

Leave Policy

Article 9: Parental/Maternity/Adoption/Paternity Leave

9.01 Maternity/Paternity/Adoption/Parental leave shall not constitute a cause for termination of engagement but may require an extension of the program as determined by the Program Director.

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

9.03 **Maternity Leave**

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

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

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

A Resident will not be required to perform on call duties or scheduled shifts in Emergency Medicine beyond 2400 hours once she has completed 31 weeks of gestation, or earlier if a valid medical reason is provided. This will not itself incur any reduction in pay, nor lengthen training.

9.04 **Paternity Leave**

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

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

Article 10: Educational Leave

- 10.01 Residents who are performing at a satisfactory academic level may be granted leave with pay to attend educational events such as medical conferences, provided that the educational event and the attendance at such educational event is approved by the appropriate University Program Director or Department Head. This leave shall not be unreasonably requested or denied.
- 10.02 Educational leave, as referred to herein, shall not be deducted from vacation entitlement.
- 10.03 Outside of those Programs modified to accommodate preparation for Canadian qualifying and licensing examinations through recommendation of their Residency Program Committee, each Resident shall be entitled to up to five (5) working days without loss of pay to prepare and write Canadian qualifying and licensing examinations, which includes those of the Medical Council of Canada, the College of Family Physicians of Canada, and the Royal College of Physicians and Surgeons of Canada.

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

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

Article 11: Sick and Special Leave

- 11.01 (a) Residents shall be granted special leave without loss of pay and health benefits, as defined in Article 21: Health Benefits, in all reasonable circumstances where it is required for compassionate purposes.
- (b) The granting of such leave shall be in addition to that which an employee is entitled to under other leave provisions.
- 11.02 Residents will, wherever possible, give adequate notice of their intention to take special leave.

11.03 Residents shall be provided paid leave and health benefits, as defined in Article 21: Health Benefits, for illness or non-occupational injury until the end of the appointment year or three calendar months within the appointment year whichever occurs first. Coverage under this Article shall commence on the first day the Resident carries out the duties of their appointment.

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

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

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

Article 12: Vacation

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

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

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

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

(Days Paid Within Contract Year/ 261) X 20 (rounded to the nearest half day)

- 12.05 Vacation shall be taken within the period of engagement. Provided the Program Director and the appropriate representative of the Authority gives prior approval, if a Resident is unable to take their vacation in one year because of service commitments, the unused time may be banked except in the situation where the Resident is in their final year of training, in which case the Resident will be paid in lieu of vacation time. Any dispute or disagreement between an affected member of PARA and a Program Director or Authority representative may be referred to the relevant Associate Dean who will consult with PARA before making a final decision.
- 12.06 Vacation days will only be consumed by weekdays taken off that are not:
- Named holidays (Article 13)
 - Weekdays during an emergency medicine rotation or other shift-based rotation where no shift has been scheduled.
 - Educational leave (Article 10)
 - Sick and Special leave (Article 11)
 - Maternity/ Parental leave (Article 9)
 - Days for PARA business (Article 7)
 - Days off during the Christmas or New Year's break in accordance with Article 13.03 (a) and (b)
- 12.07 Residents shall not be scheduled for on-call duties (Article 14) or shifts during vacation. Residents shall not be scheduled for on-call duties or shifts on one of the weekends immediately prior to or following five (5) consecutive weekdays of vacation.