

Summary

of the main new features
of the 2021-2028 agreement

Salary, premium, and supplement increases of more than 23.4%

(Art. 32, 35, and Appendix I)

Since premiums, supplements, and salaries were established up to March 2021 in the last collective agreement, we negotiated significant retroactive increases from April 1, 2021. So all current and former members will see the premiums, supplements, and salaries they were paid since April 1, 2021 adjusted retroactively, in line with their residency period. Current premiums, supplements, and salaries will also be adjusted to reflect these increases.

In concrete terms, compensation paid from April 1, 2021 to March 31, 2022 will be raised by 2%, compensation paid from April 1, 2022 to March 31, 2023 will be raised by a further 2% (applicable on the previous year's higher salary), and the same principle applies for April 2023 (+2.8%), April 2024 (+6%), and April 2025 (+2.8%). This means that all current and former members will receive retroactively the pay increases applicable to them depending on when they were in residency. And starting approximately 60 days from the signing, all current members will see their salary, premiums, and supplements rise by 16.32% (representing the successive increases from 2021 to 2025 with the effect of compounding). These premiums, supplements, and salaries will be raised by 2.5% in April 2026 and 3.5% in April 2027. Should the increases in the last three years of the agreement be lower than the future inflation rates in Quebec, they could be hiked by a further 1% (in March 2026, March 2027, and March 2028 respectively).

This represents some degree of protection against future inflation.

So this means that for the duration of the negotiated agreement, members' compensation will be increased by a minimum of 23.40%, and possibly as much as 27% depending on future inflation rates.

Note that employers have 60 days from the signing of the agreement to pay the negotiated increases in compensation (salary, premiums, and supplements). We will be giving you further details at a later date concerning the payment terms and conditions, since these have yet to be confirmed, but normally, each paying officer is responsible for making retroactive payments for the former and current resident doctors to whom they had or have to pay the compensation.

Optional rest following seven straight days worked (Letter of Understanding #3)

A new Letter of Understanding (#3) sets out the possibility of taking a day of rest after working for seven straight days if this lies within a sequence of 12 consecutive days of work provided for in the schedule (for both shifts and call duty). The member may take such a rest day within four days following the seventh straight day.

This key demand in the negotiations for leave following seven straight days of work was aimed at enhancing members' psychological and physical wellness by preventing sequences of up to 19 consecutive days. It was not easy to obtain, since for almost two years the government party refused even to discuss it. None the less, it is now finally possible to interrupt these long consecutive work periods. Each member will be able to take advantage of this right three times a year.

Tuition fees (Art. 13.09)

From the start of the negotiations, the employer demanded a substantial increase in members' contribution to tuition fees (50% of fees, or more than \$2,500 a year).

We negotiated a smaller increase, which will finally be \$200 (from \$700 to \$900) for 2025-2026, another \$200 (\$1,100) for 2026-2027, and \$200 again (\$1,300) for 2027-2028.

Conference leave (Art. 13.02)

The establishment can now object to a notice of release for conferences held during Periods 7 and 13, but only if it has valid grounds for doing so. This new benchmark has the advantage of confirming the interpretation for which we have always argued: you have only to inform your employer with advanced notice of at least 30 days, and you must be granted the conference leave, except in P7 and P13, which become the only two exceptions, if the establishment has valid grounds.

The establishment also must grant you time to travel to and from the conference, where applicable, since an arbitration tribunal has previously ruled in our favour on that point. Moreover, you will now be able to take advantage of this type of leave to attend a conference virtually "in real time" (in "synchronous virtual" mode).

Release for examinations, classes, and pedagogical committees

(Art. 13.03, 13.04, and 13.06)

New deadline of 30 days' notice to apply for it, except when the resident is notified of the need to be released within a shorter time frame.

Study leave (Art. 13.05)

Notice of study leave may now be conveyed to the employer up to seven days prior to the desired date, unless a shorter deadline has been agreed upon locally. Your leave may not be denied. None the less, for leave falling within academic Periods 7 or 13, you

must send in your notice at least 30 days prior to the desired leave. In all cases, once the leave has been granted, it will no longer be possible to move it if less than seven days remains before the scheduled leave, except when authorized by the establishment.

Weekend leave immediately following or immediately preceding a Friday or Monday vacation day (Art. 25.05)

The agreement now explicitly confirms that it is possible to take a single vacation day on a Friday or a Monday and to be off the weekend before or after the leave. Regardless of what may erroneously be indicated in some establishment handbooks, the rule can now no longer be interpreted incorrectly. None the less, the agreement now specifies that using this provision in cases of vacation of less than

five days' duration may not have the effect of allowing more than two weekends off during a 28-day period, as set out in Article 12.18, except when there is an agreement with the establishment. For full weeks of vacation, the weekends immediately before and immediately following the leave must be free of any clinical activity, without limitation.

Vacation (Art. 25.01)

The agreement sets out new benchmarks for applying for leave for Periods 7 and 13.

For Period 7, the vacation request must be made between 90 days and 60 days before the desired vacation days, except where there is an agreement for a shorter deadline. The employer will have to give you a response within 15 working days of the request. The request may be denied only if the establishment has valid grounds for doing so.

For Period 13, vacation requests will be processed only from the previous November 1, even if they are made before that. After November 1, it will no longer be possible to change requests made before that date.

Finally, for vacation requests made from March 1 prior to the desired vacation dates, or after, the establishment will be able to deny them if it can demonstrate valid grounds for doing so. Here again, this means that beyond these specific frameworks that constitute exceptions, the prior rules continue to apply (particularly for requests made between November 1 and March 1), so vacation 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,” as the agreement already stipulated.

Day for personal reasons (Art. 28.24)

It is now possible to take six days' leave for personal reasons per academic year, deducted from the sick leave bank.

Prorating of call duty and shifts to the number of days in the period (Art. 12.20)

For Periods P1 and P13, which can include more or less than 28 days, the number of call duty periods or shifts in Emergency will have to be proportional to time worked, adjusted to the nearest whole number, no longer depending on whatever best suits the employers.

A Ministerial directive will also be sent to all training sites to confirm that residents on rotation in Emergency must have their

shift reduced in proportion to the number of days of leave granted in a period. For instance, a person taking five vacation days does not have to take on another five shifts in the other three weeks of their rotation. The prorating rule will apply on the entire period; of course, the 75% university rule for rotation validity still has to be complied with.

Pilot project concerning voluntary call duty (Letter of Understanding #2)

The goal of this pilot project, which the government party had long been pushing for, is to enable residents to perform paid call duty beyond the call periods normally performed that are presumed to be paid for via the call premium that already existed. The employer initially wanted to limit the scope of this pilot project to additional call duty needs in Internal Medicine and Critical Care. We have negotiated all possible guarantees that these call periods will always have to be performed on a voluntary basis and never be imposed or taken on for fear of suffering consequences for not performing them, even with respect to rotation assessments.

A parity committee consisting of FMRQ and MSSS representatives has been established to discuss implementation of this pilot project and its follow-up. We will be sure to bring you up to date as to when it will be beginning.

When the project is up and running, these voluntary call duty periods, which can go beyond the maximum number of call duties provided for in the agreement, will have to be offered in turn to members who have volunteered before the start of each rotation period. A member will not be able to perform more than two of these paid call duties per rotation period. Payment of these call duties will be \$100 per home call, and \$150 per call duty in an establishment for the current year, moving up to \$103 and \$154 on April 1, 2026, and \$107 and \$159 on April 1, 2027.

Increase in employer contribution to group insurance plan (Art. 28.11)

Effective 60 days after signing of the agreement, the portion of group insurance premiums paid by employers will rise significantly, and the balance needed to cover the cost of insurance paid by members will be reduced accordingly.

Kilometric allowance and accommodation expenses increased for mandatory rotations more than 50 kilometers from home base (Circular, Appendix III)

Travel expenses go from \$0.44 per km to \$0.64 per km, and future increases for members of the Quebec public service will be applied to residents. The agreement provides for a maximum of two return trips per 28-day period. Accommodation expenses increase as follows: \$680 per

period from the month following the signing of the current agreement, \$700 per period from April 1, 2026, and \$720 per period from April 1, 2027. Finally, the establishment must now reimburse you within 90 days of receiving your application for reimbursement.

Reimbursement of the cost of remote access to patient files (Art. 13.07)

The agreement now stipulates that when remote attendance fees are necessary within the framework of a resident's work, the establishment bears the cost of it.

Other new provisions of the agreement:

- Changes in the process for naming CRs/ACRs (Art. 15.01, 15.04, and 15.05)
- Possibility of using different types of leave to offset the waiting period in event of disability if a resident has no sick leave left (Art. 28.15 a)
- Modernization of social leave in Article 24 (spouse's child, secular ceremonies, end-of-life care, definition of "parent," etc.)
- Updating of parental leave terms and conditions (Art. 26)
- Upcoming directive concerning the notion of mandatory rotation for a rotation taking place at more than 50 km from home base (Appendix III Circular)
- Accommodation not shared with a staff physician and accommodation conditions (Art. 21.01)
- Addition of three establishments outside the network for reimbursement of rotation expenses (Schedule II of the Appendix III Circular)
- Information in Article 5.02: "sex" changed to "gender identity"
- New definitions of "year" and "establishment" (Art. 1.08 and 1.11)
- Establishment of a general parity committee (Letter of Understanding #1)
- Updating of list of grievance arbitrators (Art. 18.10)
- Transmittal of data in standardized format (Art. 5.03)
- Broadening of the notion of province-wide grievances (Art. 18.23)
- New liability insurance exclusions (Appendix II)
- Rewording of Articles 36.05 and 36.06