

PARO Principles for Duty Hours and the Government Emergency Act

Updated March 31st, 2020 to reflect PARO's newly developed principles for duty hours under the Act.

By now, you have no doubt heard that in March, the Ontario Government [issued a temporary order](#) enabling Hospitals to implement measures that are not consistent with collective agreements in order to address the ongoing COVID-19 pandemic. This order applies to the PARO-CAHO Collective Agreement, as well as the Agreements governing other healthcare workers.

These are extraordinary times, and we know that the Government and hospitals are facing unprecedented challenges. We know our members are already working extremely hard to help combat COVID-19 in Ontario, and have been making extraordinary contributions. While we recognize that the Ontario Government's Emergency Act provides ability to contravene the Maximum Duty Hours provisions in the PARO-CAHO Collective Agreement, we believe this ability must be exercised judiciously. Therefore, in situations where an emergent need prevents the hospital from adhering to the strict terms of the Collective Agreement, PARO asks that:

- Services not take advantage of this time, and those who are responsible for creating schedules avoid adding to residents' work schedules unless necessary;
- that workload is distributed as equitably as possible amongst all team members, including staff, residents, and other trainees;
- that schedulers consider providing rest periods for services/residents;
- that consideration of health and safety be the priority: is the individual at a level of competence such that they can work safely, at the intensity the situation requires?;
- that schedulers consider using one of the PARO-approved COVID models of scheduling (see section titled "PARO-Approved Scheduling Models" below for full descriptions) that could work for your service/program;
- should there be a need to make changes to the call schedule post-distribution, or after the two week deadline, services should provide as much notice and compassion to the affected residents as possible and, where possible, utilize the emergency clause process in the PARO-CAHO Collective Agreement ([Article 16.1c](#)):

- residents be paid call stipends if required to work in excess of the provisions of the Agreement, even if it exceeds the maximum call stipends also included in the Agreement;
- that we all remain flexible in scheduling to support residents who are experiencing difficulties during this time, including but not limited to, residents with families to care for, and residents dealing with grief, burnout, and anxiety.

If you have concerns about your health and safety, including the sustained ability to provide service as a result of any measures that are implemented, please send an email to covid19@paroteam.ca