

This Agreement made this 20 day of August, 2018 between:

MARITIME RESIDENT DOCTORS

a body corporate under the *Societies Act* of Nova Scotia

(hereinafter referred to as “Maritime Resident Doctors”)

of the one part

-and-

**NOVA SCOTIA HEALTH AUTHORITY; IZAAK WALTON KILLAM HEALTH
CENTRE FOR CHILDREN, WOMEN AND FAMILIES;
NEW BRUNSWICK REGIONAL HEALTH AUTHORITIES; and ANY OTHER
HOSPITAL/MEDICAL CENTRE/COMMUNITY CENTRE INVOLVED IN THE
DALHOUSIE UNIVERSITY POSTGRADUATE MEDICAL EDUCATION
PROGRAM**

(herein referred to collectively as the as the “Employer”)

of the second part

COLLECTIVE AGREEMENT

July 1, 2018 to June 30, 2021

TABLE OF CONTENTS

ARTICLE 1: PURPOSE OF THE AGREEMENT	1
ARTICLE 2: DEFINITIONS	1
ARTICLE 3: APPLICATION	2
ARTICLE 4: RECOGNITION	2
ARTICLE 5: ASSOCIATION SECURITY	3
ARTICLE 6: JOINT CONSULTATION COMMITTEE	3
ARTICLE 7: MANAGEMENT RIGHTS	4
ARTICLE 8: NO DISCRIMINATION	4
ARTICLE 9: CONTINUATION OF SERVICES	4
ARTICLE 10: ASSOCIATION RIGHTS AND ACTIVITIES	5
ARTICLE 11: GRIEVANCE PROCEDURE	6
ARTICLE 12: DISCIPLINE	8
ARTICLE 13: SALARY	9
ARTICLE 14: TUITION	10
ARTICLE 15: BENEFITS	10
ARTICLE 16: ALLOWANCES	11
ARTICLE 17: PERIODS OF DUTY	15
ARTICLE 18: LEAVE OF ABSENCE	18
ARTICLE 19: VACATION AND HOLIDAY	28
ARTICLE 20: FACILITIES	29
ARTICLE 21: PRINTING AND DISTRIBUTION	31
ARTICLE 22: DURATION AND RETROACTIVITY	31
ARTICLE 23: NEGOTIATION AND ARBITRATION	32

APPENDIX “A” MARITIME RESIDENT DOCTORS DUES AUTHORIZATION FORM	35
APPENDIX “B” LETTER OF AGREEMENT REGARDING ORAL AND MAXILLOFACIAL SURGERY RESIDENTS	36
APPENDIX “C” LETTER OF AGREEMENT REGARDING VARIATION IN THE TERMS AND CONDITIONS OF EMPLOYMENT	37
SCHEDULE “A” SALARY	38

MEMORANDUM OF AGREEMENT

ARTICLE 1: PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain rates of remuneration, hours of work, working conditions, benefits and the terms and conditions of the service of Residents employed by the Employer, as provided in this Agreement, and to provide appropriate procedures for the resolution of grievances and problems during the term of the Agreement.

1.02 Purely educational matters are beyond the scope of this Agreement. Nothing in this Agreement shall be deemed to modify the educational requirements of the prescribed program for Residents enrolled in the Dalhousie University Postgraduate Medical Education program or the Oral and Maxillofacial Surgery Program.

ARTICLE 2: DEFINITIONS

2.01 The Employer is the facility, the Nova Scotia Health Authority, provincial health-care centre or any other successor employer that employs Residents enrolled in the Dalhousie University Postgraduate Medical Education Program or the Oral and Maxillofacial Surgery Program and includes Nova Scotia Health Authority; Izaak Walton Killam Health Centre for Children, Women and Families; New Brunswick Regional Health Authorities; and any other hospital/medical centre/community centre involved in the Dalhousie University Postgraduate Medical Education program.

2.02 The Nova Scotia Health Authority is the agent of each Employer for the purposes of bargaining, payroll and collective agreement administration.

2.03 Dalhousie University is not an Employer for the purpose of this agreement nor is it a party to this agreement and it is not bound to the terms and conditions of this agreement. Dalhousie University is signing this agreement for the sole and exclusive purpose of confirming that it is responsible for the academic component of the Postgraduate Medical Education program in accordance with the requirements of the Royal College of Physicians and Surgeons of Canada and the Canadian College of Family Physicians.

2.04 Each Employer appoints the Director of Employee and Labour Relations at the Nova Scotia Health Authority as the administrator of this Agreement for the Employer.

2.05 Residents are postgraduate medical doctors who have been accepted for residency training by Dalhousie University and who are involved in a university-operated educational program.

2.06 For greater clarity, the terms “Resident” and “Residents” in this Collective Agreement include, but are not limited to, Residents funded through the Canadian Forces or a foreign government. All terms and conditions are deemed to apply except for any monetary or monetary related terms. It is understood that such terms of employment are subject to other related contracts with Dalhousie and/or with Residents. Maritime Resident Doctors will be responsible to collect dues from such Residents.

2.07 The Employer recognizes Residents’ dual status as employees of the teaching hospitals and students of Dalhousie University.

2.08 Maritime Resident Doctors is the negotiating representative with regard to remuneration, hours of work, working conditions, benefits and all other terms and conditions of employment for Residents who are enrolled in the Dalhousie University Postgraduate Medical Education program or the Oral and Maxillofacial Surgery Program, subject to article 2.06.

ARTICLE 3: APPLICATION

3.01 Each Party agrees to be bound by the terms of this Agreement. With reference to hospital-based services of Residents, the Employers accept responsibility for the service aspect of residency programs, including remuneration, hours of work, benefits and working conditions.

3.02 This Agreement applies to all Residents subject to article 2.06.

3.03 Part time Residents are eligible for all the benefits of this agreement, however, entitlement to paid benefits will be pro-rated to those available to Full Time Residents based on designation. Paid benefits include Vacation, Holiday, Sick Leave, Bereavement Leave and Educational Leave.

ARTICLE 4: RECOGNITION

4.01 (a) The Employers recognize Maritime Resident Doctors as the sole and exclusive bargaining agent for all Residents serving in the facilities of the Employers and who are covered by the terms of this Agreement.

4.01 (b) No resident shall be permitted to make a written or verbal agreement with the Employer concerning the terms and conditions of employment.

4.02 Every Resident enrolled in the Dalhousie University Postgraduate Medical Education program shall be required to sign a statement in the form attached to this Agreement as Appendix “A”.

ARTICLE 5: ASSOCIATION SECURITY

5.01 Upon receipt of the signed statement set out in Appendix "A", the Nova Scotia Health Authority agrees to deduct an amount equal to the amount of dues, fees and other assessments required to be paid by members of Maritime Resident Doctors from the bi-weekly pay of all employees covered by this Agreement and to remit them to Maritime Resident Doctors within two weeks of the deductions. Maritime Resident Doctors shall inform the Nova Scotia Health Authority in writing of the amount of the required deduction.

5.02 Maritime Resident Doctors will save the Nova Scotia Health Authority harmless from any and all claims that may be made against the Nova Scotia Health Authority for amounts deducted in accordance with the above.

ARTICLE 6: JOINT CONSULTATION COMMITTEE

6.01 The parties agree to the continuation of a Joint Consultation Committee (the Committee) to be composed of three (3) representatives of the Employer and three (3) representatives of Maritime Resident Doctors.

The Joint Consultation Committee shall be responsible for investigating complaints which have been addressed without resolution at the level of the individual teaching hospital, including, but not limited to:

- a) parking facilities;
- b) lounge, lockers, and on-call facilities when they are alleged to be substandard;
- c) hospital library facilities;
- d) suitability of accommodations provided by teaching hospitals pursuant to Article 20.02; and
- e) other matters related to working conditions which are not specifically addressed in this collective agreement.

6.02 Where such complaints are well-founded, the Committee will make representation to the teaching hospitals concerned through the Nova Scotia Health Authority, in an attempt to have such problems resolved. The Committee will be advised of the disposition of each complaint that is brought to its attention.

6.03 The Committee will meet monthly or less often as required, to discuss items of mutual concern to the parties. Such meetings may occur face-to-face, by teleconference, or other similar means

6.04 Matters which do not qualify as a grievance as defined in Article 11 shall be dealt with through the Committee.

ARTICLE 7: MANAGEMENT RIGHTS

7.01 Each Employer retains, solely and exclusively, all rights to manage its facility and direct the activities of its Residents, except to the extent that such rights have been abridged, deleted or modified by the specific Articles of this Agreement.

ARTICLE 8: NO DISCRIMINATION

8.01 The parties agree that there will be no discrimination, harassment, or intimidation exercised or practiced by any of their representatives with respect to any Resident for reason of membership in Maritime Resident Doctors or activity on behalf of Maritime Resident Doctors or by reason of an intention to exercise his or her rights under this Agreement, or the actual exercise of his or her rights under this Agreement, including the filing of a grievance or a complaint to the Joint Consultation Committee.

8.02 The parties agree that there will be no discrimination, harassment or intimidation against a Resident on the prohibited grounds set out in the *Nova Scotia Human Rights Act* at any of the facilities located in the province of Nova Scotia.

The parties agree that there will be no discrimination, harassment or intimidation against a Resident on the prohibited grounds set out in the *Prince Edward Island Human Rights Act* at any of the facilities located in the province of Prince Edward Island.

The parties agree that there will be no discrimination, harassment or intimidation against a Resident on the prohibited grounds set out in the *New Brunswick Human Rights Act* at any of the facilities located in the province of New Brunswick.

8.03 For complete clarification, any applicable family oriented benefits shall be available to families with same sex spouses. A spouse is an individual to whom you are legally married or a person with whom, though not legally married, has continuously cohabitated with you in a conjugal relationship for at least one (1) year, immediately prior to being eligible for coverage and also immediately prior to being eligible for a claim and who is publicly represented as your spouse. Only one individual will qualify as a spouse.

8.04 Allegations of discrimination under Article 8.01 or 8.02 or 8.03 are a matter for the grievance and arbitration process set out in Articles 11 and 12 of this Agreement. They may be filed at Step 2 of the Grievance Procedure and shall be treated in strict confidence by the Employer and Maritime Resident Doctors.

ARTICLE 9: CONTINUATION OF SERVICES

9.01 Each Resident agrees to continue to provide services as a Resident to a reasonable level of competency for Residents in the Maritime Provinces for the duration of this

Agreement or until their normal term as Resident as set out in the Dalhousie program expires. Each Resident as well as Maritime Resident Doctors hereby agree that they shall not withdraw service or take part in any other concerted activity (such as slowdowns, multiple resignations, work-to-rule, or other work actions affecting the operation of the teaching hospitals) for any reason whatsoever during the period that this contract remains in effect.

9.02 Nothing in this Article affects the right of an individual Resident to withdraw from the Dalhousie University Postgraduate Medical Education program provided he/she can establish that the withdrawal/resignation is genuinely founded and does not constitute a concerted action prohibited under Article 9.01.

9.03 There shall be no lockout by the Employer during the term of this Collective Agreement.

ARTICLE 10: ASSOCIATION RIGHTS AND ACTIVITIES

10.01 Maritime Resident Doctors will notify the Director of Employee and Labour Relations at the Nova Scotia Health Authority in writing of the names of Maritime Resident Doctors' officers and representatives for the purpose of the administration of this Agreement.

10.02 The Employer shall continue its practice of allowing Maritime Resident Doctors to have access to hospital services such as, but not limited to, catering and videoconferencing, subject to availability, and charging Maritime Resident Doctors for those services.

10.03 (a) Representatives of Maritime Resident Doctors shall be entitled to carry out their functions under this Agreement including the investigation and processing of grievances, attendance at meetings with management, participating in negotiations, conciliation and arbitration. Representatives of Maritime Resident Doctors shall not suffer a loss of pay, vacation or other benefits for time spent in negotiations, in the investigating and processing of grievances, or attendance at meetings with management, conciliation or arbitrations.

10.03 (b) Representatives of Maritime Resident Doctors shall be entitled to participate on boards, committees and liaison positions for organisations/associations that have an impact on Resident education, well-being, advocacy, and clinical duties. These organisations include, but are not limited to, Maritime Resident Doctors, Resident Doctors of Canada (RDoC), RCPSC, CFPC, Provincial Colleges of Physicians and Surgeons, CaRMS, AFMC, MCC, Provincial Medical Societies, and Dalhousie University. Entitlement to participation will be subject to the ability of the representative to meet pedagogical requirements, as determined by the Resident's Program Director, but permission will not be unreasonably withheld. Representatives of Maritime Resident

Doctors shall not suffer a loss of pay, vacation or other benefits for time spent in these activities.

10.04 Where facilities permit, the Employer will, upon request by Maritime Resident Doctors, provide adequate and visible bulletin board space for the posting of notices and space at each site where Residents are employed for the placement of literature respecting the election of Maritime Resident Doctors officials, meeting dates, news items, social and recreational affairs. Other subject matter may be posted on bulletin boards provided that the facility's applicable policies for the display of materials are followed. Either party may raise concerns pertaining to bulletin boards and the parties shall then endeavour to achieve a mutually satisfactory resolution and such matters shall not be the subject of a grievance.

ARTICLE 11: GRIEVANCE PROCEDURE

Any difference concerning the interpretation, application administration or alleged violation of the provisions of this Agreement shall be considered a grievance and shall be subject to the Grievance and Arbitration Procedures hereunder.

11.01 INFORMAL DISPUTE RESOLUTION PROCEDURE

11.01 (a) Any Resident(s) who feels that they have been treated unjustly or otherwise aggrieved by any action or lack of action of an Employer in relation to an employment matter, may discuss the matter with a Maritime Resident Doctors representative. In such case, the Maritime Resident Doctors representative may approach the Associate Dean of Post-Graduate Medical Education and attempt to resolve the matter. At this stage the Maritime Resident Doctors representative will not be required to disclose the name of the aggrieved resident. If no resolution is achieved through this process, or if the Resident chooses not to use this process, the Resident shall discuss the matter with their immediate supervisor, the Program Director of the Resident's own Program, or the Associate Dean of Post-Graduate Medical Education, or any of them, no later than fourteen (14) calendar days after the date on which they became aware of the action or circumstance.

11.01 (b) The aforementioned supervisors shall answer the dispute within ten (10) calendar days of the discussions unless Maritime Resident Doctors agrees to extend this time limit.

11.02 GRIEVANCE PROCEDURE

11.02 (a) STEP 1: When the Resident is not satisfied with the response of the supervisor under the Informal Dispute Resolution Procedure and the matter in dispute is a grievance as defined above, the Resident concerned or a representative of Maritime Resident Doctors acting on his/her behalf may submit the grievance in writing to the Clinical

Department Head of the Department at the site where the Resident is employed within fourteen (14) calendar days of the supervisor's response or within fourteen (14) days after the date on which they became aware of the action or circumstance giving rise to the grievance if not presented under Article 11.01. A copy of the grievance shall also be provided to the Human Resources Director or Manager at the site and to a representative of Maritime Resident Doctors, if the Resident submitted the grievance without the involvement of a Maritime Resident Doctors representative. The grievance shall clearly specify the section of the Agreement violated and the redress sought. The Department Head shall reply within seven (7) calendar days after the grievance was received.

11.02 (b) STEP 2: Failing satisfactory settlement at Step 1, within seven (7) calendar days of the receipt of the Department Head, the Maritime Resident Doctors grievance representative or the Resident may submit the grievance to the Chief Executive Officer or delegated official of the Employer at the site of the Employer where the Resident is employed. A copy of the grievance shall be forwarded by Maritime Resident Doctors to the Director of Employee and Labour Relations at the Nova Scotia Health Authority. The CEO or delegate shall render a decision within seven (7) calendar days after receipt of the grievance in Step 2. A copy of the decision shall be sent to the CEO of Maritime Resident Doctors.

11.02 (c) STEP 3: Failing satisfactory settlement at Step 2, Maritime Resident Doctors may refer the grievance to arbitration, providing it does so within fourteen (14) calendar days of receipt of the CEO's response in Step 2.

11.03 Maritime Resident Doctors may file a grievance dealing with a question of general application or interpretation of this Agreement directly at step 2 of the above procedure providing it is done within fourteen (14) calendar days of the date Maritime Resident Doctors became aware of the facts giving rise to the grievance.

11.04 (a) The Employer may submit a grievance in writing to the CEO of Maritime Resident Doctors. Each grievance must be submitted within fourteen (14) calendar days of the date when the Employer became aware that the grievance arose and shall clearly specify the section of the Agreement violated and the redress sought. The CEO of Maritime Resident Doctors shall reply in writing within seven (7) calendar days after the grievance was received from the Employer.

11.04 (b) If the Employer is not satisfied with the reply of the CEO of Maritime Resident Doctors, the Employer may refer the grievance to arbitration, providing it does so within fourteen (14) calendar days of receipt of the reply.

11.05 The time limits referred to in Articles 11.01, 11.02, 11.03 and 11.04 are mandatory and shall be strictly adhered to unless extended in writing by mutual agreement of the parties.

11.06 Where a grievance is to be referred to arbitration by either Maritime Resident Doctors or the Employer, the following provisions shall apply:

11.07 (a) Within fourteen (14) calendar days after receipt of the CEO's response, the response of the delegate of the CEO, or the response of the CEO of Maritime Resident Doctors, the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration by a single arbitrator and suggesting the name of an arbitrator. The notice of Maritime Resident Doctors shall be given to the Director of Employee and Labour Relations at the Nova Scotia Health Authority;

11.07 (b) Within fourteen (14) calendar days after receipt of such notice, the other party shall respond by indicating its acceptance or rejection of the arbitrator, and if it is rejected, its suggestion for an arbitrator;

11.07 (c) If the parties cannot agree on a single arbitrator within thirty (30) days of the notice provided for in 11.04 (a) either party can request that the Minister of Labour appoint an arbitrator to hear and decide the grievance.

11.08 The arbitrator is to be governed by the following provisions:

11.08 (a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon Maritime Resident Doctors, the Nova Scotia Health Authority, and upon any Resident or Employer affected by it;

11.08 (b) Each of the parties shall pay one-half of the remuneration and expenses of the arbitrator.

11.08 (c) The arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;

11.08 (d) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement;

11.08 (e) Representatives of Maritime Resident Doctors, the grievor and the witnesses at arbitration held pursuant to this Agreement shall be granted leave of absence without loss of salary or any other benefit to attend arbitration.

ARTICLE 12: DISCIPLINE

12.01 No Resident shall be disciplined, suspended or dismissed from clinical responsibilities by an Employer without just cause. The burden of proving just cause rests with the Employer.

12.02 Where a Resident is suspended, or dismissed, the Employer shall within ten (10) days of the suspension or dismissal, notify the Resident and Maritime Resident Doctors in writing by Registered Mail or personal service, of the reason for the suspension or dismissal. In subsequent grievance procedures, including arbitration, the Employer shall

be limited to such written reasons provided that this clause shall not restrict the reliance upon the previous record of the Resident by the Employer .

12.03 Any Resident who feels aggrieved by the actions of a teaching hospital under this Article shall have the right to file a grievance in accordance with Article 11.01. An arbitrator or arbitration board established to deal with this grievance has the power to substitute any other penalty or discipline that to the arbitrator or arbitration board seems just and reasonable in the circumstances.

12.04 Nothing in this Article shall affect the right of the Dalhousie University Faculty of Medicine to release, or otherwise deal with, a Resident on academic grounds. If a resident is terminated for non-academic grounds, he or she shall be notified in accordance with Article 12.02.

ARTICLE 13: SALARY

13.01 (a) Residents shall be paid salary in accordance with Schedule A attached hereto and forming part of this Agreement.

13.01 (b) In addition to these Pay Levels, all residents shall receive an annual Practice Stipend to be paid on October 1 of each year, in the following amounts:

(i) PGY2 –The employer will cover the cost of ~~initial~~–writing the Licentiate Medical Council of Canada (LMCC) Qualifying Examination Part II, or the College of Family Physicians of Canada (CFPC) Certification Examination as applicable, payable in the PGY year written upon provision of original receipts of payment for the exam;

(ii) PGY3 to PGY8 – \$500.

13.01 (c) The Annual Practice Stipend of a resident will be prorated where that resident works less than a full year. Total annual practise stipends received will not exceed the normal length of training years for the program(s) the resident is enrolled in.

13.02 (a) There shall be one Chief Resident recognized by the Residency Program Director for each Program.

(b) In addition, there shall be one Associate Chief resident for every Program with ten (10) or more residents rotating through the Program at any Nova Scotia Health Authority site.

(c) In addition, for every Program with four (4) or more residents rotating through the Program at any site outside the Nova Scotia Health Authority, there shall be one Associate Chief Resident at that site.

- (d) i) Effective July 1, 2012, Chief Residents of Programs with four (4) or more Residents shall be paid an annual allowance of \$3400.00 plus \$50.00 per Resident to a maximum of \$4900.00 annually.
- ii) Chief Residents of Programs with less than four (4) Residents will be paid the Associate Chief rate.

(e) Effective July 1, 2012, Each Associate Chief Resident shall be paid an annual allowance of \$2025.00.

(f) The stipends will be calculated on the basis of an annual census taken as of July 1 of each year, prorated and paid on a biweekly basis.

ARTICLE 14: TUITION

14.01 (a) In each academic year, each member of the bargaining unit will contribute an amount of \$500 towards the cost of tuition charged by Dalhousie University.

14.01 (b) Effective 01 July 2011, the cost of tuition charged by Dalhousie University shall be deemed to include only such fees for additional services or activities as were included in its Statement of Tuition Fees owing during the term of the expired Collective Agreement. Should Dalhousie University charge additional mandatory fees for additional services or activities, during the term of the renewal Collective Agreement, including but not limited to University sports facility fees, which had not been included in the Statement of Tuition Fees owing during the term of the expired Collective Agreement, the Employer shall reimburse each member of the bargaining unit for such additional mandatory fees. Optional fees for additional services or activities, such as access to University sports facilities, are the responsibility of the individual members of the bargaining unit who elect to participate in such services or activities.

14.02 The Employer and Dalhousie University agree that Residents are students for the purpose of receiving income tax credits available to students, subject to the Canada Revenue Agency Regulations.

ARTICLE 15: BENEFITS

15.01 (a) Maritime Resident Doctors will take on the administration of the Resident benefit plan, agreeing to indemnify the Employer from liability regarding the administration of the plan.

15.01 (b) The Employer will continue to deduct Resident contributions to the plan from the Employer payroll as per instructions from Maritime Resident Doctors and remit these funds to Maritime Resident Doctors by the 15th of the month following collection.

15.01 (c) The Employer will contribute 3% of salary to fund the benefit plan, and remit these funds to Maritime Resident Doctors by the 15th of the month following collection.

ARTICLE 16: ALLOWANCES

16.01 Accommodations Allowance

The Employer shall provide accommodations, including telephone hook-up, heat and power, as well as high-speed internet hook-up and cable television where local service provider is available, at no charge for Residents on mandatory rotations outside their home base under the following guidelines (for purposes of this Agreement, the "home base" is considered the location of the home program of the Resident):

16.01 (a) (i) The Employer shall provide Residents with private accommodations based on availability of space as determined by the sponsor. Such private accommodations will be at no extra cost to the Resident. Priority for private accommodations shall be given to Residents who:

- (1) are in married or common law relationships;
- (2) have a minor child or children; or
- (3) have undertaken a rotation of 2 months' duration or greater.

(ii) Effective July 1, 2009, the Employer will ensure that, upon request, every Resident is provided private accommodation for the full duration of his/her rotation.

(iii) Such private accommodations will not exceed a two-bedroom apartment.

16.01 (b) The maximum period covered will be twelve (12) months in an academic year. Any residency rotation that exceeds twelve (12) consecutive months will not be considered for this program;

16.01 (c) Each Resident must follow all housing policies established by those teaching hospitals that provide accommodations;

16.01 (d) Cleaning fees in housing provided by the teaching hospitals in New Brunswick will continue to be the responsibility of the Resident;

16.01 (e) If accommodations are not provided by the teaching hospital in accordance with this Article, the Resident will be reimbursed for rent, telephone hook-up, high-speed internet hook-up and cable television where local service provider is available, and heat and power, paid outside his/her home base in accordance with current practice upon presentation of receipts or lease. This reimbursement shall be sufficient to fund furnished single accommodations, or family accommodations when requested, which accommodations will not exceed a two-bedroom apartment; and

16.01 (f) Where a Resident must perform a mandatory rotation outside their home base, the Resident may, with the approval of both the Program Director of the Resident's own Program, and the Resident's immediate supervisor, choose to commute using his/her personal vehicle rather than relocate from the home base. In such cases, the receiving academic facility or the Employer shall pay the Resident the approved mileage rates of the Nova Scotia Department of Health on a monthly basis. In no case shall such monthly payments exceed \$1000. Residents utilizing this provision shall not be eligible for accommodation allowance in respect of the same time period.

16.02 Transportation Allowance

A Resident who is required to relocate his/her residence when moving from one teaching hospital to another as part of his/her residency program shall be entitled to one weekday's leave with pay in order to move from one location to another, and paid a transportation allowance equal to:

16.02 (1) economy airfare plus ground transportation; or

16.02 (2) where the Resident elects to use his/her personal vehicle, prevailing mileage rates of the Nova Scotia Department of Health.

This allowance will be paid by the receiving teaching hospital upon presentation of receipts. The provisions of this Article are intended as an expense reimbursement, and a transportation allowance will only be paid to the extent that a Resident has incurred an expense as a result of the move.

16.02 (3) Transportation Allowance for Exams

A Resident who is required to move from one teaching hospital to another as part of his/her residency program and who must travel to Halifax to write one of the exams specified in Article 18.10(a) shall be paid a transportation allowance equivalent to:

(a) economy airfare plus ground transportation; or

(b) where the Resident elects to use his/her personal vehicle, prevailing mileage rates of the Nova Scotia Department of Health.

This allowance will be paid by the Employer forthwith upon presentation of receipts or travel claim where the Resident elects to be paid mileage. For the LMCC 2 exam only the Resident will be reimbursed for up to two (2) days' accommodations, plus travel expenses as described in this article, for the purpose of traveling to Halifax for writing the LMCC 2 exam, provided that they do not maintain their own existing accommodations.

16.03 (a) Daily/Monthly Parking

Residents shall qualify for parking at the prevailing staff parking rate at each facility.

16.03 (b) Transportation From Home Call

Understanding that Residents are required to be within a twenty (20) minute drive from the hospital while on-call from home, a Resident, scheduled by the program director to be on-call from home and who is called back shall receive reimbursement of taxi fare from their home to the facility and return to a maximum of \$15.00 each way upon presentation of receipts. The Employer will continue its current practice of reimbursing the Resident for any taxi fare in excess of \$15.00 if it deems the costs to be reasonable in the circumstances. For greater certainty, this would include paying the taxi fare for a Resident traveling from Halifax to the Nova Scotia Hospital in Dartmouth. Alternatively, the Employer will provide parking at its expense when Residents on-call from home are called back to work between 1700 hours and 1200 hours Monday to Friday inclusive, and all day weekends and holidays until 1200 of the next weekday. Residents who park after 0800 hours will use their best efforts to have their vehicles moved as soon as possible, and no later than 1200 hours.

16.03 (c) Taxi for Post Call

Resident Physicians who feel they are unsafe to drive from their work location to their residence after working an in-house call shift will be reimbursed for taxi transportation home and if required, return to the work location for purposes of retrieving the vehicle to a maximum of twenty dollars (\$20) each way.

Receipts will be provided in order to obtain reimbursement.

16.03 (d) Cross Coverage Transportation

When a Resident is required by a program director to provide cross-coverage between two or more facilities, the Employer will provide shuttle service or reimbursement of taxi fare to a maximum of \$15.00 each way upon presentation of receipt. The Employer will continue its current practice of reimbursing the resident for any taxi fare in excess of \$15.00 if it deems the costs to be reasonable in the circumstances. For greater certainty, this would include paying the taxi fare for a Resident traveling from Halifax to the Nova Scotia Hospital in Dartmouth.

16.03 (e) Mileage

The Employer shall pay mileage to Residents for required travel from their assigned workplace during regular business hours at the prevailing mileage rates of the Nova Scotia Department of Health.

16.04 (a) Call Stipend - Residents shall be paid a call stipend on a quarterly basis as follows:

Week-Day Call

- (i) Continuing effective July 1, 2013, \$130.00 per in house week-day call and \$65.00 per at home week-day call;
- (ii) Effective August 20, 2018, \$131.95 per in house week-day call and \$65.98 per home week-day call;
- (iii) Effective June 30, 2019, \$132.61 per in house week-day call and \$66.31 per home week-day call;
- (iv) Effective July 1, 2019, \$134.60 per in house week-day call and \$67.30 per home week-day call;
- (v) Effective June 30, 2020, \$135.27 per in house week-day call and \$67.64 per home week-day call;
- (vi) Effective July 1, 2020, \$137.30 per in house week-day call and \$68.65 per home week-day call.

Weekend Call

- (i) Continuing effective July 1, 2013, \$145.00 per in house weekend call and \$65.00 per at home weekend call;
- (ii) Effective August 20, 2018, \$147.18 per in house weekend call and \$65.98 per home week-day call;
- (iii) Effective June 30, 2019, \$147.92 per in house weekend call and \$66.31 per home week-day call;
- (iv) Effective July 1, 2019, \$150.14 per in house weekend call and \$67.30 per home week-day call;
- (v) Effective June 30, 2020, \$150.89 per in house weekend call and \$67.64 per home week-day call;
- (vi) Effective July 1, 2020, \$153.15 per in house week-day call and \$68.65 per home week-day call.

(b) With each call stipend payment, the Employer shall provide to the Resident an itemized list of the call stipends included in that payment, as per the call tracker.

(c) The Employer shall audit call stipends on a quarterly basis, and will report any adjustments to the affected Resident.

(d) Residents must report all calls worked, on a monthly basis. Call stipends will be paid only if calls are reported within 10 days after the end of the month in which they are worked.

(e) For Residents on home call, four (4) or more hours spent in house will convert the at home call stipend to an in house call stipend. Residents must give notice to the Employer of a change from at home call to in house call within the time frame described in (d), or the Resident shall not receive the in house call stipend for that call.

(f) Any work performed as a result of scheduling outside of Monday to Friday, 8am to 6pm, shall result in the Resident being paid an on-call stipend, limited to the call provisions of Article 17.

ARTICLE 17: PERIODS OF DUTY

17.00 (a) The usual hours of work do not normally exceed twelve (12) hours per day Monday to Friday inclusive. The usual workday ends at 1800 hours. Further, a resident will be scheduled to work a reasonable number of hours and the employer will undertake to limit the average number of hours with due regard to sound patient care and the educational requirements of the program.

17.00 (b) No resident shall be scheduled to work more than an average of 90 hours per week and not more than 360 hours in any 28-day rotation period.

17.00 (c) For the purposes of this article a Rotation Unit is either a 28-day block or a calendar month. A Rotation may be made up of one or multiple Rotation Units. In no case shall a Resident work more than two consecutive weekends. In no case shall a Resident work more than two weekends per Rotation Unit. On a scheduled weekend off, a Resident shall not be required to provide any services for the Employer including but not limited to rounds, or on-call duties. A scheduled weekend off is not considered vacation leave. (A weekend begins at 1700 on Friday and ends at 0600 on Monday. Where Monday is a statutory holiday as outlined in Article 19.05 the weekend ends on 0600 Tuesday).

17.00 (d) (i) Handover of patient care responsibilities and pertinent information must begin no later than a resident's 24th consecutive hour on duty. Apart from this handover, no resident will be required to assume new responsibilities following the 24th hour of duty. The handover must be completed no later than two hours following the 24th hour of duty, or by 0900 hours, whichever is earlier. No Resident shall be required to work after this handover is completed. Other Residents on that service shall not be responsible for the extra workload that may result when a Resident exercises this right.

(ii) Departments or programs may request an extension from Maritime Resident Doctors beyond 0900 when the regular workday commences after 0700. Such requests will not be unreasonably refused.

(iii) Consecutive hours on duty, for the purposes of this article, shall include home call if the Resident's home call has required him/her to be up most of the night and/or be present in the hospital between the hours of 12:00 a.m. and 6:00 a.m.

17.00 (e) The provisions of this Article do not prevent the Resident from remaining in a hospital or similar clinical setting to participate in exceptional educational experiences. This Article shall not be used to circumvent the rest of the provisions of Article 17.

17.01 (a) The Employer shall not schedule any Resident for in-hospital call more often than a ratio of one (1) night in a four (4) day period, spread pro-rata over the length of the rotation of PGY-1 Residents or over the length of a one-month, two-month or three-month schedule for Residents in other years. However, the assignment of in-hospital call for any Resident shall not exceed five (5) nights in a two (2) week period.

The number of days on service is specific to any individual Resident, and reflects the number of working days subtracting any time the Resident is away from the workplace for any reason including vacation and leaves. The total number of in hospital or home call shifts assigned to the Resident during any twenty-eight (28) day period shall be prorated downward to reflect the number of days' present. For example, for a one month rotation, or any part, the following chart applies:

11-14 days on service — 3 calls
 15-18 days on service — 4 calls
 19-22 days on service — 5 calls
 23-26 days on service — 6 calls
 27-30 days on service — 7 calls
 31-34 days on service — 8 calls
 35-38 days on service — 9 calls

For rotations greater than one month, follow the 1:4 rule. If the total number of days on service divided by four includes a decimal value of greater than 0.5, then round up the total number of days on call. If the total number of days on service divided by four includes a decimal value of less than or equal to 0.5, then round down the total number of days on call.

17.01(b) A Resident may be required to work nine (9) nights in twenty-eight (28), if needed to replace a Resident who is forced to miss scheduled call days due to sickness or other circumstances beyond his/her control or due to emergency. The Employer shall make every reasonable effort to limit such required increased call responsibilities for any one (1) Resident to no more than one (1) twenty-eight (28) day rotation in any six (6) month period.

17.01(c) With respect to Emergency Room rotations:

- (1) no shift shall be longer than ten (10) hours;
- (2) a maximum of forty (40) hours shall be scheduled in consecutive days;
- (3) a maximum of one-hundred and seventy (170) working hours shall be scheduled in a twenty-eight (28) day period;
- (4) Residents shall have a minimum of ten (10) hours off between shifts; and
- (5) Residents shall have a minimum of one (1) weekend off in three (3).

17.01 (d) A Resident who becomes pregnant shall not be required to do overnight call after twenty-eight (28) weeks gestation or earlier if recommended by her physician. If the Resident is able to complete all her clinical and academic duties other than overnight call, she shall not be refused the right to work during the day.

17.01 (e) A Resident shall not be scheduled for overnight call the night before travelling to another location for a rotation change.

17.02 The Employer shall not schedule any Resident for home call more often than a ratio of one (1) night in a four day period, spread pro-rata over the length of rotation of the Resident. However, the assignment of home call for any Resident shall not exceed five (5) nights in a two (2) week period.

17.03 The Employer shall not schedule any Resident for a combination of in-hospital call and home call more often than a ratio of one (1) night in a four day period, spread pro-rata over the length of the rotation of the Resident.

17.04 The Employer shall publish duty schedules on a monthly basis at least four (4) weeks prior to their effective date. Copies of all duty schedules shall be made available upon request to the CEO of Maritime Resident Doctors. There shall be no changes to a Resident's duty schedule within at least 48 hours of the date scheduled to be worked, without express consent of the Resident.

Chief Residents or other authorized persons responsible for preparing the call schedules will forward the following information to Maritime Resident Doctors:

- hospital name
- service
- call period
- resident names
- type of call (at home or in-house)
- resident vacation and other scheduled leaves
- weekends clearly identified
- a contact name and telephone/pager number
- the date and time the schedule is made

17.05 Expedited Arbitration

If the Employer violates any of the provisions in Article 17, the CEO of Maritime Resident Doctors has the right, with or without the consent of any Resident involved, to engage the following expedited grievance procedure:

- a) The CEO of Maritime Resident Doctors may advise the Program Director in writing of the alleged violation of Article 17.
- b) Within seven (7) days notification of the alleged violation of Article 17, the Program Director shall investigate the allegation and consult with the Associate Dean or Academic Head and provide the CEO of Maritime Resident Doctors with a written response.
- c) If the CEO of Maritime Resident Doctors is not satisfied with the written response provided under Article 17.05 (b) above, she may refer the matter to expedited arbitration by providing written notice to the Director of Employee and Labour Relations at the Nova Scotia Health Authority.
- d) Within fourteen (14) days of the written notice of arbitration in Article 17.06(e) above, a hearing of the matter will take place before Arbitrator Susan Ashley, or William Kydd if Susan Ashley is not available, who shall render a decision within five (5) days of the hearing.
- e) The arbitrator under this clause shall have the full range of remedies available to remedy any violation of the "Call Schedule" clause to ensure compliance and ongoing compliance with the provisions.

17.06 Rotation Change: Number of Moves

No Resident shall be required to relocate between communities more than three times during any one academic year as a result of rotation changes. For the purposes of this Article, a Resident who is required to change to a hospital that is less than 60 km from the Resident's present hospital is not deemed to have relocated.

ARTICLE 18: LEAVE OF ABSENCE

18.00 In the event of a leave of absence without salary, the Resident may continue to pay for his or her own contributions during the leave.

18.01 Pregnancy Leave

18.01 (a) The Employer shall not terminate the employment of a Resident because of her pregnancy. Residents who miss time because of pregnancy and delivery shall be given

an opportunity to fulfil educational requirements by making up time lost at prevailing salary rates.

18.01 (b) A pregnant Resident, is entitled to an unpaid leave of absence of up to seventeen (17) weeks, subject to the provisions regarding Pregnancy Leave Allowance set out below.

18.01 (c) A Resident shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.

18.01 (d) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Resident is pregnant and specifying the expected date of delivery.

18.01 (e) Pregnancy leave shall begin on such date as the Resident determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.

18.01 (f) Pregnancy leave shall end on such date as the Resident determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.

18.01 (g) A pregnant Resident shall provide the Employer with at least four (4) weeks' notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the employee:

(i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;

(ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.

18.01 (h) A Resident shall endeavor to provide the Employer with four (4) weeks' notice, and in any event, shall not provide less than two (2) weeks' notice of the date the Resident will return to work on completion of the pregnancy leave, unless the Resident gives notice pursuant to Article 18.03(f).

18.01 (i) Where notice as required under Article 18.01(g) or 18.01(h) is not possible due to circumstances beyond the control of the Resident, the Resident shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

18.01 (j) If a pregnant Resident cannot reasonably perform the duties of her position or the performance of the Resident's work is materially affected, she shall be granted sick leave in accordance with the provisions of Article 18.06 until she delivers, unless the Employer can reasonably modify the Resident's duties for the period required or

temporarily reassign the Resident to alternate duties or another classification. Maritime Resident Doctors shall support any modification of duties or temporary re-assignment as provided in this provision.

18.01 (k) Where a Resident reports for work upon the expiration of the period referred to in Article 18.01(f), the Resident shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of status or benefits accrued to the commencement of the pregnancy leave.

18.01 (l) A Resident on pregnancy leave, parental leave or adoption leave may continue his or her medical, extended health and any other benefit plan coverage provided he or she continues to pay for his or her contributions during the leave.

18.01 (m) While on pregnancy leave, a Resident shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous.

18.01 (n) Leave for illness of an employee arising out of or associated with the Resident's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.01(b), may be granted sick leave in accordance with the provisions of Article 18.06.

18.02 Pregnancy Leave Allowance

18.02 (a) A Resident entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.).

(b) In respect to the period of pregnancy leave, payments made according to the S.U.B. Plan will consist of the following:

(i) Where the Resident is subject to a waiting period of two (2) weeks one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay, less any other deductions received by the Resident during the benefit period;

(ii) Where the Resident has served the one (1) week waiting period in Article 18.02 (b)(i), one additional payment equivalent to the difference between the weekly E.I. benefit the employee is eligible to receive and ninety-three (93) percent of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

(iii) where the Resident has served the one (1) week waiting period in (i), up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Resident is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Resident during the benefit period which may result in a decrease in the E.I. benefits to which the Resident would have been eligible if no other earnings had been received during the period.

(iv) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

(c) For the purpose of this allowance, a Resident's weekly rate of pay will be one-half ($1/2$) the bi-weekly rate of pay to which the Resident is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time Resident, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Resident's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Resident's classification.

(d) Where a Resident becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.

(e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ($1 \frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

18.03 Parental Leave

18.03 (a) A Resident who becomes a parent for one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to seventy-eight (78) weeks.

18.03 (b) Where a resident takes pregnancy leave pursuant to Article 18.01 and the Resident's new born child or children arrive in the home of the Resident during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the Resident returning to work and ends not later than sixty-one (61) weeks after the parental leave began.

18.03 (c) Where a Resident did not take pregnancy leave pursuant to Article 19.06, parental leave begins on such date as determined by the Resident, coinciding with or after the birth of the child or children first arriving in the home of the Resident, and ends not later than thirty-five (35) weeks after the parental leave begins or seventy-eight (78) weeks.

weeks after the child or children first arrive in the home of the Resident, whichever is earlier.

18.03 (d) Notwithstanding Article 18.03(b) or (c), where a Resident has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Resident is entitled to return to and resume work in the position held immediately before the leave began. The Resident is entitled to only one (1) interruption and deferral of each parental leave.

18.03 (e) The Resident shall give the Employer two (2) weeks notice of the date the Resident will begin parental leave.

18.03 (f) The Resident shall give the Employer two (2) weeks notice of the date the Resident will return to work upon completion of the parental leave.

18.03 (g) Where a Resident reports for work upon the expiration of the period referred to in Article 18.03, the Resident shall resume work in the same position he or she held prior to the commencement of the parental leave.

18.03 (h) While on parental leave a Resident shall continue to accrue and accumulate service and seniority credits for the duration of his or her leave, and his or her service and seniority shall be deemed to be continuous.

18.03 (i) The Resident shall have the option of maintaining the benefit plans in which the Resident participated prior to the commencement of the Resident's parental leave.

18.03 (j) The Employer shall notify the Resident of the option and the date beyond which the option referred to in Article 18.03(i) may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.

18.04 Parental Leave Allowance

18.04 (a) A Resident entitled to parental leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.

(b) In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of the following:

(i) Where the Resident is subject to a waiting period of one (1) week before receiving E.I. benefits, one payment equivalent to seventy-five percent (75%) of her weekly rate of pay, less any other earnings received by the Resident during the benefit period;

(ii) Where the Resident has served the one (1) week waiting period in Article 18.04 (b)(i), one additional payment equivalent to the difference between the weekly E.I. benefit the employee is eligible to receive and ninety-three (93) percent of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

(iii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly Standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the Resident would have been eligible if no other earnings had been received during the period.

(iv) Where the employer is in receipt of Extended E.I. benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. benefit the employee would have been eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay.

(v) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to an employee who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to an employee who is taking a parental leave of greater than thirty-five (35) weeks.

(c) For the purposes of this allowance, a Resident's weekly rate of pay will be one half the bi-weekly rate of pay to which the employee is entitled for her classification on the day immediately preceding the commencement of the parental leave. In the case of a Part-Time Resident, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Resident's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Resident's classification.

(d) Where a Resident becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.

(e) The Employer will not reimburse the Resident for any amount she is required to remit to Human Resources Development Canada where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

18.05 Adoption Leave

18.05 (a) A Resident who has been employed with the Employer for at least one (1) year, who becomes a parent for one or more children through the placement of the child or children in the care of the employee for the purposes of adoption of the child or children pursuant to the law of the Province is entitled to an unpaid leave of absence of up to seventy-eight (78) weeks, or more, if required by the adoption agency.

18.05 (b) The Employer shall require a Resident who requests Adoption Leave pursuant to Article 18.04(a) to submit a certificate from an official in the Department of Community Services, or equivalent, to establish the entitlement of the employee to the Adoption Leave.

18.05 (c) Adoption leave begins on such date as determined by the Resident, coinciding with the child or children first arriving in the home of the Resident, and ends not later than thirty-five (35) weeks after the adoption leave begins or seventy-eight (78) weeks after the child or children first arrive in the home of the Resident, whichever is earlier.

18.05 (d) Notwithstanding Article 18.04(b), where a Resident has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Resident is entitled to return to and resume work in the position held immediately before the leave began. The resident is entitled to only one (1) interruption and deferral of each adoption leave.

18.05 (e) The Resident shall give the Employer two (2) weeks notice of the date the Resident will begin adoption leave.

18.05 (f) The Resident shall give the Employer two (2) weeks notice of the date the Resident will return to work upon completion of the adoption leave.

18.05 (g) Where a Resident reports for work upon the expiration of the period referred to in Article 18.04(a) the Resident shall resume work in the same position he or she held prior to the commencement of the adoption leave.

18.05 (h) While on adoption leave, a Resident shall continue to accrue and accumulate service and seniority credits for the duration of his or her leave, and his or her service and seniority shall be deemed to be continuous.

18.06 Adoption Leave Allowance

18.06 (a) A Resident entitled to adoption leave under the provisions of this Agreement, who provides the Employer with proof that he or she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.U.B.) Plan.

(b) In respect to the period of adoption leave, payments made according to the SUB S.E.B. Plan will consist of the following:

(i) Where the Resident is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay, less any other earnings received by the Resident during the benefit period;

(ii) Where the Resident has served the one (1) week waiting period in Article 18.04 (b)(i), one additional payment equivalent to the difference between the weekly E.I. benefit the employee is eligible to receive and ninety-three (93) percent of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

(iii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly Standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the Resident would have been eligible if no other earnings had been received during the period.

(iv) Where the employee is in receipt of Extended E.I. benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. benefit the employee would have been eligible to receive and ninety-three (93%) of the employee's weekly rate of pay.

(c) For the purposes of this allowance, a Resident's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for his or her classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Resident, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Resident's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Resident's classification.

(d) Where a Resident becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.

(e) The Employer will not reimburse the Resident for any amount he or she is required to remit to Human Resources Development Canada where his or her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

18.06 (A) Resident Parental and Adoption Leave

During the term of the current collective agreement between Maritime Resident Doctors and the Employer the following provisions shall apply:

- (i) A Resident is entitled to *leave for seven (7) consecutive calendar days without loss of pay* following the birth of his or her child. The Resident shall be responsible for giving as much notice as is reasonable and possible to ensure that professional and patient care responsibilities are met.
- (ii) A Resident is entitled to *leave for seven (7) consecutive calendar days without loss of pay* at the time of the adoption of a child. The Resident shall be responsible for giving as much notice as is reasonable and possible to ensure that professional and patient care responsibilities are met.

18.07 Sick Leave

Residents are entitled to up to ninety (90) working days [eighteen (18) calendar weeks] of sick leave per annum without loss of salary. For greater certainty, Residents are entitled to up to ninety (90) working days (eighteen (18) calendar weeks) of sick leave per year. For the purpose of this Article alone, a year shall commence July 1. Educational requirements not met will be made up at the discretion of the program director of the Resident's own Program. A Resident who is on sick leave at the end of his/her residency program shall be able to complete the balance of his/her sick leave for such illness notwithstanding the termination of the period of residency. The Employer may require reasonable proof of illness for any period claimed. The Employer may require a resident to provide an Attending Physician's Report for any period of illness or injury that exceeds five (5) days.

18.08 Bereavement Leave

18.08 (a) In the event of a death in the immediate family, a Resident shall be granted up to seven (7) calendar days of leave of absence without loss of pay for the purpose of attending the funeral and other matters related to the deceased effective the date the death occurs.

18.08 (b) For the purpose of this Article, immediate family shall include: parent, spouse, brother, sister, child, legal guardian/ward, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.

18.08 (c) In the event of the death of a son-in-law or daughter-in-law, a resident shall be given one (1) day leave of absence without loss of pay for the purpose of attending the funeral. An additional two (2) consecutive days of travel time shall be provided without loss of salary if the Resident must travel outside the base in which he/she is stationed, to attend the funeral.

18.08 (d) Special circumstances may be reviewed by the program director of the Resident's own Program and dealt with as special leave under this Agreement.

18.09 Educational Leave

In addition to vacation, Residents are eligible for up to five (5) days leave with pay for education opportunities (e.g. to attend conferences, seminars, or fellowship interviews, etc.). This shall not be deducted from vacation entitlement and shall be determined in consultation with the program director of the Resident's own Program. Days in addition to this entitlement may be granted in consultation and with the approval of the Program Director of the Residents own program.

18.10 (a) Each Resident shall be entitled to leave without loss of regular pay for the purpose of taking any Canadian professional certification examination; for example Royal College examinations, LMCC, CFPC. This leave shall include the exam date(s) and reasonable traveling time to and from the site of the examination. In the case of the LMCCII exam, no Resident shall be on call beyond noon the Friday before the LMCCII exam. This leave shall not be deducted from vacation leave. Arrangements to take such leave are to be made in consultation with the Program Director of the Resident's own Program.

(b) A Resident shall be granted seven (7) consecutive days without on-call or clinical duties, immediately prior to sitting the exam in order to study for qualifying or licensure examinations of the College of Family Physicians of Canada, or the Royal College of Physicians and Surgeons of Canada.

18.11 Unpaid Leave

Subject to any legislated restriction, if any unpaid leave is legislated or instituted by government and applies to Residents, the Resident may take this leave at a time agreed upon by the Resident and the program director of the Resident's own Program.

18.12 Special Leave

Where in the opinion of the Resident's Program Director circumstances are warranted, he or she may recommend to the Employer that it provide special leave with or without pay to a Resident. Upon the Program Director's recommendation, such leave will not be unreasonably withheld.

Leave with pay may be granted for family illness, emergencies which cannot be served by others or attended to by the employee during off duty, or medical/dental appointments.

One (1) day per six (6) months of active service (prorated for part time Residents) of paid floating leave will be granted per year. Requests for floating leave will be made to the Program Director with as much notice as possible. This leave will not be carried over or paid out if it is not used.

ARTICLE 19: VACATION AND HOLIDAY

19.01 Residents receive four (4) weeks annual vacation with pay. A Resident who does not complete his/her full year for which a vacation is normally applicable, shall receive pay for the vacation period pro-rated for the proportion of the year he/she has completed (provided he/she has completed a minimum of eight (8) weeks of such year). Any Resident who has already taken his/her vacation for such year shall reimburse (or have deducted from his outstanding remuneration) vacation pay pro-rata based on the proportion of the year he/she has completed. A minimum of two (2) consecutive weeks' vacation shall be granted to each Resident so desiring. Residents shall not be denied vacation due to service requirements alone as long as pedagogical requirements are met.

19.02 Residents shall be permitted to take vacation periods at times agreed upon by the Resident and their program director in consultation with the service in which the vacation will be taken. Vacation requests cannot be denied due to service requirements unless another Resident(s) has already been granted vacation for that time period.

19.03 If a Resident is unable to take his/her full vacation entitlement for reasons beyond the Resident's control in the academic year, the Resident is entitled to carry over up to two (2) weeks vacation into the next academic year.

Outstanding vacation entitlement earned but not taken at the end of residency will be paid out to the Resident provided the Resident can demonstrate that he/she was unable to take vacation for reasons beyond his/her control. Such payout will be limited to four (4) weeks.

19.04 Recognizing the operational slow down that occurs approximately between December 21st and January 3rd, Residents shall be entitled to six (6) consecutive days off between those two dates. One of these days must be either December 25 or January 1. The six (6) consecutive days represent a consolidation of three (3) statutory holidays (Christmas Day, Boxing Day and New Year's Day) and three (3) regular days off. These days off shall not be deducted from the Residents' regular vacation entitlement outlined in Article 19.01. These days off shall not be considered vacation leave for the purpose of Article 17.04 regarding the pro-rating of call when a vacation leave is taken during any twenty-eight (28) day period.

19.05 Residents shall be entitled to a holiday with pay on the following statutory holidays:

- New Year's Day
- Natal Day (or local equivalent)
- Good Friday
- Easter Monday
- Victoria Day

Canada Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

And any other day declared as a statutory holiday by the Province in which the Resident is providing a service.

If a paid holiday falls or is observed during the vacation leave of a Resident the Resident will become entitled to an extra day of paid leave to be taken at a time as determined by the Resident and the Program Director.

19.06 A Resident who is required to work on a holiday is entitled to time off without loss of salary equivalent to the amount of time worked by him/her on that day. A Resident will be considered to have been required to work on a holiday if he or she has worked at any time during the twenty-four (24) hours of the day on which the holiday falls. Such time off shall be taken within sixty (60) days of the holiday worked and at a time agreed upon by the Resident and the program director.

19.07 A Resident may take days off duty in lieu of Good Friday, Easter Monday, Christmas, and Boxing Day in order to observe a holy day of his/her own faith. The Resident is responsible for notifying the program director of the Resident's own Program of those days to be taken well in advance of the time they are taken. A Resident utilizing this provision is not entitled to receive paid holiday time in excess of any other Resident.

19.08 (a) If a Resident takes days off in lieu of the days in Article 19.04 to observe a holy day of his/her own faith, the Resident is eligible to take three (3) days of the in lieu days, plus three (3) regular days off for six (6) consecutive days off provided the Resident does not take six (6) consecutive days off under Article 19.04.

(b) A request for days off pursuant to Article 19.08(a) shall be made by the Resident ninety (90) days in advance of the desired days off. The Resident will provide two options for six (6) consecutive days off and the Employer will grant one or the other option.

ARTICLE 20: FACILITIES

20.01 On-Call Facilities

The Employers shall make available a duty-room for each Resident required to stay in-hospital for overnight call duties. The room shall be within reasonable proximity to the hospital area covered by the Resident. It must contain a telephone, desk, chair, lamp and bed (box spring and mattress). It shall have daily housekeeping services provided

(cleaning, towels, linen changes). In addition, there must be a washroom containing a sink, mirror, and razor outlet. A shower or bathtub and toilets for the exclusive use of the Resident (and not the public or other hospital employees) shall be located in the immediate vicinity. The room must be securable by the Resident.

The Employers shall make a reasonable attempt to meet these standards. If any new teaching hospitals are built, the above standards shall be provided.

20.02 Housing Accommodations

The Employers agree to ensure that accommodations are secure, clean, completely equipped with modern amenities, and conducive to learning.

20.03 Lounge Facilities

Each Employer shall have a lounge appropriately outfitted and available to Residents on a priority basis at each major academic site.

20.04 Lockers

Each Employer shall provide each Resident with a full securable locker in a location readily accessible on a twenty-four (24) hour basis. Lock to be provided by the Resident.

20.05 Library Facilities

Library facilities of the Employers shall be reasonably accessible on a twenty-four (24) hour basis.

20.06 Computer Access

The Employer shall endeavour to provide 24 (twenty-four) hour access for Residents to a computer with Internet, Power Point and word processing capabilities.

20.07 (a) Lab Coats

Four (4) new lab coats will be provided by the Nova Scotia Health Authority to first-year Residents on or before their first day of duty. Lab coats will be replaced by the Nova Scotia Health Authority when no longer serviceable and will be laundered at no charge to the Resident.

20.07 (b) Operating Room Greens

Operating scrubs will be made readily accessible to all residents in accordance with hospital policy.

20.08 Health Services

Health services such as immunizations, serology, Mantoux testing and prophylaxis for infectious contacts shall be made available by the Employer to Residents at no charge when recommended by a Canadian public health authority or a hospital.

20.09 The Employer agrees to cost share with Maritime Resident Doctors programs in support of Resident well being. The total cost to the employer will be no greater than \$1,500.00 per calendar year.

20.10 Resident Safety

The Employer agrees to work responsibly towards providing a safe work environment for Residents, which includes hospital parking lots. Security personnel of the Employer shall be available to escort any Resident concerned for his/her safety to and from the hospital parking site. Should Maritime Resident Doctors have a concern about the safety of any Resident, Maritime Resident Doctors may notify the Employer in writing of its concern and the Employer shall meet with Maritime Resident Doctors within two weeks in a Joint Consultation Committee meeting as per Article 6. The Employer agrees to make reasonable efforts to address any concern regarding Resident safety raised by Maritime Resident Doctors. Over the course of this agreement, the Employer agrees to work with Maritime Resident Doctors to study and implement a safer means of travel for residents going to distributive learning sites.

ARTICLE 21: PRINTING AND DISTRIBUTION

21.01 The Employer will pay the cost of printing 200 Collective Agreements for administrative purposes. Maritime Resident Doctors will ensure that the Collective Agreement is posted on the internet for access by Residents.

ARTICLE 22: DURATION AND RETROACTIVITY

22.01 The term of this Agreement shall be July 1, 2018 to June 30, 2021 and shall be renewed from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiry date of the contract that it desires to terminate or amend its provisions.

22.02 The parties agree that, during any period of negotiation leading to a new collective agreement, the terms and conditions of this Agreement shall remain in full force and effect until negotiations for the new collective agreement have been completed.

22.03 Wage adjustments over the life of this Agreement will be in accordance with Schedule "A". The wage adjustments shall be paid retroactively to July 1, 2018. All other provisions of this Agreement shall take effect on date of signing this Agreement unless

otherwise specified. The Employer shall pay retroactive wage adjustments to all Residents who performed work on or after July 1, 2018, regardless of whether the Resident has subsequently left employment. Residents who are no longer employed as of date of signing the collective agreement, will have 30 days from date of signing to apply in writing for retroactive pay.

ARTICLE 23: NEGOTIATION AND ARBITRATION

23.01 In the event that notice is given as specified in Article 22.01, and the parties have attempted, but failed, to reach an agreement on terms and conditions of service, the matter may be referred by either party to an Arbitration Board, using the following procedures:

23.01 (a) The party seeking arbitration shall notify the other party, giving the name of its nominee to the Arbitration Board together with a list of those items it wishes to refer to the Board.

23.01 (b) The other party shall respond within ten (10) working days of receipt of this notice and shall advise the name and address of its appointee to the Arbitration Board and shall also indicate any additional issues which it wishes to refer to the Arbitration Board.

23.01 (c) The two (2) appointees so elected shall, within five (5) working days after receipt of notice of appointment of the second of them, appoint a third person who shall be Chair of the Arbitration Board.

23.01 (d) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree on a Chair within the time limit, the appointment may be made by the Minister of Labour upon request by the party.

23.02 The Arbitration Board is governed by the following provisions:

23.02 (a) The Arbitration Board shall have jurisdiction to hear and render a decision on any issue which is unresolved between the parties, and which is not specifically excluded from its jurisdiction by the provisions of paragraphs (b) or (c) below.

23.02 (b) The Arbitration Board shall not have jurisdiction to consider any item which constitutes an educational requirement of the prescribed program for any Resident to which the collective agreement applies, including but not limited to, the hours of work as required for educational purposes by the Royal College of Physicians and Surgeons of Canada, the Conjoint Committee of Accreditation of Pre-Registration Physician Training Programs, the College of Family Physicians of Canada and Dalhousie University.

23.02 (c) The Arbitration Board shall not have jurisdiction to consider any matter which pertains to standards of patient care.

23.02 (d) All matters concerning teaching hospital facilities including but not limited to those outlined in Article 20 shall first be processed through the Joint Consultation Committee, where every reasonable effort will be made to resolve those issues. If every reasonable effort has not been made by the Joint Consultation Committee, and the teaching hospital concerned, to resolve the matter to the satisfaction of the parties, then the Arbitration Board shall have jurisdiction over the matter and will render a decision which is binding on both parties and the teaching hospital(s) concerned. If, however, the Arbitration Board finds that every reasonable effort has been made by the Joint Consultation Committee and the hospital(s) concerned to resolve the issue, it shall have no jurisdiction to hear the issue.

23.02 (e) The Arbitration Board shall hear and determine the matters in the submission to arbitration that are within its jurisdiction. The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to make representation.

23.02 (f) Each party shall be responsible for the expenses and remuneration of its nominee to the Arbitration Board and shall share equally in the expenses and remuneration of the Chair.

23.02 (g) The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board and shall be final and binding on the parties.

DATED at Halifax, Nova Scotia, this 31 day of August, 2018.

Signed Sealed and Delivered
in the presence of

MARITIME RESIDENT DOCTORS

Slavum
WITNESS

Per: Nees

Per: AB

Per: Kim Ridd

NOVA SCOTIA HEALTH AUTHORITY;
IZAAK WALTON KILLAM HEALTH CENTRE FOR
CHILDREN, WOMEN AND FAMILIES; NEW
BRUNSWICK REGIONAL HEALTH AUTHORITIES;
AND ANY OTHER HOSPITAL/MEDICAL
CENTRE/COMMUNITY CENTRE INVOLVED IN THE
DALHOUSIE UNIVERSITY POSTGRADUATE
MEDICAL EDUCATION PROGRAM

Deanne Carter
WITNESS

Per: Janet Knay

Per: _____

DALHOUSIE UNIVERSITY, ON BEHALF OF THE
FACULTY OF MEDICINE, SIGNS THIS AGREEMENT
NOT AS AN EMPLOYER OR A PARTY TO THIS
AGREEMENT BUT FOR THE SOLE AND EXCLUSIVE
PURPOSE OF GIVING EFFECT TO CLAUSE 2.03 OF
THIS AGREEMENT

Shangelle
WITNESS

Per: Chris Moore

APPENDIX "A"**MARITIME RESIDENT DOCTORS DUES AUTHORIZATION FORM**

Residents covered by Maritime Resident Doctors' collective agreement must sign an authorization form assigning dues to Maritime Resident Doctors. Please sign the following:

I hereby authorize a bi-weekly deduction from my pay of an amount equivalent to the dues, fees and other assessments required to be paid by all members of the Maritime Resident Doctors, in accordance with its constitution and by-laws, as they may be amended from time to time, and to remit such amounts to Maritime Resident Doctors.

I also hereby authorize Maritime Resident Doctors to act exclusively on my behalf in setting the terms and conditions of employment and I agree to be bound exclusively by the terms and conditions of the collective agreements between Maritime Resident Doctors and my employer. I understand that these authorizations are irrevocable as long as I am enrolled in the Dalhousie Postgraduate Medical Education Program.

NAME: _____
(Print)


(sign)

DATE: _____

APPENDIX "B"
LETTER OF AGREEMENT
REGARDING ORAL AND MAXILLOFACIAL SURGERY RESIDENTS

The Nova Scotia Health Authority, as agent for the Employers of the membership of Maritime Resident Doctors, agrees that, for the duration of the 2014/2018 Collective Agreement, the existing terms and conditions of employment of Oral and Maxillofacial Surgery Residents that are currently observed and based on those outlined in the current Maritime Resident Doctors Collective Agreement will remain unchanged. The above-mentioned terms and conditions of employment that are improved in the 2014/2018 Collective Agreement will be similarly improved for the Oral and Maxillofacial Surgery Residents. Article 14 – Tuition of the current Collective Agreement will not apply to Oral and Maxillofacial Surgery Residents. The Employer is not obliged to pay any malpractice insurance on behalf of Oral and Maxillofacial Surgery Residents. This letter will be subject to the grievance and arbitration provisions of the Collective Agreement by Maritime Resident Doctors.

Signed this 31 day of AUGUST, 2018.



For the Nova Scotia Health Authority

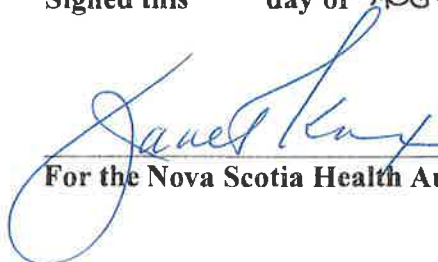


For Maritime Resident Doctors

APPENDIX "C"– LETTER OF AGREEMENT REGARDING VARIATION IN THE TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment in Article 16 – Allowances and Article 17 – Periods of Duty may be varied by express agreement between the Employer and Maritime Resident Doctors. Such agreement shall not be unreasonably withheld.

Signed this 31 day of August, 2018.


For the Nova Scotia Health Authority
For Maritime Resident Doctors

SCHEDULE “A” – SALARY

	June 30, 2018 expired rate	July 1, 2018 (1.5%)	June 30, 2019 (0.5%)	July 1, 2019 (1.5%)	June 30, 2020 (0.5%)	July 1, 2020 (1.5%)
PGY 1	\$62,636	\$63,576	\$63,894	\$64,852	\$65,176	\$66,154
PGY 2	\$67,708	\$68,724	\$69,068	\$70,104	\$70,455	\$71,512
PGY 3	\$72,300	\$73,385	\$73,752	\$74,858	\$75,232	\$76,360
PGY 4	\$77,089	\$78,245	\$78,636	\$79,816	\$80,215	\$81,418
PGY 5	\$82,278	\$83,512	\$83,930	\$85,189	\$85,615	\$86,899
PGY 6	\$87,829	\$89,146	\$89,592	\$90,936	\$91,391	\$92,762
PGY 7	\$93,120	\$94,517	\$94,990	\$96,415	\$96,897	\$98,350
PGY 8	\$99,418	\$100,909	\$101,414	\$102,935	\$103,450	\$105,002

Note: If the Council of Nova Scotia Council of Nursing Unions receive an increase during the period of time from November 1, 2020 until October 31, 2021 which exceeds 1.5%, then the Mardocs shall receive the difference between the amount provided to the Council and 1.5% effective the date of the receipt of the excess increase received by the Council.