

COLLECTIVE AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
represented herein by the Treasury Board;

AND

THE PROFESSIONAL ASSOCIATION OF INTERNES AND
RESIDENTS OF NEWFOUNDLAND (P.A.I.R.N.)
representing the Internes, Residents, and Fellows
employed in the hospitals in the Province.

SIGNED: JUNE 1, 2016

EXPIRES: JUNE 30, 2017

THIS AGREEMENT made the 1st day of June Anno Domini Two Thousand and Sixteen.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND
LABRADOR represented herein by the Treasury Board;

AND

THE PROFESSIONAL ASSOCIATION OF INTERNES AND RESIDENTS OF
NEWFOUNDLAND (P.A.I.R.N.) representing the Internes, Residents, and Fellows
employed in the hospitals in the Province.

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page</u>
1	Purpose of Agreement	1
2	Management Rights	1
3	Interpretation and Definitions	1
4	Recognition	3
5	Accommodation	3
6	Appointment and Membership of the Association	5
7	Educational Responsibilities	5
8	Classifications	6
9	Duty Hours	6
10	Call-Back	8
11	Vacation	9
12	Statutory Holidays	10
13	Conference Leave	11
14	Salaries	11
15	Discipline/Dismissal	13
16	Termination From Program	13
17	Uniforms	14
18	Insurance	14
19	Association Management Committee	14
20	Standing Benefits	15
21	Grievance Procedure	16
22	Complete Agreement	17
23	General Conditions	17
24	Maternity Leave/Adoption Leave/Parental Leave	19
25	Compassionate Leave	20
26	Family Responsibility Leave	20
27	Termination of Employment	20
28	Duration	21
29	Sexual and Personal Harassment	21
	Schedule A - Salaries	24
	Schedule B - Employers Covered by Agreement	25
	Schedule C - Rates Charged for Single Accommodations	26
	Letter of Understanding – 10.01 Kilometre Rate	27
	Letter of Understanding – Sick Leave Accumulation	28
	Letter of Understanding – Electronic Work Schedules	29
	Letter of Understanding – Signage for Reserved Parking Spaces for Residents at the Health Sciences Complex	30

ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relations between the Employer, Residents, Fellows, and the Association and to set forth certain terms and conditions relating to the employment of Residents, and Fellows covered by this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

- 2.01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the facilities under the Employer's control and to direct the working forces are vested exclusively with the Employer, except as specifically abridged or modified by the express provisions of this agreement.

Should a question arise as to the exercise of management rights in conflict with the provisions of this agreement or the bona fides of the exercise of management rights, the matter shall be determined by the grievance and arbitration procedure.

ARTICLE 3
INTERPRETATION AND DEFINITIONS

- *3.01 For the purpose of this Agreement:

(a) "Association" means the Professional Association of Internes and Residents of Newfoundland (P.A.I.R.N.).

(b) "Day" means a calendar day, e.g. Sunday, Monday, etc.

* (c) * (i) "On Call" means any scheduled time on duty between the hours of 1700 and 0800 hours Monday to Saturday; between the hours of 0800 Saturday and 0800 Sunday; between the hours of 0800 Sunday to 0800 Monday; and hours on statutory holidays. In-Hospital call means any on call scheduled duty, where a Resident or Fellow is required to be on-site within a hospital. Out of Hospital call means any on call scheduled duty, where a Resident or Fellow is not required to be on-site within a hospital.

(ii) "Emergency Room Duty" means any scheduled shift during an emergency room rotation, in which the resident provides primary coverage for the emergency room as per article 9.04.

- ***(d)** "Employer" means the Treasury Board or as the case may be, an Employer listed in Schedule B, attached.
- (e)** "Fellow" means an individual who has satisfactorily completed the educational requirements for certification by the Royal College of Physicians and Surgeons of Canada, and who may or may not have satisfactorily completed the examinations leading to certification and is engaged in an active educational program of the university.
- (f)** "Hospital" means an affiliated Teaching Hospital of Memorial University of Newfoundland as listed in Schedule "B".
- (g)** "Month" means a calendar month, e.g. January, February, etc.
- ***(h)** "Pay Master" means Eastern Regional Health Authority.
- (i)** "PGY-I" is the classification of an individual who is in the first year of his/her training in a program acceptable to the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or any other program leading to licensure as a physician in any Canadian jurisdiction.
- (j)** "PGY-II" is the classification of an individual who is in the second year of his/her training in a program acceptable to the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or any other program leading to licensure as a physician in any Canadian jurisdiction.
- (k)** "PGY-III" is the classification of an individual who is in the third year of his/her training in a program acceptable to the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or any other program leading to licensure as a physician in any Canadian jurisdiction.
- (l)** "PGY-IV" is the classification of an individual who is in the fourth year of his/her training in a program acceptable to the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or any other program leading to licensure as a physician in any Canadian jurisdiction.
- (m)** "PGY-V" is the classification of an individual who is in the fifth year of his/her training in a program acceptable to the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or any other program leading to licensure as a physician in any Canadian jurisdiction.

- (n) "PGY-VI" is the classification of an individual who is in the sixth year of his/her training in a program acceptable to the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or any other program leading to licensure as a physician in any Canadian jurisdiction.
- * (o) "Recorded Call Schedule" means a record submitted by an academic program to the employer documenting, where applicable, In-Hospital call, Out-of-Hospital call and/or Emergency Room duty. This record shall be used to determine excess call hours.
- (p) "Resident" or "Fellow" means an individual(s) within the bargaining unit and includes any individual employed by the Employer and engaged in an educational program leading to eligibility for licensure as a physician in any Canadian jurisdiction.
- (q) "University" means Memorial University of Newfoundland.
- (r) "Week" means the period from 0001 hours Monday to 2359 hours Sunday, inclusive.

3.02 For the purpose of this Agreement, the plural indicates the singular and vice-versa as the context may require.

ARTICLE 4
RECOGNITION

4.01 The Employer recognizes the Association as the sole and exclusive representative for all Residents and Fellows for the purpose of negotiating terms and conditions of employment in hospitals.

4.02 Employee Information

It is the responsibility of all employees to keep the employer informed in writing of his/her contact information including the current mailing address and current telephone number.

ARTICLE 5
ACCOMMODATION

*5.01 (a) The rate charged by the hospitals for designated single accommodation for Fellows and Residents will not be increased during the term of this Agreement. Schedule "C" shall outline existing rates.

- *(b) When a Resident/Fellow is required to provide services to an Employer at a hospital, other than one located in the city of St. John's, the Employer shall provide the following accommodations located not more than one point six one (1.61) kilometres from the hospital at which the services are to be provided:
- (i) A single room adequately furnished with a desk, lamp, bed (with two changes of bed linen and blankets) and dresser;
 - (ii) A common kitchen with cooking utensils (including pots, pans, kettle, toaster, microwave oven, and coffee maker), refrigerator, stove, and table ware (including plates, glasses, cutlery); and
 - (iii) Common lounge with chesterfield, chairs and TV.
 - (iv) When a Resident or Fellow with a spouse and dependent children is required to provide services to an employer outside St. John's for a period of two (2) months or greater in the same location provided that the spouse and dependent children accompany the Resident or Fellow, the employer will endeavour to provide family accommodations with the same general standard as outlined above.

5.02 Hospital Duty - Accommodation

Where a Resident or Fellow is required to provide in-hospital duty services pursuant to Clause 9.02, the Employer shall endeavour to provide on the hospital premises, the following:

- (i) Single bedroom with desk, lamp, phone and bed (equipped with appropriate linen); and
- (ii) Shower and toilet facilities connected to the bedroom. Where possible, the accommodation shall be located in close proximity to where the services are to be provided by the Resident or Fellow. The standards as of January 1, 1995, will not be reduced.

5.03 House Staff Facilities

The Employer shall provide at each hospital in St. John's, a lounge for the use of house staff, equipped with the following equipment:

- (i) couch and chairs
- (ii) television
- (iii) refrigerator
- (iv) microwave
- (v) sink with water

ARTICLE 6
APPOINTMENT AND MEMBERSHIP OF THE ASSOCIATION

6.01 Letters of Appointment

Upon appointment of a Resident or Fellow by an Employer, a letter of appointment and a copy of this Agreement shall be sent by the Employer or his/her designated representative hospital to such Resident, or Fellow. The cost of printing such agreements shall be borne by the Association.

6.02 Check Off Payments

The Employer shall deduct from every Resident or Fellow covered by this Agreement and remit monthly to the Association, an amount equal to the monthly dues of the Association. These dues shall be forwarded to the Association, not later than the 15th day of the month following the deduction.

ARTICLE 7
EDUCATIONAL RESPONSIBILITIES

7.01 It is recognized that while House Staff are professionals, employed with the hospital system and performing specified duties for pay, at the same time they are post-graduate trainees under the auspices of the University working to achieve certain educational requirements, and must meet academic standards while fulfilling professional obligations.

7.02 The duties of House Staff shall not be of such a nature to detract from their educational opportunities.

7.03 Education Break

Residents or Fellows are entitled to a minimum of one half (1/2) day per week for educational purposes, as determined by the academic program. Employers agree to work with Program Directors and Residents in order to ensure that the Resident receives this one half (1/2) day per week for educational purposes, except in the case of emergency. Academic Programs will provide due notice of the educational schedule to associated teaching facilities and support staff.

7.04 Hospital libraries, whenever possible, shall be accessible twenty-four (24) hours per day.

ARTICLE 8
CLASSIFICATIONS

- *8.01 The determination of the level of training for House Staff shall be the responsibility of the Program Director on behalf of the Post Graduate Medical Studies Committee of the University Faculty of Medicine in accordance with the regulations and requirements of the Royal College of Physicians and Surgeons of Canada and the College of Family Physicians of Canada.

ARTICLE 9
DUTY HOURS

9.01 Regular Day Time Duty Hours

The regular day time duty hours shall be Monday to Friday, 0800 hours to 1700 hours. The Program Director in consultation with the Department concerned shall determine the schedule of academic and service activities. It is recognized that strict adherence to the schedule must not jeopardize the adequacy and continuity of patient care.

*9.02 Maximum Regular Scheduled In-Hospital Call

- *(a) Maximum regularly scheduled in-hospital call shall not exceed an average of one (1) day in four (4). The period used to determine the average number of call periods for a given resident shall begin on the first day of a recorded call schedule and end on the last day of a recorded call schedule for a given academic program. Residents shall receive effective July 1, 2009 seventy-four dollars (\$74), effective July 1, 2010 seventy-six dollars and fifteen cents (\$76.15), effective July 1, 2011 seventy-eight dollars and forty cents (\$78.40) and effective July 1, 2012 eighty dollars and seventy-five cents (\$80.75) for each regular scheduled in-hospital call period. Call periods shall not be scheduled consecutively. This payment shall not apply to situations when a Resident or Fellow is required to work in excess of the regularly scheduled in-hospital call periods.
- (b) A Resident or Fellow shall not be scheduled or required to work two (2) or more consecutive in-hospital duty periods.
- (c) There shall only be one (1) duty period scheduled during a consecutive four (4) day period which includes a Saturday, Sunday and statutory holiday.
- *(d) In a recorded duty schedule where a Resident has a period of approved leave, the maximum number of in-hospital call periods shall be proportionally reduced. The Resident or Fellow shall notify the Employer of the leave.

- (e) In the event that the Resident or Fellow is required to work greater than the maximum regularly scheduled in-hospital duty periods, as per clause 9.02 (a), he/she shall be paid in addition to his/her salary at the rate of \$225 for each such duty period between 1700 hours Monday and 0800 hours Saturday and \$360 for each in-hospital duty period between the hours of 0800 hours Saturday and 0800 hours Monday and in-hospital duty periods on statutory holidays.
- (f) Duty schedules shall normally be published on a monthly basis at least two (2) weeks prior to the effective date and a copy shall be forwarded to the Medical Director or his/her delegate in each hospital.

***9.03 Post Call Provision**

Any Resident or Fellow who is required to provide care of a continuous or intensive nature during his/her in-hospital call period, shall be permitted to be relieved of his/her duties at 1000 hours of a regular work day which follows the in-hospital call period after a handover of patient care responsibilities, satisfactory to the Employer and the attending Physician responsible for the patient, to ensure continuity of patient care. It is understood that by allowing the Resident or Fellow to leave at 1000 hours, there is no additional cost to the Employer.

Apart from handover of patient care responsibilities, no Resident shall be required to assume new responsibilities following the 24th hour of duty.

9.04 Emergency Room Duty

- (a) Any Resident or Fellow who is required to provide services in a hospital emergency room shall be permitted to be relieved of his or her duties after twelve (12) hours of service.
- (b) The Employer shall not split such Resident's or Fellow's shift, as per Article 9.04(a), without the consent of such Resident or Fellow.
- (c) No such Resident or Fellow shall be required to provide services for more than five (5) consecutive days without having received thirty-six (36) hours off duty, and during any twenty-eight (28) day rotation, not less than two (2) periods of sixty (60) consecutive hours off duty.
- (d) In the event that a Fellow or Resident is required to work a sixth (6th) or subsequent consecutive day or in excess of twelve (12) hours of service, he/she shall be paid in addition to his/her salary at the rate of eighteen dollars and fifty cents (\$18.50) per hour worked.

***9.05 Maximum Regular Scheduled Out-of-Hospital Call**

- *(a) A Resident or Fellow who is not providing regular scheduled in-hospital call pursuant to Article 9.02 may be required to provide regularly scheduled call periods out of hospital.
- *(b) Maximum regularly scheduled out-of-hospital call shall not exceed an average of one (1) day in three (3). The period used to determine the average number of call for a given resident shall begin on the first day of a recorded call schedule and end on the last day of a recorded call schedule for a given academic program. Residents or Fellows shall receive effective July 1, 2009 thirty-four dollars (\$34), effective July 1, 2010 thirty-six dollars and fifteen cents (\$36.15), effective July 1, 2011 thirty-eight dollars and forty cents (\$38.40) and effective July 1, 2012 forty dollars and seventy-five cents (\$40.75) for each regularly scheduled on call duty period. This payment shall not apply to situations when a Resident or Fellow is required to work in excess of the regularly scheduled on call duty periods.
- (c) There shall only be one (1) on call duty period scheduled during a three (3) consecutive day period which includes a Saturday, Sunday and statutory holiday.
- (d) In a recorded duty schedule where a Resident or Fellow has a period of approved leave the maximum number of out-of-hospital duty periods shall be reduced proportionately. The Resident or Fellow shall notify the Employer of the leave.
- (e) A Resident or Fellow engaged in out-of-hospital duty periods shall be enabled to be contacted during such periods by the use of the employer supplied pager provided under Clause 23.06 and able to initiate return telephone conversation within five (5) minutes of receipt of a page and shall be able to be recalled to duty.
- (f) In the event that a Resident is required to work greater than the maximum regularly scheduled out-of-hospital duty periods as per clause 9.05 (b) he/she shall be paid at the rate of seventy-five dollars (\$75) for each additional period.

ARTICLE 10
CALL-BACK

10.01 Call-Back

Subject to Clause 10.02, when a member of House Staff is recalled to duty whilst on call, he/she shall be paid the cost of transportation from his/her normal place of residence to his/her place of work and return to a maximum of \$5.50 each way, at the rate of thirty-one and a half (31.5) cents per kilometer or the appropriate taxi fare supported by receipts. Residents involved in the Family Practice Program, required to visit patients' residences in

the course of their duties, shall be reimbursed for transportation from their normal place of residence to patient's residence at the rate of thirty-one and a half (31.5) cents per kilometer to a maximum of \$5.50 each way. All transportation claims under this program must first be approved by the Program Director and authorized by the appropriate Director of the hospital concerned.

- 10.02 A member of the House Staff shall not receive any payment for transportation expenses where:
- (a) he/she stays in designated on-call accommodation or normally resides in subsidized accommodation adjacent to the hospital; or
 - (b) transportation is provided by the Employer.

ARTICLE 11 VACATION

11.01 Vacation

All Residents and Fellows shall receive four (4) weeks paid annual leave.

11.02 Any member of the House Staff who leaves the employ of the Employer before the end of the vacation year in which he/she has taken his/her vacation shall have the applicable portion of his/her salary recovered from him/her.

11.03 The vacation year for Fellows and Residents normally covers the period extending from the 1st of July in one year to the 30th of June in the succeeding year.

11.04 Any Resident or Fellow who is employed for less than the full vacation year will be granted vacation on a pro-rata basis.

*11.05 Substitution of Sick Leave While on Annual Leave

When a Resident or Fellow becomes ill while on annual leave, he/she may change the status of his/her annual leave to sick leave effective the date of notification to the Pay Master provided that the Resident or Fellow submits a certificate acceptable to the Pay Master, signed by a Licensed Medical Practitioner. The medical certificate shall state that during the period the Resident or Fellow was absent (which shall be stated on the certificate) he/she was unable to perform his/her duties and the time and place at which the medical practitioner attended upon the Resident or Fellow.

*11.06 A Resident or Fellow shall not be required to provide in-hospital call or out-of-hospital call services on a weekend immediately prior to the beginning of a vacation period contingent upon the availability of appropriate coverage with no additional cost to the Employer.

ARTICLE 12
STATUTORY HOLIDAYS

12.01 Designated Statutory Holidays

One working day's paid leave shall be granted for each of the following nine (9) statutory holidays in each year.

- | | | | |
|----|------------------|----|------------------|
| 1. | New Year's Day | 5. | Thanksgiving Day |
| 2. | Good Friday | 6. | Labour Day |
| 3. | Commonwealth Day | 7. | Armistice Day |
| 4. | Memorial Day | 8. | Christmas Day |
| | | 9. | Boxing Day |

12.02 Work on a Statutory Holiday

In addition to the one days' paid leave in accordance with Article 12.01, a Resident or Fellow who is required to work on a statutory holiday, shall at his/her option be paid at the rate of time and one-half (1 1/2) or shall be entitled to one (1) day off with pay in lieu of the day worked which day off with pay may be taken within a period not exceeding six (6) months from the day worked.

12.03 When a Resident or Fellow is required to work on two (2) or more consecutive statutory holidays, he/she shall be paid as in Article 12.02 for the first statutory holiday and at the rate of double time for the subsequent statutory holidays, or shall be entitled to one day off with pay in respect of each day worked.

12.04 When a Resident or Fellow is required to work on a statutory holiday, his/her compensation shall be limited to the compensation provided in Article 12.02 or Article 12.03.

12.05 New Statutory Holiday

Should any new statutory holiday not routinely scheduled be specifically proclaimed by the Provincial Government, it shall be granted to employees within the scope of this Agreement.

12.06 Statutory Holidays During Vacation

If a statutory holiday falls or is observed during the vacation period of a Resident or Fellow, he/she shall be allowed an additional vacation day with pay at a time to be mutually agreed.

ARTICLE 13
CONFERENCE LEAVE

- 13.01 In addition to vacation entitlement, Residents and Fellows shall be granted seven (7) days additional paid leave to attend educational events such as Medical Conferences approved by the Program Director, where working under a Program Director, and may be granted additional paid leave to attend such educational events.

ARTICLE 14
SALARIES

- 14.01 Residents and Fellows covered by this Agreement shall receive salaries as specified in Schedule "A".

14.02 Administrative Resident Allowance

There shall be one (1) Administrative Resident in each program except for the Pediatric, Surgery, Family Medicine and Medicine Programs, where there shall be a total of two (2) Administrative Residents. Effective July 1, 2001, the administrative allowance shall be three thousand one hundred and fifty dollars (\$3,150) per annum. Effective January 1, 2002, the administrative allowance shall be three thousand three hundred seven dollars and fifty cents (\$3,307.50) per annum.

14.03 Arbitration on Salaries

- (a) Subject to 14.03(c) in the event that the parties to this Collective Agreement cannot reach an agreement on salaries, after exhausting the process as outlined in the *Internes and Residents Collective Bargaining Act*, salaries shall be referred to arbitration.
- (i) The party seeking arbitration shall notify the other party, giving the name and address of its nominee to the Arbitration Board;
- (ii) The other party shall respond within seven (7) calendar days of receipt of this notice and shall outline the name and address of its nominee to the Arbitration Board;
- (iii) The two (2) nominees shall within seven (7) calendar days after receipt of appointment of the second nominee, agree upon a mutually acceptable chairperson to the Arbitration Board;
- (iv) If the two (2) nominees cannot agree upon a mutually acceptable chairperson within the time limits, either party may request the Minister of Employment and Labour Relations to appoint a chairperson.

- (b)
 - (i) The Arbitration Board shall only have jurisdiction to hear and render a decision on salaries (including the Administrative Resident Allowance) unless the parties mutually agree to include other issues;
 - (ii) The Arbitration Board shall determine its own procedure but shall give full opportunity to both parties to present evidence and make representation;
 - (iii) Each party shall be responsible for the expenses and remuneration of its nominee to the Arbitration Board and each party shall share equally in the expenses and remuneration of the chairperson;
 - (iv) The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board and if there is no majority, then the decision of the chairperson shall be the decision of the Board and such decision shall be final and binding on the parties.
- (c) Notwithstanding 14.03(a), the parties agree to relinquish the right to strike or lockout.
- (d) Unless otherwise agreed, where the parties are unable to agree upon the revision of any portion or portions of the Collective Agreement prior to salaries being referred to arbitration, then, such portion or portions shall be included in the new Collective Agreement in the same manner as in the previous Collective Agreement.
- (e) The time limits set out in this Clause may be extended by mutual agreement in writing of the parties.

14.04 Chief Resident Allowance

There shall be a Chief Resident appointed for each of Obstetrics, General Surgery and Orthopedics. Such Chief Resident shall be a Resident in his/her final year of post graduate medical training whose duties will include on call duties on a continual basis. Article 9.05 shall not apply to such Resident who shall in lieu of amounts to be paid under Article 9.05 be paid a stipend of \$3,600.00 per annum.

- 14.05 The Employer shall pay to each Fellow or Resident upon successful completion of part II of the Medical Council of Canada exams, the fees charged to write such exam on one occasion.

ARTICLE 15
DISCIPLINE/DISMISSAL

15.01 Dismissal for Cause

The hospital, in consultation with the Post Graduate Medical Studies Committee, shall have the right to dismiss a Resident or Fellow for sufficient cause; when a Resident or Fellow is dismissed for a sufficient cause, he/she shall not be entitled to notice or payment in lieu of notice.

15.02 Reason for Dismissal

The Hospital shall provide the Resident or Fellow with a written statement of the reason(s) for his/her dismissal for cause, together with a statement of his/her right to grieve. This written statement shall be provided to the Resident or Fellow within fourteen (14) calendar days of the dismissal.

15.03 Discipline

Prior to the imposition of discipline upon any Resident or Fellow, the Employer shall consult with a representative of the Postgraduate Medical Studies Committee at the earliest possible opportunity to determine the impact of such discipline upon the completion of the program of such Resident or Fellow.

15.04 Meeting(s) Related to Dismissal

A Resident or Fellow who is required to attend any meeting(s) with the hospital related to dismissal or contemplated dismissal shall be advised of his/her right to be accompanied by a representative of the Association.

ARTICLE 16
TERMINATION FROM PROGRAM

*16.01 Termination

If the hospital is advised by the Postgraduate Medical Education Committee that a Fellow or Resident has been removed from the medical studies program, the hospital may terminate the employee and shall provide one months pay in lieu of notice.

16.02 Reason(s) for Termination

The Hospital shall provide the Resident or Fellow with a written statement of the reason(s) for his/her termination together with a statement of his/her right to appeal. This written

statement shall be provided to the Resident or Fellow within fourteen (14) calendar days of such termination.

ARTICLE 17
UNIFORMS

17.01 Laboratory Coats

The Employer shall pay to each Fellow or Resident an allowance of \$150 per year for the purchase and cleaning of laboratory coats to be worn by the Fellow or Resident in the course of his/her duties. A Fellow or Resident shall not be permitted to wear a laboratory coat which is the property of the Employer without the permission of the Employer.

ARTICLE 18
INSURANCE

18.01 Group Insurance

A compulsory Group Insurance Plan covering all Residents and Fellows shall remain in effect during the period of this Agreement.

18.02 Insurance

The Employer will pay the full cost of the annual premium for malpractice insurance applicable to a Resident or Fellow engaged in post graduate medical training for each Resident or Fellow who purchases such coverage from the Canadian Medical Protective Association or its successor effective July 1, 2001.

ARTICLE 19
ASSOCIATION MANAGEMENT COMMITTEE

19.01 Within thirty (30) days of the commencement of this contract, there shall be formed an Association Management Committee.

*19.02 Such Committee shall have two (2) representatives appointed by the Association and four (4) representatives appointed by the Employers. The four (4) Employer representatives shall consist of the Vice Presidents of Medical Services or his/her designate. When possible, the designate(s) will consist of a senior manager from each Regional Health Authority.

19.03 The purpose of the Committee is to develop mutual understanding and to investigate matters of concern.

*19.04 The Committee shall meet, either in person or by conference technology, at least three (3) times each year.

*19.05 Meetings may be requested by either party by giving notice in writing and the Committee shall meet within twenty-one (21) days of receipt of such notice unless altered by mutual agreement.

ARTICLE 20 STANDING BENEFITS

20.01 The parties recognize that there are certain benefits currently enjoyed by House Staff in the various hospitals, which are not specifically set out in this Agreement. The parties also recognize that certain of these benefits may vary from hospital to hospital and it is not the intent of this Article to introduce uniformity to these situations but rather to deal with the benefits as they exist in each hospital at the date of the signing of this Agreement.

*20.02 The practices in effect at the date of the signing of this Agreement with respect to the following benefits shall remain in effect during the term of this Agreement:

- (a) Food provisions for "on-call" House Staff;
- (b) Accommodation arrangements at St. Anthony;
- (c) Sick leave as per letter of understanding titled, "**Re: Sick Leave Accumulation**";
- (d) Xeroxing in the libraries.

20.03 The following items remain within the discretion of the Employer and the University as the case may be and are outside the purview of Clause 20.04:

- (a) Decisions in respect of the academic program which are not in direct conflict with the terms of this Agreement;
- (b) Decisions in respect of the work requirements, duty assignments and efficiency of the service function of House Staff in accordance with traditional management rights, which are not in direct conflict with the terms of this Agreement;
- (c) Cafeteria food prices.

20.04 Subject to 20.01 and 20.02, if during the currency of this Agreement a question arises concerning an alleged deprivation or reduction in a benefit heretofore enjoyed as a result of employment under this Agreement and affecting either directly or indirectly the terms of this Agreement, either party may refer the matter to the Association Management Committee established by Article 19 of this Agreement which shall resolve the matter by consultation and discussion.

20.05 Travel Allowance

Residents and Fellows coming into the Province shall receive a travel allowance for one way travel to the Province to a maximum of six hundred dollars (\$600.00).

*20.06 Mileage – Clinical Rotation

Subject to Clause 10.02, and where approved by the Employer, when a Resident or Fellow is required by the Employer to perform clinical rotations in different parts of the province, outside the area of the province in which he/she normally resides and works, the Employer shall reimburse the cost of initial transportation to the site and the cost of return at the rate provided in Article 10.01 for mileage.

ARTICLE 21
GRIEVANCE PROCEDURE

21.01 A grievance is defined as a dispute arising out of the interpretation, application, or alleged violation of the terms of this Agreement, including any question as to whether a matter is arbitrable, but excludes any matter which involves primarily academic matters.

21.02 No grievance shall be deemed to exist if it is not filed at the appropriate level in accordance with the time periods set forth in the Grievance Procedure. The time periods set forth in this Article may be extended by mutual agreement between the parties.

*21.03 Grievances shall be resolved in accordance with the following procedure:

***Step 1:** The aggrieved member of the House Staff shall present his/her grievance (in writing):

* (a) to his/her Director of Medical Services or equivalent or such other person designated by the Employer, except

* (b) in the case of a grievance arising out of Articles 7 and 8, the grievance shall be presented to the Program Director within ten (10) calendar days of the occurrence of the matter giving rise to the grievance. The Resident or Fellow may at his/her own choice be assisted and/or accompanied by an Association representative.

***Step 2:** Failing a satisfactory settlement of the grievance within seven (7) calendar days of the date on which the grievance was filed the Resident or Fellow, or the Association with the written consent of the grievor may within a further seven (7) days present his/her grievance in writing:

* (a) to the Vice President of Medical Services, or such other person designated by the Employer, except

- * (b) in the case of a grievance arising out of Articles 7 and 8 the grievance shall be presented to the Chairman of the Post-Graduate Medical Studies Committee. The Resident or Fellow shall receive a reply in writing within fourteen (14) days of the matter being filed under Step 2.

- 21.04 If the grievance is still not satisfactorily resolved by the foregoing procedure, the Resident or Fellow or the Association with the written consent of the grievor may proceed to arbitration. Should the Resident or Fellow, or the Association with the written consent of the grievor decide to proceed with arbitration, he/she shall notify the Employer within five (5) calendar days of receipt of the reply under Step 2.
- 21.05 Where a Fellow or Resident notifies the Employer in writing in accordance with Clause 21.04, that he/she wishes to proceed with arbitration, the arbitration procedure in the Labour Relations Act shall apply unless it is initially agreed that a single arbitrator shall hear the case.
- 21.06 Where a dispute arises involving a question of general application or interpretation of this Agreement affecting two (2) or more House Staff, the Association may initiate a grievance commencing at Step 2.

ARTICLE 22 **COMPLETE AGREEMENT**

- 22.01 This Agreement is the entire Agreement of the parties hereto terminating all prior agreements and practices with respect to those matters specifically provided for herein and concluding all collective bargaining during the term of this Agreement.
- 22.02 It is agreed by the parties of this Agreement that any provision in the Agreement, other than the term of the Agreement, may be amended or altered by mutual consent of the Employer and the Association.

ARTICLE 23 **GENERAL CONDITIONS**

***23.01 Locker and Parking Facilities**

- * (a) During the period of rotation of Residents and Fellows at the Health Sciences Complex at St. John's, the Employer will provide thereat:
 - (i) a locker capable of being secured by a lock, for the exclusive use of each such person;
 - (ii) a parking space not further removed from the parking area presently provided for visitors

- * (iii) five (5) reserved parking spaces not more than 100 feet from a hospital entrance for the exclusive use of Residents providing home call and required to attend at the hospital between 1700 hours and 0800 hours Monday through Friday and all day on Saturday and Sunday.
- * (b) During the period of rotation of Residents and Fellows at St. Clare's Mercy Hospital at St. John's, the Employer will provide thereat:
 - (i) a locker capable of being secured by a lock, for the exclusive use of each such person;
 - (ii) a parking space not further removed from the parking area presently provided for visitors
 - * (iii) four (4) reserved parking spaces in parking lot 9B for the exclusive use of Residents providing home call and required to attend at the hospital between 1700 hours and 0800 hours Monday through Friday and all day on Saturday and Sunday
- * (c) During the period of rotation of Residents and Fellows at a hospital other than the Health Sciences Centre and St. Clare's Mercy Hospital, the Employer shall provide the following:
 - (i) a locker capable of being secured by a lock for the exclusive use of each person;
 - (ii) a parking space not further removed from the parking area presently provided for visitors.

23.02 Meal Allowance

The Employer shall pay to each Resident or Fellow an allowance of one hundred and five dollars (\$105) per month to cover the cost of meals to be consumed while such a Resident or Fellow is required to work.

23.03 Workers' Compensation

- (a) Residents and Fellows shall be covered by the *Workplace Health, Safety and Compensation Act* and shall be entitled to receive the benefits as provided by Workplace Health, Safety and Compensation Commission.
- (b) It is understood and agreed by all parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

23.04 Consultation on New Facilities

The Employer agrees to consult with the Association during the planning stage regarding any new medical facilities proposed and also with respect to any major changes proposed in current facilities which may affect call rooms, lockers, or parking facilities and services currently provided to members of the Association by the Employer.

23.05 Consultation on Duties and Responsibilities of Fellows and Residents

The Employer will discuss with the Association and, where possible, will discuss prior to their implementation, any policy changes which may alter or impact upon the duties or responsibilities of Residents or Fellows.

23.06 Pagers

The Employer shall supply to each Fellow or Resident, without charge, a telephone paging receiver for the entire period of his/her employment under this Agreement.

ARTICLE 24

MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE

24.01 A Resident or Fellow shall be entitled to take parental leave associated with the birth or adoption of a child. In the case of a female Resident who is to give birth, she may request to commence up to eight (8) weeks prior to the expected date of delivery. The maximum parental leave allowed shall be fifty-two (52) weeks. The Director of the program shall determine when Resident or Fellow completes his/her program. A Resident or Fellow who takes parental leave shall, on return from leave, receive a service credit for the period of parental leave for salary purposes.

24.02 Duty Periods While Pregnant

No Fellow or Resident who is pregnant shall be required to perform any scheduled time on call or as an in-hospital duty period after 1700 hours or at any time during the period 0800 hours Saturday to 0800 Monday at any time subsequent to thirty-second week of her pregnancy.

24.03 Return to Duty

A Resident or Fellow may return to do their duty after giving his/her Director two weeks notice of his/her intention to do so whereupon the director of the program shall arrange for the recommencement of the Resident or Fellow's program at the start of the next changeover or at the expiration of a period of four weeks from the giving of notice, whichever is earlier.

ARTICLE 25
COMPASSIONATE LEAVE

25.01 A Resident or Fellow shall be entitled to compassionate leave of three (3) consecutive calendar days in the event of the death of a mother, father, brother, sister, spouse, child, legal guardian, grandfather or grandmother; and two (2) additional calendar days if such deceased person is a resident outside of the Province.

ARTICLE 26
FAMILY RESPONSIBILITY LEAVE

- 26.01(a) Subject to Clause 26.01(b) a Resident or Fellow who is required to:
- (i) attend to the temporary care for a sick family member living in the same household;
 - (ii) attend to the needs related to the birth of or adoption of his/her child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs related to home or family emergencies:
- may be awarded up to three (3) days paid family leave in any calendar year at the discretion of the Program Director.
- (b) In order to qualify for family responsibility leave, the Resident or Fellow shall:
- (i) provide as much notice to the employer as is reasonably possible;
 - (ii) provide to the employer valid reasons why such leave is required;
 - (iii) where appropriate and in particular with respect to dental and medical appointments, or meetings with school authorities, have endeavoured to a reasonable extent to schedule such events during off duty hours.

ARTICLE 27
TERMINATION OF EMPLOYMENT

27.01 Termination of Employment

Two (2) weeks written notice shall be provided regarding termination of employment by the employee unless otherwise reduced or eliminated by mutual agreement between the employer and the employee.

ARTICLE 28
DURATION

***28.01 Duration**

Subject to Article 22 and other specific clauses of this agreement, this agreement shall be in effect from date of signing until June 30, 2017, and thereafter from year to year unless either party gives notice in writing of termination or amendment of not more than sixty (60) days prior to the date of expiration.

ARTICLE 29
SEXUAL AND PERSONAL HARASSMENT

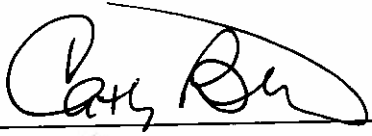
29.01 Sexual and Personal Harassment

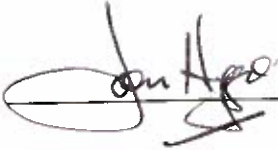
- (a) Both the Employer and the Association considers sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which sexual and personal harassment do not exist.
- (b) The Employer and the Association recognize the right of employees to work in an environment free from sexual and personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that sexual or personal harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.
- (c) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents, however minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment. Sexual harassment may involve favours, or promises of favours, or advantages in return for submission to sexual advances, or alternatively, the threat of reprisal for refusal. Sexual harassment can be expressed in a number of ways which may include:
- unnecessary touching or patting;
 - suggestive remarks or other sexually aggressive remarks;
 - leering (suggestive staring) at a person's body;
 - demand for sexual favours;
 - compromising invitations;
 - physical assaults.

- (d) Personal harassment is any behaviour by any person in the workplace that is directed at, or is offensive to, an employee, endangers an employee's job or academic standing, undermines the performance of that job or threatens the economic livelihood or academic standing of the employee. Personal harassment also occurs when an individual uses his/her authority or position, with its implicit power to undermine, sabotage or otherwise interfere with the career of another employee. Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual, or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, blackmail and/or coercion.

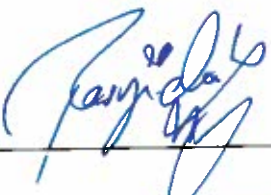
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

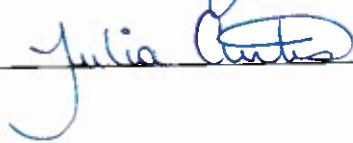
SIGNED on behalf of the Treasury Board representing her Majesty the Queen in Right of Newfoundland by the Honourable Cathy Bennett, President of Treasury Board and the Honourable John Haggie, Minister of Health and Community Services, in the presence of the witness hereto subscribing





SIGNED on behalf of the Professional Association of Internes and Residents of Newfoundland representing the Internes and Residents by its proper officers in the presence of the witness hereto subscribing





***SCHEDULE "A"**

SALARIES

Salary will be adjusted to achieve parity as of July 1, 2014 with PARI-MP (Nova Scotia) during the last two years of the collective agreement. Fifty percent (50%) of parity will be implemented as of July 1, 2015 and fifty percent (50%) as of July 1, 2016.

RESIDENTS AND FELLOWS				
	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
PGY - I	\$53,282	\$53,282	\$57,039	\$60,795
PGY - II	\$62,126	\$62,126	\$63,922	\$65,718
PGY - III	\$66,339	\$66,339	\$68,257	\$70,175
PGY - IV	\$70,734	\$70,734	\$72,779	\$74,823
PGY - V	\$75,495	\$75,495	\$77,678	\$79,860
PGY - VI	\$80,589	\$80,589	\$82,919	\$85,248
Fellow	\$83,325	\$83,325	\$86,855	\$90,384

SCHEDULE "B"

Employers which are party to this Agreement:

Eastern Regional Health Authority
Central Regional Health Authority
Western Regional Health Authority
Labrador-Grenfell Regional Health Authority

All Government of Newfoundland and Labrador operated Hospitals (represented herein by Treasury Board)

***SCHEDULE "C"**

The existing rates being charged for single accommodations for Residents and Fellows:

Western Memorial Hospital (Western Health Care Corporation) - free accommodation

M. J. Boylen Hospital - free accommodation

Avalon Health Care Institutions Board - free accommodation

Captain William Jackman Memorial Hospital - free accommodation

Sir Thomas Roddick Hospital - free accommodation

Dr. Charles L. LeGrow Health Centre - free accommodation

Springdale Hospital (Central West Health Corporation) - free accommodation

*International Grenfell Association Operated Hospitals - free accommodation

All Government of Newfoundland and Labrador Operated Hospitals (represented herein by Treasury Board) - free accommodation

February 23, 2016

Mr. Greg Kirby
O'Dea Earle
323 Duckworth Street
P.O. Box 5955
St. John's, NL A1C 5X4

Dear Mr. Kirby:

Re: 10.01 Kilometre Rate

With respect to Clause 10.01, if Government increases the kilometre rate paid to non-bargaining unit and management employees during the life of this Agreement, the rate will also apply to employees covered by this Agreement.

Sincerely,



Elizabeth J. Lane
Director, Collective Bargaining

February 23, 2016

Mr. Greg Kirby
O'Dea Earle
323 Duckworth Street
P.O. Box 5955
St. John's, NL A1C 5X4

Dear Mr. Kirby:

****Re: Sick Leave Accumulation***

Employees shall be eligible to accumulate sick leave at the rate of one (1) day per month.

Sincerely,



Elizabeth J. Lane
Director, Collective Bargaining

February 23, 2016

Mr. Greg Kirby
O'Dea Earle
323 Duckworth Street
P.O. Box 5955
St. John's, NL A1C 5X4

Dear Mr. Kirby:

****Re: Electronic Work Schedules***

The Professional Association of Internes and Residents of Newfoundland hereby confirms that it will take all necessary steps to ensure that designated officials of the Employer are granted online access to the work schedule of all Residents in the bargaining unit. Subject to the existence of errors made in the ordinary course of compiling the schedule, the schedule will be timely and accurate and will indicate the place of assignment and leave status of all Residents for the academic year.

Sincerely,



Elizabeth J. Lane
Director, Collective Bargaining

February 23, 2016

Mr. Greg Kirby
O'Dea Earle
323 Duckworth Street
P.O. Box 5955
St. John's, NL A1C 5X4

Dear Mr. Kirby:

****Re: Signage for Reserved Parking Spaces for Residents at the Health Sciences Complex***

Further to the requirements set out in Article 23.01(a)(iii), the Employer agrees to erect signage identifying the 5 parking spaces mentioned therein as reserved for the exclusive use of Residents providing home call between 1700 hours and 0800 hours Monday through Friday and all day Saturday and Sunday.

Sincerely,



Elizabeth J. Lane
Director, Collective Bargaining