

**PROFESSIONAL ASSOCIATION OF RESIDENTS
AND INTERNS OF MANITOBA**

-and-

SHARED HEALTH

**COLLECTIVE AGREEMENT
July 1, 2021 to June 30, 2024**

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THIS COLLECTIVE AGREEMENT made and entered into this 28th day of October, 2022.

BETWEEN:

**PROFESSIONAL ASSOCIATION OF RESIDENTS
AND INTERNS OF MANITOBA**

(hereinafter called “PARIM”)

-and-

SHARED HEALTH

(hereinafter called the “Employer”)

PREAMBLE

WHEREAS Residents are assigned to certain hospitals and sites in Manitoba’s health system as part of their required training and education;

AND WHEREAS Residents are associated with the Medical Staff of such hospitals and sites as part of their training and education or in order to achieve their competencies in family medicine or specialty area;

AND WHEREAS the relationship between the Employer and each Resident is that of employer and employee, whereby a Resident 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 College of Medicine’s mandate and responsibility for post-graduate education;

AND notwithstanding the College of Medicine’s mandate and responsibility for post-graduate education, any actions taken by the College 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 entitlements;

AND WHEREAS it is the desire of the parties to this Collective Agreement to establish and maintain a harmonious and beneficial relationship, which includes a mutual commitment to promoting a positive work and learning environment for Residents, and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties to this Collective Agreement assure a desire to provide consistent, reliable, quality patient care across Manitoba, to maintain professional standards, and to promote and maintain an effective and professional working relationship between the Employer, PARIM and the Residents;

AND WHEREAS this preamble is an integral part of this Collective Agreement and the appendices that are attached hereto form part of the Collective Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

1:01 The term “Resident” means 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, College of Medicine.

1:02 The term “Non-Physician Resident” means a postgraduate trainee in Clinical Psychology Residency, Pediatric Dentistry, Oral Maxillofacial Surgery, Dental Internship, Clinical Biochemistry, Clinical Microbiology, and Molecular Genetics and Cytogenetics who is registered with the University of Manitoba. Wherever used in this Collective Agreement, the term “Resident” shall be deemed to include, where the context requires, a “Non-Physician Resident”.

Additional non-physician postgraduate trainees seeking to be included within the scope of this Agreement during the term of same shall only be added by mutual agreement of the Employer and PARIM or by Order of the Manitoba Labour Board.

1:03 “RCPSC” - means the Royal College of Physicians and Surgeons of Canada.

1:04 “CFPC” - means the College of Family Physicians of Canada.

1:05 “PGME” - means the Postgraduate Medical Education Program of the College of Medicine, Faculty of Health Sciences, University of Manitoba.

1:06 “CMPA” – means the Canadian Medical Protective Association.

ARTICLE 2 – RECOGNITION/ADMINISTRATION OF AGREEMENT

2:01 The Employer recognizes PARIM 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 PARIM recognizes the sole right of the Employer without restriction or limitation, unless otherwise expressly provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient care and the right to direct the work of its Residents.

2:04 In administering this Collective Agreement and in exercising management rights pursuant to 2.03, the Employer shall act reasonably, fairly and in good faith and in a manner consistent with the agreement as a whole.

2:05 An individual who is not a Resident or Non-Physician Resident seeking to be included within the scope of this Collective Agreement shall only be added by mutual agreement of the Employer and PARIM or by Order of the Manitoba Labour Board.

ARTICLE 3 – DURATION OF AGREEMENT

- 3:01 The provisions of this Collective Agreement, unless otherwise specified, shall become effective from and including July 1, 2021, up to and including June 30, 2024, 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 PARIM to the other party not earlier than December 1, 2023, nor later than April 1, 2024, and in the case of notice of termination being given, this Collective Agreement shall terminate on June 30, 2024. If notice for revision or termination of this Collective Agreement is not made by April 1, 2024, 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.

ARTICLE 4 – INTEREST ARBITRATION

- 4:01 If, after notice is given according to 3:02, the parties do not arrive at a revision of this Collective Agreement, or a new Collective Agreement, on or before May 31, 2024, 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 their 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 their 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 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.

ARTICLE 5 – GRIEVANCE AND RIGHTS ARBITRATION PROCEDURES

5:01 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.

5:02 The word “days” as used in this Article do not include Saturdays, Sundays and General Holidays.

5:03 Grievances shall be processed in the following manner and sequence:

STEP 1

The Resident, or PARIM on behalf of the Resident, shall within sixty (60) days of when the Resident first ought to have been aware of the circumstances giving rise to the grievance, present the grievance in writing to the Employer’s Director – Provincial Medical Administration Office or designate. Upon receipt of the grievance the Employer’s Director – Provincial Medical Administration Office or designate shall investigate the grievance and give their decision in writing to the Resident, or PARIM on behalf of the Resident, within ten (10) days of receipt of the grievance.

STEP 2

Failing satisfactory settlement at Step 1, PARIM, on behalf of the Resident, shall submit the written grievance to the Employer’s Chief Medical Officer within fifteen (15) days of the date on which the Employer’s Director – Provincial Medical Administration Office or designate issued or is required to issue their answer in writing. The grievance shall be investigated by the Employer’s Chief Medical Officer or designate and in this regard a meeting shall be held by the Chief Medical Officer or designate within twenty (20) days of their receipt of the grievance, at which time the grievor and representatives of PARIM shall be in attendance. The Employer’s Chief Medical Officer or designate shall thereafter issue their decision in writing to the Resident and to PARIM within twenty- five (25) days of the date following the grievance meeting.

5:04 Rights Arbitration

Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, either party may submit the matter to rights arbitration within fifteen (15) 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. The parties will mutually agree on a sole arbitrator within fifteen (15) days. If the parties fail to agree upon a sole arbitrator within the time limit, the appointment shall be made by the Chief Justice of the Court of Queen’s Bench, upon the request by either party to this Collective Agreement. The sole arbitrator 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.

5:05 The sole arbitrator shall not have jurisdiction to alter, enlarge, modify, or amend the provisions of this Collective Agreement, nor to make any decision inconsistent therewith.

5:06 PARIM shall have the right to present a policy grievance on its own behalf or on behalf of a group of Residents. Such grievance shall be presented initially at Step 2 within sixty (60) days of when PARIM 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.

5:07 Each party shall share equally the fees and expenses of the sole arbitrator.

5:08 Time Limits

The time limits as stated herein may be extended by mutual agreement, in writing, between the parties. The parties may, by consent and in writing, hold the timelines stated herein in abeyance on a without prejudice basis to allow time for informal discussions.

ARTICLE 6 – REMUNERATION

6:01 The establishment of classifications for remuneration of Residents shall conform with the level of their approved training as recognized by the RCPSC or the CFPC unless another classification is recommended by the PGME, and agreed to, in writing, by the Resident.

6:02 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 RCPSC or the CFPC, unless another classification is recommended by the PGME.

6:03 Subject to the considerations established in sub-articles 6:01 and 6:02, remuneration levels for Residents shall be defined as follows:

(a) Level I (PGY-1)

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

(b) Level II (PGY-2)

A physician registered in the second (2nd) year of a specialty program of the RCPSC or the CFPC having successfully completed one year of training that is acceptable to the RCPSC 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) Level III (PGY-3)

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

(d) Level IV (PGY-4)

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

(e) Level V (PGY-5)

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

(f) Level VI (PGY-6)

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

(g) Level VII (PGY-7)

A physician registered in the seventh (7th) year of a specialty program where the RCPSC requires seven (7) years of training and having successfully completed six (5) previous years of training that are acceptable to the RCPSC as leading to certification in that program.

(h) Level VIII (PGY-8)

A physician registered in the eighth (8th) year of a specialty program where the RCPSC requires eight (8) years of training and having successfully completed seven (7) previous years of training that are acceptable to the RCPSC 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 RCPSC 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 RCPSC 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).

6:04 (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) A Resident may be appointed to the position of Lead Administrative Resident or Senior Administrative Resident. The number of Lead Administrative Residents and the number of Senior Administrative Residents each year shall be determined by the Employer. No Resident shall be required by the Employer to perform or be assigned the duties of a Lead Administrative Resident or Senior Administrative Resident without being paid the Administrative Allowance. The duties of the Lead Administrative Residents or the Senior Administrative Residents shall be performed by the Residents assigned to these roles. Administrative allowances for Lead and Senior Administrative Residents shall be paid as follows:

- (i) LEAD ADMINISTRATIVE RESIDENT:

A Lead Administrative Resident is a Resident with special administrative responsibilities relating to the academic and service activities of an entire training program, in addition to those expected as a normal part of their training program.

Each training program 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 Lead Administrative Resident position per institution may be recognized.

A monthly Administrative shall be paid for this position. A Resident that qualifies for the Lead Administrative Resident Administrative Allowance shall not be eligible for payment of the Senior Administrative Allowance for the same period of time.

The monthly Administrative Allowance for this position shall be as set out in Schedule “3” attached hereto.

- (ii) SENIOR ADMINISTRATIVE RESIDENT:

A Senior Administrative Resident is a Resident with special administrative responsibilities relating to the academic and service activities of a section of a training program 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 their training program.

This position shall be paid a monthly Administrative Allowance at a rate of one-half the Administrative Allowance of the Lead Administrative Resident position.

6:05 Each Resident shall be paid appropriate remuneration once every two (2) weeks. Monthly Lead and Senior Administrative Resident Allowances may be paid as an hourly adjustment (based on 2920 hours per annum) to a Resident’s hourly based salary rate, rather than as a lump sum monthly payment, for administrative purposes.

6:06 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 7 – INCOME PROTECTION IN CASE OF ILLNESS

7:01 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 Employer's Occupational Environmental Safety & Health Department.

7:02 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.

7:03 Any illness or disability lasting beyond the one (1) year period referred to in sub-article 7:02 shall be covered by the Workers' Compensation, and Residents shall receive the legislated amounts stipulated in the regulations for any illness or disability which extends beyond such period.

7:04 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 forty-five (45) days per year (non-cumulative). Effective July 31, 2022, this shall be up to a maximum of fifty (50) days per year (non-cumulative). It shall be the responsibility of Residents to ensure that such illness or injury has been duly reported to the Employer's Provincial Medical Administration Office for any day that the Resident is scheduled for Regular or On-Call Duty Hours. Both parties shall make reasonable efforts to ensure that the contact information for the Provincial Medical Administration Office is readily available to Residents.

7:05 (a) Effective July 31, 2022, a Resident may use up to five (5) days of the income protection in Article 7:04 for the purpose of providing care in the event of an illness of a spouse, common law partner, fiancé, dependent child, dependent step-child, parent, step-parent or parent in-law.

(b) Personal Use Days

Effective July 31, 2022, a Resident may use up to three (3) of the five (5) days allocated in Article 7:05 (a) for personal use upon request. Personal use days are intended for situations that require the personal attention of the Resident.

- i) Personal use days shall not be paid out or carried over to the next academic year. In the event that a personal use day 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.
- ii) It is the responsibility of the Resident to ensure that the use of a personal use day does not result in a failure to meet the requirements of a Residency Program.
- iii) Personal use days cannot be taken in periods 1, 7 or 13 or when a Resident has been scheduled for On-Call Duties.

- iv) The Resident shall provide as much notice as possible of the request to use a personal use day. Approval for such time away is subject to operational requirements.

ARTICLE 8 – HOLIDAYS AND VACATIONS

8:01 (a) During each post-graduate year of training, each Resident shall be entitled to four (4) weeks' vacation with pay to be taken during that post-graduate year of training. The scheduling of vacations shall be decided normally in advance of the commencement of the post-graduate training year, but in no case later than eleven (11) weeks after the commencement of the Resident's post-graduate training year by consultation between the Resident and the Employer or designate. Where a Resident does not indicate a preference for a particular vacation period(s) this may result in vacation being scheduled by the Employer or designate. Scheduling of vacations is subject to operational requirements, and in the absence of an agreement between the Resident and the Employer or designate, shall be at a time scheduled by the Employer or designate. Unless otherwise mutually agreed between the appropriate Employer official and the Resident, a Resident's vacation shall, at the option of the Resident, be consecutive intervals of one (1) week, two (2) weeks or four (4) weeks and shall be taken during the Resident's home training rotation blocks. In the event of a discrepancy between the policy of the Resident's home training program and the Collective Agreement, the Collective Agreement shall prevail.

- (b) 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.
- (c) Where the Resident takes maternity, paternity, parental or adoptive leave, the Resident shall not suffer any reduction of vacation entitlement as referred to in Article 8:01(a). In the event that such Resident is unable, due to operational requirements, to take all of their vacation during the post-graduate year of training when the Resident returns from leave, any unused vacation shall be carried over to the subsequent post-graduate year of training. Such carried over vacation shall be taken as paid time off, pay in lieu of time off or a combination thereof as agreed upon by the Resident and the Employer (or designate).

8:02 Recognized holidays for the purposes of this Agreement shall be: Canada Day, Terry Fox Day, Labour Day, Thanksgiving Day, Remembrance Day, Good Friday, Easter Monday, Louis Riel Day, Christmas Day, Boxing Day, New Year's Day, Victoria Day and the National Day for Truth and Reconciliation (September 30). 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.

Issues related to scheduling work and time off for Christmas Day, Boxing Day and New Year's Day are addressed in Article 8:03.

Issues related to scheduling work and time off for all other recognized holidays are addressed in Article 8:04.

8:03

- (a) For each post-graduate year of training, each Resident shall be entitled to five (5) consecutive days off, without loss of pay, that shall include either Christmas Day/Boxing Day or New Year's Day.
- (b) These five (5) consecutive days shall include recognized holidays and one weekend which shall be considered a weekend off pursuant to Article 13.02(b). A Resident cannot be scheduled to work later than 1700 hours on the day prior to the first of the five (5) consecutive days off. These recognized holidays cannot be claimed by the Resident as banked time.
- (c) Each Resident shall, not later than November 15 in any year, advise the Employer as to whether the Resident wishes to take the said five (5) days at Christmas Day/Boxing Day or New Year's Day (or at some other time during the year pursuant to (d) below). If a Resident selects time off over either Christmas Day/Boxing Day or New Year's Day then the Resident shall receive their choice of time off, provided that the Employer may require the Resident to take the days off over the other holiday not initially selected by the Resident, if the reasonable demands of the service require such an adjustment and the Resident is notified no later than December 11.
- (d) A Resident may request the time off at a time other than Christmas Day/Boxing Day or New Year's Day during the post-graduate year of training. If such a request is approved by the Employer, then the five (5) days off shall be taken at a time mutually convenient to that person and the Employer, but not later than the end of the post-graduate year of training.

8:04 This Article applies to recognized holidays other than Christmas Day, Boxing Day and New Year's Day.

- (a) If the Employer schedules a Resident for any duties (including clinical orientation to a hospital or service, clinical service delivery, rounding on patients or any other form of patient care) on a recognized holiday, the Employer shall schedule the Resident to be on-call for at least eight (8) hours. The Employer may discontinue those on-call duties prior to the end of the eight (8) hours that have been scheduled. The Resident shall be paid in accordance with the call-splitting formula, as applicable, based on the number of hours worked by the Resident but no less than eight (8) hours. 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. Such time off must be taken during the same rotation in which the recognized holiday occurred, at a time mutually agreed upon between the Resident and the appropriate Employer official or, if this does not occur, the Resident shall be paid out for the recognized holiday. The payout will be a daily rate calculated as follows: Resident's Annual Salary / 365.
- (b) If a recognized holiday falls within a Resident's vacation, or on their regularly scheduled day off, or when the Resident is on-site/on-call, the recognized holiday shall not be counted against the Resident's vacation entitlement and the Resident shall receive an alternate day off without loss of pay to be taken during the postgraduate year of training at a time mutually agreed between the Resident and the Employer.

ARTICLE 9 – PROFESSIONAL LIABILITY INSURANCE

9:01 Medical Residents shall be required to maintain Canadian Medical Protective Association (CMPA) professional liability and malpractice coverage. Non-Physician Residents as described in Article 29 shall be required to maintain appropriate professional liability and malpractice insurance acceptable to the Employer.

The costs of CMPA professional liability and malpractice coverage shall be shared on a 75% (Employer)/25% (Resident) basis, with a maximum annual contribution per Resident of \$625 in dues or insurance premiums per year. The Employer shall be responsible for 100% of all CMPA dues or insurance premiums above the Resident contribution.

Effective January 1, 2021, CMPA invoices Residents for CMPA insurance coverage on a calendar year basis (January 1 to December 31). Residents shall therefore be reimbursed by the Employer for its portion of CMPA dues or insurance premiums, in one of the following manners:

- (i) If a Resident chooses to pay for CMPA coverage in full prior to January 1 of the applicable calendar year, they shall be reimbursed in full by the Employer for its portion of the dues or insurance premiums in January or February of that applicable calendar year. If a Resident pays in full after January 1 of the applicable calendar year, they shall be reimbursed in full by the Employer for its portion of the dues or insurance premiums in June of that calendar year.
- (ii) If a Resident chooses to pay for CMPA insurance coverage in monthly installments, they shall be reimbursed in full by the Employer for its portion of the dues or insurance premiums by way of two equal installments, the first in June of that calendar year and the second in January of the following calendar year.
- (iii) It is understood that the reimbursement by the Employer in the final year of the Resident's employment under this Agreement will only be for the portion of the calendar year that the Resident will be employed under this Agreement.
- (iv) The Employer shall have the right to implement reasonable rules to verify payment of CMPA dues.

9:02 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 PARIM 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 their employment, the Resident shall notify the Employer of the legal proceeding or claim forthwith with particulars of the legal proceeding or claim.

ARTICLE 10 – REGISTRATION, TUITION AND ADMINISTRATIVE FEES

10:01 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 RCPSC and/or the CFPC. Attached as Appendix “D” is a listing of postgraduate education and training courses that are eligible for such payment. This list may be amended by mutual agreement of the Employer and PARIM.

ARTICLE 11 – REFERENCE FACILITIES

11:01 Electronic or other 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 12 – LEAVES OF ABSENCE

Education Leave

12:01 All Residents (levels I to VIII) shall be eligible for educational leave.

12:02 All educational leave must be approved by the Employer’s Chief Medical Officer or designate. Unless otherwise mutually agreed four (4) weeks’ notice prior to first day of affected rotation shall be given by the Resident.

12:03 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.

Examination Leave

12:04 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.

12:05 Approval for examination or educational leave shall not be unjustly withheld.

12:06 A Resident may request no on-call duties for up to fourteen (14) consecutive days before a major certifying and/or licensing examination. Approval may be granted subject to operational requirements (such as patient care considerations and coverage) not being adversely affected.

Bereavement Leave

12:07 Bereavement leave of three (3) working days with pay shall be granted by the Employer, 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.

The foregoing shall be in effect until July 30, 2022, and shall then be replaced effective July 31, 2022 by the following new Article 12:07:

- 12:07 (a) 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:
- (i) a parent, step-parent, foster parent, brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the Resident or of the Resident's spouse or partner;
 - (ii) a foster child, ward or guardian of the Resident or of the Resident spouse or partner;
 - (iii) mother in-law, father in-law, daughter in-law, son in-law, brother in-law, sister in-law, grandparent in-law;
 - (iv) any other relative who had recently been residing in the same household as the Resident;
- (b) Provided the Resident has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) working day with pay may be granted to the Resident to attend either an internment, funeral or initial memorial service, ceremony or gathering as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

12:08 The Employer 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.

The foregoing shall be in effect until July 30, 2022 and shall then be replaced effective July 31, 2022 by the following new Article 12:08:

12:08 The Employer may grant up to two (2) additional working days with pay for traveling time in the event distant travel of more than two hundred and fifty (250) kilometers (one-way travel) is required to attend the internment, funeral or initial memorial service, ceremony or gathering.

Maternity and Parental Leave

Maternity Leave

12:09 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.

12:10 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
- (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.

- 12:11 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.
- 12:12 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.
- 12:13 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.
- 12:14 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 7:04 of this Collective Agreement.
- 12:15 A Resident who is entitled to maternity leave in accordance with sub-article 12:09 shall, in addition to the unpaid leave provided for in sub-article 12:10, be entitled to two (2) paid days leave of absence immediately prior to the commencement of leave pursuant to sub-article 12:10.
- 12:16 A Resident shall not be required to perform on-call duties between ten p.m. (2200) and eight a.m. (0800) after she has completed twenty-eight (28) weeks of gestation, unless the Resident provides a written request and supporting medical approval to the Employer's Director- Provincial Medical Administration Office two (2) weeks in advance.

Parental Leave

- 12:17 A Resident who adopts or becomes a parent of a child is entitled to a maximum of sixty-three (63) 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.
- 12:18 A Resident who gives less notice than is required under sub-article 12:17(b)(i) is entitled to the sixty-three (63) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

- 12:19 Subject to sub-article 12:20, parental leave must commence not later than the first (1st) anniversary of the date on which the child is born or adopted or comes into the care and custody of the Resident.
- 12:20 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.
- 12:21 A Resident's parental leave ends:
- (a) sixty-three (63) weeks after it began; or
 - (b) if sub-article 12:18 applies, sixty-three (63) weeks after it began less the number of days provided for in that sub-article.
- 12:22 A Resident may end the Resident's parental leave earlier than the day set out in sub-article 12:21 by giving the Employer written notice at least two (2) weeks before the day the Resident wishes to end the leave.
- 12:23 Unless otherwise approved by the Employer's Director- Provincial Medical Administration Office, a Resident who does not return to work in accordance with their leave of absence shall not be entitled to reinstatement.

Partner Leave

- 12:24 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 Employer's Chief Medical Officer or designate 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 Employer's Chief Medical Officer or designate apprised of the status of the adoption proceedings.
- 12:25 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 5.

General Leave of Absence

- 12:26 Any request by a Resident for a leave of absence not otherwise stipulated herein shall be made in writing and submitted to the Employer's Chief Medical Officer or designate. Such requests shall be considered and approved at the discretion of the Employer's Chief Medical Officer or designate.

ARTICLE 13 – DUTY HOURS

13:01 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 consist of clinical orientation to a hospital or service, clinical service delivery, rounding on patients and any other form of patient care. The parties agree that educational/academic activities that preclude a Resident from being available for clinical orientation to a hospital or service, clinical service delivery, rounding on patients or any other form of patient care, do not qualify as Duty Hours. 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 8:02 (“designated recognized holidays”).

Weekday (Monday through Friday) On-Call Duty Hours commence at the time Regular Duty Hours end and are 14-17 hours in duration. Weekend and designated recognized holiday On-Call Duty Hours are twenty-four (24) hours (plus a maximum of two (2) hours for transfer of care). The Employer and PARIM 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 13:01(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 PGME and the Employer’s Chief Medical Officer.

Limitations for On-Call Duty Hours shall be pro-rated for rotation periods that are other than twenty-eight (28) days long.

(a) In-Hospital Call

In-Hospital Call refers to clinical service, or immediate availability for such service, provided by the Resident beyond 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) weekperiod.

(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, as follows:

(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 Call has been split in accordance with sub-article 13:01(a)(i) the Resident shall be paid in accordance with sub-article 13:05(b), and only the portion worked shall be counted toward the maximum hours worked pursuant to sub-article 13:01 and 13:02 (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 that Home Call or a combination of In-Hospital Call and Home Call shall be limited to “one in three,” a Resident will not be scheduled for Home 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.

13:02 In addition to the foregoing and subject to the exceptions provided in sub-articles 13:03, 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 13:01(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 PARIM or as provided for in sub-article 13:02(c). For the purposes of sub-article 13:02 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 13:02(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 Employer’s Chief Medical Officer or designate; 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 Employer’s Chief Medical Officer or designate.

Time assigned in accordance with sub-articles 13:02 (c) (ii) or (iii) shall not fall on the day assigned as the Resident’s academic day. If a Resident’s training

program has more than one academic day during the week the Employer will ensure that time off does not include one of the academic days.

- (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. Effective July 31, 2022 the scheduled work week including first call shall not exceed an average of eighty-four (84) Duty 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 On-Call Duty Hours) once every three (3) days, except in circumstances where it becomes necessary to accommodate the implementation of sub-article 13:02(b).
- (f) Other than to handle unforeseen exigencies, a Resident shall not be required to work more than twenty-six (26) consecutive hours (i.e., a combined 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 their studies immediately following an on-call period.
- (g) Scheduled 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 On-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.
- (h) A Resident shall not be required to take call to make up for:
 - i) vacation time; or
 - ii) any approved leave of absence that is four (4) or more consecutive days.
- (i) For the purposes of sub article 13:02, where a split call occurs on a weekend the Resident shall be deemed to have worked that weekend.

13:03 Duty Hours in excess of those prescribed in sub-articles 13:01 and 13:02 may be worked by an individual Resident only by reason of:

- (a) A Resident on the same service is ill, on maternity leave, declines over-night on-call after completion of twenty-eight (28) weeks of gestation pursuant to sub-article 12:16, is on examination leave, educational leave or compassionate leave. Such excess Duty Hours shall be restricted to one (1) additional On-Call shift per month. A Resident working excess Duty Hours pursuant to this provision shall be eligible for on-call remuneration in accordance with Article 13:05 herein for all such On-Call Duty Hours;
- (b) An agreement in writing has been entered into between PARIM, the Employer and PGME confirming that the academic requirements of a training program (including the required degree of exposure to direct patient care) cannot be achieved due to the application of 13:01 and 13:02. Any agreement between PARIM, the Employer and PGME shall take the form of a Memorandum of Agreement and shall contain, at a minimum, the following:

- i) the name of the service/rotation and the applicable Employer's Clinical Program;
 - ii) the specific academic requirements that require the Resident to perform Duty Hours in excess of those prescribed by Article 13;
 - iii) the specific clauses of Article 13 that necessitate the Memorandum of Agreement;
 - iv) a template schedule that specifies the Duty Hours, with specific reference to the applicable provisions of Article 13;
 - v) remuneration for on-call, as per 13.05, if applicable;
 - vi) a commitment from all parties to make efforts to consult with the RCPSC or CFPC (as applicable) and to take all reasonable steps to make adjustments in the training program that would alleviate or eliminate the need to work excess duty hours to fulfill the academic requirements of the training program;
 - vii) an acknowledgement and agreement that the Memorandum of Agreement would be subject to renewal and expiration on the same basis and term as this Collective Agreement; or
- (c) An agreement in writing has been entered into between PARIM, the Employer and PGME confirming that a training program and/or rotation has an inadequate number of Residents such that the provision of adequate clinical service and/or patient care would be materially compromised due to the application of 13:01 and 13:02. Any agreement between PARIM, the Employer and PGME shall take the form of a Memorandum of Agreement and shall contain, at a minimum, the following:
- i) the name of the service/rotation and the applicable Employer's Clinical Program;
 - ii) the specific patient care need that requires the resident to perform duty hours in excess of Article 13;
 - iii) the specific clauses of Article 13 that necessitate the Memorandum of Agreement;
 - iv) a template schedule that specifies the Duty Hours, with specific reference to the applicable provisions of Article 13;
 - v) remuneration for on-call, as per 13.05, if applicable;
 - vi) a commitment from all parties to continue to review adjustments in the excess duty hours that would alleviate or eliminate the need to work the excess duty hours;
 - vii) the start and expiry date of the Memorandum of Agreement, which shall not exceed twelve (12) months in duration.

13:04 The additional Duty Hours referred to in sub-article 13:03 (a) shall be by mutual agreement between the Resident and the Employer's Chief Medical Officer or designate. Notification in writing of such additional Duty Hours must be submitted by the Employer's Chief Medical Officer or designate to Associate Dean PGME and to PARIM.

13:05 On-Call Remuneration

- (a) Effective July 1, 2021, each Resident shall receive on-call remuneration in accordance with Schedule "2" for each scheduled In-Hospital Call and Home Call fulfilled by the resident pursuant to Article 13:01.
- (b) Where a Resident has split call in accordance with sub-article 13:01 (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 13:05 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 13:05 and shall be credited with having worked 0.5 calls).
- (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) 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.

13:06 Duty Schedules for each service and department covering a 28 day or one (1) month period, as applicable for the service shall be posted and communicated to the Residents not less than ten (10) days in advance of the schedule period. Copies of the completed schedules shall be sent to PARIM. 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.

13:07 When a Resident is required to be on call on a particular service or site, the Resident shall not be required to be on call on another service or site, unless being on call on more than one service or site is a traditionally recognized combination of On-Call Duty.

13:08 After the completion of In-Hospital Call Duty Hours (as outlined in 13:01(a)) or Home Call that has been converted to In-Hospital Call (as outlined in 13:05(c)), a Resident shall not be required to work any Duty Hours prior to 0600 of the following calendar day except to accommodate the application of 13:02(b). A Resident shall have the sole discretion to attend seminars relating to their studies immediately following an on-call period.

13:09 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 PARIM may submit a grievance in accordance with Article 5.

13:10 Without limiting the general remedial powers of an arbitrator, no provision in Article 5 shall be deemed to limit the remedial power of a sole arbitrator 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.

ARTICLE 14 – CALL ROOMS AND UNIFORMS

14:01 The Employer shall provide to the Residents one (1) room per Resident on In-Hospital Call. Each call room 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. There shall be appropriate bathroom/shower facilities for every three (3) Residents on call.

14:02 At the request of PARIM, a representative of PARIM 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. Any deficiencies identified shall be corrected within a reasonable time.

14:03 Uniforms, when required, shall be provided and laundered at the expense of the Employer.

ARTICLE 15 – PARKING

15:01 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.

15:02 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 PARIM. In order to facilitate such parking arrangements special passes, if necessary, will be issued to Residents by the Employer.

ARTICLE 16 – COMMITTEES

16:01 The Employer recognizes and agrees that PARIM 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.

16:02 All matters pertaining to Residents originating from committees of the Employer on which PARIM has no representation shall be referred to PARIM.

ARTICLE 17 – NON-DISCRIMINATION AND RESPECTFUL WORKPLACE

17:01 There shall be no discrimination knowingly exercised or practiced by the Employer or any employee by reason of:

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;

- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association, religious or cultural activity;
- (e) age;
- (f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender identity;
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) social disadvantage;
- (n) membership or non-membership or participation in activity of PARIM.

17:02 For the purposes of this Agreement, the parties adopt the definition of discrimination from section 9 of *The Human Rights Code* of Manitoba.

17:03 The Employer and PARIM jointly affirm that every Resident shall be entitled to a respectful and safe workplace and learning environment. The Employer has established a Respectful Workplace Policy and Procedure in support of this.

The Employer and PARIM will work together to ensure that the workplace is free from behaviors such as workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior and violence, and that Residents are made aware of the Respectful Workplace Policy and Procedure. The Procedure includes provisions addressing interference and retaliation.

The parties will work together in recognizing and resolving such problems. Situations involving any such behaviours shall be treated in strict confidence by both the Employer and PARIM, except where disclosure is required by law.

ARTICLE 18 – PARIM SECURITY

18:01 The Employer shall deduct from each pay cheque the amount of dues and levies, as determined by PARIM, and shall also deduct 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 and when determined by Doctors Manitoba, from salaries or wages of each and every Resident covered by this Collective Agreement whether a member of PARIM or not.

18:02 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.

18:03 PARIM shall advise the Employer of the amounts authorized to be deducted under sub-article 18:01 hereof and these amounts shall be forwarded by the Employer to the Executive Director of PARIM within thirty (30) days, exclusive of weekends and 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.

- 18:04 PARIM 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.
- 18:05 PARIM shall provide the Employer with a list of current officers and representatives of PARIM.
- 18:06 The amount of the dues and levies shall be certified to the Employer over the signature of a responsible officer of PARIM.
- 18:07 PARIM shall indemnify and save the Employer harmless from any action resulting from the deductions of the aforesaid dues and levies.
- 18:08 There shall be no discrimination against any member of the bargaining unit by either party to this Collective Agreement because of participation or non -participation in activities of PARIM or because of participation on any committee on behalf of PARIM.
- 18:09 Officers or duly authorized representatives of PARIM 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.

ARTICLE 19 – PERSONAL EFFECTS

- 19:01 A Resident who, during the course of their duties, suffers damage to, or loss of:
- (a) eyeglasses, watches, or other personal articles; or
 - (b) professional instruments carried by the Resident in the performance of their duties;

Shall be eligible to apply to the Employer for reasonable repair and/or replacement costs in accordance with the Employer’s policy.

This includes circumstances where the damage and/or loss is because of the action of a patient, visitor or a member of the public. It also includes circumstances where the loss or damage occurs, where, as a result of fulfilling their duties, the Resident does not have sufficient time to secure the personal articles or professional instruments or where proper facilities do not exist to enable the Resident to properly secure them.

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.

- 19:02 All incidents of loss or damage to personal articles such as described in sub-article 19:01 shall be reported in writing by the Resident affected, or if necessary, by someone else on behalf of that Resident affected, to 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 20 – CONSULTATION WITH ADMINISTRATION

- 20:01 Effective July 31, 2022, the parties agree to establish a joint Residency Review Committee

to deal with matters of concern as may arise from time to time. Such Committee shall have up to four (4) members appointed by PARIM and up to four (4) members appointed by the Employer, which will include the Chief Medical Officer of the Employer and may include one (1) from PGME. The Committee may invite such other people as they, by consensus, deem appropriate.

Meetings may be requested by either party and be arranged at a mutually acceptable time. Meetings are to be held not less than quarterly (four (4) times per year) and not more than eight (8) times per year and not during Periods 1, 2 and 7 unless otherwise agreed by the parties.

The parties agree that it is within the jurisdiction of the Residency Review Committee to review and make recommendations relative to those issues that are brought forward to the Committee.

The Residency Review Committee shall not supersede the activities of any committee of PARIM or of the Employer and does not have the power to bind either PARIM or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to PARIM and the Employer.

The parties agree that one goal of the Residency Review Committee is to review each residency program. To that end, the Committee's goal is to learn about the Duty Hours of each residency program and discuss potential improvements that may enhance clinical care, educational opportunities and resident wellness.

ARTICLE 21 – COMPLAINTS AGAINST RESIDENTS

- 21:01 Complaints against a Resident alleging that the Resident has failed to fully and properly perform the Resident's duties shall be made in writing on an appropriate Medical Report Form developed by the Employer.
- 21:02 Complaints as described in sub-article 21:01 regardless of the originator of the complaint, shall be made in writing and shall be submitted directly to the Office of the Chief Medical Officer of the Employer.
- 21:03 Upon receipt of the complaint, the Chief Medical Officer 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.
- 21:04 The Chief Medical Officer of the Employer 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 Chief Medical Officer of the Employer with other personnel is deemed advisable, said Resident shall be personally invited to meet with the Chief Medical Officer of the Employer 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 the Resident so elects the Resident may have a representative of PARIM attend such meeting.
- 21:05 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 Chief Medical Officer of the Employer 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 22 – TERMINATION, SUSPENSION, RESIGNATION AND TRANSFER

22:01 The Employer may:

- (a) terminate or suspend a Resident's privileges in accordance with the terms and procedures of the Employer's Medical Staff By-Laws. A termination or suspension of privileges notice shall be provided to the Resident and PARIM in accordance with the Medical Staff By-Laws; and/or
- (b) terminate or suspend a Resident's employment for just cause provided that such termination or suspension is only related to a non-academic matter. A termination or suspension notice shall be in writing and shall contain the reasons for the termination or suspension and shall be given to the Resident concerned and PARIM within 24 hours of the termination or suspension.

22:02 The termination 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 termination of employment 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 unless the Employer has terminated or suspended the Resident's employment for reasons other than the Resident's termination from the training program or matters related thereto.

22:03 A termination or suspension of the Resident's employment pursuant to either Article 22:01 or 22:02 shall automatically result in the cessation of the appointment and privileges applicable to the Resident in their training program under the Employer's Medical Staff By-Laws, subject to the provisions therein.

22:04 Employment may be terminated voluntarily by a Resident subject to a minimum of four (4) weeks of written notice to the Associate Dean, PGME, or designate.

22:05 A Resident shall provide, to the Associate Dean, PGME or designate, a minimum of four (4) weeks' written notice of intent to transfer into another program.

ARTICLE 23 – INTERPRETATION

23:01 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

ARTICLE 24 – HEALTH SERVICES INSURANCE PREMIUMS

24:01 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.

ARTICLE 25 – DENTAL PLAN

25:01 All Residents covered by this Collective Agreement shall continue to be covered by a dental plan. For the duration of this collective agreement, the Resident's contribution to the premium shall remain unchanged from the rate payable at June 30, 2018. The benefits

and terms of the Plan, for the duration of this Collective Agreement, shall be no less than those currently in effect.

ARTICLE 26 – HEALTH AND WELFARE

26:01 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 PARIM shall be given notice of the fact these benefits are being extended to other groups. Further, PARIM 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 PARIM 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.

ARTICLE 27 – PARIM BUSINESS

27:01 The President and Vice-President of PARIM shall each be entitled to the equivalent of one (1) paid day per month in order to attend to PARIM business.

ARTICLE 28 – PART-TIME RESIDENTS

28:01 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.

ARTICLE 29 – NON-PHYSICIAN RESIDENTS

29:01 For the purpose of applying Article 6:03 of the Collective Agreement to these Non-Physician Residents in Clinical Psychology Residency, Pediatric Dentistry, Oral and Maxillofacial Surgery, Dental Internship, Clinical Biochemistry, Clinical Microbiology, and Molecular Genetics and Cytogenetics remuneration levels shall be as follows:

Specialty	Remuneration Level(s)
Dental Internship	Level I
Clinical Psychology	Level I
Clinical Biochemistry	Level II, III and IV
Oral and Maxillofacial Surgery	Level II, III, IV and V
Molecular Genetics and Cytogenetics	Level II, III and IV
Clinical Microbiology	Level II and III
Pediatric Dentistry	Level I, II and III

29:02 The costs of Non-Physician Resident tuition, registration and administrative fees ("education fees") to be paid by the Employer shall not exceed the maximum amount paid by the Employer for education fees for Residents.

ARTICLE 30 – REPRESENTATIVE WORKFORCE

30:01 PARIM and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. The parties shall work collaboratively to:

- (a) Develop strategic initiatives and programs that:

- Foster mutual respect, trust, equity, open communication and understanding;
 - Focus on training and career development of Indigenous staff;
 - Identify workplace and systemic barriers that may be discouraging or preventing Indigenous people from entering and remaining in the workforce;
 - Foster reconciliation in race and cultural relations;
 - Promote the elimination of racism in the healthcare system.
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (c) Implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to ensure a culturally safe environment. Anti-racism education will be offered to all Residents.

30:02 Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada Report (June 2015) that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, and supporting culturally appropriate healthcare services.

30.03 Equity, Diversity and Inclusion

Shared Health and PARIM have a mutual interest in the goal of achieving equity, diversity, and inclusion in the workplace such that all Residents, patients and employees of Shared Health, are treated with dignity and respect. The Parties share the belief that equity, diversity, inclusion and a sense of psychological safety strengthen the learning experience, fosters innovation, and improves the quality of patient care and service delivery in healthcare.

The Parties will endeavour to demonstrate their mutual commitment to the reduction of barriers in health care through the principles of equity, diversity, and inclusion for all individuals, through continuous education and in compliance with Shared Health policies and procedures and explore opportunities to make additional improvements.

Shared Health and PARIM do not condone behaviours that are inappropriate, demeaning or offensive that are intended to create an uncomfortable, hostile and/or intimidating work and learning environment.

The parties shall encourage all employees of Shared Health to create, promote and maintain a workplace that demonstrates respect and professionalism.

ARTICLE 31 – RATIFICATION

- 31:01 The PARIM Board of Directors shall recommend acceptance of this Agreement to its members. This Agreement shall become final and binding upon written communication by PARIM 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**

SHARED HEALTH

Per:



Dr. Rachel Bethune
President

Per:



Adam Topp
CEO, Shared Health

Per:



Dr. Sabrina Lee
Vice-President

LETTER OF UNDERSTANDING

BETWEEN:

PROFESSIONAL ASSOCIATION OF RESIDENTS AND INTERNS OF MANITOBA

-AND-

SHARED HEALTH

In the 2021-22 round of collective bargaining the parties discussed the issue of residents working out of province and agreed upon the following:

Residents working out of province would have on-call stipends paid in accordance with the Collective Agreement effective on the date of ratification. Conditions would include: that the site/program they are visiting is affiliated with the Royal College of Physicians and Surgeons of Canada or College of Family Physicians of Canada, that the Resident's attendance at that out of jurisdiction rotation is approved by PGME and reasonable verification is provided to the Employer of the On-Call Duties worked.

**PROFESSIONAL ASSOCIATION
OF RESIDENTS AND INTERNS OF
MANITOBA**

SHARED HEALTH

Per:



Dr. Rachel Bethune
President

Per:



Adam Topp
CEO, Shared Health

Per:



Dr. Sabrina Lee
Vice-President

Letter of Understanding

To: Professional Association of Residents and Interns of
Manitoba GF132-820 Sherbrook St.
Winnipeg, MB R3A 1R9

For the purposes of interpreting sub-article 15:01 of the Collective Agreement, the Employer confirms that the one “existing system of priorities for residents with regard to placement in Hospital parking lots” is that residents are afforded first priority together with the attending physicians at the Hospitals, before other employee groups.

When a resident is accepted for a position at the Hospitals for the first time, the Employer shall be responsible for ensuring that the Health Sciences Centre shall, at the same time as the acceptance of the resident is mailed, forward to the resident an application for a parking space for the ensuing term of appointment. There shall be a statement on the application form, which makes it known to the resident that failure to return the application form promptly may result in the loss of priority for parking. The form of application form shall be as set forth in Appendix “A” attached to the Collective Agreement.

DATED at Winnipeg, Manitoba this 28th day of October, 2022.

SHARED HEALTH

Per:



Adam Topp
CEO, Shared Health

SCHEDULE “1” - RESIDENT SALARIES

1. In the 2021/2022 collective bargaining negotiations the parties agreed to the following adjustments to the July 1, 2020 Salary Scale in Schedule 1 (page 32) of the 2018-2021 Collective Agreement:

July 1, 2021 – 0.5%

July 1, 2022 – 1.2%

July 1, 2023 – 2.0%

2. The following table demonstrates the applicable annual salaries:

<u>Effective Date</u>	Level I <u>PGY1</u>	Level II <u>PGY2</u>	Level III <u>PGY3</u>	Level IV <u>PGY4</u>	Level V <u>PGY5</u>	Level VI <u>PGY6</u>	Level VII <u>PGY7</u>	Level VII <u>PGY8</u>
1-July-2021	\$60,708.07	\$67,202.34	\$72,085.51	\$77,631.91	\$83,178.30	\$88,724.70	\$94,156.64	\$101,510.75
1-July-2022	\$61,436.57	\$68,008.77	\$72,950.54	\$78,563.49	\$84,176.44	\$89,789.39	\$95,286.52	\$102,728.88
1-July-2023	\$62,665.30	\$69,368.94	\$74,409.55	\$80,134.76	\$85,859.97	\$91,585.18	\$97,192.25	\$104,783.46

3. Due to the Shared Health’s current internal payroll system restrictions, specifically the system’s requirement to use three decimal places, the annual salary amounts in the following three schedules reflect the actual amounts that will be used for the payment of the applicable annual salaries to Residents:

SCHEDULE "1" - RESIDENT SALARIES

Rates of Pay

				0.5% General Increase
Classification Level	Title	Annual Hours		1-July-2021
				Base Pay
PGY1	1st Year Resident - Recoverable	2920	Annual	60,707
	Post Graduate Year 1	2920	Hourly	\$ 20.790
	Recoverable Resident PGY1	2920		
PGY2	2nd Year Resident - Recoverable	2920	Annual	67,204
	Post Graduate Year 2	2920	Hourly	\$ 23.015
	PGY2 2nd Year Resident - WRHA AP	2920		
	Recoverable Resident PGY2	2920		
PGY3	3rd Year Resident - Recoverable	2920	Annual	72,086
	Post Graduate Year 3	2920	Hourly	\$ 24.687
	PGY3 Returning Resident	2920		
	Recoverable Resident PGY3	2920		
PGY4	4th Year Resident - Recoverable	2920	Annual	77,631
	Post Graduate Year 4	2920	Hourly	\$ 26.586
	PGY4 4th Year Resident - WRHA AP	2920		
	Recoverable Resident PGY4	2920		
PGY5	5th Year Resident - Recoverable	2920	Annual	83,179
	Post Graduate Year 5	2920	Hourly	\$ 28.486
	PGY5 5th Year Resident - WRHA AP	2920		
PGY6	6th Year Resident - Recoverable	2920	Annual	88,724
	Post Graduate Year 6	2920	Hourly	\$ 30.385
	PGY6 6th Year Resident	2920		
PGY7	7th Year Resident - Recoverable	2920	Annual	94,155
	Post Graduate Year 7	2920	Hourly	\$ 32.245
	PGY7 7th Year Resident - WRHA AP	2920		
PGY8	8th Year Resident - Recoverable	2920	Annual	101,511
	Post Graduate Year 8	2920	Hourly	\$ 34.764
	PGY8 8th Year Resident	2920		
Administrative Allowance				
<i>Senior Administrative Allowance - \$159.70/month or \$1,916.40/annual or \$.656/hour.</i>				
<i>Lead Administrative Allowance - \$319.40/month or \$3,832.80/annual or \$1.313/hour.</i>				

SCHEDULE "1" - RESIDENT SALARIES

Rates of Pay				
				1.2% General Increase
Classification Level	Title	Annual Hours		1-July-2022
				Base Pay
PGY1	1st Year Resident - Recoverable	2920	Annual	61,434
	Post Graduate Year 1	2920	Hourly	\$ 21.039
	Recoverable Resident PGY1	2920		
PGY2	2nd Year Resident - Recoverable	2920	Annual	68,010
	Post Graduate Year 2	2920	Hourly	\$ 23.291
	PGY2 2nd Year Resident - WRHA AP	2920		
	Recoverable Resident PGY2	2920		
PGY3	3rd Year Resident - Recoverable	2920	Annual	72,950
	Post Graduate Year 3	2920	Hourly	\$ 24.983
	PGY3 Returning Resident	2920		
	Recoverable Resident PGY3	2920		
PGY4	4th Year Resident - Recoverable	2920	Annual	78,563
	Post Graduate Year 4	2920	Hourly	\$ 26.905
	PGY4 4th Year Resident - WRHA AP	2920		
	Recoverable Resident PGY4	2920		
PGY5	5th Year Resident - Recoverable	2920	Annual	84,178
	Post Graduate Year 5	2920	Hourly	\$ 28.828
	PGY5 5th Year Resident - WRHA AP	2920		
PGY6	6th Year Resident - Recoverable	2920	Annual	89,790
	Post Graduate Year 6	2920	Hourly	\$ 30.750
	PGY6 6th Year Resident	2920		
PGY7	7th Year Resident - Recoverable	2920	Annual	95,285
	Post Graduate Year 7	2920	Hourly	\$ 32.632
	PGY7 7th Year Resident - WRHA AP	2920		
PGY8	8th Year Resident - Recoverable	2920	Annual	102,729
	Post Graduate Year 8	2920	Hourly	\$ 35.181
	PGY8 8th Year Resident	2920		
Administrative Allowance				
<i>Senior Administrative Allowance - \$161.62/month or \$1,939.38/annual or \$.664/hour.</i>				
<i>Lead Administrative Allowance - \$323.23/month or \$3,878.76/annual or \$1.328/hour.</i>				

SCHEDULE "1" - RESIDENT SALARIES

Rates of Pay				
Classification Level	Title	Annual Hours		2.0% General Increase
				1-July-2023
				Base Pay
PGY1	1st Year Resident - Recoverable	2920	Annual	62,663
	Post Graduate Year 1	2920	Hourly	\$ 21.460
	Recoverable Resident PGY1	2920		
PGY2	2nd Year Resident - Recoverable	2920	Annual	69,370
	Post Graduate Year 2	2920	Hourly	\$ 23.757
	PGY2 2nd Year Resident - WRHA AP	2920		
	Recoverable Resident PGY2	2920		
PGY3	3rd Year Resident - Recoverable	2920	Annual	74,410
	Post Graduate Year 3	2920	Hourly	\$ 25.483
	PGY3 Returning Resident	2920		
	Recoverable Resident PGY3	2920		
PGY4	4th Year Resident - Recoverable	2920	Annual	80,134
	Post Graduate Year 4	2920	Hourly	\$ 27.443
	PGY4 4th Year Resident - WRHA AP	2920		
	Recoverable Resident PGY4	2920		
PGY5	5th Year Resident - Recoverable	2920	Annual	85,863
	Post Graduate Year 5	2920	Hourly	\$ 29.405
	PGY5 5th Year Resident - WRHA AP	2920		
PGY6	6th Year Resident - Recoverable	2920	Annual	91,586
	Post Graduate Year 6	2920	Hourly	\$ 31.365
	PGY6 6th Year Resident	2920		
PGY7	7th Year Resident - Recoverable	2920	Annual	97,192
	Post Graduate Year 7	2920	Hourly	\$ 33.285
	PGY7 7th Year Resident - WRHA AP	2920		
PGY8	8th Year Resident - Recoverable	2920	Annual	104,784
	Post Graduate Year 8	2920	Hourly	\$ 35.885
	PGY8 8th Year Resident	2920		
Administrative Allowance				
<i>Senior Administrative Allowance - \$164.85/month or \$1,978.14/annual or \$.677/hour.</i>				
<i>Lead Administrative Allowance - \$329.69/month or \$3,956.28/annual or \$1.355/hour.</i>				

SCHEDULE "2" - ON-CALL REMUNERATION

Effective Date	% Increase		
	0.50%	1.20%	2.00%
	1-July-2021	1-July-2022	1-July-2023
In-Hospital Call			
In-Hospital Call (Weekend)	256.59	259.67	264.86
In-Hospital Call (Weekday)	161.88	163.82	167.10
Home Call			
Home Call (Weekend)	95.14	96.28	98.21
Home Call (Weekday)	65.22	66.00	67.32
Applicable to all PGY levels			

SCHEDULE “3” – LEAD AND SENIOR ADMINISTRATIVE RESIDENT ALLOWANCE**LEAD ADMINISTRATIVE RESIDENT ALLOWANCE**

Effective Date	Monthly Rate	Annual Rate
July 1, 2021	\$319.40	\$3,832.80
July 1, 2022 or later* (1.2%)	\$323.23	\$3,878.76
July 1, 2023 or later** (2.0%)	\$329.69	\$3,956.28

*The Lead Administrative Resident Allowance in Article 6:04(c)(i) would receive an increase effective July 1, 2022 of 1.2% if all four of the Non-Conforming Schedule Agreements (Adult Internal Medicine, Adult Emergency Medicine, Pediatric Emergency Medicine, and Pediatric Night Float) are executed prior to the end of the day on September 30, 2022. If the Non-Conforming Schedule Agreements are executed after September 30, 2022, the 1.2% increase would be applicable the date of execution of all four agreements (and for clarity, it would not be retroactive to July 1, 2022).

**The Lead Administrative Resident Allowance would receive an increase effective July 1, 2023 of 2.0%. This would again be conditional on the Non-Conforming Schedule Agreements having been executed as per #1 above.

SENIOR ADMINISTRATIVE RESIDENT ALLOWANCE

The Senior Administrative Resident Allowance is one-half ($\frac{1}{2}$) of the applicable Lead Administrative Resident Allowance, pursuant to Article 6:04(c)(ii).

APPENDIX "B"



PERSONAL EFFECTS LOSS REPORTING FORM

NOTE: In keeping with Section 19:02 of the PARIM COLLECTIVE AGREEMENT – Personal effects, all incidents of loss or damage to personal articles such as described in sub-article 19:01 shall be reported within ten (10) business days of the incident.

LAST NAME: [] FIRST NAME: []
PRIMARY EMAIL: [] PRIMARY CONTACT#: []

Specifics: (please include receipts if item has been replaced or quote if purchase has not yet been made).

Are you reporting item that was: Lost [] Damaged [] Date of incident: []
Location of incident: (please be specific) []
Item type: [] Replacement value: []

Details of incident (be specific):

[]

Witness(es) Name(s) 1. [] Contact number(s) 1. []
2. [] 2. []

Did you report this incident to your program Director? Yes [] No [] If yes, name of Program Director: If not, please explain why not. []

Reporting physician Name (Print) [] Name of Witness (Print) []
Signature of reporting physician [] Signature of Witness []
Date: [] Date: []

Submit form and back up documentation to: pmao-residents@sharedhealthmb.ca Or MAIL to

Provincial Medical Administration Office – 1502-155 Carlton Street, Winnipeg, Manitoba, R3C 3H8

OFFICE USE ONLY Date received in PMAO: []

COMMENTS AND/OR FOLLOW-UP: []

DOCTORS MANITOBA MATERNITY/PARENTAL BENEFITS PROGRAM

POLICY INFORMATION FOR PHYSICIANS

The Program provides partial income replacement for a physician parent who wants to take a temporary leave (of no more than 365 days) from Manitoba practice or residency program for the birth/adoption of a child.

The Program covers Manitoba physicians regardless their income modality (fee-for-service or alternate payment mechanisms). Physicians not returning to work in Manitoba within 365 days of the start of their maternity/parental benefits will be required to repay the benefits to Doctors Manitoba.

Am I eligible to claim?

As a physician or resident, you are eligible to claim this benefit if you have practiced medicine or been a Resident in Manitoba and earned income directly or indirectly from Manitoba Health for providing medical services, teaching, research and/or administrative duties immediately prior to taking a leave of absence to care for a newborn or adopted child aged 5 or under. If a physician is eligible to claim maternity or parental benefits under the terms of another contract negotiated by Doctors Manitoba, he or she is not eligible to claim a benefit under this program.

Applicants must have held a full registration with the CPSM prior to the leave, and are required to continue to pay dues to Doctors Manitoba. This benefit program is not available to physicians who, prior to the start of the parental leave, held a short-term license, or whose license status was NR or OR, or who were on the supplementary or educational register. However, parental leave benefits from this program are available to those Physician Residents who are covered by the PARIM collective agreement. PARIM members who are non-physicians are not eligible for parental benefits from Doctors Manitoba.

What benefits are available?

If you have earned qualifying income for at least 20 weeks in the 12 months prior to your leave, you are eligible for up to 20 consecutive weeks of benefits. If you have earned qualifying income but have worked for less than 20 weeks, your maximum benefit period will be equal to the number of weeks you actually worked. You are required to take a minimum two weeks leave.

Your parental leave 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. Claimants must file an application for benefits within twelve months of the birth or adoption of a child. Thereafter, claims will not be accepted.

Where both parents are physicians and/or residents and wish to take a leave of absence from their practice, they can sequentially share up to 25 consecutive weeks of parental benefit. The amount of benefit paid on any given week will be based on the qualifying income of the parent who is on leave at that time. Should both parents be physicians and become parents to twins (or other higher order births), each parent is eligible for a parental benefit of up to 20 weeks.

A compassionate benefit of up to one month is available to qualifying physicians in the event of a stillbirth, or death soon after birth and in cases of 19 weeks or more gestation. 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 \$1,400 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. Benefits will not be adjusted in the case of retroactive pay increases.

Can I earn other income while on leave?

While benefits are being paid, you may also receive up to \$2,000 gross income per week from all other sources. Other sources of income include Employment Insurance, salary top-ups, vacation pay, fee-for-service remittance income, disability insurance benefits, etc.

Your weekly benefit will be reduced, dollar for dollar, if you receive more than \$2,000 income from other sources during that one week claim period. Any income you receive while on leave for services you provided prior to the start of your parental leave should NOT be reported. It does not affect your benefit under this program. Only income earned and received while on leave should be reported.

What else should I know?

Benefits are only payable to physicians who are residents of Manitoba during the benefit period. Relocation from the province will result in termination of said benefits.

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

How do I apply?

To receive an application form, contact Barry Hallman, Benefit Programs Coordinator at Doctors Manitoba, by calling (204) 985-5865 or (204) 985-5888 or for rural members 1-888-322-4242. You must complete and return the Application form to establish your eligibility for benefit and determine the maximum weekly benefit you are eligible for and the maximum number of consecutive weeks that you may claim.

Once eligibility is determined, you will receive a series of simple biweekly Claim forms. In order to receive your benefit for each biweekly period, you must submit a Claim form to detail income you have earned and received from all other sources during the claim period. Your benefit is then calculated and deposited directly to your bank account in two weeks following the end of each claim period. (Note: we are unable to make direct deposits to "line of credit" accounts).

What information does Doctors Manitoba require?

You must begin your claim within 6 weeks of the adoption/discharge of your child. To initiate your claim we need the following information, which is also indicated 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. (Note we are unable to make direct deposits to “line of credit” accounts)
- Applications must be received within twelve months of the birth or adoption of a child. However, the actual leave must have begun no later than 6 weeks after the date of the birth or adoption.

Determination of Qualifying Income & Benefit Amount

Your benefit level is affected by your past gross income. You will be required to 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. For licensed physicians, your average weekly earnings will be calculated using the best 6 months (or portion thereof) in the 12-month period immediately prior to your leave. For residents (or physicians paid bi-weekly), your average weekly earnings will be calculated using the best six 4-week periods.

The maximum benefit available to all claimants is \$1,400 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 $\$72,000 \div 26 \text{ weeks} = \$2,769$
- 60% of qualifying income is $.6 \times \$2,769 = 1,661$.
- Benefit is maximized at \$1,400 per week.

Example

- 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 = $\$63,800 \div 26 \text{ weeks} = \$2,454$
- 60% of qualifying income is $.6 \times \$2,454 = \$1,472$
- Benefit is maximized at \$1,400 per week.

Factors Which Can Change Your Benefit Amount

You may earn and receive a maximum of \$2,000 of income per week in addition to your parental leave benefit. If you earn and receive more than that, the extra earnings are deducted dollar for dollar from your benefit.

Example

- Salaried physician is entitled to \$1,400 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 \$1,400 per week from the Maternity/Parental Benefits Program.
- Physician receives a substantial payout for delayed claims while on leave.
- There is no reduction to the leave benefit because the payout was for services provided before the parental leave period began. There is no need to report income for such services.

Example

- Physician is entitled to \$1,400 per week from the Maternity/Parental Benefits Program.
- Physician decides to provide services during leave and subsequently earns and receives a \$2,500 remittance for those services while still on leave. Physician will receive only a \$2,300 benefit for the biweekly leave period because she/he exceeded the \$2,000 weekly maximum income from other sources by \$500 ($\$2,500 - \$2,000 = \500).

NOTE: On November 4, 2020, the Board of Directors of Doctors Manitoba approved temporary measures to provide flexibility in determining the weekly benefit amount for qualifying claimants. Claimants who do not qualify for the maximum benefit will have their claims recalculated based on the best three of the last 12 months or, if needed, the best six of the last 24 months. The most favourable result will determine the weekly benefit.

If you do not qualify for the maximum weekly benefit based on your last 12 months, we will contact you to request more income information.

**APPENDIX “D” ELIGIBLE
TUITION**

<u>PROGRAM</u>	<u>COURSE</u>	<u>LOCATION (if known)</u>
Anatomical Pathology	Introduction to Pathology (PATH 7020 - audit course) Gynecologic Pathology (HSC run course 4wk course)	<i>University of Manitoba</i>
Allergy & Clinical Immunology - Adult	IMMU 7070 Introductory Immunology	University of Manitoba
Anesthesia	ATLS ACLS NRP PALS and PALS Recertification TIPS Course (Core Curriculum - Faculty PGME)	University of Manitoba
Cardiac Surgery	CHSC 7470 Biostatistics I ACLS / ATLS TIPS Course (Core Curriculum - Faculty PGME) Procedural Sedation	University of Manitoba
CCFP-EM	ACLS ATLS PALS	University of Manitoba
Community Medicine	Masters Program in Public Health	University of Manitoba
Critical Care	ATLS PALS MCKAP TIPS Course (Core Curriculum - Faculty PGME) General Critical Care Ultrasonography ACES	University of Manitoba
Developmental Pediatrics	CHSC 7520 Principles of Epidemiology 1 CHSC 7470 Biostatistics 1 TIPS Course (Core Curriculum - Faculty PGME) Professional Boundaries (Core Curriculum)	University of Manitoba

	Practice Management (Core Curriculum)	
Diagnostic Radiology	American Institute for Radiologic Pathology Physics Course (aka UC Davis or Bushberg) (\$1,075 US) Huda's Physics Review Course (\$775 USD) Note: Resident has option of taking either the Sacramento Physics Course or Huda's Physics Review Course but not both courses	
Emergency Medicine	ACLS ACLS Instructor's Course ATLS ATLS Instructor's Course PALS or APLS AIME or equivalent	University of Manitoba
	Emergency Department Ultrasound AIME (3rd year CCFP Emerg Med Residents) approved July 2013	
Endocrinology & Metabolism	CHSC 7470 Biostatistics I	University of Manitoba
Family Medicine	ATLS (non-urban streams only) BLS / ACLS Certification (during Year 1) BLS / ACLS Recertification (before Year 2 expiry date) NRP (in Year 1) ALARM ALSO	University of Manitoba University of Manitoba/SOGC (\$780)
Gastroenterology	Procedural Sedation Course	University of Manitoba
General Surgery	ACLS ATLS FLS (Fundamentals of Laparoscopic Surgery) Surgical Skills Courses Procedural Sedation Course Conscious Procedural Sedation Course TIPS Course (Core Curriculum - Faculty PGME) General Surgery Review Course Update in General Surgery	University of Manitoba Mississauga, Ontario Toronto, Ontario

Hematology - Adult	Cancer Biology Basic Sciences Review Course in Hematology and Oncology	University of Manitoba Harvard Medical
Hepatology	Good Clinical Practice Training	Clinical Research Office, SBGH
Maternal Fetal Medicine	CHSC 7470 Biostatistics I Nuchal Translucency Certification TIPS Course (Core Curriculum - Faculty PGME)	University of Manitoba
Medical Genetics	BGEN 3020 - Intro to Human Genetics BGEN 7090 - Principles and Practices of Human Genetics BGEN 7180 - Clinical and Molecular Cytogenetics BGEN 7130 - Genetic Epidemiology of Human Populations TIPS Course (Core Curriculum - Faculty PGME) Professional Boundaries (Core Curriculum) Practice Management (Core Curriculum) Public Speaking Course (Core Curriculum)	University of Manitoba
Medical Oncology	Harvard Review Course in Hematology and Medical Oncology	Harvard
Neonatal-Perinatal	CHSC 7470 Biostatistics I (by 2nd year) CHSC 7520 Principles of Epidemiology 1 (by 3rd year) NRP Provider NRP Instructor CAMMATA (Canadian Aerospace Medicine and Aeromedical Transport Association) Air Medical Training Course) - arranged by Neonatal Transport program PICC (percutaneously inserted central catheter) Certification TIPS Course (Core Curriculum - Faculty PGME) Professional Boundaries (Core Curriculum) Practice Management (Core Curriculum)	University of Manitoba
Neurosurgery	ACLS Course ATLS Course BCLS Course Basic Skills Course	University of Manitoba

	<p>Procedural Sedation Course</p> <p>Surgical Skills Course</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p>	
Obstetrics/Gynecology	<p>NRP Certification</p> <p>Core Curriculum (Faculty PGME)</p> <p>Public Speaking (Faculty PGME)</p> <p>Practice Management (Core Curriculum)</p> <p>ACLS</p> <p>ATLS</p> <p>Procedural Sedation Course</p>	University of Manitoba
<p>Oral Surgery (Reimbursement is only applicable to Residents who commenced training prior to July 1, 2016.)</p>	<p>DDSS 7220 - Essay/Research Project</p> <p>DDSS 7230 - Advanced Oral Pathology</p> <p>DDSS 7240 - Advanced Oral and Maxillofacial Surgery Seminar I</p> <p>DDSS 7250 - Clinical Advanced Oral and Maxillofacial Surgery I</p> <p>DDSS 7260 - Advanced Oral and Maxillofacial Surgery Seminar II</p> <p>DDSS 7270 - Clinical Advanced Oral and Maxillofacial Surgery II</p> <p>DDSS 7280 - Clinical Advanced Oral and Maxillofacial Surgery III</p> <p>DDSS 7290 - Clinical Advanced Oral and Maxillofacial Surgery IV</p> <p>ANAT 7060 - Advanced Human Macroscopic (Gross) Anatomy</p> <p>CHSC 7470 - Biostatistics I</p>	University of Manitoba
Orthopaedics	<p>ATLS</p> <p>AO Basic Course</p> <p>Orthopedic Resident Review of Trauma Course</p> <p>ACLS</p> <p>Procedural Sedation</p>	
Otolaryngology	<p>Iowa Basic Sciences Course (\$1530 US)</p> <p>Pediatric Airway Endoscopy Course (\$375 US)</p> <p>Temporal Bone Dissection Course (\$2,300)</p> <p>Endoscopic Sinus Course (\$1750 Vancouver, Wpg, Calgary)</p>	<p>University of Iowa</p> <p>Ann Arbor, Michigan</p>

	<p>ACLS</p> <p>Cochlear Implant and Bone Anchored Hearing Aid Course (\$2,000)</p> <p>Osseointegration/Fixation Plating Course (\$3,000 - but resident would only have to pay \$300)</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>ATLS</p> <p>Procedural Sedation</p>	
Pediatrics	<p>PALS - Pediatric Advanced Life Support / Recertification</p> <p>NRP - Neonatal Resuscitation Provider Course/Recertification</p> <p>ATLS (Advanced Trauma Life Support) or Trauma Resuscitation in Kids (TRIKS)</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p> <p>Public Speaking Course (Core Curriculum)</p> <p>Quality and Scorecard Workshop</p>	University of Manitoba
Pediatric Allergy and Clinical Immunology	<p>IMMU 7070 - Introductory Immunology</p> <p>IMED 7190 - Medical Immunology</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p>	University of Manitoba
Pediatric ER	<p>PALS provider or instructor OR recertification (only one of these will be selected for each resident)</p> <p>ATLS provider or instructor OR recertification (only one of these will be selected for each resident)</p> <p>NRP recertification</p> <p>ACLS recertification</p> <p>CHSC 7520 Principles of Epidemiology 1</p> <p>WRHA Conscious Sedation Course</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p>	University of Manitoba
Pediatric Hem/Onc	<p>CHSC 7520 Principles of Epidemiology 1</p> <p>CHSC 7470 - Biostatistics 1</p>	University of Manitoba

	<p>CHSC 7480 - Biostatistics 2</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Cancer Biology</p> <p>Basic Sciences review Course in Hematology and Oncology</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p>	
Pediatric Infectious Diseases	<p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p>	University of Manitoba
Pediatric Nephrology	<p>CHSC 7470 - Biostatistics 1</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p> <p>Renal Biopsy Course (\$2,500 US - \$3,000 US/Fellow)</p>	<p>University of Manitoba</p> <p>University of Columbia</p>
Pediatric Respiriology	<p>CHSC 7470 - Biostatistics 1</p> <p>CHSC 7520 Principles of Epidemiology 1</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p> <p>Pediatric Sleep Course</p>	<p>University of Manitoba</p> <p>Stanford University</p>
Plastic Surgery	<p>ACLS</p> <p>ATLS</p> <p>TIPS Course (Core Curriculum - Faculty PGME)</p> <p>Professional Boundaries (Core Curriculum)</p> <p>Practice Management (Core Curriculum)</p> <p>Public Speaking</p> <p>Core Curriculum Courses</p> <p>Procedural Sedation</p>	University of Manitoba
Physical Medicine and Rehabilitation	CHSC 6810	University of Manitoba

Psychology - Clinical
(Reimbursement is
only applicable to
Residents who
commenced training
prior to July 1, 2016.)

Psychology Internship
Psychology Postdoctorate

University of Manitoba

Rheumatology

CHSC 7520 Biostatistics I
Advanced Clinical Immunology

University of Manitoba

Urology

ATLS
Procedural Sedation Course
Basic Sciences of Urology
QUEST/Advanced Urology Course
Montreal Oncology Course
Canadian Society of University Urology Residents

University of Manitoba
University of Virginia
Queens University
McGill University
Conference not paid for

ACLS

Vascular Surgery

ACLS
ATLS
Procedural Sedation