INTERPRETATION
GUIDE
COLLECTIVE AGREEMENT 2015-2021
FÉDÉRATION DES MÉDECINS RÉSIDENTS DU QUÉBEC
AGREEMENT

BETWEEN

The Fédération des médecins résidents du Québec (FMRQ), acting on behalf of:

• Association des médecins résidents de Montréal (AMRM);
• Association des médecins résidents de Québec (AMReQ);
• Association des médecins résidents de Sherbrooke (AMReS);
• Association of Residents of McGill (ARM);

AND

The Minister of Health and Social Services

The original French version of the Collective Agreement is recognized as the only official version.
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## DEFINITION OF TERMS

### 1.01 FEDERATIONS

"FEDERATION": organization bringing together the following four (4) union associations:

1. Association des médecins résidents de Montréal (AMRM);
2. Association des médecins résidents de Québec (AMReQ);
3. Association des médecins résidents de Sherbrooke (AMReS);
4. Association of Residents of McGill
   (Association des résidents de McGill, ARM).

### INTERPRETATION

These five legal persons are signatories to the collective agreement. Depending on the context, rights and obligations may involve the Federation or an association, or sometimes the Federation on behalf of its affiliated associations.

### 1.02 ASSOCIATION

"ASSOCIATION": One of the associations listed in Article 1.01.

### 1.03 COLLÈGE

"COLLÈGE": Collège des médecins du Québec.
**1.04 RESIDENT**

"RESIDENT": Any person who carries out a rotation in an establishment with a view to obtaining a licence to practise or a specialist’s certificate awarded by the Collège, or who carries out a rotation in order to supplement his professional training, and who is defined as such by the Collège.

A person holding a doctorate in medicine or its equivalent who pursues, for twenty-four (24) months or more, a postgraduate training program accredited by the Collège, as a clinical fellow, and who, in an establishment, performs a clinical rotation, shall enjoy the same rights as those provided for in this Agreement, except with respect to Articles 15 and 19, and the overall monetary provisions or provisions with monetary impact stipulated therein. Where applicable, he shall enjoy the benefits stipulated in Articles 23, 24, 25, 26 and 28 without the salary, compensation, allowances or contributions provided for therein. He shall be entitled to the grievance and arbitration procedure set out in Article 18, except with respect to the above-mentioned exclusions.

To meet this definition of medical resident or clinical fellow, a person must have been admitted in a Quebec medical faculty to one of the positions authorized through the Decree on the terms and conditions for determining the number of medical resident positions available in postgraduate medical education programs.

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**INTERPRETATION**

The training card issued by the Collège defines the status of each individual—resident, or clinical fellow. Anyone holding a resident training card is covered by all the provisions of the collective agreement. Furthermore, clinical fellows performing training of 24 months or more are provided for in the second paragraph of the article. A clinical fellow is an individual performing postgraduate medical training in Quebec who is paid from a source other than the Ministry of Health and Social Services. Through this article, the non-monetary clauses or clauses with a monetary impact must apply to these clinical fellows as they do to residents. In this way, residents and clinical fellows have the same rights and obligations with respect, for instance, to call duty schedules.

Clinical fellows subject to the collective agreement are not, however, entitled to any salary or compensation from the establishment. For instance, they may take their 20 days’ vacation provided for in the collective agreement, but it is up to their paying officer (other than a Quebec healthcare establishment) whether or not to pay them during this leave. These clinical fellows are not covered by the supplementary insurance plan provided for in Article 28 of the collective agreement.

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**1.04A MINISTER**

"MINISTER": the Minister of Health and Social Services.
1.05 CHIEF RESIDENT: The resident who performs specific tasks in the administrative organization of a facility.

INTERPRETATION

It is possible to have one chief resident position for each of an establishment's facilities. The chief resident's duties are defined by the establishment, particularly in relation to the duties set out in Article 15.03. The chief resident must be designated by the totality of residents in the facility, as stipulated in Article 15.01. He is entitled to the supplement provided for in Appendix I. A resident who is asked to perform chief resident duties must receive the supplement to which he is entitled, even if he has not been officially appointed by the establishment. He must therefore apply for the supplement to the head of the establishment's Teaching Office.

1.06 ASSISTANT CHIEF RESIDENT: Any resident who, in a service or major department in a facility, covers part of the tasks of a chief resident.

INTERPRETATION

The assistant chief resident's duties are defined by the establishment in relation to the duties carried out by the chief resident. This refers mainly to hospital, not university tasks. With the exception of departments where there is only a single resident, it is possible to create one or more assistant chief resident positions in all departments, with the number of positions varying in line with the number of people (residents, clinical clerks) for whom the assistant(s) is/are responsible. To that end, the head of the department concerned must submit a request to his establishment's Teaching Office by means of a letter specifying the tasks accomplished by the assistant. If a resident is appointed assistant chief resident in an establishment other than his paying establishment, a person in authority at his rotation site (Teaching Office) must forward the relevant information to the paying establishment to ensure that the corresponding supplement is paid.

The assistant must be designated by the totality of residents in the service or department concerned, as stipulated in Article 15.01. He is entitled to the supplement provided for in Appendix I. Moreover, a resident who is asked to perform assistant chief resident duties must receive the supplement to which he is entitled, even if he has not been officially appointed by the establishment. He must therefore apply for the supplement to the establishment's Teaching Office.
**1.07 SPOUSE**

“SPOUSE”:

Individuals who:

a) are married and live together;

b) are joined in a civil ceremony and live together;

c) live maritally and are the father and mother of the same child;

d) are of different or the same sex and have been living maritally for at least one (1) year.


**DEPENDENT CHILD**

“DEPENDENT CHILD”:

A child of the resident, or of his spouse, or of both, unmarried or not joined in a civil ceremony and residing or domiciled in Canada, who depends on the resident for his support and meets one of the following conditions:

- is under eighteen (18) years of age;
- is twenty-five (25) years of age or less and attends full-time, as a duly registered student, a recognized educational institution;
- regardless of his age, if he became totally disabled while meeting either of the preceding conditions and has remained continually disabled since that time.

**1.08 ESTABLISHMENT**

“ESTABLISHMENT”: An establishment within the meaning of the Act respecting health services and social services (RSQ, c. S-4.2), all facilities maintained by that establishment, and any other rotation site contemplated by the training card issued by the Collège.

Not included, however, are training sites approved by the Collège pursuant to Article 13.08, it being understood, in that case, that the establishment remains the one paying the resident’s salary.

**INTERPRETATION**

The training card issued by the Collège specifies that a resident or clinical fellow: “may perform professional activities corresponding to his/her level of training in the following sites or in all other sites accredited by the CMQ [Collège] and required for the achievement of the objectives of the rotations by the training program.”

The Collège may, however, insofar as this meets the goals of the rotation, authorize a resident to perform certain medical acts, notably organ retrievals, in satellite settings. We suggest you check with the Collège whether this other rotation setting is authorized.

Note that Quebec ambulances operated by a corporation or cooperative holding a permit to operate ambulance services pursuant to the Act respecting pre-hospital emergency services, CQLR c. S-6.2, are deemed to be accredited rotation sites insofar as:

- the medical activities performed there by a resident are carried out within the framework of his training; and
- a resident performing medical activities there receives supervision appropriate to his level of training.
1.09 WEEKEND

“WEEKEND”: The period of time extending from 17:00 on Friday until 22:00 on Sunday. For the purposes of Article 25.05, however, “weekend” means the period of time extending from 17:00 on Friday to 08:00 on Monday.

Nevertheless, the resident whose daily work schedule ends no later than 20:00 on Friday is not thereby deemed to have worked that weekend.

INTERPRETATION

The weekend normally begins at 17:00 on Friday and ends at 22:00 on Sunday evening.

Nevertheless, when vacation is involved (Art. 25.05), the weekend begins at 17:00 on Friday and ends at 08:00 on Monday morning. So a resident will not be able to perform night call in an establishment or a night shift in the night from Sunday to Monday upon returning from vacation.

Finally, it is important to note that, even if the Monday is a statutory holiday, that day is never part of the weekend.

1.10 LEAVE

“LEAVE”: The period of time extending from 08:00 one day to 08:00 the next day, except where defined otherwise.

INTERPRETATION

All leave provided for in the agreement, in particular study leave days or days of release for exams or conferences, is of 24 hours’ duration. No call period or shift may be scheduled during such leave.

1.11 YEAR

“YEAR”: The period of time extending from July 1 to June 30.

INTERPRETATION

The banks of vacation, study leave, release for conferences, or sick leave are granted on July 1 each year. If you do not complete a full academic year, your various types of leave and release will be prorated to time worked.

For instance: if you do the first four periods of the year, you will be entitled to six days’ vacation, three days’ study leave, and two conference days.

The calculation is as follows:

\[
x \text{ vacation days} = \frac{(x \text{ periods} \times 20 \text{ vacation days})}{13 \text{ periods}}
\]

6 vacation days = \(\frac{(4 \text{ periods} \times 20 \text{ vacation days})}{13 \text{ periods}}\)
1.12 CALL PERIOD IN AN ESTABLISHMENT: Either of the following work period:

a) the work period extending from the end of the regular schedule and midnight, from Monday to Friday, or

b) the work period extending from 08:00 to 20:00 on Saturday and statutory holidays, and from 08:00 to 22:00 on Sunday.

INTERPRETATION

Whenever the expression “call period in an establishment” appears in subsequent articles, this definition must be referred to. But if only the term “call duty” is used in an article, this refers both to call duty at home and to a call period in an establishment or night call in an establishment.

The article distinguishes between a call period in an establishment during the week, in paragraph a), and a call period in an establishment on the weekend or a statutory holiday, in paragraph b).

First of all, paragraph a) indicates that the “call period in an establishment” begins at “the end of the regular schedule,” and this takes different departments’ variable schedules into account. In fact, in some departments, the regular day ends at 17:00, whereas in other departments, this same regular day may end at 20:00, owing to Article 12.01, which provides for the possibility of having a regular day of a maximum of 12 hours. Nevertheless, the end of the regular work day must be defined as the moment when it is normally expected that residents will have finished their work day. Thus, if all residents leave at 17:00 and a single resident is asked to remain until 20:00, that resident is deemed to be performing call duty. Furthermore, “call duty in an establishment” must end at any time between the end of the regular day and midnight.

For its part, paragraph b) stipulates that a call period in an establishment takes place between 08:00 and 20:00 on Saturday or a statutory holiday.

But the rule is different for Sunday, when the call period in an establishment must end no later than 22:00.

1.13 NIGHT CALL IN AN ESTABLISHMENT: the work period starting at or after 20:00, or at or after 22:00 on Sunday, and continuing beyond midnight; night call in an establishment cannot last longer than twelve (12) consecutive hours.

INTERPRETATION

Whenever the expression “night call in an establishment” appears in subsequent articles, this definition must be referred to. But if only the term “call duty” is used in an article, this refers both to call duty at home and to a call period in an establishment or night call in an establishment.

For call duty to be considered night call in an establishment, it has, among other things, to end after midnight and be of no more than 12 hours’ duration.

This definition stipulates that a resident begins his work period from 20:00 or later. He will therefore not be able to work during the day (between 08:00 and 20:00) on which he performs call duty.
**SHIFT**: Work period in the emergency room.

**INTERPRETATION**

The Agreement uses the term “shift” only in the context of a resident performing an ongoing shift in the emergency room. This does not cover residents performing rotations in another department who, in the evening or on a weekend, will perform call duty in the emergency room.

**RÉGIE**: Régie de l’assurance-maladie du Québec (Quebec health insurance board, (RAMQ)).
The purpose of this Agreement shall be to reflect the importance of acquiring academic competencies and residents’ professional responsibility in terms of continuity of and access to care, establish orderly relations between the parties, and the working conditions and duties of residents, promote, in particular, their health, safety and welfare, as well as the quality of care and quality of the environment, and stipulate the responsibilities of the establishment in maintaining conditions conducive to teaching.
ARTICLE 03
GENERAL PROVISIONS

3.01 SAFETY
The establishment shall take the necessary measures to prevent accidents, and ensure the safety and promote the health of residents. The purpose of these measures is to eliminate dangers for residents' safety and physical integrity.

3.02 DISCRIMINATION
For the purpose of administration of this Agreement, neither the management, nor the association, nor their respective representatives shall exercise, sexual harassment, discrimination, threats, constraints or unfair distinctions toward a resident on the basis of his race, colour, nationality, social background, language, sex, pregnancy, sexual orientation, civil status, age, religious beliefs or lack thereof, political opinions, physical, family relations, parental situation, or the exercise of a right to which he is entitled under this Agreement or the law.

Discrimination occurs when such a distinction, exclusion or preference has the effect of destroying, compromising or restricting a right to which he is entitled under this Agreement or the law for one of the above-mentioned reasons.

Notwithstanding the foregoing, any distinction, exclusion or preference which is based on abilities or qualities required to perform the duties of a specific post shall be considered to be non-discriminatory.

3.03 HARASSMENT
The provisions of Articles 81.18, 81.19, 123.7, 123.15 and 123.16 of the Act respecting labour standards are an integral part of this Agreement.

No form of psychological harassment shall be tolerated. On that basis, the employer and the association shall co-operate to prevent or cause to cease, by appropriate means, situations of psychological harassment.

The establishment and the association undertake not to publish or distribute sexist or discriminatory posters or brochures.

INTERPRETATION

Article 3.03 refers to the provisions of the Act respecting labour standards which define employees’ right to a workplace free of psychological harassment. Thus, section 81.18 of the Act respecting labour standards stipulates that:

“For the purposes of this Act, “psychological harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. For greater certainty, psychological harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.”

We suggest you get in touch with the Federation if you believe you have been a victim of psychological harassment, so we can advise you appropriately as to how to have the situation rectified. You should do so as soon as possible, since there is a specific timeframe within which a complaint may be made. The establishment is required both to prevent and to put a stop to harassment.
3.04 Residents shall undergo no form of psychological harassment or intimidation from anyone whatsoever, in particular from a person working in the establishment or being located there for professional reasons.

**INTERPRETATION**

The purpose of this text is to recognize that residents do not have to tolerate psychological harassment from anyone working in the establishment, including practising doctors and any other professionals or third parties with whom you interact.

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3.05 The representative of the association in the establishment may, at any time during regular working hours, examine the budget of the establishment as well as the budgets of the different services and clinical departments.

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3.06 The establishment shall recognize *praeter legem* for the residents all those professional rights to which physicians are otherwise entitled under the law and the regulations governing the Collège. No disciplinary measure may be imposed on a resident as a result of the exercise of these professional rights.

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3.07 The resident may resign from a position assigned under the decree on the assignment of positions to residents after giving thirty (30) days’ prior notice to the establishment where he is assigned. Under these circumstances, the establishment waives any recourse against the resident.

**INTERPRETATION**

A resident who gives the establishment his resignation automatically gives up his position, as stipulated in the decree on the assignment of residents’ positions. To be readmitted subsequently into a residency program after resigning, the candidate has to go through the admission process again with a university, with no guarantee he will be accepted, but only after 12 months have elapsed since the date of his resignation.

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3.08 In this Agreement, where the context requires, any word written in the masculine form shall include the feminine form.
The Minister of Health and Social Services recognizes the Federation as the body representing the associations certified under the Labour Code to act on behalf of residents in university-affiliated establishments, for the purpose of negotiating, concluding and implementing all agreements on residents’ working conditions.

This Agreement is binding for all establishments in which residents undergo training.

All Quebec establishments, including those located in the regions, which receive residents on rotation, even on an occasional basis, have to comply with the collective agreement.

No separate agreement on working conditions other than those provided for under this Agreement or on working conditions not provided for in the Agreement between a resident and the establishment shall be valid unless it has received, first, the written approval of the association and, second, the written approval of the resident.

A local agreement may be negotiated in special situations, but, to be valid, it must first receive the approval of the Association and the establishment, and then of all the residents concerned. Also, it must be renewed with the approval of the totality of the residents concerned, on a timely basis. Note that any agreement reached by anyone other than the residents’ association with regard to the establishment would be unlawful.
ARTICLE 5

UNION RIGHTS

5.01 MEMBERSHIP

All residents who are members in good standing of one of the associations at the time this Agreement is signed, and all those who subsequently attain this status, shall maintain their membership in one of the associations for the entire term of the Agreement, as a condition of maintaining their employment. All new residents shall become members of the association within ten (10) calendar days of the first day of work, as a condition of maintaining their employment. At the time of hiring, the resident shall be informed of this stipulation by the establishment.

INTERPRETATION

Also, you will receive, on entering residency, a communication from the Federation asking you to complete the form for membership in the Federation and your Association.

5.02 EMPLOYMENT FORM

The establishment shall sign and have the resident sign an employment form that contains the following information:

- name of establishment;
- address of establishment;
- name of resident;
- address;
- email address;
- social insurance number;
- home telephone number;
- sex;
- language for correspondence;
- date of birth;
- date and length of employment;
- residency level and specialty;
- name and telephone number of a person to be contacted in an emergency.

The resident may send the establishment, by email, the employment form duly signed by himself, and said signature shall then be legally valid.

The establishment shall send the Federation, by email when available, a copy of the said employment form, within seven (7) days of its signing by the resident.

INTERPRETATION

You may now sign your employment form electronically and email it back to the establishment. You are advised to carbon copy (cc) the Federation (fmrq@fmrq.qc.ca).
5.03 LIST OF RESIDENTS

The establishment shall send the Federation and the Régie, electronically, during the first week of September, November, February and April each year, a list containing the following information:

- family name and given names of all residents it pays during the year or, as applicable,
- family name and given names of all residents who will be carrying out a rotation in that establishment over the same period;
- duration, location and nature of their rotation and the service or department where it is to be carried out;
- training program;
- level of residency.

5.04 UNION MEETING

For union purposes, the representative of an association may call a meeting of any or all of the residents of an establishment during working hours. Details concerning time and place shall be decided between the union representative and the establishment.

Residents participating in this meeting shall suffer no loss of or reduction in salary, except when the meeting is used as a pressure tactic, in particular a public demonstration.

INTERPRETATION

The establishment must release, without loss of salary, a resident who takes part in a union meeting organized by the Association or the Federation.
5.05 GENERAL ASSEMBLY

The Federation or an association may call a meeting of its officers, directors or union delegates or a general assembly during work hours. The individuals called to the meeting shall sustain no loss of or reduction in salary, except when the said meeting is used as a pressure tactic, in particular a public demonstration. The maximum number of delegates released shall be established, for each establishment, at one (1) per fifty (50) residents, each establishment being required to release at least one (1) delegate. All residents or, at the association’s choice, a part of them may attend a general assembly following prior notice to the establishment of three (3) working days.

Such a general assembly or a meeting of officers, directors or union delegates may take place within or outside the establishment. When this general assembly or this meeting of union delegates is held in a given establishment, the association or the Federation shall agree with the said establishment as to the schedule and location prior to such an assembly or meeting.

INTERPRETATION

The Federation or an association which calls a general assembly is not obliged to cover call services. We prefer, however, to use this right only when the general assembly is considered highly important. Thus, for each general assembly, the establishment is notified of the decision of the Federation or Association as to whether or not to maintain call services.

This being said, providing call service does not mean that the day of the assembly will be the equivalent of a weekend day. If call duty normally begins at 17:00, the duty resident will be at his post at 17:00. If, on the other hand, call duty normally begins at 08:00, then this resident will have to do his call duty from 08:00 onward.

Note that other rules provided for in the Quebec Labour Code protect the freedom to exercise union rights. Thus, the employer or anyone (staff physician, university, college, etc.) is forbidden to hinder union activities, or to take reprisals owing to the exercise of union activities (see in particular sections 12 to 17 of the Quebec Labour Code). When in doubt, please get in touch with the Federation. Sanctions can be very severe against anyone seeking to prevent you from exercising your union rights.

5.06 JOINT COMMITTEE

The resident who is a member of a joint committee made up of a representative designated by the government or the establishment on the one hand and union representatives on the other, as well as the resident who is called upon by the committee to assist in its work, shall be entitled, upon notifying the establishment, to leave of absence without loss of salary to attend meetings of the committee or to perform work required by the committee.

5.07 UNION REPRESENTATIVE

The resident may arrange to be accompanied by a union representative during any dealings with the establishment.
**5.08 UNION RELEASE**

Representatives of the association may meet with officials of the establishment, by appointment. They may also meet with residents of the establishment during working hours in the event of grievances or investigations concerning working conditions, after making application to the Director of Professional Services or his representative, who may not refuse without valid reason. The representatives of the association and the residents concerned shall not suffer any loss of salary.

**5.09 RELEASE FOR ARBITRATION**

The representative of the association, the interested party and the witnesses in an arbitration or court hearing shall, for the purposes of the Agreement, be granted leave of absence without loss of salary.

**5.10 JUROR OR WITNESS**

The resident who is called upon to act as juror or to appear as a witness in a case in which he is not a party shall be granted leave of absence without loss of salary.

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**INTERPRETATION**

This article indicates that if you receive a subpoena to testify in a case or are called for jury duty in a case, you are released without loss of salary. Thus, you will receive your entire salary, i.e., including all your premiums and supplements provided for in the agreement, as well as the allowances to which you are legally entitled.

Moreover, the Jurors Act, CQLR c. J-2, stipulates that certain candidates are disqualified from serving as jurors or may be exempted on valid grounds. For instance, the spouse of an attorney, notary or peace officer is disqualified, whereas a candidate whose health or domestic obligations are incompatible with serving on a jury may be exempted. Thus, a resident who is disqualified or wishes to put forward grounds for being exempted must make an application by completing the form, “Application for exemption or disqualification from jury duty or for postponement of jury duty to a later session”, and submitting it to the sheriff by registered mail within 20 days of the summons.

Finally, note that you may contact the Federation if you have any questions upon receiving a subpoena or a summons for jury duty.
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| 5.11 | **RELEASE FOR NEGOTIATION**  
The establishment shall grant leave of absence without loss of salary to two (2) residents designated by the association to attend all bargaining sessions. |
| 5.12 | **UNION'S ROOM**  
The establishment shall provide the association with a room containing specifically a table or desk, chairs, a filing cabinet with keys and a telephone. Its location as well as the days of its exclusive weekly use shall be negotiated locally. |
| 5.13 | **UNION'S NOTICEBOARD**  
The establishment shall also make available to the association a locked noticeboard to be used for union purposes only. A key shall be given to the association.  
The establishment shall also give the association, upon request, access to residents' individual mailboxes, for the purpose of distributing information. |
ARTICLE 06

UNION DUES

6.01 UNION DUES

During each twenty-eight (28) day accounting period, the establishment shall deduct from the paycheque of each resident the union dues and membership fees set by the association, or an equivalent amount, and shall remit such amount to the association within the first fifteen (15) days of the following accounting period.

The same shall apply to vacation pay and retroactive pay amounts.

6.02 INFORMATION GIVEN TO THE FEDERATION

With each remittance, the establishment shall include a voucher indicating the following information:

a) names of residents for whom dues have been deducted, in alphabetical order;

b) address in full;

c) social insurance number;

d) residency level;

e) chief resident or assistant chief resident status, where applicable;

f) amount of regular salary paid;

g) any other amounts paid;*

h) deductions at source;

i) employee number;

j) hiring and departure date;

k) amount of call responsibility premium;

l) amount of teaching responsibility premium.

*For the purposes of subparagraph g) alone, it is understood that this signifies only payment of accumulated unused sick days, maternity leave allowances, salary insurance benefits and adoption leave benefits.

6.03 SPECIAL DEDUCTION

When the association requests a special deduction, the establishment shall deduct it in one or more consecutive instalments, as determined by the association, within thirty (30) days of receipt of a notice to this effect and shall remit it within the period specified in Article 6.01. The establishment and the association may agree upon any other procedure for deduction or remittance.

6.04 INTEREST

Any amount assessed by the establishment which has not been paid at the expiry of the timeframe specified in Articles 6.01 and 6.03 shall be subject to an annual rate of interest equal to the Bank of Canada’s discount rate in force at the expiry of the aforementioned timeframe, plus one and one-half percent (1 1/2%) beginning the 30th day after expiry of said timeframe.
**ARTICLE 7**

**CONTRACT OF AFFILIATION**

7.01 AFFILIATION CONTRACT

At the request of the Federation, the establishment shall send it a complete copy of any agreement or contract established in accordance with section 110 of the *Act respecting health services and social services* (RSQ, c. S 4.2).

7.02 RENEWAL

Before signing, renewing or extending such an agreement or contract, the establishment shall give the Federation forty-five (45) days’ notice and shall provide it with a copy thereof.

7.03 RECOMMENDATION TO THE MINISTER

The Federation may, within the timeframe specified in Article 7.02, submit in writing to the Minister any suggestion or recommendation concerning the said agreement or contract and shall, in such a case, also provide the establishment with a copy thereof.
8.01 RESIDENT’S RECORD

The establishment acknowledges that it is responsible for maintaining proper records of residents.

INTERPRETATION

Each establishment in which you work keeps your employee file, which includes the documents listed in Article 8.02. The article refers to the establishment’s file, not to be confused with your postgraduate file held by the university. Thus, if you need your university file, you must contact the office of your faculty’s Associate Dean.

8.02 INFORMATION IN RESIDENT’S RECORD

Each record shall include, specifically:

1. employment form;
2. deduction at source forms;
3. written information on the resident’s activities submitted by a committee of the Council of Physicians, Dentists and Pharmacists, a head of clinical department or the Director of Professional Services.

This record shall also include, as necessary:

4. medical examination reports;
5. insurance forms;
6. any opinions or rulings from a court of law involving the establishment and the resident;
7. any requests for information and applications for leave;
8. any disciplinary or other notices
8.03 CONSULTATION OF RECORD
The resident may consult this record at any time during regular office hours and may obtain a copy of any paper or any document therein, and may, if he desires, append his version of the facts to a document appearing in this record. The resident may ask to be accompanied by a representative of the association when consulting his record.

INTERPRETATION
Pursuant to the Civil Code of Quebec, CQLR c. CCQ-1991, and the Act respecting Access to documents held by public bodies and the Protection of personal information, CQLR c. A-2.1, your employee file may contain only information relevant to the purpose of the said file. The latter must remain confidential in view of your fundamental right to privacy. In that regard, the establishment may not convey your file to third parties, unless it obtains your consent or is so authorized by the Act. Furthermore, you may consult your employee file without charge, and obtain a copy of it. It will generally be available for consultation at the establishment’s Teaching Office. Also, under the Act, you could submit a request for rectification, correction, or deletion if the information is inaccurate, incomplete, or equivocal.

8.04 EVALUATION REPORT
If, within thirty (30) days after the end of a rotation, the resident has not received the evaluation report, he shall submit a request to the program director, who shall obtain it without delay. The same shall apply for the mid-rotation evaluation or any formative evaluation, when university rules or usage so require.

INTERPRETATION
Rotation evaluations are not part of the resident’s file kept by the establishment. But a resident may ask his program director for a copy of his evaluation within 30 days of the end of the rotation. In some universities, residents receive a mid-rotation evaluation. In that case, it is important for that evaluation to be made available to the resident within a reasonable timeframe.

8.05 BALANCE OF LEAVE DAYS
Within seven (7) working days following a request from the resident, the establishment shall notify him of his balance of leave days (vacation, conference days, study days, accumulated statutory holidays worked), including leave carried forward from the previous year.

INTERPRETATION
The establishment is required to provide you with the number of days remaining in your leave banks, i.e., your vacation, conference days, study leave, accumulated statutory holidays worked, and leave carried forward from the previous year (study, conference, and vacation) within seven working days of your requesting it. Normally, the Teaching Office will be responsible for providing you with this information.
9.01 CALL TO MEETING

The Committee on Medical and Dental Evaluation shall call the representative of the residents designated by the association, just as it calls the other members, to each and every meeting, in which the representative shall enjoy full representation.

9.02 SUBCOMMITTEES

The residents of a department shall also be called to any meeting of the Subcommittee on Medical and Dental Evaluation.
ARTICLE 10

DUTIES

10.01 DELIVERY OF MEDICAL CARE

The resident shares, on an interdisciplinary basis, in the delivery of medical care in the establishment according to his competence and level of training.

TEACHING

He collaborates in the establishment’s teaching instruction and sits on the establishment’s different committees.

INTERPRETATION

The agreement recognizes the importance of the principle of interdisciplinarity that is already part of residents’ reality. The article also adds additional protection for the resident by recognizing that he must deliver care in line with his level of training and competency.

10.02 MEDICAL ACT

When a resident is available to perform a medical act, only a staff physician or the attending physician may act in his place.

INTERPRETATION

Within the framework of your rotation, if you are available to perform a medical act relevant to your training, a clinical clerk or other health professional may not be asked to perform that act in your place. This guarantees your right to clinical exposure in the context of your postgraduate education.
The resident shall comply at all times with the same rules as are applied to physicians, in particular those with respect to the Code of Ethics, issuance of prescriptions, and record-keeping, always under the direct or indirect supervision of competent individuals.

The resident shall not be obliged to perform a medical act delegated by the Council of Physicians, Dentists and Pharmacists in the establishment in which he is working unless performance of such act is necessary for his training.

The establishment, through its Director of Professional Services, shall refer any applications from the association to exempt residents from routinely performing all non-delegated medical acts to the Council of Physicians, Dentists and Pharmacists.

The Council of Physicians, Dentists and Pharmacists shall issue its ruling within sixty (60) days of the application. In the event of a favourable ruling from the Council of Physicians, Dentists and Pharmacists, the resident shall be exempted accordingly.

**INTERPRETATION**

The training card issued by the Collège is not a permit to practise medicine. It does not allow you to practise solo, outside the residency framework. Thus, the training card entitles you to perform only acts corresponding to your level of training.

While you are not a member of the Order, you are nevertheless subject to the Code of Ethics of Physicians and to several regulations adopted by the Collège.

The medical resident number associated with this training card assigned by the Collège enables the provincial health insurance board (RAMQ) to pay, on beneficiaries’ behalf, the cost of pharmaceutical services and medication supplied by a pharmacist on a prescription from a medical resident.

That being said, you may treat a patient at home and write him a prescription even if the patient’s home is never mentioned on your card. The Collège believes the patient’s home need not appear on the training card, because the rotation site is not limited to the confines of the establishment. According to the Collège, the rotation site includes all locations where training activities take place, provided only that these locations are known to it. In light of the Collège’s position, you can write prescriptions when you treat a patient at home within the framework of your training.

You are not required to have every prescription for medication pre-authorized by the staff physician. But he retains the right to change it. No prescription forms may be signed in advance by the staff physician. Similarly, no prescriptions may be signed by a resident on a staff physician’s behalf.

Note that you must at all times have direct or indirect supervision from the staff physician, who must thereby ensure that you perform medical acts in line with your competencies.
10.04 AVAILABILITY OF STAFF PHYSICIANS

The resident shall be able to count at all times on the immediate availability of a physician who is a member of the Council of Physicians, Dentists and Pharmacists. When working in the emergency room, the resident shall, at all times, be able to count on the presence in the emergency room of a physician who is a member of the Council of Physicians, Dentists and Pharmacists. The resident shall never have responsibility for a resuscitation team within six (6) months of starting residency and until he has successfully completed six (6) months’ training in a medical or surgical discipline. Also, he must hold an attestation certifying that he has passed the Advanced Cardiac Life Support (ACLS) course or the Advanced Pediatric Life Support (APLS) course, depending on the users treated in the establishment.

INTERPRETATION

While you are on call, you must be able to reach a staff physician at all times. Your staff physician does not, however, have to be within the confines of the hospital. He may be on call at home.

The rule is different when you are working in Emergency, though. In that case, a staff physician has to be present at all times in the Emergency Department.

It is important to remember that residents with less than six months’ training may be part of the resuscitation team, but may not be in charge of it. Also, a resident who has not performed a rotation in a medical or surgical specialty cannot be responsible for the code team. For instance, a resident in psychiatry who performs his first six months of rotations in residency in his specialty cannot be responsible for a resuscitation team in his first year of residency.

In addition, Article 12.08 stipulates that, during the first six months of training, you may not perform call duty without the presence on-site of a staff physician or a resident other than an R1.

10.05 RESIDENT’S ASSIGNMENT

The resident may not be assigned duties detrimental to his training.

INTERPRETATION

For instance, assigning call duty to a resident that is neither of his level of training nor in his specialty could be considered detrimental to his training. Nor, to punish a resident, could he be assigned to duties with no pedagogical value, since that would also be detrimental to the quality of his training.
**ARTICLE 11**

**ROTATION**

**11.01 MODIFICATION OF ROTATIONS**

The establishment shall not modify the rotations or their location assigned to each resident without the consent of the medical faculty concerned. The Collège must have been informed of such modifications. The establishment shall, accordingly, give the resident sixty (60) days’ notice, except when there is an agreement with the resident for a shorter timeframe.

**11.02 PRIOR NOTICE**

The establishment shall agree to a rotation modification requested by the resident, upon notice of thirty (30) days, after consent has been given by the medical faculty concerned. The Collège must be informed of such a modification. If the resident puts forward harassment or intimidation as the grounds for such modification of rotation, such notice shall not be required.

**11.03 NON-APPROVED ROTATION**

The resident shall not be required to carry out a rotation in a setting that is not approved by the Collège, or a rotation not authorized by the faculty of medicine concerned.

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**INTERPRETATION**

To perform a rotation in a non-accredited site in or outside Quebec, you must make a formal application to the Collège on the “Request for a rotation in a non-accredited site” form.

**11.04 NON-ACCREDITED ESTABLISHMENT**

The resident shall hold a training card issued by the Collège to be authorized to perform, under the supervision of competent individuals, professional acts corresponding to his level of training in a setting authorized by the faculty of medicine concerned. If the training card is electronic, the resident as well as the Federation and the Régie shall have access to the information at all times.

The resident shall not be required to carry out a rotation at a location not specified on his training card.

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**INTERPRETATION**

It must therefore be understood that the training card authorizes you to practise medicine, on three conditions. In fact, you must at all times be under the direct or indirect supervision of competent individuals, you must perform medical acts corresponding to your level of training, and, finally, those medical acts must be performed in a setting authorized by your medical faculty.

**11.05 TRAINING CARD**

The resident pursuing postgraduate education shall apply to the Collège for a training card and make payment therefor online, within the timeframe established by the Collège.
**ARTICLE 12 CALL SCHEDULE AND DUTY**

### INTERPRETATION

Article 12 must be interpreted in light of the definitions provided in Articles 1.09 (weekend), 1.12 (call period in an establishment), 1.13 (night call in an establishment), and 1.14 (shift).

### GENERAL

12.01 **BASIC REGULAR SCHEDULE**

The resident is subject to the schedule imposed on him by his responsibilities. Nevertheless, his basic regular schedule, during the day from Monday to Friday, shall not extend over a time slot in excess of twelve (12) hours. With the exception of call duty, the resident cannot be required to work more than the number of hours mentioned above.

### INTERPRETATION

The work day, excluding call periods, may therefore be no more than 12 hours long. This work day must be during the daytime, from Monday to Friday, and begin in the morning between 06:00 and 09:00, depending on the department. So if the establishment asks you to work during a weekend day, that day must be considered a call period.

12.02 **IMMEDIATE SUPERIOR**

The resident shall be answerable for his medical activities to the head of his department and, for his other hospital activities, to the competent authorities.

12.03 **CALL DUTY**

In addition to the basic regular timetable, the resident may be asked to perform call duty, either in the establishment or at home.

### INTERPRETATION

The basic regular schedule is the schedule normally worked by a resident in his department, for a schedule which, remember, must not exceed 12 hours in length. For instance, if all residents work from 07:30 to 18:00 from Monday to Friday, that schedule will become the basic regular schedule. Thus, if the department asks a resident to stay at work after 18:00 until he is relieved by the resident performing the night shift, he will be deemed to be performing call duty.
12.04 PEDAGOGICAL GOALS

Call duty shall meet the pedagogical goals of the program in which the resident is registered and correspond to his level of training.

INTERPRETATION

This article therefore sets out a requirement for the establishment to ensure that you have the level of training necessary to perform the duties assigned during your call duty. For instance, a new resident could not take on sole responsibility for call duty in Critical Care. Indeed, some establishments, to help you become familiar with how the department is organized and ensure the quality of patient care, implement a twinned call system for a few periods at the start of your training.

Also, note that pursuant to Article 12.08, a staff physician has to be present on-site during the first six months of your residency.

12.05 CALL DUTY SITES

The resident shall not perform call duty in an establishment whose name is not recorded, for a given period, on his training card issued by the Collège.

INTERPRETATION

The training card allows the resident to perform medical acts. It stipulates that the resident: “may perform professional activities corresponding to his/her level of training in the following sites” (indicated on the training card) “or in all other sites accredited by the CMQ [Collège] and required for the achievement of the objectives of the rotations by the training program.” Thus, a resident may not perform call duty in an establishment where he is not on rotation, except as provided for in Article 12.06 (multi-site call duty at home).

Also, residents may sometimes be asked to perform call duty paid over and above the salary they receive on their paycheque. These call periods would then be paid by departments or from sources other than the paying establishment. But Collège regulations stipulate that a medical resident can perform only such medical acts as correspond to his level of competency, within the framework of the postgraduate education program in which he is registered. Residents therefore cannot agree to perform such call duty, since it could be deemed to be unlawful.

It is also important to emphasize that any medical act performed outside the rotation sites approved by the Collège or outside what is required by the training program, even if it is requested as a result of the shortage of physicians, is likely not to be covered by the malpractice insurance provided for in the collective agreement.

Moreover, a resident performing call periods in addition to those stipulated in the Agreement and being paid additionally for this work could have his registration revoked by the Collège. In that context, the Federation discourages any medical resident from taking this route.

Finally, a resident may, on certain conditions, perform medical acts and be paid by the provincial health insurance board (RAMQ) if he holds a regular permit from the Collège that allows him to perform moonlighting. In that case, though, the resident will have to ensure that he has personal malpractice insurance coverage. This could be the case with a resident holding a permit in a specialty while pursuing residency in another specialty. In all cases, it is advisable to confirm the lawfulness of the moonlighting proposal before agreeing to it, since the rules have been considerably tightened in the past few years.
12.06 MULTI SITE CALL DUTY

The resident shall not, at any time, perform call duty in more than one facility; when call duty is carried out at home, however, it may be performed in more than one facility, on the conditions determined by the Collège, notably:

a) the call duty shall meet needs of a pedagogical nature;
b) the call duty shall correspond to the method of practice of other doctors in the establishment;
c) the call duty shall be restricted to a limited number of training levels within the same university program.

INTERPRETATION

You cannot be on call in an establishment or on night call in an establishment in more than one facility during the same period. But the rule is more flexible for call duty at home. In fact, it is possible to perform call duty in more than one facility of the same establishment (e.g., Royal Victoria Hospital and Montreal General Hospital—MUHC), if certain conditions are met.

12.07 PLURALITY OF CALL DUTY

The establishment may establish the plurality of the two (2) call systems provided that, for the totality of call duty, the standards and restrictions provided for in Articles 12.09 and 12.10 of this Agreement are complied with.

INTERPRETATION

It is possible to perform both call systems—call duty at home and call duty in an establishment—if the rules for call periods in an establishment (Art. 12.09) and night call in an establishment (Art. 12.10) are followed. The number of call periods in an establishment and at home taken together must then not exceed six per 28-day period. The call duty rate must be one call period every three days and, once per 28-day period, the resident may be required to perform one call period every two days.

It is also possible to perform night call in an establishment and call duty at home during the same period. In that case, a resident will be able to perform a maximum of six call periods at home, on top of his night calls in an establishment. But it is not possible, within the same day, to perform call duty at home (24 hours) and night call in an establishment.

Finally, the establishment may ask a resident to perform both call duty in an establishment and night call in an establishment, in addition to performing call duty at home. In that case, the combined number of call periods at home and call periods in an establishment must be no more than six, on top of the night calls in an establishment. But the rates of call duty in an establishment, i.e., one call period every three days, must be complied with, and it is not possible to perform, within the same day, one call duty at home and one night call in an establishment.
12.08 RESIDENT COVERAGE

When call duty is performed in an establishment, the resident, in the six (6) months following the start of his residency, shall be able to count at all times on the presence, on-site, of a physician who is a member of the Council of Physicians, Dentists and Pharmacists or of a resident other than a Resident 1.

INTERPRETATION

The establishment has to set up a procedure, with which everyone is familiar, that identifies the physician or senior resident present in the hospital who has to go to the patient’s bedside in case of any problems, to help a resident on call duty in the first six months of his residency. Also, Article 10.04 stipulates that if you work in Emergency, a staff physician must always be present.

Note that Article 10.04 also stipulates that a resident must never be responsible for a resuscitation team before having completed six months’ training in a medical or surgical discipline and having obtained ACLS or APLS certification, depending on whether he is treating adults or children.

For instance, a resident registered in a psychiatry program who performs rotations in his discipline during the first six months of his residency does not meet the conditions whereby he can be responsible for a resuscitation team. He must wait until he has passed his six months of medical or surgical rotation before doing so.

CALL PERIOD IN AN ESTABLISHMENT AND NIGHT CALL IN AN ESTABLISHMENT

12.09 CALL PERIOD IN AN ESTABLISHMENT

The resident shall not be required to work more than six (6) call periods in an establishment in each twenty-eight (28) calendar-day period. A minimum interval of forty-eight (48) hours must elapse between the end of one call period and the beginning of the next. Two (2) of these call periods may, however, be separated by a minimum interval of twenty-four (24) hours.

In addition, an interval of at least forty-eight (48) hours shall elapse between two (2) call periods performed in different twenty-eight (28) day periods.

Notwithstanding the foregoing, two (2) of these call periods may be performed during the same weekend, provided they do not exceed twelve (12) hours on Saturday and fourteen (14) hours on Sunday and are separated by a mandatory rest period of eight (8) hours.
Note first of all that it is necessary to refer to the definition of “call period in an establishment” to differentiate it from “night call in an establishment” governed by Article 12.10 of the Agreement. Indeed, Article 1.12 defining “call period in an establishment” stipulates that:

1. during the week, the call period in an establishment begins after the regular work day, which is of no more than 12 hours’ duration, can vary from one department to another, and must end no later than midnight;
2. on Saturday and statutory holidays, it takes place between 08:00 and 20:00;
3. on Sunday, since the weekend ends at 22:00 (Art. 1.09), the call period in an establishment takes place between 08:00 and 22:00.

Thus, the limit of six call periods in an establishment per 28-day period does not apply to night call in an establishment. Under Article 12.09, call periods in an establishment may not be closer than one every three days. For instance, if you are on call on Monday, you may not be on call again until the following Thursday. But, only once per 28-day period, the establishment could ask you to perform one call period every two days.

In addition, during the weekend, it is possible to perform two consecutive call periods in an establishment and thus not comply with the rate of call duty (Friday and Saturday, or Saturday and Sunday). For the purpose of calculating the number of call periods, you will then have performed two call periods, but will have worked a single weekend. The establishment will then be able to ask you to work during another weekend in the same period.

The Saturday call period must be no more than 12 hours in length, while the Sunday call period may be no more than 14 hours long. So the Saturday and Sunday call periods cannot be of 16 hours’ duration. In addition, following each of the call periods in an establishment, it is necessary to have at least 8 hours’ rest.

Remember that if you take leave during a period, the maximum number of call periods must be reduced in proportion to the time actually worked, pursuant to Article 12.20.

Note that if you change department or establishment, it is hard for the person drawing up the new call schedule to know the date of your most recent call duty in your previous department. So it is preferable for you to let him know before your rotation begins. That way, the establishment will be able to ensure a minimum interval of two days between your call periods in an establishment.

Note also that, under Article 12.18, you are entitled to two weekends off per 28-day period. The weekend starts at 17:00 on Friday and ends at 22:00 on Sunday. But if you are taking vacation time, the weekend ends at 08:00 on Monday.

Also, if you have unequivocally refused—orally or in writing—to work irregular call periods, the establishment may be liable to a $150 fine per violation of the call schedule. Furthermore, if a department regularly produces irregular call duty schedules, the Association may demand payment of such a penalty for each irregular call duty appearing on the call schedule (see Article 12.25), without the resident having to object formally, and even if he performs the call duty. This penalty will be paid to the Federation, and will be used to support higher education.
12.10 NIGHT CALLS IN AN ESTABLISHMENT

The resident shall never perform more than twenty (20) night calls in an establishment per twenty-eight (28) day period.

Also, the resident shall never perform more than five (5) consecutive night calls in an establishment, following which he shall benefit from forty-eight (48) hours’ mandatory leave.

The resident shall not alternate more than once per seven (7) day period between night call in an establishment and any other work schedule.

INTERPRETATION

Note first of all that it is necessary to refer to the definition of “night call in an establishment” to interpret this article correctly. Article 1.13 stipulates that night call in an establishment is: “the work period starting at or after 20:00, or at or after 22:00 on Sunday, and continuing beyond midnight; night call in an establishment cannot last longer than twelve (12) consecutive hours.”

A few conditions apply to night call in an establishment, namely, that the resident cannot work during the day of the night call, the call duty must begin after 20:00, and the call period may not be longer than 12 hours. So a resident could not be at work during the day or part of the day and then perform night call (or a shift in Emergency) at midnight.

For a full night-time rotation, the maximum number of night call periods in an establishment is 20. But if you are not performing a night-time rotation, the number of night call periods in an establishment may be anywhere from 0 to 20. Note that in that case, you may also have call periods in an establishment to perform (see Article 12.09).

You cannot be asked to perform more than five consecutive night call periods in an establishment. If you reach this maximum, the establishment must give you leave for the following 48 hours. Thus, this leave may be taken both during the week and on the weekend.

Furthermore, night call periods in an establishment performed during the weekend are considered weekend call duty, but are not deducted from the six call periods in an establishment provided for in Article 12.09.

Note that the establishment is required to give you two weekends off per 28-day period. For instance, if you perform two call periods in an establishment on the same weekend and night call in an establishment from Thursday to Sunday on another weekend, you will then have worked your maximum of two weekends for the 28-day period.

Also, the establishment cannot ask you to alternate between night call in an establishment and call duty in an establishment or the regular work day more than once per 7-day period. For instance, if you are asked to perform night call on Sunday and a regular work day the following Tuesday, the establishment cannot ask you to perform another night call in an establishment before the following Sunday.

You must take a mandatory eight-hour rest period following night call in an establishment (see Article 12.11).
REST PERIOD

In no case shall the resident work in an establishment for more than sixteen (16) hours during a twenty-four (24) hour period.

When his work period is over, he shall benefit from a mandatory rest period of eight (8) hours.

INTERPRETATION

You may not work more than 16 hours in a 24-hour period. Or, to put it another way, 24-hour call duty in an establishment is illegal. Note, moreover, that Article 1.13 stipulates that night call may not be more than 12 hours in length.

After each work period, regardless of that period’s duration, you must have a minimum rest period of 8 hours. The hospital may not impose any sanction or take reprisals against you if you avail yourself of this right by leaving the department after call duty in an establishment or night call in an establishment.

Nor should you be asked to attend an academic activity following call duty in an establishment or night call in an establishment (Articles 12.09 and 12.10).

Note that the rule of a maximum of 16 hours per 24-hour period stemmed from a court decision following a resident’s complaint that was supported by the FMRQ. The court ruled that going beyond that threshold was a violation of residents’ fundamental rights, including the right to fair and reasonable conditions of employment, a right protected by the Quebec Charter of Human Rights. This rule concerns work and call duty in an establishment, and not call duty at home.
EMERGENCY ROOM

12.12 CALL DUTY IN EMERGENCY ROOM
When a call period is performed in the emergency room, the resident shall not be required to work there for a continuous period of more than twelve (12) hours.

When a call period in the emergency room immediately follows the resident’s basic regular timetable, he shall not be required to work for a continuous period of more than sixteen (16) hours.

INTERPRETATION

This article concerns residents on rotation in another department who have to perform a shift in the emergency room, which, under this article, will be considered call duty in an establishment in the emergency room.

The collective agreement sets out specific rules in this regard. First, Article 12.12 sets limits on the number of hours, at 12 hours for a resident doing only the shift in his day, and 16 hours for a resident working during the day in another department and performing the shift in the emergency room afterward. In both cases, it is necessary to have eight hours’ rest after working in the emergency room.

Aside from the limits on hours set out in this article, these medical residents are subject to the provisions concerning call periods in an establishment and night call in an establishment found in Articles 12.09 and 12.10. Thus the maximum number of call periods in the emergency room must be six, and the rate of call duty must be complied with (i.e., call periods every three days, and, once during the 28-day period, one call duty every two days). Note that it is possible to perform two call periods during the same weekend, without complying with the above call duty rate.

Note that, if you take leave during a period, the maximum number of call duty periods must be reduced in proportion to time actually worked, under Article 12.20.

12.13 SHIFTS IN EMERGENCY ROOM
When the resident works in the emergency room for a twenty-eight (28) day period, he shall never, during that period, perform more than eighteen (18) shifts of eight (8) hours.

Also, the resident shall never perform more than seven (7) consecutive shifts or, if he is performing night shifts, more than five (5) consecutive shifts, following which he shall benefit from forty-eight (48) hours’ mandatory leave.
This article governs the work conditions that must apply during a rotation in the emergency room. It limits the duration of the shift to eight hours. Shifts can be broken down, depending on the department’s needs, among day, evening and night shifts, but the total number of shifts must not exceed 18 in a 28-day period.

The establishment should provide you with your work schedule no less than five days before the time when you have to work, in accordance with section 59.0.1 of the Act respecting labour standards. After that deadline, you could contest this shift or change.

Note that, if you take leave during a period, the maximum number of shifts must be reduced in proportion to time actually worked, under Article 12.20.

In addition, other rules must be followed:
1. after seven day or evening shifts, you must have 48 hours off;
2. after five night shifts, you must have 48 hours off.

Note that the 48 hours off is not necessarily on a weekend.

Moreover, this does not remove the employer’s obligation to comply with the rule whereby each medical resident is entitled to two weekends off without any clinical activities. The weekend begins at 17:00 on Friday and ends at 22:00 on Sunday, except on returning from vacation, when it ends at 08:00 on Monday.

Also, you must have eight hours’ rest after each shift (Art. 12.14).

12.14 A call period or a shift in the emergency room shall be followed by a mandatory rest period of eight (8) hours.

CALL DUTY AT HOME

12.15 When call duty is carried out from home, the resident shall not be required to work more than nine (9) call periods in each twenty-eight (28) calendar-day period.

INTERPRETATION

You may be on call at home a maximum of nine times per 28-day period. No interval has to be maintained between call duty periods at home. These may be consecutive, provided the two weekends off are respected (see Article 12.18).

Note that, if you take leave during a period, the maximum number of call periods at home must be reduced in proportion to time actually worked, under Article 12.20.
When the resident is performing call duty at home and has worked for eighteen (18) hours during a twenty-four (24) hour period, he shall be released from his basic regular schedule immediately following his call period, for a period of at least twenty-four (24) hours. In no case shall the resident work more than twenty-four (24) hours in a row.

**INTERPRETATION**

If you have worked in the establishment for at least 18 hours while on call duty at home, not necessarily consecutively, you may have a 24-hour post-call day without any clinical activities. In such a case, you must notify your supervisor that you wish to avail yourself of your post-call day.

When call duty at home requires the frequent presence of the resident at the establishment, in the same twenty-eight (28) day period, the establishment shall comply, for this call duty at home, from the time the association so requests, with the standards and restrictions set out in Articles 12.09 to 12.11 of this Agreement.

**INTERPRETATION**

To apply this article, the Association will have to be able to prove that the presence of on-call residents was repeatedly required in the establishment. In that case, the establishment will have to alter the call schedule so that it complies with the restrictions, notably concerning the maximum number of call periods, provided for in the articles on call duty in an establishment and night call in an establishment.
The resident shall be entitled to two (2) weekends off, without any clinical activities, in each twenty-eight (28) calendar-day period. In addition, the resident shall not work more than two (2) consecutive weekends.

**INTERPRETATION**

The weekend, for the purposes of the collective agreement, is defined as: “The period of time extending from 17:00 on Friday until 22:00 on Sunday. For the purposes of Article 25.05, however, “weekend” means the period of time extending from 17:00 on Friday to 08:00 on Monday. Nevertheless, the resident whose daily work schedule ends no later than 20:00 on Friday is not thereby deemed to have worked that weekend.”

This definition of “weekend” never varies. So if a statutory holiday falls on a Monday, that day will not be considered a weekend day, since it does not meet the criteria set out in the definition of “weekend” in Article 1.09 of the Agreement. Therefore, if you return from vacation and the Monday is a statutory holiday, that day is not part of the weekend.

You are entitled to two weekends off per 28-day period. This leave means you are exempted from any clinical activities, including weekend rounds. In addition, you may not work more than two weekends running, both within one period and between two periods. You must therefore advise the person drawing up your call schedule, in order to ensure conformity of the schedules during period changes.

The resident shall be released from his call duty or any performance of work in the evening, at night and on weekends, during the seven (7) days preceding examinations of the Collège des médecins du Québec, the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada or the Medical Council of Canada with a view to obtaining a licence or specialist certification.

**INTERPRETATION**

You are released from your clinical activity in the evening, at night and on weekends, whether you are on call duty or on rotation in the emergency room, for the seven days prior to exams of the Collège des médecins du Québec, Royal College of Physicians and Surgeons of Canada (RCPSC), and College of Family Physicians of Canada (CFPC), and those of the Medical Council of Canada (MCC), which administers the LMCC exam. These are calendar days, so if you have an exam that starts on a Friday, you must be released from call duty from the previous Friday onward.
When, pursuant to the Agreement, the resident benefits from leave, the total number of call periods and shifts performed by the resident during the same twenty-eight (28) day period shall be prorated downward to reflect the number of days’ leave during the said period.

**INTERPRETATION**

The number of call periods must be proportional to the number of days worked in a 28-day period. If you work in a department that asks you to perform call duty in an establishment and night call in an establishment during the same period, the total number of call periods you will have to perform if you take leave during that period will have to be calculated for each type of call duty, prorated to the number of days worked during the said 28-day period. None the less, the collective agreement does not stipulate that the number of weekends worked must be proportional to time worked, so it remains a maximum of two.

**Leave other than vacation**

If you take a week’s leave other than vacation, notably a week’s conference or study leave in a 28-day period, you must not perform more than five call periods in an establishment in addition to the night calls in an establishment or seven call periods at home.

You are therefore available to perform call duty for 23 days, or 28 days – 5 days’ leave = 23 days.

The calculation method for determining the number of call periods you can be assigned if you take a week’s (five days’) leave other than vacation is as follows:

- \( X \) call periods in an establishment = \( \frac{23 \text{ days available to perform call duty} \times 6 \text{ call periods in an establishment}}{28 \text{ days}} = 5 \text{ call periods in an establishment} \)
- \( X \) night calls in an establishment = \( \frac{23 \text{ days available to perform call duty} \times 20 \text{ days’ call duty normally assigned to residents employed in the establishment}}{28 \text{ days}} = 16 \text{ night calls in an establishment} \)
- \( X \) call periods at home = \( \frac{23 \text{ days available to perform call duty} \times 9 \text{ call periods at home}}{28 \text{ days}} = 7 \text{ call periods at home} \)
- \( X \) shifts = \( \frac{23 \text{ days available to perform shifts} \times 18 \text{ shifts}}{28 \text{ days}} = 15 \text{ shifts} \)

**Vacation**

Furthermore, if you take a week’s vacation, you must not perform more than four call periods in an establishment or six call periods at home, because you have to be released from your call duty on the weekend preceding and the weekend following your vacation. This means the number of days available for performing call duty is 19, or 28 days minus the 5 days’ vacation and the 4 weekend days, and not 23 as in the previous example. The calculation method for determining the number of call periods you can be assigned is as follows:

- \( X \) call periods in an establishment = \( \frac{19 \text{ days available to perform call duty} \times 6 \text{ call periods in an establishment}}{28 \text{ days}} = 4 \text{ call periods in an establishment} \)
- \( X \) night calls in an establishment = \( \frac{19 \text{ days available to perform call duty} \times 20 \text{ days’ call duty normally assigned to residents employed by the establishment}}{28 \text{ days}} = 14 \text{ night calls in an establishment} \)
- \( X \) call periods at home = \( \frac{19 \text{ days available to perform call duty} \times 9 \text{ call periods at home}}{28 \text{ days}} = 6 \text{ call periods at home} \)
- \( X \) shifts = \( \frac{19 \text{ days available to perform shifts} \times 18 \text{ shifts}}{28 \text{ days}} = 12 \text{ shifts} \)
12.21 CALL SCHEDULE

The call schedule shall be prepared by the establishment, through the chief resident; the schedule shall account only for residents employed in the establishment who are normally assigned to this duty, and shall comply with the standards and limitations stipulated in this article for such call duty.

The chief resident or assistant chief resident shall ensure that work hours are distributed as fairly as possible among the residents available.

If the schedule meets these conditions, it shall be signed by the chief resident and the Director of Professional Services or his duly designated representative, other than a resident.

The establishment shall convey the call schedule to the resident concerned and the association no less than five (5) working days before it becomes effective.

**INTERPRETATION**

The schedule must be drawn up so as to distribute call duty as fairly as possible among all the residents subject to the call schedule.

The call schedule must take into account residents on rotation normally assigned to this duty. In other words, if the norm is that a resident assigned to a specific rotation does not normally perform call duty, it cannot suddenly be decided to impose call duty on him. Similarly, the establishment should not ask a resident to perform call duty in a department other than his own, unless all residents from different departments have always been grouped together to perform call duty.

In addition, the call schedule must be conveyed to the residents concerned and the Association on the Monday prior to the beginning of each period. In order for you to receive your schedule, it is important to make sure that the department in which you are performing your rotation has your email address.

Finally, please note that the establishment could amend this list during the period, provided all the provisions set out in Article 12 are complied with, no more than five days before the time when you have to work, in accordance with section 59.0.1 of the Act respecting labour standards. After that deadline, you could contest this change.

12.22 LACK OF RESOURCES

When there are not enough residents to provide call service at all times, the establishment may, if it deems appropriate, ensure the provision of the said call service, but by a non-resident.

**INTERPRETATION**

If the establishment imposes a tighter schedule for call duty in an establishment on you, that is, more than one call period every two days, claiming that there are not enough residents to comply with the call duty rate, it is in violation of Article 12.22 of the Agreement.

The establishment alone is responsible for filling gaps in the call schedule, with non-residents where necessary. Should the establishment decide not to fill these gaps, this must not lead to any extra workload for residents on call.
**12.23 LACK OF RESSOURCES: WORKLOAD**

In the event the establishment chooses not to provide the service, this shall not result in additional workload for the resident on duty.

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**12.24 DEROGATION AND RIGHT OF REFUSAL**

Any resident who is subject to an irregularity appearing in the call schedule shall not be required to comply with this irregularity, and his refusal shall not be cause for disciplinary measures to be taken against him.

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**12.25 PENALTY FOR DEROGATION**

When the resident who is subject to an irregularity in the schedule for call duty in an establishment is forced to comply despite his manifest refusal, the establishment concerned shall be required to pay a sum of one hundred and fifty dollars ($150) for each irregularity.

If an establishment repeatedly fails to send the association a call schedule within the timeframe provided for in Article 12.21, it shall be required to pay, from the time the association so requests, a sum of one hundred and fifty dollars ($150) for each such failure.

If the call schedule of a service or clinical department regularly violates the standards provided for in Articles 12.09, 12.10 and 12.18, the establishment concerned shall be required to pay, from the time the association so requests, a sum of one hundred and fifty dollars ($150) for each irregularity appearing on a subsequent call schedule.

The amounts provided for in this article shall be payable upon demand of the association and shall be paid into a fund to support higher education for the most deserving residents. This fund shall be administered by the Federation.

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**INTERPRETATION**

Penalties may be claimed in the following situations:

1. **If the establishment forces you, despite an unequivocal refusal on your part, to perform irregular call duty, the Association may require payment of a $150 penalty for each such call period;**

2. **In the case of a service or clinical department which regularly, that is, in more than one consecutive call schedule, violates the provisions concerning call duty in an establishment, night call in an establishment or weekends off, the Association may request payment of a $150 penalty for each irregular call period appearing on the call schedules which follow;**

3. **When the establishment repeatedly fails to send the Association the call schedules, the Association may request payment of a $150 penalty for each call duty schedule not received.**

Note that the penalties are not given to the residents who performed irregular call duty, but are paid into a fund managed by the Federation.
The establishment shall pay the resident called upon to perform call duty service, in the course of a year, in addition to his salary and at the end of each twenty-eight (28) day period, a call responsibility premium, the amount of which appears in Appendix I.

<table>
<thead>
<tr>
<th><strong>INTERPRETATION</strong></th>
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<tbody>
<tr>
<td>The call responsibility premium is payable to any resident likely to have to perform call duty during a year, i.e., to all residents. In other words, to receive the call responsibility premium, the Agreement provides for no minimum call duty to be performed per 28-day period.</td>
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<tr>
<td>The premium covers a 28-day period.</td>
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<td>It has been $595 since April 1, 2018.</td>
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<td>Also, residents receive the premium during all leave paid for by the employer and provided for in the Agreement. Moreover, pregnant residents relieved of their call duty have to receive the call responsibility premium. But medical residents do not receive the call premium while on sick leave of six days or more.</td>
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**ARTICLE 13**

**SCIENTIFIC AND PROFESSIONAL ACTIVITIES**

### 13.01 SCIENTIFIC ACTIVITIES

Participation in scientific activities, within the framework of the university training program, shall be given priority over any other activity of the resident, except when he is required to deliver emergency care to patients under his responsibility.

### INTERPRETATION

There is an important principle here, reflecting medical residents’ very special status. Between the status of salaried employee of the establishment and that of postgraduate completing his medical education, the latter status must take precedence. Priority must be given to scientific activities over any other residency-related activity, except for the very specific case of delivering emergency care to the “patients under his responsibility.”

In other words, the leave and release provided for in this chapter must respect the primacy of the status of learner over that of professional responsible for clinical activities. In that regard, the exception of emergency care cannot be used to justify the denial of leave requested in advance on the grounds that it could lead to gaps in department or service coverage. It is the responsibility of the training sites to organize services while taking this reality into account.

### 13.02 CONFERENCE LEAVE

Any resident shall have the right to attend, without loss of salary, one or more medical or scientific conferences related to competencies to be acquired in the specialty program, up to a total of ten (10) days per year until June 30, 2018 and seven (7) days per year effective July 1, 2018.

**NOTIFICATION TO THE ESTABLISHMENT**

Except where a shorter notification period is agreed upon with the establishment, the resident shall give the establishment at least thirty (30) days’ notice of the location and nature of the conference.

When the resident takes part in a medical or scientific conference at the express request of the establishment, he shall be entitled, in addition to his salary, to reimbursement of his registration fees and his travel and living expenses, in accordance with the standards in effect at the Ministry of Health and Social Services. Any application for reimbursement shall be submitted within ninety (90) days following the end of the said conference.

**CARRY-OVER OF UNUSED CONFERENCE DAYS**

The resident may carry forward to the following year any conference days unused as at June 30 each year, up to a total of five (5) days per year. Nevertheless, conference days thus carried forward may not be converted to monetary compensation.
In the last negotiations, three days’ conference leave were transferred to the study leave bank. So, effective July 1, 2018, the number of conference days is seven. But the number of days that can be transferred to the following year remains unchanged at five. If they are not taken the following year, though, they are lost and cannot be taken in monetary compensation.

If you attend a conference at the express request of the establishment, you must make your application for reimbursement for that conference to the establishment within 90 days, generally to your establishment’s Teaching Office.

The establishment may not refuse your request for release to attend a conference, unless your application was sent in late. Moreover, the only grounds whereon the establishment may deny a conference application would be the requirement to deliver emergency care, and that is difficult, if not impossible, to justify since the conference application has to be submitted 30 days in advance.

In that regard, participation in scientific activities takes priority over any of residents’ other activities. Also, the CanMEDS roles applied by the RCPSC and CFPC constitute a broad range of competencies which set value in particular on interdisciplinary work, and enable residents to take part in the conference of their choice.

Finally, the leave bank is renewed on July 1 each year. But if you do not perform a complete year in residency, your conference leave will be prorated to days worked.

13.03 RELEASE FOR EXAMINATION

The establishment shall release, without loss of or reduction in salary, the resident who sits an examination or examinations to obtain a diploma, licence or certificate. The establishment shall also release, without loss of or reduction in salary, the resident who attends the mandatory ALDO-Quebec training delivered by the Collège.

TRAVEL TIME

If this examination session is held more than one hundred and fifty (150) kilometres and less than two hundred and forty (240) kilometres from his rotation site, the resident shall benefit from one additional half day for travel purposes. If this examination session is held more than two hundred and forty (240) kilometres from his rotation site, the resident shall benefit from one additional day for travel purposes.

You are released with pay to travel to your exams and to attend the ALDO-Quebec training activity on the legal, ethical and organizational aspects of medicine in Quebec, without having to deduct this day or these days from your study leave or conference days provided for respectively in Articles 13.02 and 13.05. No maximum number of days per year is stipulated for this article.

Also, if the exam is held more than 150 kilometres and less than 240 kilometres from your rotation site, you are entitled to an additional half day’s paid leave to travel to your exam venue and back to your rotation site. If, however, the exam is held more than 240 km from your rotation site, you are entitled to an additional 1 day’s paid leave for travelling to and from the exam venue.

Thus, for the RCPSC and CFPC exams in Ottawa, Montreal region residents will be entitled to a half day for travel, while residents from most other Quebec regions, including Quebec City and Sherbrooke, will be entitled to 1 day for travelling to and from the exam venue.
13.04
RELEASE FOR BCLS, ACLS, ATLS, APLS, NPLS OR ALARM SESSION

The establishment shall release, without loss of or reduction in salary, the resident who attends a specialized study session or an examination or examinations in order to obtain one or more of the following certificates:

- Basic Cardiac Life Support (BCLS);
- Advanced Cardiac Life Support (ACLS);
- Advanced Traumatic Life Support (ATLS);
- Advanced Pediatric Life Support (APLS);
- Neo Natal Paediatric Life Support (NPLS);
- Advances in Labour and Risk Management (ALARM).

REIMBURSEMENT

The establishment shall pay, on the resident's behalf, upon submission of supporting documents, the cost of registration and examinations for these sessions. Any request for reimbursement shall be submitted within ninety (90) days following the holding of the training.

RETAKE

Such a specialized study session or such an examination session may be retaken if the targeted certification expires prior to the end of the resident's residency, and if such a retake is necessary in order to maintain the validity of the certification during residency.

INTERPRETATION

The collective agreement stipulates that you may attend, without loss of salary, one of the specialized study sessions provided for in this article, if you ask to do so.

Note that the days used to attend these courses must not be deducted from your conference days or study leave provided for respectively in Articles 13.02 and 13.05.

Registration and exam fees for these sessions are reimbursed by the employer. So, in order to receive reimbursement for them, you must provide the establishment—generally the Teaching Office—with the relevant supporting documents, within 90 days of the training session. The reimbursement will be added to your paycheque.

You may retake and be reimbursed for the courses provided for in this article if your certification expires during residency and the retake is necessary to maintain the validity of your certification until the end of your residency.
Each year, the establishment shall grant the resident leave with pay for seven (7) working days until June 30, 2018 and ten (10) working days effective July 1, 2018, to prepare for a mandatory examination or examinations leading to a diploma, licence or certificate.

The resident may carry forward to the following year seven (7) days’ study leave unused as at June 30 of each year. Nevertheless, study leave thus carried forward may not be converted to monetary compensation.

Effective July 1, 2018, all residents are entitled to 10 days’ leave per year insofar as they have to prepare for mandatory exams leading to a diploma, licence or certificate, such as the exams of the Collège des médecins du Québec, College of Family Physicians of Canada (CFPC), Royal College of Physicians and Surgeons of Canada (RCPSC), or their faculty.

The leave bank is renewed on July 1 each year. If, however, you do not complete a full year of residency, your leave will be prorated to days worked. We stress that the exam in question does not have to be held within a specific timeframe for you to be able to take your study leave. The old timeframe of two years from the exam was abolished in the last negotiations. So a first-year medical resident in psychiatry, for instance, may take his study leave citing his RCPSC certification exams that will be held at the end of his five-year residency.

It is important to stress that you are entitled to 10 days’ leave per year, and not 10 days per exam. In addition, it is possible to defer 7 days’ unused leave to the following year. But if they are not then taken the following year, they are lost and cannot be taken in monetary compensation.

Finally, you are released for the exam days themselves under Article 13.03.

The establishment shall grant the resident who so requests leave with pay in order to take part in the activities of the pedagogical committees of medical faculties, the Collège, the Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada, the Medical Council of Canada, the Federation of Medical Regulatory Authorities of Canada, the Association of Faculties of Medicine of Canada and the Quebec College of Family Physicians.

This type of release sometimes presents a problem in certain settings, whereas it is central to residency-related pedagogical activities. Should you have difficulty having such release time recognized, feel free to get in touch with the Federation.
The library shall be accessible to the resident at all times for consultation of reference material on the premises, including, where available, on-site access without charge to university bibliographical resources via the Internet.

The establishment shall grant leave with pay to the resident who so requests to perform a rotation approved by the Collège at an unaccredited site outside Quebec. This rotation of maximum duration of sixty (60) days for the resident registered in family medicine and one hundred and eighty (180) days for the resident registered in a specialty shall be previously recommended by the university authorities and approved by the Collège so as to enable the medical resident to acquire elective skills that are not very or not at all available in Quebec. Notwithstanding the foregoing, and following approval by the university authorities, the resident may, once during his residency, perform a rotation of a maximum of one (1) month in family medicine or three (3) months in a specialty, in order to acquire any other elective competency. The resident shall submit the Collège’s approval to the establishment and give the establishment notice of at least thirty (30) days, except where there is an agreement for a shorter timeframe. Furthermore, when he performs such a rotation, the resident may not receive reimbursement of his travel, accommodation and living expenses out of the amounts set forth in Article 19.05.

Assessment and remuneration procedure
Within the framework of his postgraduate education, it is possible for a resident who so wishes to perform a rotation outside Quebec. In most cases, these rotations can be credited in the candidate’s academic file.

The Agreement provides for a maximum of two months’ rotation in family medicine, and six months’ rotation in any other specialty. The Agreement stipulates that half of these months of rotation (one month in family medicine, and three months in other specialties) must meet the condition of being “not very or not at all available” in Quebec to be paid, whereas the other half of these months of rotation merely have to be elective rotations which meet the objectives of your program.

To be entitled to any such rotation, you will have to complete the Collège form entitled “Request for a rotation in a non accredited site, Quebec and outside Quebec” jointly with your program director. The latter determines whether the rotation is compatible with the current training program and, if necessary, evaluates the rotation to determine whether this rotation is “not very or not at all” available in Quebec. The program director then sends the form to the Associate Dean for Postgraduate Medical Education, who approves it before forwarding it to the Collège for approval. The form should be forwarded to the Collège at least 90 days before the rotation begins. It is the Collège that must ensure that the rotation can be recognized within the framework of the resident’s training.
Evaluation criteria

Rotation outside Quebec “not very or not at all available in Quebec”

Note that the following criteria will be used to evaluate the rotation requested for rotations “not very or not at all available in Quebec”:

1. The medical expertise is not available in Quebec. Reference is made here to new technology or procedures. Recognizing this rotation ensures the transmission of knowledge, because the resident will then, on his return, have the opportunity to train his colleagues and staff physicians.

2. The rotation objectives are different from Quebec’s. The objectives of some rotations outside Quebec are different from those of their Quebec “equivalent.” This analysis is conducted on the basis of the training program, as well as of the objectives established by the RCPSC or CFPC and the Collège for the said program and training level.

   Let us take the example of a traumatology rotation performed outside Quebec. Traumatology rotations in Quebec are adequate, according to the Collège, for family medicine and as introductory rotations for all other specialties. But residents registered in certain programs—general surgery, emergency (5 years), 3rd year of emergency in family medicine—have to meet more advanced traumatology objectives, and this justifies a rotation in a very high-volume setting.

3. The lack of resources justifies the fact that residents have to perform rotations outside Quebec.

   For instance, it has happened that there were insufficient places in certain rotations, so it was agreed that a resident could perform this rotation outside the province.

Rotations outside Quebec for any other elective competency

For rotations outside Quebec to acquire any other elective competency, there are no specific criteria. These rotations have to meet your training program’s objectives.

So it is essential to define clearly both the objectives of the rotation outside Quebec and the reasons justifying it, particularly concerning the fact that it is “not very or not at all available” in Quebec, so as to provide your university and the Collège with all the relevant elements for reviewing your application.

Travel expenses outside Quebec

No travel, accommodation or living expenses can be granted for a rotation outside Quebec.
**INTERPRETATION**

**Professional liability insurance outside Quebec**
Also, you are required to declare your rotation outside Quebec to the DARSSS (Health and social services network insurance branch) to maintain your malpractice insurance coverage provided for in Article 29 of the collective agreement. This insurance covers medial residents worldwide, except where no insurer can provide guarantees as a result of sanctions, prohibitions or restrictions in connection with a Government of Canada statute or regulation.

So you must send the documents listed below to the DARSSS in order to obtain proof of insurance:
- a copy of your training card issued by the Collège;
- a copy of the “Request for a rotation in a non accredited site, Quebec and outside Quebec” form duly approved by the competent authorities in your university and the Collège.

Everything must be sent to faq@darsss.ca. If, however, you need further information, you may also call the DARSSS at 514 282-4254.

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**13.09 TUITION FEES**

The establishment shall pay, on the resident’s behalf, the tuition fees charged by the university in which the resident is registered that exceed seven hundred dollars ($700).

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**INTERPRETATION**

The maximum amount of tuition fees you have to pay is $700. This way, the amount of tuition fees for residents remains fixed. Note that, even if the university raises its “associated fees,” you never have to pay more than $700. On the other hand, some of these “associated fees” are subject to an opting-out procedure. In that case, if you do not opt out within the deadline, you will have to pay the fees over and above the $700 limit. It will be your responsibility to opt out of those fees.

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**13.10 TEACHING RESPONSIBILITY PREMIUM**

The establishment shall pay the resident called upon, in the course of a year, to carry out teaching duties, in addition to his salary and at the end of each twenty-eight (28) day period, the teaching responsibility premium appearing in Appendix I.

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**INTERPRETATION**

The teaching responsibility premium is payable to any resident called upon to teach during a year, i.e., all residents. The premium covers a 28-day period.

It is $235 as of April 1, 2018.

Residents receive the full premium during all leave paid for by the employer and provided for in the Agreement. But medical residents do not receive the teaching premium while on unpaid leave or sick leave (from the 6th day onward).
ARTICLE 14

RIGHTS OF THE ASSOCIATION

14.01 RECOMMENDATIONS TO THE ESTABLISHMENT

The association shall advise the Council of Physicians, Dentists and Pharmacists, the Director of Professional Services and the Director General of any recommendations which it considers useful with regard to residents’ working conditions and training, the orderly operation of hospital services and the quality of care within the establishment.

The Council of Physicians, Dentists and Pharmacists may invite a resident, designated by the association, to attend, on an ad-hoc basis, meetings of the executive of the Council of Physicians, Dentists and Pharmacists in the event that the association has drawn up recommendations or an item concerns residents.

14.02 RECOMMENDATIONS CONCERNING CALL DUTY

The association shall submit to the Council of Physicians, Dentists and Pharmacists any suggestions on the participation of other physicians in the establishment in call duty.

14.03 RECOMMENDATIONS ABOUT FACILITIES

The association shall make to the administrative authorities of the establishment any recommendations it considers useful with regard to the physical facilities available to residents.
ARTICLE 15

CHIEF RESIDENT AND ASSISTANT CHIEF RESIDENT

15.01 DESIGNATION

The totality of residents in a facility shall designate the chief resident and his assistant chief residents, as applicable, who shall then be appointed by the establishment. The appointment shall be valid for a period not to exceed one academic year. The mandate may be renewed following the yearly designation process.

Within a facility, a single chief resident shall be appointed, and may be entrusted with tasks by the establishment. Depending on the needs of the facility, and following approval from the establishment, one or more assistant chief residents shall assist him.

No resident shall be forced to take on such duties.

INTERPRETATION

The new collective agreement provides for the possibility of appointing one chief resident per facility, and one or more assistant chief residents, as required.

The duties of the chief resident and assistant chief resident are defined by the establishment in relation to the duties carried out by the chief resident.

To create a chief resident or assistant chief resident position, the head of the department concerned must submit a request to his establishment’s Teaching Office by means of a letter providing details of the duties performed by the chief resident or assistant chief resident, as applicable. In addition, if the resident is assigned duties related to his position in an establishment other than his paying establishment, a person in authority from his rotation site (head of the Teaching Office or equivalent) must send the paying establishment the relevant information to ensure that payment of the corresponding supplement is made.

The chief resident and assistant chief resident must be designated by all the residents in the service or department concerned or the facility, as the case may be. He is thus entitled to the supplement provided for in Appendix I. A resident who is asked to perform tasks related to his duties must receive the supplement to which he is entitled, even if he has not been officially appointed by the establishment. He must therefore apply for the supplement to the establishment’s Teaching Office.
The resident who is appointed by the establishment to perform the duties of a chief resident or assistant chief resident, as the case may be, shall be entitled to the supplement stipulated in Appendix I for any period of time during which he performs these duties.

**INTERPRETATION**

The chief resident’s and assistant chief resident’s supplements are listed in Appendix I of this Agreement.

- For chief resident duties, you will receive a supplement of $572 per period, from April 1, 2018 onward.
- For assistant chief resident duties, you will receive a supplement of $417 per period, from April 1, 2018 onward.

A resident who is asked to perform chief resident or assistant chief resident duties must receive the supplement to which he is entitled, even if he has not been officially appointed by the establishment. He must therefore apply for the supplement to the establishment’s Teaching Office. Also, if the resident is assigned chief resident or assistant chief resident duties in an establishment other than his paying establishment, a person in authority from his rotation site (head of the Teaching Office) must send the paying establishment the relevant information to ensure that payment of the supplement is made.

For the supplement to be granted, there does not need to be a minimum number of residents in the department.

Also, this supplement must be included in the calculation of the leave benefits provided for in Articles 26 and 28.
DESCRIPTION OF DUTIES

The chief resident shall act as an intermediary between the administrative authorities of the establishment and the totality of residents performing a rotation there during the year. The chief resident shall collaborate in applying the provisions of the establishment’s policies. Also, he shall support the establishment in identifying the needs of those residents, in addition to taking part in the organization of residents’ pedagogical and scientific activities.

The chief resident shall take part in drawing up call lists, and ensure that the necessary rearrangement of coverage is carried out as required. He shall coordinate the duties of the assistant chief resident(s), as applicable.

The chief resident may delegate certain duties to an assistant chief resident.

The establishment shall submit, in writing, to the resident taking on the duty of chief resident or assistant chief resident, as the case may be, the mandate arising from these duties, and shall forward a copy thereof to the association. This mandate shall include the tasks provided for in this article.

INTERPRETATION

This article sets out the basic duties assigned to the chief resident, part of which may be carried out by the assistant chief resident. These duties may vary from one establishment or facility to another, depending on needs. A chief resident may therefore be called upon to perform only part of these duties, as these are intended only as benchmarks.

The text provides that tasks are assigned to the chief resident, but also stipulates that the latter may delegate duties to one or more of the facility’s assistant chief residents.

In the event of absence of a resident assigned to work, the chief resident or his assistant is responsible for making the necessary adjustments to fill any gaps in the schedule. That being said, you do not have to rearrange call coverage when needed by performing the call duty yourself, if that would mean your call schedule was in violation of Article 12.
ARTICLE 16

PROFESSIONAL RELATIONS COMMITTEE

16.01 COMMITTEE FORMED

A Professional Relations Committee shall be formed within fifteen (15) days of a request to that effect from either party.

16.02 MEMBERS

This Committee shall consist of two (2) representatives of the establishment and two (2) residents from the establishment designated by the association. The establishment and the association shall exchange the names of their representatives and shall notify the Federation thereof.

16.03 RESPONSIBILITIES

This Committee shall be charged with the study of all matters relating to application of the Agreement and shall make to the establishment the recommendations it deems appropriate.

16.04 MEETINGS

At the request of one of the parties, the Committee shall meet within no more than ten (10) days. The Committee shall specify which of its members will be responsible for providing the association and the Federation without delay with copies of the minutes of its meetings.

16.05 RECOMMENDATION DEADLINE

The Committee shall make its recommendations, as applicable, within thirty (30) days of its first meeting.
ARTICLE 17
DISCIPLINARY MEASURES

INTERPRETATION

In the event that you are called by the establishment to a disciplinary meeting—fortunately a very rare occurrence with medical residents—we invite you to get in touch with the Federation as soon as possible so we can provide you with the necessary support.

17.01 DISCIPLINARY MEASURES
Written admonitions, suspensions or dismissals shall be deemed to be disciplinary measures.

17.02 WRITTEN COMPLAINT
Any written complaint concerning a resident shall be placed in his file, and the employer shall inform the resident thereof in writing within thirty (30) days of the incident in question or the date of the complaint, failing which the complaint shall not be used against him.

17.03 NOTICE TO THE RESIDENT
A disciplinary notice must be conveyed in writing to the resident by a representative of the employer, and describe the facts or reasons for such notice, failing which the notice shall not be used against him. Such notice shall be placed in his file.

17.04 DISMISSAL OR SUSPENSION
The decision to dismiss or suspend shall be conveyed in writing to the resident and the medical faculty concerned within thirty (30) days of the incident in question or at the latest thirty (30) days from the date the employer takes cognizance of all the pertinent facts related to the incident.

17.05 NOTICE TO THE ASSOCIATION
Before suspending or dismissing a resident, the establishment shall submit in writing to the association (failure to do so shall result in the invalidity thereof) a statement of the acts, deeds or omissions for which that resident has been charged, unless the resident contests it in writing. No other fact, act or omission for which a resident has been charged other than those specified in said statement may be admitted as evidence before an arbitrator.

Except in the case of an emergency, the establishment may not suspend or dismiss a resident before the expiry of a five (5) day period commencing on the day the notification mentioned in the previous paragraph is received.

17.06 PARTICIPATION IN GROUP INSURANCE PLAN
During his suspension or from the time of his dismissal until an arbitration award is made, the resident may maintain his participation in the group insurance plan by paying all contributions and premiums required for this purpose himself, subject to the clauses and stipulations of the insurance contract in force.
17.07 GRIEVANCE AND ARBITRATION

A resident who is subjected to a disciplinary measure may refer his case to the regular grievance and arbitration procedure, pursuant to Article 18.

17.08 DEADLINE FOR GRIEVANCE

In addition to the foregoing, when a resident has been suspended or dismissed, the association may, simply by notifying one or other of the arbitrators designated in Article 18.10 and the establishment, request that his grievance be heard in a timely manner.

17.09 ARBITRATOR’S POWERS

The arbitrator, either ex officio or at the request of one of the parties, shall have the right to suspend the disciplinary measure until such time as a final ruling is made on the substance if, in light of the alleged facts as well as of the obligations and duties of the establishment, it proves that suspension or dismissal could cause serious or irreparable damage with respect to rotations or other teaching activities.

17.10 ARBITRATOR’S DECISION

Any decision of the arbitrator shall be submitted in writing and shall be forwarded under his authority to the parties. In addition, any decision leading to suspension or dismissal shall also be conveyed by the establishment to the faculty of medicine concerned.

17.11 BURDEN OF PROOF

In all cases of disciplinary measures, including suspensions and dismissals, the burden of proof shall rest with the establishment.

17.12 DISCIPLINARY NOTICE

Any notice or report of a disciplinary nature which is successfully contested by a resident shall be stricken from his record.

17.13 DEADLINE FOR COMPLAINT

No resident may be charged with an offence later than one (1) year after its commission, provided no similar offence has been committed in the year (12 months).

17.14 ADMISSION

No admission signed by a resident may be brought against him before an arbitrator unless it is:

- an admission signed before a duly authorized representative of the association or the Federation;
- an admission signed in the absence of a duly authorized representative of the association or the Federation, but not withdrawn in writing by the resident within seven (7) days after the signing.
ARTICLE 18
GRIEVANCE AND ARBITRATION

18.01
GRIEVANCE
A difference in interpretation or violation of any of the provisions in this Agreement as well as any disagreement relative to the working conditions of the residents under the jurisdiction of the establishment may constitute a grievance.

INTERPRETATION
A grievance is a written request to the employer, generally to the Human Resources Department, aimed at rectifying a situation which constitutes a violation of the collective agreement or concerns a difference of interpretation of the text of this Agreement. A grievance is filed for different reasons: either you are the subject of a disciplinary measure (written warning, suspension, dismissal, etc.), or you have a difference of opinion with the establishment concerning the interpretation of your Agreement, or the employer has violated the Agreement or your rights, or is preparing to do so.

18.02
DEADLINE FOR GRIEVANCE
A grievance shall be subject to the following procedure: Any resident or the association shall, within ninety (90) calendar days of taking cognizance of the fact giving rise to the grievance but within not more than twelve (12) months of the occurrence of the fact giving rise to the grievance, submit it in writing to the establishment, which shall reply in writing to the person submitting the grievance within the following ten (10) calendar days. A grievance pertaining to salary may be filed at any time, but it shall

INTERPRETATION
If you are considering filing a grievance, we suggest you contact your Association or the Federation. We will help you build your file and conduct a legal analysis of it, so as then to be in a position to draft the grievance, where applicable. The grievance will state the situation in dispute and the corrective measure demanded.

The grievance is then forwarded to your establishment's Human Resources Department. The grievance must be sent within 90 calendar days of the time when you became aware of the facts leading to the dispute. If these facts occurred more than 12 months ago, you may no longer file a grievance, because the deadline will have passed.

18.03
DEADLINE CALCULATION
The deadlines of ninety (90) days and twelve (12) months, as applicable, are strict deadlines.

18.04
The deadline shall be calculated from the date of the last event giving rise to the grievance.
18.05 No deadline other than those stipulated in this Agreement shall be applied with respect to a grievance.

18.06 COMPOSITION OF GRIEVANCE

The letter constituting the grievance shall contain a summary report of the facts and the corrective measures requested.

18.07 RESIDENT’S RIGHTS

The resident who leaves the establishment shall retain his right to the grievance and arbitration procedure until such time as he has collected the full sum of money to which he is entitled under this Agreement, provided he exercises his rights within ninety (90) days of taking cognizance of the fact giving rise to the grievance.

INTERPRETATION

When you complete your residency, if a dispute remains concerning your salary due (for instance, your bank of leave that may be converted to monetary compensation, your final pay, etc.), the grievance procedure remains the legal route for claiming that amount from the establishment.

18.08 DEADLINE FOR ARBITRATION

The association may, at any time, demand that the grievance be sent for arbitration by addressing a request to the designated arbitrator, with notice to the other party.

INTERPRETATION

The decision to take a grievance to arbitration lies exclusively with the Association, even if the grievance was filed on your behalf. This decision will be made with the Federation’s resource persons following analysis of the file, in order to ensure that the grievance has a reasonable chance of succeeding.

Arbitration is a procedure which consists in asking a third party, i.e., an arbitrator, to rule on the dispute which gave rise to the grievance. The individuals who do this work are listed in Article 18.10. The arbitrators generally travel to the different establishments. It can take from several months to as much as one year from the forwarding of a grievance to arbitration to the moment the arbitrator hands down his ruling. Arbitration is essentially a court hearing where each party presents its witnesses and arguments. Where applicable, you will have to be prepared to cooperate in this process.

18.09 The establishment agrees to meet with the association at any time, at the request of the latter, to discuss the grievance and attempt to reach an agreement.
18.10 The establishment and the association shall agree on the appointment of one of the arbitrators from the following list:

- Me Pierre Laplante (chief arbitrator)
- Me Francine Beaulieu
- Me Jean-Alain Corbeil
- Me Robert Côté
- Me André Dubois
- Me Nathalie Faucher
- Me Maureen Flynn
- Me Francine Lamy
- Me André G. Lavoie
- Me Jean Pierre Lussier
- Me Claude Martin
- Me Jean-René Ranger
- Me Andrée St-Georges

Failing an agreement to designate an arbitrator within fifteen (15) days following the filing of the grievance, the arbitrator, at the request of one of the parties, shall be designated by the chief arbitrator from the list of arbitrators appearing in this article.

**INTERPRETATION**

When a file is referred to arbitration, the establishment and the Association have to agree on the arbitrator who will hear the case. In the event of disagreement between the parties, the chief arbitrator will name one of the arbitrators listed in this article.

18.11 CALL TO ARBITRATION HEARING

Once the arbitrator is advised of a grievance, he shall call the parties to a hearing in order to proceed as quickly as possible.

18.12 DECISION

The decision of the arbitrator is final and shall bind the parties.

**INTERPRETATION**

The arbitrator’s ruling is final, without possible appeal. It binds the parties and the resident concerned, pursuant to the *Labour Code*, CQLR, c. C-27.
The fees and expenses of the arbitrator are borne by the party which submitted the grievance if the latter is denied or by the party to whom the grievance was submitted if the latter is granted. In the event the grievance is partially granted, the arbitrator shall determine the proportion of fees and expenses to be borne by each of the parties.

In all cases, the arbitrator’s fees and expenses with respect to the postponement of a hearing or withdrawal of a grievance shall be borne by the party requesting such a postponement or responsible for such a withdrawal.

**INTERPRETATION**

In short, the arbitrator’s fees are paid by the party which loses the arbitration, except when the award partially grants the demands contained in the grievance.

The arbitrator shall summon the parties peremptorily if they do not agree to proceed within a reasonable timeframe.

The arbitrator may proceed ex parte if either party does not appear on the day of arbitration.

A decision by the arbitrator shall be rendered in writing, and transmitted under his authority to the parties. Moreover, under no circumstances is the arbitrator empowered to modify the text of the Agreement.

If the arbitrator decides that a sum of money is to be paid, this sum shall bear interest, as of the date the grievance was filed, equal to the Bank of Canada’s discount rate in force on that date, plus one and one-half percent (1½%).

When the grievance involves a monetary claim, the interested party may first have the arbitrator seized of the grievance decide on whether or not a claim may be entertained without having to establish the amount of money to be claimed. If it is decided that the grievance is wholly or partially justified and the parties disagree on the sum of money to be paid, a simple notification in writing addressed to the arbitrator shall refer the matter to him for final decision. A copy of this notification shall then be forwarded to the other party. In this case, the provisions of this article shall apply.

With respect to disciplinary matters, the arbitrator may confirm, change or rescind the decision of the establishment; he may, as applicable, replace it with a decision which he believes to be just and reasonable, taking into account all aspects of the case.
### 18.20 MULTIPLE GRIEVANCES

The Ministry of Health and Social Services and the Federation, acting on behalf of its affiliated associations, may agree that one or more grievances filed locally are provincial in scope and may, accordingly, refer them to joint arbitration. The parties shall agree on the appointment of an arbitrator, in accordance with the procedure set out in Article 18.10. The parties may also agree to use the mediation procedure set out in Article 18.24 et seq. below in order to conduct a single mediation.

The decision arising from such arbitration or mediation shall be binding on all the establishments concerned as well as the designated associations and the residents members of these associations, provided the said associations have given notice of their agreement in that regard in writing prior to the adoption of the aforementioned decision.

### 18.21 COLLECTIVE GRIEVANCE

If several residents taken collectively or the association itself believe themselves wronged, the association may submit a collective grievance following the procedure described above.

### 18.22

In the case of a collective grievance, the group shall be represented by a person appointed by the association.

### 18.23 GRIEVANCE TO THE MINISTER

A difference in interpretation or violation of the stipulations provided for in Articles 4.01, 19.06, 19.07, 28.08, 34, 35.03 and 36 and Letter of Understanding #1 concerning transitory measures for the reimbursement of travel, accommodation and living expenses may give rise to a grievance between the signatory parties to this Agreement, in accordance with the procedure provided for in Articles 18.02 to 18.19, with the necessary modifications.

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**INTERPRETATION**

The Federation may file a grievance directly with the Minister for non-compliance with the articles listed above, and refer this grievance to arbitration in accordance with the procedure in Article 18. These articles deal in particular with travel, accommodation and living expenses, and the Standing Committee on Physician Resources.

### 18.24 MEDIATION

A party may serve notice of its intention to use the mediation procedure provided for in Articles 18.25 to 18.32 to settle one or more grievances. The other party shall, within the following fifteen (15) days, provide notice of its agreement or disagreement. Failing a response, that party shall be deemed to have refused.

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**INTERPRETATION**

It is possible to use a mediation process to settle a grievance. This process could be defined as intervention in a dispute by a neutral, impartial third party who, while having no decision-making authority, may none the less help the parties reach a mutually acceptable settlement of the questions raised by the grievance. This process requires the agreement of both parties.
**18.25 CHOICE OF MEDIATOR**

If there is an agreement to use the mediation procedure, the parties shall agree on the choice of a mediator and, unless they decide otherwise, the mediator shall be chosen from among those recommended by the Quebec Bar or the Ministry of Labour, Employment and Social Security. Failing an agreement, the arbitration procedure provided for in Articles 18.08 to 18.19 shall apply.

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**18.26 MEDIATION FOR GRIEVANCE TO THE MINISTER**

In the case of one or more grievances pursuant to Article 18.23, if there is an agreement between the parties to use the mediation procedure, the latter suspends the recourse provided for in Articles 18.08 to 18.11. At the request of one of the parties, and after an eight (8) week waiting period following the date on which they served notice of their agreement to use the mediation procedure, the recourse provided for in Articles 18.08 to 18.11 shall apply if the parties have not resolved the dispute between them within that waiting period. The parties shall agree on the choice of a mediator and, unless they decide otherwise, the mediator shall be chosen from among those recommended by the Quebec Bar or the Ministry of Labour, Employment and Social Security. Failing an agreement, the arbitration procedure provided for in Articles 18.08 to 18.22 shall apply.

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**18.27 SUSPENSION OF HEARING**

In the case of one or more grievances involving a dispute between the association and the establishment, mediation shall suspend the holding of an arbitration hearing, except where either party terminates the mediation.

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**18.28 MAINTAINING ARBITRATION**

The mediation procedure shall not lead to delaying or preventing transfer of the grievance to arbitration, the appointment of an arbitrator to hear it, or the scheduling of a hearing date by the said arbitrator, unless the parties agree otherwise.

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**INTERPRETATION**

To ensure the file is heard within a reasonable timeframe, mediation is a process which runs alongside the arbitration process. On the other hand, the arbitration process may be suspended if both parties agree to it.

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**18.29** The parties may agree on the rules for mediation.

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**18.30 COSTS AND FEES**

In all cases, the expenses and fees incurred on the nomination of the mediator and in the performance of his duties shall be paid jointly and equally by both parties involved.
18.31 CONFIDENTIALITY

Discussions between the parties during the mediation shall be confidential, and may not be reported on during arbitration or in any other proceedings.

18.32 END OF THE MEDIATION

The mediation procedure shall terminate at any time upon the request of one of the parties.

INTERPRETATION

Discussions during the mediation process must remain confidential. Thus, none of the information shared could be used in any other proceedings, such as before university authorities. This rule allows the parties to have more informal discussions in order to try to settle the dispute, with no fear that the content of these discussions might be detrimental should the mediation fail and it be necessary to discuss the facts of the dispute before the arbitration board.
ARTICLE 19
PARKING, TRAVEL, ACCOMMODATION AND LIVING EXPENSES

19.01 PARKING
Each establishment shall provide a parking space for the resident.

19.02 CALL DUTY PARKING FEES
During a call period and in the two (2) hours following such a period, parking shall be free-of-charge for the resident. In addition, when his work schedule requires him to leave the establishment after 21:00, parking shall be free-of-charge.

Reimbursements shall be made upon submission of the appropriate supporting documents.

INTERPRETATION
Parking is free-of-charge, on weekdays, on the day when call duty begins. It is also without charge during the call period, and for two hours following that period.

19.03 REGULAR FEES
As a term of application of Article 19.01, the parties agree that the resident shall pay for his parking space at one-half (½) the rate determined for the other doctors of the resident’s main facility. The facility may not demand payment for parking from the resident for a period that exceeds the length of his rotation. Parking is, however, free-of-charge for the resident who does not hold a monthly permit, on a weekday, during the day when the on-call schedule begins.

When the resident holding a parking permit has to go to another facility than the one covered by his permit in the performance of his duties, he shall have access to a parking space without charge or, failing that, the resident shall be reimbursed for the cost of parking by his establishment upon submission of the appropriate supporting documents.

INTERPRETATION
Payment for the parking space must not be for a duration greater than that of the rotation. Thus, if you begin a rotation on January 16 and end it on February 12, you do not have to pay for a parking pass for the whole of January and the whole of February. You will pay only for the rotation period.

You pay for your parking space in the facility where you spend the most time. Thus, if most of your rotation is carried out at the Royal Victoria Hospital, for instance, you will pay for your monthly parking permit at the RVH. But if you have to go to another facility which does not recognize your parking permit in the context of your work, your parking will have to be reimbursed by your establishment, upon submission of supporting documents. Note that each establishment has established its procedures which must be followed in order to obtain reimbursement of parking fees. Check with your establishment’s Teaching Office for further details.
**19.04**
**PARKING FOR COURSES**
In the event that the resident has to go to a facility other than his main facility to take a course, the parties agree that the establishment shall reimburse him one-half (½) the visitor parking rate for his parking space. The application for reimbursement shall contain the appropriate supporting documents.

**INTERPRETATION**

The collective agreement makes a distinction between times when you are “at work” and when you are present at a site solely for “academic” purposes. The boundary between the status of “salaried employee” and “postgraduate” is often very indistinct, so the status has to be determined from the context (who requires your presence at this site, and to what main purpose?).

The establishment has to reimburse residents half the visitor rate when you have to go there to take a course. Each establishment has established its own procedure for reimbursing parking fees. Check with your establishment’s Teaching Office for further details.

**19.05**
The establishment shall agree to the association’s request to meet in order to resolve any issues concerning parking safety, access or availability, or the application of this article.

**19.06**
**CIRCULAR FOR REIMBURSEMENT OF RESIDENT’S TRAVEL EXPENSES**
The travel, accommodation and living expenses to which residents are entitled are listed in the *Circular concerning reimbursement of residents’ travel expenses*. This Circular integrated with *Appendix III* shall take effect on July 1, 2019, and remain in effect until the renewal of this Agreement.

**INTERPRETATION**

Effective July 1, 2019, when you perform a rotation required by your program and associated with the competencies to be acquired with a view to obtaining your specialist certification (RCPSC, CFPC, Collège) in an establishment located more than 50 kilometres from your university region or FMU, as the case may be, you may obtain reimbursement for travel, accommodation and living expenses. Thus you are entitled to:

**Travel expenses:** $0.440 per km up to a maximum of two return trips per rotation period.

**Accommodation expenses:** be accommodated by the establishment, the Federation or the Association, or, if no such accommodation is available, receive $580 per rotation period.

**Living expenses:** $225 per rotation period.

The establishment where you are on rotation at the time you are entitled to these reimbursements is responsible for paying these expenses. It will do so upon submission of the appropriate supporting documents. So it is important to retain them so you can submit them. But, as the reimbursement procedure may vary slightly from one establishment to another, we invite you to check with the Teaching Office for further information.
19.07 The parties agree to set up a joint committee to review any issue concerning the application of Article 19.06.

19.08 HOME VISITS Notwithstanding the effective date specified in Article 19.06, from July 1, 2018 onward, the resident who, within the framework of a rotation and at the establishment’s request, is required to perform home visits can benefit from the reimbursement terms with respect to his travel expenses provided for in Article 5 or 6 of the Circular concerning reimbursement of residents’ travel expenses in Appendix III of the Agreement. Nevertheless, as far as possible, the use of public transit should be favoured. To benefit from such reimbursements, the resident shall provide supporting documents appropriate to the circumstances of the travel.

**INTERPRETATION**

If you make home visits in the course of your duties, you can be reimbursed for your travel expenses at the rate of $0.440 per km, or the equivalent of the cost of the public transit used. The establishment where you are on rotation is responsible for paying these expenses. It will do so upon submission of the appropriate supporting documents. It is therefore important to retain them so you can submit them. But, as the reimbursement procedure may vary slightly from one establishment to another, we invite you to check with the Teaching Office or its equivalent for further information.
ARTICLE 20

UNIFORM AND PAGER SERVICE

20.01 UNIFORM
The establishment shall provide free-of-charge, to residents who so request, a complete uniform (smock, shirt, slacks or dress) when their duties require that a uniform be worn.

20.02 MAINTENANCE
In all cases the establishment shall be responsible for the maintenance or cleaning of the uniform.

INTERPRETATION

The establishment has to provide you with the uniform required for your duties. For instance, if you have to go into the operating room, you must have access to scrubs. Also, the uniform lent by the establishment has to be cleaned regularly by the establishment.

20.03 COMMUNICATION DEVICES
The establishment shall provide the resident who is on call with a digital pager for the duration of his rotation. If the establishment places at the disposal of the resident on call or requires him to use a communication device other than the digital pager, the establishment shall be responsible for paying for the cost of its use. The establishment agrees to meet with the association at the latter’s request with a view to resolving any issues associated with the application of this article.

The resident shall not be responsible for damage to the device placed at his disposal, except where there is negligence on his part.

INTERPRETATION

If you are asked to use a communication device, such as a pager, your cellphone, or other software, within the context of your work as a resident and this use generates additional costs for you, the establishment must reimburse you for them. The reimbursement procedure can vary slightly from one establishment to another, so we invite you to check with the Teaching Office or its equivalent for further information.
ACCOMMODATION CONDITIONS

ARTICLE 21

21.01 RESIDENT’S LOUNGE

The establishment shall place at the disposal of the resident during his basic regular schedule or his call duty:

a) a lounge, for the exclusive use of residents, duly locked, the key to which is remitted to each resident following payment of a deposit. This room shall be readily accessible at all times, clean, heated and well-ventilated, and shall contain, in good working order:

   i. a telephone;
   ii. a radio;
   iii. a television;
   iv. a computer with Internet access;
   v. WiFi access, where available in the facility or establishment;

b) locker with key for the deposit of his personal effects;

c) a supplementary locker, likewise with key, situated in the operating room area, for the use of the resident so assigned;

d) a single room, for the exclusive use of residents, equipped with lock, bed whose sheets shall be changed daily, desk, chair, lamp and telephone; this room, duly heated and well-ventilated, shall be maintained daily by the establishment;

e) access to a full bathroom with shower (hot and cold water) and bath towels in sufficient quantity;

f) any other additional facility which has been otherwise agreed to by the association and the establishment.

The establishment shall agree to meet with the association to resolve any issues associated with the application of this article.

INTERPRETATION

a) The lounge may not be used by other staff members or patients. It must also be equipped with Internet and WiFi access, unless this is not possible in the facility. Should such access not be provided, a grievance may be filed to have the situation corrected.

d) Your call room must be cleaned and the sheets changed every day, including weekends. Each resident must have his own room. In addition, this room may not be used by other staff members or patients, or as a treatment room during the day. Finally, it must be lockable.
### ARTICLE 22 MEALS

#### 22.01 PRICE
The price of meals for the resident shall be the same as that established for the nurses of the establishment.

**INTERPRETATION**

This article concerns meals provided to employees of the facility in the cafeteria, pursuant to the collective agreement. The price of each meal must include a complete service, i.e., soup, main dish, and dessert for lunch, supper and night-time meal. For breakfast, it must include a hot drink and main dish.

#### 22.02 HOT MEALS
The establishment shall provide residents with three (3) full, hot meals (breakfast, lunch and supper). The establishment shall implement alternative measures for residents who are not in a position to take their meals during cafeteria opening hours. It shall consult the association ahead of time as to the measures to be implemented.

A night-time meal shall be offered by the establishment to the resident on night call.

**INTERPRETATION**

Regardless of the cafeteria opening hours, the establishment is required to provide both the three day-time meals, and the night-time meal. So alternative measures must be implemented in the event the cafeteria is closed during one of those meals.

The establishment must ensure that the resident has access at all times to a call duty meal, regardless of the system in place.

In case of difficulty, the Association or Federation must be informed.

#### 22.03 CALL DUTY PRICE
Meals provided for residents on call shall be free-of-charge in accordance with the administrative terms determined between the establishment and the association.

#### 22.04 LOCAL AGREEMENT
The association and the establishment may agree to other more favourable arrangements.
ARTICLE 23

STATUTORY HOLIDAYS

23.01 STATUTORY HOLIDAYS

The establishment shall recognize and observe during the year thirteen (13) paid statutory holidays. These holidays shall be noted on a list drawn up by the establishment and given to each resident by July 1 of each year at the latest.

Without limiting the foregoing number of statutory holidays, the resident shall benefit from the paid statutory holidays observed in the establishment where he is on rotation.

INTERPRETATION

A statutory holiday is a day designated by the establishment as a statutory holiday. For instance, Easter always falling on a Sunday, the establishment will designate the Monday as the statutory holiday.

As you have rotations in more than one establishment, you are given the statutory holiday of the establishment where you are performing the rotation, even if you are paid by another establishment. For instance, if you are performing a rotation at the CHUM but are paid by the CIUSSS de l’Estrie – CHUS, the establishment will observe the CHUM’s statutory holidays.

If you are in that situation, it is possible that you may obtain more than 13 statutory holidays once the year is completed, as provided for in the Agreement. If, however, you notice that, because of changing establishments, you cannot observe the minimum of 13 statutory holidays, you may take the missing statutory holidays, up to a maximum of 13, at a time agreed upon between you and your establishment.

Note that, for the purposes of applying the Agreement, pursuant to Article 1.11, the year begins on July 1 and ends on June 30.

Certain standards also apply concerning the validity of your rotation if you plan to take vacation. To do so, you may wish to check your University’s policy in that regard.

23.02 DISTRIBUTION

When assigning call periods, the establishment shall divide the statutory holidays fairly among residents in the same department.
When the resident is required to work during one of the statutory holidays, he may accumulate all these holidays. These holidays so accumulated shall be taken, after agreement with the establishment, at any time during the year.

At the resident’s request, however, the establishment shall pay him for each of these accumulated holidays compensation equal to one one-hundred-and-thirtieth (1/130) of his annual salary, as well as paying him for the statutory holiday at the regular rate.

Statutory holidays worked, by way of call duty in an establishment or call duty at home, may be accumulated and taken as leave at other times in the year.

A statutory holiday worked entitles you to a day off. At your choice, however, rather than taking this statutory holiday later as a day off, you may demand to be paid triple time, i.e., the salary paid on the statutory holiday plus the equivalent of twice the salary for one day. To do so, you must apply to the Teaching Office or the Payroll Department. You have until the end of the academic year (June 30) to decide to be paid for any statutory holidays not taken during the year.

The resident may receive the benefits provided for in Article 23.03 above as soon as the period during which he has to work lies, in whole or in part, during a statutory holiday.

If a portion of your call duty lies within a statutory holiday, you are deemed to have worked on that holiday.

For instance, if Monday, April 5, 2021 is a statutory holiday and you are on call duty at home on Sunday, April 4, 2021, you will have the possibility of taking your statutory holiday at a later date or being paid for it, since part of your call duty, i.e., between midnight and 08:00 Monday morning, lies within the statutory holiday. Similarly, if you perform night call in an establishment on April 5, 2021 from midnight to 08:00 Monday morning, you will also have the possibility of taking your statutory holiday at a later date or being paid for it.

Note, however, that if you perform two call duties at home in a row, on Sunday, April 4 and Monday, April 5, you are deemed to have worked on one statutory holiday only.
**23.05**

**CARRY OVER OF STATUTORY HOLIDAYS**

When one of these statutory holidays falls on a weekly day off, a Saturday or a Sunday, during annual vacation or during sick leave not exceeding twelve (12) months, when the resident has to be paid from his sick leave reserve, except for work accidents, the resident shall not lose this statutory holiday, which shall be carried over to another date agreed upon with the establishment.

Furthermore, if the statutory holiday falls during sick leave not exceeding twelve (12) months, when the resident is paid under the salary insurance provisions, the establishment shall pay the difference between his salary insurance benefit and his salary (one two hundred and sixtieth (1/260)).

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**INTERPRETATION**

If there is a statutory holiday during your vacation, you may take this statutory holiday later as a day off.

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**23.06**

**CHRISTMAS AND NEW YEAR’S HOLIDAY PERIOD**

At Christmas or New Year’s, the resident shall be entitled to take five (5) consecutive days’ leave, including Christmas Day or New Year’s Day. Days other than statutory holidays and weekend days included in this leave shall be deducted from annual vacation and accumulated statutory holidays, as the resident chooses.

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**INTERPRETATION**

The statutory holidays of the Holiday period are those determined by the establishment where you are on rotation, or standing in lieu thereof, i.e., December 25, December 26, January 1, and, in some establishments, January 2.

You are entitled, during the Holiday period, to a minimum of five consecutive working days’ leave, in addition to the weekend in certain circumstances, i.e., during the Christmas or New Year’s Day period. In fact, in the event that your five days’ leave is split by a weekend, that weekend must be free of any clinical activity and must not be deducted from the leave provided for in this article.

To determine these five days’ leave, the establishment will first use the statutory holidays observed depending on your set leave period, i.e., December 25 and 26, or what stands in lieu of it, or New Year’s Day and, in some establishments, January 2, or what stands in lieu of it. Then, to determine the other three days, some establishments will first use the other two statutory holidays worked accumulated during the Holiday period, followed by one day’s vacation. But if instead you want these three days to be deducted entirely from your bank of vacation days, make sure you let the establishment know this before the leave begins.
ARTICLE 24

SOCIAL LEAVE

24.01 BEREAVEMENT LEAVE

The establishment shall grant the resident:

a) a five (5) calendar-day leave upon the death of his spouse or dependent child;

b) a three (3) calendar-day leave upon the death of the following members of his family: father, mother, brother, sister, stepfather, stepmother, or mother or father of the spouse, daughter-in-law and son-in-law;

c) a one (1) calendar-day leave upon the death of his spouse’s child (with the exception of those provided for in paragraph 24.01 a)), a sister-in-law, brother-in-law and grandparent;

d) when a death occurs as mentioned in the preceding subparagraphs, one (1) additional day for travel purposes if the funeral is held two hundred and forty (240) kilometres or more from his place of residence.

INTERPRETATION

Bereavement leave is established on the basis of calendar days. A calendar day includes weekend days. For instance, if the death occurs on a Sunday, you start counting the days of leave from the Sunday.

24.02 LEAVE FOR MARRIAGE

In the event of his marriage or civil union, the resident shall be entitled to seven (7) calendar days of leave, to which he may add a week of leave without pay. This leave is granted on condition that the resident advise the establishment thereof four (4) weeks in advance.

INTERPRETATION

The seven days’ leave for marriage or civil union include the day of the wedding or civil union. For your leave to be accepted, you must notify the establishment, generally the Teaching Office, no less than four weeks before the wedding or civil union.

24.03 MONETARY PROVISIONS

The days of leave referred to in the preceding articles shall be granted as from the date of the event.

These days of leave shall be paid at the resident’s regular salary rate. Nevertheless, only those days during which the resident was to have worked during this period of absence shall be paid under this article.

In all cases, the resident shall advise his immediate superior and, upon request of the latter, shall present proof of or attestation to these facts.
UNPAID LEAVE

The establishment shall grant the resident who so requests unpaid leave for a maximum duration of twelve (12) months, provided this leave has been previously authorized by the faculty of medicine.

INTERPRETATION

Application procedure
Generally speaking, if you want to be given unpaid leave, you must first request it from your program director. If the request is granted, it must then be submitted for final approval to the Office of the Associate Dean of your faculty of medicine. The granting of unpaid leave is governed by each faculty of medicine’s internal policy. Then your establishment will be able to grant you unpaid leave of up to 12 months’ duration.

Insurance coverage
For unpaid leave of 28 days or less, the supplementary insurance plans provided for in the Agreement remain in effect. For a longer period, you must continue paying your premiums, and must pay the employer’s contribution as well, in order to maintain your coverage. To do so, please contact the Federation.

Termination and repayment of loans and grants
During your unpaid leave, you lose your student status, since you are no longer paying tuition fees. The Ministry of Education and Higher Education (MEES), which manages the Quebec government’s loans and bursaries program, will be advised of this status change by your university, and this means you will lose your eligibility for that program. As soon as you return, the Ministry of Education and Higher Education will reinstate your eligibility.

In addition, the Regulation respecting Financial assistance for education expenses stipulates that you are entitled to a six-month grace period before making your first student loan repayment, as applicable. But interest on this loan will be calculated from the first day on which you lose your student status. You will receive a notice to that effect from your financial institution, asking you to establish the loan repayment schedule.

Note that this notice is usually sent out only toward the end of the grace period. So, if you wish to start repaying interest on the loan earlier, it is up to you to contact your financial institution.

The reimbursement process will be stopped as soon as you resume your residency. To confirm your status, you must forward to the financial aid office of the Ministry of Education and Higher Education (MEES) a form confirming that you have regained your student status. You will find this form at your University’s financial aid office.

RETURN

Upon returning from the unpaid leave indicated in Articles 24.02 and 24.04, the resident shall resume his position and perform his rotation in accordance with the training card issued by the Collège, without prejudice to the continuation and completion of his training, with all rights and benefits provided for in the Agreement.
The resident may, after having notified the establishment thereof as early as possible, be absent from work for up to ten (10) days without pay per year in order to fulfil obligations related to the care, health or education of his child or his spouse’s child, or owing to the state of health of his spouse, his father, his mother, a brother, a sister or one of his grandparents.

Days thus used shall be deducted from the annual bank of sick leave or taken without pay, as the resident chooses.

This leave may be split into half-days, if the establishment agrees thereto.

The resident shall take the reasonable steps available to him to limit the taking and duration of leave provided for in this paragraph.

You may thus benefit, for family reasons, from 10 days’ leave per year. This leave may be deducted from the annual sick-day bank in order to receive payment for the days used. If, however, you have no sick leave left or do not wish to use it, it is possible to take this leave without pay. Leave may be taken in half-days.

You do not need to obtain authorization from the medical faculty to take such leave. You must, however, notify the establishment as soon as possible.

In addition, since June 12, 2018, the Act respecting labour standards has stipulated that these leave days can also be taken “because of the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26).” Note that for the purposes of this Act, “relative” means “the child, father, mother, brother, sister and grandparents of the employee or the employee’s spouse, as well as those persons’ spouses, their children, and their children’s spouses. The following are also considered to be an employee’s relative for the purposes of those sections:

1. a person having acted, or acting, as a foster family for the employee or the employee’s spouse;
2. a child for whom the employee or the employee’s spouse has acted, or is acting, as a foster family;
3. a tutor or curator of the employee or the employee’s spouse or a person under the tutorship or curatorship of the employee or the employee’s spouse;
4. an incapable person having designated the employee or the employee’s spouse as mandatary; and
5. any other person in respect of whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person’s state of health.”
The resident may be absent from work under Articles 79.8 to 79.15 of the Act respecting labour standards, by notifying the establishment of the grounds for his absence as early as possible and supplying supporting documents justifying his absence.

### INTERPRETATION

Sections 79.8 to 79.15 of the Act respecting labour standards provide for the extension of unpaid leave taken for family reasons, such as:
- serious illness of a child, spouse, mother or father;
- disappearance of a child;
- suicide of a child or spouse; and
- death of a child or spouse caused by or resulting from a criminal offence.

In that case, you must notify the establishment and provide evidence for your absence.
ARTICLE 25

ANNUAL LEAVE (vacation)

25.01
VACATION DURATION

The resident shall be entitled to four (4) calendar weeks of paid annual vacation during the year of residency. This vacation shall be divisible. A leave application shall be submitted to the establishment no less than sixty (60) days prior to the start of the leave, except where there is an agreement with the establishment for a shorter timeframe. This request may not be denied unless the establishment is able to determine that granting this vacation would seriously hinder the provision of medical care normally provided by the medical group in which he is undergoing training.

The establishment shall provide a written response no later than fifteen (15) working days following receipt of the leave application, failing which it shall be deemed to have agreed.

The following year the resident may take the vacation days unused as at June 30 each year, up to a total of ten (10) days per year. Nevertheless, vacation days carried forward may not be converted to monetary compensation. Notwithstanding the foregoing, leave not used as of June 30 each year owing to an authorized absence of at least nine (9) months during a year pursuant to Chapter 26 or 28 of this Agreement shall be carried forward to the following year, up to a maximum of four (4) weeks. The resident in this situation shall submit a written request to the establishment two (2) weeks prior to the end of the year.

CARRY OVER OF UNUSED VACATION DAYS

You must apply for your vacation no less than 60 days prior to the leave. It is preferable to make your application in writing, following your establishment’s set procedures. The article stipulates that if, within 15 working days of your request, you have not received a response, the establishment is deemed to have agreed to your vacation.

Note, also, that you can split your annual leave into several days.

Note that it is always the establishment that has the burden of proof when vacation is denied, i.e., it has to prove that it would seriously disrupt the delivery of the medical care usually delivered by the medical team as a whole in which you are performing your rotation.

You may, at your choice, carry forward to the following year up to 10 days’ unused vacation days. But if they are not taken the following year, they are lost and cannot be taken in monetary compensation. Thus, priority must be given to using the previous year’s vacation, to ensure it is not lost.

Furthermore, if you are on leave for at least nine months during a year for parental (Art. 26) or medical reasons (Art. 28) and this means you were unable to take all your annual leave, your entire balance can be carried forward, even if it is more than 10 days, but for a maximum of four weeks, after you have expressly requested it from the establishment at least two weeks before the end of the year.

Certain standards also apply with regard to the validity of your rotation (a certain percentage of attendance per rotation) if you are considering taking vacation. To that end, you can validate this with your University’s policy to that effect.

INTERPRETATION
**25.02 TAKING VACATION**
The resident shall be entitled to annual vacation in any establishment, regardless of the duration of his rotation in that establishment.

**25.03 SPOUSES PROVISIONS**
When both spouses work in the same establishment, they shall be entitled to take their annual vacation at the same time.

**25.04 MONETARY PROVISIONS**
The resident shall receive his annual vacation pay at the same time as the penultimate paycheque before he starts his annual vacation.
The normal deductions shall be made from his annual vacation paycheques.

**25.05 WEEKEND**
The resident shall not be required to work the weekend immediately following or immediately preceding the annual vacation period.

**INTERPRETATION**
The establishment must give you leave on the two weekends bracketing your vacation. Obviously, the weekends must immediately precede or follow a vacation day. So, for instance, if you take a Friday as annual leave, you will have to have the weekend that follows off.

**25.06 SICKNESS PROVISIONS**
The resident who is unable to take his annual vacation during the chosen period owing to illness, accident or work accident occurring before the beginning of the vacation period may postpone his vacation to a later date. He shall, however, notify the establishment thereof before the date established for the beginning of his vacation period, unless he is unable to do so as a result of physical incapacitation, in which case his vacation is automatically postponed. In the latter case, the resident shall provide proof of physical incapacitation as soon as possible. Upon his return, the resident shall establish the new dates for his vacation, in accordance with Article 25.01.

**25.07 TERMINATING OR ABANDONING TRAINING**
The establishment shall pay the resident terminating or abandoning his training the days of annual leave accumulated at the time of his departure.

**INTERPRETATION**
With the exception of vacation carried forward from the previous year, residents in their final year of training or abandoning their training will be paid for their vacation that they did not take. Note that the number of days’ vacation is proportional to the number of months of rotations performed.
As with the rest of this guide, the following pages contain a detailed interpretation of the provisions of Article 26. But, in order to allow you to see at a glance the essential details of the paid parental leave to which you are entitled, a summary table is presented below. Note that unpaid leave is also provided for in Article 26.41.

### Maternity leave

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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>50 weeks</td>
<td>(21 weeks x 95%) + (4 weeks x 70%) + (25 weeks x 55%) = average of 72.4% of your regular income over a 50-week period</td>
</tr>
</tbody>
</table>
### INTERPRETATION

<table>
<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
</tr>
</thead>
</table>
| **Maternity leave (21 weeks)**  
(art. 26.06 et seq.) | Weeks 1 to 15  
15 weeks’ QPIP maternity benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements |
|  | Weeks 16 to 21  
6 weeks’ QPIP parental benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements |
| **Parental leave**  
(art. 26.41) | Weeks 22 to 40  
19 weeks’ QPIP parental benefits (75%) |
| **TOTAL** | 40 weeks  
(21 weeks x 95%) + (19 weeks x 75%) = average of 84.8% of your regular income over a 40-week period |
<table>
<thead>
<tr>
<th>Paternity leave</th>
<th>QPIP BASIC PLAN</th>
<th>QPIP SPECIAL PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paternity leave (art. 26.28)</td>
<td>1 week</td>
<td>5 days paid at 100% by employer, including premiums and supplements</td>
</tr>
<tr>
<td>Paternity leave (art. 26.29)</td>
<td>5 weeks</td>
<td>5 weeks’ QPIP paternity benefits (70%) + employer’s allowance = 100% of usual salary, including premiums and supplements</td>
</tr>
<tr>
<td>Parental leave divisible between spouses (art. 26.41)</td>
<td>Maximum 7 weeks*</td>
<td>7 weeks’ QPIP parental benefits (70%)</td>
</tr>
<tr>
<td></td>
<td>Maximum 25 weeks*</td>
<td>25 weeks’ QPIP parental benefits (55%)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>38 weeks, of which 37 are paid by the QPIP</td>
<td>29 weeks, of which 28 are paid by the QPIP, with possibility of 2 weeks’ unpaid leave</td>
</tr>
</tbody>
</table>

*The number of weeks’ parental leave available will be deducted from the number of weeks taken by the mother.

*The number of weeks’ parental leave available will be deducted from the number of weeks taken by the mother.
### Adoption leave

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave (art. 26.33)</td>
<td>1 week</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (5 weeks) (art. 26.34 et seq.)</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (art. 26.41)</td>
<td>Maximum 7 weeks</td>
</tr>
<tr>
<td></td>
<td>Maximum 25 weeks</td>
</tr>
</tbody>
</table>

**TOTAL** 38 weeks, of which 37 are paid by the QPIP

<table>
<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave (art. 26.33)</td>
<td>1 week</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (5 weeks) (art. 26.34 et seq.)</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (art. 26.41)</td>
<td>Maximum 23 weeks</td>
</tr>
</tbody>
</table>

**TOTAL** 29 weeks, of which 28 are paid by the QPIP
SECTION I - GENERAL PROVISIONS

26.01 LEAVE ALLOWANCE

Maternity, paternity or adoption benefits shall be paid solely by way of a supplement to Parental Insurance or Employment Insurance benefits, as applicable, or, in the cases mentioned below, by way of payment during a period of leave for which the Quebec Parental Insurance Plan and the Employment Insurance Plan do not apply.

Subject to subparagraph a) of Article 26.15 and to Article 26.16, maternity, paternity and adoption benefits shall, however, be paid solely during the weeks when the resident receives or would receive, if he applied for them, Quebec Parental Insurance Plan or Employment Insurance Plan benefits.

In the event the resident shares with his spouse the adoption or parental benefits provided for under the Quebec Parental Insurance Plan or the Employment Insurance Plan, the benefit shall be paid only if the resident is actually receiving a benefit under either of those plans during the maternity leave provided for in Article 26.06, the paternity leave provided for in Article 26.29 or the adoption leave provided for in Article 26.34.

INTERPRETATION

Most pregnant residents are eligible for the Quebec Parental Insurance Plan (QPIP), but there are some exceptions (see Article 26.14 for QPIP eligibility criteria). Where applicable, you must apply under the Employment Insurance Plan.

This provision stipulates that your establishment pays you an allowance as a supplement to the Parental Insurance or Employment Insurance benefit to make up the difference between the amount of that benefit and an amount equivalent to 95% of your salary.

The purpose of the last paragraph of this article is to limit the opportunity for two spouses working in the public or parapublic sector [for definition, see Article 26.17 c)], in two different establishments, both to take leave that is restricted to one spouse only.

The establishment may require from the resident wishing to take such leave either an attestation from her spouse’s workplace issued by the latter’s employer or a statement made under oath by the resident herself.

26.02 SAME SEX SPOUSE BENEFITS

When both parents are women, the allowances and benefits granted to the father are then granted to the one of the two mothers who did not give birth to the child.
**26.03** RESTRICTIONS

The establishment shall not reimburse the resident for amounts that could be demanded of him/her by the Minister of Employment and Social Solidarity pursuant to the Act respecting parental insurance, or by Employment and Social Development Canada (ESDC) pursuant to the *Employment Insurance Act*.

---

**INTERPRETATION**

The maximum insurable income for 2018 is $74,000.

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**26.04**

The basic weekly salary\(^1\) shall be neither increased nor decreased by payments received under the Quebec Parental Insurance Plan or the Employment Insurance Supplementary Unemployment Benefit Plan.

---

**INTERPRETATION**

“Basic weekly salary” means the resident’s regular salary, including responsibility premiums and supplements, i.e., chief resident and assistant chief resident supplements, call responsibility premium, and teaching responsibility premium.

---

**26.05**

Barring express stipulations to the contrary, this article shall not give the resident any monetary or non-monetary benefit which he would not have received had he remained at work.

---

\(^1\) *Basic weekly salary* means the resident’s regular salary, including responsibility supplements.


**SECTION II - MATERNITY LEAVE**

**26.06 MATERNITY LEAVE: DURATION**

The pregnant resident eligible under the Quebec Parental Insurance Plan shall be entitled to maternity leave of twenty-one (21) weeks’ duration which, subject to Articles 26.10 or 26.11, shall be consecutive.

The pregnant resident not eligible under the Quebec Parental Insurance Plan shall be entitled to maternity leave of twenty (20) weeks’ duration which, subject to Articles 26.10 or 26.11, shall be consecutive.

The resident who becomes pregnant while benefiting from unpaid leave or partial unpaid leave as provided for in this article is also entitled to this maternity leave and to the benefits provided for in Articles 26.14, 26.15 and 26.16, as applicable.

The resident whose female spouse dies shall have the remainder of the maternity leave transferred to him and enjoy the rights and benefits associated with it.

**INTERPRETATION**

The maximum duration of your maternity leave will be 21 weeks, if you are eligible for the QPIP, and 20 weeks if you are not eligible. If you are not eligible for the QPIP, please consult the Federation. Note that the QPIP provides for maternity leave of 18 weeks’ duration. You will therefore have to apply to the QPIP for parental leave to cover the last three weeks of maternity leave provided for in this article.

**26.07 PREGNANCY TERMINATION**

The resident shall also be entitled to maternity leave in the event of pregnancy termination after the commencement of the twentieth (20th) week preceding the expected date of delivery.

**INTERPRETATION**

In the event of pregnancy termination after the commencement of the 20th week preceding the expected date of delivery, you are entitled to 21 weeks’ maternity leave. You will receive QPIP maternity benefits for the first 18 weeks as well as an employer’s allowance bringing you up to the equivalent of 95% of your regular salary, including premiums and supplements. During the last three weeks completing the 21 weeks’ maternity leave provided for in this Agreement, the benefit of 95% of your salary will be paid in full by the employer.

You are not, however, entitled to QPIP parental benefits. As to the father, he is entitled to the five days’ paternity leave provided for in Article 26.28, but he is not entitled to the five weeks’ paternity leave giving access to paternity benefits.

Finally, if you have a pregnancy termination prior to the 20th week of pregnancy, you can take special leave and benefit from salary insurance in accordance with Article 26.26 b). The duration of this leave is determined by the medical certificate issued by your attending physician.
26.08 DISTRIBUTION OF LEAVE
The resident shall decide on the distribution of her maternity leave, before and after delivery. This leave shall be concurrent with the benefit payment period under the Act respecting parental insurance and shall begin no later than the week following the start of payments granted under the Quebec Parental Insurance Plan.

For the resident eligible for benefits under the Employment Insurance Plan, the maternity leave must include the delivery date.

INTERPRETATION
You may start your maternity leave at any time, but if you wish to begin your maternity leave before the 24th week of pregnancy, you cannot receive QPIP benefits. You will therefore be on unpaid maternity leave during those weeks, except in case of preventive removal (see Article 26.24 for information on preventive removal). From the 24th week onward, you will be able to receive QPIP benefits and the employer’s allowance so you receive the equivalent of 95% of your salary, including premiums and supplements.

26.09 ELIGIBILITY
The resident shall be entitled to the totality of this maternity leave and all corresponding benefits, regardless of the time remaining in her employment.

INTERPRETATION
Nevertheless, to avoid a lot of red tape, it is in the resident’s interest to start her maternity leave at least one month before the scheduled end of her residency and to take the necessary steps, within the normally prescribed deadlines, to have a training card issued for the following year.

26.10 SUSPENSION OF LEAVE
When she is sufficiently recovered from the delivery and her child is unable to leave the health establishment, the resident may suspend her maternity leave by returning to work. It shall be completed when the child goes home to the family residence.

In addition, when the resident is sufficiently recovered from the delivery and her child is hospitalized after having left the health establishment, the resident may suspend her maternity leave, upon agreement with the establishment, by returning to work for the duration of this hospitalization.
Upon the resident's request, the maternity leave may be split into weeks if her child is hospitalized or when a situation arises, other than a pregnancy-related illness, as contemplated in section 79.1 or sections 79.8 through 79.12 of the Act respecting labour standards (CQLR, c. N-1.1).

The maximum number of weeks during which maternity leave may be suspended shall be equal to the number of weeks that the child's hospitalization lasts. For the other possibilities for splitting, the maximum number of weeks of suspension is that provided for in the Act respecting labour standards for such a situation.

During such a suspension, the resident shall be deemed to be on unpaid leave and shall receive no financial allowances or benefits from the establishment; she shall, however, receive the benefits provided for in Article 26.42.

The agreement stipulates that you may take up to 26 weeks' unpaid leave if your child is hospitalized after its birth. You may also take unpaid leave for a reason mentioned in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards. For such leave, contact the Federation for further information.

During that period, however, you continue to benefit from the drug insurance plan and the other optional insurance plans provided for in Article 26.42 of the Agreement, on certain conditions.

When the maternity leave suspended or split pursuant to Article 26.10 or Article 26.11 is resumed, the establishment shall pay the resident the allowance to which she would have been entitled if she had not taken advantage of such a suspension or split, for the number of weeks remaining pursuant to Articles 26.14, 26.15 or 26.16, as applicable, subject to Article 26.01.
To obtain maternity leave, the resident shall notify the establishment in writing at least two (2) weeks before the date of her departure. This notification shall be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the expected date of delivery.

The deadline for notification may be reduced if the resident presents a medical certificate attesting that she must stop working sooner than expected. In unforeseen circumstances, the resident shall be exempted from the formality of notification, provided she presents the establishment with a medical certificate attesting to the fact that she was forced to stop working without delay.

When the resident leaves on maternity leave, the establishment shall give her a certificate attesting that she is gainfully employed.

**INTERPRETATION**

The resident may be exempted from the notification owing to unforeseen circumstances, such as high-risk pregnancy, accompanied by sudden bleeding requiring her to be confined to bed. We suggest, however, that you advise the establishment as soon as you have decided when you will be taking your maternity leave. Also, the academic regulations of certain universities require you to inform the Office of the Associate Dean of the dates of your maternity and parental leave, as applicable.
The resident who has accumulated twenty (20) weeks’ service and is eligible for benefits under the Quebec Parental Insurance Plan shall also be entitled to receive, during the twenty-one (21) weeks of her maternity leave, a benefit equal to the difference between ninety-five per cent (95%) of her basic weekly salary and the amount of the maternity or parental benefits she is receiving, or would be receiving if she applied for them, under the Quebec Parental Insurance Plan.

This benefit shall be calculated on the basis of the Quebec Parental Insurance Plan benefits that a resident is entitled to receive, without taking into account the sums deducted from such benefits in order to repay benefits, interest, penalties and other amounts collectable under the Act respecting parental insurance.

Nevertheless, if a change is made in the amount of the benefit paid by the Quebec Parental Insurance Plan following a change in the information provided by the establishment, the latter shall correct the amount of the benefit accordingly.

To be entitled to the benefits stipulated for maternity leave under the collective agreement, you must have 20 weeks’ service, i.e., you must have worked for a period of at least 20 weeks in the public or parapublic sector (see Art. 26.17 c). You must also be eligible for QPIP benefits by meeting the following requirements:

• be a paid worker residing in Quebec at the start of the benefit period;
• have experienced a drop of at least 40% in his or her usual weekly employment income or time devoted to his or her business activities;
• be a paid worker whose insurable income is at least $2,000, regardless of the number of hours worked. Income is estimated over a 52-week reference period;
• There is no minimum number of hours that has to be worked;
• The maximum insurable income is $74,000.

The QPIP offers two types of plans: the basic plan, and the special plan. Note that once you have chosen a plan type, it can no longer be changed. The choice of plan is determined by the first of the two parents receiving benefits, and must be maintained during the maternity leave, paternity leave, and parental leave.

2 A resident who is absent shall accumulate service if her absence is authorized, in particular due to a disability, and involves benefits or remuneration.
## INTERPRETATION

### QPIP BASIC PLAN

<table>
<thead>
<tr>
<th>Maternity leave (21 weeks) (art. 26.06 et seq.)</th>
<th>Weeks 1 to 18</th>
<th>18 weeks’ QPIP maternity benefits (70%) + employer’s allowance = 95% of usual salary, including premiums and supplements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weeks 19 to 21</td>
<td>3 weeks’ QPIP parental benefits (70%) + employer’s allowance = 95% of usual salary, including premiums and supplements</td>
</tr>
<tr>
<td>Parental leave (art. 26.41)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weeks 22 to 25</td>
<td>4 weeks’ QPIP parental benefits (70%)</td>
<td></td>
</tr>
<tr>
<td>Weeks 26 to 50</td>
<td>25 weeks’ QPIP parental benefits (55%)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>50 weeks</strong></td>
<td>(21 weeks x 95%) + (4 weeks x 70%) + (25 weeks x 55%) = average of 72.4% of your regular income over a 50-week period</td>
</tr>
</tbody>
</table>

### QPIP SPECIAL PLAN

<table>
<thead>
<tr>
<th>Maternity leave (21 weeks) (art. 26.06 et seq.)</th>
<th>Weeks 1 to 15</th>
<th>15 weeks’ QPIP maternity benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weeks 16 to 21</td>
<td>6 weeks’ QPIP parental benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements</td>
</tr>
<tr>
<td>Parental leave (art. 26.41)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weeks 22 to 40</td>
<td>19 weeks’ QPIP parental benefits (75%)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>40 weeks</strong></td>
<td>(21 weeks x 95%) + (19 weeks x 75%) = average of 84.8% of your regular income over a 40-week period</td>
</tr>
</tbody>
</table>

In both cases (basic plan or special plan), to receive 95% of your salary throughout your maternity leave, it is mandatory to make both the maternity leave and the parental leave applications to the QPIP, since the maternity leave provided for in the collective agreement (21 weeks) is three weeks longer than that provided for in the QPIP (18 weeks). The applications may be made through the QPIP Website (www.rqap.gouv.qc.ca).

Residents wishing to continue parental leave after the 21 weeks’ maternity leave should consult Article 26.41 for further information.
CASES NOT ELIGIBLE UNDER THE QUEBEC PARENTAL INSURANCE PLAN BUT ELIGIBLE UNDER THE EMPLOYMENT INSURANCE PLAN

26.15 ELIGIBILITY FOR EMPLOYMENT INSURANCE

The resident who has accumulated twenty (20) weeks’ service and is eligible under the Employment Insurance Plan but is not eligible under the Quebec Parental Insurance Plan shall be entitled to receive:

- a) for each week of the waiting period provided for under the Employment Insurance Plan, an allowance equal to ninety-five per cent (95%) of her basic weekly salary;
- b) for each of the weeks following the period provided for in subparagraph a), an allowance equal to the difference between ninety-five per cent (95%) of her basic weekly salary and the Employment Insurance Plan maternity or parental benefit she is receiving, or could receive if she applied for it, until the end of the twentieth (20th) week of the maternity leave.

This allowance shall be calculated on the basis of the Employment Insurance benefits a resident is entitled to receive, without taking into account the sums deducted from such benefits in order to repay benefits, interest, penalties and other amounts collectable under the Employment Insurance Plan.

Nevertheless, if a change is made in the amount of the Employment Insurance benefit following a change in the information provided by the establishment, the latter shall correct the amount of the benefit accordingly.

Furthermore, if ESDC reduces the number of weeks of Employment Insurance benefits to which the resident would otherwise have been entitled if she had not received Employment Insurance benefits before her maternity leave, the resident shall continue to receive the allowance provided for in this subparagraph for a period equal to the number of weeks deducted by ESDC, as if she had received Employment Insurance benefits during that period.
There are three basic conditions for entitlement to the benefits provided for in this article:

1. you must not be eligible for the QPIP;
2. you must have completed 20 weeks’ service in the public or parapublic sector within the past 12 months; and
3. you must be eligible for Employment Insurance benefits.


ESDC provides for maternity leave benefits for a period of 17 weeks, with the first 2 weeks actually being waiting-period weeks. So the establishment will pay the stipulated benefit, i.e., 95% of your salary, including premiums and supplements, for the two weeks of the waiting period. It will then pay the difference between the ESDC benefit paid and 95% of the salary including premiums and supplements. For the last two weeks of maternity leave provided for in the Agreement, parental leave benefits must be applied for. The establishment will therefore pay the difference between the amount of the parental leave benefit and 95% of the salary. Note also that you benefit from salary range increases and the statutory increase that come into effect during your maternity leave.
26.16
INELIGIBILITY
FOR QPIP AND
EMPLOYMENT
INSURANCE

The resident ineligible for Quebec Parental Insurance Plan and Employment Insurance Plan benefits shall also be excluded from benefiting from any allowance provided for in Articles 26.14 and 26.15. Nevertheless, the resident who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-five per cent (95%) of her basic weekly salary, for twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

INTERPRETATION

The general rule excludes payment of any benefit if you have been declared ineligible for or excluded from Quebec Parental Insurance Plan benefits or Employment Insurance benefits by Employment and Social Development Canada (ESDC) and have not accumulated 20 weeks’ service in residency.

Special rules are, however, provided for in the second paragraph, if you have accumulated 20 weeks’ service in the public or parapublic sector. In fact, if you have previously worked for one of the employers listed in Article 26.17 c), you can use the number of weeks accumulated to make up the 20 weeks needed to receive an allowance equal to 95% of your salary, including premiums and supplements, for 12 weeks. This allowance will be paid in full by the establishment.

It is possible for the 12 weeks’ benefit paid by the employer to be considered insurable pay for the purposes of calculating QPIP benefits. Please get in touch with the Federation if you have any questions.
In the cases provided for in Articles 26.14, 26.15 and 26.16:

a) No allowance shall be paid during the annual vacation period in which the resident receives remuneration.

b) Unless salaries are paid on a weekly basis, the allowance shall be paid every two (2) weeks with, however, the first instalment being payable, in the case of the resident eligible under the Quebec Parental Insurance Plan or the Employment Insurance Plan, only fifteen (15) days following receipt by the establishment of proof that the resident is receiving benefits under either of these plans. For the purposes of this article, any record or statement of benefit payments, as well as any information provided by the Ministry of Labour, Employment and Social Solidarity or by ESDC by means of an official statement, shall be deemed to constitute proof.

c) Length of service shall be computed with reference to all public and parapublic sector employers (Civil Service, Education, and Health and Social Services), health and social services agencies, agencies whose statute stipulates that the pay standards and scales are determined in accordance with the conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires and any other agency whose name appears in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, c. R-8.2).

Moreover, the requirement of twenty (20) weeks of service stipulated in Articles 26.14, 26.15 and 26.16 shall be deemed to be fulfilled, where applicable, when the resident has met this requirement for any of the employers listed in this subparagraph.

**INTERPRETATION**

a) You cannot receive QPIP benefits or Employment Insurance benefits and vacation pay for the same week during your maternity leave. You may take your vacation before your maternity leave begins, or defer it until the end of your maternity leave, if you do not want to be penalized.

b) This paragraph sets out the terms and conditions for payment of your allowances, if any.

c) This paragraph defines the employers with whom you may have accumulated service before the start of your residency, in addition to your residency, that can thus be counted so that you may receive an allowance for a maximum of 12 weeks.
26.18 FRINGE BENEFITS DURING MATERNITY LEAVE

During her maternity leave, the resident shall receive, provided she is normally so entitled, the following benefits:

- life insurance;
- medical drug insurance, with the resident paying her contribution;
- accumulation of annual vacation;
- accumulation of sick leave;
- maintenance of the benefits provided for in Articles 13.02 and 13.05.

INTERPRETATION

During your maternity leave, you enjoy exclusively those benefits provided for in this article. For instance, you accumulate your annual leave, while you cannot accumulate the statutory holidays that occur during your maternity leave.

26.19 DEFERRAL OF VACATION

The resident may defer a maximum of four (4) weeks of annual leave if these weeks lie within the maternity leave and if, no later than two (2) weeks before the termination of the said leave, she notifies the establishment in writing of the date of the deferral.

INTERPRETATION

If you had scheduled vacation or if you still have some vacation to take before the end of the academic year, during your maternity leave, you must inform your establishment by the 18th week of your maternity leave that you wish to defer it.

It is also important to ensure that the rotation validation rule (75%) will enable you to take the vacation to which you are entitled when you return from maternity leave. Note that, if you were on maternity and parental leave for at least nine months in a given year, you can transfer up to 20 days’ vacation to the following year. You could take one month’s vacation immediately following your maternity leave, before returning to residency. That way, you will not lose your vacation days.

Note that you can, at the end of your maternity leave and before starting your parental leave, decide to be paid for your vacation for the current year. If, however, you have vacation carried forward from the previous year, that vacation cannot be taken in monetary compensation.
26.20 DELIVERY DATE DELAYED
EXTENSION OF MATERNITY LEAVE
If the birth takes place after the expected date, the resident shall be entitled to an extension of her maternity leave equal to the period she was overdue, unless she already has at least two (2) weeks’ maternity leave available to her after the birth.

The resident may take an extension of her maternity leave if the state of her child’s health or the state of her own health requires it. The duration of this extension shall be that indicated on the medical certificate which must be provided by the resident.

During these extensions, the resident shall be deemed to be on unpaid leave and shall receive no allowance or benefit from the establishment. The resident shall receive the benefits provided for in Article 26.18 for the first six (6) weeks of extension of her leave only, and subsequently she shall receive those mentioned in Article 26.42.

INTERPRETATION

In addition to the situations described in Articles 26.10 (discontinuous maternity leave) and 26.11 (split maternity leave), this article permits, when your own or your child’s health requires it, a six-week unpaid extension of maternity leave. During the first six weeks of this unpaid leave, you continue to accumulate vacation, sick leave, and conference and study days, and you keep your supplementary insurance coverage provided for in the Agreement.

Between the 6th and 52nd weeks of unpaid leave, you must maintain your drug insurance coverage by paying your share, as required by the Act respecting prescription drug insurance, CQLR c. A-29.01.

26.21 RETURN TO WORK BEFORE END OF MATERNITY LEAVE
Maternity leave may be of a shorter duration than that provided for in Article 26.06. If the resident returns to work within two (2) weeks of the birth, she shall submit, upon the establishment’s request, a medical certificate attesting that she has recovered sufficiently to resume her work.
NOTICE OF EXPIRY OF LEAVE

The establishment shall send the resident, during the fourth (4th) week preceding the expiry of her maternity leave, a notice of the estimated date of expiry of this leave.

The resident who has received a notice to that effect from the establishment shall return to work upon the expiry of her maternity leave unless it is extended as provided for in Article 26.48.

The resident who does not comply with the provisions of the previous paragraph shall be considered to be on unpaid leave for a period not exceeding four (4) weeks. At the end of this period, the resident who has not returned to work shall be deemed to have resigned.

INTERPRETATION

Article 26.06 establishes maternity leave at 21 weeks. Moreover, under Article 26.48, an application must be made in writing at least three weeks before the end of the maternity leave to receive unpaid parental leave. This unpaid leave, depending on the terms and conditions chosen, may or may not directly follow the maternity leave. Also, during this unpaid leave, you will be able to apply to the QPIP for parental leave benefits.

It is important to note that a resident who does not report for work during the four weeks following her scheduled return is deemed to have resigned, and therefore loses her residency position.

RETURN FROM LEAVE

Upon her return from maternity leave, the resident shall resume the position she occupied under the terms of the decree on the assignment of positions to residents, and shall carry out her rotations in accordance with the training card issued by the Collège.

INTERPRETATION

This article guarantees you a residency position on your return from maternity leave.
SECTION III - SPECIAL LEAVE DURING PREGNANCY AND BREASTFEEDING

INTERPRETATION

To make it easier to change rotations or rearrange their sequence, it is preferable to discuss this issue with your program director early on in your pregnancy, since rearranging your rotations may have an impact on the sequence of rotations carried out by your colleagues.

TEMPORARY REASSIGNMENT AND SPECIAL LEAVE

**26.24**
PREVENTIVE REMOVAL: TEMPORARY REASSIGNMENT

The resident may request temporary reassignment to another rotation provided for in her training program in the following cases:

a) She is pregnant and her working conditions involve risk of exposure to infectious disease or physical danger to herself or her unborn child.

b) Her working conditions involve a danger for the child she is breastfeeding.

MEDICAL CERTIFICATE

The resident shall submit a medical certificate to this effect as soon as possible.

NOTICE TO THE FEDERATION

When the establishment receives a preventive removal application, it shall immediately inform the Federation, the faculty of medicine concerned and the Régie thereof, indicating the name of the resident and the grounds for the preventive removal application.

SPECIAL LEAVE IF NOT REASSIGNED

If the resident is not reassigned immediately, she shall be entitled to special leave, effective immediately. Unless the resident is later temporarily reassigned, thereby terminating this leave, for the pregnant resident the special leave shall terminate upon her delivery date, and for the nursing resident, at the end of the nursing period. Nevertheless, for the resident eligible for the benefits payable under the Act respecting parental insurance, the special leave shall terminate from the fourth (4th) week preceding the expected date of delivery.

PREVENTIVE REMOVAL: ALLOWANCE

During the special leave provided for in this article, the allowance payable to the resident is subject to the provisions of the Act respecting industrial accidents and occupational diseases relative to the preventive removal of a pregnant or breastfeeding worker.

ADVANCE ON CNESST ALLOWANCE

Upon written request to that effect, however, the establishment shall pay the resident an advance on the allowance payable on the basis of anticipated payments. If the Commission des normes, de l’équité, de la santé et de la sécurité au travail (Cônesst) pays the anticipated allowance, the amount advanced shall be refunded from the monies received. Otherwise, the advance shall be repaid in instalments of ten percent (10%) of the amount paid per pay period until the debt has been discharged.

Nevertheless, in the event the resident exercises her right to request a review of the Cônesst’s decision or to contest that decision before the Tribunal administratif du travail (TAT), the repayment shall not be demanded before the Cônesst’s administrative review decision or, where applicable, the decision by the TAT is handed down.
If your work involves potential or real dangers for your own or your unborn child’s health, you may ask your program director and the establishment—normally the Teaching Office or its equivalent—for a change in rotation or for accommodations. To do so, you must submit a medical certificate. If your request is denied, you may apply to the CNESST for special leave (preventive removal).

For you to receive CNESST benefits, your attending physician must complete the certificate for preventive removal and assignment of a pregnant or breastfeeding worker (“Certificat visant le retrait préventif et l’affectation de la travailleuse enceinte ou qui allaite”).

On this certificate, your attending physician must define the working conditions which involve physical danger for you and the unborn child. He must also set the date on which this leave begins to apply.

Your attending physician will also have to consult your establishment’s health service physician in order to validate the preventive removal application. This will all have to be approved by the CNESST. If your request is accepted, you will then be on preventive removal at home until the establishment can make the necessary adjustments to your rotation, or find you another one, or until the fourth week preceding the delivery date, when your maternity leave will begin. In that case, you will have to redo that portion of the rotation or rotations which you have not performed.

**CNESST claim**

It is your responsibility to make a CNESST benefit claim by submitting the above-mentioned preventive removal certificate to your employer and ensuring that your attending physician forwards the form to the CNESST. Here is an example of payment of benefits on preventive removal:

- the five working days following the preventive removal, you will receive your usual salary from the establishment;
- for the next 14 calendar days, the establishment will pay you 90% of your net salary (i.e., your gross salary, less deductions for income tax, pension plan and Employment Insurance); and
- subsequently, until you return to work or until the fourth week preceding the expected delivery date, the CNESST.

It is important to stress that the CNESST may deny your application. If that happens, please get in touch with the FMRQ as soon as you hear from the CNESST.

26.25
BASIC REGULAR SCHEDULE

WITHDRAWAL FROM CALL DUTY AND EVENING AND NIGHT SHIFT WORK NOTICE

A pregnant resident’s basic regular schedule shall not exceed eight (8) hours per day, from Monday to Friday, with the exception of call duty.

In the twenty (20) weeks prior to the expected date of delivery, the resident shall be entitled to exemption from call duty and to continue benefitting from the responsibility premium provided for in Article 12.26. If the resident’s work is organized in shifts, she shall also be entitled on a weekly basis, from that moment, to two (2) consecutive days of leave; moreover, she is also entitled to exemption from any evening or night shifts, where applicable.

The resident shall notify the competent authorities, i.e., the faculty of medicine and the establishment, before ceasing to work evening or night shifts or her call duty.

INTERPRETATION

From the start of your pregnancy, you must not work more than eight hours per day when you are not on call.

From the 20th week of pregnancy, you may demand to be relieved of your call duty, both at home and in an establishment. You will continue to receive your responsibility premiums for call duty and teaching during that period.

Pregnant residents working in the emergency room must be exempted from evening and night shifts from the 20th week of pregnancy. They must also have two straight days off per week. Note, however, that with the exception of the two weekends off, these days do not necessarily have to be a Saturday and a Sunday.

We remind you that you do not have to ask anyone for permission to be relieved of your call duty, but you must notify your program director and agree with him as to the details that will enable you to fulfil the objectives of the current rotation, as well as the establishment. Some academic regulations stipulate that you must also inform your University’s Associate Dean and your establishment’s Teaching Office.

In some cases, it is possible that your program director may, on academic grounds, require you to redo part or all of the call duty not performed during your pregnancy. This question is controversial, and should not arise, in the Federation’s view. Moreover, even if the university were to require the call duty to be redone, this must be done in compliance with Article 12 of the collective agreement as to the maximum number and frequency of call duty periods per 28-day period.
OTHER SPECIAL LEAVE

26.26 SICK LEAVE
A female resident shall also be entitled to special leave in the following cases:

a) when a complication arises during pregnancy or danger of terminating the pregnancy requires her to stop working for a period of time specified in a medical certificate; this special leave may not, however, be extended beyond the fourth (4th) week preceding the expected date of delivery;

b) upon presentation of a medical certificate specifying the duration of the leave, when a spontaneous or therapeutic abortion takes place prior to the start of the twentieth (20th) week preceding the expected date of delivery;

c) in the case of pregnancy-related visits to a health professional, covered by a medical certificate or a written report signed by a midwife.

INTERPRETATION

a) The first five days of special leave will be paid from your sick leave bank. From the sixth day, you will receive salary insurance benefits. You must specifically apply to the establishment for this special leave, otherwise you will be considered to be on authorized but unpaid leave. The sick leave will end the 4th week before the expected delivery date.

b) In that case, you will use your sick leave days as well as salary insurance. The duration of the special leave will be determined by your attending physician. You must specifically apply to the establishment for this special leave, otherwise you will be considered to be on authorized but unpaid leave.

c) See the comments following Article 26.27.

26.27 VISIT TO A HEALTH PROFESSIONAL
In the case of the visits referred to in subparagraph c) of Article 26.26, the resident shall be eligible for special paid leave up to a maximum of four (4) days. This special leave may be taken in half-days.

During the special leave granted under this section, the resident shall be eligible for the benefits provided for under Article 26.18, provided she is normally entitled thereto, as well as under Article 26.23 of Section II. The resident referred to in subparagraphs a), b) or c) of Article 26.26 shall also be entitled to sick leave or salary insurance benefits. In the case of subparagraph c), however, the resident shall first have used up the four (4) days provided for above.

INTERPRETATION

For pregnancy-related visits to a health care professional, you may receive up to four days’ paid leave. This leave has no effect at all on your sick leave bank. Once this leave is exhausted, you may, as required, take your sick leave provided for in Article 28.24 for visits to a health care professional.
**SECTION IV - OTHER PARENTAL LEAVE**

**Paternity Leave**

**INTERPRETATION**

The table below summarizes the QPIP benefits you are entitled to. Note that the number of weeks’ parental leave indicated in this table is the maximum provided for by the QPIP. If your spouse uses weeks of parental benefits, these will have to be deducted from the number of weeks you are entitled to. In addition, the number of weeks of benefits will be determined on the basis of the type of plan chosen (basic or special) by the first of the two parents to have received benefits.

<table>
<thead>
<tr>
<th>QPIP Basic Plan</th>
<th>1 week</th>
<th>5 days paid at 100% by employer, including premiums and supplements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paternity leave (art. 26.28)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paternity leave (art. 26.29)</td>
<td>5 weeks</td>
<td>5 weeks’ QPIP paternity benefits (70%) + employer’s allowance = 100% of usual salary, including premiums and supplements</td>
</tr>
<tr>
<td>Parental leave (divisible between spouses) (art. 26.41)</td>
<td>Maximum 7 weeks*</td>
<td>7 weeks’ QPIP parental benefits (70%)</td>
</tr>
<tr>
<td></td>
<td>Maximum 25 weeks*</td>
<td>25 weeks’ QPIP parental benefits (55%)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>38 weeks, of which 37 are paid by the QPIP</td>
<td></td>
</tr>
</tbody>
</table>

*The number of weeks’ parental leave available will be deducted from the number of weeks taken by the mother.

<table>
<thead>
<tr>
<th>QPIP Special Plan</th>
<th>1 week</th>
<th>5 days paid at 100% by employer, including premiums and supplements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paternity leave (art. 26.28)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paternity leave (5 weeks) (art. 26.29)</td>
<td>3 weeks</td>
<td>3 weeks’ QPIP paternity benefits (75%) + employer’s allowance = 100% of usual salary, including premiums and supplements</td>
</tr>
<tr>
<td></td>
<td>2 weeks</td>
<td>Unpaid paternity leave</td>
</tr>
<tr>
<td>Parental leave (divisible between spouses) (art. 26.41)</td>
<td>Maximum 25 weeks*</td>
<td>25 weeks’ QPIP parental benefits (75%)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>29 weeks, of which 28 are paid by the QPIP, with possibility of 2 weeks’ unpaid leave</td>
<td></td>
</tr>
</tbody>
</table>

*The number of weeks’ parental leave available will be deducted from the number of weeks taken by the mother.
**26.28 PATERNITY LEAVE**

A male resident shall be entitled to paid leave of a maximum duration of five (5) working days on the occasion of the birth of his child. The resident shall also be entitled to this leave in the event of pregnancy termination from the start of the twentieth (20th) week preceding the expected date of delivery. This leave may be discontinuous and shall be taken between the start of the delivery process and the fifteenth (15th) day after the mother or child goes home.

One of the five (5) days may be used for the child’s baptism or registration.

**26.29 UNPAID PATERNITY LEAVE**

On the occasion of the birth of his child, a male resident shall also be entitled to unpaid paternity leave of no more than five (5) weeks which, subject to Articles 26.50 and 26.51, shall be consecutive. This leave shall terminate no later than the end of the fifty-second (52nd) week following the week of the child’s birth.

For the resident eligible for the Quebec Parental Insurance Plan, this leave shall be concurrent with the period of benefit payments made under the Act respecting parental insurance and shall begin no later than the week following the start of payment of parental insurance benefits.

**INTERPRETATION**

If you wish to add vacation time to your paternity leave, make sure you clearly identify to your establishment the paternity leave days and the days on which you will be on vacation, since you are not entitled to paternity leave while you are on vacation.

If your spouse was unable to bring her pregnancy to term owing to a miscarriage or if she delivered a stillborn child, the establishment considers that, provided this occurred after 20 weeks of pregnancy, you are entitled to your paternity leave.

**26.28 LEAVE FOR SAME SEX SPOUSE**

A female resident whose spouse gives birth shall also be entitled to this leave if she is designated as being one of the child’s mothers.

**INTERPRETATION**

During the paternity leave provided for in this article, the employer will pay you a benefit equal to the difference between the QPIP benefit and 100% of your salary, if you have completed 20 weeks’ service.

This leave is in addition to the five days’ leave provided for in Article 26.28. Note that this leave has to be taken consecutively, except when you suspend your leave because your child is seriously ill or has been the victim of a criminal act.

The female resident spouse of the biological mother of the child is eligible for this leave, and will receive QPIP benefits and a supplement from the employer.
26.30 PATERNITY LEAVE ALLOWANCE

During the paternity leave provided for in Article 26.29, the resident who has completed twenty (20) weeks of service shall receive a benefit equal to the difference between his basic weekly salary and the amount of benefits he receives or would receive, if he applied for it, under the Quebec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd and 3rd paragraphs of Article 26.14 or the 2nd and 3rd subparagraphs of paragraph b) of Article 26.15, as applicable, shall apply to this clause, by making the necessary changes.

INTERPRETATION

The resident must have worked a minimum of 20 weeks to be eligible for the employer’s allowances. Moreover, call responsibility premiums and teaching responsibility premiums will be taken into account in calculating the allowance paid by the employer.

26.31

The resident who is not eligible for paternity benefits under the Quebec Parental Insurance Plan and to paternity benefits under the Employment Insurance Plan shall receive, during the paternity leave provided for in Article 26.29, a benefit equal to his basic weekly salary, if this resident has completed twenty (20) weeks of service.

INTERPRETATION

If you are not eligible for the QPIP or the Employment Insurance Plan, the employer will pay you the equivalent of your salary during your five weeks’ paternity leave set out in Article 26.29, provided you have worked a minimum of 20 weeks.

26.32 VACATION DURING PATERNITY LEAVE

Paragraphs a) and b) of Article 26.17 shall apply to the resident who receives the benefits provided for in Articles 26.30 or 26.31, by making the necessary changes.
The table below summarizes the QPIP benefits you are entitled to. Note that the number of weeks’ parental leave indicated in this table is the maximum provided for by the QPIP. If your spouse uses weeks of parental benefits, these will have to be deducted from the number of weeks you are entitled to. In addition, the number of weeks of benefits will be determined on the basis of the type of plan chosen (basic or special) by the first of the two parents to have received benefits.

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
<th>QPIP SPECIAL PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave (art. 26.33)</td>
<td>Adoption leave (art. 26.33)</td>
</tr>
<tr>
<td>1 week</td>
<td>1 week</td>
</tr>
<tr>
<td>5 days paid at 100% by employer, including premiums and supplements</td>
<td>5 days paid at 100% by employer, including premiums and supplements</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (5 weeks) (art. 26.34 et seq.)</td>
<td>Adoption leave divisible between spouses (5 weeks) (art. 26.34 et seq.)</td>
</tr>
<tr>
<td>5 weeks</td>
<td>5 weeks</td>
</tr>
<tr>
<td>5 weeks’ QPIP adoption benefits (70%) + employer’s allowance = 100% of usual salary, including premiums and supplements</td>
<td>5 weeks’ QPIP adoption benefits (75%) + employer’s allowance = 100% of usual salary, including premiums and supplements</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (art. 26.41)</td>
<td>Adoption leave divisible between spouses (art. 26.41)</td>
</tr>
<tr>
<td>Maximum 7 weeks</td>
<td>Maximum 23 weeks</td>
</tr>
<tr>
<td>7 weeks’ QPIP adoption benefits (70%)</td>
<td>23 weeks’ QPIP adoption benefits (75%)</td>
</tr>
<tr>
<td>TOTAL 38 weeks, of which 37 are paid by the QPIP</td>
<td>TOTAL 29 weeks, of which 28 are paid by the QPIP</td>
</tr>
</tbody>
</table>
The resident shall be entitled to paid leave of a maximum of five (5) working days’ duration on the occasion of the adoption of a child other than his spouse’s child. This leave may be discontinuous, and may not be taken after the expiry of fifteen (15) days after the child goes home.

One of the five (5) days may be used for the baptism or registration.

This week of leave is added to the leave provided for in Article 26.34 and is paid in full by your employer. Also, if you wish to add vacation to your adoption leave, make sure you indicate clearly to your establishment which days are adoption leave days, and on which days you will be on vacation, because you are not entitled to adoption leave while you are on vacation.
ADOPTION LEAVE DURATION

The resident who legally adopts a child other than his spouse’s child shall be entitled to adoption leave of a maximum duration of five (5) weeks which, subject to Articles 26.50 and 26.51, shall be consecutive. This leave shall terminate no later than the end of the fifty-second (52nd) week following the week in which the child comes home.

For the resident eligible under the Quebec Parental Insurance Plan, this leave shall be concurrent with the benefit payment period under the Act respecting parental insurance and shall begin no later than the week following the start of payments of said benefits.

For the resident ineligible under the Quebec Parental Insurance Plan, the leave shall be taken after the child’s placement order or its equivalent with respect to an international adoption in accordance with the adoption regime or at another moment agreed upon with the establishment.

INTERPRETATION

Eligibility for QPIP benefits begins no earlier than during the week in which the child arrives at a parent’s home with a view to its adoption.

Thus, the child’s arrival means the moment when the child is physically placed in its parents’ residence, and is not counted from the day when the adoption ruling is handed down. Also, the expression “with a view to its adoption” specifies that you must be in a position to demonstrate an intention to adopt.

For each type of adoption, the date on which QPIP benefit payments begin is:

**Adoption in Quebec**

1. For special adoption (intrafamily): the date of filing in court of the motion for a placement order for the child with a view to its adoption.
2. For adoption through the Banque-mixte program: the date on which the child is physically placed in the family.
3. For regular adoption: the date on which the child is physically placed in the family.
4. For adoption of the child already placed with you as a foster family: the date of filing in court of the motion for a placement order for the child with a view to its adoption.

**Adoption outside Quebec**

1. The date on which the child, who has been physically entrusted to the adopting parents by the competent authority, arrived in Quebec.

We draw your attention to the fact that you have to have worked a minimum of 20 weeks to be eligible for the benefits paid by the employer. Also, the five-week leave for adoption does not apply when you adopt your spouse’s child.
### 26.35 Allowance for Adoption

During the adoption leave provided for in Article 26.34, the resident who has completed twenty (20) weeks of service shall receive an allowance equal to the difference between his basic weekly salary and the Quebec Parental Insurance Plan or Employment Insurance Plan benefits he is receiving, or would receive if he applied for them.

The 2nd and 3rd paragraphs of Article 26.14 or the 2nd and 3rd paragraphs of subparagraph b) of Article 26.15, as the case may be, shall apply, by making the necessary changes.

### Interpretation

When you take adoption leave, you will receive the QPIP or Employment Insurance benefit, as the case may be, and an employer’s allowance equivalent to the difference between the QPIP benefit and 100% of your salary, if you have worked a minimum of 20 weeks. You will also continue to receive your call and teaching responsibility premiums, so you will not notice any reduction in salary during that period.

The QPIP benefits will be determined on the basis of the type of plan chosen (basic or special) by the first of the two parents to have received benefits. Note, too, that adoption leave is divisible between the two adopting parents.

### 26.36 Ineligibility for QPIP and Employment Insurance

The resident ineligible for Quebec Parental Insurance Plan adoption benefits and Employment Insurance Plan parental benefits who adopts a child other than the child of his spouse shall receive, during the adoption leave provided for in Article 26.34, an allowance equal to his basic weekly salary, if this resident has completed twenty (20) weeks of service.

### Interpretation

If you are not eligible for QPIP or Employment Insurance benefits, the establishment will pay you, for five weeks, an allowance equal to 100% of your salary, if you have worked 20 weeks.

### 26.37 Adoption Leave: Spouse’s Child

The resident who adopts his spouse’s child shall be entitled to leave of a maximum duration of five (5) working days, of which only the first two (2) days shall be paid.

This leave may be discontinuous and may not be taken after the expiry of fifteen (15) days following submission of the application for adoption.

### 26.38 Vacation During Paternity or Adoption Leave

Subparagraphs a) and b) of Article 26.17 shall apply to the resident receiving the allowance provided for in Article 26.35 or 26.36, by making the necessary changes.
26.39 UNPAID LEAVE FOR ADOPTION OUTSIDE QUEBEC

The resident shall benefit, with a view to the adoption of a child, from unpaid leave of a maximum duration of ten (10) weeks from the effective date on which he takes custody of that child, except when said child is his spouse’s child.

The resident who travels outside Quebec with a view to an adoption, except in the case of his spouse’s child, shall receive to that end, upon written request to the establishment, if possible two (2) weeks in advance, unpaid leave for the time necessary for the travel.

Notwithstanding the provisions of the above paragraphs, the unpaid leave shall terminate no later than the week following the start of payment of Quebec Parental Insurance Plan or Employment Insurance Plan benefits, from which time the provisions of Article 26.34 shall apply.

During the unpaid leave, the resident shall receive the benefits provided for in Article 26.42.

INTERPRETATION

You have the possibility of obtaining 10 weeks’ unpaid leave to enable you to travel to take custody of the child. This leave must precede adoption leave paid by the employer (Art. 26.33) or the QPIP (Art. 26.34), and will end no later than one week after you have received your QPIP benefits.

We draw your attention to the fact that this leave does not apply when you adopt your spouse’s child.

26.40 RETURN TO WORK

Upon returning to work following the expiry of his adoption leave, the resident shall resume his position assigned under the decree on the assignment of positions to residents and carry out his rotations in accordance with the training card issued by the Collège.

INTERPRETATION

This article confirms that you have a residency position on your return from adoption leave.
a) The resident shall be entitled to one of the following types of leave:

1) unpaid leave of a maximum duration of two (2) years immediately following the maternity leave provided for in Article 26.06;

2) unpaid leave of a maximum duration of two (2) years immediately following the paternity leave provided for in Article 26.29. Nevertheless, the duration of the leave shall not extend beyond the one hundred and twenty-fifth (125th) week following the birth;

3) unpaid leave of a maximum duration of two (2) years immediately following the adoption leave provided for in Article 26.34. Nevertheless, the duration of the leave shall not extend beyond the one hundred and twenty-fifth (125th) week following the day at which the child goes home.

The resident who does not take this unpaid leave shall be entitled to partial unpaid leave established over a maximum period of two (2) years, provided he is so authorized in advance by the faculty of medicine. Nevertheless, the duration of the leave shall not extend beyond the 125th week following the birth or after the child goes home.

For the duration of this leave, the resident may, provided he is so authorized in advance by the faculty of medicine and following a written request submitted at least thirty (30) days in advance to the establishment, prevail himself once of one of the following modifications:

i) from unpaid leave to partial unpaid leave or the converse, as applicable;

ii) from partial unpaid leave to a different partial unpaid leave.

Notwithstanding the foregoing, the resident may modify his unpaid leave or partial unpaid leave a second time provided he so informed the establishment in his first request for modification.

The resident who does not take his unpaid leave or partial unpaid leave may, for the portion of the leave which the spouse did not take, benefit at his choice from unpaid leave or partial unpaid leave by following the required formalities.

When the resident’s spouse is not a public sector employee, the resident may take leave provided for above at the time of his choosing within two (2) years following the birth or adoption, but may not exceed the timeframe established at two (2) years from the birth or adoption.

b) The resident who does not take the leave provided for in subparagraph a) may benefit, following the birth or adoption of his child, from unpaid leave of no more than fifty-two (52) continuous weeks that begins at the moment determined by the resident and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after the child was entrusted to him.
Note first of all that this article provides for the possibility of choosing between two types of unpaid leave, for which the conditions differ.

**Two years’ unpaid leave**
You are entitled to unpaid leave immediately following maternity, paternity or adoption leave. This unpaid leave is for a maximum duration of two years, and may be split between the spouses, provided you are both residents. It is important to stress that the unpaid leave must directly follow the maternity, paternity or adoption leave.

Example: Following your maternity leave, you decide to take seven months’ unpaid leave. At the end of your seventh month, your spouse, also a resident, begins eight months’ unpaid leave. The total duration of unpaid leave taken by the child’s parents is 15 months. The conditions with respect to unpaid leave are met:

a) You take your unpaid leave directly after your maternity leave;

b) The second portion of the unpaid leave taken by your spouse directly follows your portion of the unpaid leave;

c) The unpaid leave is of no more than two years’ duration.

**Part-time leave**
This article also gives access to partial unpaid leave, i.e., part-time work. But you must have authorization from your faculty of medicine to continue your residency program on a part-time basis. In fact, you must first reach an agreement with your program director and faculty of medicine (Associate Dean) on the arrangement of rotations. If you have an agreement with your program director and faculty of medicine, we advise you to make this agreement official by having it in writing.

Make sure the objectives of the rotations are determined before the part-time work begins, so as to avoid subsequent problems with your evaluations. The agreement reached with the university must also be accepted by the Collège. You must inform the establishment more than 30 days before you start this part-time work.

**52 weeks’ unpaid leave**
In lieu of taking two years’ unpaid leave immediately following maternity leave, you may choose to take unpaid leave of no more than 52 weeks, taken at the time of your choosing, within the 70-week period following the birth or adoption of the child. This leave must be continuous, and may not be split into two or more periods totalling 52 weeks. Nor may it be taken part-time. Like the two-year unpaid leave, this leave cannot be granted if you adopt your spouse’s child. In order to be granted, this leave must be applied for at least two weeks before the unpaid leave begins.

**QPIP benefits during unpaid leave**
Regardless of the type of unpaid leave chosen under this article, you may obtain a parental or adoption leave benefit, as applicable, through the QPIP. Here, too, two types of plans are in effect, and the choice of plan is determined by the first of the two parents to receive benefits, generally for maternity or paternity leave. Note that this choice cannot subsequently be changed. Parental leave benefits and adoption leave benefits may be taken in full by one of the spouses, or be divided between them. In addition, the child’s other parent could also decide to take part of the parental leave benefit during the mother’s maternity leave.
### Maternity leave

<table>
<thead>
<tr>
<th>Plan</th>
<th>Weeks 1 to 18</th>
<th>Weeks 19 to 21</th>
<th>Weeks 22 to 25</th>
<th>Weeks 26 to 50</th>
<th>Total 50 weeks</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QPIP BASIC PLAN</strong></td>
<td>18 weeks’ QPIP maternity benefits (70%) + employer’s allowance = 95% of usual salary, including premiums and supplements</td>
<td>3 weeks’ QPIP parental benefits (70%) + employer’s allowance = 95% of usual salary, including premiums and supplements</td>
<td>4 weeks’ QPIP parental benefits (70%)</td>
<td>25 weeks’ QPIP parental benefits (55%)</td>
<td>(21 weeks x 95%) + (4 weeks x 70%) + (25 weeks x 55%) = average of 72.4% of your regular income over a 50-week period</td>
<td></td>
</tr>
<tr>
<td><strong>QPIP SPECIAL PLAN</strong></td>
<td>15 weeks’ QPIP maternity benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements</td>
<td>6 weeks’ QPIP parental benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements</td>
<td>19 weeks’ QPIP parental benefits (75%)</td>
<td></td>
<td>(21 weeks x 95%) + (19 weeks x 75%) = average of 84.8% of your regular income over a 40-week period</td>
<td></td>
</tr>
</tbody>
</table>

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**Maternity leave**

- **QPIP BASIC PLAN**
  - **Maternity leave (21 weeks)**
    - Weeks 1 to 18: 18 weeks’ QPIP maternity benefits (70%) + employer’s allowance = 95% of usual salary, including premiums and supplements
  - **Parental leave**
    - Weeks 19 to 21: 3 weeks’ QPIP parental benefits (70%) + employer’s allowance = 95% of usual salary, including premiums and supplements
    - Weeks 22 to 25: 4 weeks’ QPIP parental benefits (70%)
    - Weeks 26 to 50: 25 weeks’ QPIP parental benefits (55%)

**TOTAL**: 50 weeks

(21 weeks x 95%) + (4 weeks x 70%) + (25 weeks x 55%) = average of 72.4% of your regular income over a 50-week period

**QPIP SPECIAL PLAN**

- **Maternity leave (21 weeks)**
  - Weeks 1 to 15: 15 weeks’ QPIP maternity benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements
  - Weeks 16 to 21: 6 weeks’ QPIP parental benefits (75%) + employer’s allowance = 95% of usual salary, including premiums and supplements

- **Parental leave**
  - Weeks 22 to 40: 19 weeks’ QPIP parental benefits (75%)

**TOTAL**: 40 weeks

(21 weeks x 95%) + (19 weeks x 75%) = average of 84.8% of your regular income over a 40-week period
# INTERPRETATION

## Paternity leave

<table>
<thead>
<tr>
<th></th>
<th>QPIP BASIC PLAN</th>
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</thead>
<tbody>
<tr>
<td>Paternity leave</td>
<td>1 week</td>
</tr>
<tr>
<td>(art. 26.28)</td>
<td>5 days paid at 100% by employer, including premiums</td>
</tr>
<tr>
<td></td>
<td>and supplements</td>
</tr>
<tr>
<td>Paternity leave</td>
<td>5 weeks</td>
</tr>
<tr>
<td>(art. 26.29)</td>
<td>5 weeks’ QPIP paternity benefits (70%) + employer’s</td>
</tr>
<tr>
<td></td>
<td>allowance = 100% of usual salary, including premiums</td>
</tr>
<tr>
<td></td>
<td>and supplements</td>
</tr>
<tr>
<td>Parental leave</td>
<td>Maximum 7 weeks*</td>
</tr>
<tr>
<td>divisible between</td>
<td>7 weeks’ QPIP parental benefits (70%)</td>
</tr>
<tr>
<td>spouses (art. 26.41)</td>
<td>Maximum 25 weeks*</td>
</tr>
<tr>
<td></td>
<td>25 weeks’ QPIP parental benefits (55%)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>38 weeks, of which 37 are paid by the QPIP</td>
</tr>
</tbody>
</table>

*The number of weeks’ parental leave available will be deducted from the number of weeks taken by the mother.

<table>
<thead>
<tr>
<th></th>
<th>QPIP SPECIAL PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paternity leave</td>
<td>1 week</td>
</tr>
<tr>
<td>(art. 26.28)</td>
<td>5 days paid at 100% by employer, including premiums</td>
</tr>
<tr>
<td></td>
<td>and supplements</td>
</tr>
<tr>
<td>Paternity leave</td>
<td>3 weeks</td>
</tr>
<tr>
<td>(5 weeks) (art. 26.29)</td>
<td>3 weeks’ QPIP paternity benefits (75%) + employer’s</td>
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<tr>
<td></td>
<td>allowance = 100% of usual salary, including premiums</td>
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<td></td>
<td>and supplements</td>
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<tr>
<td></td>
<td>2 weeks</td>
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<tr>
<td></td>
<td>Unpaid paternity leave</td>
</tr>
<tr>
<td>Parental leave</td>
<td>Maximum 25 weeks*</td>
</tr>
<tr>
<td>divisible between</td>
<td>25 weeks’ QPIP parental benefits (75%)</td>
</tr>
<tr>
<td>spouses (art. 26.41)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>29 weeks, of which 28 are paid by the QPIP, with</td>
</tr>
<tr>
<td></td>
<td>possibility of 2 weeks’ unpaid leave</td>
</tr>
</tbody>
</table>

*The number of weeks’ parental leave available will be deducted from the number of weeks taken by the mother.
### INTERPRETATION

#### Adoption leave

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave (art. 26.33)</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (5 weeks) (art. 26.34 et seq.)</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (art. 26.41)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave (art. 26.33)</td>
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<tr>
<td>Adoption leave divisible between spouses (5 weeks) (art. 26.34 et seq.)</td>
</tr>
<tr>
<td>Adoption leave divisible between spouses (art. 26.41)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>
During the unpaid leave provided for in Article 26.41, the resident shall continue to participate in the drug insurance plan that is applicable to him by paying his share of the premiums for the fifty-two (52) weeks of the leave and the totality of the premiums for subsequent weeks. In addition, he may continue to participate in the optional insurance plans that are applicable to him by so requesting at the start of the leave and paying the totality of the premiums.

The following procedures shall apply to unpaid leave:

1. Annual leave: At the resident’s request, the establishment may pay the resident the benefit corresponding to the days of annual vacation accumulated upon the start date of his leave.

2. Sick leave: leave accumulated at the start of the unpaid leave shall be credited to the resident, and may not be converted to monetary remuneration, except for those days paid each year under the salary insurance plan.

You may, at the end of your maternity leave and before your parental leave begins, decide to have yourself paid for your current year’s vacation. If, however, you have vacation carried forward from the previous year, that vacation may not be taken in monetary compensation.
26.44 VACATION DURING UNPAID LEAVE
The resident may take his deferred annual vacation immediately before his unpaid leave or partial unpaid leave, provided there is no interruption with his paternity leave, maternity leave or adoption leave, as applicable.
For the purposes of this article, statutory or mobile holidays accumulated prior to the start of the maternity leave, paternity leave or adoption leave are equivalent to deferred annual vacation.

**INTERPRETATION**
Although the parental leave provided for in Article 26.41 a) has to be taken directly after maternity leave, paternity leave or adoption leave, you may take your vacation and your accumulated statutory holidays before starting your parental leave.

26.45 RETURN TO RESIDENCY
Upon the expiry of this unpaid leave, the resident shall resume the position to which he was assigned under the decree on assigning positions to residents, and shall complete his rotations in accordance with the training card issued by the Collège.

**INTERPRETATION**
This article guarantees you a residency position when you return from your unpaid leave.

26.46 UNPAID LEAVE FOR PARENTAL RESPONSIBILITIES
Upon submission of a supporting document, unpaid leave or partial unpaid leave of a maximum duration of one (1) year shall be granted to the resident whose minor child has emotional or social problems or is disabled or has a prolonged illness and whose condition requires the presence of the resident concerned. The terms and conditions concerning such leave shall be those provided for in Articles 26.42, 26.48 and 26.49.

**INTERPRETATION**
Unpaid leave for parental responsibility has to be requested at least three weeks before the leave begins.
You have to maintain your subscription to your group drug insurance plan, and thus pay your premiums during this unpaid leave. But the situation is different for the optional insurance plans (sickness, life, and supplementary), because you can choose whether to keep them or not. If you decide to maintain them, you must then pay both your own and the employer’s shares of the premiums.
MISCELLANEOUS PROVISIONS

ADVANCE NOTICE

26.47 For paternity and adoption leave:

a) The leave provided for in Articles 26.28 and 26.33 shall be preceded, as early as possible, by notice from the resident to his establishment;

b) The leave contemplated in Articles 26.29 and 26.34 shall be granted following advance written notice of at least three (3) weeks. This period may, however, be shorter if the birth takes place before its expected date.

The application shall indicate the expected date of expiry of the said leave.

The resident shall report to work on the expiry of his paternity leave provided for in Article 26.29 or his adoption leave provided for in Article 26.34, unless said leave is extended as set out in Article 26.48.

The resident who does not comply with the previous subparagraph shall be deemed to be on unpaid leave for a period not exceeding four (4) weeks. At the end of this period, the resident who has not returned to work shall be presumed to have resigned.

INTERPRETATION

The paternity leave and adoption leave of five days’ duration have to be requested from the establishment as early as possible, but there is no prescribed timeframe in the Agreement to that effect. On the other hand, the paternity leave and adoption leave of five weeks’ duration paid by the QPIP have to be requested at least three weeks before the leave begins, except when the birth takes place before the expected date.

Once the leave is over, you must return to work, failing which you will be deemed to be on unpaid leave for four weeks. Subsequently, if you have not expressed your wish to return to work, you will be presumed to have resigned from your residency position.

26.48 UNPAID LEAVE APPLICATION

The unpaid leave referred to in Article 26.41 shall be granted following submission of a written request at least three (3) weeks in advance.

Partial unpaid leave shall be granted following submission of a written request at least thirty (30) days in advance.

In the case of unpaid leave or partial unpaid leave, the request shall specify the return date.

26.49 NOTICE OF EXPIRY OF UNPAID LEAVE

The resident to whom the establishment has sent four (4) weeks in advance notification indicating the expiry date of his unpaid leave shall provide advance notice of his return at least two (2) weeks prior to the expiry of the said leave. If the resident does not return to work on the scheduled return date, he shall be deemed to have resigned.

The resident who wishes to terminate his unpaid leave prior to the scheduled date shall give written notice of his intention at least twenty-one (21) days prior to his return. In the case of unpaid leave exceeding fifty-two (52) weeks, such advance notice shall be of at least thirty (30) days.
EXTENSION, SUSPENSION AND SPLITTING

26.50  
SUSPENSION OF PATERNITY LEAVE OR ADOPTION LEAVE

When his child is hospitalized, the resident may suspend his paternity leave provided for in Article 26.29 or his adoption leave provided for in Article 26.34, upon agreement with the establishment, by returning to work for the duration of this hospitalization.

26.51  
SPLITTING OF PATERNITY LEAVE OR ADOPTION LEAVE

At the resident’s request, the paternity leave provided for in Article 26.29, adoption leave provided for in Article 26.34 or full-time unpaid leave provided for in Article 26.41 may be split into weeks prior to the expiry of the first fifty-two (52) weeks.

The leave may be split if the resident’s child is hospitalized or in a situation contemplated by Articles 79.1 and 79.8 to 79.12 of the Act respecting labour standards.

The maximum number of weeks during which the leave may be suspended shall be equal to the number of weeks that the child’s hospitalization lasts. For the other possibilities of splitting, the maximum number of weeks’ suspension shall be that set out in the Act respecting labour standards for such a situation.

During such a suspension, the resident shall be deemed to be on unpaid leave and shall receive no financial allowances or benefits from the employer; he shall, however, receive the benefits provided for in Article 26.42 during that period.

INTERPRETATION

Paternity or adoption leave may be split in the event of illness, organ or tissue donation for transplant, or accident or criminal offence, as provided for in the Act respecting labour standards.

26.52  
Upon resumption of the paternity leave or adoption leave suspended or split under Articles 26.50 and 26.51, the establishment shall pay the resident the benefit to which he would have been entitled if he had not taken advantage of such suspension or splitting. The establishment shall pay the benefit for the number of weeks still to run under Article 26.29 or 26.34, as applicable, subject to Article 26.01.

26.53  
EXTENSION OF PATERNITY LEAVE OR ADOPTION LEAVE

The resident who forwards to the establishment, before the date of termination of his paternity leave provided for in Article 26.29 or his adoption leave provided for in Article 26.34, a notice accompanied by a medical certificate attesting to the fact that his child’s state of health requires it, shall be entitled to an extension of his paternity leave or adoption leave. The duration of this extension shall be that indicated on the medical certificate.

During this extension, the resident shall be deemed to be on unpaid leave and shall receive no financial allowances or benefits from the establishment; he shall, however, receive the benefits provided for in Article 26.42 during that period.
The resident who takes the paternity leave or adoption leave provided for in Articles 26.28, 26.29, 26.33, 26.34, and 26.36 shall receive the benefits provided for in Article 26.18, provided he is normally eligible for them, and in Article 26.23 of Section II.

IF YOU TAKE PATERNITY LEAVE OR ADOPTION LEAVE, YOU CONTINUE TO RECEIVE THE FOLLOWING BENEFITS:

- Life insurance provided for in Article 28.09;
- Medical drug insurance, paying your share;
- Accumulation of annual vacation;
- Accumulation of sick leave;
- Accumulation of conference days;
- Accumulation of study leave; and
- Your residency position is guaranteed when you return from leave.

Any allowance or benefit contemplated under this article of which payment began prior to a strike shall continue to be paid during that strike.

In the event of amendments to the Quebec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards with regard to parental rights, the parties shall meet to discuss the potential implications of these amendments on the current parental rights plan.

The Quebec government places quite comprehensive material at future and new parents’ disposal on all topics in any way related to pregnancy and the birth or adoption of a child, on the following Website: www.quebec.ca/en/services-quebec/parent.

**Deadlines and exam dates**

Taking maternity or paternity leave involves extending the residency program by the length of the leave. If you are able to plan the dates of your parental leave, we suggest you also bear in mind the specific rules of the two Canadian colleges with respect to exam dates.

- **For family medicine exams:** You are eligible to sit the exam during the final six months of your training.
- **For non-FM specialty exams:** You must have completed all the rotations in the residency program, in accordance with the requirements of the Collège and the RCPSC, no later than February 28 to sit the exam the previous fall, and no later than December 31 to sit the exam the previous spring.
# Interpretation and Other Comments on Parental Rights

**Tuition fees during maternity, paternity, adoption or parental leave**
Payment of tuition fees during maternity, paternity, adoption or parental leave varies from one university to another. Here are the procedures for each university as they stood at press time:

**Laval University, McGill University and University of Sherbrooke**
Tuition fees are calculated on a weekly basis, so you do not have to pay any tuition fees during your maternity, paternity, adoption or parental leave. You must, however, notify your faculty at least one month prior to the expected date of the maternity leave, so your bill can be adjusted accordingly.

**University of Montreal**
Tuition fees are calculated per academic period, so you do not have to pay any tuition fees during maternity, paternity, adoption or parental leave. Note, however, that if you work a single day in a period, you will have to pay tuition fees for that period. You should contact the office of the Associate Dean for Postgraduate Medical Education to advise them of the expected date of the leave.

**Student loans**
During your maternity leave or parental leave, you can defer repayment of your student loan contracted under the Quebec government’s loans and bursaries program for a period of 12 months for the mother (four months during pregnancy and eight months after the birth of the child) and eight months for the father.

To that end, you must complete the “Temporary interruption of studies – Deferral of student debt repayment” ( Interruption temporaire des études – Report du remboursement de la dette d’études ) form, available on the Website of the Quebec government’s student financial assistance office ( www.afe.gouv.qc.ca ) or from your University’s financial aid office.

You must have pursued your studies for at least one month during the six months preceding the event justifying your application. If you do not return to your studies during the month following the period of temporary interruption of your studies, the government financial aid office ( Aide financière aux études ) will consider you to have abandoned your studies at the end of that period. So you must forward to the financial aid office of the Ministry of Education and Higher Education ( MEES ) a form confirming that you have regained your student status. You will find this form at your University’s financial aid office.

**Group insurance**
If you have individual coverage with the La Capitale insurance company, you can have your plan changed to family coverage when your family expands.

If you already have family coverage, your child will be covered by your insurance plan. You must, however, notify La Capitale that a new dependant is to be added to your coverage. To that end, please contact La Capitale at 418 644-4200 or 1 800 463-4856.

In either case, you must inform the person responsible for insurance in your establishment’s Teaching Office so the correct amount of insurance premiums can be deducted from your paycheque.
ARTICLE 27

MEDICAL EXAMINATION

27.01 CERTIFICATE OF GOOD HEALTH

Any resident shall, within no more than thirty (30) days of a request, supply a certificate of good health in accordance with the requirements of the establishment, or submit to a medical examination, also in accordance with the requirements of the establishment.

INTERPRETATION

This article stipulates that, if your establishment asks you to provide a certificate of good health or submit to a medical examination, you must do so within 30 days. Thus, the establishment has to make such a request on reasonable grounds, within the prescribed deadlines, and not gratuitously. If these rules are not followed, this could constitute a violation of your integrity, dignity, and privacy, and that is contrary to the Charter of Human Rights and Freedoms, CQLR c. C-12, and the Civil Code of Quebec, CCQ-1991. The establishment must explain to you the reason (e.g., having you assessed by a second expert when you are on sick leave) why it is requiring a medical certificate or medical examination. When in doubt, please get in touch with the Federation.

27.02 VACCINATIONS

The establishment shall administer free-of-charge a complete series of vaccinations against hepatitis A, hepatitis B, influenza and chickenpox to any resident who requests it.

The resident shall undergo, during his work hours and without charge, any examination, immunization or treatment required by the establishment.

Such examinations, immunizations and treatments required by the establishment shall be related to the work to be performed or necessary for the resident’s protection.

INTERPRETATION

In most establishments, the Health and Safety Office is responsible for administering vaccinations. It must offer you, without charge, during work hours, vaccination against hepatitis A, hepatitis B, influenza, and chickenpox.

27.03 ESTABLISHMENT’S HEALTH DEPARTMENT

The establishment agrees to register the resident with the establishment’s health and safety department, so that the resident may receive the services usually provided for personnel of the establishment. The resident’s medical file thus established shall be transferred, as required, to the establishment where the resident continues his training.

INTERPRETATION

All documents concerning an absence on medical grounds must be forwarded to your establishment’s Health and Safety Office, and not the Teaching Office.
### SECTION I - GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>28.01 ELIGIBILITY</th>
<th>In the event of death, illness or accident, a resident shall benefit from the plans described below after one (1) month of continuous service.</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.02 DEFINITION</td>
<td>For the purposes of this article, “dependant” means the resident’s spouse or dependent child or a person with a functional disability as defined hereinafter:</td>
</tr>
<tr>
<td></td>
<td><strong>Spouse</strong></td>
</tr>
<tr>
<td></td>
<td>i) spouse: as defined in Article 1.07</td>
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<tr>
<td></td>
<td>Nevertheless, dissolution or annulment of the marriage or civil union, or a de facto separation of over three (3) months’ duration in the case of a common-law union, shall result in the loss of this status of spouse. A married person or a person joined in a civil union who does not cohabit with his spouse may designate that person as his spouse to the insurer. He may also designate another person in lieu of the legal spouse if that person meets the definition of spouse set out in Article 1.07.</td>
</tr>
<tr>
<td></td>
<td><strong>Dependent child</strong></td>
</tr>
<tr>
<td></td>
<td>ii) dependent child: as defined in Article 1.07</td>
</tr>
<tr>
<td></td>
<td><strong>Person with functional disability</strong></td>
</tr>
<tr>
<td></td>
<td>iii) person with a functional disability: a single person of full age who has a functional disability defined in the Regulation respecting the basic prescription drug insurance plan which arose before he was eighteen (18) years old, who receives no benefits under a last-resort assistance plan pursuant to the Individual and Family Assistance Act (CQLR, c. A-13.1.1), is domiciled at the resident’s home and with respect to whom the resident would exercise parental authority if the person were a minor.</td>
</tr>
<tr>
<td>28.03 DISABILITY</td>
<td><strong>Definition of disability</strong></td>
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<tr>
<td></td>
<td>Disability is defined as a state of incapacity resulting from an illness or from an accident or a complication of a pregnancy, from a tubal ligation, a vasectomy or similar cases relating to family planning or an organ or bone marrow donation, requiring medical care and rendering the resident totally incapable of performing the normal duties of his position.</td>
</tr>
<tr>
<td>28.04 DISABILITY PERIOD</td>
<td>A period of disability shall be any continuous period of disability or a series of successive periods separated by less than fifteen (15) days of effective full-time work or availability for full-time work, unless the resident establishes to the satisfaction of the establishment or its representative that a subsequent period is attributable to an illness or to an accident completely unrelated to the cause of the previous disability.</td>
</tr>
</tbody>
</table>
**28.05 NON-INSURED CASES**

A period of disability resulting from illness or injury voluntarily caused by the resident himself or that has been caused by alcoholism or use of recreational drugs or that follows active participation in a riot or insurrection, or criminal acts or service in the Armed Forces shall not be recognized as a period of disability for the purposes of this Agreement.

Nevertheless, a period of disability resulting from alcoholism or drug addiction or a suicide attempt during which the resident receives medical treatment or care with a view to rehabilitation shall be recognized as a period of disability.

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**28.06 ESDC ABATEMENT**

In compensation for the establishment’s contribution to the insurance benefits outlined hereinafter, the total abatement granted by ESDC in the case of a registered plan shall be acquired by the establishment.

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**28.07 EFFECTIVE DATE**

The provisions of the present article shall apply as of the effective date of this Agreement, except for residents who are on disability at that date, who remain subject to the provisions in force before that date until their return to work.
The Federation Insurance Committee shall be responsible for establishing the basic health insurance plan and the optional life insurance, health insurance and salary insurance plans, which shall be an integral part of the insurance contract.

The insurance contract shall be taken out with an insurance company having its head office in Quebec.

The optional plans which may be instituted shall be life insurance, health insurance, dental insurance and salary insurance plans.

Contributions to the optional plans shall be entirely at residents’ expense. The rules for participation shall be established in accordance with the terms of the insurance contract.

The contract shall provide that the Minister may obtain from the insurer any statistical compilation or statement that may be helpful and relevant which the insurer provides to the Federation Insurance Committee.

The Minister shall receive a copy of the specifications, the list of tendering insurance companies, and a copy of the contract. Any amendment to the contract shall be brought to the attention of the Minister; any amendment to the contract concerning administration of the plans shall be subject to agreement between the negotiating parties. Any change in premiums shall not take effect until at least sixty (60) days following written notice to the Minister.

The Minister, the Federation and the Association québécoise d'établissements de santé et de services sociaux (AQESSS) shall meet as required to attempt to resolve difficulties associated with administration of the basic health insurance plan and the optional plans.

**Establishment’s obligations**

The establishment shall perform the work required to establish and apply the basic health insurance plan and the optional plans in accordance with the wording of the contract effected between the insurer and the Federation Insurance Committee. The establishment shall co-operate in any campaign concerning insurance plans. In particular, it shall perform the following operations:

a) information to residents;

b) registration and withdrawal of residents;

c) transmittal to the insurer of applications for insurance and relevant information for updating of the resident’s file by the insurer;

d) transmittal to the insurer of applications for discontinuance of insurance coverage;

e) collection of the contributions required and forwarding to the insurer of premiums deducted or, where applicable, received from residents;

f) delivery to residents of insurance and claim application forms, newsletters, brochures, insurance certificates or other material supplied by the insurer;

g) transmittal of the information normally required from the establishment by the insurer for settlement of certain benefit claims.

The waiting period with respect to the salary insurance plan shall not be less than twenty-four (24) months, and the benefit net of tax shall not exceed eighty percent (80%) of the salary net of tax, including benefits which the resident may receive from any other source, notably pursuant to the Act respecting the Quebec Pension Plan, the Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases and the different legislation concerning retirement plans; this maximum shall not be interpreted as imposing a limit identical to the benefits which the resident may receive from other sources.
SECTION II - BASIC LIFE INSURANCE PLAN

28.09 LIFE INSURANCE
Residents shall be entitled to six thousand four hundred dollars ($6,400) in life insurance. The establishment shall pay one hundred percent (100%) of the cost of the life insurance.

INTERPRETATION
This life insurance is over and above the supplementary insurance plan provided for hereafter.

SECTION III - BASIC HEALTH INSURANCE PLAN

INTERPRETATION
The basic health insurance plan is explained in the documentation made available to you by your insurer, La Capitale. You may obtain copies of this material by contacting the Federation or from La Capitale’s Website at www.lacapitale.com/collectif/fmrq/en/index.html.

28.10 HEALTH INSURANCE PLAN COVERAGE
The basic plan, in accordance with the terms and conditions of the contract, shall cover all drugs sold by a licensed pharmacist or a duly authorized physician, upon a prescription from a physician or dentist, as well as, if the insurance contract so stipulates, hospitalization expenses not exceeding the cost of a private or semi-private room without limit as to the number of days, ambulance transportation, hospital and medical expenses not otherwise recoverable when the insured resident is temporarily outside Quebec and his condition requires hospitalization outside Quebec, the cost of purchasing an artificial limb owing to a loss sustained while covered by this insurance, or other supplies or services prescribed by the attending physician and necessary for the treatment of the illness.
The establishment’s contribution to the basic health insurance plan for each resident shall not exceed the least of:

a) in the case of a resident insured along with his dependants:
   Biweekly pay: $5.97;

b) in the case of an individually insured resident:
   Biweekly pay: $2.39;

c) an amount equal to twice the contribution paid by the resident for the benefits provided by the basic plan.

The establishment shall maintain this contribution for any unpaid leave of no more than twenty-eight (28) days.

The insurance contract shall provide for a waiver of the establishment’s contribution effective from the one hundred and fifth (105th) week of a resident’s disability.

Participation in the basic health insurance plan shall be mandatory. A resident may, however, by giving prior written notice to his establishment, refuse or cease to be a participant in the basic health insurance plan, provided he establishes that he is insured under another group insurance plan or, if the contract so permits, in the general drug insurance plan provided by the Régie de l’assurance maladie du Québec (RAMQ).

The resident benefiting from unpaid leave of more than twenty-eight (28) days shall continue to participate in the basic health insurance plan. He shall be solely responsible for his own and the establishment’s contributions. For optional plans, the applicable rules are those set out in the insurance contract.

Note that under the Act respecting prescription drug insurance, CQLR c. A-29.01, participation in the group drug insurance plan offered is mandatory.

The resident who has refused or ceased to participate in the basic health insurance plan may participate in it once again in accordance with the conditions set out in the contract.
SECTION IV - SALARY INSURANCE

28.15 DISABILITY INSURANCE

GRACE PERIOD

Subject to the provisions of this article, for any period of disability during which he is absent from work, a resident shall be entitled:

a) to payment of a benefit equivalent to the salary which he would have received had he been at work, up to the limit of the lesser of the number of sick days accumulated to his credit or five (5) working days. Nevertheless, if a resident has to be absent from work owing to a disability without having accumulated a sufficient number of days to cover the first five (5) working days of absence, he may use, in advance, the days he will accumulate until June 30 of the current year. Nevertheless, in the event of departure before the end of the year, he shall reimburse the establishment, out of his last paycheque, at the current rate at the time of his departure, for the sick days taken in advance and not yet accumulated;

b) to a benefit of an amount equal to eighty percent (80%) of his salary from the sixth (6th) working day, for up to one hundred and four (104) weeks; For the purposes of calculating the benefit, the salary used shall be the salary the resident would receive if working, including any supplements for chief residents and assistant chief residents.

c) beginning in the eighth (8th) week of disability as defined in Article 28.03, a resident receiving salary insurance benefits may, at his request and upon recommendation from his attending physician, undergo one or more periods of rehabilitation, within a period of no more than three (3) consecutive months. This rehabilitation, which may take the form of a return to a part-time work schedule, is possible after agreement with the faculty of medicine concerned and provided that it enables the resident to carry out all the usual duties relating to his position, with the exception of call duty. Throughout the rehabilitation period, the resident shall continue to be covered by the salary insurance plan.

At the end of the three (3) month period, the establishment and the resident may agree, upon recommendation from the attending physician, to extend this period for no more than three (3) consecutive months.

The resident may terminate his rehabilitation period prior to the end of the agreed-upon period on presentation of a medical certificate from his attending physician.

When he is undergoing rehabilitation, the resident shall be entitled, on the one hand, to his salary for the proportion of time worked and, on the other hand, to the benefit applicable to him for the proportion of time not worked.

The rehabilitation period shall not interrupt the disability period or extend the salary insurance benefit period, whether full or reduced, beyond one hundred and four (104) weeks of benefits for this disability.

At the end of the rehabilitation period, the resident may resume his position if he is no longer disabled. If his disability persists, the resident shall continue to receive his benefit as long as he is eligible therefor.
The first five days of sick leave are paid at 100% of your salary and deducted from your bank of sick days provided for in Article 28.24, which totals 9.6 days per year.

From the sixth day to the 104th week, you are paid at 80% of your salary. Note that this amount is calculated on the gross salary, excluding call and teaching premiums. You will receive a cheque from your establishment.

After the 104th week, you will be paid at 80% of your salary, insofar as your situation meets the definition of long-term disability, but by your insurer, La Capitale, under the supplementary insurance plan. In that case, your benefit calculation includes call and teaching premiums, so you should see a slight increase in your benefits. Please note that this portion of sick leave is explained in the reference material from the insurer, which you can obtain by contacting the Federation.

To apply for sick leave, you must provide the establishment with a medical certificate including a diagnosis, treatment, and scheduled date of return or appointment. This certificate must be handed in at your establishment’s Health and Safety office. You are not required to give it to the Teaching Office, since this document has to remain confidential. Furthermore, your University can ask you to provide a medical certificate, i.e., a document signed by your attending physician indicating that you are unable to be in residency owing to sickness, along with the duration of this absence. The diagnosis does not have to be indicated on this document.

Also, from the 8th week of sick leave onward, you can obtain a period of rehabilitation that can take the form of a part-time return to work. To that end, you must submit to the establishment a medical certificate detailing the parameters of the return to work, e.g., the frequency of the return to work, duties or movements to be avoided, distribution of working days per week, etc. You must also discuss it with your program director, in order to ensure a smooth return conducive to the continuation of training in the context of part-time work. Note that the University is not free to refuse such a return. At most, it can decide that a rotation performed part-time will be a rotation that does not count toward the residency program. Progressive return to work is a form of accommodation associated with a handicap (temporary or permanent), and this right is a “fundamental right” protected by the Charter of Human Rights and Freedoms. Neither the establishment nor the University could deny you this right unless “undue hardship” were involved—which they would be responsible for demonstrating. If in doubt, get in touch with the Federation.

During the part-time rehabilitation period, the establishment will pay your work days at your usual salary, while the other days will be deemed sick days, and therefore paid at 80% of your salary.

If a statutory holiday occurs during sick leave of less than 12 months, the establishment pays the difference between the benefit and your salary. So you will receive your full salary for that day (Art. 23.04).
The salary insurance allowances shall be reduced by the initial amount of all disability allowances payable under the Quebec Automobile Insurance Act, the Act respecting the Quebec Pension Plan, the Act respecting industrial accidents and occupational diseases, and the different legislation respecting pension plans, regardless of any subsequent increases resulting from indexation clauses. More specifically, the following provisions shall apply:

- **a)** in the event the disability qualifies for allowances payable under the Act respecting the Quebec Pension Plan or the different legislation on pension plans, salary insurance benefits shall be reduced by those disability benefits;
- **b)** the event the disability qualifies for disability allowances payable under the Quebec Automobile Insurance Act, the following provisions shall apply:
  - **i.** for the period stipulated in subparagraph a) of Article 28.15, if the resident has sick days in reserve, the establishment shall pay the resident, as applicable, the difference between his net salary\(^1\) and the benefits payable by the SAAQ. The accumulated sick day bank shall be reduced in proportion to the amount thus paid out;
  - **ii.** for the period stipulated in subparagraph b) of Article 28.15, the resident shall receive, as applicable, the difference between eighty-five percent (85\%) of his net salary and the benefits payable by the SAAQ;
- **c)** in the case of an employment injury entitling the participant to the income replacement allowance payable under the Act respecting industrial accidents and occupational diseases, the following provisions shall apply:
  - **i.** the establishment shall pay the resident ninety percent (90\%) of his net salary\(^1\) until the consolidation of his injury, without exceeding one hundred and four (104) weeks from the beginning of his period of disability;
  - **ii.** in the event his injury is consolidated prior to the one hundred and fourth (104th) week following the beginning of his period of continuous absence due to an employment injury, the salary insurance plan provided for in Article 28.15 shall apply if the resident, as a result of the said injury, is still disabled as defined in Article 28.03, and in this event, the date of the beginning of such absence is considered to be the date of the beginning of the disability for the purposes of the salary insurance plan;
  - **iii.** the benefits paid out by the CNESST for the same period are to be collected by the establishment, up to and including the amounts referred to in i) and ii).

The resident shall sign the necessary forms to enable the establishment to receive such reimbursement.

The resident’s bank of sick days shall not be affected by such an absence, and the resident shall be deemed to be receiving salary insurance benefits.

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\(^{1}\) “Net salary” is defined as gross salary reduced by federal and provincial income tax and QPP and Employment Insurance contributions.
No salary insurance benefits shall be paid for a disability covered by the *Act respecting industrial accidents and occupational diseases* when the employment injury leading to entitlement thereto occurred on the premises of another employer. In that case, the resident shall be required to notify the establishment of such an event and of the fact that he is receiving an income replacement allowance. In the event the CNESST ceases to pay the allowance under the *Act respecting industrial accidents and occupational diseases* pursuant to an employment injury that occurred on the premises of another employer, however, the salary insurance plan referred to in Article 28.15 shall apply if the resident is still disabled as defined in Article 28.03, and in such cases, the date of the beginning of such absence is deemed to be the date of the beginning of the disability for the purposes of administration of the salary insurance plan.

To receive the benefits referred to in Article 28.15 and this article, a resident shall inform the establishment of the amount of weekly benefits payable under any legislation.

### INTERPRETATION

The amount of your salary insurance benefits is reduced in proportion to the amounts of benefits received under the *Automobile Insurance Act*, CQLR c. A-25, *Act respecting the Quebec Pension Plan*, CQLR c. R-9, or *Act respecting industrial accidents and occupational diseases*, CQLR c. A 3.001.

**28.17** The amount of the allowance shall be divided, where applicable, at the rate of one-fifth (1/5) of the amount provided for a complete week, per work day of disability, during the normal work week.

**28.18** Payment of allowances payable either as sick leave or as salary insurance shall be made directly by the establishment in which the resident performs his duties at the time of his departure on sick leave, subject to presentation by the resident of supporting documents that could reasonably be required. The establishment shall continue to pay said benefits to the resident, regardless of the anticipated duration of his employment at the establishment.

The resident shall be entitled to reimbursement of the fee charged by the physician for any request for additional medical information required by the establishment.
You will receive your salary insurance benefits from the establishment which was paying you on your first day of sick leave, regardless of the duration of your absence and the entries on your training card.

As a guide, supporting documents which could reasonably be demanded include:

- medical certificate including diagnosis, treatments, and date of anticipated return or of next appointment;
- statement of salary replacement benefits paid by the SAAQ or any agency other than a private insurer.

It is up to the establishment to determine the nature of the supporting documents required and the circumstances in which they are required. But the establishment may not demand such supporting documents in an abusive, discriminatory or arbitrary manner. It must take into account the context of the absence. So, if you are rarely absent and contact the establishment to advise it that you are off sick for the day, it could be abusive for the establishment to require a medical certificate. After a few consecutive days’ absence, the establishment could then be justified in querying the grounds for the absence.

Regardless of the duration of the absence, whether it be paid or not and whether or not there be an insurance contract to guarantee the risk, the establishment or the insurer or the government body that the employer has chosen to represent it for that purpose may verify the reason for the absence and monitor both the nature and the duration of the disability.

It must be pointed out that the establishment may verify the grounds for your absence and monitor both the nature and the duration of the disability. To this end, the establishment may require you to meet with a physician of its choice. The establishment is also entitled to demand a medical certificate produced by your attending physician that specifies the diagnosis, treatment, and nature of the disability. But this must be done reasonably and with respect for your rights, including your right to integrity, dignity, protection of personal information and privacy. So the establishment cannot monitor your absences in an unreasonable, even abusive manner.

In order to permit this verification, the resident shall advise the establishment without delay when he cannot report for work due to illness and promptly submit the required supporting documents contemplated in Article 28.18; the establishment or its representative may require a statement from the resident or his attending physician except in the case where, owing to circumstances, no doctor has been consulted; he may likewise have the resident examined with respect to any absence. The fee for the examination shall not be charged to the resident.
When taking sick leave, you must inform the staff physician supervising you on the day of the absence, so he can take the necessary steps to organize the day's work.

It is also good practice to inform the chief resident or his assistant, in the event you were on call. In fact, the latter has to ensure a replacement for your call duty, as far as possible and in compliance with the collective agreement, since it is not your responsibility to find a replacement when you are sick, but rather to give notice of such a need.

Also, if the absence is longer-term, your establishment's Health and Safety Office will be responsible for managing absences on sick leave. So it is important to send them your medical certificate (diagnosis, treatment, duration of absence) as soon as possible. Finally, some university regulations stipulate that you must also inform your program director and the Office of the Associate Dean.

Note that any monitoring measure carried out by the employer has to be in compliance with your rights.

Finally, it is possible that specific rules may be in effect in your establishment. Find out about these, with regard to the notice you have to provide.

### 28.21 FALSE STATEMENTS

The verification may be made on a random basis, or as needed, when, taking into account the accumulation of absences, the establishment deems this appropriate. In the event the resident has made a false statement, or the reason for the absence is other than illness of the resident, the establishment may take the appropriate disciplinary measures.

### 28.22 EVIDENCE

If on account of the nature of his illness or injuries, the resident has not been able to advise the establishment without delay or submit the necessary proofs promptly, he shall do so as soon as possible.

### 28.23 RESIDENT’S RECURSE

When payment of benefit is refused by reason of presumed non-existence or termination of disability, the resident may appeal the decision in accordance with the grievance procedure.

You are required to submit supporting documents as soon as possible, and, in case of extended absence, to follow up periodically with the Health and Safety Office, at their request. The Health and Safety Office often requires a standard form, which your physician will have to complete. In special cases, the nature of your illness or injuries may mean your condition prevents you from providing such follow-up. In such a case, you should contact the Federation.
At the end of each month of paid service, the resident shall be credited with 0.80 working days of sick leave. For the purposes of this article, any authorized absence of more than thirty (30) days shall interrupt the accumulation of sick days, while any authorized absence of thirty (30) days or less shall not interrupt the accumulation of sick days.

Any continuous period of disability of more than twelve (12) months shall interrupt the accumulation of annual vacation days.

The resident may use three (3) of the sick days provided for in the first subparagraph for personal reasons. The resident shall take this leave separately, and advise the establishment at least twenty-four (24) hours in advance. The establishment shall not deny the leave without valid grounds.

You are therefore entitled to a maximum of 9.6 days’ sick leave for a full year of residency, i.e., 0.80 days per month worked. Moreover, three of these days can be used for personal reasons, i.e., without having to provide justification. The latter three days cannot, however, be taken consecutively.

You continue to accumulate vacation time if your sick leave is less than 12 months in duration. Beyond that period, you can no longer accumulate vacation days, until you return to work. On the other hand, study leave and conference days are prorated downward in proportion to the number of days worked in the year.

Sick days not taken during the year are payable on the first paycheque of July the following year.

The resident who has not used up all the sick days to which he is entitled under Article 28.24 shall receive, by July 15 of each year at the latest, payment for the unused days accumulated as at June 30 of each year. Payment shall be made on the following July 15 or within a period of fifteen (15) days of his departure, whichever comes first.

Such sick days to which the resident is entitled shall be paid to him in full by the establishment where he is in training at the time of his departure.

Effective July 1, 2018, the Régie shall pay yearly the sum of one hundred thousand dollars ($100,000) to the Quebec Physicians’ Health Program (QPHP) on behalf of the Federation. The purpose of this contribution is to set up stable, ongoing funding to ensure the maintenance and continuity of the services offered to physicians, residents and medical students by the Quebec Physicians’ Health Program.
ARTICLE 29
MALPRACTICE INSURANCE

29.01 LAWSUIT OR CIVIL CLAIM

Except in the cases of exclusion listed in Appendix II, in any lawsuit or civil claim against a resident for an act, deed or omission committed in the performance of his duties, the establishment undertakes to intervene on the resident’s behalf and pay, in the stead of the resident, any damages, in principal, interests and costs for which the resident shall be held liable.

This commitment shall also apply to any subsidiary remedy or action in warranty instituted against a resident for an act, deed or omission committed in the performance of his duties.

Moreover, the establishment renounces, under any circumstances, its right to take action against the resident on account of its obligation to pay the indemnity in the stead of the resident.

INTERPRETATION

In the event of prosecution, you are insured by the establishment via the collective agreement for any act, deed or omission committed in the performance of your duties as a resident, even if the prosecution takes place once your residency has been completed.

Additional malpractice insurance not necessary

You do not have to take out additional malpractice insurance within the context of your postgraduate education, or retroactive malpractice insurance once you begin your autonomous practice. You are automatically covered, fully and without charge, under Article 29 of your collective agreement, during and following your residency for acts performed during your residency.

If legal action is taken against you, you must notify the establishment concerned, which can designate legal counsel to represent you.

You must disclose all relevant information about the case in dispute to the establishment, and you must cooperate with the establishment in its investigation, which will often be conducted by a claims adjuster. It is, however, preferable to be discreet with your colleagues concerning the legal action. Nor is it advisable to discuss it with other residents or the staff physicians involved. Note that the interests of staff physicians being prosecuted may be different from yours, as they will be represented by different attorneys since they are insured by a personal insurer, whereas the establishment and the establishment’s health professionals, including the resident, will normally be represented by attorneys mandated by the DARSSS. Also, barring a serious error on your part, your supervising staff physicians remain responsible for the acts you perform under their supervision, so they might have to be held to account in that regard, and that could mean you have opposing interests. So it is recommended that you let these staff physicians’ attorneys and those of the establishment who are defending you establish whether it is helpful to work together on a common defence. Avoid taking any initiative in these situations, and refer to your representatives.

Make sure you are fully familiar with the facts leading to the prosecution. You might have to describe and comment on the medical acts performed by you, the other residents, staff physicians, or any other members of the establishment’s staff. We advise you, where applicable, to put down in writing everything you remember about the case, since your testimony, if required, could be given several years after the care episode took place. To help you, you may ask for access to the files on which you acted.
Establishment’s obligations
The establishment has to pay for any ruling handed down against a resident. If the establishment were to decide not to pay for the ruling, the resident would be entitled to take legal action against it to collect the amount due.

The third paragraph of Article 29.01 clearly states that the establishment renounces its right to take action against the resident for any ruling against it arising from an error committed by the resident while in its employ.

Moonlighting/locums
If, after taking the necessary steps, you are in a position to perform moonlighting or locums with a regular permit, note that you are not covered by the malpractice insurance as described in Article 29. You must therefore take out malpractice insurance via a third party, such as the Canadian Medical Protective Association (CMPA).

Coverage restricted to duties associated with residency
If you do not have a regular permit and perform medical acts outside your residency, you are not covered by the collective agreement’s malpractice insurance. Be careful, then, with any acts performed as part of activities outside your residency (e.g., volunteering or humanitarian work, or additional paid call duty).

Administrative complaint to the medical examiner or reporting to the Collège
If you are the subject of an administrative complaint to your establishment’s medical examiner or reporting to the Collège, we advise you to get in touch with the Federation for advice.

In the event legal action is taken against the resident personally, and the establishment, after being summoned by registered mail to intervene in his defence, refuses or neglects to do so or refrains from doing so, the establishment shall be required to pay the fees and expenses of the lawyer whose services are retained by the resident to proceed in warranty.

This provision may not be interpreted as negating the insurance coverage stipulated in this article.

The establishment has to provide for your defence in the event of prosecution. If it should refuse to do so, you could claim reimbursement from it of the costs of your defence.

The establishment contemplated in this article shall be the establishment which pays the resident.
Throughout the rotation covered by his certificate of employment, the resident shall also be insured for acts, deeds or omissions committed in the performance of his duties at the residence of a patient he has been required to visit in conjunction with his rotation, or in an establishment other than that specified in Article 29.03.

**INTERPRETATION**

Note that you are also insured while you are at a patient’s home and when you perform treatment in an ambulance within the framework of your residency, since those sites are accredited by the Collège.

The establishment may secure civil and professional liability (malpractice) insurance coverage with a third insurer or through the Health and Social Services System Damages Compensation Plan (Régime d’indemnisation de dommages du reseau de la Santé et des Services sociaux) managed by the SigmaSanté Health and Social Services System Insurance Branch (Direction des assurances du réseau de la santé et des services sociaux (DARSSS)).

The resident shall comport himself in respect of his establishment as an Insured vis-à-vis his Insurer, notably by acting in good faith, co-operating and reporting incidents or claims within the prescribed deadlines. He shall neither admit his liability nor compromise the establishment’s intended defence against the claim.

You must disclose all relevant information about the case in dispute to the establishment as soon as possible, and cooperate in the establishment’s investigation. We would stress that your staff physicians are not, for the purposes of application of Article 29 of the Agreement, considered representatives of the employer, since their interests may be opposed both to the establishment’s and to yours.

Failure to comply with these obligations may lead to denial of coverage and indemnity. The resident shall not, however, be penalized for failing to give the above-mentioned notice within the prescribed deadline if the establishment is not compromised thereby.
29.08 LAWSUIT AFTER RESIDENCY
Residents no longer in the employ of the establishment shall nevertheless continue to be protected against any future claim with respect to acts or omissions committed during residency while employed by the establishment.

INTERPRETATION

When you start out in autonomous practice, you are not required to take out retroactive malpractice insurance to cover medical acts performed during residency, because you retain the malpractice insurance coverage provided for in the collective agreement, until the expiry of the limitation periods. If, however, you are the subject of an administrative complaint to your establishment’s medical examiner or reporting to the Collège for acts performed during your residency, the malpractice insurance coverage in Article 29 does not apply.

29.09 LOCATION OF COVERAGE
The malpractice insurance provided for in this article shall apply worldwide, except where no insurer can provide guarantees as a result of sanctions, prohibitions or restrictions in connection with a statute or regulation of the Government of Canada concerning economic, trade or political sanctions.

In the event the Health and Social Services System Insurance Branch (DARSSS) is unable to obtain insurance coverage applicable to a country other than Canada, the Minister shall inform the Federation in writing, as early as possible, of the limitations inherent in the malpractice insurance coverage outside Canada.

The medical resident shall declare his rotation outside Canada to the DARSSS, and this declaration shall include the documents and information requested by the DARSSS.

INTERPRETATION

Rotations outside Quebec that have been duly accepted will be subject to the malpractice insurance coverage offered in Article 29. This insurance covers medical residents worldwide, unless coverage is impossible in that location for geopolitical reasons.

When your rotation is approved by your medical faculty and the Collège, you must send the DARSSS a copy of your training card and the “Request for a rotation in a non accredited site” form, duly signed by the competent authorities. Upon receiving this information, the DARSSS will issue an “Attestation of insurance coverage.”

Everything may be sent to faq@darsss.ca. If, however, you would like further information, you may also call the DARSSS at 514 282-4254.

For information on how to have your rotation credited, please refer to Article 13.08.

Make sure you have proof of malpractice insurance before performing any medical acts outside Quebec.
When the resident, in performing his duties, is the victim of an accident caused by a patient, the establishment shall see to the cleaning, replacement or repair of his personal effects (clothing, watch, glasses, contact lenses or any other prosthesis or artificial aid) and of any private diagnostic instruments which have been destroyed or damaged.

The resident shall, however, file his claim with the establishment within seven (7) days of the accident or within any other longer period of time that is reasonable under the circumstances.
ARTICLE 31

PAYMENT OF SALARY

31.01 PAYMENT OF SALARY
The salaries specified in Appendix I shall be paid according to the system in effect in each establishment or according to any other system agreed upon by the parties. If a payday coincides with a statutory holiday, the pay shall be issued the day before the statutory holiday.

31.02 The paycheque may be sent to the residence of the resident or to a financial institution, upon agreement with the establishment.

31.03 INFORMATION PRINTED ON PAYCHEQUE
On each paycheque, the establishment shall enter the following information:
- surname and given names of the resident;
- job title;
- date of pay period;
- cumulative amount of money due paid in days off;
- number of sick days remaining;
- gross amount of salary, call responsibility premium and teaching responsibility premium;
- nature and amount of deductions;
- net amount of salary, call responsibility premium, and teaching responsibility premium.

31.04 PROVISIONS ON TERMINATION OF EMPLOYMENT
The establishment shall provide the resident, on the day of his departure, with a signed statement indicating the amount owing to him in wages and fringe benefits, provided the resident notifies the establishment of his departure at least four (4) weeks in advance.

The establishment shall hand or send the resident, during the pay period following his departure, his paycheque, including fringe benefits.

31.05 T4 AND RELEVÉ 1
The amount of union dues shall appear on the T4 supplementary and Relevé 1 forms, all of which must conform with the various regulations of the government departments concerned.

31.06 ERROR ON PAYCHEQUE: AMOUNT OWED TO RESIDENT
In the event of an error on a paycheque of five dollars ($5) or more which is the fault of the establishment, the latter undertakes to correct this error within four (4) business days of the distribution of cheques by paying the resident the amount owing to him.

No deductions shall be made from the resident’s pay for breakage or loss of any article, except where negligence on the part of the resident is proven.
In the event of an error on a paycheque involving an excess amount paid to a resident by the establishment, it is agreed that the establishment shall recover the amount in accordance with the following criteria and procedures:

1. the establishment shall first establish the amount from which it may not recover the monies:
   a) Eighty dollars ($80) per week, in the case of a resident without dependants;
   b) One hundred and twenty dollars ($120) per week, plus twenty dollars ($20) per week for each dependant, beginning with the third, in the case of a resident with dependants;

2. the establishment shall then establish the portion of the salary from which it may recover the amount by subtracting the amount stipulated in the previous paragraph from the resident’s salary.

The establishment shall then withhold the overpayment from each paycheque, at a rate of twenty percent (20%) of the amount from which it can recover the overpayment, until the resident’s debt has been repaid.

It is agreed that the establishment may recover only overpayments made during the twelve (12) months prior to the discovery of the error.

**INTERPRETATION**

The amount that can be recovered on your paycheque is calculated in two stages. First, the Agreement provides that the establishment has to maintain a minimum amount on your paycheque: $80 per week if you have no dependent children, and $120 if you have dependent children. Beyond that, the establishment can withhold a maximum of 20% of the new amount.

Let us take the example of a first-year resident, with no dependent children, whose gross salary is $1,321 per pay. The establishment overpaid him by $2,000, which it now has to recover.

First, the establishment has to identify the resident’s status to determine the amount the Agreement deems untouchable. In our example, since the resident has no dependent children, Subparagraph 1 a) applies. Thus, the establishment has to ensure that a minimum amount of $160 ($80 X 2 weeks) is always included on the resident’s paycheque.

The article then provides that the establishment can reimburse itself at the rate of 20% of the amount available to it, until the debt is extinguished. In our example, the available amount is $1,161, i.e., $1,321 minus $160. So the establishment will be able to withhold on the resident’s paycheque an amount of $232, i.e., 20% of $1,161, until the debt is discharged.

The resident shall be notified of any change in payment.

Upon request and presentation of proof of status, a pay advance of up to sixty-five percent (65%) of the salary shall be paid at the latest five (5) days after the date of the payment stipulated in Article 31.01 to any resident who is entitled to his pay but whose paycheque could not be given to him in accordance with Article 31.01 for reasons beyond his control.
ARTICLE

ADJUSTMENT AND RESTORATION
OF SALARY SCALES

32.01
ADVANCE UP
SALARY SCALE

With each year of training, upon academic promotion awarded by the university authorities and recognized by the Collège, the resident shall advance one level on the salary scale set out in Appendix I of this Agreement.

The resident shall also advance one level at the start of each year of additional training authorized by the Minister, the university authorities and the Collège for purposes of (university or non university) hospital recruitment or to meet the requirements of an outside body including, notably, the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.

No advance in level shall be granted for the duration of repeated training or a change of university, or for additional training following a failure or an examination.

In the event of a program change, the resident shall receive the salary located at the lower of the level he was on at the time of the program change and the highest level recognized in his new program; he shall then retain this salary until he has moved above the academic level corresponding to that pay level. Notwithstanding the foregoing, his progression cannot have the effect of raising his salary above the highest level recognized in his new program.

For the resident pursuing training interrupted by abandonment or exclusion, or begun outside Quebec, the establishment shall pay him the salary for the level corresponding to the training recognized by the Collège and the university authorities.

The R8-level resident whose salary on the scale as of March 31 is higher than the rate in effect on April 1 of the same year shall continue to receive the salary to which he was entitled as at March 31.

INTERPRETATION

In the event of a program transfer, you will retain the salary step you had in your old program until you have moved up beyond the academic level corresponding to that step in the new program. The article does not, however, allow you to receive a salary higher than the salary corresponding to the highest step in the new program.

For instance, an R4 in internal medicine who transfers into family medicine cannot have more than an R2 salary. But the same resident could retain his R4 salary if he transfers into a specialty program of five years or more, even if he has to start again as an R1. He will then retain his salary until such time as he is considered an R5 in his new program.

Note that this article does not apply if you come from a program outside Quebec.

Note also that, should you fail a rotation, when retaking it you will be paid on the same step as the original rotation which you did not pass. For instance, if you fail your final R2 rotation in P13 and retake that rotation in P1 the following year, that rotation will be paid as an R2 rotation. In Period 2, you will receive an R3 salary, until you have completed your R3 year.
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| 32.02   | Period from April 1, 2015 to March 31, 2016  
All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2015 shall be maintained without any increase. |
| 32.03   | Period from April 1, 2016 to March 31, 2017  
All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2016 shall be increased on April 1, 2016 by a percentage equal to 1.5%. |
| 32.04   | Period from April 1, 2017 to March 31, 2018  
All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2017 shall be increased on April 1, 2017 by a percentage equal to 1.75%.  
For the period from April 1, 2017 to March 31, 2018, the resident shall receive a lump sum corresponding to 0.97% of the salary received, on the same conditions as those provided for in Article 35.01, with the necessary modifications. |
| 32.05   | Period from April 1, 2018 to March 31, 2019  
All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2018 shall be increased on April 1, 2018 by a percentage equal to 2%. |
| 32.06   | Period from April 1, 2019 to March 31, 2020  
All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2019 shall be maintained without any increase.  
For the period from April 1, 2019 to March 31, 2020, the resident shall receive a lump sum corresponding to 0.5% of the salary received, on the same conditions as those provided for in Article 35.02, with the necessary modifications. |
| 32.07   | Period from April 1, 2020 to March 31, 2021  
All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2020 shall be maintained without any increase. |
| 32.08   | On April 2, 2019, all salary scales in effect as at April 1, 2019 shall be increased on the basis of the terms and conditions provided for in Appendix I. |
| 32.09   | The salary scales, supplements and premiums provided for in Articles 32.02, 32.03, 32.04, 32.05, 32.06, 32.07 and 32.08 appear in Appendix I of this Agreement. |
The resident who currently benefits from advantages or privileges superior to those provided for in this Agreement with respect to meals and library access shall continue to enjoy such advantages and privileges for the duration of this Agreement.
ARTICLE 34

STANDING COMMITTEE ON PHYSICIAN RESOURCE DISTRIBUTION

34.01 Two representatives of the Federation shall sit on the Standing Advisory Panel on Physician Resource Planning in Quebec, the Monitoring Committee of the Standing Advisory Panel on Physician Resource Planning in Quebec, and any other committee stemming from the Advisory Panel or the Monitoring Committee, as applicable.

34.02 One representative of the Federation shall also sit as an observer on the Standing Management Committee on Physician Resources in Specialties comprising representatives of the Ministry of Health and Social Services (MSSS) and the Fédération des médecins spécialistes du Québec (FMSQ), and on the Standing Management Committee on Physician Resources in Family Medicine comprising representatives of the Ministry of Health and Social Services (MSSS) and the Fédération des médecins omnipraticiens du Québec (FMOQ).

34.03 In the event that the structures provided for in Article 34.01 or 34.02 are modified or abolished, the parties shall meet in order to find a new way of ensuring dialogue with respect to physician resource planning and distribution and thus ensuring that the Federation continues to be consulted ahead of time on any measure the Minister wishes to have applied regarding physician resource distribution or before a regional physician resource plan is approved.

34.04 At the request of the Minister or the Federation, the parties also agree to discuss any issue raised with respect to physician resource planning or distribution in Quebec or to the application of this chapter.
The Agreement shall take effect on the date of its signing and shall terminate on March 31, 2021. None the less, Article 32 and Appendix I shall take effect on April 1, 2015.

Subject to the following paragraph, the amounts of retroactive pay, where applicable, stemming from the application of Article 35.01 shall be payable no later than sixty (60) days following the signing of the Agreement. Nevertheless, an amount of retroactive pay to or less than one dollar ($1) shall not be payable.

The resident whose residency ended between April 1, 2015 and the retroactive pay payment date shall make his application for payment of salary due within six (6) months of the signing of the Agreement. The establishment also undertakes to provide the Federation, within two (2) months of the signing of the Agreement, with a list of all residents whose residency ended between April 1, 2015 and the retroactive pay payment date.

The parties agree that grievances filed between March 31, 2015 and the signing of this Agreement shall be governed by the terms of the agreement which expired on March 31, 2015.
ARTICLE 36

RENEWAL AND ARBITRATION

36.01 Within twelve (12) months preceding the expiry of the Agreement, the Federation may send the Minister its written proposals in whole or in part on all matters that it feels should be amended.

36.02 The Federation and the Minister agree to begin negotiations and subsequently pursue them without delay, with diligence and good faith, with a view to renewing the Agreement.

36.03 The parties agree that matters of dispute at the time of renewal of the Agreement and subsequent agreements may, at the request of either party, be submitted to compulsory binding arbitration, with the exception of the following matters:
- salary scales;
- working hours;
- payment for on-call work;
- retirement plan;
- tuition fees charged by universities;
- therapeutic or diagnostic instruments;
- the policy on determining the number of resident positions; nevertheless, such exclusion shall not have the effect of excluding from arbitration a working condition that would otherwise be arbitrable;
- clinical teaching units.

36.04 No items involving any of the following matters and incurring additional expense for the establishment, except for items relating to situations specific to residents, shall be submitted to arbitration:
- parking facilities;
- uniforms and paging service;
- room conditions;
- meals;
- statutory holidays;
- special leave;
- annual leave;
- maternity, paternity and adoption leave;
- sick leave, salary insurance, life insurance and health insurance.

36.05 Residents shall receive the basic salary scale adjustments and premiums and supplements already existing in the agreement granted to all technicians and professionals in the Health and Social Services network.
36.06 FUTURE WORKING CONDITIONS

In the case of the following working conditions:

- parking facilities;
- uniforms and paging service;
- room conditions;
- meals;
- statutory holidays;
- special leave;
- annual leave;
- maternity, paternity and adoption leave;
- sick leave, salary insurance, life insurance and health insurance;
- tuition fees charged by universities;
- therapeutic or diagnostic instruments;

residents shall receive *mutatis mutandis* any changes that are made to these benefits for the group of unionized technicians and professionals in the Health and Social Services network.

36.07 ARBITRATION PROCEDURES

To enforce the foregoing articles, either party may at any time, upon written notice to the other, refer the matters in dispute to an Arbitration Board.

36.08 ARBITRATION BOARD

The Arbitration Board shall be composed of a Chairman and a representative of each party.

36.09 ARBITRATION BOARD REPRESENTATIVES

Within ten (10) days of sending the notice mentioned in Article 36.07, each party shall notify the other, in writing, of the name of the person it has appointed as its representative.

36.10 ARBITRATION BOARD CHAIRPERSON

The representatives thus appointed by each party shall not delay in consulting each other and agreeing on the choice of a third party who shall act as Chairperson of the Arbitration Board. Failing agreement on the choice of the Chairperson, the latter shall be appointed by the Chief Justice of the Court of Quebec from among the judges of that Court.

36.11 ARBITRATION

As soon as the Chairperson is chosen, the Arbitration Board shall with all due dispatch begin hearing the parties on the matters that remain in dispute, according to the procedure and method of reviewing evidence it deems appropriate.

36.12 RULING

The ruling of the Arbitration Board shall be handed down within ninety (90) calendar days of the date on which the hearings end.

36.13 The Chairperson shall send one copy of the arbitration award to each party.
36.14 CHAIRPERSON’S POWERS
Should no unanimous or majority decision be reached, the Chairperson’s report shall constitute the Arbitration Board’s award.

36.15 The Arbitration Board’s award shall bind the parties and have the effect of an agreement signed by the parties.

36.16 ARBITRATION BOARD VACANCY
All vacancies created by the death of a representative of one of the parties on the Arbitration Board, or by his resignation, inability or refusal to take action, shall be filled without delay by the party concerned; in case of a delay in filling that vacancy, the Chairperson may order the Arbitration Board to continue its work in the absence of a representative of the party in default. As soon as the vacancy is filled, the Arbitration Board shall resume its work without delay, from where it left off, unless the Chairperson decides otherwise.

36.17 CHAIRPERSON VACANCY
All vacancies created by the death of the Arbitration Board Chairperson, or by his resignation, inability or refusal to take action, shall be filled without delay by the representatives of each of the parties. Failing agreement on the choice of a Chairperson, the Chairperson shall be designated by the Chief Justice of the Court of Quebec from among the justices of that court.

36.18 CHAIRPERSON’S FEES AND EXPENSES
The Arbitration Board Chairperson’s expenses and fees shall be paid by both parties equally.

36.19 ONGOING NEGOTIATION
Notwithstanding the foregoing, and at any time prior to the expiry of this Agreement, the Minister and the Federation agree to discuss any issue raised by either party for the purposes of agreeing, where applicable, to amendments to this Agreement.
IN WITNESS WHEREOF, the parties have signed in

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaétan Barrette</td>
<td>Minister</td>
</tr>
<tr>
<td>Ministry of Health and Social Services</td>
<td></td>
</tr>
<tr>
<td>Christopher Lemieux, MD</td>
<td>President</td>
</tr>
<tr>
<td>Fédération des médecins résidents du Québec (FMRQ)</td>
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<tr>
<td>Christophe Cloutier Lambert, MD</td>
<td>President</td>
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<tr>
<td>Association des médecins résidents de Montréal (AMRM)</td>
<td></td>
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<tr>
<td>Maxime Nadeau, MD</td>
<td>President</td>
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<tr>
<td>Association des médecins résidents de Québec (AMReQ)</td>
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<tr>
<td>Julien Dallaire, MD</td>
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<tr>
<td>Association des médecins résidents de Sherbrooke (AMReS)</td>
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<tr>
<td>Bayane Sabsabi, MD</td>
<td>President</td>
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<tr>
<td>Association of Residents of McGill (ARM)</td>
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</table>
# APPENDIX I

## 1. Medical Residents' Salary Scales

<table>
<thead>
<tr>
<th></th>
<th>From 2015-04-01 to 2016-03-31</th>
<th>From 2016-04-01 to 2017-03-31</th>
<th>From 2017-04-01 to 2018-03-31</th>
<th>From 2018-04-01 to 2019-03-31</th>
<th>From 2019-04-01 to 2020-03-31</th>
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## 2. Chief Resident and Assistant Chief Resident Responsibility Supplements

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<tr>
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<th>From 2015-04-01 to 2016-03-31</th>
<th>From 2016-04-01 to 2017-03-31</th>
<th>From 2017-04-01 to 2018-03-31</th>
<th>From 2018-04-01 to 2019-03-31</th>
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<tr>
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### 3. CALL RESPONSIBILITY PREMIUM

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<th>From 2017-04-01 to 2018-03-31</th>
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<tr>
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### 4. TEACHING RESPONSIBILITY PREMIUM

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<th>From 2016-04-01 to 2017-03-31</th>
<th>From 2017-04-01 to 2018-03-31</th>
<th>From 2018-04-01 to 2019-03-31</th>
<th>From 2019-04-01 to 2020-03-31</th>
<th>From 2020-04-01 to 2021-03-31</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
APPENDIX II

EXCLUSIONS

This contract is not applicable to bodily injury or property damages:

1. PRIOR CLAIMS
Arising out of claims already received by the Insured at the time of inception of this policy.

2. MEANS OF TRANSPORTATION
Arising out of the ownership, existence, use or operation by the Insured or on his behalf:
   A) of any aircraft, ship or boat of which the registered gross weight exceeds 10 tonnes, and which is partially or totally owned by the Insured or registered in its name;
   B) of any automotive land vehicle (partially or totally owned by the Insured or registered in his name) and trailers or semi-trailers, whether attached or not (including accessories, equipment and material attached thereto or mounted thereon), except for the following vehicles and their trailers, accessories, equipment and material:
      a) tractors (other than road tractors meant for pulling trailers or semi-trailers), steamrollers, graders, scrapers, bulldozers, road surfacing equipment, cement mixers (except cement-mixer trucks) and fork lifts;
      b) automotive land vehicles meant for use on the premises only (including adjoining roads) of which the named Insured is the owner or lessee, even though they may occasionally be used on public roads.

3. AIRPORTS
Resulting from the ownership, existence or use of any location usually used as an airport or as a landing strip, including all major and secondary operations.

4. CRIMINAL ACT
Caused by the Insured while carrying out a criminal act or while mentally disturbed owing to alcohol or narcotics. This exclusion does not, however, apply to any Insured who is neither responsible for nor an accomplice in such an act.

5. DAMAGES INTENTIONALLY PROVOKED
Arising out of intentional remarks made by the Insured, unless they were made with a view to protecting in good faith an individual or property; this exclusion does not, however, apply to any Insured who is neither responsible for nor an accomplice in such an act.

6. WAR RISKS
Damages resulting directly or indirectly from war, invasion, foreign enemy’s actions, hostilities (whether war be declared or not), civil war, rebellion, revolution or insurrection.

7. POLLUTION
Resulting from pollution unless the cause of loss is an accident.
8. NUCLEAR ENERGY
A) Damages for which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether or not the Insured is named in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurers, or pool of insurers, or who would be an Insured under any such policy before its termination upon exhaustion of its limit of liability; nor;

B) Damages resulting directly or indirectly from the nuclear energy hazards arising from:
   a) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
   b) provision by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility;
   c) the possession, consumption, use, handling, disposal or transportation of radioactive material (except radioactive isotopes, away from a nuclear facility) used, distributed, handled or sold by an Insured.

This insurance contract does not apply to personal damages:

9. ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES
Resulting from the liability imposed by law with relation to workplace accidents.

This insurance contract does not apply to property damage caused:

10. PRIVATE PROPERTY
A) in relation to goods belonging to the Insured or for which the Insured is responsible and has the care or control. This exclusion does not, however, apply to:
   a) buildings rented, used or occupied by designated Insured;
   b) property belonging to employees or beneficiaries;
   c) elevators, escalators, hoists or airlifts and their contents up to a limit of ten thousand dollars ($10,000) per loss, caused by an accidental collision of the machine;
   d) automotive land vehicles not belonging to the Insured, up to a limit of ten thousand dollars ($10,000) per loss;
   e) property damage resulting from the liability assumed under written agreements regarding loop-line, short-cuts, right-of-ways or other privileges required by railway transport companies or public utilities, under municipal, provincial or federal by-laws, or under agreements regarding elevators and escalators;

B) manufactured goods or products sold, handled or distributed by the Insured;
C) work carried out by the Insured or on his behalf, when a defect is the cause of loss;
D) the administration of fringe benefits programs resulting from:
   a) intentional acts carried out or remarks made with a view to causing harm;
   b) shortcomings on the part of the Insurers with regard to the execution of their contract;
   c) voluntary violations by the Insured with regard to legislation concerning industrial accidents, unemployment, social security or disability;
   a) poor performance of stocks compared with claims made by the Insured;
   b) advice given by the Insured with regard to whether or not participation in a stock purchase plan is advisable.

This insurance contract does not apply to any pecuniary loss resulting from attacks on personal integrity:

11. LABOUR RELATIONS
Prejudice caused to an employee by the administration, application or breaking of an individual or collective labour agreement in effect between the Insured and his employee(s).
This Appendix takes effect on July 1, 2019, and remains in effect until the renewal of the collective agreement.

In short, this Circular provides for payment by the establishment hosting you on rotation of travel, accommodation and living expenses for mandatory rotations performed more than 50 kilometres from your home base, i.e., the establishment where most of your rotations are performed or a university family medicine group (GMF-U).

You are entitled to:
- Two return trips per rotation period reimbursed at the rate of $0.440 per kilometre for your travel expenses. Ride-sharing is also encouraged, and the driver will receive an additional allowance if he has passengers. It is possible to take a plane if the rotation site is 800 km or more from your home base.
- $225 for your living expenses.
- Accommodation in good condition provided by the establishment. Should no accommodation be provided or made available by the establishment, you must check whether accommodation is provided by the Federation or an affiliated association, and available, at the location where you will be on rotation. Should the latter have no accommodation available during your rotation period, you are entitled to $580 per rotation period for accommodation.

Moreover, if you are performing most of your training in a university family medicine group (GMF-U) in a remote region (see Schedule I of the Circular), you will be accommodated by your GMF-U and, if that is not the case, you will receive $580 per rotation period for accommodation. On the other hand, you will not be entitled to travel and living expenses during rotations performed in that GMF-U. You will also be able to apply for reimbursement when you perform a rotation more than 50 km from your GMF-U.

Reimbursement procedures vary from one establishment to another, and you will have to find out about them from the establishment hosting you on rotation. That being said, you will probably have to complete a form and submit supporting documents to receive your reimbursements.
The purpose of this Circular is to present the terms and conditions for reimbursement of residents’ travel expenses as well as the eligibility criteria for such reimbursements.

A Collective Agreement has been concluded between the Minister of Health and Social Services and the Fédération des médecins résidents du Québec. Article 19.06 of the said Agreement provides that travel expenses for residents shall be under the responsibility of establishments, in accordance with the terms and conditions set out in this Circular.

These terms and conditions for reimbursement of travel expenses shall come into effect on July 1, 2019, and remain in effect until the renewal of the Agreement.
TERMS AND CONDITIONS

SCOPE AND DEFINITIONS
This Circular presents eligible reimbursements aimed exclusively at residents performing a mandatory rotation in Quebec. This rotation shall be carried out in an establishment located more than fifty (50) kilometres from a Quebec medical faculty or the resident’s home base. The travel allowance shall be established on the basis of the Quebec Ministry of Transport’s tool for estimating highway distances.

1. In this Circular, unless the context indicates otherwise, the following definitions are used:
   “Resident”: A resident, excluding clinical fellows, within the meaning of Article 1.04 of the Agreement between the Ministry of Health and Social Services and the Fédération des médecins résidents du Québec.
   “Travel”: Travel authorized and carried out by a resident in the performance of his duties, and during which he bears transportation, accommodation and living expenses in particular.
   “Home base”: For the family medicine resident, the home base corresponds to the university family medicine group (GMF-U) to which he is assigned and where he performs the majority of his rotations for an academic year. For the resident in a specialty other than family medicine, the home base corresponds to the establishment where he performs the majority of his rotations for an academic year.
   “Year”: The year of application is from July 1 to June 30 the following year.
   “Mandatory rotation”: Within the meaning of this Circular, any mandatory rotation required by the university program and associated with the competencies to be acquired with a view to obtaining specialist certification from the Collège des médecins du Québec or the Royal College of Physicians and Surgeons of Canada (RCPSC) or the College of Family Physicians of Canada (CFPC).
   “Rotation period”: Period of 28 days’ duration.
   “Public transit”: Collective transport aimed at conveying several individuals simultaneously, over the same route. It is generally accessible in exchange for a fare, such as a ticket. Examples of means of public transit are bus, metro or train.
GENERAL PRINCIPLES

2. The President and Executive Director of the establishment to which the resident travels shall be responsible for management and application of this Circular with a view to ensuring optimum use of the human, material and financial resources required during travel carried out by residents in order to permit the organization and performance of rotations.

3. To be reimbursable, travel expenses shall be necessary, reasonable, and incurred with a view to performing work meeting the conditions of this Circular. The President and Executive Director of the establishment shall ensure that the resident completes an expense account form including supporting documents appropriate to the circumstances of the travel. In addition, as far as possible, the use of public transit or ride-sharing shall be encouraged.

The expenses usually paid by a resident to travel to his establishment from his home and back are not reimbursable. The same applies to return travel expenses between his establishment and his home to take his meals there.

To be able to benefit from the travel expenses provided for in this Circular, the resident shall take accommodation during the rotation period within 50 km or less of the site of said rotation. Nevertheless, except for residents contemplated in Article 9 d), if the accommodation concerned is his principal residence, the resident shall receive no reimbursement under this Agreement.

The resident contemplated in Article 9 d) of this Circular shall take accommodation during the rotation period in the geographical area in which he is performing his rotation in order to receive the allowances provided for. The President and Executive Director of the establishment shall be responsible for ensuring that the resident is accommodated within the geographical area.

4. If the resident is absent for more than five (5) days during a rotation period, he shall receive no reimbursement pursuant to this Circular for that rotation period, if such absences result in the rotation not being valid.

Also, the resident who cannot complete his rotation period owing to an extended absence pursuant to Articles 26 (Parental rights) and 28 (Life, health and salary insurance plans) shall continue to benefit from the terms and conditions of Article 9 of this Agreement, for a period not to exceed 28 days following the start of such absence. The resident shall then provide proof that he has continued to reside in the accommodation contemplated by Article 9 during the period in question in order to benefit from the terms and conditions concerning accommodation expenses.
TRAVEL ALLOWANCES

A- Transportation expenses

5. The resident who uses means of public transportation to effect travel shall be reimbursed for the actual cost of the means of transportation insofar as it does not exceed the cost which would generally have been paid pursuant to Article 6 or 7 of this Circular.

6. The resident who is required to use his personal motor vehicle for travel shall receive, for any distance travelled during the same year, an allowance established on the basis of the following terms and conditions:
   a) Kilometric allowance
      - up to 8,000 km  $0.440 / km
      - more than 8,000 km $0.395 / km
   b) Additional allowance
      The resident who uses his personal motor vehicle for the purposes of travel in the specific circumstance set out below shall be entitled to an additional allowance of $0.110 per kilometre thus travelled:
      • Transportation of at least three (3) residents, including the driver, authorized by this Circular.
      Reimbursement of travel expenses associated with the use of a personal vehicle shall not exceed the reimbursement which would have been received pursuant to Article 7 of this Circular.

7. Air transportation shall be authorized for trips of more than 800 km. Reimbursement of actual expenses shall be authorized up to the average cost corresponding to travel in economy class, reserved four (4) weeks in advance.

8. The resident shall benefit from travel expenses for a maximum of two (2) return trips per rotation period.

B- Accommodation expenses

9. The resident required to travel during a rotation period in accordance with the terms and conditions provided for in the Scope and Definition section shall benefit from the accommodation expenses incurred, on the basis of the following terms and conditions:
   a) As far as possible, the establishment shall provide accommodation for the resident travelling for a rotation period, for the entire duration of his rotation. In such a situation, the establishment shall benefit from reimbursement up to a maximum of $580.00. The accommodation shall be in a good state of cleanliness, and in habitable, safe, sanitary condition. It shall be accessible at all times, and feature basic amenities (kitchen, bathroom, etc.).
      When he ceases to benefit from this accommodation, the resident shall be required to return it to the condition in which he received it, but he shall not be held responsible for changes resulting from the age or normal wear and tear of the accommodation, or for acts of god. Moreover, the resident shall be required to repair any loss or deterioration in or change to the accommodation, unless he proves that such losses are not attributable to his fault or to the fault of individuals to whom he allows access to the accommodation.
b) If a medical resident association or the Fédération des médecins résidents du Québec (FMRQ) provides accommodation for the resident travelling for a rotation period, the establishment shall reimburse the FMRQ, for the period in question and upon receipt of the appropriate supporting documents, the amount set out in Appendix II, up to a maximum reimbursement of $580.00. The accommodation shall be in a good state of cleanliness, and in habitable, safe, sanitary condition. It shall be accessible at all times, and feature basic amenities (kitchen, bathroom, etc.).

When he ceases to benefit from this accommodation, the resident shall be required to return it to the condition in which he received it, but he shall not be held responsible for changes resulting from the age or normal wear and tear of the accommodation, or for acts of god. Moreover, the resident shall be required to repair any loss or deterioration in or change to the accommodation, unless he proves that such losses are not attributable to his fault or to the fault of individuals to whom he allows access to the accommodation.

c) If the resident does not benefit from accommodation provided by the establishment or by a medical resident association or the FMRQ, the resident travelling for a rotation shall be entitled to reimbursement of travel expenses up to a maximum of $580.00 per rotation period.

d) The resident whose home base is located in one of the university family medicine groups (GMF-Us) in a geographical area contemplated by Ministerial Decree 97-02 and designated in Appendix I of this Circular shall benefit, for each rotation period performed at that GMF-U and in accordance with the same terms and conditions in this Circular, from reimbursement of the accommodation expenses incurred in accordance with the terms and conditions of Article 9 a), b) or c).

C- Living expenses
10. The resident required to travel during a rotation period shall benefit from the living expenses incurred, on the basis of the following terms and conditions:

a) The resident shall be entitled to a lump sum of $225.00 per rotation period as compensation for the living expenses incurred during the travel.

b) If the establishment provides the living expenses, in whole or in part, the reimbursement the resident receives shall be prorated to the benefits thus received.
This Schedule lists the university family medicine groups (GMF-Us) located in one of the geographical areas designated in Ministerial Decree 97-02.

<table>
<thead>
<tr>
<th>Region</th>
<th>University family medicine group (GMF-U)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>GMF-U de Trois-Pistoles</td>
</tr>
<tr>
<td>1</td>
<td>GMF-U de Rimouski</td>
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<td>GMF-U de Rouyn-Noranda</td>
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<td>11</td>
<td>GMF-U Baie-des-Chaleurs</td>
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<td>15</td>
<td>GMF-U Mont-Laurier</td>
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</table>
If a medical resident association or the FMRQ provides accommodation for a resident entitled to reimbursement of the accommodation expenses provided for in this Circular under Article 9 b), the establishment shall reimburse the FMRQ directly for the resident’s accommodation expenses.

Such reimbursement shall not exceed the actual cost of this accommodation paid by the medical resident association or the FMRQ, up to the maximum provided for in Article 9 b), by rotation period, depending on the location where the resident is housed.

The committee provided for in Article 19.07 shall determine the actual costs, on a yearly basis, up to the maximum provided for in Article 9 b). These costs shall be updated by the parties no later than May 1 each year, failing which the reimbursements shall be deemed to have terminated.
LETTER OF UNDERSTANDING #1

TRANSITORY MEASURE FOR THE REIMBURSEMENT OF TRAVEL, ACCOMMODATION AND LIVING EXPENSES

Considering that the Circular concerning reimbursement of residents’ travel expenses takes effect on July 1, 2019, the parties agree that the terms and conditions below shall apply from July 1, 2018 to June 30, 2019.

On July 1, 2018, the Régie shall pay the Federation the sum of six hundred thousand dollars ($600,000) to defray the travel, accommodation and living costs of all residents who, within the framework of their training, are required to perform rotations more than fifty (50) kilometres from their home establishment.

If the amounts paid to residents by the Federation were to exceed an amount of six hundred thousand dollars ($600,000), the Minister agrees to make up the difference without delay, upon request from the Federation and upon submission of supporting documents, up to a maximum of seven hundred thousand dollars ($700,000).

The aforementioned sums paid shall not include the amounts paid by the integrated health and social services centres (CISSSs) and integrated university health and social services centres (CIUSSSs) under the decentralized postgraduate education program. Notwithstanding the foregoing, the terms and conditions for reimbursement of living expenses provided for in Article 10 of the Circular concerning reimbursement of residents’ travel expenses in Appendix III of the Agreement shall take effect on July 1, 2018 for residents subject to the decentralized postgraduate education program.

The resident currently benefitting from advantages or privileges superior to those stipulated in the Collective Agreement binding the Federation and the Minister with respect to accommodation, travel and meal expenses shall continue to benefit therefrom throughout the duration of this Letter of Understanding.

INTERPRETATION

This letter of understanding will be in effect only for expenses incurred within the framework of rotations carried out between July 1, 2018 and June 30, 2019. From July 2019, the Circular set out in Appendix III of the Agreement will have to be referred to for the rules concerning reimbursement of travel, accommodation and living expenses.

The benefits listed below are not granted to residents who perform most of their rotations in a region other than the one in which the university where they are registered is located or in an establishment outside Quebec.

Nor do they apply to residents subject to the decentralized medical education program (see below for further information).

Who is eligible?

Residents performing one or more rotations in Quebec, in one or more establishments located 50 kilometres or more from their place of residence. The program is aimed both at residents in university centres performing a rotation in another university centre and at residents in training in a university family medicine group (GMF-U) in the regions performing a rotation in a university region. It provides for payment of the following benefits, in line with certain conditions and on the basis of available budgets: reimbursement of travel, accommodation, and living expenses.
Eligibility criteria

A mandatory rotation is a rotation required in order to obtain specialist certification from the Collège des médecins du Québec and/or the Royal College of Physicians and Surgeons of Canada (RCPSC) or in order to obtain certification in family medicine from the Collège des médecins du Québec and/or the College of Family Physicians of Canada (CFPC). Expenses are reimbursed on the basis of available funds.

A recommended elective rotation is included in residents’ postgraduate education program or is the subject of a written recommendation from their program director. This paid rotation must appear on residents’ training card in order for expenses to be reimbursed. The recommended elective rotation must not be available in an establishment less than 50 kilometres from the main establishment. Expenses are reimbursed on the basis of available funds, once reimbursement has been made for mandatory rotations.

An elective rotation is a rotation listed on residents’ rotation card and has to be performed in Quebec. Expenses are reimbursed on the basis of available funds, after reimbursement has been made for mandatory rotations and recommended elective rotations.

Expenses eligible for reimbursement

Reimbursement of elective and recommended elective rotations will be made, as applicable, in September following the end of the academic year during which the rotation was performed, to permit the available budget for reimbursement of the different expenses to be evaluated.

- **Travel expenses:** one statutory return trip per 28-day period, at a maximum rate of $0.43 per km (automobile) or payment of transportation by train or bus. Air travel is reimbursed if the rotation is more than 800 km from the place of residence and the cost of the plane ticket is less than the cost of using a car.

  At year end, when expenses for all mandatory, recommended elective, and elective rotations have been reimbursed, additional return trips could be reimbursed upon submission of supporting documents (gas receipts, etc.), if the funds are still available in the budget allocated in Letter of Understanding #1.

- **Accommodation expenses:** A maximum of $580 per 28-day period is granted to residents performing one or more rotations at least 50 kilometres from their place of residence, except in the Montreal region, where the Federation or CIUSSS de la Montérégie-Centre provides accommodation.

  So that the available places can be managed more effectively, it is your responsibility to plan your stay in these apartments in advance, and to confirm the availability of the accommodation.

  - To reserve, please get in touch with the FMRQ (logements@fmrq.qc.ca) as soon as possible (limited places).

  - To reserve Charles-Lemoyne Hospital apartments, please get in touch with Suzie Brunette (suzie.brunette@rrsss16.gouv.qc.ca or 450 466-5000 ext. 4850) at least two months in advance (limited places).

- **Living expenses:** A maximum of $225 per 28-day period is granted, except when the establishment provides food. If the establishment provides food only partially, the allowance will be prorated to benefits received.
You must complete the original reimbursement form, have it signed by your program director, and mail it to the Federation as soon as your rotation is completed, or no later than August 31, 2019. You may claim up to six rotation periods in the same city during the same academic year.

For additional travel expenses, supporting documents must be included proving that the trips were actually made (e.g., a Montreal–Quebec City–Montreal return trip requires a gas receipt from the Quebec City area).

The original form must be mailed to:
Louise Francoeur  
Fédération des médecins résidents du Québec  
630 Sherbrooke Street West, Suite 510, Montreal, Quebec H3A 1E4  

All amounts reimbursed serve to defray accommodation, living, and travel expenses with respect to rotations performed, and are not taxable.

DECENTRALIZED MEDICAL TRAINING PROGRAM

Who is the program intended for?

• This program, managed by the Ministry of Health and Social Services, pays the travel, accommodation, and living expenses for mandatory rotations performed in the regions for residents registered in basic specialty programs: psychiatry, internal medicine, general surgery, anesthesiology, pediatrics and family medicine.

• Information concerning the application of this government program is available from the establishment hosting you on rotation.
This Letter of Understanding shall take effect on July 1, 2018 and terminate on June 30, 2019. 

IN WITNESS WHEREOF, the parties have signed in

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**Gaétan Barrette**  
Minister  
Ministry of Health and Social Services

**Christopher Lemieux, MD**  
President  
Fédération des médecins résidents du Québec  
(FMRQ)

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**Christophe Cloutier Lambert, MD**  
President  
Association des médecins résidents de Montréal  
(AMRM)

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**Maxime Nadeau, MD**  
President  
Association des médecins résidents de Québec  
(AMReQ)

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**Julien Dallaire, MD**  
President  
Association des médecins résidents de Sherbrooke  
(AMReS)

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**Bayane Sabsabi, MD**  
President  
Association of Residents of McGill (ARM)
LETTER OF UNDERSTANDING #2

INCREASE IN COMPENSATION APPLICABLE IN 2020-2021

Notwithstanding Article 32.07, medical residents shall benefit from the parametric increases in compensation awarded to Health and Social Services system technologists and professionals for the period from April 1, 2020 to March 31, 2021.

This Letter of Understanding shall take effect on the signing of the 2015-2021 Collective Agreement.

IN WITNESS WHEREOF, the parties have signed in

Gaétan Barrette
Minister
Ministry of Health and Social Services

Christopher Lemieux, MD
President
Fédération des médecins résidents du Québec (FMRQ)

Christophe Cloutier Lambert, MD
President
Association des médecins résidents de Montréal (AMRM)

Maxime Nadeau, MD
President
Association des médecins résidents de Québec (AMReQ)

Julien Dallaire, MD
President
Association des médecins résidents de Sherbrooke (AMReS)

Bayane Sabsabi, MD
President
Association of Residents of McGill (ARM)