively, “~~Chief Lead Resident Positions~~”) are Academic matters. The appointment of Residents to any of the ~~Chief Lead Resident Positions~~ must be approved in writing by the Associate Dean before they are effective.
- (b) No Resident may hold more than one of the ~~Chief Lead Resident Positions~~ at one time, with one exception: ~~Master Chief Principal Residents~~ may also serve as ~~Chief Lead (Administrative) Resident~~ for their Residency Program.
- (c) The administrative allowances and stipends described below shall be increased by the same percentage and at the same time as the general wage increases.
- (d) In the event that the Associate Dean advises the Employer that a Resident holds one of the ~~Chief Lead Resident Positions~~ for only part of an Academic Year, or if two (2) Residents are co-appointed to one of the ~~Chief Lead Resident Positions~~, the Employer will pro-rate the amount of the allowance accordingly. Further co-sharing of the ~~Chief Lead Resident Positions~~ and prorating of the payments will only be permitted in exceptional circumstances with approval by the Associate Dean.

~~Master Chief Principal Resident~~

- (e) The Employer shall pay the ~~Master Chief Principal Residents~~ an annual administration stipend of ~~\$2000~~ \$2,163.32 as compensation for assigned administrative functions including but not limited to the following:
 - (i) Acting as the liaison between Residents and ~~Chief Lead (Administrative) Residents~~ in the Residency Program about specific issues;
 - (ii) Coordinating Resident representatives on committees;
 - (iii) Representing the Residency Program (across all sites) at meetings;
 - (iv) Communicating Resident issues arising within the Program to the Program Director;
 - (v) Assisting with Resident orientation;

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- (vi) Organizing regular Chief Lead Resident meetings; and
- (vii) Coordinating Resident input for accreditation.

Chief Lead (Administrative) Resident

- (f) The Employer shall pay the Chief Lead (Administrative) Resident an administrative allowance as compensation for assigned administrative functions including, but not limited to, the following:
 - (i) The preparation of all schedules and on-call rotations;
 - (ii) Organizing and scheduling of department rounds;
 - (iii) Acting as liaison between house staff and senior staff;
 - (iv) Acting as a resource person for Residents for the purpose of teaching, supervision, peer review, appointments to appropriate committees; and
 - (v) Attendance at meetings as required to discuss matters related to the Residency Programs.

- (g) The Chief Lead (Administrative) Resident’s administration allowance will be paid on a monthly basis in accordance with the chart below. The amount is based on the number of full-time equivalents in the Residency Program for which the Resident is the Chief Lead (Administrative) Resident:

First Pay Period After April 1, 2019-2022

Number of FTE	Administrative Allowance (total per Academic year)	
Fewer than 3	\$0.00	
3 to 4	\$1,222.48	\$1,322.31
5 to 10	\$2,444.97	\$2,644.63
11 to 15	\$3,056.20	\$3,305.77
16 to 20	\$3,667.45	\$3,966.94
21 to 25	\$4,278.69	\$4,628.09
26 to 30	\$5,501.17	\$5,950.39
31 to 35	\$6,723.63	\$7,272.68
36 to 40	\$7,334.89	\$7,933.86
41 to 45	\$7,946.14	\$8,595.02
46 to 50	\$9,168.60	\$9,917.31
51 to 55	\$10,391.10	\$11,239.64
56 to 60	\$11,002.33	\$11,900.79
61 to 65	\$11,613.58	\$12,561.95
<u>Principal Resident</u>	\$2,163.32	

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For illustrative purposes only, assuming the maximum increases described at Article 23.01 (b) and (c) and under the MOA re Cost of Living Adjustment are triggered, the allowances for Lead (Administrative) Residents and Principal Residents are as follows:

Effective First Pay Period After April 1, 2023

<u>Number of FTE</u>	<u>Administrative Allowance (total per Academic year)</u>
<u>Fewer than 3</u>	<u>\$0.00</u>
<u>3 to 4</u>	<u>\$1,411.57</u>
<u>5 to 10</u>	<u>\$2,823.14</u>
<u>11 to 15</u>	<u>\$3,528.91</u>
<u>16 to 20</u>	<u>\$4,234.71</u>
<u>21 to 25</u>	<u>\$4,940.49</u>
<u>26 to 30</u>	<u>\$6,352.04</u>
<u>31 to 35</u>	<u>\$7,763.59</u>
<u>36 to 40</u>	<u>\$8,469.40</u>
<u>41 to 45</u>	<u>\$9,175.18</u>
<u>46 to 50</u>	<u>\$10,586.73</u>
<u>51 to 55</u>	<u>\$11,998.32</u>
<u>56 to 60</u>	<u>\$12,704.09</u>
<u>61 to 65</u>	<u>\$13,409.88</u>
<u>Principal Resident</u>	<u>\$ 2,309.34</u>

**rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%), subject to MOA re. COLA.*

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Effective First Pay Period After April 1, 2024

<u>Number of FTE</u>	<u>Administrative Allowance (total per Academic year)</u>
<u>Fewer than 3</u>	<u>\$0.00</u>
<u>3 to 4</u>	<u>\$1,453.91</u>
<u>5 to 10</u>	<u>\$2,907.84</u>
<u>11 to 15</u>	<u>\$3,634.78</u>
<u>16 to 20</u>	<u>\$4,361.75</u>
<u>21 to 25</u>	<u>\$5,088.70</u>
<u>26 to 30</u>	<u>\$6,542.60</u>
<u>31 to 35</u>	<u>\$7,996.49</u>
<u>36 to 40</u>	<u>\$8,723.48</u>
<u>41 to 45</u>	<u>\$9,450.44</u>
<u>46 to 50</u>	<u>\$10,904.33</u>
<u>51 to 55</u>	<u>\$12,358.27</u>
<u>56 to 60</u>	<u>\$13,085.22</u>
<u>61 to 65</u>	<u>\$13,812.18</u>
<u>Principal Resident</u>	<u>\$2,378.62</u>

**rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%) effective the first pay period after April 1, 2023 and include the 2.0% GWI and maximum COLA of 1.0% (total 3.0%) effective the first pay period after April 1, 2024, subject to the MOA re. COLA*

22.3 Professional Expenses Benefit

(a) In order to assist Residents with the costs relating to their residency and professional development, including, but not limited to, professional fees. A a-lump sum payment in the following amounts will be provided, at the conclusion of each Academic Year, to Residents in R1 to R7 as follows:

~~(i) At the conclusion of the 2018/2019 Academic Year:~~

~~(A) R1s and R2s — \$1000; and~~

~~(B) R3s — R7s — an equal portion of the surplus on-call funds as described in Article 21.05(a)(i).~~

~~(ii) At the conclusion of the 2019/2020 and at the conclusion of each Academic Year thereafter:~~

~~(A) R1s R7s — \$1,000~~

(i)	<u>At the conclusion of the 2022/23 Academic Year:</u>	<u>\$1225</u>
(ii)	<u>At the conclusion of the 2023/24 Academic Year:</u>	<u>\$1420</u>
(iii)	<u>At the conclusion of the 2024/25 Academic Year and at The conclusion of each Academic Year thereafter:</u>	<u>\$1480</u>

(b) The Professional Expenses Benefit (“PEB”) will be provided to Residents on maternity, parental or sick leave, in the same fashion as the PEB is provided to Residents who are working, provided that the Residents on maternity, parental or sick leave have not previously been provided with the PEB for that residency training program year.

(c) For clarity, Residents are only eligible to receive the PEB once for each of R1 to R7, regardless of how long it takes them to complete each of these residency training program years.

[consequent deletion of MOA re. Professional Expenses Benefit]

Article 22.04 Training Stipend

During the course of their Residency Program, Residents may be required by the Employer to complete a number of administrative, site-specific or health authority-specific training or orientations, the requirements of which may change from time to time. To recognize time spent outside of normal working hours by Residents on various trainings and orientations during and in between rotations, the Employer will provide each Resident an annual lump sum payment of \$430 at the conclusion of the 2022/23 Academic Year, and at the conclusion of every Academic Year thereafter.

For clarity, Residents are only eligible to receive the lump sum payment once for each of R1 to R7, regardless of how long it takes the Resident to complete each of these Residency Program years.

Amend the Collective Agreement, by updating the wage grid in the following Article

ARTICLE 23 – REMUNERATION SCHEDULE AND CATEGORIES OF RESIDENTS

Article 23.01 RDBC Schedule

The parties agree to the following wage increase for all Residents for the ~~2019-2022~~ 2022 – 2025 Collective Agreement:

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

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- a) **Effective the first pay period after April 1, 2022:** An annualized adjustment of \$489.38 to be applied to all steps of the salary grid on a flat-rate basis and then an increase of 3.24%.
- b) **Effective the first pay period after April 1, 2023:** An increase of 5.5%, and up to an additional 1.25% in accordance with the MOA re. Cost of Living Adjustment (COLA).
- c) **Effective the first pay period after April 1, 2024:** An increase of 2%, and up to an additional 1% in accordance with the MOA re. Cost of Living adjustment (COLA).

The schedule will be as follows and will be adjusted to reflect the general wage increases in accordance with the dates set out above:

First Pay Period After April 1, 2022

Resident I	Annual	<u>\$59,418.73</u>
	Monthly	<u>\$4,951.56</u>
	Bi-Weekly	<u>\$2,276.58</u>
Resident II	Annual	<u>\$66,227.14</u>
	Monthly	<u>\$5,518.93</u>
	Bi-Weekly	<u>\$2,537.44</u>
Resident III	Annual	<u>\$72,123.52</u>
	Monthly	<u>\$6,010.29</u>
	Bi-Weekly	<u>\$2,763.35</u>
Resident IV	Annual	<u>\$77,595.92</u>
	Monthly	<u>\$6,466.33</u>
	Bi-Weekly	<u>\$2,973.02</u>
Resident V	Annual	<u>\$83,409.36</u>
	Monthly	<u>\$6,950.78</u>
	Bi-Weekly	<u>\$3,195.76</u>
Resident VI	Annual	<u>\$89,017.88</u>
	Monthly	<u>\$7,418.16</u>
	Bi-Weekly	<u>\$3,410.65</u>
Resident VII	Annual	<u>\$94,832.85</u>
	Monthly	<u>\$7,902.74</u>
	Bi-Weekly	<u>\$3,633.44</u>

For illustrative purposes only, assuming the maximum increases described at Article 23.01 (b) and (c) and under the MOA re Cost of Living Adjustment are triggered, the wage schedules are as follows:

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<u>Resident I</u>	<u>Annual</u>	<u>\$63,429.49</u>
	<u>Monthly</u>	<u>\$5,285.79</u>
	<u>Bi-Weekly</u>	<u>\$2,430.25</u>
<u>Resident II</u>	<u>Annual</u>	<u>\$70,697.47</u>
	<u>Monthly</u>	<u>\$5,891.46</u>
	<u>Bi-Weekly</u>	<u>\$2,708.72</u>
<u>Resident III</u>	<u>Annual</u>	<u>\$76,991.86</u>
	<u>Monthly</u>	<u>\$6,415.99</u>
	<u>Bi-Weekly</u>	<u>\$2,949.88</u>
<u>Resident IV</u>	<u>Annual</u>	<u>\$82,833.64</u>
	<u>Monthly</u>	<u>\$6,902.80</u>
	<u>Bi-Weekly</u>	<u>\$3,173.70</u>
<u>Resident V</u>	<u>Annual</u>	<u>\$89,039.49</u>
	<u>Monthly</u>	<u>\$7,419.96</u>
	<u>Bi-Weekly</u>	<u>\$3,411.47</u>
<u>Resident VI</u>	<u>Annual</u>	<u>\$95,026.59</u>
	<u>Monthly</u>	<u>\$7,918.88</u>
	<u>Bi-Weekly</u>	<u>\$3,640.87</u>
<u>Resident VII</u>	<u>Annual</u>	<u>\$101,234.07</u>
	<u>Monthly</u>	<u>\$8,436.17</u>
	<u>Bi-Weekly</u>	<u>\$3,878.70</u>

**rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%) effective the first pay period after April 1, 2023, subject to the MOA re. COLA.*

Effective First Pay Period After April 1, 2024*

<u>Resident I</u>	<u>Annual</u>	<u>\$65,332.37</u>
	<u>Monthly</u>	<u>\$5,444.36</u>
	<u>Bi-Weekly</u>	<u>\$2,503.16</u>
<u>Resident II</u>	<u>Annual</u>	<u>\$72,818.39</u>
	<u>Monthly</u>	<u>\$6,068.20</u>
	<u>Bi-Weekly</u>	<u>\$2,789.98</u>
<u>Resident III</u>	<u>Annual</u>	<u>\$79,301.62</u>
	<u>Monthly</u>	<u>\$6,608.47</u>

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	<u>Bi-Weekly</u>	<u>\$3,038.38</u>
<u>Resident IV</u>	<u>Annual</u>	<u>\$85,318.65</u>
	<u>Monthly</u>	<u>\$7,109.89</u>
	<u>Bi-Weekly</u>	<u>\$3,268.91</u>
<u>Resident V</u>	<u>Annual</u>	<u>\$91,710.67</u>
	<u>Monthly</u>	<u>\$7,642.56</u>
	<u>Bi-Weekly</u>	<u>\$3,513.82</u>
<u>Resident VI</u>	<u>Annual</u>	<u>\$97,877.39</u>
	<u>Monthly</u>	<u>\$8,156.45</u>
	<u>Bi-Weekly</u>	<u>\$3,750.09</u>
<u>Resident VII</u>	<u>Annual</u>	<u>\$104,271.09</u>
	<u>Monthly</u>	<u>\$8,689.26</u>
	<u>Bi-Weekly</u>	<u>\$3,995.06</u>

** rates include 5.5% GWI and maximum COLA of 1.25% (total 6.75%) effective the first pay period after April 1, 2023 and include the 2.0% GWI and maximum COLA of 1.0% (total 3.0%) effective the first pay period after April 1, 2024, subject to the MOA re. COLA*

Amend the collective agreement, by adding the following Article

ARTICLE 24 - EFFECTIVE AND EXPIRY DATES

This Agreement shall be effective from April 1, ~~2019~~2022, and shall remain in force and be binding upon the parties until the expiry date of March 31, ~~2022~~2025, and thereafter from year to year subject to the right of either party to give written notice to the other party pursuant to Section 47 of the *Labour Relations Code* of British Columbia. The Agreement shall remain in force during negotiations until a new Agreement comes into effect.

All changes to the collective agreement shall be effective on the first pay period following ratification unless otherwise specified in the settlement.

Finally, it is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

Amend the Collective Agreement, by adding the following Article

ARTICLE 28 – DISTRIBUTED TRAINING LOCATIONS

Those Residents who are required, as part of their training, to leave the base Hospital on mandatory rotations will be reimbursed for reasonable travel and accommodation expenses.

Where accommodations are provided, they shall be:

- a) ~~Accommodation will be~~ Secure and will have consideration for privacy
- b) ~~Accommodation should be~~ Clean and well-maintained, self-contained, and have access to full kitchen, bathroom, and laundry facilities

(c) The Employer will consider requests for advances of expenses.

(d) There shall be an unscheduled day between rotations a day of scheduled non-working time between rotations, scheduled on the final day of the preceding block for the purpose of travel between rotations.

(e) Accreditation standards, for education and teaching, shall be recognized and maintained.

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(f) Education activities that the Program Director deems the Resident must attend and where there is prior written approval of the Postgraduate Dean's Office, the Resident will have transportation costs between the sites reimbursed.

(g) The Employer will authorize and provide a return trip to the Resident's program base at the end of every four week block. Alternatively, a return trip will be provided to the Resident's partner.

(h) In the event of a leave arising under Article 7.01, the Resident shall be reimbursed 50% of return travel expenses between the program base and the distributed location.

~~Reference – Letter of Understanding – Re: Distributed Training Locations.~~

~~*[Delete LOU Re. Distributed Training Locations]*~~

Amend the Collective Agreement, by adding the following Memorandum of Agreement:

**Article 34 – Ceremonial, Cultural, Spiritual and Compassionate Leave for
Indigenous Residents**

Indigenous Residents have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

34.1 Definitions

A ceremonial, cultural, or spiritual event under this Article includes any event that is significant to an Indigenous Resident’s culture. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

“Indigenous Elder” means an individual designated as such by their community.

34.2 Compassionate Leave for Indigenous Residents

For the purposes of accessing compassionate leave under Article 7.01, the following definition of family applies: includes an Indigenous Resident's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous Elder, or any individual an Indigenous Resident considers family consistent with their Indigenous cultural practices.

34.3 Ceremonial, Cultural, or Spiritual Events for Indigenous Residents

- (a) Effective April 1, 2022, an Indigenous Resident may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more segments of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous Resident's entitlement to leave under Article 7.01 – Compassionate Leave as applicable (and per the expanded definition in 33.02 above). The number of days shall be increased to five (5) days per calendar year effective January 1, 2023.
- (b) Where an Indigenous Resident requires more than five (5) days' leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid.
- (c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the Resident will provide as much advance notice to the Program Director as possible; for unexpected ceremonies or events, the Resident will make every effort to provide at least seven (7) calendar days' notice of the leave.
- (d) Requests for leaves under this Article shall be made in writing to the Program Director. For clarity, the impact of leaves on a Resident's training is an academic matter between the Resident and the Residency Program.

Amend the Collective Agreement, by deleting the following Memorandum of Understanding.

Memorandum of Understanding re: Article 2 – Union Recognition

Re: ~~Article 2 – Union Recognition~~

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

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

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

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

Amend the Collective Agreement, by deleting the following Letter of Understanding.

Letter of Understanding re: Union Deductions

Re: Union Deductions

Electronic Dues Authorization

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

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

Signature _____ Date _____

Amend the Collective Agreement, by adding the following Article

MOA RE COST OF LIVING ADJUSTMENT

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

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The "annualized average of BC CPI over twelve months" (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

Amend the Collective Agreement, by adding the following Memorandum of Agreement:

Provincial ISAR Committee

**MOA Re: Declaration on the Rights of Indigenous Peoples and Eliminating
Indigenous Specific Racism in Healthcare**

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 *In Plain Sight* report.

The parties agree to uphold the *United Nations Declaration on the Rights of Indigenous Peoples*, which has been brought into the laws of British Columbia under the *declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, Residents, service users, health care staff and providers, including by:

- Committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- Working together to actively identify, address and rectify barriers in Collective Agreements; and
- Working to increase the representation of Indigenous individuals in the healthcare workforce.

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

To date, and in furtherance of recommendation no. 19 of the *In Plain Sight* report, Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the "Forum"). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including

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Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

By (date TBD), Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

- To create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;
- To discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- To discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- To provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act, SBC 2022, c.18;* and
- To improve awareness of and compliance with the *declaration on the Rights of Indigenous Peoples Act, SBC 2019, c 44.*

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only Residents. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

Amend the Collective Agreement, by adding the following Article

MOA Re: Diversity, Equity and Inclusion Working Group

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and Residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to March 31, 2025.
7. The Working Group’s focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
 - Develop terms of reference;
 - Engage and consult stakeholders as required;
 - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;
 - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;
 - Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
 - Review available data in accordance with applicable privacy legislation;
 - Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and

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- Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:
 - i. Suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and
 - ii. Suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.
- 8. The Working Group will make recommendations to PHHRCC.
- 9. The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.

Amend the Collective Agreement, by deleting the following:

- Memorandum of Agreement Re: Employer and Resident Health, Safety and Violence Prevention Working Group

And adding the following Article

Memorandum of Agreement Re: Provincial Employer and Resident Occupational Health and Safety Committee

The Employer and RDBC agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The parties recognize that there are unique challenges when it comes to addressing OH&S issues that impact Residents, who are employees and learners under a Distributed Medical Education model which requires many of them to work at different sites for more than one Employer in order to complete their Residency Program.

The parties agree that the Employer and RDBC will establish a provincial committee on Resident Occupational Health and Safety (the “Committee”), within a hundred and twenty (120) days of ratification, to discuss OH&S issues affecting Residents.

The Committee will meet at least twice per year, or within thirty (30) days at the request of any party. When responding to requests to meet on short notice, the parties will give matters of an urgent nature priority.

The Committee will consist of RDBC and Employer representatives, including OH&S representatives. UBC will be invited to participate in the Committee in recognition of the Residents’ dual status as learner and employee. Each party will bear its own costs of participation in the Committee.

The Committee will:

- Discuss Resident OH&S issues and concerns;
- Ensure alignment with other OH&S committees, organizations and systems, including incident reporting systems;
- Facilitate co-operation between RDBC and Employers on Resident OH&S issues; and
- Facilitate information sharing.

Article 2.08 will apply to Residents fulfilling their duties as an appointed representative of RDBC on the Committee.

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Article 3, Grievance Procedure and Article 4, Arbitration, do not apply to this Memorandum of Agreement. Any disagreements or disputes between members of the Committee must be resolved through discussion between RDBC and HEABC.

This Memorandum of Agreement will expire March 31, 2025, unless expressly renewed.

Amend the Collective Agreement, by adding the following Memorandum of Agreement

Memorandum of Agreement Re: Local and Provincial Emergencies

Where a local or provincial emergency is declared that impacts bargaining unit employees, the Employer will notify the Union as soon as reasonably possible.

The Employer will provide relevant information to the Union.

The Employer and the Union will meet as soon as reasonably possible to discuss the details and impacts related to the emergency.

Amend the Collective Agreement, by adding the following Memorandum of Agreement:

**MEMORANDUM OF AGREEMENT RE: PANDEMIC INFORMATION SHARING
FORUM**

The parties acknowledge the hard work of employees, Employers and Unions in responding to the COVID-19 pandemic.

Throughout the COVID-19 pandemic, the parties recognized the value of collaboration and cooperation, and convened a provincial occupational health and safety forum to share information and address provincial-level issues as they arose. The parties found this forum was effective in supporting the pandemic response and addressing health and safety concerns.

The parties acknowledge the importance of learnings from previous public health emergencies, such as those outlined in the 2003 Ontario SARS Commission final report.

The parties acknowledge the importance of providing timely information to employees and JOHSC.

Accordingly, the parties agree to establish a pandemic information sharing forum (the “forum”) where a public health emergency is declared by the Government of British Columbia that creates a health risk for a significant number of employees.

The forum will consist of one (1) representative from each participating bargaining associations, HEABC, Employer representatives, and a senior representative from Ministry of Health. The forum may also include a representative from Doctors of BC, worksafebc or other relevant groups as agreed by the participants.

The purpose of the forum is to promote information sharing related to pandemic occupational health and safety matters, with the following principles:

- Open, transparent and respectful communications
- Focus on provincial level issues
- Interest based approach

The forum will determine the meeting frequency.

Amend the Collective Agreement, by adding the following Article

**MEMORANDUM OF AGREEMENT RE: JOINT PROVINCIAL HEALTH HUMAN
RESOURCES COORDINATION CENTRE (PHHRCC) – BARGAINING
ASSOCIATION CONSULTATION FORUM**

Social, environmental, demographic, and economic factors are increasing the demand for healthcare within British Columbia. To deliver the required services a skilled and engaged workforce is required. That workforce is integral to a robust, accessible public system with the ability to rapidly respond to key challenges.

The past few years have been a time of unprecedented change and challenge for B.C.'s health workforce. It is important for the system to have a coordinated approach to identify important themes, address challenges, and build upon existing resources to create a sustainable, equitable, and effective healthcare system.

To effectively deliver on this work the Ministry of Health has established a new Provincial Health Human Resources Coordination Centre (PHHRCC) with membership from the Ministry of Health, Health Sector Workforce and Beneficiary Services Division, regional health authorities, the Provincial Health Services Authority, the Health Employers Association of B.C., and the First Nations Health Authority. The PHHRCC reports to Leadership Council.

The PHHRCC is intended to bring significant focus, attention and discipline to key provincial-level human resource planning activities and initiatives. It will identify strategic actions, develop implementation plans for key approaches, and provide governance, oversight and monitoring of the implementation of these plans. The PHHRCC will look at both intermediate and long-term strategies and actions, as well as address urgent challenges through immediate action, including a focus on supporting Indigenous workers and supporting development of a culturally safe workplace.

In furtherance of the work of the PHHRCC, the Ministry of Health wishes to create a forum for input from Unions. To that end, on a regular basis the Ministry will convene a joint PHHRCC – Bargaining Association consultation forum for the following purposes:

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1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.

2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through In Plain Sight.

3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness.

4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

PHHRCC acknowledges the mutual covenants binding the Parties (HEABC and RDBC) through the terms and conditions of the Collective Agreement. When enacting activities and initiatives, PHHRCC shall give recognition to the process for amending these terms and conditions.

By XX, the Ministry of Health will convene the Forum and present the Terms of Reference for input prior to finalization by the Ministry.

The Ministry intends for this Forum to serve all interested parties in the provincial health care sector, not only RDBC. To that end, the Ministry will make efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum semi-annually, or more frequently as deemed necessary.

Amend the Collective Agreement, by deleting the following:

- Memorandum of Agreement Re: Working Group for a Provincial Framework on Occupational Health and Safety

And adding the following Article

**MEMORANDUM OF AGREEMENT RE: PROVINCIAL OCCUPATIONAL
HEALTH AND SAFETY**

The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites, throughout the health care sector.

The parties acknowledge the need for a provincially coordinated and integrated effort to improve the health and safety of health care workers and to establish systems to implement the shared objectives below:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- Support the adoption of leading (best) practices, programs or models;
- Facilitate co-operation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees;
- Share information, data, and experience across the sector;
- Improve awareness of and compliance with *Workers Compensation Act*, Occupational Health and Safety Regulation and relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And where as the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in and support province wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency;

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- Evidence based decision making; and
- Accountability/Commitment (Compliance).

Therefore, the parties agree as follows:

1. The parties commit to support the SWITCH BC in carrying on with projects previously agreed to and future projects in support of occupational health and safety projects in the healthcare sector. An example of such project includes the OHS Resource Centre.
2. The parties will assist SWITCH BC in securing sources of ongoing funding.
3. HEABC will contribute a sum of \$30,000 per annum to RDBC for occupational health and safety initiatives. The RDBC may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by the SWITCH BC, or the RDBC may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the RDBC.

Amend the Collective Agreement, by adding the following Article

MOA RE PUBLIC SECTOR WAGE INCREASES

Re: Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a Collective Agreement with an effective date after December 31, 2021 and the first three years of the Collective Agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (gwis) and Cost of Living Adjustments (colas) that, in accordance with how gwis are defined and calculated in this LOA, are paid out and exceed the sum of the gwis and colas that are paid out in the Collective Agreement, the total gwis and colas paid out will be adjusted on the third anniversary of the Collective Agreement so that the cumulative nominal (not compounded) gwis and colas are equivalent. This Memorandum of Agreement (MOA) is

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not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) A \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or
 - b) Any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

Shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined gwis of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this MOA. For example purposes only, combining the 3.74% increase (as it is considered in this MOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. Everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This MOA will be effective during the term of the Collective Agreement.

MEMORANDUM OF AGREEMENT BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

AND

RESIDENT DOCTORS OF BRITISH COLUMBIA (“RDBC”)

AND

UNIVERSITY OF BRITISH COLUMBIA (“UBC”)

(each a “Party” or collectively the “Parties”)

Re: Committee to Address Resident Scheduling Issues

Purpose of Committee

1. The Parties support Residents being scheduled in a manner that permits them to take their intended rest, allocated leaves, and entitlements as provided by the Collective Agreement.
2. The Parties wish to establish a committee whose focus will be to support compliance with the Collective Agreement, by addressing chronic, systemic scheduling issues that are not readily resolved at the local level (the “Committee”).
3. Members of the Committee will collaborate on appropriate methods for addressing Resident scheduling concerns.
4. All decisions, actions and recommendations arising from or in connection with this Committee shall be without prejudice and without precedent.

Committee Composition

5. The Committee will consist of representatives from:
 - a. Resident Doctors of BC;
 - b. HEABC and the Employer, including Medical Directors and Health Authority representatives as necessary / appropriate; and
 - c. UBC (i.e.- PGME Associate Deans, Administrators, and Program Directors as appropriate).

Meetings

6. Unless otherwise agreed to by RDBC and HEABC, the Committee will have its first meeting within 120 days of ratification.
7. The Committee will meet twice per Academic Year, or within thirty (30) days at the request of any party or sooner as warranted.
8. Information brought to the Committee for consideration, including information on excess call shifts described below, shall be provided no later than twenty-one (21) days in advance of each meeting. Every endeavour will be made by the party raising the issue to provide the Committee with timely, accurate, and data-driven information.

Non-Compliance with Collective Agreement Provisions

9. The Parties recognize that there may be situations of non-compliance with the Collective Agreement that should be brought to the attention of the Committee so that efforts can be made to resolve those situations expeditiously and informally. However, the expectation is that where feasible, such issues will be dealt with at the local level, by the applicable Residency Program, scheduling physician or local medical leader.
10. Resident doctors, through RDBC, may bring systemic scheduling concerns to the attention of the Committee for review. While individual Residents do not need to be named, sufficient particulars must be provided so that proper consideration can be given.
11. Where issues of non-compliance in scheduling have been identified, the Committee members will communicate their expectations for corrections as follows:
 - a. Committee will issue a joint-communication to individual schedulers;
 - b. HEABC will communicate those issues to the appropriate health authorities where the non-compliance occurred/is occurring; or
 - c. UBC will communicate those issues to the appropriate Program Directors.

Consultations with and Reporting to Others

12. The Parties recognize that the Issue(s) to be addressed by the Committee may require the Committee (or any working group under the Committee) to consult with and report to one or more of the following groups:
 - a. Employer representatives, including medical leaders responsible for medical education issues arising at the health authorities;
 - b. The Associate Dean, PGME;

- c. Provincial Medical Services Executive Council; or
- d. RDBC executive.

Excess Shifts

- 13. Effective July 1, 2023, Residents working shifts that meet the definitions set out at Article 20.01 but exceed the maximums set out under Article 20.02 due to extenuating circumstances (“**Excess Shifts**”), shall be remunerated as follows:
 - a. The total funding available for Excess Shifts each Academic Year is: \$500,000 (“**Excess Pool**”), which shall be divided into four quarters (13 blocks) specified below (each a “**Period**”).
 - b. The maximum amount payable for any Excess Shift shall not exceed the rate applicable to that shift as defined under Article 20.01.
 - c. If the total number of Excess Shifts in any of the Periods below exceed the maximum amount allotted for that Period, the over-expenditure will be addressed by RDBC reducing the call payment rates for that Period such that there is no over-expenditure for the calls submitted for that Period.
 - d. At the end of each Academic Year, any unused funds within the Excess Pool will be applied to the Total Expenditure as defined at Article 21.01 of the Collective Agreement for the next Academic Year. For clarity, there shall be no carry-over of any unused funds to the next Period or to the Excess Pool of the Academic Year.

Period	Total Maximum Amount for Period
Block 1-4	\$155,000
Block 5-7	\$115,000
Block 8-10	\$115,000
Block 11-13	\$115,000
Excess Pool	\$500,000

Dispute Resolution

- 14. If the Committee fails to reach a consensus on appropriate next steps to a scheduling violation, or if any Party takes the position that a satisfactory resolution cannot be reached, with respect to the violation through this Committee’s processes, RDBC, HEABC, or UBC may trigger the dispute resolution process set out at paragraph 22 in the Letter of Understanding between HEABC, RDBC and UBC (“Tri-Party LOU”), as appropriate, without the need to schedule a further tri-party meeting.

Inconsistency with Tri-Party LOU

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15. In the event that there is a conflict or inconsistency between the matters covered by or arising from this MOA and the terms of the Tri-Party LOU, the terms of the Tri-Party LOU (as may be amended from time to time) shall prevail.

This Memorandum of Agreement will expire March 31, 2025. On expiry, the Excess Pool associated with this MOA will be applied to the Total Expenditure as defined at Article 21.01 of the Collective Agreement unless otherwise agreed to by HEABC and RDBC.