

COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF SASKATCHEWAN  
(Hereinafter “the Employer”)

AND

**THE RESIDENT DOCTORS OF SASKATCHEWAN**  
(Hereinafter **RDoS** and/or “the Union”)

FOR THE PERIOD

JANUARY 1, 2015 TO DECEMBER 31, 2017

# COLLECTIVE AGREEMENT

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## COLLECTIVE AGREEMENT

BETWEEN: **THE RESIDENT DOCTORS OF SASKATCHEWAN** (hereinafter **RDoS** and/or “the Union”);

Party of the First Part

AND

UNIVERSITY OF SASKATCHEWAN (hereinafter “the Employer”)

Party of the Second Part

### DEFINITIONS

Academic is defined as items that deal specifically with the educational content of a program that is accredited by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada.

Administrative Resident refers to a resident who performs specific administrative functions for a particular residency training program under the supervision of the Program Director and in collaboration with the faculty and residents of that program.

Agreement refers to the Collective Agreement between the Employer and RDoS contained herein.

Associate Dean, Postgraduate Medical Education refers to the Associate Dean of Medicine responsible for postgraduate medical education in the College of Medicine, University of Saskatchewan.

Board refers to the Board of Governors of the Employer.

College of Medicine refers to the College of Medicine, University of Saskatchewan.

Council refers to the University of Saskatchewan Council.

Dean of Medicine refers to the Dean of Medicine, College of Medicine, University of Saskatchewan.

Employee refers to all postgraduate medical residents included within the scope of the certification order of the Saskatchewan Labour Relations Board.

Employer refers to the University of Saskatchewan.

He, him his usage of pronoun and pronominal adjectives indicating the male gender shall, whenever appropriate, include or refer to the female gender as well.

In-House Call refers to that period of duty during which the resident is required to remain in the hospital.

Out-of-House or Home Call refers to that period of duty in which the resident is allowed to leave the hospital premises, but be available to be called back to the hospital.

President refers to the President of the University or his designate.

Program Director refers to the individual responsible for overseeing and coordinating Residents' training within a certain specialty or subspecialty of medical training taught by the College of Medicine, University of Saskatchewan.

Resident refers to a postgraduate medical student/employee in the College of Medicine, University of Saskatchewan as described in Article 1.0.

University refers to the University of Saskatchewan as defined and described in The University of Saskatchewan Act and all amendments thereto.

Weekend is defined as **0800 Saturday to 0800 Monday**.

Work Week is defined as **0800 Monday to 0800 Saturday** inclusive.

## PREAMBLE

WHEREAS Residents are associated with the University of Saskatchewan, College of Medicine in order to achieve educational objectives established by the Employer in accordance with the College of Family Physicians of Canada and the Royal College of Physicians and Surgeons of Canada;

Residents provide valued professional services to patients in various health care facilities as well as providing teaching to medical students and fellow Residents whose medical knowledge and skill is at a lower level;

The parties hereto share a desire to provide excellent patient care, maintain and promote high professional standards, procure exemplary medical education and demonstrate a harmonious

employment characterized by collegial discussion, negotiation of terms of employment and, where appropriate, third party adjudication,

The Parties therefore enter into this collective bargaining agreement.

#### ARTICLE 1.0 – RECOGNITION AND DEFINITION OF A RESIDENT

1.1 The Employer recognizes RDoS as the sole and exclusive bargaining agent and representative of all Residents as defined in Article 1.5, training and working in Saskatchewan health care facilities, in matters relative to the non-academic terms and conditions of training and employment and, as well, for the purpose of negotiating and bargaining collectively and concluding collective agreements which set out those terms and conditions.

RDoS and the Employer recognize that the Provincial **Ministry** of Health is the primary source of financing medical resident training positions at the University of Saskatchewan, College of Medicine. RDoS and the Employer recognize and agree that there may be medical resident training positions approved in the College of Medicine that are financially sponsored by external agencies other than the Provincial Government. Applicants for these positions are required to be accepted for training as postgraduate medical students in the College of Medicine in accordance with the prevailing rules, regulations, policies and procedures of the College and the Employer. Persons appointed to these positions will be subject to this Collective Agreement with the exceptions noted below.

Two types of positions are recognized:

Type A - Those positions for which the external agency provides funds that provide for regular salary and benefits in accordance with this Collective Agreement; and,

Type B - Those positions whereby the salary and benefits provided to the Residents differ from this Collective Agreement.

It is recognized and agreed that all of the provisions of this Collective Agreement apply to externally funded Type A positions but that only non-monetary provisions of this Collective Agreement apply to Type B positions. The articles which do not apply to Type B Residents are listed in Appendix A.

RDoS and the Employer acknowledge and agree that Saskatchewan health care facilities are owned and operated by **the Saskatchewan** Health Authority and that those corporations have exclusive jurisdiction over such facilities. Consequently, RDoS and the Employer agree that this Collective Agreement cannot bind such **the Saskatchewan** Health Authority. It is further agreed that the Employer will engage in meaningful consultation with RDoS, pursuant to Article 6.1 of this Collective Agreement, to determine points of issue and/or disagreement with **the Saskatchewan** Health Authority

and their policies with respect to Residents, and will make every reasonable effort to resolve such issues and/or disagreements in a manner consistent with the terms of this Collective Agreement and the educational objectives of the College of Medicine. For greater clarity, the terms of employment, which are reasonably expected to be provided by **the Saskatchewan** Health Authority to Residents, are set out at Appendix 'B' of this agreement.

Residents agree to abide by all bylaws, rules and regulations, which are not inconsistent with this Collective Agreement, at any health care facility in which they may receive their training or employment.

1.2 RDoS, party of the first part, recognizes the Employer, party of the second part, as the sole and exclusive bargaining agent of the Employer.

1.3 No Resident(s) shall enter into or make a separate verbal or written agreement with **the Saskatchewan** Health Authority or successor Corporation, The College of Medicine, University of Saskatchewan or other training/employing organizations which may conflict with the terms of this Collective Agreement. Any change in any contract term of this Collective Agreement will not be effective unless it is made in writing and signed by the parties to this Agreement.

1.4 Union Security

All Residents must pay dues as a condition of employment whether or not they accept membership in the Union. The Employer agrees to deduct monthly and remit to the Union a proportionate amount of dues within twenty-eight (28) days of such deductions, together with a list of the Residents from whom the deductions were made each month.

It will be the Union's responsibility to advise the Employer of the amount to be deducted and to provide at least thirty (30) days notice of any change therein. The Employer will collect **personal contact information** from each Resident upon registration and forward it to the Union office forthwith.

The Employer shall not be responsible for collecting or remitting any dues for persons in a Residency program whose salary is paid directly by a sponsoring agency.

1.5 Generally, a Resident is any postgraduate physician trainee who:

- has received an MD degree;
- is on the Educational Register of the College of Physicians and Surgeons of Saskatchewan;
- is registered as a student in the College of Medicine, University of Saskatchewan;
- is engaged in a training/employment program in any specialty of the Royal College of Physicians and Surgeons of Canada leading to Specialist certification or is engaged in

- a training/employment program of the College of Family Physicians of Canada leading to a Family Medicine certification; and
- is an employee of the University of Saskatchewan or who is externally funded to take residency training at the University of Saskatchewan.

#### ARTICLE 2.0 – TERM OF AGREEMENT

- 2.1 This Agreement, unless modified by mutual consent, shall be in force and effect from and after January 1, **2015**, up to and including December 31, **2017**, and from year to year thereafter unless notice to negotiate revisions thereto is provided in writing. Any revisions in this Agreement shall be provided effective the date of signing unless otherwise stated.
- 2.2 Either party may, not less than thirty (30) days and no more than ninety (90) days before the expiry date hereof, give notice in writing to the other party to negotiate revisions to this Agreement. Unless otherwise mutually agreed, negotiations shall commence within sixty (60) days of the receipt of the notice.
- 2.3 No Resident involved in negotiations shall suffer any prejudice as a consequence of such involvement or activity in said negotiations. A claim that any such prejudice has occurred will be dealt with at Stage 2 of the grievance procedure.

#### ARTICLE 3.0 – PROCESS OF NEGOTIATIONS

- 3.1 Non-academic terms and conditions of training/employment shall be the subject of negotiations between representatives of RDoS and the Employer subject to the provisions of Article 1.1.
- 3.2 It is understood that hours of training/employment and exposure time with respect to in-house calls and out-of-house calls are to be considered academic in nature. Academic matters governed by, but not limited to, the Royal College of Physicians and Surgeons of Canada and the College of Family Physicians of Canada are not subject to negotiations under this contract. Notwithstanding the above, the parties have agreed to negotiate the provisions of Article 9.
- 3.3 It is understood and agreed between the parties that the College of Medicine determines, from time to time, its policies and procedures regarding assessment of postgraduate Trainees, that these policies and procedures are subject to amendment by the College of Medicine and that the content of such policies and procedures are not, nor will be, subject to negotiation nor to inclusion within this Collective Agreement by reference or inference as the case may be.

The parties do, however, agree that in the event a dispute arises as to whether a matter is academic (non-negotiable) or employment (negotiable) in nature, and provided that

the entire College of Medicine process has been exhausted, the final determination of whether or not its status is academic or employment may be referred to the Provost of the University of Saskatchewan. The Provost will follow his/her own procedure in deciding the matter and will, at a minimum, provide the Employer and the Union an opportunity to be heard on the matter. In the event that an alternate deliberative body is developed to assume this function, the parties will engage in meaningful consultation to agree upon an effective date for that body to replace the Provost as the decider of such disputes as to status of matters.

- 3.4 The parties agree that this Collective Agreement will be posted electronically on the Employer's web site, where it may be accessed by all interested parties. Electronic copies will also be provided to all stakeholders.
- 3.5 Letter of Appointment: The College of Medicine, University of Saskatchewan will send to each Resident a Letter of Appointment. The Letter of Appointment may be amended from time to time with the mutual agreement of the parties to the Collective Agreement.
- 3.6 A College of Physicians and Surgeons of Saskatchewan Registration Form will be forwarded to the incoming or continuing Resident. This form must be processed prior to the commencement of training/employment.
- 3.7 Discrimination and Harassment

Residents are covered under the Employer's Discrimination and Harassment Prevention Policy and Procedures. It is agreed that a Resident must exhaust that Policy before resorting to external avenues as may exist.

#### ARTICLE 4.0 – INTEREST ARBITRATION AND ESSENTIAL SERVICE PROVISION

- 4.1 The parties agree that there will be no strike or lockout at any time so long as this Collective Agreement is in force, including such periods of renegotiation as may occur from year to year.
- 4.2 The parties agree that in recognition of the important role played in the delivery of medical services by RDoS members, Article 4 represents the Essential Services Agreement required under the provisions of *The Public Service Essential Services Act*.
- 4.3 In the event that the parties have bargained collectively for the renewal of this Agreement and cannot conclude such renewal, either party may refer all outstanding issues to an interest arbitrator whose determination of the same shall be final and binding upon the parties. Notwithstanding such reference, nothing shall preclude the parties from additional discussions up to and including the conclusion of a new Collective Agreement.

- 4.4 Once a party has invoked the interest arbitration protocol, it is agreed and understood that the parties will forthwith request the assistance of a mediator from the Provincial Ministry of Labour Relations and Workplace Safety (or its successor) to develop the list of issues which will be referred to interest arbitration. The parties agree to make their best efforts to expedite this process. All matters tentatively agreed in negotiations will remain tentatively agreed and will form the balance of the renewed Collective Agreement at the conclusion of the arbitration process.
- 4.5 The parties will, prior to mediation, begin discussions on naming the arbitrator. Once the mediation process has concluded, if no agreement has been reached on an arbitrator, the Chairperson of the Labour Relations Board will appoint the arbitrator. The arbitrator's jurisdiction will be limited to the matters listed by the parties via mediation. The arbitrator shall determine the procedure to be followed, but in so doing shall afford the parties a full opportunity to make their submissions on the issues submitted. The arbitrator shall render a decision as soon as reasonably practicable but in any event within one hundred and eighty (180) days of the close of the arbitration hearing.
- 4.6 The parties agree to share equally the arbitrator's account for services rendered. The parties will pay their own expenses.

#### ARTICLE 5.0 – NO STRIKE / NO LOCKOUT

- 5.1 There shall be no strike, slow-down, or other interruption of training/employment in any form on the part of RDoS or any Resident represented by RDoS during the term of this Collective Agreement.
- 5.2 There shall be no lockout by the Employer during the term of this Collective Agreement.

#### ARTICLE 6.0 – UNION-MANAGEMENT RELATIONS

The parties to this Agreement recognize that their relationship is complicated by the fact that the Employer is first and foremost an educational institution, and that the facilities in which Residents train and work are the property of health corporations not party to this Agreement. Because the Employer cannot compel such corporations to comply with this Agreement, and because the Union must have a forum to address the terms and conditions under which its members are employed, the parties have committed to the following union-management protocols:

##### 6.1 Phase One: Emergent Issues Discussion

Where a concern arises relating to actions, policies or directions of a Regional Health Authority, and time is of the essence, collegial discussions should be undertaken as soon

as possible between the designated representatives of the Union and the College of Medicine's officials in the following order:

1. Program Director
2. Associate Dean, Postgraduate Medical Education
3. Dean of Medicine (or designate)

In this Phase, the intention of the parties is to identify issues and seek the assistance of the College of Medicine (COM) in clarifying/correcting/resolving the issue(s). It is understood that the COM will engage the relevant Regional Health Authority (RHA) in an effort to achieve a timely result and that such result will be reported back to the Union as soon as practicable.

Matters referred to Phase One are not subject to the grievance procedure provided in this Agreement.

## 6.2 Phase Two: JCC – Evolving Issues Within University Jurisdiction

A Joint Consultative Committee (JCC) shall be established with a maximum of four (4) members appointed by each of the Employer and the Union. The JCC shall meet **at the request of either party**. There will be no requirement as to quorum so long as each party to this Agreement is represented. There will be no voting, and each party is responsible for its own notes. Where possible, agenda items should be shared in advance of the actual meeting. The goals and objectives of the JCC shall include:

- establishment of a forum for the collegial exchange of information and ideas
- the review of matters of mutual concern
- discussion as to whether an issue is or is not academic in nature
- other matters of concern raised by either party

While the JCC shall not be a forum for the discussion of grievances, per se, matters originally raised in Phase Two may be elevated to the grievance procedure in Phase Three by either party provided that this is done in writing within thirty (30) days of the date of the JCC discussion of the same and that the matters relate to the alleged violation of one (1) or more provisions of this Agreement.

## 6.3 Phase Three: Grievance Procedure – Contractual Disputes

A dispute regarding the application or interpretation of this Agreement with respect to non-academic matters, or a contention that formal discipline has been applied without just cause may be referred by a Resident, through the Union, to the grievance procedure. The Union or the Employer may also commence a policy grievance regarding a matter of general application or interpretation. A Resident shall have the right to Union representation at any stage of the grievance procedure.

### 6.3.1 Step One: Initiation of Grievance

A written statement of grievance must be filed within thirty (30) calendar days of the date of occurrence of the matter which gives rise to the complaint or when the JCC has completed discussion of the matter as the case may be. The Union shall file such grievance with the Associate Dean, Post-Graduate Medical Education, or designate. The Employer shall file such grievance with the President or **Chief Executive Officer** of the Union. The party receiving a grievance shall have fourteen (14) calendar days to respond. In the event no response is forthcoming, the grievance will advance to the next step.

### 6.3.2 Step Two: Review

If the party that initiated the grievance considers the response of the other party unsatisfactory, the matter may be referred to Step Two, where a review meeting or meetings will occur, commencing within thirty (30) days of such reference. The meeting or meetings will involve, at a minimum, the Associate Vice-President, Human Resources of the Employer and the President of RDoS, or their designates. Every effort will be made to negotiate a settlement to the grievance.

If the grievance cannot be resolved, either party may refer the matter to arbitration within thirty (30) days of the last Step Two meeting relating to it.

### 6.3.3 Step Three: Arbitration

Failing resolution of a grievance at Step Two, the matter may be referred to arbitration by means of written notice from the referring party to the other party. The appropriate representatives to receive such notice shall be the Associate Vice-President, Human Resources and the President of the Union respectively. The notice shall contain at least one (1) proposed arbitrator to hear and decide the matter. The party receiving the notice shall respond with agreement to a proposed arbitrator, or, alternatively, the name of one (1) or more proposed arbitrator(s). In the event that the parties are not able to reach agreement upon an arbitrator within thirty (30) calendar days from the giving of the notice, either party may request that the Chair of the Saskatchewan Labour Relations Board appoint an arbitrator.

No person who has a pecuniary interest in the arbitration or has acted as solicitor or counsel to either party within twelve (12) months of the date of the grievance shall be eligible to act as arbitrator. The parties will equally share the expenses and fees relative to the arbitration hearing, and each will bear their own costs as to representation and witnesses.

The arbitrator shall determine the procedure to be followed but in so doing will afford the parties a reasonable opportunity to present sworn evidence as well as argument. The arbitrator shall have no jurisdiction to amend, alter, enlarge, reduce or modify this Agreement, or to render any academic judgment. The arbitrator shall hear and

determine the dispute and issue whatever decision is deemed just and equitable, such decision being final and binding upon all parties involved, subject only to judicial review by the Court of Queen's Bench. It is expected that the arbitrator will render a written decision within one hundred and eighty (180) days of the hearing.

All time limits in this procedure may be extended by mutual agreement of the parties, reduced to writing. Officers of the Union and, where applicable, a grievor represented by the Union, shall be allowed reasonable and necessary time off without loss of pay to attend meetings relating to a grievance. This provision does not extend to arbitration hearings or proceedings before the Labour Relations Board or the Courts.

No Resident shall suffer any prejudice as a consequence of recourse to this grievance procedure. A complaint that any such prejudice has occurred shall be commenced at Step Two of this procedure.

#### ARTICLE 7.0 – SALARY CLASSIFICATION

- 7.1 It is agreed that the level to be paid each Resident shall be the responsibility of the Associate Dean, Postgraduate Medical Education, College of Medicine, acting on the recommendation of the appropriate Program Director. The classification for remuneration of Residents shall conform with the level of their approved training as recognized by the Royal College of Physicians and Surgeons of Canada, or the College of Family Physicians of Canada.
- 7.2 A Resident who transfers into another program shall receive credit for previous training in terms of the number of completed years of approved training according to the requirements and regulations of the program to which he/she is transferring as defined by the Royal College of Physicians and Surgeons of Canada, or the College of Family Physicians of Canada.
- 7.3 Subject to the considerations established in Article 7.1 and 7.2, remuneration levels for Residents will be defined as follows:
  - 7.3.1 Postgraduate Year 1 refers to medical graduates in the first year of a program as determined by the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.
  - 7.3.2 Postgraduate Year 2 refers to all residents in the second year of a program as determined by the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.
  - 7.3.3 Postgraduate Year 3 refers to all residents in the third year of a program as determined by the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.

- 7.3.4 Postgraduate Year 4 refers to all residents in the fourth year of a program as determined by the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.
- 7.3.5 Postgraduate Year 5 refers to all residents in the fifth year of a program as determined by the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.
- 7.3.6 Postgraduate Year 6 refers to all residents in the sixth year of a program as determined by the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.
- 7.4 Residents may not be reclassified to a lower pay level during an appointment without just cause.
- 7.5 Residents shall advance at least one (1) pay level for each successfully completed postgraduate training year, subject to the provisions of Articles 7.1 and 7.2.

#### ARTICLE 8.0 – SCALES OF REMUNERATION

- 8.1 Effective January 1, **2015**: increase all levels by **1.4%** retroactive to any Resident in Program **at the time**;

Effective January 1, **2016**: increase all levels by **1.4%** retroactive to any Resident in Program **at the time**; and

Effective January 1, **2017**: increase all levels by **1.4%** retroactive to any Resident in Program **at the time**.

<u>PAY LEVEL</u>	<b>1-Jan-15</b>	<b>1-Jan-16</b>	<b>1-Jan-17</b>
PGY1	<b>\$57,609</b>	<b>\$58,416</b>	<b>\$59,234</b>
PGY2	<b>\$62,827</b>	<b>\$63,707</b>	<b>\$64,599</b>
PGY3	<b>\$68,040</b>	<b>\$68,993</b>	<b>\$69,959</b>
PGY4	<b>\$73,231</b>	<b>\$74,256</b>	<b>\$75,296</b>
PGY5	<b>\$78,384</b>	<b>\$79,481</b>	<b>\$80,594</b>
PGY6	<b>\$83,524</b>	<b>\$84,693</b>	<b>\$85,879</b>

#### **8.2 Clinician Investigator Program**

**Residents enrolling in the Clinician Investigator Program (CIP) at the successful completion of a postgraduate year are entitled to receive the normal PGY salary advancement for completing the previous PGY level. Residents enrolled in CIP will**

then remain at the same PGY level for the duration of their enrolment in CIP. Upon completion of the Clinician Investigator Program, the resident will return to their home program, at the same PGY level they held during CIP, to complete training, progressing normally on the salary scale.

Residents enrolling in the CIP in the middle of a postgraduate year will enter CIP at their current PGY salary level. Their next salary increase will align with completion of a PGY level in their home program.

8.3 A Resident designated as Administrative Resident by the appropriate Program Director shall earn stipends and enjoy paid Administrative time for duties as defined in the Resident Handbook based on the following provisions:

- 15 or fewer Residents in Program = minimum 0.5 day per month
- 16 or more Residents in Program = minimum 1.0 day per month
- **\$164.33** annually per Resident in Program
- Effective January 1, **2016** – **\$166.63** annually per Resident in Program
- **Effective January 1, 2017 – \$168.96 annually per Resident in Program**
- Where a Resident is designated for a partial year or where two (2) or more Residents share the designation, the annual stipend and allotted time shall be prorated.
- Stipends will be paid at the end of December based on the Program census as of October 15 that year, and at the end of June based on the Program census as of April 15 that year.

8.4 Employment Insurance Rebate

So long as there continues to be an Employment Insurance Rebate program in force, and so long as the Employer continues to qualify for same, the Employer agrees to pay the per employee share of such rebate to the Union as, and if, required by the Rebate program.

## ARTICLE 9.0 – SCHEDULING AND CALL

9.1 On-Call Stipends

Tier 1 (Home Heavy):

Effective January 1, <b>2015</b>	<b>\$105</b> per duty period
Effective January 1, <b>2016</b>	<b>\$106</b> per duty period
<b>Effective January 1, 2017</b>	<b>\$107</b> per duty period

Home Heavy call defined as:

- A home call where during the period of 5:00 pm and 8:00 am, the resident has to spend more than 4 hours after 5:00 pm and/or 2 hours after midnight out of

home (i.e., in the hospital) more than 50% of the time and over a given call period.

- A home call during a weekday or stat holiday, where the resident has to spend 12 hours or more during a 24-hour period in the hospital more than 50% of the time over a given call period.

*Please note that every hour in the hospital after midnight will count as 2 hours for the calculation.*

*This formula is used to determine the call designation for each specific program and each specific call period.*

Tier 2 (Home Light):

Effective January 1, <b>2015</b>	<b>\$68</b> per duty period
Effective January 1, <b>2016</b>	<b>\$69</b> per duty period
<b>Effective January 1, 2017</b>	<b>\$70 per duty period</b>

Any on call not meeting the above definition is Home Light.

In House:

Effective January 1, <b>2015</b>	<b>\$158</b> per duty period
Effective January 1, <b>2016</b>	<b>\$160</b> per duty period
<b>Effective January 1, 2017</b>	<b>\$162 per duty period</b>

NO CONVERSION SHALL APPLY

#### In-House Call Duty

- 9.2 Both parties hereto accept that, in order to provide adequate service and care to patients and to enhance the medical education of Residents and so facilitate the realization of their educational objectives, that duty hours be limited to provide a balance of patient care, clinical experience and academics. No Resident will be required to do more than 1 in 4 in-house call averaged over an academic rotation. The duty period referred to is from 1700 - 0800 hours Monday through Friday, and 0800 - 0800 hours Saturday, Sunday and statutory holidays. This duty period shall be referred to as "in-house-on-call" duty. Stipends will be pro-rated where call periods worked are less than provided herein.

Exceptions, based on academic need or exceptional situations, will be monitored by RDoS and the College of Medicine. Where concerns arise, discussion will be held at a Joint Consultative Committee meeting.

- 9.3 In the event that a Resident performs In-House call duty in excess of 1 in 4 by assignment, such work will be paid at the **following** rates:

In-House Excess Call Rates	1-Jan-15	1-Jan-16	1-Jan-17
<b>Weekday (periods from 1700 to 0800 hours on weekdays)</b>	<b>\$185</b>	<b>\$188</b>	<b>\$191</b>
<b>Weekend (periods from 0800 to 0800 hours on weekends)</b>	<b>\$237</b>	<b>\$240</b>	<b>\$243</b>

There will be no prorating of these amounts for partial duty periods. Extension of hours pertaining to a critical medical situation or completion of training or service requirements will also not be considered. In-House-on-call duty periods that result from any leave of absence granted to **the** Resident pursuant to this Collective Agreement will also not be considered. **Extra rotations in excess of the principle of one (1) in four (4) averaged over an academic rotation will be voluntary and must have the mutual consent of the Resident and the Program Director.**

#### ICU/CCU

- 9.4 **No resident will be required to do more than one (1) in four (4) ICU/CCU call averaged over an academic rotation.**

In the event that a Resident works 24 hours on/24 hours off ICU/CCU, rotations in excess of the principle of one (1) occasion in **four (4) days averaged over an academic rotation**, he/she will be paid a stipend of **\$185** (effective January 1, **2016** increase to **\$188; effective January 1, 2017 increase to \$191**) per occasion. There will be no prorating of this stipend, and partial duty periods will not be considered. Extended hours resulting from a critical medical situation or completion of training or service requirements will not apply.

For the purposes of determining the remuneration for rotations in excess of the principle of one (1) in **four (4) averaged over an academic rotation**, the calculation will not include rotations that result from the granting of education leave, examination leave, compassionate leave, paternity leave, and the six (6) days off during the Christmas/New Year's period to other residents on the service. With the agreement of the Program Director or the Administrative Resident where this duty has been delegated by the Program Director, the existing practice whereby residents may interchange duty hours amongst themselves is recognized, provided that adequate patient care is provided. Additional remuneration will not be provided in such cases. Permission for such interchange will not be unreasonably withheld, but consecutive twenty-four (24) hour shifts will never be considered. The reason for the rotation in excess of the principle of one (1) in **four (4) averaged over an academic rotation** must be clearly defined so as to be able to determine that the Resident doing the excess rotation is to be remunerated.

Extra rotations in excess of the principle of one (1) in **four (4) averaged over an academic rotation** will be voluntary and must have the mutual consent of the Resident and the Program Director.

9.5 Out-of-House Home Call Duty

No Resident will be required to provide more than one (1) in three (3) call averaged over an academic rotation.

General

9.6 A Resident will be scheduled to work a reasonable number of hours. The training/employing organizations will undertake to limit the average number of hours, having due regard for sound patient care and treatment, and the educational requirements of the Resident's program.

9.7 Residents who are not on call may be contacted and invited to participate in a case. However, except in the event of an emergency of qualified medical personnel not being available, all residents will be free to decline such invitations.

Residents who are not scheduled to be on call will not be expected to attend rounds on Saturdays and Sundays that are for service purposes only. However, this does not preclude the scheduling of teaching sessions on weekends, which Residents will be expected to attend.

9.8 Limitations on Work Periods

9.8.1 Home Call

Residents are to be relieved of clinical responsibilities after twenty-six (26) hours from the previous day's start time on the first post-call day at the Resident's professional discretion at such point as they feel their ability to safely care for patients may be compromised.

9.8.2 In-House Call

A Resident who is required to provide care of a continuing or intensive nature shall be relieved after patient care handover. Patient care handover shall commence at the 24<sup>th</sup> hour and not exceed two (2) hours. No new clinical duties shall be assigned or undertaken after twenty-four (24) hours barring emergent circumstances. The Resident shall resume work on regularly scheduled hours the subsequent work day.

9.8.3 Call schedules for each service shall be posted covering a one (1) month period, and, they shall be posted not less than four (4) weeks in advance of the beginning of the scheduled period on appropriate departmental bulletin boards. Copies will be distributed to the appropriate Resident. With the agreement of the Program Director or

the Administrative Resident where this call has been delegated by the Program Director, the existing practice whereby Residents may interchange call hours amongst themselves is recognized, provided that adequate patient care is provided. Permission for such interchange will not be unreasonably withheld.

- 9.9 In the event that a particular service or elective period does not have on-call duty periods, the Resident shall not be re-allocated to do on-call duty periods on another duty service unless a traditional combination of more than one (1) service on-call block applies. The foregoing shall not mean that the Postgraduate Program shall be precluded from the implementation of new call arrangements in the furtherance of educational objectives to meet changing needs or new programs.

Persons on a service with on-call duties will not be available for on-call duties on another service (be the call in-house or out-of-house on either service).

**9.10 Department of Internal Medicine Clinical Teaching Unit (Hereinafter “CTU”) Senior Night Float**

**9.10.1 PGY3 residents on CTU call are considered CTU Senior Night Float.**

**The night float periods will be as follows:**

<b>Saturday Night</b>	<b>7:30 p.m. until 7:30 a.m.</b>
<b>Sunday Night</b>	<b>7:30 p.m. until 7:30 a.m.</b>
<b>Monday Night</b>	<b>7:30 p.m. until 7:30 a.m.</b>
<b>Tuesday Night</b>	<b>7:30 p.m. until 7:30 a.m.</b>
<b>Wednesday Night</b>	<b>7:30 p.m. until 7:30 a.m.</b>
<b>Thursday Night</b>	<b>7:30 p.m. until 7:30 a.m.</b>

**Senior residents will come to work at 7:30 p.m. to perform bedside teaching with two junior residents on-call, will stay in-house until at least 11:30 p.m., and will then be on home-call until 7:30 a.m. for CTU senior consults.**

**Senior residents will do one or two weeks of nights consecutively for two to four weeks during their senior year.**

**Senior residents are first call from Emergency and will distribute consults between two take residents.**

**Senior residents on-call during the day would cover on-call consults until 7:30 p.m. This would be twice a week for RED and BLUE seniors and once a week for SILVER seniors.**

**Seniors on subspecialty and CTU will cover Friday night call, Saturday call, and Sunday day call.**

**9.10.2 Residents will be paid the home-heavy stipend and will not be entitled to the excess of 1 in 4 call stipend.**

**9.10.3 The call stipend for Sunday will be prorated between the day and night resident.**

**9.11 Department of Ophthalmology Call Scheduling**

**The Ophthalmology residency program is considered home heavy call and is paid a home heavy stipend.**

**Call will not exceed one (1) in three (3) averaged over a three-month rotation, even in cases of prolonged resident absence. Remaining call will be covered by staff.**

**Call periods will be scheduled with one resident covering home heavy call for the period of either Monday through Thursday night consecutively, with post-call days available at the resident's professional discretion OR Friday through Sunday night consecutively, with post-call days available at the resident's professional discretion.**

9.12 Program Directors will make copies of all duty schedules available to RDoS through the secretarial staff with the assistance of the Administrative Resident.

Vacation time, sick leave and leave of absence for any purpose shall not be regarded as time available for on-call duty periods; rather, the number of duty periods shall be prorated to the number of days actually worked. (Articles **12.0** and **13.0**)

9.13 Other than in exceptional circumstances, no Resident shall be selected to be on call for more than two (2) out of three (3) consecutive weekends. Once in every three (3) week cycle, a Resident must have from the end of the regular working day on Friday until the start of the working day on Monday morning free from clinical responsibilities. The onus is on the Resident to notify the upcoming rotation coordinator at least **five (5)** weeks in advance in order to accommodate scheduling, so that the Resident will not be required to work more than two (2) out of three (3) consecutive weekends when changing rotations. If the Resident does not have his/her upcoming schedule at least four (4) weeks in advance, the Resident should immediately notify the relevant schedulers who will then be responsible for aligning the two (2) call schedules so that they do not violate the two (2) out of three (3) rule.

9.14 In the interest of patient safety and Resident well-being, neither party encourages consecutive twenty-four (24) hour call. However, it is recognized that residents may on occasion choose to do consecutive twenty-four (24) hour call on certain services. With the approval of the appropriate program committee(s), Residents assigned to those services may opt to accept sequential twenty-four (24) hour call periods. This option must be exercised prior to preparation of call schedules.

ARTICLE 10.0 – PROVISION OF PHLEBOTOMY / ELECTROCARDIOLOGY SERVICES

10.1 The provision of phlebotomy and electrocardiology services will only be done to fulfill educational objectives as determined by the Residency Program Director in consultation with the Residency Program Committee.

ARTICLE 11.0 – STATUTORY HOLIDAYS

11.1 Statutory Holidays include:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

11.2 Residents who are scheduled to, and do work (for in-house or out-of-house call) on a statutory holiday or any portion thereof shall be entitled, in addition to their regular day's pay to:

- payment at the rate of one-half (1/2) times the normal day's pay plus a paid day off
- payment at the rate of one and one-half (1 1/2) times the normal day's pay with no paid day off, subject to the mutual agreement between the Resident and Program Director
- this benefit will be prorated on the basis of an eight (8) hour day if a resident is on call for less than eight (8) hours on a statutory holiday

11.3 Requests for paid time off in lieu of being on duty the day of the statutory holiday must:

- be submitted to the College of Medicine within a thirty (30) day period before or after the day of the statutory holiday
- be shown explicitly on the duty schedule

11.4 For the purpose of pay calculation, one (1) day's pay is calculated as follows:

$$\frac{\text{current annual rate (ref. Art. 8.1)}}{261 \text{ normal duty days}} = \text{normal daily rate of pay}$$

11.5 Premium pay for being on duty the day of a statutory holiday shall be paid for the actual calendar day, and shall not be paid for any alternate named day.

- 11.6 If a statutory holiday falls on a Resident's regularly scheduled day off or during the vacation period, such Resident shall receive an additional day off with pay. Such day off shall be shown explicitly on the duty schedule.
- 11.7 Subject to patient care requirements as determined by the College of Medicine, Residents will receive six (6) consecutive calendar days off duty with pay in lieu of the Christmas and New Year's Day statutory holidays. Any additional time off contiguous with the six (6) days shall be at the discretion of the College of Medicine. **Residents who are post call on their first of six (6) consecutive calendar days off will receive an additional day in lieu, provided they were receiving only six (6) consecutive days off.**

It is agreed and understood that this provision takes advantage of the traditional seasonal slowdown in health services to afford Residents with a period of rest and reflection away from their regular duties between December 20 and January 5. The Employer will attempt to accommodate the interests of Residents in the observation of their religious holidays. Accommodation of religious holidays which are in addition to the holidays provided for in the Collective Agreement will be taken as Vacation Leave (Article 12.0), day in lieu of statutory holiday worked (Article 11.2), Family or Personal Responsibility Leave (Article 13.8).

There shall be no additional payment or time off for Residents who have worked on any statutory holiday between December 20 and January 5, provided they have received their six (6) day block as described above. The parties recognize that this provision represents a special situation and that regular work week and weekend is to be maintained in the duty schedule prior to and/or after the six (6) day block. Residents and Program Directors will mutually determine the necessary adjustments to duty schedules to implement this clause in a manner consistent with Article 9.

11.8 On-Call Duty on the Middle Day of a Long Weekend

Where a Resident is scheduled for the middle day(s) of a long weekend, this person is entitled to a paid day(s) off. The paid day off must be arranged with the Program Director (or the Administrative Resident where this authority is delegated by the Program Director).

The on-call period on the middle day is defined as 0800 to 0800. Any Resident who works a minimum of eight (8) hours (in-house or out-of-house) on the middle day is entitled to a day off. When the middle day overlaps the statutory holiday from 2400 hours to 0800 hours, the Resident is entitled to claim the greater of the two (2) benefits. The Resident shall be entitled to claim only one (1) benefit in a twenty-four (24) hour period.

Paid **or accrued** days off must be taken before the **end of the academic year in which they were accrued or be paid out.** Christmas Day and New Year's Day will not be considered in granting any paid day off.

## ARTICLE 12.0 – VACATION LEAVE

- 12.1 Each Resident shall receive, during each year of Residency training, four (4) calendar weeks of paid annual vacation. This is equivalent to twenty (20) regular working days. **Vacation leave is not required for activities which are considered normal aspects of a residency program such as teaching and college mandated education.**

Vacation leave will be arranged such that any instance in which five (5) or more regular working days are taken consecutively, Residents will not be placed on call the weekend directly before or after, and also, any weekend(s) which falls within the vacation period. **Clinical duties will end at the end of the regular working day on Friday, no later than Friday midnight.**

- 12.2 A Resident with an appointment period of less than one (1) year shall earn and receive vacation time at the rate of one and two-third (1 2/3) days per calendar month or major portion thereof.
- 12.3 A Resident shall receive regular pay in lieu of any vacation leave remaining at the end of an **academic year** if, for any reason, it was not possible to take the vacation leave within the **academic year**. Alternatively, if a consecutive appointment is being made, unused vacation leave to a maximum of two (2) weeks may be carried over to the following year with the approval of the Program Director.
- 12.4 Where practicable, vacation leave must be approved at least two (2) weeks ahead of the commencement date. Program Directors will not unreasonably deny vacation requests.
- 12.5 The vacation period will be July 1 - June 15 with exceptions at the discretion of the Program Director.
- 12.6 If a Resident becomes seriously ill, seriously injured, or hospitalized during a period of vacation leave, the Resident may apply to the Employer through the Office of Postgraduate Education to have the period of vacation leave replaced by sick leave. The Resident shall provide documentation to support the claim. If the request is approved, the period of vacation so displaced shall be reinstated for use as vacation and scheduled in the normal manner.

## ARTICLE 13.0 – PAID AND UNPAID LEAVE OF ABSENCE

### 13.1 Sick Leave

Residents shall, upon commencement of training/employment, be credited with fifteen (15) days sick leave. In the second (2<sup>nd</sup>) and subsequent consecutive year(s) of training/employment, sick leave shall be earned and credited at the rate of one and one-quarter (1 1/4) days per month of training/employment to a maximum of seventy-five (75) working days.

A Resident who is appointed for a term of less than one (1) year shall receive a pro-rata Sick Leave credit upon commencement based on the one and one-quarter (1 1/4) days per month of appointment.

A Resident shall provide evidence of such illness or disability as reasonably required by the Program Director. Residents shall notify the Program Director or the Program Director's office when absent due to illness.

### 13.2 Compassionate Leave

Compassionate leave with pay shall be granted to a maximum of three (3) days to attend to arrangements upon the death or serious illness where death is imminent of a spouse, common law partner, fiancé/fiancée, father, mother, child, brother, sister, mother or father-in-law, grandparent, legal guardian, or legal ward. An additional two (2) days with pay may be granted by the Program Director for travel purposes.

### 13.3 Maternity/Paternity Leave

#### 13.3.1 Maternity/Parental Leave

Maternity/Parental leave shall be provided pursuant to ***The Saskatchewan Employment Act***. The first five (5) days of a parental leave shall be with pay, provided that they are taken on consecutive week days within thirty (30) days of the date of birth or adoption. Written application for Maternity/Parental Leave must be submitted to the Resident's Program Director as soon as reasonably possible, but in any event not less than four (4) weeks prior to the planned start date of such leave.

If the condition of a pregnant Resident so justifies, that Resident shall, upon submission of a medical certificate signed by a medical doctor have duties amended to meet the medical requirements. On call and night shifts will cease at 28 weeks of gestation unless the employee provides a medical note allowing them to continue with those duties. The inability to do call shall not be used to justify a demand that the employee cease work.

#### 13.3.2 Supplementary Employment Insurance Benefit

Residents granted Maternity Leave will receive the difference between the Employment Insurance (EI) benefit they receive relative to their pregnancy and 90% of their regular salary during the EI benefit period as a supplement. It is agreed that in such circumstances, the Resident's total earnings (all sources) cannot exceed 95% of pre-maternity earnings. Regular weekly earnings for purposes of administration of this clause will be determined by dividing the Resident's annual pay rate in effect on the last day worked prior to commencement of the leave by 52.14. The Employer's obligation for payment of this supplement shall not extend beyond the period of the contracted appointment if the Resident has completed her requirements as set out by the relevant accrediting body.

### 13.3.3 Continuity of Employment Benefits

Accumulated sick and vacation leave as of the date Maternity/Parental leave commences shall be retained but will not accumulate during the period of Maternity/Parental leave.

Group Life and Long Term Disability insurance shall be continued as was the case prior to this leave subject to any conditions set by the underwriters.

Dental and Extended Health Insurance may be maintained provided the Resident pays all required premiums during this leave. **The University will notify Residents of the options and costs of continuing benefits during a Maternity/Parental leave.**

### 13.4 Education Leave

Residents shall be entitled to paid leave to attend educational events at their discretion, which are relevant to their academic program, recommended by their Program Director and approved by the Associate Dean of Postgraduate Medical Education. The leave available shall be a minimum of seven (7) and a maximum of twelve (12) calendar days per year inclusive of travel time and shall not accumulate from year to year. **College mandated education or training is considered part of the residency program and therefore does not require the use of education leave.**

Residents approved for Education Leave shall be expected to provide a report on their educational activity to their colleagues and Program Director.

### 13.5 Examination Leave

A Resident shall receive paid leave to sit the following examinations:

- **Medical Council of Canada Qualifying Exam Part I (MCCQE I)**
- **Medical Council of Canada Qualifying Exam Part II (MCCQE II)**
- College of Family Physicians of Canada certification
- Royal College of Canada certification

The period of paid leave shall comprise the following: the day prior to outbound travel, the day of outbound travel, one (1) or two (2) days as required to attend the actual examination, and one (1) day for return travel. **When travel is not required, the period of paid leave shall comprise of the day prior to the exam, and one (1) or two (2) days as required to attend the actual examination.**

Leave of absence for any other certification examinations will be granted at the discretion of the Program Director and consistent with the above considerations as to duration.

Residents will not be scheduled on call three (3) weeks prior to **each of** their written **and** oral components of their Royal College Subspecialty Exam or College of Family Physician Exam. The remaining week of the twenty-eight (28) day rotation will not incur additional on call as a result.

13.6 Leave for any reason specified in Articles 13.1 to 13.5 inclusive shall not be deducted from regular vacation entitlement.

13.7 Moving Leave

Residents shall be entitled to a minimum of thirty-six (36) consecutive hours leave **immediately prior to the commencement of a training program or elective which requires a move** from one (1) location to another.

13.8 Family or Personal Responsibility Leave

Upon request a resident may be granted leave with pay for up to two (2) days in any **academic** year. This leave is intended for situations that need to be attended to but may or may not normally be scheduled in advance. In emergent situations, the Resident will inform their supervisor as soon as possible regarding the need to take such a leave. In non-emergent situations, the Resident shall consult in advance with their Program Director. **Requests may be denied for operational reasons.**

ARTICLE 14.0 – DISABILITY PAY

If a resident is disabled as a direct result of duties as prescribed by the resident's Program Director, and if the Worker's Compensation Board finds that the disability is compensable, the Employer, agrees to provide the difference between the Worker's Compensation Board payments and full salary to the end of the resident's contract period or for six (6) months, whichever is the greater.

ARTICLE 15.0 – INSURANCE

15.1 Liability Insurance (CMPA)

All Residents working within Saskatchewan are to be covered by CMPA for liability insurance. The Employer agrees to pay one hundred percent (100%) of the cost of CMPA coverage for all Residents, excluding Type B Residents. It is understood that the type of coverage provided under this benefit will not include work performed outside the Resident's normal Program, aka 'moonlighting'.

## 15.2 Personal Property Losses or Damage

Personal property loss or damage occurring in the course of a Resident's Program duties shall be replaced or repaired at the Employer's expense to a maximum of **\$200 per academic year** less any amounts first paid by WCB and/or the Health Authority. Any incident giving rise to such a claim must be reported in writing to the Program Director and the Health Authority within five (5) days of occurrence, or no claim will be allowed.

## 15.3 Disability Insurance

15.3.1 Residents who enroll in the RDoS/SMA Group Disability Plan shall receive disability income protection in accordance with the terms of that Plan.

15.3.2 Basic Disability Insurance will be available to all Residents who qualify and to whom regular remuneration is paid by the Employer. The Employer shall pay the premium cost of each Resident enrolled in the Plan.

15.3.3 The total premium cost to the Employer shall not exceed an amount equal to 1.5% of the collective remuneration of all Residents enrolled in the RDoS/SMA Group Disability Plan during the time they are covered by said Plan during the life of this Collective Agreement. Calculation of such collective remuneration shall only include the scales provided in Article 8.1. In the event the actual premium is less than 1.5%, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the 1.5%.

The Employer specifically disclaims any responsibility to pay any premium shortfall which may ensue. In the event that the future cost of Disability Insurance premiums exceeds the 1.5% cap, the Employer will provide notice to the Union and its members that the shortfall will be borne immediately by employees eligible to participate in the RDoS/SMA Group Disability Plan until the terms of said Plan may be adjusted.

15.3.4 Payment of premiums by the Employer will be made only in relation to Residents to whom regular remuneration is paid by the Employer.

## 15.4 Life Insurance

For Residents who enroll in the SMA Group Life Insurance Plan, the Employer shall provide the premiums for the first \$100,000 of coverage to a maximum of \$67.50 per enrolled Resident per year.

The Employer specifically disclaims any responsibility to pay any premium shortfall that may ensue. In the event that the future cost of Life Insurance premiums exceeds the \$67.50 cap, the Employer will provide notice to the Union and its members that the shortfall will be borne immediately by employees eligible to participate in the SMA Life Insurance Plan until the terms of said Plan may be adjusted.

### 15.5 Dental Program

The Employer shall provide dental plan coverage for all employees, except for Type B Residents. Detailed Dental Plan information shall be provided by the Employer upon request.

The Employer shall provide a maximum of the set Dental Plan premiums at the time of implementation. In the event that the actual premium costs exceed the set premium rate, the Employer will provide notice to the Union, and any shortfall will be borne immediately by the Residents enrolled in the Dental Plan until such time as the terms of the Plan may be adjusted.

In the event the actual premium cost for the Dental Plan is less than the set premium rate at the time of implementation, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the set premium rate at time of implementation.

### 15.6 Extended Health Care Plan

The Employer shall provide extended health care plan coverage for all employees except for Type B Residents. Detailed Plan information shall be provided by the Employer upon request.

The Employer shall provide a maximum of the set Extended Health Care Plan premiums at the time of implementation. In the event that the actual premium costs exceed the set premium rate, the Employer will provide notice to the Union, and any shortfall will be borne immediately by the Residents enrolled in the Extended Health Care Plan until such time as the terms of the Plan may be adjusted.

In the event the actual premium cost for the Extended Health Care Plan is less than the set premium rate at the time of implementation, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the set premium rate at time of implementation.

### 15.7 Administrative Costs

The Employer will be entitled to payments from Employee Benefit Plan funding in the amount of \$1.34 per employee per month per employee enrolled in the Extended Health Care Plan and per employee enrolled in the Dental Plan to defray administrative costs incurred.

## ARTICLE 16.0 – MEDICAL INSURANCE

16.1 It is the resident's responsibility to enroll in a *Provincial Health Insurance Plan*.

## ARTICLE 17.0 – VACCINATION AND PROPHYLAXIS

- 17.1 Residents will be provided at no cost with booster shots for hepatitis B and tetanus consistent with Saskatchewan Public Health standards and will be provided with *HIV* post-exposure prophylaxis on request to the health care facility to which they are assigned.

## ARTICLE 18.0 – EMPLOYEE ASSISTANCE PROGRAM

- 18.1 All Residents shall be eligible to use the services provided by the University's Employee **and Family** Assistance Program (EFAP) in accordance with EFAP policies.

## ARTICLE 19.0 – DISMISSAL AND RESIGNATION

### 19.1 Credentials

It is agreed and understood that licensure of physicians is the function of the College of Physicians and Surgeons of Saskatchewan and credentialing of physicians is the function of **the Saskatchewan** Health Authority. Consequently, a decision to suspend or dismiss a Resident from work in **the SHA** is outside the jurisdiction of the Employer.

Notwithstanding the foregoing, the Employer undertakes to use its best efforts to provide educational continuity in any such circumstances. Moreover, the Employer will encourage the CPSS and **the SHA** to ensure that the principles of natural justice apply to any such suspensions or dismissals and the review thereof.

### 19.2 Program Standing

No Resident shall be suspended or dismissed from their academic program without cause. Suspension or dismissal from an academic program for non-academic reasons may be grieved by the Resident pursuant to Article 6.

### 19.3 Disputed Program Evaluation

In the event of a dispute regarding a written evaluation of a Resident's academic performance, the Resident may access the appeal process set out in the College of Medicine's policies and procedures, which are not part of this Collective Agreement and which are not collectively bargained, pursuant to Article 3.3.

#### 19.4 Resignation

A Resident who voluntarily resigns from an academic program will provide at least one (1) calendar month's written notice to the Program Director and Associate Dean of Postgraduate Medical Education.

### ARTICLE 20.0 – HEALTH CARE FACILITY RULES AND REGULATIONS

Residents agree to abide by all bylaws, rules and regulations (which are not inconsistent with the provisions of this Collective Agreement) in force and effect at any health care facility in which they may receive their training/employment.

### ARTICLE 21.0 – RDoS ASSOCIATION ACTIVITIES

- 21.1 RDoS will advise the Human Resources Division of the Employer and the Associate Dean of Postgraduate Medical Education of the names of members of their Board of Directors and Executive upon appointment.
- 21.2 The Employer agrees to provide representatives of RDoS with an opportunity and forum for meeting with new Residents so that the representatives of RDoS may introduce the new Residents to the function of RDoS. Such an opportunity shall be made available during working hours and within six (6) weeks of the date of commencement of training of new Residents.
- 21.3 It is agreed that there will be no discrimination practiced or exercised with respect to any member of RDoS by virtue of lawful activities on behalf of the association.

### ARTICLE 22.0 – REGISTRATION FEES

#### 22.1 College of Physicians and Surgeons of Saskatchewan

The College of Medicine, University of Saskatchewan will pay the fee for educational registration with the College of Physicians and Surgeons of Saskatchewan. This payment will relate to educational registration only.

#### 22.2 University of Saskatchewan

The College of Medicine will pay the registration fee to the Employer on behalf of all Residents in Royal College and Family Medicine Programs. Residents are required to complete registration documentation in accordance with University and College policy and procedures.

## ARTICLE 23.0 – PARKING FACILITIES

- 23.1 It is understood and agreed by the parties to this Agreement that safe and reasonably secure automobile parking facilities are an important aspect of the provision of efficient services by Residents. It is further understood and agreed, pursuant to Article 1.1, that this Agreement cannot bind the Health Authority. Therefore, any issues or disputes regarding the availability or adequacy of Resident parking arrangements shall be referred to the process set out in Article 6.1 so as to achieve timely resolution thereof.

APPENDIX "A"

TYPE B RESIDENTS

(Sponsored by Special Contract)

The following articles do not apply to Type B Residents:

- Article 7.0 Salary Classification - Amount is set by the sponsoring agent.
- Article 8.1 Scales of Remuneration
- Article 8.3 Administrative Resident Stipend
- Article 9.1 On-Call Stipends
- Article 9.3 Excess Call Payment - excess in house
- Article 9.4 Excess Call Payment - 24 hours on/24 hours off call
- Article 11.2 Statutory holiday payments (can take the day off in lieu)
- Article 13.3.2 Maternity Leave Supplementary Benefits
- Article 13.5 Paid travel time for examination leave
- Article 14.0 Disability Pay
- Article 15.1 Liability Insurance (CMPA)
- Article 15.4 Life Insurance
- Article 15.5 Dental Program
- Article 15.6 Extended Health Benefits
- Article 22.1 Registration Fees - College of Physicians and Surgeons of Saskatchewan
- Article 22.2 Registration Fees - University of Saskatchewan

## APPENDIX "B"

### HEALTH AUTHORITY-PROVIDED EMPLOYMENT CONDITIONS

The parties agree that this appendix sets out the conditions that Residents are generally and reasonably expected to enjoy during their work in health care facilities pursuant to Article 1.1 of the Collective Agreement.

- On-site parking (presumed to be electrified)
- Call Rooms inclusive of:
  - Residential-style beds with daily fresh linens
  - Telephone and internet access
  - Desk, chair and lamp
  - Ready access to toilet, shower and bath facilities (serviced daily)
- Access to designated lounge inclusive of:
  - Fridge
  - Microwave
  - Reasonable furnishings
  - Regular cleaning
  - Computer w/internet, internal system access and printer
  - Television
- Alpha-numeric pagers or equivalent communication devices
- Uniform/laundry service (scrubs, lab coats, gloves as needed)
- Access to recreational/health facilities on sites
- Access to food source while on duty (esp. evenings/nights)
- Compensation for reasonable out of pocket expenses incurred by Residents on mandatory, in-province rotations, consistent with Health Authority policy for physicians

NOTE: The foregoing items are not subject to the grievance procedure. Issues relating thereto must be referred to Phase 1, Union-Management Relations protocol (Article 6).

ALL OF WHICH IS AGREED to constitute a tentative agreement, subject to ratification by the principals of each party, which will be recommended by the signatories below, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Resident Doctors of Saskatchewan:

For the University of Saskatchewan:

\_\_\_\_\_  
Taylor Bereti

\_\_\_\_\_  
Cheryl Carver

\_\_\_\_\_  
Mowad Benguzzi

\_\_\_\_\_  
Timothy Beke

\_\_\_\_\_  
Kristin Johnson

\_\_\_\_\_  
Chair, Board of Governors

\_\_\_\_\_  
Secretary, Board of Governors

## MEMORANDUM OF AGREEMENT

### Employee Benefit Plan (EBP) Premium Usage

The parties agree that effective the date of signing of this Collective Agreement, any surplus EBP Employer paid premium dollars not required to pay the current required Plan premiums will be used to offset premium increases in other EBP's available to Residents pursuant to this Collective Agreement.

The parties will meet to discuss benefit premium issues and the status of any retained surplus premium funds from time to time. The Employer will provide financial information updates to the Union regarding EBP premium increases.

May 17, 2011