Agreement
between
The Educating and Employing Entities Consisting of:
- Alberta Health Services
- University of Alberta
- University of Calgary

- and -

The Professional Association of Resident Physicians of Alberta

Expires June 30, 2013
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AGREEMENT made this 16th day of June, 2011.

BETWEEN

THE EDUCATING AND EMPLOYING ENTITIES CONSISTING OF:

- ALBERTA HEALTH SERVICES
- UNIVERSITY OF ALBERTA
- UNIVERSITY OF CALGARY

(hereinafter referred to as “the Entities”)

OF THE FIRST PART

AND

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

(hereinafter referred to as "PARA")

OF THE SECOND PART

PREAMBLE

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

Where it is the desire of the parties to this Agreement to provide excellence in education and patient care; to maintain professional standards and to promote and maintain an effective and professional working relationship between Alberta Health Services, Faculties of Medicine, Program Directors and the Resident Physicians;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: DEFINITIONS

1.01 A Resident Physician is a physician who is in the process of preparation for licensure by virtue of achieving certification by either the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada. This preparation includes both theory and practice under supervision of qualified physician preceptors conducted in accredited teaching environments including clinical settings. This includes the provision of necessary medical care and participation in the education of peers, junior colleagues and patients.

1.02 The Educating and Employing Entities (“the Entities”) include Alberta Health Services, the University of Alberta Faculty of Medicine and Dentistry, and the University of Calgary Faculty of Medicine.

1.03 Authority shall mean Alberta Health Services and all health facilities, which are a member of, or have a formal reporting relationship to, Alberta Health Services.
1.04 Member Facility shall mean a health facility in which a Resident Physician is present for residency training that is a member of, or has a formal reporting relationship to Alberta Health Services.

1.05 Program Director shall mean the University Residency Program Director, Department Head shall mean the University Academic Department Head, and Associate Dean shall mean the Associate Dean Postgraduate Medical Education.

1.06 Faculties shall mean the University of Alberta Faculty of Medicine and Dentistry and the University of Calgary Faculty of Medicine.

ARTICLE 2: TERM OF AGREEMENT

2.01 Except where otherwise stated in the Agreement, this Agreement unless altered by mutual consent of both parties hereto, shall be in force and effect from and after July 1, 2010 to and include June 30, 2013, and from year to year thereafter, unless notice in writing is given by either party to the other party not less than one (1) calendar month and not more than five (5) calendar months prior to the expiration date of its desire to terminate or amend this Agreement.

2.02 Where notice is served by either party, provisions of this Agreement shall continue until:

(a) Settlement is agreed upon and a new Agreement signed;

(b) If the settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement is signed.

2.03 In the event the parties are unable to conclude an Agreement, either party, within ten (10) calendar days of the date the impasse was reached, may submit all remaining non-academic items in dispute to arbitration as provided in Article 28.

2.04 Notwithstanding anything else herein, with respect to the application or implementation of any of the following Articles and Letter of Understanding (LOU), any dispute or disagreement between an affected member of PARA and a Program Director may, at the option of either or both of them, be referred to the relevant Associate Dean for final decision: Articles 7.02; 9.01; 9.03; 9.04; 10.01; 10.04; 11.04; 11.05; 16.08 and the LOU Re: Accommodation in Medical Training Due to Medical Limitations. Any unresolved disagreements may be dealt with as per Article 28: Grievance Procedure.

ARTICLE 3: RECOGNITION

3.01 The Entities recognize that PARA represents all Resident Physicians in Alberta for the purpose of determining non-academic terms and conditions of Resident Physician positions.

(a) Three (3) categories of Resident Physicians shall be recognized:

(i) Those who are the fiscal responsibility of the Province of Alberta;
(ii) Those who are the fiscal responsibility of any other Canadian entity and have a current letter of engagement, excluding the Department of National Defence;

(iii) Those who are the fiscal responsibility of a foreign entity or the Department of National Defence of Canada.

(b) This Agreement shall apply to these Resident Physicians as follows:

(i) Fully to all those identified in Article 3.01(a)(i).

(ii) To all Resident Physicians identified in Articles 3.01(a)(ii) and 3.01(a)(iii), excluding those articles listed in Article 3.01(d).

(c) Upon commencing negotiations for all future contracts, agreements or other arrangements pertaining to funding for the training of Resident Physicians identified by Article 3.01(a)(iii), the Faculties shall secure for PARA the applicable dues for each such Resident Physician. This amount shall be fifty percent (50%) of the rate applied to Resident Physicians at the same PGY level who are the fiscal responsibility of the Province of Alberta. This amount shall be paid on an annual basis.

(d) This Agreement shall apply to those Resident Physicians identified in Article 3.01(a)(iii) with the exception of all monetary articles, and without restricting the generality of the foregoing, these monetary articles include the following:

(i) Articles 6.01, 6.03, 6.04;

(ii) Article 8.01 in the event the Resident Physician is terminated due to cessation of funding;

(iii) Article 9 as it applies to any continuation of benefits or income supplementation;

(iv) Articles 10.05, 10.06;

(v) Article 11 as it applies to pay;

(vi) Article 12 as it applies to pay;

(vii) Article 14 as it applies to any call stipends;

(viii) Article 20 as it applies to CMPA;

(ix) Article 21;

(x) Article 22; and

(xi) Article 23.
3.02 PARA recognizes the Entities for the purpose of determining non-academic terms and conditions of Resident Physician positions.

3.03 No Resident Physician may enter into any agreement with the Entities covering their residency that may conflict with this Agreement or provide any non-academic term or condition not provided for in this Agreement.

3.04 It is recognized that the primary focus of residency programs will always be educationally based on programs accredited by the College of Family Physicians of Canada and/or the Royal College of Physicians and Surgeons of Canada; however, Residents are physicians, working under the supervision of qualified physician preceptors within Member Facilities and other community settings, and therefore also deliver valuable patient services during their educational program.

3.05 PARA and the Entities recognize the unique and diverse roles which Resident Physicians play and acknowledge that the multiplicity of roles is fundamental to the training of Resident Physicians. In most of these roles, Resident Physicians serve as direct providers of clinical service within the Member Facility/University structure in recognition for which they receive remuneration. The parties further acknowledge that these roles, although distinguishable for the purposes of discussion, are inextricably bound together in the training and practice of Resident Physicians. Notwithstanding Article 3.04, the role of Resident Physicians in the Member Facility/University has a significant clinical component, which involves the development of the ability to make independent clinical decisions commensurate with the level of training.

ARTICLE 4: DISCRIMINATION

4.01 There shall be no discrimination against any Resident Physicians by virtue of their being, or performing their duty as members or officers of PARA, or by virtue of sex, sexual orientation, religion, race, age, marital status, political affiliation, physical disability, mental disability, place of residence, or in respect of a Resident Physician exercising any right conferred under this Agreement or any law of Canada or Alberta.

4.02 Article 4.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
PARA and the Entities are committed to creating a working environment free of harassment and intimidation, where mutual respect and the ability of staff to work together productively are supported. All parties are committed to cultivating an atmosphere of trust, respect and dignity in all our relationships. Both parties believe in the prevention of harassment and intimidation, including any violation of human rights, and the development of processes that support a safe and supportive environment that protects all people from physical and emotional harm.

ARTICLE 5: LETTER OF ENGAGEMENT AND ORIENTATION

5.01 (a) It shall be a condition of each person’s residency that they execute with the Faculty of Medicine a Letter of Engagement. This Letter of Engagement shall incorporate by reference the terms and conditions from time to time in force pursuant to this Agreement. PARA shall have the opportunity to review this Letter prior to its release to Resident Physicians. A copy of this Agreement shall be provided to each Resident Physician at the commencement of their duties.

(b) Any amendment to the aforementioned Letter of Engagement shall be made with input by PARA prior to its implementation.

5.02 The Agreement shall be printed in a format acceptable to both parties and the costs shall be shared equally between the parties.

5.03 The Authority or Faculty shall organize a common one-day orientation session for all new Resident Physicians, prior to commencing duties. PARA shall have the opportunity to address the Resident Physicians at this session for a minimum of ten (10) minutes, and distribute any materials with respect to the structure of PARA as well as the rights, responsibilities and benefits of this Agreement and of PARA membership. Additional mandatory program-specific orientation shall occur after commencement of duties.

ARTICLE 6: DUES AND MEMBERSHIP

6.01 Each Resident Physician shall, as a condition of their Letter of Engagement, authorize pay cheque deductions of an amount fixed from time to time by PARA. Deduction of dues shall include deductions on retroactive remuneration.

6.02 PARA shall advise the Authority in writing thirty (30) calendar days in advance of the establishment of, or change in, the amount to be deducted in Article 6.01.

6.03 The Authority shall deduct the sum referred to in Article 6.01 in a manner that is consistent with the Authority’s pay procedure and forward the sum thus deducted within twenty-eight (28) days of the deduction to PARA together with a list of the Resident Physicians from whom the deductions were made.

6.04 The Authority shall supply each Resident Physician with a receipt for income tax purposes recording the total of all deductions paid to PARA during each taxation year.
6.05 The Authority or Faculties shall supply to PARA a list of the Resident Physicians, complete with names, positions, departments, funding sources, home addresses, pager numbers, and e-mail addresses within thirty (30) calendar days of assuming their positions. PARA shall be provided with any amendments to the aforementioned information and shall have access to the Authority's or Faculty's list upon one (1) day's notice.

6.06 The Authority shall distribute to and receive from each Resident Physician under contract a registration form as provided by PARA.

6.07 The Authority shall not be required to collect these registration forms but shall forward those forms received to PARA.

**ARTICLE 7: PARA BUSINESS**

7.01 (a) Resident Physicians designated to represent PARA shall be granted time off without loss of pay for the purpose of carrying out those duties. Such activities shall include:

(i) meetings of PARA and its national affiliate;

(ii) meetings with the Authority or Faculties of Medicine;

(iii) appeal, grievance, adjudication, arbitration or accreditation proceedings;

(iv) Authority or Faculty proceedings where a Resident Physician has requested, and is entitled to, PARA representation;

(v) meetings with Alberta Health and Wellness up to a maximum of ten (10) total days in a calendar year; and

(vi) meetings of the Alberta Medical Association Board of Directors, Representative Forum, and Physician and Family Support Steering Committee to a maximum of eighteen (18) total days in a calendar year.

(b) Resident Physicians designated to represent PARA at meetings of any other organization or committee that PARA has representation upon (directly or through affiliating with other organizations) may be granted time off without loss of pay for the purpose of carrying out those duties with prior consent of their Program Director.

7.02 Such time off shall not be of such duration as to seriously interfere with the training requirements for that particular Resident Physician.

**ARTICLE 8: POSITION SECURITY**

8.01 No Resident Physician shall be disciplined, suspended, discharged or otherwise terminated for any non-academic reason except for just cause, the onus of proving which shall be upon the Authority.
8.02 All disciplinary warnings, suspensions and dismissals arising from Article 8.01 shall be given in writing to the Resident Physician involved and shall state the reasons for the warning, suspension or dismissal. The PARA Office and the PARA President shall be notified by secure e-mail within seven (7) calendar days with the name of the individual involved.

8.03 Notification of withdrawal or termination for any academic reasons will be submitted in writing to the PARA Office for administrative purposes within seven (7) calendar days.

**ARTICLE 9: MATERNITY/PARENTAL LEAVE**

9.01 Maternity/Parental Leave shall not constitute a cause for termination of engagement but may require an extension of the program as determined by the Program Director. Consequently, the Resident Physician is strongly encouraged to review the impact of pregnancy on training requirements with the Program Director at the earliest opportunity to minimize disruption to the Resident Physician’s training program.

9.02 The Authority may require a Resident Physician to provide a medical certificate indicating pregnancy and the estimated date of confinement or a legal certificate of adoption.

9.03 **Maternity Leave**

(a) A Resident Physician who becomes pregnant shall be granted a maximum of seventeen (17) weeks maternity leave. Such leave may commence up to eight (8) weeks prior to the predicted date of birth.

(b) The Resident Physician shall receive up to seventeen (17) weeks of sufficient pay inclusive of the Employment Insurance two (2) week waiting period to match ninety percent (90%) of her salary when combined with Employment Insurance benefits for maternity leave.

(c) If the Resident Physician has a valid health-related reason for being absent from work in excess of seventeen (17) weeks, and is eligible for paid Sick or Special Leave as per Article 11, the Resident Physician may access the paid Sick or Special Leave.

(d) Unless the Resident Physician otherwise chooses after consideration, she will not be required to perform on-call duties nor scheduled shifts in excess of twelve (12) hours in a day or between 2400 hours and 0600 hours once she has completed twenty-seven (27) weeks of gestation, or earlier if a valid medical reason is provided pursuant to the Letter of Understanding re: Accommodation in Training Due to Medical Limitations. This will not in itself necessarily incur any reduction in remuneration.
9.04 **Parental Leave**

(a) In the event of the birth or adoption of a child, where a Resident Physician has not been granted maternity leave, a Resident Physician shall be granted a maximum of two (2) weeks leave of absence with full pay and benefits.

(b) In addition, a Resident Physician shall receive at his/her request additional leave without pay or benefits totalling up to fifty-two (52) weeks, inclusive of any leave taken under Articles 9.03 or 9.04 in the first fifty-two (52) weeks following the birth or adoption of a child. The Resident Physician shall be required to give appropriate notice to his/her Program Director of his/her intention regarding the timing of such leave in order to ensure that professional and patient-care responsibilities are met.

**ARTICLE 10: EDUCATIONAL LEAVE**

10.01 Resident Physicians who are performing at a satisfactory academic level may be granted leave with pay to attend educational events such as medical conferences, provided that the educational event and the attendance at such educational event is approved by the appropriate University Program Director or Department Head. This leave shall not be unreasonably requested or denied.

10.02 Educational Leave, as referred to herein, shall not be deducted from vacation entitlement.

10.03 Outside of those Programs modified to accommodate preparation for Canadian qualifying and licensing examinations through recommendation of their Residency Program Committee, each Resident Physician shall be entitled to up to five (5) working days without loss of pay to prepare and write Canadian qualifying and licensing examinations, which include those of the Medical Council of Canada, the College of Family Physicians of Canada, and the Royal College of Physicians and Surgeons of Canada.

A Resident Physician shall be granted unpaid leave up to five (5) working days for the purpose of taking American professional certification examinations.

10.04 Applications for educational leaves of absence shall be made in writing to the Program Director a minimum of four (4) weeks in advance of the exam date in order that Resident Physician substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. Confirmation of the leave shall be made by the Program Director within two (2) weeks of the initial request.

10.05 **Remote Training**

For Letter of Understanding Re: Article 10.05, see page 34.
Resident Physicians shall be reimbursed by the Authority for one hundred percent (100%) of costs associated with mandatory training at a site outside of the community in which they normally perform the majority of their duties, which occurs on or after July 1, 2003. The determination of whether such training is mandatory shall be made by the respective Program Director.

Such reimbursement shall be for reasonable travel, lodging, and any additional tuition associated with this remote training, upon presentation of satisfactory receipts. All receipts must be submitted within ninety (90) days of completion of remote training.

10.06 Life Support Courses

A Resident Physician shall be reimbursed by the Authority for one hundred percent (100%) of the course fees incurred for successfully obtaining “Life Support” courses that are deemed necessary by his/her Program Director and have been approved by the Authority. Examples of such courses include, but are not limited to:

- Advanced Cardiac Life Support (ACLS)
- Advanced Trauma Life Support (ATLS)
- Neonatal Resuscitation Program (NRP)
- Paediatric Advanced Life Support (PALS)
- Advances in Labour Risk and Management (ALARM)

The Authority shall supply to PARA a list of the “Life Support” courses approved by the Authority annually by October 1. PARA shall be provided with any amendments to the aforementioned information.

Retroactive reimbursement for required courses completed no more than four (4) months prior to a Resident Physician’s program commencement is subject to authorization by the Authority.

ARTICLE 11: SICK AND SPECIAL LEAVE

11.01 (a) Resident Physicians shall be granted Special Leave, including leave for compassionate purposes, without loss of pay and health benefits, as defined in Article 21: Health Benefits, in all reasonable circumstances.

(b) The granting of such leave shall be in addition to that which an employee is entitled to under other leave provisions.

11.02 Resident Physicians will, wherever possible, give adequate notice of their intention to take Special Leave.
11.03 Resident Physicians shall be provided paid leave and health benefits, as defined in Article 21: Health Benefits, for illness or non-occupational injury until the end of the appointment year or three (3) calendar months within the appointment year, whichever occurs first. Coverage under this Article shall commence on the first day the Resident Physician carries out the duties of their appointment.

In the event that the leave for illness or non-occupational injury occurs in the last three (3) calendar months of the final appointment year, that appointment year shall be extended to ensure coverage up to three (3) calendar months.

11.04 In the event the educational requirements are not met, the Resident Physician may be required by the Program Director to make up the period of appointment missed due to the illness or non-occupational injury.

11.05 The Resident Physician may be required by the Program Director to submit a medical certificate in support of any illness or non-occupational injury.

**ARTICLE 12: VACATION**

12.01 Resident Physicians earn vacation at the rate of one and two-thirds \((1 \frac{2}{3})\) days per month of service. The year's vacation allotment may be taken during the program year in which it is earned. In the event that a Resident Physician takes his/her annual allotment of vacation and then does not complete the year of service, the Authority may recover excess monies paid. Vacation shall be taken at a time that is mutually agreed to between the Resident Physician and the Program Director provided that, if a mutually agreed time cannot be identified, the Program Director shall schedule the vacation period.

12.02 Application for vacation shall be made in writing to the Program Director a minimum of eight (8) weeks in advance in order that Resident Physician substitution may be arranged. The Program Director shall make a reasonable effort to accommodate the Resident Physician's request for vacation time. When a Resident Physician submits a request for vacation, the Program Director shall confirm approval or disapproval of the request in writing within two (2) weeks.

12.03 Vacation may be taken in any combination of weekly segments up to a maximum of four (4) weeks that is mutually agreed to between the Resident Physician and the Program Director.

12.04 A Resident Physician with an appointment period of less than one (1) year shall receive vacation entitlement calculated as follows:

\[
\text{(Days Paid Within Contract Year/ 261)} \times 20 \text{ (rounded to the nearest half day).}
\]
12.05 Vacation shall be taken within the period of engagement. Provided the Program Director and the appropriate representative of the Authority give prior approval, if a Resident Physician is unable to take their vacation in one year because of service commitments, the unused time may be banked except in the situation where the Resident Physician is in their final year of training, in which case the Resident Physician will be paid in lieu of vacation time. Any dispute or disagreement between an affected member of PARA and a Program Director or Authority representative may be referred to the relevant Associate Dean who will consult with PARA before making a final decision.

12.06 Vacation days will only be consumed by weekdays taken off that are not:

- Named Holidays (Article 13);
- Weekdays during an emergency medicine rotation or other shift-based rotation where no shift has been scheduled;
- Educational Leave (Article 10);
- Sick and Special Leave (Article 11);
- Maternity/Parental Leave (Article 9);
- Days for PARA business (Article 7); or
- Days off during the Christmas or New Year’s break in accordance with Articles 13.03(a) and 13.03(b).

12.07 Resident Physicians shall not be scheduled for:

(a) on-call duties (Article 14) or shifts past twenty-four hundred hours (2400 hours) the day prior to vacation or during vacation; or

(b) on-call duties or shifts on one (1) of the weekends immediately prior to or following five (5) consecutive weekdays of vacation.

ARTICLE 13: NAMED HOLIDAYS


(b) In each event where a Named Holiday falls upon a Saturday or Sunday, the Named Holiday will be considered to lie on either the preceding Friday or following Monday in accordance with standard practice within the Member Facility.

(c) Pursuant to Article 13.03, Article 13.01(b) does not apply to the following Named Holidays: Christmas Day, Boxing Day and New Year’s Day.
13.02 A Resident Physician who is scheduled to and does commence work the day of a Named Holiday pursuant to Articles 13.01(a) and 13.01(b) shall have another working day off with pay in lieu of the Named Holiday. Such work includes regular duty hours, on-call duty hours and Emergency Medicine shifts. This day shall be scheduled during that same rotation at the time the call schedule is made. In the event that day off cannot be scheduled during the same rotation, it shall be added to the Resident Physician’s vacation allotment.

13.03 (a) Resident Physicians shall receive five (5) consecutive days off duty for Christmas or New Year’s break. The five (5) consecutive days off shall take place either December 23 to December 27, or December 29 to January 2, at the discretion of the Program Director. All Resident Physicians shall be available for service on December 28 where required. Where possible, a Resident Physician shall not be scheduled for on-call services the day preceding his/her five (5) consecutive days off. Time in excess of five (5) consecutive days may be granted at the discretion of the Program Director.

(b) A Resident Physician who is a practitioner of a recognized faith that does not celebrate Christmas Day may request that the five (5) days off duty in Article 13.03(a) be scheduled at another time to accommodate the observance of an alternative Religious Holiday. The request shall be made by the Resident Physician to the Program Director by August 1 of each program year. The Resident Physician will provide two (2) options for the scheduling of the five (5) consecutive days off and the Program Director will grant one or the other option within two (2) weeks of receiving the request. A Resident Physician who is granted an alternate Religious Holiday shall service regular duty hours (Article 14.02) and on-call duty (Article 14.03) during the Christmas and New Year’s break.

13.04 In recognition of Resident Physicians who are scheduled and take call the day before a Named Holiday and for reasons of ensuring the appropriate transference of care, work a portion of a Named Holiday, all Resident Physicians shall be entitled to a total of three (3) additional flex days off per year without loss of pay. These three (3) flex days are in addition to vacation entitlements in Article 12.

ARTICLE 14: ON-CALL

14.01 Definitions

In order to provide quality service and care to patients, safety of operation and enhance the well-being and education of each Resident Physician, duty hours will be limited to provide a balance of patient care, service, clinical experience and academic pursuits. This article will define:

(a) Regular duty hours; and

(b) On-call duty hours.
14.02 Regular Duty Hours

(a) No Resident Physician shall be scheduled or required to perform more than twelve (12) hours of clinical duties in any one (1) day, unless scheduled as on-call.

(b) Resident Physicians on Emergency Medicine rotations who are scheduled for shifts shall not exceed a total of sixty (60) hours of shifts per week.

(c) Resident Physicians on Emergency Medicine Rotations who are scheduled for shifts shall not be required to work additional on-call duties.

(d) No Resident Physician shall be scheduled or required to work any hours on Saturday, Sunday, or Named Holidays (weekend days) with the following exceptions:

(i) Where the Resident Physician is scheduled as on-call.

(ii) Where the Resident Physician is scheduled for an Emergency Medicine shift, as part of an Emergency Medicine rotation.

(iii) Where a Resident Physician is not scheduled as on-call on a weekend day, a stipend of $100 shall be paid to a Resident Physician required to perform patient rounds on an assigned hospital service during a weekend day. Any individual Resident Physician shall collect no more than one (1) stipend amount per day, and the stipend amount shall be paid no more than once per day for any individual service at a hospital site.

14.03 On-call Duty Hours

(a) On-call duty hours refer to those times the Resident Physician carries clinical responsibilities beyond the regular duty hours defined in Article 14.02. This typically includes evenings, overnight, and weekends. For the purpose of this Article, a weekend will refer to the period of time from 1800 hours Friday to 0600 hours Monday. Two (2) types of on-call duty hours are recognized in practice:

(i) In-house call:

In-house call refers to clinical service, or immediate availability for such service, provided by the Resident Physician beyond the regular duty hours, where the Resident Physician is required to remain in the hospital for that time period.

(ii) Home call:

Home call refers to clinical service, or immediate availability for such service, provided by the Resident Physician beyond the regular duty hours, where the Resident Physician is not required to remain in the hospital for that time period.
(b) The determination of the type and frequency of on-call shall be made on an educational basis by the departmental Residency Program Committee or its equivalent, subject to consultation with and approval from the relevant Associate Dean.

(c) All Resident Physicians performing on-call duties shall be scheduled for on-call by twenty-eight (28) day blocks, subject to Article 14.03(b).

14.04 In-house Call

(a) In-house call is on a one-in-four (1:4) basis. The number of days on service is specific to any individual Resident Physician, and reflects the number of days on service subtracting any time the Resident Physician is away on vacation (inclusive of the weekend prior to or following scheduled vacation as per Article 12.07), Education Leave, Sick and Special Leave, and Maternity/Parental Leave, as follows:

1-6 days on service – 1 in-house call  
7-10 days on service – 2 in-house calls  
11-14 days on service – 3 in-house calls  
15-18 days on service – 4 in-house calls  
19-22 days on service – 5 in-house calls  
23-26 days on service – 6 in-house calls  
27-30 days on service – 7 in-house calls  
31-34 days on service – 8 in-house calls

The 31-34 days on service calculator only applies to the first or last rotation of the academic year in the event that the rotation is in excess of twenty-eight (28) days.

For the purpose of call calculation, the weekend free of on-call shall be in the same rotation as the scheduled vacation.

(b) No Resident Physician shall be scheduled for in-house call duty, or a combination of in-house and home call duty, on two (2) consecutive days except where agreement is reached with PARA in accordance with the Letter of Understanding Re: Night Floats and Night Shifts (see page 35).

(c) (i) No Resident Physician shall be scheduled for in-house call duty on any portion of more than two (2) weekends out of any four (4) weekends unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.

(ii) In the event that a scheduled rotation has five (5) weekends, a Resident Physician shall not be required to work more than three (3) of those five (5) weekends.
(d) No Resident Physician shall be scheduled for any in-house call duty on any portion of more than two (2) consecutive weekends, unless agreed to by PARA in advance. Scheduling must consider the Resident Physician’s immediately preceding call schedule whenever possible. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.

(e) In the interest of safe patient care and respect for the personal safety, well-being, and the educational requirements of the Resident Physician, sign-over of patient-care responsibilities and pertinent patient information shall begin no later than the twenty-fourth (24th) consecutive hour on duty. Apart from handover of patient-care responsibilities, no Resident Physician shall be required to assume new responsibilities following the twenty-fourth (24th) hour of duty. Such handover shall not exceed two (2) hours.

(f) Whereas in-house call maximums are defined in Article 14.03(a) and are averaged over a defined number of days on service, a Resident Physician shall not be required to perform more than four (4) in-house calls in a period of less than ten (10) consecutive days, unless requested by the Resident Physician in advance.

14.05 Home Call

(a) Home call is on a one-in-three (1:3) basis. The number of days on service is specific to any individual Resident Physician, and reflects the number of days on service subtracting any time the Resident Physician is away on vacation (inclusive of the weekend prior to or following scheduled vacation as per Article 12.07), Education Leave, Sick and Special Leave, and Maternity/Parental Leave, as follows:

- 1-5 days on service – 1 home call
- 6-8 days on service – 2 home calls
- 9-11 days on service – 3 home calls
- 12-14 days on service – 4 home calls
- 15-17 days on service – 5 home calls
- 18-20 days on service – 6 home calls
- 21-23 days on service – 7 home calls
- 24-26 days on service – 8 home calls
- 27-29 days on service – 9 home calls
- 30-32 days on service – 10 home calls

The 30-32 days on service calculator only applies to the first or last rotation of the academic year in the event that the rotation is in excess of twenty-eight (28) days.

For the purpose of call calculation, the weekend free of on-call shall be in the same rotation as the scheduled vacation.
(b) No Resident Physician shall be scheduled for home call more than three (3) consecutive days, unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.

(c) No Resident Physician shall be scheduled for home call duty on any portion of more than two (2) weekends out of any four (4) weekends, unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance.

(d) No Resident Physician shall be scheduled for home call duty on any portion of more than two (2) consecutive weekends, unless agreed to by PARA in advance. PARA shall provide written confirmation of such agreement to the appropriate Associate Dean in advance. Scheduling must consider the Resident Physician’s immediately preceding call schedule whenever possible.

(e) In the interest of safe patient care and respect for the personal safety, well-being, and educational requirements for the Resident Physician, any Resident Physician on home call who stays in or returns to the hospital to attend to a patient between the hours of midnight and 0600 hours is entitled to relieve themselves of all responsibilities immediately after handover of patient-care responsibilities. Handover shall commence no later than the twenty-fourth (24th) hour of duty and shall not exceed two (2) hours.

14.06 Combined Call

(a) In circumstances where call is a combination of in-house and home call (combined call), the maximum number of call is dependent on whether the majority of scheduled call is in-house call or home call. The number of days on service is specific to any individual Resident Physician and reflects the number of days on-call subtracting any time the Resident Physician is away on vacation, Education Leave, Sick and Special Leave, and Maternity/Parental Leave, as follows:

On primarily home call service:
- 9 home call: 0 in-house call
- 8 home call: 1 in-house call
- 7 home call: 2 in-house call
- 6 home call: 2 in-house call
- 5 home call: 3 in-house call
- 4 home call: 4 in-house call

On primarily in-house call service:
- 7 in-house call: 0 home call
- 6 in-house call: 1 home call
- 5 in-house call: 2 home call
- 4 in-house call: 4 home call
(b) A Resident Physician shall not be required to perform home call on the
day preceding or following an in-house call.

(c) Combined call shall not account for any portion of more than two (2)
weekends out of any four (4) weekends.

(d) No Resident Physician shall be scheduled for call on any more than two
(2) consecutive weekends, unless agreed to by PARA in advance. Scheduling must consider the Resident Physician’s immediate preceding
call schedule whenever possible. PARA shall provide written confirmation
of such approval to the appropriate Associate Dean in advance.

14.07 All duty schedules shall be provided to PARA and the affected Resident
Physicians on a regular basis and available at least one (1) week prior to its
effective date. Nothing in this sub clause precludes changes to the posted schedule
due to unforeseen circumstances, but these changes shall be communicated to
PARA by the end of that scheduling period.

14.08 In the event PARA believes the limits of Articles 14.02, 14.04, 14.05, or 14.06 are
not being adhered to, PARA may refer the issue through the relevant Associate
Dean to PGME Council. Failing resolution, PARA may refer the issue to an
Adjudication Board constituted pursuant to Article 27.

14.09 Call Stipends and Emergency Medicine Shift Stipends

Resident Physicians shall receive on-call remuneration for each in-house and
home call assigned per Article 14.03 as follows:

(a) **In-house Call:** Resident Physicians shall receive remuneration for each
in-house call assigned and worked. For clarity, in-house call stipends shall
be paid for any form of in-house call coverage lasting twelve (12) hours or
more, of which one (1) full hour is after midnight and before 0600
hours. Remuneration for in-house call shall be as follows:

(i) **Weekday In-house Call:** Effective July 1, 2010, a Resident
Physician shall receive remuneration at a rate of $114.11 for every
weekday in-house call assigned and worked. For the purpose of
remuneration, the weekday in-house call rate shall apply to in-
house call shifts that commence on weekdays (Monday through
Friday).

- Effective July 1, 2011, the rate for weekday in-house
call stipends shall be $115.25.
- Effective July 1, 2012, the rate for weekday in-house
call stipends shall be $117.56.
(ii) **Weekend/Named Holiday In-house Call:** Effective July 1, 2010 a Resident Physician shall receive remuneration at a rate of $172.80 for every in-house call worked on a weekend or Named Holiday as defined in Article 13.01(a). For clarity, the in-house call rate for weekends and Named Holidays shall apply to on-call shifts that commence after 0500 hours on Saturday, Sunday and Named Holidays.

- Effective July 1, 2011, the rate of in-house call stipends for call performed on weekends and Named Holidays shall be $174.53.
- Effective July 1, 2012, the rate of in-house call stipends for call performed on weekends and Named Holidays shall be $178.02.

(b) **Home Call and Emergency Medicine Shifts:** Resident Physicians shall receive remuneration for each home call assigned and worked. Remuneration for home call shifts shall also apply to shifts worked in emergency medicine where one (1) full hour worked on the shift occurs between midnight and 0600. Remuneration for home call shifts shall be as follows:

(i) **Weekday Home Call:** Effective July 1, 2010, a Resident Physician shall receive remuneration at a rate of $57.06 for every weekday home call assigned and worked, and emergency medicine shifts where one (1) full hour worked on the shift occurs between midnight and 0600 hours. For the purpose of remuneration, the weekday home call rate shall apply to home call shifts that commence on weekdays (Monday through Friday).

- Effective July 1, 2011, the rate for home call stipends shall increase to $57.63.
- Effective July 1, 2012, the rate for home call stipends shall increase to $58.78.

(ii) **Weekend/Named Holiday Home Call:** Effective July 1, 2010, a Resident Physician shall receive remuneration at a rate of $86.40 for every home call or emergency medicine shifts where one (1) full hour worked on the shift occurs between midnight and 0600 hours, on a weekend or Named Holiday as defined in Article 13.01(a). For clarity, weekend and Named Holiday rates shall apply to home call shifts that commence after 0500 hours and exceed seven (7) hours on Saturday, Sunday or a Named Holiday.

- Effective July 1, 2011, the rate of home call stipends for call performed on weekends and Named Holidays shall be $87.26.
Effective July 1, 2012, the rate of home call stipends for call performed on weekends and Named Holidays shall be $89.01.

(c) A Resident Physician who is scheduled on home call but who is required to work more than four (4) hours in hospital during the call period, of which more than one (1) full hour is past midnight and before 0600 hours, shall be remunerated at the rate for in-house call. The rate of compensation will account for pay differentials for weekends and Named Holidays (Articles 14.09(a)(ii) and 14.09(b)(ii)). The Authority shall have the right to implement reasonable rules to verify that Resident Physicians are entitled to be paid the in-house call rate for that call period.

(d) Remuneration for call shall be paid no less frequently than on a quarterly basis, payable in the second pay period following the end of the quarter. Entitlement to the call stipend may be determined from examination by the Authority of the call schedules, or by such other measures as the Authority reasonably requires of the Resident Physician.

(e) PARA will be provided no less frequently than on a quarterly basis, with information concerning the number of home call and in-house call stipends paid to each Resident Physician, and the dates on which each call or shift was worked. This information will include the Resident Physician’s full name, service and hospital site.

(f) PARA dues will also be deducted from call stipend and emergency medicine shift stipend payments.

ARTICLE 15: UNIFORMS

15.01 Uniforms such as lab coats, scrub suits or equivalent shall be provided and laundered at no charge by the Authority for all Resident Physicians.

ARTICLE 16: FACILITIES

16.01 The Authority/Member Facility shall provide a mail slot for each Resident Physician on the Member Facility premises.

16.02 The Authority/Member Facility shall make available suitable hot and cold food letting services to the Resident Physician when on-call, throughout the time periods indicated as regular duty periods and the worked night duty periods.

16.03 The Authority/Member Facility shall provide a bulletin board for the purpose of posting PARA notices. This bulletin board will be located in a suitable and accessible location to be agreed upon by both parties.
16.04 The Authority/Member Facility shall make available electrical plug-in parking facilities available twenty-four (24) hours a day and reasonably accessible to the Member Facility for Resident Physicians on duty or emergency call-back. Where two (2) or more security personnel of the Member Facility are on duty, they shall be reasonably available to escort any Resident Physician concerned for his/her safety to and from the parking site. A universal sticker or pass recognized by all Member Facilities shall be provided for Resident Physicians provided that the Resident Physicians apply and pay for the sticker through the Authority that is responsible to pay the salary of the Resident Physician.

16.05 The Authority/Member Facility shall provide adequate coat change room facilities with locker space available for each Resident Physician.

16.06 PARA shall be represented on the Authority’s/Member Facility’s Occupational Health and Safety Committee or such equivalent committee by one representative appointed by PARA.

16.07 In order to facilitate continuity of care, each Resident Physician shall be supplied his/her own pocket pager by the Authority/Member Facility for the term of the residency. There shall be no cost to the Resident Physician for the use or reasonable maintenance of the pocket pager, including batteries as supplied by the Authority, for the term of the residency.

16.08 Should a Resident Physician have significant professional or educational concerns in respect of providing routine IV, ECG, Phlebotomy, and Respiratory Support Services on a regular and continuous basis, the Resident Physician shall be entitled to appeal to the Associate Dean about such concerns for final decision. In this regard, the Resident Physician should provide in writing to the Associate Dean a comprehensive statement of the concerns.

16.09 The Resident Physician shall be provided, free of charge, full vaccination services for hepatitis, rubella and influenza; and rubella serology and mantoux testing for tuberculosis. Where a Resident Physician requires varicella immunization and/or titre as a result of or related to the Resident Physician’s duties, it will also be provided at no cost.

16.10 The Entities and PARA are committed to the provision of a safe and secure work environment for Resident Physicians.

**ARTICLE 17: REFERENCE LIBRARIES**

17.01 The Authority/Member Facility shall make available access to adequate current medical informatics.

17.02 These facilities shall have twenty-four (24) hour availability.

**ARTICLE 18: ON-CALL FACILITIES**

For Letter of Understanding Re: Article 18, see page 36.
18.01 The Authority shall provide on-call and lounge facilities for Resident Physicians, and the Authority and PARA endeavour/agree to work towards achieving and maintaining ideal on-call/lounge facilities through regular consultation and discussion between the parties. In addition, the Authority will consult with representatives of PARA during the planning stages of major renovations, construction of new buildings, or conversion of existing on-call facilities.

18.02 (a) The ideal on-call facility should include:

- conventional bed (not a hide-a-bed or hospital bed);
- desk with reading lamp and chair;
- private phone;
- reasonable closet facilities;
- a locking door;
- daily housekeeping services;
- adjoining bathroom with sink, toilet and bath or a reasonably sized shower, provided in a ratio of not more than two (2) on-call rooms per bathroom; and
- an on-call room that is not shared with any other Resident Physician on-call at the same time and is not used as an office facility during the day.

(b) The ideal lounge should include:

- television;
- refrigerator;
- microwave;
- toaster; and
- hospital terminal and printer;
- all in good working order and replaced as necessary

18.03 (a) When the Authority deems an area of operation to be of a critical nature, it shall provide to the Resident Physician who has responsibility for covering such area, an on-call facility in the same building as that critical area.

(b) It is desirable that all other on-call facilities be situated in the same building or in an adjoining but physically connected building as the area of responsibility of the covering Resident Physician.

(c) When an on-call facility or lounge is found to be deficient in one of the areas listed in Articles 18.03(a) and 18.03(b) and the Authority is notified in writing, the Authority shall have six (6) weeks to acknowledge receipt and arrange a meeting in accordance with Article 18.01.

18.04 Where Resident Physicians scheduled for home call are consistently staying in the hospital for long periods overnight, the Authority shall endeavour to provide on-call facilities for these Resident Physicians.
ARTICLE 19: TRANSPORTATION INSURANCE

19.01 The Authority agrees to provide transportation insurance coverage for Resident Physicians, consisting of life insurance and disability insurance as presently carried under the Travel Accident Insurance (transportation of the ill and injured) policy in force.

19.02 The Authority shall provide annually to PARA adequate details of the Resident Physician Travel Accident Insurance Coverage.

ARTICLE 20: LIABILITY INSURANCE

20.01 (a) Membership in the Canadian Medical Protective Association (CMPA) shall be a requirement for each Resident Physician.

(b) No reimbursement shall be provided by the Authority for the cost of CMPA dues.

(c) The Authority agrees to provide liability insurance coverage for Resident Physicians at the same or greater level of coverage as is in force at January 1, 1982.

ARTICLE 21: HEALTH BENEFITS

21.01 The Authority shall pay seventy-five (75) percent of the monthly premium for the Alberta Health Care Insurance Plan for Resident Physicians and their dependents, excluding sponsored premiums.

21.02 The Authority shall pay seventy-five (75) percent of the monthly premium of the Regional Alberta Blue Cross standard supplementary health benefits plan or equivalent for Resident Physicians and their dependents, excluding sponsored premiums.

21.03 The Authority shall provide a dental plan equivalent to the Regional Alberta Blue Cross Standard Dental Plan to each participating Resident Physician and their dependants and the Authority shall pay seventy-five (75) percent of the monthly premiums of such a plan. The dental plan shall consist of eighty (80) percent basic coverage, fifty (50) percent major coverage, and fifty (50) percent orthodontic coverage, and shall be available to each Resident Physician and their dependants.

21.04 The Authority shall pay to PARA zero point eight of a percent (0.8%) of the payroll applicable to Resident Physicians under this Agreement on a monthly basis, or such other similar basis consistent with the payroll system of the Authority. PARA shall apply such payment toward the purchase and administration of a Long Term Disability Plan for its members.

21.05 Flexible Spending Account

(a) The Authority shall provide a Flexible Spending Account (FSA) effective July 1, 2011 of $1,000 per year for each Resident Physician.
(b) The Flexible Spending Account may be used for the following purposes:

(i) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Articles 21.02 and 21.03.

(ii) Resident Physician contribution to a Registered Retirement Savings Plan.

(iii) Reimbursement for the cost of professional dues, professional registration fees, and voluntary association fees related to the medical profession.

(iv) Family care including child care and elder care.

(v) Reimbursement for expenses associated with professional development including course registration fees other than those covered in Article 10.06, travel costs associated with course attendance, professional journals, books, publications, and software.

(vi) Wellness expenses including, but not limited to, expenditures such as fitness memberships and fitness equipment.

(c) Upon completion of a Resident Physician’s contract year, any unused allocation in a Resident Physician’s Flexible Spending Account may be carried forward for one (1) contract year, providing the Resident Physician remains a PARA member during this time.

(d) Reimbursement for eligible Flexible Spending Account expenses will be provided by the Authority upon submission of original receipts.

21.06 The Authority shall cover one hundred percent (100%) of the cost incurred with providing benefit to Resident Physicians who are in need of assessment and/or treatment and require assistance on compassionate grounds, thus ensuring that a Resident Physician is safe to practice. Administration shall be through the Alberta Medical Association in conjunction with the Compassionate Expense Program.

21.07 The above coverage noted in Articles 21.01, 21.02, 21.03, and 21.05 shall not be interrupted when a Resident Physician changes Faculties in the Province of Alberta.
ARTICLE 22: CHIEF OR ADMINISTRATIVE RESIDENT PHYSICIANS

22.01 A Resident Physician designated as a Chief or Administrative Resident Physician by the appropriate Program Director to perform significant administrative functions shall earn a supplement for such designation at the rate of $200 for each approved and filled residency position in the program on September 1 of that year, to a maximum annual amount of $4,000 for each program. This amount shall be paid in two (2) instalments, beginning no later than October 1 and ending no later than April 1.

22.02 Where the Resident Physician is a Chief or Administrative Resident Physician for only part of the year or when two (2) or more Resident Physicians act as Co-Chiefs or Co-Administrative Resident Physicians, the amount of the supplement to be paid shall be pro-rated according to the time spent in that category.

22.03 By definition, the significant administrative functions may include and are illustrated by, but are not limited to, the following: the preparation of all schedules and on-call rotations, organizing and scheduling of department rounds, liaising between house staff and senior staff and acting as a resource person for Resident Physicians for the purpose of teaching, supervision, peer review, appointments to appropriate committees and attendance at meetings as required to discuss residency training programs.

ARTICLE 23: REMUNERATION

23.01 There shall be eight (8) levels of remuneration for Resident Physicians as outlined below:

**Pay Level I** - Includes all Resident Physicians in their first year of a residency training program.

**Pay Level II** - Includes all second year Resident Physicians having completed one (1) year of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading to certification in that program, and all second year family medicine Resident Physicians in College of Family Physicians of Canada programs.

**Pay Level III** - Includes all third year Resident Physicians having completed two (2) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program, and all third year family medicine Resident Physicians in College of Family Physicians of Canada programs.

**Pay Level IV** - Includes all fourth year Resident Physicians having completed three (3) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.
Pay Level V - Includes all fifth year Resident Physicians having completed four (4) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level VI - Includes all sixth year Resident Physicians having completed five (5) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level VII - Includes all seventh year Resident Physicians having completed six (6) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

Pay Level VIII - Includes all eighth year Resident Physicians having completed seven (7) years of accredited training as defined by the Royal College of Physicians and Surgeons of Canada, as leading towards certification in that program.

A Resident Physician who transfers into another program shall not have his/her Pay Level reduced. Advances through to Pay Levels in the new program shall be according to the number of completed years approved by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada for the program to which he/she is transferring.

23.02

Part-time Resident Physicians

Special arrangements may be made on a case-by-case basis for those Resident Physicians who have a need to complete a residency-training program on a part-time basis.

Requirements shall include approval from the Resident Physician, PARA, and the Associate Dean, and a subsequent Letter of Understanding signed by each party.

Principles for the terms of this arrangement shall include:

- Pay Level based on the number of years of accredited training completed in that program, as defined by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada, as leading towards certification in that program.

- Compliance with the regulations of the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada, as appropriate.

- Actual pay as a pro-rated amount of this Pay Level, based on the fractional time commitment of the Resident Physician compared to "full-time" in that program.

- Provision of full benefits.
23.04 **Clinical Investigator Program (CIP)**

(a) Resident Physicians participating in the CIP shall be remunerated during each year of the program, and shall receive full benefits.

(b) The Pay Level for Resident Physicians during the CIP, and upon return to their regular residency program, will account for the total number of years of accredited training completed in both their regular residency program and the CIP. For example, a Resident Physician who completes three (3) years of a regular five (5) year residency program before entering the CIP would be paid at Pay Level IV during the first year of the CIP and Pay Level V in the second year. Upon returning to the regular residency program, they would be paid at Pay Level VI during their first year back (4th year of the regular program) and at Pay Level VII for their final year.

23.05 (a) **Pay Levels**

The annual rates of pay shall be:

**Effective July 1, 2010:**

- Pay Level I $53,250
- Pay Level II $59,045
- Pay Level III $63,669
- Pay Level IV $68,298
- Pay Level V $74,087
- Pay Level VI $78,716
- Pay Level VII $85,123
- Pay Level VIII $92,055

**Effective July 1, 2011**

- Pay Level I $53,782
- Pay Level II $59,635
- Pay Level III $64,306
- Pay Level IV $68,981
- Pay Level V $74,819
- Pay Level VI $79,503
- Pay Level VII $85,974
- Pay Level VIII $92,976
Effective July 1, 2012

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<tr>
<td>VI</td>
<td>$81,093</td>
</tr>
<tr>
<td>VII</td>
<td>$87,694</td>
</tr>
<tr>
<td>VIII</td>
<td>$94,835</td>
</tr>
</tbody>
</table>

(b) Practice Stipend

In addition to these Pay Levels, all Resident Physicians shall receive an annual Practice Stipend to be paid on September 1 of each year, in the amount of $2,000.

ARTICLE 24: INTERRUPTION OF DUTIES

24.01 This Article will survive the term of this Agreement and continue in effect during the course of any renegotiations for a new Agreement, as long as the right to binding arbitration exists.

24.02 PARA and its members accept the professional responsibility to maintain the full terms of their engagement as Resident Physicians at the Member Facility and agree not to disrupt the proper operation of the Member Facility in any way whether by refusal to perform their regular duties, walkout, work to rule or other activities in concert designed to restrict the provision of services to the Member Facility.

24.03 Subject to Article 8, the Authority accepts the responsibility to use reasonable efforts to maintain the terms of engagement of Resident Physicians and agrees not to discontinue, or threaten to discontinue, or otherwise interrupt its responsibilities under this Agreement for the purpose of compelling PARA or its members to accept terms and conditions not covered under this Agreement.

24.04 In case of breach or threatened violation of this Agreement, either PARA or the Authority may apply to the Court to restrain the conduct complained of, and PARA, its members and the Authority all agree to be bound by any court order granted.

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1 Two percent (2%) or the percentage increase in Cost of Living, whichever is greater. Cost of Living will be calculated as the annual percentage increase for 2011 in the Alberta All-Items Consumer Price Index as determined by Statistics Canada.
ARTICLE 25: JOINT CONSULTATION COMMITTEE

25.01 There shall be a Joint Consultation Committee consisting of representatives from PARA and the Entities, the objective of which shall be to serve as a forum for the exchange of information, to develop and maintain a spirit of co-operation and mutual respect between the parties, and to review any general matters of mutual concern between the parties. Such discussions shall not include grievances and changes to the Agreement. The Committee shall establish its own terms of reference.

ARTICLE 26: GRIEVANCE PROCEDURE

26.01 If a difference arises between the Authority and a Resident Physician regarding the interpretation, application or alleged violation of this Agreement, the grieving party (the Authority, the Resident Physician, or PARA) shall reduce the difference to writing specifying the nature of the difference, the Article(s) of this Agreement claimed to have been violated and the redress sought to a subcommittee of PARA.

26.02 If this subcommittee does not agree with the grieving party, the defined difference shall not be pursued further.

26.03 If this subcommittee does agree with the grieving party, the grieving party shall follow the procedure herein defined:

(a) **Step 1**

Within twenty-eight (28) calendar days of the occurrence of the act causing the difference or when the grieving party should have become reasonably aware of the act giving rise to the difference, the grieving party shall first seek to settle the difference through discussion with the Authority’s Executive Vice President & Chief Medical Officer (CMO) or designate. The decision shall be made known to the grieving party within seven (7) calendar days of the discussion. If the difference is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) **Step 2**

Within seven (7) calendar days of receiving the decision of the CMO or designate, the grievance shall be submitted by PARA, in writing, to the Authority’s President & Chief Executive Officer (CEO) or designate, defining the nature of the grievance, the Article(s) claimed to have been violated and the redress sought. The decision of the CEO shall be communicated, in writing, to PARA and the grieving party within fourteen (14) calendar days of the submission.

(c) **Step 3**

If the decision of the CEO is not acceptable to the grieving party, PARA shall advise the CEO and the grieving party of its position on the grievance, which shall be either:
(i) That PARA supports the grievance and submits it to adjudication.

(ii) That PARA does not support the grievance and that it will not consent to its being submitted to adjudication.

(iii) That PARA consents to the matter going to adjudication, but that the liability for the costs of the adjudication shall be borne by the individual Resident Physician and not by PARA or the Authority.

26.04 **Default**

(a) Should the Resident Physician or PARA fail to comply with any time limits in the grievance procedure, the grievance shall be deemed to have been abandoned unless the parties have mutually agreed, in writing, to extend the time limits.

(b) Should the Authority fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

26.05 Except in cases of suspension or dismissal, during any and all proceedings outlined in this Article, the Resident Physician shall continue to perform their duties faithfully.

**ARTICLE 27: ADJUDICATION**

27.01 The Notice of Submission to adjudication shall define the nature of the grievance, the Article(s) of this Agreement claimed to be violated, the redress sought and the name of its nominee to the Adjudication Board, or its desire to submit the grievance to a single Adjudicator, suggesting one (1) or more names of persons it is willing to accept as Adjudicator.

27.02 If the parties are unable to agree to the appointment of a single Adjudicator within seven (7) calendar days of the notice defined in Article 27.01, either party may serve the other with a notice indicating that it wishes an Adjudication Board to be established and stating the name of its appointee to the Adjudication Board.

27.03 Within fourteen (14) calendar days after receipt of the notice requesting the establishment of an Adjudication Board, the other party shall name its nominee to the Adjudication Board.

27.04 Within a further seven (7) calendar days, the two (2) nominees shall endeavour to agree upon a mutually acceptable chairperson of the Adjudication Board.

27.05 If the recipient of the initial Notice of Submission to adjudication fails to appoint its nominee within the time specified in Article 27.03 hereof, or if the two (2) nominees fail to agree upon a chairperson within the time specified in Article 27.04 hereof, then in either case, the appointment shall be made by a Justice of the Court of Queen's Bench of Alberta, upon the request of either party with prior written notice to the other party.
27.06 The single Adjudicator or the Adjudication Board shall hear and determine the grievance and shall issue an award, in writing, and the award is final and binding upon the parties and upon any individual affected by it. The decision of a majority is the award of the Adjudication Board, but if there is no majority, the decision of the chairperson governs and shall be deemed to be the award of the Adjudication Board.

27.07 Each party shall bear the expense of its respective nominee to the Adjudication Board and the two (2) parties shall share equally the expenses of the chairperson. In the event a single Adjudicator is appointed, the two (2) parties shall share equally his/her expenses.

27.08 No person shall be appointed as a member of an Adjudication Board if that person has been involved in an attempt to settle the difference.

27.09 Except as permitted by Article 27.10, the single Adjudicator or Adjudication Board by its award shall not alter, amend or change any terms or conditions of the Agreement.

27.10 If a single Adjudicator or an Adjudication Board by its award determines that a Resident Physician has been discharged or otherwise disciplined by the Authority for cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the adjudication, the single Adjudicator or the Adjudication Board may substitute such other penalty for the discharge or discipline as it deems just and reasonable in all the circumstances, including, but not limited to, reinstatement.

27.11 Where it appears to an Adjudicator or Adjudication Board that a Resident Physician has been discharged or disciplined for an academic reason rather than a non-academic reason, he/she/it shall deny the grievance.

27.12 Any of the time limits herein contained in the grievance or adjudication proceedings may be extended if mutually agreed to in writing by the parties.

27.13 A submission to adjudication under this Article shall be a submission to arbitration within the meaning of the Arbitration Act.

ARTICLE 28: ARBITRATION

28.01 A party desiring arbitration shall serve written notice to the other party requesting arbitration of those non-academic items in dispute and shall name its nominee to the Arbitration Board. The non-academic items in dispute shall be specified in the notice.

28.02 Within fourteen (14) calendar days after receipt of such notice to arbitrate, the other party shall name its nominee to the Arbitration Board.

28.03 Within a further seven (7) calendar days, the two (2) nominees shall endeavour to agree upon a mutually acceptable chairperson of the Arbitration Board.
28.04 If the recipient of the initial notice to arbitrate fails to appoint its nominee within the time specified in Article 28.02 hereof, or if the two (2) nominees fail to agree upon a chairperson within the time specified in Article 28.03 hereof, then, in either case, the appointment shall be made by a Justice of the Court of Queen's Bench of Alberta, upon the request of either party with prior written notice to the other party.

28.05 As soon as possible after the Arbitration Board is constituted, it shall proceed to make full inquiry and shall endeavour to bring about agreement between the parties in relation to the non-academic items in dispute referred to it.

28.06 The Arbitration Board shall have the power to determine its own procedures and shall give full opportunity to the parties to present evidence and be heard.

28.07 In the event the Arbitration Board is unable to assist the parties to conclude an Agreement within fourteen (14) days of the Arbitration Board being established or such longer period as the chairperson of the Arbitration Board directs, then after making full enquiry and without undue delay, the Arbitration Board shall, in respect of the items in dispute, make its award in writing and such award is final and binding upon the parties and upon any Resident Physician affected by it. The decision of the majority of the arbitrators is the award of the Arbitration Board, but if there is no majority, the decision of the chairperson governs and it shall be deemed to be the award of the Arbitration Board. The parties request the Board to hand down its award within three (3) weeks of concluding its hearings.

28.08 Upon receipt of the award of the Arbitration Board, the parties shall forthwith prepare a new Agreement giving effect to those matters settled by the parties prior to proceeding to arbitration or at the arbitration hearings together with the award of the Arbitration Board.

28.09 If the Authority or PARA neglects or refuses to participate in the preparation of an Agreement in accordance with Article 28.08, the other party may prepare the Agreement and shall submit the Agreement to the Arbitration Board.

28.10 Where the Arbitration Board receives an Agreement and is satisfied that it gives effect to its award and that there are no other non-academic items remaining in dispute, the Arbitration Board shall certify the Agreement as accurate.

28.11 In the case of any dispute as to wording in any Article to give effect to the award, the Arbitration Board shall resolve the wording, which shall be final and binding on the parties.

28.12 Upon the Agreement being certified by the Arbitration Board, the parties shall sign the Agreement.

28.13 If, at the expiration of the ten (10) calendar days after the date upon which the Agreement has been completed or the Arbitration Board has certified the Agreement, any party fails to sign it, the Agreement nonetheless becomes binding upon the parties as if they had both signed the Agreement and is effective on the date of settlement as specified in the arbitration award.
28.14 Each party shall bear the expense of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the chairperson.

28.15 Notwithstanding the time limits referred to herein, any of them may be extended at any time upon mutual written agreement of the parties.

28.16 No person shall be appointed as a chairperson of an Arbitration Board if he/she has been involved in an attempt to negotiate or settle the dispute.

28.17 Subject to Articles 28.18 and 28.19, the Arbitration Board shall have jurisdiction to determine:

(a) The terms and conditions of all non-academic matters in dispute, and

(b) Whether a matter in dispute is a non-academic matter, which can be separated from the academic program without in any way adversely affecting that program so as to accord with the parties’ intent as, expressed in Article 28.19.

28.18 In the event the Arbitration Board is required to determine whether a matter in dispute is a non-academic matter, the Faculties of Medicine shall be invited by the Arbitration Board to make representations with respect to such matters at its hearings prior to any decision by the Arbitration Board, and for this purpose, shall receive notice of proceedings and of any written submissions made by the parties.

28.19 The Arbitration Board shall respect and consider in its deliberations, the intent of all parties that Resident Physicians be able to meet the requirements of their academic programs as specified by the appropriate licensing and examining bodies.
IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper Officers in that behalf:

ON BEHALF OF THE EDUCATING AND EMPLOYING ENTITIES

Chris Eagle
President and Chief Executive Officer
Alberta Health Services

Dr. Verna Yiu
Interim Dean, FoMD
University of Alberta

Dr. Carl Amrhein
Provost and Vice President (Academic)
University of Alberta

Tom Feasby, MD
Dean, Faculty of Medicine
University of Calgary

DATE: Nov. 11

ON BEHALF OF THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

Dr. David Ward
President

Dr. Rhett Taylor
Past President

Sarah Thomas
Executive Director

DATE: October 11, 2016

Dr. Dru Marshall
Provost and Vice President (Academic)
University of Calgary
LETTER OF UNDERSTANDING #1

BETWEEN

THE EDUCATING AND EMPLOYING ENTITIES

-and-

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

RE: ARTICLE 10.05: REMOTE TRAINING

The intent of the Article is to minimize the extra costs the Resident Physician incurs completing mandatory remote training (not otherwise reimbursed through other agencies). It is not to replace the Resident Physician’s regular living costs, i.e. food.

The following expenses are deemed to be reasonable expenses within the meaning of Article 10.05(b):

- Accommodations – up to $1,000 per month, or subject to prior approval for such greater amount deemed to be reasonable in the circumstances.

- Travel – one (1) round trip for every four (4) weeks to a maximum of $1,000 per trip, or subject to prior approval for such greater amount deemed to be reasonable in the circumstances.

Reimbursement will be for the actual transport used. Claimants are encouraged to use the least expensive method amongst economy airfare, bus, train or mileage at the current mileage rate of the applicable Authority. Receipts including taxi chits are required for all items claimed.

Reimbursement shall occur through the submission of an Authority expense claim form. All receipts must be submitted within ninety (90) days of completion of remote training.

ON BEHALF OF THE ENTITIES

ON BEHALF OF PARA

DATE: October 5, 2011

DATE: October 5, 2011
LETTER OF UNDERSTANDING #2

BETWEEN

THE EDUCATING AND EMPLOYING ENTITIES

- and -

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

RE: ARTICLE 14.04(b): NIGHT FLOAT OR NIGHT SHIFTS

The parties agree:

1. The provisions of Article 14.04(b) may be waived in programs that schedule Night Float or Night Shifts to directly replace in-house call.

2. Annual application to schedule Night Float or Night Shifts must be at the request of the Resident Physicians with the support of the Program Director.

3. Scheduling of Night Float or Night Shifts may only occur following written approval by PARA of an annual application by the program to schedule Night Float or Night Shifts. Written approval shall be provided to the appropriate Associate Dean.

ON BEHALF OF THE ENTITIES

[Signature]

DATE: October 5, 2011

ON BEHALF OF PARA

[Signature]

DATE: October 5, 2011
LETTER OF UNDERSTANDING #3

BETWEEN

THE EDUCATING AND EMPLOYING ENTITIES

-and-

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

RE: ARTICLE 18: ON-CALL FACILITIES

1. In agreeing to work towards achieving ideal on-call facilities outlined in Articles 18.02(a) and 18.02(b) and lounge and Emergency Room work space facilities within the spirit of Article 18.01, the parties have agreed to a process of regular consultation and discussion as set out below. The parties recognize that the provision of ideal on-call, lounge and Emergency Room work space facilities will occur incrementally in the context of competing interests during the capital planning process.

2. Should either party determine that an area(s) falls below the ideal, there will be consultation between PARA representative(s) and the Authority representative(s). The discussions will focus on the concerns found.

3. The above discussions will result in written documents outlining the prioritization of needs to improve on-call/lounge facilities.

4. The above written documents will serve as “requests,” which will be submitted to the Authority Capital Planning processes for consideration with all other “capital” requests.

5. PARA representative(s) will be able to present at the Authority Capital Planning process if presentations form a normal part of the Authority Capital Planning process.

ON BEHALF OF THE ENTITIES

ON BEHALF OF PARA

DATE: October 5, 2011

DATE: October 5, 2011
LETTER OF UNDERSTANDING #4
BETWEEN
THE EDUCATING AND EMPLOYING ENTITIES
- and -
THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

RE: ARTICLE 25: JOINT CONSULTATION COMMITTEE

1. Topics for discussion by the Joint Consultation Committee (the Committee) during the life of this Agreement shall include, but are not limited to:

   (a) Application vs. the definition of Resident Physicians subject to dues deduction provisions (Article 3.01);

   (b) Scheduling expectations for Resident Physicians traveling to and from communities outside of that in which they normally perform the majority of their duties (Article 10.05);

   (c) Consistent application of Article 13.03(a);

   (d) Review of the category of on-call utilized by a residency program [Article 14.03(b)];

   (e) Application of Pandemic Policy;

   (f) Application of Article 10.03;

   (g) Any other issues or topics agreed to by the members of the Joint Consultation Committee.

2. The Committee shall meet no less frequently than quarterly. In the event the topics for discussion are addressed to the mutual satisfaction of the parties, the Committee will meet on an as needed basis.

ON BEHALF OF THE ENTITIES

ON BEHALF OF PARA

DATE: October 5, 2011

DATE: October 5, 2011
LETTER OF UNDERSTANDING #5

BETWEEN

THE EDUCATING AND EMPLOYING ENTITIES

- and -

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

RE: ACCOMMODATION IN TRAINING DUE TO MEDICAL LIMITATIONS

The Entities recognize that the training for Resident Physicians is such that an extended absence or modification due to medical limitations could present difficulties in the completion of the training program. Under certain circumstances, it may be beneficial to the Resident Physician, the Entities and Faculties to have the training modified to enable the Resident Physician to complete training.

In such cases, the Resident Physician affected, or who anticipates such need, shall review the issue with her/his Program Director. The Program Director may require the Resident Physician to provide medical confirmation of limitations giving rise to the need for a modification of training, including the elimination of on-call duty if necessary. The Program Director shall modify training consistent with the medical limitations presented.

ON BEHALF OF THE ENTITIES

[Signature]

DATE: October 5, 2011

ON BEHALF OF PARA

[Signature]

DATE: October 5, 2011
LETTER OF UNDERSTANDING #6

BETWEEN

THE EDUCATING AND EMPLOYING ENTITIES

- and -

THE PROFESSIONAL ASSOCIATION OF RESIDENT PHYSICIANS OF ALBERTA

RE: TRANSPORTATION FROM IN-HOUSE CALL

Within sixty (60) days following signing of the Agreement, the Entities will provide PARA a grant not to exceed $10,000 per year for the purposes of establishing the Transportation from In-House Call Fund, in consideration of the reimbursement of taxi fare to Resident Physicians who feel they are unsafe to drive from the Member Facility to their residence after in-house call.

This grant approval is subject to the following terms and conditions, namely:

• All grant funds must only be used for purposes directly related to transportation from in-house call to home and, if required, return.
• Funds will be disbursed on a one-time basis.
• Annual reports of the use of these funds are to be provided at the request of the Entities.
• Any grant funds remaining as of June 30, 2013 shall be returned to the Entities.
• The contribution of the Entities to this Fund is to be acknowledged in a manner satisfactory to the Council Entities, on all material for public distribution developed through this grant. The acknowledgement should read: "Funding for this project was provided by the Educating and Employing Entities."

ON BEHALF OF THE ENTITIES

[Signature]

DATE: October 5, 2011

ON BEHALF OF PARA

[Signature]

DATE: October 5, 2011