# PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNS OF MANITOBA

-and-

WINNIPEG REGIONAL HEALTH AUTHORITY

COLLECTIVE AGREEMENT July 1, 2008 to June 30, 2011

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THIS COLLECTIVE AGREEMENT made and entered into this day of ,

, 2009.

BETWEEN.

### PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNS OF MANITOBA

(hereinafter called the "Association")

-and-

#### WINNIPEG REGIONAL HEALTH AUTHORITY

(hereinafter called the "Employer")

#### PREAMBLE:

WHEREAS Residents and interns are assigned to certain hospitals associated with the Employer as part of their required training and education;

AND WHEREAS Residents and interns are associated with the Medical Staff of such hospitals as part of their required training and education or in order to achieve their objectives in family medicine or specialty qualifications;

AND WHEREAS the relationship between the Employer and each Resident and intern is that of employer and employee, whereby a Resident or intern is entitled to receive all of the benefits and rights contained within this Collective Agreement in exchange for the provision of medical services;

AND WHEREAS the parties hereto respect and support the Faculty of Medicine's mandate and responsibility for post-graduate education;

AND notwithstanding the Faculty of Medicine's mandate and responsibility for post-graduate education, any actions taken by the Faculty of Medicine or its representatives must be made having regard for the terms and conditions of this Collective Agreement, and shall not infringe upon each Resident's or intern's entitlements;

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

AND WHEREAS the parties to this Collective Agreement assure a desire to provide excellence of patient care and maintain professional standards and to promote and maintain an effective and professional working relationship between the Employer and the Residents and interns;

AND WHEREAS this preamble is an integral part of this Collective Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

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#### **ARTICLE 1 – DEFINITIONS**

1:01 An intern or Resident is a postgraduate physician who has received an M.D. degree and is engaged in a postgraduate program approved by the Royal College of Physicians and Surgeons of Canada leading to specialist certification or approved by the College of Family Physicians of Canada leading to family medicine certification, and is registered with the College of Physicians and Surgeons of Manitoba and with the Division of Postgraduate Medical Education of the University of Manitoba. Hereinafter "Resident" means an intern or Resident.

#### <u>ARTICLE 2 – RECOGNITION/ADMINISTRATION OF AGREEMENT</u>

- 2:01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Residents for the purpose of bargaining collectively and concluding collective agreements.
- 2:02 No Resident shall be required to make a separate written or verbal agreement with the Employer that may conflict with the terms of this Collective Agreement.
- 2:03 In administering this Collective Agreement, the Employer shall act reasonably, fairly and in good faith and in a manner consistent with the agreement as a whole.

#### <u>ARTICLE 3 – DURATION OF AGREEMENT</u>

- 3:01 The provisions of this Collective Agreement, unless otherwise specified, shall become effective from and including July 1, 2008, up to and including June 30, 2011 and thereafter until a new Collective Agreement has been concluded, subject to sub-article 3:02.
- 3:02 Notice for revision or termination of this Collective Agreement may be submitted by the Employer or the Association to the other party not earlier than December 1, 2010 nor later than March 1, 2011, and in the case of notice of termination being given, this Collective Agreement shall terminate on June 30, 2011. If notice for revision or termination of this Collective Agreement is not made by April 1, 2011, this Collective Agreement shall continue in full force and effect for a further period of twelve (12) months.
- 3:03 If notice is given for revision or termination of this Collective Agreement, the parties shall, prior to the commencement of bargaining, deliver each to the other their respective written proposals for a new Collective Agreement or the revision of this Collective Agreement. The parties shall be restricted in bargaining to the proposals made by them.
- 3:04 Upon notice being given under sub-article 3:02, the parties shall commence negotiations forthwith.

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#### <u>ARTICLE 4 – INTEREST ARBITRATION</u>

- 4:01 If the parties do not arrive at a revision of this Collective Agreement, or a new Collective Agreement, on or before March 31, 2011, either party may notify the other party in writing of a desire to submit the specific issues in dispute to a Board of Arbitration and the notice shall contain the name of the person appointed to such arbitration board by the party sending the notice.
- 4:02 The party receiving notice shall, within fifteen (15) days of receiving the notice, name the person whom it appoints to the Board of Arbitration and shall advise the other party of the name of its appointee. The two appointees named by the parties, within fifteen (15) days of the appointment of the second of them, shall appoint a third member to the Board of Arbitration who shall be the chairperson thereof.
- 4:03 No person who has a pecuniary interest in a matter before such arbitration board or who is acting or has, within a period of one (1) year prior to the date of such notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, shall be eligible for appointment as a member of such arbitration board or shall act as a member of such arbitration board.
- 4:04 Where the party receiving notice fails to appoint a member of such arbitration board or where the two appointees of the parties fail to agree on the appointment of a third member of such arbitration board within the time specified, the Chief Justice of the Province of Manitoba, or in his absence the Chief Justice of the Court of Queen's Bench, upon the request of a party to this Collective Agreement, shall appoint a member on behalf of the party failing to make the appointment, or shall appoint a third member, as the case may be, and where the case requires shall appoint both.
- 4:05 Where either member appointed to the arbitration board or the chairperson of the arbitration board ceases to be a member of the arbitration board before it has completed its work by reason of such person refusing to act, being incapable of acting, being disqualified, or dies, a new member shall be appointed in the following manner:
  - (a) With respect to the nominee to the board of either party, the party shall appoint a new member of the arbitration board within ten (10) days of the occurrence of the circumstances giving rise to the necessity of making a new appointment;
  - (b) With respect to the chairperson, the remaining members of such arbitration board shall within ten (10) days of the circumstances, appoint a new chairperson of such arbitration board;
  - (c) Where the party whose original nominee ceases to be a member fails to appoint a new member of such arbitration board, or where the two appointees of the parties fail to agree on appointment of a third member of such arbitration board within the time specified in paragraph (a) or (b) hereof, the Chief Justice of the Province of Manitoba, or in his absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to this Collective Agreement, shall appoint a member

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- on behalf of the party failing to make an appointment or shall appoint a third member, as the case may be, and where the case requires, shall appoint both;
- (d) A new member of such arbitration board appointed in the manner aforesaid shall stand in the place and stead of the original appointee and shall exercise full powers as a member of the arbitration board from the time of his appointment.
- 4:06 The decision of the majority of the members of such arbitration board shall be the decision of such arbitration board; and if there is no majority decision, the decision of the chairperson shall be the decision of such arbitration board.
- 4:07 Each party to the arbitration shall be responsible for the costs and expenses of its appointee to such arbitration board and the costs and expenses of the chairperson shall be shared equally between the parties.
- 4:08 Such arbitration board shall, within thirty (30) days after the completion of hearings, or within such longer period as may be agreed upon by the parties in writing, make its award. The issues in dispute referred in writing to such arbitration board shall consist of the specific matters on which agreement cannot be reached and the arbitration board shall be limited to those matters.
- 4:09 The award or order of such arbitration board is binding on the parties, and the parties, upon receipt of the award, shall forthwith prepare a Collective Agreement giving effect to the award; and the parties shall execute the Collective Agreement and deliver, each to the other, a copy of the executed Collective Agreement.
- 4:10 Unless the arbitration board otherwise orders, the award shall become effective as and from the date of the expiry of the then current Collective Agreement.

#### <u>ARTICLE 5 – SUSPENSION AND DISMISSAL</u>

- 5:01 The Employer may terminate or suspend a Resident's clinical responsibilities for just cause provided that such termination or suspension is only related to a non-academic matter. A suspension or dismissal notice shall be in writing and shall contain the reasons for the suspension or dismissal and shall be given to the Resident concerned within 24 hours of the suspension or dismissal. The Association shall receive notification in writing that a Resident has been suspended or dismissed within 24 hours of such suspension or dismissal.
- 5:02 The release of a Resident from such Resident's training program through action of the University of Manitoba, after receipt of written notification by the office of the Dean of Medicine, constitutes just cause for dismissal by the Employer. In the event a Resident is reinstated into the training program by the University of Manitoba, such reinstatement shall be deemed to reinstate the Resident's employment status.

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#### ARTICLE 6 – GRIEVANCE AND RIGHTS ARBITRATION PROCEDURES

- 6:01 For the purpose of this Collective Agreement, a "grievance" is defined as a dispute or controversy concerning the interpretation, application, meaning, or any alleged violation of this Collective Agreement.
- 6:02 The word "days" as used in this Article do not include Saturdays, Sundays and General Holidays.
- 6:03 Grievances shall be processed in the following manner and sequence:

#### STEP 1

The Resident, within ten (10) days of when the Resident first ought to have been aware of the circumstances giving rise to the grievance, shall present the grievance in writing to the appropriate Program Director or Department Head. Upon receipt of the grievance that Program Director or Department Head, as the case may be, shall investigate the grievance and give his decision in writing to the Resident within ten (10) days of receipt of the grievance.

#### STEP 2

Failing satisfactory settlement at Step 1, the Association, on behalf of the Resident, shall submit the written grievance to the designated official of the Employer involved within fifteen (15) days of the date on which the Program Director or Department Head issued or is required to issue his answer in writing. The Employer shall advise the Association within ten (10) days of the date of signing this Collective Agreement of the name of its designated official. The Association shall be notified in writing of any subsequent changes. The grievance shall be investigated by the designated official of the Employer and in this regard a meeting shall be held by such designated official within ten (10) days of his receipt of the grievance, at which time the grievor and representatives of the Association shall be in attendance. The designated official shall thereafter issue his decision in writing to the Resident and to the Association within five (5) days of the date following the grievance meeting.

#### 6:04 Rights Arbitration

Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, then either party may submit the matter to rights arbitration within ten (10) days after exhausting the grievance procedure. A request for arbitration shall be made in writing by either party, addressed to the other party to this Collective Agreement within the time limit stipulated above and shall contain the name of the first party's appointee to an arbitration board. Within ten (10) days thereafter, the other party shall advise the party giving notice of the name of its appointee to the arbitration board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Chief Justice of the Court of Queen's Bench, upon

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the request by either party to this Collective Agreement. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Resident affected by it. The decision of the majority of the members of the arbitration board shall be the decision of the board and if there is not a majority decision, the decision of the chairperson shall be the decision of the board.

- 6:05 The board of arbitration or the single arbitrator, as the case may be, shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Collective Agreement, nor to make any decision inconsistent therewith.
- 6:06 The Association shall have the right to present a policy grievance on its own behalf or on behalf of a group of Residents. In particular, it is recognized that the Association has the right to grieve, on its own behalf or on behalf of any Resident, any alleged violation of Article 14 (Duty Hours). Such grievance shall be presented initially at Step 2 within (15) days of when the Association ought to have been aware of the circumstances giving rise to the grievance, and thereafter, such grievance must be processed through the grievance and/or arbitration procedure as outlined in this Article.
- 6:07 Each party shall pay the fees and expenses of its own nominee to the board, and both parties shall share equally the fees and expenses of the chairperson.

#### 6:08 Time Limits

The time limits as stated herein may be extended by mutual agreement, in writing, between the parties.

6:09 Where the parties agree in writing, a single arbitrator, mutually agreed to in writing, may be appointed and the single arbitrator shall constitute the arbitration board. The parties shall jointly bear the expense of the single arbitrator.

#### <u>ARTICLE 7 – REMUNERATION</u>

- 7:01 The establishment of classifications for remuneration of Residents shall conform with the level of their approved training as recognized by the Royal College of Physicians and Surgeons of Canada (the "RCPS") or the College of Family Physicians of Canada (the "CFPC") unless another classification is recommended by the Faculty Postgraduate Medical Education Committee (the "PGME") of the Faculty of Medicine, University of Manitoba, and agreed to, in writing, by the Resident.
- 7:02 A Resident who transfers into another program shall receive credit for previous training in terms of the number of completed years of approved training according to the requirements and regulations of the program to which the Resident is transferring as defined by the RCPS or the CFPC, unless another classification is recommended by the PGME.

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7:03 Subject to the considerations established in sub-articles 7:01 and 7:02, remuneration levels for Residents shall be defined as follows:

#### (a) <u>Level I (PGY-1)</u>

A postgraduate physician in his first post M.D. year who is registered in either the first (1<sup>st</sup>) year of a CFPC program or an RCPS program.

#### (b) <u>Level II (PGY-2)</u>

A physician registered in the second (2<sup>nd</sup>) year of a specialty program of the RCPS or the CFPC having successfully completed one year of training that is acceptable to the RCPS or the CFPC as leading to certification in that program; or in a training program leading towards a license to practice medicine in the Province of Manitoba.

#### (c) <u>Level III (PGY-3)</u>

A physician registered in the third (3<sup>rd</sup>) year of a specialty program having completed two previous years of training that is acceptable to the RCPS or the CFPC as leading to certification in that program.

#### (d) <u>Level IV (PGY-4)</u>

A physician registered in the fourth (4<sup>th</sup>) year of a specialty program having successfully completed three (3) previous years of training that are acceptable to the RCPS as leading to certification in that program.

#### (e) Level V (PGY-5)

A physician registered in the fifth (5<sup>th</sup>) year of a specialty program having successfully completed four (4) previous years of training that are acceptable to the RCPS as leading to certification in that program.

#### (f) <u>Level VI (PGY-6)</u>

A physician registered in the sixth  $(6^{th})$  year of a specialty program where the RCPS requires six (6) years of training; and having successfully completed five (5) previous years of training that are acceptable to the RCPS as leading to certification in that program.

#### (g) <u>Level VII (PGY-7)</u>

A physician registered in the seventh (7<sup>th</sup>) year of a specialty program where the RCPS requires seven (7) years of training and having successfully completed six (6) previous years of training that are acceptable to the RCPS as leading to certification in that program.

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#### (h) Level VIII (PGY-8)

A physician registered in the eighth (8<sup>th</sup>) year of a specialty program where the RCPS requires eight (8) years of training and having successfully completed seven (7) previous years of training that are acceptable to the RCPS as leading to certification in that program.

#### NOTE:

- (i) Where a Department of the University or a Program Director requires a postgraduate training in excess of the training required by RCPS as a prerequisite to the successful completion of training leading to certification in a particular program (provided such training is not remedial training due to unsuccessful completion of a previous year of training), such extra training, for the purpose of calculating the remuneration level of the Resident concerned, shall be considered to be required by and acceptable to the RCPS as leading to certification in that program and the Resident shall be guaranteed a fully funded position at the same remuneration level. It is understood that the application of this provision shall not result in a Resident being paid or classified at a level higher than Level VIII (PGY-8).
- 7:04 (a) The foregoing salary classifications shall apply to all Residents registered through the Division of Postgraduate Medical Education of the University of Manitoba during the term of this Collective Agreement.
  - (b) Remuneration levels for the salary classifications shall be as set out in Schedule "1" attached hereto.
  - (c) Administrative allowances for Chief and Senior Administrative Residents shall be paid as follows:

#### (i) CHIEF ADMINISTRATIVE RESIDENT:

A Resident with special administrative responsibilities relating to the academic and service activities of an entire department. This Resident is assigned specific administrative duties, in addition to those expected as a normal part of his/her program.

Each department would normally have one such position, except where parallel but functionally independent programs operate at geographically separate institutions (e.g. Health Sciences Centre and St. Boniface General Hospital), where one Chief Administrative Resident position per institution may be recognized.

An Administrative Allowance of Two Hundred and Seventy-Five Dollars (\$275.00) per month shall be paid for this position.

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#### (ii) SENIOR ADMINISTRATIVE RESIDENT:

A Resident with special administrative responsibilities relating to the academic and service activities of a section of a department in which there are at least five (5) trainees (clinical clerks, Residents) at a given time. This Resident is assigned specific administrative duties, in addition to those expected as a normal part of his/her program.

An administrative allowance shall be paid for this position, at a rate of one-half the administrative allowance of the Chief Administrative Resident position.

- 7:05 Each Resident shall be paid appropriate remuneration once every two (2) weeks.
- 7.06 Any retroactive payments due to a Resident following the conclusion of a revised Collective Agreement shall be paid to the Resident within thirty (30) days, exclusive of weekends and holidays, of the signing of the Collective Agreement.

#### ARTICLE 8 – INCOME PROTECTION IN CASE OF ILLNESS

- 8:01 The Employer shall not cause a Resident to suffer loss of pay or other benefits due to illness or disability incurred as a result of duties carried out under the aegis of the Employer during the term of the appointment, providing such illness or injury has been duly recorded in the Staff Health Records.
- 8:02 The Employer shall further ensure that a Resident shall not suffer loss of pay or benefits applicable at the time of the accident or illness during a period of one (1) year following the end of the term of appointment.
- 8:03 Any illness or disability lasting beyond the one (1) year period referred to in sub-article 8:02 shall be covered by Workers' Compensation, and Residents shall receive the legislated amounts stipulated in the regulations for any illness or disability which extends beyond such period.
- 8:04 The Employer shall not cause a Resident to suffer loss of pay or other benefits due to illness or disability arising from causes unrelated to employment duties up to a maximum of thirty (30) days per year (non-cumulative). It shall be the responsibility of Residents to ensure that such illness or injury has been duly recorded in the office of the Program Director.

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#### **ARTICLE 9 – HOLIDAYS AND VACATIONS**

- 9:01 Each Resident shall receive a four (4) week vacation with pay to be taken between July 1 of any year and June 30 of the following year. The scheduling of vacations shall be decided normally in advance prior to the commencement of the academic year, namely July 1, but in no case later than September 15<sup>th</sup>, by consultation between the Residents on a particular service and the appropriate Program Director. Where a Resident does not indicate a preference for a particular vacation period this may result in vacation being scheduled by the Program Director. Unless otherwise mutually agreed, a Resident's vacation shall, at the option of the Resident, be consecutive or taken in separate two (2) week periods. In the event a Resident is in voluntary unpaid status for any portion of the year, by reason other than maternity, paternity, parental or adoptive leave, vacation shall be provided on a pro-rata basis.
- 9:02 Each Resident shall be entitled to five (5) consecutive days off, without loss of pay, at Christmas or New Year's. Five (5) consecutive days shall include statutory holidays, regular days off and regular working days. Each Resident shall, not less than thirty (30) days prior to Christmas in any year, advise the appropriate Program Director as to whether he or she wishes to take the said five (5) days at Christmas or New Year's or at some other time during the year. If a Resident selects time off over either Christmas or New Year then the Resident shall receive his choice of time off, provided that the Program Director may require the Resident to take his days off over the other holiday not initially selected by the Resident, if the reasonable demands of the service require such an adjustment. Where a Resident initially requests time off at some other time during the year then the five (5) days off shall be taken at a time mutually convenient to that person and the Program Director but not later than June 30<sup>th</sup>. Upon request, a Resident shall be permitted to utilize up to three (3) of the days provided in this sub-article for the purpose of taking time off for personal reasons such as religious observance or special occasion, provided that a minimum of one month's notice is given in order to accommodate scheduling.
- 9:03 All Residents shall be entitled to the following recognized holidays, namely, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Good Friday, Easter Monday, and Victoria Day. Further, it is understood that if any other holiday is proclaimed by Federal or Provincial statute during the life of this Collective Agreement then such additional holiday(s) shall also be recognized.
  - (i) If a Resident is scheduled to be on call for at least eight (8) hours between the time 0000 and 2400 on a recognized holiday then the Resident shall be entitled to a paid day off, in lieu of the holiday. Such time off shall be taken either during the same rotation in which the statutory holiday occurred, at a time mutually agreed upon between the Resident and the appropriate Program Director or, if this does not occur, the Resident shall be entitled to bank such time off to be taken at a time agreed to between the Resident and the Program Director provided always that any accumulated time must be taken during the academic year.

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(ii) If a statutory holiday falls within a Resident's vacation or on his/her regularly scheduled day off, or when he/she is on-site/on-call, then the Resident shall receive an alternate day off without loss of pay to be taken during the academic year at a time mutually agreed between the Resident and the appropriate Program Director.

#### **ARTICLE 10 – PROFESSIONAL LIABILITY INSURANCE**

10:01 Medical Residents shall be required to maintain Canadian Medical Protective Association (CMPA) professional liability and malpractice coverage. Non-medical Residents as described in Article 33 shall be required to maintain appropriate professional liability and malpractice insurance acceptable to the Employer.

The Employer shall be responsible for paying directly to the Canadian Medical Protective Association or the insurer as the case may be, on behalf of all Residents, 100% of the difference between the annual CMPA dues or insurance premiums and 1986 CMPA dues or insurance premiums. The Employer shall be responsible for paying the applicable amount directly to the CMPA or insurer.

10:02 If a Resident is named as a Defendant or potential Defendant in any legal proceeding or claim, as the case may be, advanced against the Employer, then the Employer shall notify the said Resident of the legal proceeding or claim forthwith at the last known address together with particulars of the legal proceeding or claim. No such claim or legal proceeding shall be settled without the prior knowledge of the said Resident. Notice required hereunder will be satisfied by the Employer notifying the said Resident, in care of the Association at its then current address.

If a Resident is named as a Defendant in a legal proceeding or claim, as the case may be, relevant to or arising out of his/her employment, the Resident shall notify the Employer of the legal proceeding or claim forthwith with particulars of the legal proceeding or claim

#### ARTICLE 11 – REGISTRATION, TUITION AND ADMINISTRATIVE FEES

11:01 The Employer shall be responsible for paying directly to the appropriate educational institution all registration, tuition and administrative fees charged to Residents in respect of their post-graduate education and training, including fees for additional education and training where such additional education and training are required to obtain a Fellowship from the Royal College of Physicians and Surgeons of Canada. Attached as Appendix "D" is a listing of post-graduate education and training courses that are eligible for such payment. This list may be amended by mutual agreement of the Employer and the Association.

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#### <u>ARTICLE 12 – REFERENCE FACILITIES</u>

12:01 Reference facilities similar to those currently available at the Health Sciences Centre and the St. Boniface General Hospital shall continue to be made available for the duration of this Collective Agreement on a 24 hour basis and in a readily accessible location under reasonable security measures.

#### **ARTICLE 13 – EDUCATION AND EXAMINATION LEAVE**

- 13:01 All Residents (levels I to VIII) shall be eligible for educational leave.
- 13:02 All educational leave must be approved by the appropriate Program Director or Department Head. Unless otherwise mutually agreed four (4) weeks notice for education leave shall be given by the Resident.
- 13:03 The Employer shall endeavour to continue to make available to Residents, for the duration of this Collective Agreement, the existing policy of partial or complete funding of expenses incurred by the Resident for the purpose of taking educational leave.

#### 13:04 Examination Leave

Each Resident shall be entitled to "leave" for the purpose of any Canadian or American Professional Medical certifying and/or licensing examination. This leave, which shall be subject to approval by the appropriate Program Director or Department Head, shall be without loss of pay and in addition to vacation or other leave.

13:05 Approval for examination or educational leave shall not be unjustly withheld.

#### **ARTICLE 14 – DUTY HOURS**

14:01 Both parties hereto accept that, in order to provide adequate service and care to patients and to enhance the medical education of Residents, duty hours must be scheduled to provide a balance of clinical experience, patient service and academics. Duty Hours shall consist of both Regular Duty Hours and On-Call Duty Hours.

Regular Duty Hours, in general, are between 0700-1700 hours Monday through Friday. Such Regular Duty Hours may vary for some clinical services. On-Call Duty Hours refers to those times the Resident carries clinical responsibilities beyond the Regular Duty Hours. This usually includes evenings/overnight Monday to Friday, weekends and designated recognized holidays as described in sub-article 9:03("designated recognized holidays").

Weekday (Monday through Friday) On-Call Duty Hours commence at the end of Regular Duty Hours and are 14-17 hours in duration. Weekend and designated recognized holiday On-Call Duty Hours are twenty-four (24) hours (with a maximum of two (2) hours for

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transfer of care). The Employer and the Association acknowledge that various clinical services have different start times during weekdays (usually between 0700 and 0900) and agree that weekend and designated recognized holiday On-Call Duty Hours shall commence at the same time of day as Regular Duty Hours usually begin on a weekday for that particular service.

Two types of On-Call Duty Hours are recognized as set out in 14:01(a) and (b). The determination of the type and frequency of On-Call Duty Hours as well as increases or decreases to On-Call Duty Hours shall be made by the Departmental Residency Program Committee responsible for the rotation, or its equivalent, subject to consultation with and approval from the Office of the Associate Dean of Medicine in charge of the Division of Postgraduate Medical Education and the WRHA Chief Medical Officer.

#### (a) In-Hospital Call

In-Hospital call refers to clinical service, or immediate availability for such service, provided by the Resident beyond the Regular Duty Hours, where the Resident is required to remain in the hospital for that time period. A Resident shall not be scheduled for In-Hospital call more than seven (7) times on average over a four (4) week period.

- (i) Splitting Call occurs when In-Hospital Call is divided between two or more Residents. Either the Employer or the Residents may choose to split call.
  - (a) The Employer may schedule a split call for educational purposes or to ensure the provision of adequate service and care to patients.
  - (b) Residents may agree to split call among themselves provided that the requested number of Residents of equal qualifications on particular services remain on duty.
- (ii) Where the employer has required or a Resident has elected to split call in accordance with sub-article 14:01(a)(i) from the date of ratification of this Agreement to June 30, 2009, the Resident shall be paid in accordance with sub-article 14:05 (c). Thereafter the Resident shall be paid in accordance with sub-article 14:05(a)(iii), and only the portion worked shall be counted toward the maximum hours worked pursuant to sub-article 14:01 and 14:02 (example: The Resident worked 12 hours of a 24 hour Call. The Resident shall be credited with 0.5 Calls)

#### (b) Home Call

Home call refers to clinical service, or immediate availability for such service, provided by the Resident beyond the Regular Duty Hours, where the Resident is not required to remain in the hospital. Home call may result in a Resident returning to the hospital. A Resident shall not be scheduled for Home call or a combination of Home call and In-Hospital call more than ten (10) times on average over a four (4) week period. As the parties have agreed to an objective that Home call or a combination of In-Hospital call and Home call be limited to

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"one in three," a Resident will not be scheduled for call more than nine (9) times during a rotation of twenty eight (28) days when that Resident was on call ten (10) times during the immediately preceding rotation. Limitations for Home call or a combination of Home call and In-Hospital call will be pro-rated for rotation periods that are other than twenty-eight (28) days long.

- 14:02 In addition to the foregoing and subject to the exceptions provided in sub-articles 14:03, a Resident shall not be required to work On-Call Duty Hours inconsistent with the following provisions:
  - (a) In-Hospital call of one (1) in four (4), such averaged over a four (4) week period or, where call-splitting has occurred in accordance with sub-article 14:01(a), the combined equivalent of seven (7) full calls over a four (4) week period.
  - (b) Two (2) weekends off in four (4), such averaged over a four (4) week period except by mutual agreement between the Employer and the Association or as provided for in sub-article 14:02(c). For the purposes of sub-article 14:02 a weekend off shall commence no later than 1700 hours on Friday and end no earlier than 0700 hours on Monday.
  - (c) Where the provision of adequate service and care to patients would be compromised such that the Employer is unable to comply with the requirements of sub-article 14:02(b) the Resident shall receive:
    - (i) one (1) weekend off in four (4);
    - (ii) sixty-two (62) consecutive hours off (the equivalent of one weekend) with pay beginning at 1700 hours on any day except Friday during the same rotation to be determined at the discretion of the Program Director or delegate; and
    - (iii) an additional day off with pay to be assigned on any weekday during the same rotation to be determined at the discretion of the Program Director or delegate.

Time assigned in accordance with sub-articles 14:02 (c) ii or iii shall not fall on the day assigned as the Resident's academic day.

- (d) The scheduled work week including first call shall not exceed an average of eighty-nine (89) hours per seven (7) day week over a four (4) week period;
- (e) There shall be not less than fourteen (14) consecutive non-working hours (i.e., no Home call) once every three (3) days, except in circumstances where it becomes necessary to accommodate the implementation of sub-article 14:02(b).
- (f) Other than to handle unforeseen exigencies, a Resident shall not be required to work more than twenty-six (26) consecutive hours (twenty-four (24) hours of Regular Duty Hours and/or In-Hospital call plus two (2) hours for transfer of care). However this shall not preclude a Resident from electing to attend seminars relating to his/her studies immediately following an on-call period. Scheduled

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Home call shall not be included in calculating consecutive hours of work except where a Resident works Home call which is scheduled to end on a weekday morning and where the Resident was required to work in the hospital during the call duty hours for more than four (4) hours, of which more than one (1) full hour is after midnight and before 0600 hours, in which case the entire Home call duty hours shall be included in calculating consecutive hours worked. Where Home call is included in calculating consecutive hours worked the Resident may, at their option, elect to work on the post-call day.

- (g) A Resident shall not be required to take call to make up for vacation time.
- (h) For the purposes of sub article 14:02, where a split call occurs on a weekend the Resident shall be deemed to have worked that weekend.
- 14:03 Duty Hours in excess of those prescribed in sub-articles 14:01 and 14:02 may be worked by an individual Resident only by reason of:
  - a Resident on the same service being ill, on maternity leave, declining over-night call after completion of thirty-one (31) weeks of gestation pursuant to sub-article 21:08, being on examination leave, educational leave or compassionate leave, provided however, that such excess Duty Hours shall not exceed one (1) duty period per month; or
  - (b) a Resident working in a Night Float Rotation that has been established and agreed upon by the appropriate Program Director, the Office of the Associate Dean of Medicine in charge of the Division of Postgraduate Medical Education, and the Association. A Resident working in a Night Float Rotation shall, however, be eligible for on-call remuneration in accordance with Article 14:05 herein; or
  - (c) a Resident working in a rotation where the number of Residents would cause the provision of adequate service and care to patients to be compromised as a result of the application of the limitations called for in sub-articles 14:01 and 14:02. In that circumstance, the Association and the Departmental Residency Program Committee responsible for the rotation, or its equivalent, (subject to consultation with and approval from the Office of the Associate Dean of Medicine in charge of the Division of Postgraduate Medical Education and the WHRA Chief Medical Officer), will agree to appropriate revisions to the limitations called for in Article 14:01 and 14:02 to the extent necessary to provide adequate service and care to patients while respecting the intent of the limitations and the legitimate interests of Residents in the rotation.
- 14:04 The additional Duty Hours referred to in sub-article 14:03 (a) shall be by mutual agreement between the Resident and the appropriate Program Director. Notification in writing of such additional Duty Hours must be submitted by the appropriate Program Director to the Office of the Associate Dean of Medicine in charge of Postgraduate Medical Education and to the Association.

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#### 14:05 On-Call Remuneration

Effective June 29, 2008 to June 30, 2009 inclusive, Residents shall receive on-call remuneration for each scheduled period of In-Hospital call and Home call as follows:

- (a) In-Hospital Call: a Resident shall be paid \$100.00 for each scheduled period of In-Hospital call fulfilled by the Resident in accordance with sub-article 14:01 (a).
- (b) Home Call a Resident shall be paid \$50.00 for each scheduled period of Home call fulfilled by the Resident in accordance with sub-article 14:01 (b).
- (c) Call Splitting
  Where a Resident has split call in accordance with sub-article 14:01 (a) i) the Resident shall be paid in accordance with the proportion of the On-Call Duty Hours worked (example: the Resident worked 8 hours of a 24 hour Call. The Resident shall be paid one-third (1/3) of the applicable remuneration listed in sub-article 14:05. Where the Resident has worked 12 hours of a 24 hour call the Resident shall be paid one-half (0.5) of the applicable remuneration listed in sub-article 14:05).

NOTE: Effective July 1, 2009 the above 14:05 is deleted and replaced with the following:

#### 14:05 On-Call Remuneration

Residents shall receive on-call remuneration for each scheduled In-Hospital call and Home call as follows:

- (a) In-Hospital Call:
  - (i) Effective July 1, 2009 to June 30, 2010 inclusive a Resident shall be paid \$102.50 for each scheduled period of In-Hospital call fulfilled by the Resident in accordance with sub-article 14:01 (a) on a weekday.
    - Effective July 1, 2010 a Resident shall be paid \$105.00 for each scheduled period of In-Hospital call fulfilled by the Resident in accordance with subarticle 14:01 (a) on a weekday.
  - (ii) Effective July 1, 2009 to June 30, 2010 inclusive, a Resident shall be paid \$110.00 for each scheduled period of In-Hospital call fulfilled by the Resident in accordance with sub-article 14:01(a) on a Saturday, Sunday or designated recognized holiday.
    - Effective July 1, 2010, a Resident shall be paid \$120.00 for each scheduled period of In-Hospital call fulfilled by the Resident in accordance with sub-article 14:01(a) on a Saturday, Sunday or designated

recognized holiday

(iii) Where a Resident has split call in accordance with sub-article 14:01 (a) i) the Resident shall be paid in accordance with the proportion of the On-Call Duty Hours worked (example: the Resident worked 8 hours of a 24 hour Call. The Resident shall be paid one-third (.33) of the applicable remuneration listed in sub-article 14:05 and shall be credited with having worked .33 calls. Where the Resident has worked 12 hours of a 24 hour call the Resident shall be paid one-half (0.5) of the applicable remuneration listed in sub-article 14:05 and shall be credited with having worked 0.5 calls).

#### (b) Home Call

(i) Effective July 1, 2009 to June 30, 2010 inclusive, a Resident shall be paid \$51.25 for each scheduled period of Home call fulfilled by the Resident in accordance with sub-article 14:01 (b) on a weekday.

Effective July 1, 2010, a Resident shall be paid \$52.50 for each scheduled period of Home call fulfilled by the Resident in accordance with subarticle 14:01 (b) on a weekday.

(ii) Effective July 1, 2009 to June 30, 2010 inclusive, a Resident shall be paid \$55.00 for each scheduled period of Home call fulfilled by the Resident in accordance with sub-article 14:01 (b) on a Saturday, Sunday or designated recognized holiday.

Effective July 1, 2010, a Resident shall be paid \$60.00 for each scheduled period of Home call fulfilled by the Resident in accordance with subarticle 14:01 (b) on a Saturday, Sunday or designated recognized holiday.

- (c) A Resident who is scheduled for Home call but is required to work in the hospital during the call for more than four (4) hours, of which more than one (1) full hour is after midnight and before 0600 hours shall be remunerated at the rate applicable to In-Hospital call.
- (d) Effective the date of ratification of this Agreement a Resident who is scheduled for Home call on a weekend or a designated recognized holiday but is required to work in the hospital during the call for more than twelve (12) hours shall be remunerated at 75% of the rate applicable to the In-Hospital call.
- (e) The Employer shall have the right to implement reasonable rules to verify that the Resident is entitled to be paid at the In-Hospital call rate for that shift.

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14:06 Duty Schedules for each service and department shall be posted covering a 28 day or one (1) month period, as applicable for the service, and shall be posted not less than one (1) week in advance of the beginning of the schedule period on appropriate departmental bulletin boards and copies of these published schedules shall be sent to the Association. The existing practice whereby Residents may interchange Duty Hours among themselves is recognized provided the requested number of Residents of equal qualifications on a particular service remain on duty.

- 14:07 When a Resident is required to be on call on a particular service, the Resident shall not be required to be on call on another service, unless being on call on more than one service is a traditionally recognized combination of On Call Duty.
- 14:08 Where a schedule is not in compliance with the provisions of this Article or where a Resident is required to work Duty Hours in excess of those prescribed herein, either the Resident or the Association may submit a grievance in accordance with Article 6.
- 14:09 Without limiting the general remedial powers of an arbitrator, no provision in Article 6 shall be deemed to limit the remedial power of a board of arbitration or a sole arbitrator, as the case may be, to award a Resident compensation either in the form of money or compensatory time off where it finds there has been a violation or misapplication of the provisions of this Article.
- 14:01 For information purposes only, Appendix "E" attached hereto sets out on-call coverage requirements as at December 1, 2008. It is acknowledged that the Employer shall determine its coverage requirements from time to time.

#### **ARTICLE 15 – CALL ROOMS**

- 15:01 During In Hospital Duty periods the Employer shall provide to the Residents one (1) room per person on call. The call rooms shall include at least the following individual line telephone service, reasonable furnishings, lighting, and access to appropriate bathroom facilities. The call rooms shall be adequately ventilated, heated and secure. Such deficiencies as presently exist will be corrected within a reasonable time. There shall be appropriate bathroom/shower facilities for every three (3) Residents on call.
- 15:02 At the request of the Association, a representative of the Association and a representative of the Employer shall inspect call rooms at the Hospitals not more than once every six (6) months or as otherwise mutually agreed for the purposes of ascertaining the condition of call rooms and identifying deficiencies.

#### **ARTICLE 16 – UNIFORMS**

16:01 Uniforms, when required, shall be provided and laundered at the expense of the Employer.

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#### **ARTICLE 17 – PARKING**

- 17:01 The Employer shall maintain the existing system of priorities for Residents with regard to placement in Hospital parking lots and shall also maintain the existing system of reciprocal parking privileges at the Hospitals.
- 17:02 Residents holding reciprocal parking passes shall be entitled to park in parking lots designated by the Hospitals during certain specified hours, all of which shall be outlined in a letter from the Employer to the Association. In order to facilitate such parking arrangements special passes, if necessary, will be issued to Residents by the Employer.

#### **ARTICLE 18 - COMMITTEES**

- 18:01 The Employer recognizes and agrees that the Association has the right to representation on or liaison with various committees of the Employer which deal or may have occasion to deal with affairs pertaining to Residents.
- 18:02 All matters pertaining to Residents originating from committees of the Employer on which the Association has no representation shall be referred to the Association.

#### **ARTICLE 19 – NON-DISCRIMINATION**

19:01 There shall be no discrimination knowingly exercised or practised by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationship, physical handicap, sexual orientation, nor by reason of membership or non-membership or participation in lawful activity in the Association.

#### <u>ARTICLE 20 – ASSOCIATION SECURITY</u>

- 20:01 The Employer shall deduct from each pay cheque the amount of dues and levies including any levies equal to any premiums that are in arrears arising from compulsory participation in the Doctors Manitoba Term Life, Disability Income and Accidental Death and Dismemberment Insurance Programs, as determined by the Association, from salaries or wages of each and every Resident covered by this Collective Agreement whether a member of the Association or not.
- 20:02 The Employer shall continue the aforesaid deductions during the life of this Collective Agreement and after the expiry date thereof, when negotiations are proceeding with a view to concluding a new Collective Agreement.
- 20:03 The Association shall advise the Employer of the amounts authorized to be deducted under sub-article 20:01 hereof and these amounts shall be forwarded by the Employer to the Treasurer of the Association within thirty (30) days, exclusive of weekends and

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- holidays, after the last pay cheque date of each month together with a list of the names of the Residents from whom deductions have been made.
- 20:04 The Association shall notify the Employer in writing of any changes in the amount of dues and levies at least two (2) months in advance of the end of the pay period in which the deductions are to be made.
- 20:05 The Association shall provide the Employer with a list of current officers and representatives of the Association.
- 20:06 The amount of the dues and levies shall be certified to the Employer over the signature of a responsible officer of the Association.
- 20:07 The Association shall indemnify and save the Employer harmless from any action resulting from the deductions of the aforesaid dues and levies.
- 20:08 There shall be no discrimination against any member of the bargaining unit by either party to this Collective Agreement because of his participation or non-participation in activities of the Association or because of his participation on any Committee on behalf of the Association
- 20:09 Officers or duly authorized representatives of the Association or a grievor shall be allowed time off with pay to attend necessary meetings with Employer representatives regarding the processing of a grievance if such meetings cannot be arranged outside of working hours. At no time shall the number of representatives exceed two (2) and the grievor.

#### <u>ARTICLE 21 – MATERNITY, PATERNITY AND ADOPTIVE LEAVE</u>

#### Maternity Leave

- 21:01 A pregnant Resident who has been employed for at least seven (7) consecutive months is eligible for maternity leave of absence without pay subject to the conditions that the Resident shall:
  - (i) as soon as practicable, provide the Employer with a medical certificate giving the estimated date of delivery; and
  - (ii) give the Employer not less than four (4) weeks' written notice of the date she shall start her maternity leave.
- 21:02 A Resident is entitled to maternity leave without pay for a period of:
  - (i) not more than seventeen (17) weeks if the date of delivery is on or before the date estimated in the medical certificate; or

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(ii) seventeen (17) weeks and a period of time equal to the time between the estimated date and the date of delivery if the date of delivery is after the estimated date.

- 21:03 Maternity leave shall commence not earlier than seventeen (17) weeks before the estimated date of delivery and end not later than seventeen (17) weeks after the delivery date.
- 21:04 A Resident may end her maternity leave at an earlier date by giving the Employer at least two (2) weeks' written notice in advance of the date she wishes to end the leave.
- 21:05 The Employer may require the Resident to commence maternity leave if the state of her health, as verified by a qualified medical practitioner, is incompatible with the requirements of her job, and such time shall be in addition to the leave she is otherwise entitled to under this Article.
- 21:06 Where a Resident must be absent from work prior to the estimated date of delivery as a result of illness or medical complications arising from the pregnancy the Resident shall be covered by sub-section 8:04 of this Collective Agreement.
- 21:07 A Resident who is entitled to maternity leave in accordance with sub-article 21:01 shall, in addition to the unpaid leave provided for in sub-article 21:02, be entitled to two (2) paid days leave of absence immediately prior to the commencement of leave pursuant to sub-article 21:02.
- 21:08 A Resident who so requests shall not be required to perform overnight call after she has completed thirty-one weeks of gestation. To the extent that it is reasonably possible the Resident shall provide her Program Director with as much notice as possible should she elect to not perform overnight call.

#### Parental Leave

- 21:09 A Resident who adopts or becomes a parent of a child is entitled to a maximum of thirty-seven (37) continuous weeks of unpaid parental leave if:
  - (a) the Resident has completed seven (7) continuous months of employment with the Employer;
  - (b) the Resident gives written notice to the Employer:
    - (i) at least four (4) weeks before the day specified in the notice as the day on which the Resident intends to commence the leave; or
    - (ii) in the case of adoption, at least one (1) day before the day specified in the notice as the day on which the Resident intends to commence the leave and the Employer is kept informed of the progress of the adoption proceedings; and
  - (c) in the case of adoption, the adoption occurs or is recognized under Manitoba law.

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- 21:10 A Resident who gives less notice than is required under sub-article 21:09(b)(i) is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.
- 21:11 Subject to sub-article 21:12, parental leave must commence not later than the first (1<sup>st</sup>) anniversary of the date on which the child is born or adopted or comes into the care and custody of the Resident.
- 21:12 Where a Resident takes parental leave in addition to maternity leave, the Resident must commence the parental leave immediately on expiry of the maternity leave and take the leaves in one continuous period unless otherwise approved by the Employer.
- 21:13 A Resident's parental leave ends:
  - (a) thirty-seven (37) weeks after it began; or
  - (b) if sub-article 21:10 applies, thirty-seven (37) weeks after it began less the number of days provided for in that sub-article.
- 21:14 A Resident may end his or her parental leave earlier than the day set out in sub-article 21:13 by giving the Employer written notice at least two (2) weeks before the day the Resident wishes to end the leave.
- 21:15 A Resident who does not return to work in accordance with his/her leave of absence shall not be entitled to reinstatement.

#### Partner Leave

- 21:16 Two (2) days of leave with pay shall be granted to a Resident:
  - (a) whose spouse or common-law partner has given birth to a child provided that the Resident has provided the Program Director with at least four weeks notice of the expected date of delivery; or
  - (b) who has or whose spouse or common-law partner has adopted a child, with the adoption occurring or being recognized under Manitoba Law provided that the Resident has kept the Program Director apprised of the status of the adoption proceedings.
- 21:17 For information purposes only, Residents are eligible to apply for benefits under Doctors Manitoba Maternity/Parental Benefits Program. Attached as Appendix "C" is the Maternity/Parental Benefits Program Information for Physicians.
  - The entitlement or denial of benefits under this Program is not subject to Grievance and Rights Arbitration Procedures under Article 6.

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#### <u>ARTICLE 22 – PERSONAL EFFECTS</u>

- 22:01 A Resident who, during the course of his duties, suffers damage to or loss of eyeglasses, watches, or other personal articles and/or professional instruments carried by the Resident in the performance of his duties, shall be eligible to apply to the Employer for repairs and/or replacements in accordance with the Employer's policy. A Resident who, during the course of his duties, and because of the action of a patient, visitor, or a member of the public, suffers damage to, or loss of, eyeglasses, watch, or other personal articles and/or professional instruments carried by the Resident in the performance of his duties, shall be eligible to apply to the Employer for repairs and/or replacements in accordance with the Employer's policy. Further, it is recognized that replacement or repairs under the Employer's policy will be made where loss or damage to the articles referred to above occur as a result of a Resident having to provide patient care and/or fulfill his/her duties pursuant to the Employer's rules or procedures in circumstances where the Resident does not have sufficient time to secure personal articles or professional instruments or where proper facilities do not exist to enable the Resident to properly secure such personal articles or professional instruments. Nothing in this article requires the Employer to pay for loss or damage which is a direct result of personal negligence on the part of the Resident.
- 22:02 All incidents of loss or damage to personal articles such as described in sub-article 22:01 shall be reported in writing by the Resident affected, or if necessary, by someone else on behalf of that Resident affected, to the Medical Vice-President of the Employer, within ten (10) business days of the incident. The Personal Effects Loss Reporting Form, attached hereto as Appendix "B", shall contain the signature of a witness to the loss or damage if possible.

#### **ARTICLE 23 – CONSULTATION WITH ADMINISTRATION**

23:01 The Employer agrees that meetings shall be arranged periodically between the President(s) of the Association, and the respective President and/or Medical Vice-President of the Employer, to discuss matters of mutual concern, or anticipated future changes suitable for discussion which would directly affect the Residents. If predetermined dates cannot be established, then the Association shall submit a request for a meeting date. Such meetings are to be arranged at a time mutually acceptable to both parties and are to be held not less than quarterly (four (4) times per year). Meetings may be requested by either party by giving notice in writing and the Committee shall meet within seven (7) days of receipt of such notice unless altered by mutual agreement. Such Committee shall have four (4) members appointed by the Association and four (4) members appointed by the Employer, which includes one (1) from PGME.

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#### <u>ARTICLE 24 – COMPLAINTS AGAINST RESIDENTS</u>

- 24:01 Complaints against a Resident alleging that the Resident has failed to fully and properly perform his duties shall be made in writing on an appropriate Medical Report Form developed by the Employer.
- 24:02 Complaints as described in sub-article 24:01 regardless of the originator of the complaint, shall be made in writing and shall be submitted directly to the Office of the Vice-President in charge of medical affairs of the Employer.
- 24:03 Upon receipt of the complaint, the Vice-President in charge of medical affairs of the Employer shall immediately notify, in writing, the affected Resident of the substance of the complaint and shall invite the Resident concerned to prepare a verbal and/or written response thereto.
- 24:04 The Vice-President may choose to process the complaint or not, but always in accordance with the policies of the Employer and/or the Medical By-Laws as they apply to the Employer's Clinical Staff. If consultation of the Vice-President with other personnel is deemed advisable, said Resident shall be personally invited to meet with the Vice-President to discuss the complaint and minutes of such meetings may be kept. At the above and any subsequent meeting with Employer's personnel convened to discuss the complaint and to which meeting the Resident is requested to attend, if he so elects he may have a representative of the Association attend such meeting.
- 24:05 It is understood that all original Employer records or facsimiles thereof relating to the complaint and its disposition shall be kept in strictest confidence under the care and control of the Vice-President at all times. It is further understood that no other permanent Employer copies of the above records shall be made, unless they are required by law or due process, to meet Board or Committee requirements.

#### **ARTICLE 25 – INTERPRETATION**

25:01 Wherever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine has been used if the context of the Collective Agreement so requires.

#### <u>ARTICLE 26 – HEALTH SERVICES INSURANCE PREMIUMS</u>

26:01 In the event of the reinstatement of health services insurance premiums, the Employer shall finance the cost of fifty (50%) percent of such premiums for all Residents during the life of the Collective Agreement.

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#### ARTICLE 27 – DENTAL PLAN

27:01 All Residents covered by this Collective Agreement shall continue to be covered by the Health Sciences Centre Dental Plan now in effect with a premium of three dollars and ninety-nine cents (\$3.99) per month for such coverage being paid by the Resident. The benefits and terms of the said Plan, during the life of this Collective Agreement, shall be no less than those currently in effect. If the Health Sciences Centre Dental Plan now in effect is amended during the life of the Collective Agreement to provide benefits superior to those now in force for any other employee group then such benefits shall automatically be extended to Residents.

#### <u>ARTICLE 28 – BEREAVEMENT LEAVE</u>

- 28:01 Bereavement leave of three (3) working days with pay shall be granted by the Employer to a Resident, upon request in the event of the death of a spouse, common law spouse, parent, spouse's parent, grandparent, sibling, child, legal guardian or legal ward.
- 28:02 The Program Director may grant up to two (2) additional working days with pay for traveling time in the event the funeral occurs outside the Province of Manitoba.

#### **ARTICLE 29 – HEALTH AND WELFARE**

29:01 If, during the life of this Collective Agreement, health and welfare benefits are modified or extended to any other of the Employer's employee groups, then the Association shall be given notice of the fact these benefits are being extended to other groups. Further, the Association shall be given a period of sixty (60) days after receiving such notice, within which to decide whether it wishes to take advantage of and participate in said programs. It is understood that the Association need not participate in such programs or plans, but if it decides to do so, on behalf of its members, then the Employer would extend the same plans to the Residents on the same basis that it was extended to other groups.

#### <u>ARTICLE 30 – RESIGNATION AND TRANSFER</u>

- 30:01 Employment may be terminated voluntarily by a Resident subject to a minimum of four (4) weeks of written notice to the appropriate Program Director.
- 30:02 A Resident shall provide, to the appropriate Program Director, a minimum of four (4) weeks written notice of intent to transfer into another program.

#### <u>ARTICLE 31 – ASSOCIATION BUSINESS</u>

31:01 The President of the Association shall be entitled to the equivalent of one (1) paid day per month in order to attend to administrative and Association business.

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31:02 Two (2) Vice-Presidents of the Association shall each be entitled to the equivalent of one-half (1/2) day paid per month in order to attend to administrative and Association business.

#### **ARTICLE 32 – PART-TIME RESIDENTS**

32:01 Part-time Residents shall be entitled to all benefits outlined in this Collective Agreement on a pro-rata basis to that of full-time Residents depending on time worked.

#### <u>ARTICLE 33 – NON-MEDICAL RESIDENTS</u>

- 33:01 The term "Resident" wherever used in this Collective Agreement shall be deemed to include, where the context requires, a postgraduate trainee in Clinical Psychology, Dentistry, Oral Surgery and Clinical Chemistry.
- 33:02 For the purpose of applying Article 7:03 of the Collective Agreement to these non-medical interns in Clinical Psychology, Dentistry, Oral Surgery and Clinical Chemistry, remuneration levels shall be as follows:

Specialty	Remuneration Level(s)
-----------	-----------------------

Dentistry Level I Clinical Psychology Level I

Clinical Chemistry
Oral Surgery
Level II, III and IV
Level II, III, IV and V

#### <u>ARTICLE 34 – RATIFICATION</u>

34:01 The Association Board of Directors shall recommend acceptance of this Agreement to its members. This Agreement shall become final and binding upon written communication by the Association to the Employer of such acceptance of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year above written.

#### PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNS OF MANITOBA

# WINNIPEG REGIONAL HOSPITAL AUTHORITY

Per:		Per:
_	Andrew Czarnecki, M.D.	Brian Postl, M.D.
	Co-President	Chief Executive Officer
Per		
	Arjuna Ponnampalam, M.D.	
	Co-President	

# SCHEDULE "1" - SALARIES

Level VIII PGY8	\$80,379 \$3 \$84,720 \$8,838
Level VII PGY7	\$75,271 \$78,583 \$80,548
Level VI PGY6	\$70,926 \$74,047 \$75,898
Level V PGY5	\$66,492 \$69,418 \$71,153
Level IV PGY4	\$62,058 \$64,789 \$66,409
Level III PGY3	\$57,626 \$60,161 \$61,665
Level II PGY2	\$53,313 \$56,086 \$57,488
Level I PGY1	\$48,342 \$50,034 \$51,285
Effective Date	July 1, 2008 July 1, 2009 July 1, 2010

#### APPENDIX "A"



#### MONTHLY PARKING CONTRACT

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#### APPENDIX "B'



# PARIM PERSONAL EFFECTS LOSS REPORTING FORM

NAME OF RESIDENT REPORTING LOS	SS·
MAILING ADDRESS:	<del></del>
PHONE NUMBER: Work	
DATE OF INCIDENT:	
TIME OF INCIDENT:	
LOCATION OF INCIDENT:	
PATIENT BEING TREATED:	
REMARKS: (Description of Incident)	_
NAME OF WITNESS(ES):	
PHONE NUMBER:	
THORE INDIVIDER.	
Giral CD Circles Division	- Ci AWY
Signature of Reporting Physician	Signature of Witness
Please direct to Shannon Abrose, WRHA, 1	55 Carlton, Suite 1800, Winnipeg, MB R3C 4Y1
COMMENTS AND/OR FOLLOW-UP:	
Date Received by Corporate Office	



#### **APPENDIX "C"**

#### DOCTORS MANITOBA MATERNITY/PARENTAL BENEFITS PROGRAM

#### INFORMATION FOR PHYSICIANS

#### Overview

In June 2002 Doctors Manitoba negotiated Manitoba Health funding for a Maternity/Parental Benefits Program for eligible Manitoba physicians. The Program will provide partial income replacement for a physician parent who wants to take a leave from practice soon after the birth/adoption of a child. Benefits were paid retroactive to April 1, 2002. Physicians who were on a maternity/parental leave at that date, or started a leave thereafter, are eligible to claim benefits from the Doctors Manitoba Program.

#### Am I eligible to claim?

If you have practiced medicine or been a Resident in Manitoba in the 12 months immediately prior to taking a leave of absence to care for a newborn or adopted child aged 5 or under, you are eligible to file a claim for benefits. You must take a minimum two weeks leave. This Program covers all Manitoba physicians regardless their income modality (feefor-service or alternate payment mechanisms). However, since Manitoba Health funds the program, only physicians (including Residents) who receive their "qualifying income" directly or indirectly from Manitoba Health are eligible for a benefit. Physicians must have held a license during their qualifying period to be eligible to claim benefits from this Fund. Physicians who practice in Manitoba under a short-term license are not eligible to claim benefits from this Fund.

#### What benefits are available?

In general, you are eligible for up to 17 consecutive weeks of benefits as long as you have earned qualifying income for at least 17 weeks in the 12 months prior to your leave. If you have earned qualifying income for less than 17 weeks in the year prior to your leave, your maximum benefit period will be equal to the number of weeks you actually worked.

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Your claim period can begin as early as four weeks prior to the expected birth/adoption, but no later than six weeks after the baby's discharge from hospital or date of placement of your adopted child. In effect, the claim period expires 23 weeks after the adoption/discharge (6 + 17 = 23). No claims will be paid after that time.

The amount of your weekly benefit is based on your qualifying income over the past year. It will be calculated as 60% of your average gross weekly earnings over the best six months of the 12 months (or portion thereof) immediately prior to your leave. However, the maximum gross benefit is \$1,200 per week, regardless of your qualifying income. If you have worked less than six months in the past year, your qualifying income will be calculated on all weeks worked prior to the leave.

#### Can I earn other income while on leave?

While benefits are being paid, you may also receive up to \$2,000 gross income per biweekly claim period from all other sources. Your weekly benefit will be reduced, dollar for dollar, if you receive more than \$2,000 income from other sources during that bi-weekly claim period. Other sources of income include Employment Insurance, salary top-ups, vacation pay, fee-for-service remittance income, disability insurance benefits, etc. For example, a physician who is eligible to receive a \$1,200 weekly benefit, who also earns \$2,500 fee-for-service income per bi-weekly claim period, would receive only (\$2,400 - \$500 excess earnings) = \$1,900 for the bi-weekly claim period from the Maternity/Parental Benefits Program. If you take a paid vacation period at the start of your leave period, or you expect a significant fee-for-service remittance in the period immediately after the birth/adoption, you may be wise to delay the start of this program (it can begin as late as 6 weeks after the birth/adoption).

#### Can I share the leave with my spouse?

If both parents are physicians, they can *sequentially* share the 17 consecutive week benefit period if both take a leave of absence from their practice. The amount of benefit paid in any week will be based on the qualifying income of whichever parent is on leave at that time.

#### What else should I know?

Benefits are only payable to physicians who are Resident in Manitoba. Relocation from the province will automatically terminate benefits.

Maternity/Parental benefits are taxable and Doctors Manitoba is required to submit income taxes on your behalf. We automatically will submit taxes at the maximum rate. A T4A slip will be issued to you for income tax purposes.

#### How do I apply?

Contact Barry Hallman, Trust Programs Coordinator at Doctors Manitoba by calling 985-5865 or 985-5888 or for rural members 1-888-322-4242. He will send you an Application for Benefits form. You must complete and return the Application form to establish your eligibility for benefit (the maximum weekly benefit you are eligible for and the maximum number of consecutive weeks that you may claim).

Thereafter, he will send you a series of simple biweekly Claim forms. To be eligible to receive a benefit for each biweekly period, you must submit a Claim form to detail income you have received from *all other sources* during the claim period. Doctors Manitoba will calculate and deposit your benefit directly to your bank account two weeks following the end of each claim period.

#### What information does Doctors Manitoba require?

You must initiate your claim within 6 weeks of the adoption/discharge. To initiate your claim Doctors Manitoba needs the following information, which you will be asked to provide on the Application for Benefits form:

- Identifying information about yourself
- Key dates affecting your maternity/parental leave
- Information on your qualifying income for each month during the 12 months prior to your leave
- A void cheque for direct deposit of benefit payments to your bank account.

In addition, for audit and verification purposes, you must agree to provide copies of relevant financial reports (e.g. income tax returns, Manitoba Health remittances, other employer remittances, etc.) upon our request.

Finally, you must submit proof of the birth/adoption, such as a physician's or hospital's report of the birth, or birth certificate/adoption certificate.

#### Further Questions?

If you have any other questions or concerns about this Program please contact Barry Hallman, Doctors Manitoba Trust Programs Coordinator, by phone: 985-5865 or 985-5888 or 1-888-322-4242, fax: 985-5844, or e-mail bhallman@docsmb.org.

#### **SAMPLE CALCULATIONS**

#### 1. <u>Commencement of Benefits</u>

In many situations, the physician is probably advantaged by delaying the start of benefits as long as possible (the benefit period can start a maximum of 6 weeks after actual commencement of the leave). In that manner, more of the leave taken can be compensated.

#### <u>Example</u>

- Actual leave began Wednesday, January 30, 2002.
- Physician chooses to start benefit period 6 weeks later on Wednesday, March 13, 2002.
- Benefits are payable for a maximum of 17 consecutive weeks thereafter, and thus the benefit period will end Wednesday, July 10, 2002.
- However, no benefits are payable for the period prior to the April 1, 2002 startup date of this program, therefore the physician will be eligible to claim benefits from Monday, April 1, 2002 to Wednesday, July 10, 2002.

#### <u>Example</u>

- Actual leave began Wednesday, July 3, 2002.
- Physician receives vacation pay for first 4 weeks of the leave (or past fee-for-service remittance during first two/three weeks of leave).
- Physician chooses to start benefit period about 4 weeks after actual leave began so as to reduce/eliminate the loss of benefits due to having a simultaneous income from another source.
- Physician chooses to start the benefit period Saturday, August 3, 2002 and is eligible to receive benefit for a maximum of 17 consecutive weeks thereafter ending Friday, November 30, 2002.

#### 2. <u>Determination of Qualifying Income & Benefit Amount</u>

Your benefit level is affected by your past gross income. You must report your monthly gross income on the application form so we can calculate your qualifying income. It will be calculated as 60% of your average gross weekly earnings over the best 6 of the 12 months (or portion thereof) immediately prior to your leave. However, the maximum benefit available to all claimants is \$1,200 per week regardless of prior income.

#### **Example**

- Salaried physician who earned \$12,000 gross income per month for all 12 months prior to the start of actual leave period.
- Gross income on best 6 months is  $6 \times 12,000 = 72,000$ .
- Qualifying income per week is  $$72,000 \div 26$$  weeks = \$2,769
- 60% of qualifying income is  $.6 \times \$2,769 = 1,661$ .
- Benefit is maximized at \$1,200 per week.

#### <u>Example</u>

- A fee-for-service physician worked only 8 months prior to start of actual leave. We use the gross income from the best 6 months: \$10,000, \$11,000, \$12,200, \$10,900, \$9,200, \$10,500.
- Total gross over best 6 months = \$63,800.
- Qualifying income per week =  $$63,800 \div 26$  weeks = \$2,454
- 60% of qualifying income is  $.6 \times \$2,454 = \$1,472$
- Benefit is maximized at \$1,200 per week.

#### 3. Factors Which Reduce Your Benefit Amount

You are allowed to receive a maximum of \$2,000 of income per bi-weekly claim period from all other sources in addition to your maternity leave benefit. If you earn more than that, the extra earnings are deducted dollar for dollar from your benefit.

#### **Example**

- Salaried physician is entitled to \$1,200 per week from the Maternity/Parental Benefit Program.
- Physician also receives \$417 a week for E.I. benefits.
- There is no reduction to the leave benefit.

#### **Example**

- Physician is entitled to \$1,200 per week from the Maternity/Parental Benefits Program.
- Physician also receives \$2,500 remittance for past fee-for-service activity.
- Physician receives \$1,200 leave benefit for one week and \$700 for the other week because she exceeded the \$2,000 bi-weekly maximum income from other sources by \$500 (\$2,500-\$2,000 = \$500).

# APPENDIX "D" ELIGIBLE TUITION

PROGRAM	COURSE	LOCATION
Allergy & Clinical Immunology – adult and pediatric	Biostatics I	University of Manitoba
Community Medicine	Masters Program in Public Health	University of Manitoba
Critical Care	Biostatics I Biostatics II ATLS PALS MCCKAP TIPS	University of Manitoba
Radiology	Armed Forces Institute of Pathology Sacramento Physics Course	
Endocrinology & Metabolism	Biostatics I	University of Manitoba
Hematology – Adult	Cancer Biology Basic Sciences review Course in Hematology and Oncology	University of Manitoba Harvard Medicine
Medical Genetics	Introduction to Human Genetics Project Course in Human Genetics Seminars in Human Genetics Special Topics in Human Genetics Principles and Practice of Human Genetics Mammalian and Human Cytogentics Human Biochemical and Molecular Variation Laboratory Methods in Human & Medical Genetics Genetic Epidemiology of Human Populations Mammalian Molecular Genetics	University of Manitoba
Neonatal-Perinatal	Biostatics I Biostatics II	University of Manitoba University of Manitoba
Orthopaedics	ATLA	

	AO Basic Course	
Otolaryngology	Iowa Basic Science Course Pediatric Airway Endoscopy Course	University of Iowa Chicago
Pediatrics	NRP – Neonatal Resuscitation Provider Course PALS – Pediatric Advanced Life Support APLS – Advanced Pediatric Life Support	
Clinical Health Psychology	Psychology Internship Psychology Postdoctorate	University of Manitoba University of Manitoba
Rheumatology	Biostatics I Advanced Clinical Immunology	University of Manitoba
Urology	Basic Sciences of Urology	University of Virginia
Emergency	Biostatics I ACLS ACLS Instructor's Course ATLS ATLS Instructor's Course PALS APLS APLS AIME	University of Manitoba
Surgery	Advanced Oral Pathology Advanced Oral and Maxillofacial Surgery Seminar I Clinical Advanced Oral and Maxillofacial Surgery I Advanced Oral and Maxillofacial Surgery Seminar II Clinical Advanced Oral and Maxillofacial Surgery II Clinical Advanced Oral and Maxillofacial Surgery III Clinical Advanced Oral and Maxillofacial Surgery IV	University of Manitoba University of Manitoba University of Manitoba University of Manitoba University of Manitoba University of Manitoba University of Manitoba

The following programs have not identified additional required courses as of the date of this letter of understanding:

Cardiology (Adult & Pediatric), Cardiac Surgery, Geriatric Medicine, Infectious Disease (Pediatric), Maternal & Fetal Medicine, Medical Oncology, Neurology, (Adult & Pediatric), Neurosurgery, Pathology (General), Physical Medicine & Rehabilitation, Thoracic Surgery, Palliative Medicine, Psychiatry, Nephrology, and Vascular Surgery.

# APPENDIX "E" ON-CALL REQUIREMENTS

Facility		Program	In-House Designation	Home Call Designation
SBGH	Anesth Surgical Call / Maternity	Anesthesia	Yes	
HSC	Anesth Cardiac	Anesthesia		Yes
HSC	Anesth General Surgical	Anesthesia	Yes	
VGH/GGH/CGH	Anesth Community	Anesthesia	Yes	
HSC	Anesth Maternity	Anesthesia	Yes	
HSC	Anesth Neuro	Anesthesia		Yes
HSC/SBGH	Anesth Pain / Acute	Anesthesia		Yes
HSC	Anesth Ped	Anesthesia		Yes
Regional	Anesth Pain / Regional	Anesthesia		Yes
HSC/SBGH	Anesth Pain / Chronic	Anesthesia		Yes
SBGH	Cardiac Surgery	Cardiac Sciences	Yes	
SBGH	Cardiology / Junior	Cardiac Sciences	Yes	
SBGH	Cardiology / Senior	Cardiac Sciences	Yes	
HSC	Neonatology #1	Child Health	Yes	
HSC	Neonatology Transport	Child Health		Yes
HSC	Neonatology #2	Child Health	Yes	
SBGH	Neonatology	Child Health	Yes	
HSC	Pediatric Resident / Screening	Child Health	Yes	
HSC	Pediatric Resident / Screening	Child Health	Yes	
HSC	Pediatric Resident / Elm	Child Health	Yes	
HSC	Pediatric Resident / Oak	Child Health	Yes	
HSC	Pediatric Resident / Pine	Child Health	Yes	
HSC	Pediatric Resident / Maple	Child Health	Yes	
HSC	PICU	Child Health	Yes	
HSC	Ped Nephrology	Child Health		Yes
HSC	Pediatric Haematology, Oncology	Child Health		Yes
Thompson	Ped Resident Call	Child Health		Yes
Brandon	Ped Resident Call	Child Health		Yes
HSC	Ped Resident Call	Child Health		Yes
HSC	Pediatric Respirology	Child Health		Yes
SBGH	MSICU-Resident	Critical Care	Yes	
SBGH	MSICU-PGY1	Critical Care	Yes	
HSC	SICU-Resident	Critical Care	Yes	

Facility	Position Name	Program	In-House Designation	Home Call Designation
HSC	SICU-PGY1	Critical Care	Yes	
HSC	MICU-Resident	Critical Care	Yes	
HSC	MICU-PGY1	Critical Care	Yes	
HSC	Radiology / Junior	Diagnostic Imaging		Yes
HSC	Radiology / Senior Backup	Diagnostic Imaging		Yes
SBGH	Radiology / Weekend	Diagnostic Imaging		Yes
HSC	Nuclear Medicine/ Weekends & Holidays	Diagnostic Imaging		Yes
HSC	Toxicology	ER		Yes
KMC	Family Med	Family Medicine		Yes
SBGH	Family Med	Family Medicine		Yes
Parkland	Family Med / St. Rose Call	Family Medicine		Yes
Parkland	Family Med / Dauphin Hospital Call	Family Medicine	Yes	
Parkland	Family Med / Dauphin Obstetrics	Family Medicine		Yes
Parkland	Family Med / Dauphin Surgery	Family Medicine		Yes
Parkland	Family Med / All Sites Elective	Family Medicine		Yes
Parkland	Family Med / Brandon ICU	Family Medicine		Yes
Parkland	Family Med / Brandon ICU Pediatric	Family Medicine		Yes
Parkland	Family Med / Dauphin Int Med Rotation	Family Medicine		Yes
Centre de Sante	Bilingual Program	Family Medicine		Yes
Centre de Sante	Bilingual Program Rural Rotation	Family Medicine		Yes
Regional	Family Med / Rural Call	Family Medicine		Yes
SOGH	Family Med Surgery	Family Medicine		Yes
HSC	Genetics / Genetics	Genetics		Yes
HSC	Genetics / Metabolic Rotation	Genetics		Yes
HSC	General Pathology	Laboratory Medicine		Yes
HSC	Endo	Medicine		Yes
SBGH	Endo	Medicine		Yes
HSC/SBGH	GI	Medicine		Yes
HSC/SBGH	ID / Fellows 2 <sup>nd</sup> Call	Medicine		Yes
HSC/SBGH	ID / Elective Rotation	Medicine		Yes

			In-House	Home Call
Facility		Program	Designation	Designation
HSC	Internal Med A Service	Medicine	Yes	
HSC	Internal Med D Service	Medicine	Yes	
HSC	Internal Med H Service	Medicine	Yes	
HSC	Internal Med / Night Screener	Medicine	Yes	
HSC	Internal Med / Junior	Medicine	Yes	
HSC	Internal Med / Senior	Medicine		Yes
GGH	Internal Med / PGY1	Medicine	Yes	
SBGH	Internal Med / Junior	Medicine	Yes	
SBGH	Internal Med / A Service	Medicine	Yes	
SBGH	Internal Med / B Service	Medicine	Yes	
SBGH	Internal Med / Night Screener	Medicine	Yes	
HSC	Nephrology / Adult	Medicine		Yes
SBGH	Nephrology / Adult	Medicine		Yes
HSC	Neurology / Adult	Medicine		Yes
SBGH	Neurology / Adult	Medicine		Yes
HSC / SBGH	Respirology / Adult	Medicine		Yes
HSC	Reumatology	Medicine		Yes
HSC	Psychiatry / Resident	Mental Health	Yes	
HSC	Psychiatry / PGY1	Mental Health	Yes	
SBGH	Psychiatry / Resident	Mental Health		Yes
SBGH	Psychiatry / PGY1	Mental Health		Yes
HSC	Hematology	Oncology		Yes
SBGH	Hematology	Oncology		Yes
HSC	Medical Oncology	Oncology		Yes
SBGH	Medical Oncology	Oncology		Yes
Regional	Palliative / After Hours First	Palliative Care		Yes
Regional	Palliative / After Hours Second	Palliative Care		Yes
HSC	Pediatric Dentistry	PhD		Yes
HSC	Oral Surgery / First	PhD		Yes
HSC	Oral Surgery / Second	Phd		Yes
HSC	Clinical Chemistry / On Call Chemist	PhD		Yes
SBGH	Geriatric	Rehab/Geriatrics		Yes
HSC	Physical Medicine	Rehab/Geriatrics		Yes
HSC	ENT (Paired)	Surgery		Yes

Facility	Position Name	Program	In-House Designation	Home Call Designation
HSC	Neurosurgery	Surgery		Yes
HSC	Orthopedic Spine	Surgery		Yes
HSC	Orthopedic / Junior	Surgery		Yes
HSC	Orthopedic / Senior	Surgery		Yes
HSC	Orthopedic / Pediatric	Surgery		Yes
CGH	Orthopedic	Surgery		Yes
PAM	Orthopedic	Surgery		Yes
HSC	Pediatric General Surgery	Surgery		Yes
HSC	Plastic / Junior	Surgery		Yes
HSC	Plastic / Senior	Surgery		Yes
HSC	Surgery / Junior Gold	Surgery	Yes	
HSC	Surgery / Senior Gold	Surgery		Yes
HSC	Surgery / Senior Orange & Green	Surgery		Yes
HSC	Surgery / Junior Orange	Surgery	Yes	
HSC	Surgery / Junior Green	Surgery	Yes	
SBGH	Surgery / First Call (1700-0700)	Surgery	Yes	
SBGH	Surgery / A Housestaff (1700-0700)	Surgery		Yes
SBGH	Surgery / Senior Second Call (1700-0700)	Surgery		Yes
Brandon	Surgery	Surgery		Yes
Dauphin	Surgery	Surgery		Yes
HSC	Thoracic Surgery	Surgery		Yes
HSC/SBGH	Urology / Resident HSC	Surgery		Yes
HSC/SBGH	Urology / Backup	Surgery		Yes
HSC	Vascular Surgery	Surgery		Yes
SBGH	Plastic / Housestaff	Surgery		Yes
SBGH	Vascular Surgery	Surgery		Yes
HSC	Ob/Gyn – Gyn Oncology	Womens Health		Yes
HSC	Ob/Gyn – Obs Resident	Womens Health	Yes	
HSC	Ob/Gyn – Obs PGY1	Womens Health	Yes	
HSC	Ob/Gyn – Gyn Resident	Womens Health	Yes	
HSC	Ob/Gyn – Gyn PGY1	Womens Health	Yes	
SBGH	Ob/Gyn – Obs Resident	Womens Health	Yes	
SBGH	Ob/Gyn – Obs PGY1	Womens Health	Yes	
SBGH	Ob/Gyn – Gyn Resident	Womens Health	Yes	
SBGH	Ob/Gyn – Gyn PGY1	Womens Health	Yes	
Regional	Community Health Sciences	WRHA Other		Yes

Facility	Position Name	Program	In-House Designation	Home Call Designation
HSC	Radiation Oncology / First	WRHA Other		Yes
HSC	Radiation Oncology / Second	WRHA Other		Yes