

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**.

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ARTICLE 1**DEFINITION OF TERMS**

- 1.01 “**Federation**”: An 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)*.
- 1.02 “**Association**”: One of the associations listed in Article 1.01
- 1.03 “**Collège**”: *Collège des médecins du Québec*.
- 1.04 “**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 **resident doctor** 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 **resident doctor** positions available in postgraduate medical education programs.
- 1.04A “**Minister**”: the **Minister of Health**.
- 1.05 “**Chief resident**”: The resident who performs specific tasks in the administrative organization of a facility.
- 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.
- 1.07 “**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**”: 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"**: An establishment contemplated, as applicable, by the *Act respecting the governance of the health and social services system* (CQLR, c. G-1.021), *Act respecting health services and social services for the Inuit and Naskapi* (CQLR, c. S-4.2), or *Act respecting health services and social services for Cree Native persons* (CQLR, c. S-5), 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.

1.09 **"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.

1.10 **"Leave"**: The period of time extending from 08:00 one day to 08:00 the next day, except where defined otherwise.

1.11 **"Year"**: The period of time extending from July 1 to June 30. It is divided into thirteen (13) periods of twenty-eight (28) days' duration, except for the period ending June 30 and the period beginning July 1.

1.12 **"Call period in an establishment"**: Either of the following work periods:

- 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.

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.

1.14 **"Shift"**: Work period in the emergency room.

1.15 **"Régie"**: *Régie de l'assurance-maladie du Québec* (Quebec health insurance board, (RAMQ)).

ARTICLE 2

PURPOSE OF AGREEMENT

2.01 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 3**GENERAL PROVISIONS**

- 3.01 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 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 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.
- 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.
- 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.
- 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.
- 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.
- 3.08 In this Agreement, where the context requires, any word written in the masculine form shall include the feminine form.

ARTICLE 4**RECOGNITION**

- 4.01 The **Minister of Health** 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.

The original French version of this Agreement is recognized as the only official version.

- 4.02 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.

ARTICLE 5

UNION RIGHTS

- 5.01 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.
- 5.02 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;
 - gender identity;
 - 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.
- 5.03 The establishment shall send the Federation, the Minister of Health, and the Régie, electronically, in standardized format, 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 and/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;
 - the period and facility for which he assumes responsibility as Chief Resident or Assistant Chief Resident, as applicable.
- 5.04 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.

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- 5.05 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.
- 5.06 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 The resident may arrange to be accompanied by a union representative during any dealings with the establishment.
- 5.08 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 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 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.
- 5.11 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 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 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 6

UNION DUES

- 6.01 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 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 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 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 (1½%) beginning the 30th day after expiry of said timeframe.

ARTICLE 7

CONTRACT OF AFFILIATION

- 7.01 At the request of the Federation, the establishment shall send it a complete copy of any agreement or contract established in accordance with section 422 of the *Act respecting the governance of the health and social services system* (CQLR, c. G-1.021).
- 7.02 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 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.

ARTICLE 8**RECORDS**

- 8.01 The establishment acknowledges that it is responsible for maintaining proper records of residents.
- 8.02 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:
1. medical examination reports;
 2. insurance forms;
 3. any opinions or rulings from a court of law involving the establishment and the resident;
 4. any requests for information and applications for leave;
 5. any disciplinary or other notices.
- 8.03 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.
- 8.04 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.
- 8.05 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.

ARTICLE 9**COMMITTEE ON MEDICAL AND DENTAL EVALUATION**

- 9.01 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 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 The resident shares, on an interdisciplinary basis, in the delivery of medical care in the establishment according to his competence and level of training.
- He collaborates in the establishment's teaching instruction and sits on the establishment's different committees.

- 10.02 When a resident is available to perform a medical act, only a staff physician or the attending physician may act in his place.
- 10.03 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.
- 10.04 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.
- 10.05 The resident may not be assigned duties detrimental to his training.

ARTICLE 11

ROTATION

- 11.01 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 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 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.
- 11.04 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.

- 11.05 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

GENERAL

- 12.01 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.
- 12.02 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 In addition to the basic regular timetable, the resident may be asked to perform call duty, either in the establishment or at home.
- 12.04 Call duty shall meet the pedagogical goals of the program in which the resident is registered and correspond to his level of training.
- 12.05 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*.
- 12.06 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.
- 12.07 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.
- 12.08 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.

CALL PERIOD IN AN ESTABLISHMENT AND NIGHT CALL IN AN ESTABLISHMENT

- 12.09 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.
- 12.10 The resident shall never perform more than twenty (20) night calls in an establishment per twenty-

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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.

12.11 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.

EMERGENCY ROOM

12.12 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.

12.13 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.

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.

12.16 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.

12.17 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.

WEEKEND

12.18 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.

MISCELLANEOUS

12.19 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.

- 12.20 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 proportional, to the nearest whole number, to the number of days' leave during the said period.
- For periods comprising more or less than twenty-eight (28) days, the number of call duties, shifts, and weekends worked shall be proportional, to the nearest whole number, to the number of days in those periods.
- 12.21 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.
- 12.22 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.
- 12.23 In the event the establishment chooses not to provide the service, this shall not result in additional workload for the resident on duty.
- 12.24 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.
- 12.25 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.
- 12.26 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 1.

ARTICLE 13**SCIENTIFIC AND PROFESSIONAL ACTIVITIES**

- 13.01 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.
- 13.02 Any resident shall have the right to attend, without loss of salary, one or more medical or scientific conferences, in person or in synchronous virtual mode, related to competencies to be acquired in the specialty program, up to a total of seven (7) days per year.
- 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. The establishment may deny the request for release on valid grounds when the conference is held in academic periods seven (7) and thirteen (13).
- 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.
- 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.
- 13.03 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*.
- The resident shall give the establishment at least thirty (30) days' notice of the location and date of the study session or exam, except where there is an agreement with the establishment for shorter notice. In the event the resident is himself notified of the date of the study session or exam with less than thirty (30) days' notice, the resident shall give the establishment notice as soon as he is notified of it.
- 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.
- 13.04 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);
 - Pediatric Advanced Life Support (PALS);
 - Neo-Natal Pediatric Life Support (NPLS);
 - Advances in Labour and Risk Management (ALARM).
- The resident shall give the establishment at least thirty (30) days' notice of the location and date of the study session or exam, except where there is an agreement with the establishment for shorter notice. In the event the resident doctor is himself notified of the date of the study session or exam with less than thirty (30) days' notice, the resident doctor shall give the establishment notice as soon as he is notified of it.

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.

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.

13.05 Each year, the establishment shall grant the resident leave with pay for **ten (10) working days** to prepare for a mandatory examination or examinations leading to a diploma, licence or certificate.

The resident shall give the establishment at least seven (7) days' notice of the date of the leave, except where there is an agreement with the establishment for shorter notice. In the event the study leave takes place in academic periods seven (7) and thirteen (13), this notice shall be thirty (30) days.

Once the notice is conveyed and it is less than seven (7) days before the requested leave, the leave may not be moved, except with the establishment's consent.

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.

13.06 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.

The resident shall give the establishment at least thirty (30) days' notice of the location and date of the leave, except where there is an agreement with the establishment for shorter notice. In the event the resident doctor is himself notified of the date of the event with less than thirty (30) days' notice, the resident doctor shall give the establishment notice as soon as he is notified of it.

13.07 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.

When a remote attendance key is necessary within the framework of a resident's work, the establishment bears the cost of it.

13.08 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 resident doctor 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 19.06**.

13.09 **The resident's contribution to his tuition fees shall be indexed yearly in line with the percentage**

increase in basic tuition fees with effect from the 2025-2026 academic year.

The resident's annual contribution to payment of his tuition fees shall be increased as follows:

- nine hundred dollars (\$900) for academic year 2025-2026;
- one thousand one hundred dollars (\$1,100) for academic year 2026-2027;
- one thousand three hundred dollars (\$1,300) for academic year 2027-2028.

The increases in the resident's contribution to payment of his tuition fees for academic years 2025-2026, 2026-2027, and 2027-2028 shall include indexing in line with the percentage increase in basic tuition fees, with no allowance for the actual rate of increase for those three years.

The excess of tuition fees payable for an academic year, over and above the resident doctor's annual contribution as determined pursuant to this article, shall be paid directly by the *Régie* to the university institution attended by the resident doctor.

- 13.10 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.

ARTICLE 14 RIGHTS OF THE ASSOCIATION

- 14.01 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 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 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 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.
- 15.02 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.

15.03 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 co-ordinate 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.

15.04 The establishment may ask the Minister to have more than one resident doctor perform the task of Chief Resident for one of its facilities. If the Minister authorizes this, the appointment process set out in paragraph 1 of Article 15.01 shall be followed, with the necessary adjustments.

15.05 In the event that, on valid grounds, the establishment or the Association observes that a Chief Resident or Assistant Chief Resident appears to be unable to perform adequately the tasks entrusted to him, it may request his replacement by means of written notice to the other party. A copy of the notice shall be forwarded to the Parity Committee, as well as to the establishment and the resident doctor concerned.

Within ten (10) days following this written notice, the Parity Committee shall schedule a meeting at which the parties, the establishment, and the resident doctor concerned can put forward their observations. This meeting shall be held within thirty (30) days of the written notice.

The Parity Committee shall hand down its decision within ten (10) days of this meeting. If the two parties are of the opinion that the resident doctor concerned must be replaced, a new resident doctor may be designated to perform these tasks for the remainder of the year. The appointment process set out in paragraph 1 of Article 15.01 shall then be followed.

ARTICLE 16

PROFESSIONAL RELATIONS COMMITTEE

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

16.02 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 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 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 The Committee shall make its recommendations, as applicable, within thirty (30) days of its first meeting.

ARTICLE 17**DISCIPLINARY MEASURES**

- 17.01 Written admonitions, suspensions or dismissals shall be deemed to be disciplinary measures.
- 17.02 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 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 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 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 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 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 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 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 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 In all cases of disciplinary measures, including suspensions and dismissals, the burden of proof shall rest with the establishment.
- 17.12 Any notice or report of a disciplinary nature which is successfully contested by a resident shall be stricken from his record.
- 17.13 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 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 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.
- 18.02 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 remain bound by the ninety (90) day and twelve (12) month deadlines specified in this article.
- 18.03 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 The letter constituting the grievance shall contain a summary report of the facts and the corrective measures requested.
- 18.07 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.
- 18.08 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.
- 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 Jean-Alain Corbeil
 - Me Nathalie Faucher
 - Me Maureen Flynn
 - Me Amal Garzouzi
 - Me Francine Lamy
 - Me André G. Lavoie
 - Me Claude Martin
 - Me Jean-René Ranger
 - Me Dominique-Anne Roy
 - Me Pierre-Georges Roy
 - Me Frédéric Tremblay

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.

- 18.11 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 The decision of the arbitrator is final and shall bind the parties.
- 18.13 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.
- 18.14 The arbitrator shall summon the parties peremptorily if they do not agree to proceed within a reasonable timeframe.
- 18.15 The arbitrator may proceed *ex parte* if either party does not appear on the day of arbitration.
- 18.16 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.
- 18.17 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%).
- 18.18 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.
- 18.19 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 The **Ministry of Health** 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 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 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 any other subject agreed upon between the parties 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.
- If one of the signatory parties to this Agreement submits to the other party a province-wide grievance on a subject other than those listed in the first paragraph, the party receiving it has thirty (30) days to express its disagreement as to the grievance proceeding between the signatory parties to the Agreement pursuant to this article. In the event such disagreement is expressed, the days between the filing of said grievance and the day when the other party learns of the disagreement are not taken into account in the deadlines provided for in Article 18.02. Failing the expression of disagreement within thirty (30) days of receipt of the grievance by the representative designated by the party having received it, the latter is deemed to have refused to have it dealt with pursuant to this article.
- 18.24 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.
- 18.25 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. Failing an agreement, the arbitration procedure provided for in Articles 18.08 to 18.19 shall apply.
- 18.26 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. Failing an agreement, the arbitration procedure provided for in Articles 18.08 to 18.22 shall apply.
- 18.27 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.
- 18.28 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.
- 18.29 The parties may agree on the rules for mediation.
- 18.30 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 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 The mediation procedure shall terminate at any time upon the request of one of the parties.

ARTICLE 19

PARKING, TRAVEL, ACCOMMODATION AND LIVING EXPENSES

- 19.01 Each establishment shall provide a parking space for the resident.
- 19.02 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.

- 19.03 As a term of application of Article 19.01, the parties agree that the resident shall pay for his parking space at one-half ($\frac{1}{2}$) 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.
- 19.04 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 ($\frac{1}{2}$) the visitor parking rate for his parking space. The application for reimbursement shall contain the appropriate supporting documents.
- 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 The travel, accommodation and living expenses to which residents are entitled are listed in the *Circular concerning reimbursement of residents' travel expenses in Appendix III of the Agreement*.
- 19.07 The parties agree to set up a joint committee to review any issue concerning the application of Article 19.06.
- 19.08 **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 cited in Article 19.06**. 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.

ARTICLE 20

UNIFORM AND PAGING SERVICE

- 20.01 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 In all cases the establishment shall be responsible for the maintenance or cleaning of the uniform.
- 20.03 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.

ARTICLE 21**ACCOMMODATION CONDITIONS**

21.01

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**.

b) a 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, **with WiFi access and cell signal, if available in the facility**; 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.

ARTICLE 22**MEALS**

22.01

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

22.02

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.

22.03

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

The association and the establishment may agree to other more favourable arrangements.

ARTICLE 23**STATUTORY HOLIDAYS**

23.01

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.

- 23.02 When assigning call periods, the establishment shall divide the statutory holidays fairly among residents in the same department.
- 23.03 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.
- 23.04 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.
- 23.05 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)).
- 23.06 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.

ARTICLE 24

COMPASSIONATE LEAVE

- 24.01 The establishment shall grant the resident:
- a) a five (5) calendar-day leave upon the death of his spouse, a dependent child, or his 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 two (2) calendar-day leave upon the death of his spouse's child (with the exception of those provided for in paragraph 24.01 a);
 - d) a one (1) calendar-day leave upon the death of his sister-in-law, brother-in-law, and grandparent;
 - e) 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.

The days of leave provided for in the first paragraph of this article may be taken as the resident chooses between the date of the death and the date of the funeral (religious or secular ceremony), inclusive. Leave of more than one (1) calendar day must be taken continuously.

The days of leave mentioned in Article 24.01 may be taken from the day before the death when the death is scheduled pursuant to the *Act respecting end-of-life care* (CQLR, c. S-32.0001). The resident shall inform the establishment of his absence as soon as possible.

Notwithstanding the foregoing, the resident may use one of the days of leave provided for in subparagraphs a), b), and c) to attend the burial or cremation when one of those events takes place outside the established deadlines.

24.02 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.

24.03 The days of leave referred to in Article 24.01 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.

24.04 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.

24.05 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.

Leave for family responsibilities

24.06 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 a relative or a person for whom the resident acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (c. C-26).

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.

24.07 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.

24.08 For the purposes of Articles 24.06 and 24.07, "relative" means, in addition to the resident's spouse, the child, father, mother, brother, sister, and grandparents of the resident or the resident's spouse, as well as those persons' spouses, their children, and their children's spouses.

The following are also considered to be a resident's relative for the purposes of these articles:

1. a person having acted, or acting, as a foster family for the resident or the resident's spouse;
2. a child for whom the resident or the resident's spouse has acted, or is acting, as a foster family;
3. a tutor or curator of the resident or the resident's spouse or a person under the tutorship or curatorship of the resident or the resident's spouse;

4. an incapable person having designated the resident or the resident's spouse as mandatory; and
5. any other person in respect of whom the resident is entitled to benefits under an Act for the assistance and care the employee provides owing to the person's state of health.

ARTICLE 25**ANNUAL LEAVE (vacation)**

25.01

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.

Any request for annual leave involving days occurring within academic period 7 shall be made at least sixty (60) days prior to the start of the leave and no more than ninety (90) days before said leave, except when there is an agreement with the establishment for another timeframe. The establishment may not deny the leave without valid grounds.

For a request for annual leave involving days occurring within the final academic period (P13) of the current year, the following conditions are added:

1. Any request for annual leave for academic period 13 made before November 1 of the current year shall be processed by the establishment on that date;
2. Any request made no later than November 1 for academic period 13 may not be modified by the resident, except when there is an agreement with the establishment;
3. The establishment may deny any leave on valid grounds when the request for academic period 13 is made to it on or after March 1 of the current year.

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.

25.02

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

25.03

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

25.04

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

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

Notwithstanding the foregoing, if the resident doctor takes annual leave of less than five (5) days' duration, he may not then benefit from more weekends' leave than provided for in Article 12.18, except when there is an agreement with the establishment.

- 25.06 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 The establishment shall pay the resident terminating or abandoning his training the days of annual leave accumulated at the time of his departure.

ARTICLE 26

PARENTAL RIGHTS

Section I:

General provisions

- 26.01 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.
- 26.02 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 The establishment shall not reimburse the resident for amounts that could be demanded of 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*.
- 26.04 The basic weekly salary¹ shall be neither increased nor decreased by payments received under the Quebec Parental Insurance Plan or the Employment Insurance Supplementary Unemployment Benefit Plan.
- 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.
The original French version of this Agreement is recognized as the only official version.

Section II: Maternity leave

- 26.06 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.
- 26.07 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.
- 26.08 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.
- 26.09 The resident shall be entitled to the totality of this maternity leave and all corresponding benefits, regardless of the time remaining in her employment.
- 26.10 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.
- 26.11 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.
- 26.12 When the maternity leave suspended or split pursuant to Article 26.10 or 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.

26.13 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.

Cases eligible under the Quebec Parental Insurance Plan

26.14 The resident who has accumulated twenty (20) weeks' service² 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.

Cases not eligible under the Quebec Parental Insurance Plan but eligible under the Employment Insurance Plan

26.15 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.

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.

Cases ineligible under the Quebec Parental Insurance Plan and the Employment Insurance Plan

- 26.16 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.
- 26.17 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 Employment and 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.
- 26.18 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.
- 26.19 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.
- 26.20 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.

26.21 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.

26.22 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.

26.23 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*.

Section III – Special leave during pregnancy and breastfeeding

Temporary reassignment and special leave

26.24 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.

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

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.

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.

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.

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* (CNESST) 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 CNESST's decision or to contest that decision before the *Tribunal administratif du travail* (TAT), the repayment shall not be demanded before the CNESST's administrative review decision or, where applicable, the decision by the TAT is handed down.

26.25 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.

Other special leave

26.26 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.

26.27 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.

Section IV – Other parental leave

Paternity leave

26.28 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.

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.

26.29 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 **seventy-eighth (78th)** 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 **exclusive paternity or parental** benefit payments made under the *Act respecting parental insurance* and shall begin no later than the week following the start of payment of **those** parental insurance benefits.

A female resident whose spouse gives birth shall be entitled to the above-mentioned leave if she is designated as one of the child's mothers.

26.30 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.

26.31 The resident who is not eligible for paternity benefits under the Quebec Parental Insurance Plan **or** 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.

26.32 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.

Adoption leave and pre-adoption leave

26.33 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 **arrives home or is placed with the parent with a view to the child's adoption.**

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

26.34 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 **seventh-eighth (78th)** week following the week in which the child **arrives home**

For the resident eligible under the Quebec Parental Insurance Plan, this leave shall be concurrent with the **exclusive adoption** 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 **arrives home or is placed with the parent with a view to the child's adoption.**

26.34 A **For the purposes of articles 26.33 and 26.34, the child's arrival is recognized if the following two conditions are met: the child has physically arrived home or has been placed with the parent and the parent has the intention of adopting the child. The resident shall provide the employer with proof of his intention to adopt. This proof may vary, depending on the type of adoption, in line with QPIP or EIP requirements.**

26.35 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.

26.36 The resident ineligible for Quebec Parental Insurance Plan adoption benefits **or** 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.

26.37 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 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 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.

26.40 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*.

Unpaid leave and partial unpaid leave

26.41 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 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 **sixty-five (65)** continuous weeks that begins at the moment determined by the resident and ends no later than **seventy-eight (78)** weeks after the birth or, in the case of an adoption, **seventy-eight (78)** weeks after the child was entrusted to him.

26.42 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 **sixty-five (65)** 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.

26.43 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.

26.44 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.

26.45 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*.

26.46 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.

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.

26.48 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 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 **sixty-five (65)** weeks, such advance notice shall be of at least thirty (30) days.

Extension, suspension and splitting

26.50 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 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 **sixty-five (65)** 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.

At the resident's request, and if the employer consents thereto, 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 before the expiry of the first sixty-five (65) weeks may be split into weeks. The third and fourth paragraphs of this article do not apply to this paragraph.

- 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 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.
- 26.54 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.
- 26.55 Any allowance or benefit contemplated under this article of which payment began prior to a strike shall continue to be paid during that strike.
- 26.56 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.

ARTICLE 27

MEDICAL EXAMINATION

- 27.01 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.
- 27.02 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.
- 27.03 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.

ARTICLE 28**LIFE, HEALTH AND SALARY INSURANCE PLANS****Section I****General provisions**

- 28.01 In the event of death, illness or accident, a resident shall benefit from the plans described below after one (1) month of continuous service.
- 28.02 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:
- i. spouse: as defined in Article 1.07;

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.
 - ii. dependent child: as defined in Article 1.07;
 - 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.
- 28.03 Definition of disability
- 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.
- 28.04 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.
- 28.05 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.
- 28.06 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.
- 28.07 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.
- 28.08 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

The original French version of this Agreement is recognized as the only official version.

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 and the Federation shall meet as required to attempt to resolve difficulties associated with administration of the basic health insurance plan and the optional plans.

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

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.

Section III Basic health insurance plan

28.10 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.

28.11 Within sixty (60) days of the signing of the Agreement, 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: \$29.44;

b) in the case of an individually insured resident:

Biweekly pay: \$12.92;

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.

28.12 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.

28.13 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.

28.14 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 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;

The resident may, at his request, convert to monetary remuneration, in lieu of taking such leave, one or more of the following types of leave to make up for the waiting period:

- the accumulated days of annual leave (vacation) that exceed those provided for in the *Act respecting labour standards* (CQLR, c. N-1.1);
- a maximum of five (5) accumulated statutory holidays worked.

In the event one or more types of leave are converted to monetary remuneration, this does not have the effect of interrupting or extending the waiting period.

- 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.

28.16

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. in 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 salary³ 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 salary³ 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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"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.

- 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.
- 28.19 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.
- 28.20 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.
- 28.21 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 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 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.

- 28.24 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 **six (6)** 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.
- 28.25 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.
- 28.26 On July 1 each year, 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 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.
- 29.02 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.
- 29.03 The establishment contemplated in this article shall be the establishment which pays the resident.
- 29.04 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.
- 29.05 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 réseau 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)).

- 29.06 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.
- 29.07 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 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.
- 29.09 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.
- The resident doctor shall declare his rotation outside Canada to the DARSSS, and this declaration shall include the documents and information requested by the DARSSS.

ARTICLE 30

LOSS OR DESTRUCTION OF PERSONAL EFFECTS

- 30.01 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 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 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 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 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 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.
- 31.07 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.
- 31.08 The resident shall be notified of any change in payment.
- 31.09 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 32

ADJUSTMENT AND RESTORATION OF SALARY SCALES

- 32.01 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

The original French version of this Agreement is recognized as the only official version.

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.

- 32.02 **Period from April 1, 2021 to March 31, 2022**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2021 shall be increased on April 1, 2021 by a percentage equal to 2.0%.
- 32.03 **Period from April 1, 2022 to March 31, 2023**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2022 shall be increased on April 1, 2022 by a percentage equal to 2.0%.
- 32.04 **Period from April 1, 2023 to March 31, 2024**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2023 shall be increased on April 1, 2023 by a percentage equal to 6.0%.
- 32.05 **Period from April 1, 2024 to March 31, 2025**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2024 shall be increased on April 1, 2024 by a percentage equal to 2.8%.
- 32.06 **Period from April 1, 2025 to March 31, 2026**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2025 shall be increased on April 1, 2025 by a percentage equal to 2.6%.
- 32.07 **Period from April 1, 2026 to March 31, 2027**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2026 shall be increased on April 1, 2026 by a percentage equal to 2.5%.
- 32.08 **Period from April 1, 2027 to March 31, 2028**
- All salary scales as well as supplements and premiums provided for in Appendix I in effect as at March 31, 2027 shall be increased on April 1, 2027 by a percentage equal to 3.5%.

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.

32.10 A salary adjustment may apply in accordance with the following terms:

- i. On March 31, 2026, each salary scale in force on March 30, 2026 is increased by the percentage variation between the annual average of the Consumer Price Index for Quebec in 2025-2026 and the annual average of the Consumer Price Index for Quebec in 2024-2025, that variation being reduced by 2.60 percentage points. The increase cannot be greater than 1.00%;
- ii. On March 31, 2027, each salary scale in force on March 30, 2027 is increased by the percentage variation between the annual average of the Consumer Price Index for Quebec in 2026-2027 and the annual average of the Consumer Price Index for Quebec in 2025-2026, that variation being reduced by 2.50 percentage points. The increase cannot be greater than 1.00%;
- iii. On March 31, 2028, each salary scale in force on March 30, 2028 is increased by the percentage variation between the annual average of the Consumer Price Index for Quebec in 2027-2028 and the annual average of the Consumer Price Index for Quebec in 2026-2027, that variation being reduced by 3.50 percentage points. The increase cannot be greater than 1.00%.

For each increase calculated above, if the result is less than 0.05%, the salary scales are not modified.

The salary adjustments under the preceding paragraphs are applied to the resident doctor's pay and paid retroactively within 180 days after Statistics Canada releases the data.

For the purposes of the adjustment clause:

- i. The Consumer Price Index for Quebec corresponds to the average per fiscal year (April to March) for all items, as per Statistics Canada *Table: 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted*;
- ii. The variation in the Consumer Price Index is expressed as a percentage, which is rounded to two (2) decimal places.

In no case may the salary adjustment be negative.

ARTICLE 33

PARITY COMMITTEES

33.01 Within forty-five (45) days of the effective date of the Collective Agreement, the Minister and the Federation shall establish a Parity Committee charged with carrying out the mandates which the parties entrust to it.

The parties agree by means of Letter of Understanding #1 on all the rules with respect to the composition of the Parity Committee, and to its mandate, responsibilities, and mode of operation.

The parties may set up, through Letter of Understanding, different parity committees to help them achieve the objectives of this Agreement or for any reason they consider appropriate.

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.

ARTICLE 35**DURATION AND RETROACTIVE PAY**

- 35.01 The Agreement shall take effect on the date of its signing and shall terminate on March 31, 2028. None the less, Article 32 and Appendix I shall take effect on April 1, 2021.
- 35.02 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, 2021 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, 2021 and the retroactive pay payment date.
- 35.03 The parties agree that grievances filed between March 31, 2021 and the signing of this Agreement shall be governed by the terms of the agreement which expired on March 31, 2021.

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, provided the *Fédération des médecins résidents du Québec* agrees to compensation equivalent to that consented to by the accredited associations representing technicians and professionals to obtain said basic salary scale, premium, and supplement adjustments.

36.06 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, provided the *Fédération des médecins résidents du Québec* agrees to compensation equivalent to that consented to by the accredited associations representing technicians and professionals to obtain said basic salary scale, premium, and supplement adjustments.

36.07 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 The Arbitration Board shall be composed of a Chairman and a representative of each party.

36.09 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 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 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 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 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 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 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 The Arbitration Board Chairperson's expenses and fees shall be paid by both parties equally.
- 36.19 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.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed in

Christian Dubé
Minister
Ministry of Health

Louis-Charles Desbiens, MD
President
Fédération des médecins résidents du Québec
(FMRQ)

Victor Lim, MD
President
Association des médecins résidents de Montréal
(AMRM)

Lea Sfairy, MD
President
Association des médecins résidents de Québec
(AMReQ)

Benjamin Poirier-Mailhot, MD
President
Association des médecins résidents de
Sherbrooke
(AMReS)

Rami Habib, MD
President
Association of Residents of McGill (ARM)

APPENDIX I

1. Resident doctors' salary scales

	From 2021-04-01 to 2022-03-31	From 2022-04-01 to 2023-03-31	From 2023-04-01 to 2024-03-31	From 2024-04-01 to 2025-03-31	From 2025-04-02 to 2026-03-31	From 2026-04-01 to 2027-03-31	From 2027-04-01 to 2028-03-31
1	\$50,243	\$51,248	\$54,323	\$55,844	\$57,296	\$58,728	\$60,783
2	\$55,445	\$56,554	\$59,947	\$61,626	\$63,228	\$64,809	\$67,077
3	\$60,647	\$61,860	\$65,572	\$67,408	\$69,161	\$70,890	\$73,371
4	\$65,849	\$67,166	\$71,196	\$73,189	\$75,092	\$76,969	\$79,663
5	\$71,051	\$72,472	\$76,820	\$78,971	\$81,024	\$83,050	\$85,957
6	\$76,253	\$77,778	\$82,445	\$84,753	\$86,957	\$89,131	\$92,251
7	\$76,253	\$77,778	\$82,445	\$84,753	\$86,957	\$89,131	\$92,251
8	\$76,253	\$77,778	\$82,445	\$84,753	\$86,957	\$89,131	\$92,251

2. Chief resident (CR) and assistant chief resident (ACR) responsibility supplements

	From 2021-04-01 to 2022-03-31	From 2022-04-01 to 2023-03-31	From 2023-04-01 to 2024-03-31	From 2024-04-01 to 2025-03-31	From 2025-04-01 to 2026-03-31	From 2026-04-01 to 2027-03-31	From 2027-04-01 to 2028-03-31
CR	\$595	\$607	\$643	\$661	\$678	\$695	\$719
ACR	\$434	\$443	\$470	\$483	\$496	\$508	\$526

3. Call responsibility premium

	From 2021-04-01 to 2022-03-31	From 2022-04-01 to 2023-03-31	From 2023-04-01 to 2024-03-31	From 2024-04-01 to 2025-03-31	From 2025-04-01 to 2026-03-31	From 2026-04-01 to 2027-03-31	From 2027-04-01 to 2028-03-31
Premium	\$619	\$631	\$669	\$688	\$706	\$724	\$749

4. Teaching responsibility premium

	From 2021-04-01 to 2022-03-31	From 2022-04-01 to 2023-03-31	From 2023-04-01 to 2024-03-31	From 2024-04-01 to 2025-03-31	From 2025-04-01 to 2026-03-31	From 2026-04-01 to 2027-03-31	From 2027-04-01 to 2028-03-31
Premium	\$245	\$250	\$265	\$272	\$279	\$286	\$296

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) the 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, shortcuts, rights-of-way 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;
 - d) poor performance of stocks compared with claims made by the Insured;
 - e) 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).

12. **Cyber security risks**

Claims, losses, costs or expenses arising directly or indirectly from, caused by, resulting from, in consequence of, in connection with or involving in any way whatsoever one of the following elements, regardless of any other cause or event contributing simultaneously or in any other sequence:

12.1. Any access to or disclosure of confidential or personal information of any person or organization, patents, trade secrets, processing methods, financial information, credit card information, or any other other type of non-public information;

12.2. Any loss, loss of use, damage, corruption, inability to access or inability to manipulate Electronic Data;

or

12.3. Any use or operation, as a means of inflicting damage, of any computer, IT system, software program, malicious code, computer virus, or any other electronic system.

This exclusion shall not exclude losses that would otherwise be covered with respect to the Insured's liability for Bodily Injury or Property Damage arising directly from the Insured's IT system or software compromised by malicious acts of a third party.

Notwithstanding any provision to the contrary contained in this exclusion, including the above reintegration, no coverage is provided for the costs of notification, credit monitoring fees, consulting fees, public relations fees, or any similar loss, cost or expense incurred by the Insured or others.

For the purposes of this exclusion only, the following terms shall have the following meanings:

"Bodily Injury" means personal injuries, illnesses, deaths, and unjustified arrests, but does not include mental injuries, mental distress, shock, or invasion of privacy, except in cases of confidentiality of patient files.

"Electronic Data" means information, facts, or programs stored in the form of or on, created or used on, or transmitted via computer software, including systems and application software, hard drives, or diskettes, CD-ROMs, tapes, readers, cells, data processing devices, or any other medium used with electronically controlled equipment.

"Property Damage" means accidental physical damage or destruction of a third party's material property, but does not include Electronic Data.

13. Alcoholic beverages or narcotics

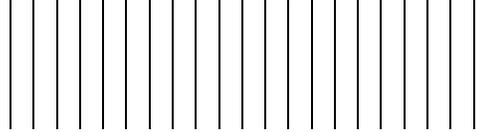
Claims arising from any act caused by the Insured when the latter is under the influence of alcoholic beverages or narcotics. None the less, this exclusion does not apply to any Insured who is neither the perpetrator of the act in question nor an accomplice.

14. Other insurance and indemnity

The insurance coverage, subject to its terms, shall apply solely as excess insurance with respect to any other valid, recoverable insurance that would apply in the absence of this Policy.

APPENDIX III

CIRCULAR CONCERNING REIMBURSEMENT OF RESIDENTS' TRAVEL EXPENSES

MANAGEMENT STANDARDS AND PRACTICES, Volume II,
Directory

CIRCULAIRE

From	Date
Assistant Deputy Minister, Health System and Ministry Personnel	
To (*)	
Presidents and Executive Directors of university-affiliated establishments	
Subject	
Reimbursement of residents' travel expenses	

SUBJECT

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.

BACKGROUND

A Collective Agreement has been concluded between the **Minister of Health** 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 the signing of the Agreement, 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 the resident's home base.

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 **Minister of Health** 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.

The original French version of this Agreement is recognized as the only official version.

“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.

As an exception to this rule, the President and Executive Director of the establishment which pays the resident doctor’s remuneration shall be accountable for managing and applying this Circular when:

- a) the establishment to which the resident doctor is travelling is not part of the Health and Social Services network;
and
- b) that establishment has been duly designated by the Parity Committee in Schedule III of this Circular, in accordance with Letter of Understanding #1.

3. To be reimbursable, travel expenses shall be necessary, reasonable, and incurred with a view to performing work meeting the conditions of this Circular. In addition, as far as possible, the use of public transit or ride-sharing shall be encouraged.

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. The establishment shall reimburse eligible travel expenses within ninety (90) days of receipt of the resident’s full, valid application accompanied by the necessary supporting documents.

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, **starting on the first day of the academic period following the signing of the Agreement:**

- a) kilometric allowance
- | | |
|----------------------|--------------|
| - up to 8,000 km | \$0.640 / km |
| - more than 8,000 km | \$0.565 / 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 \$0.160 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.

The travel allowance shall be established on the basis of the Quebec Ministry of Transport's tool for estimating highway distances.

If, during the validity of this Agreement, government regulations authorize expenses higher than those provided for in this Circular, the establishment shall then carry out the adjustments to the expenses within thirty (30) days following the increase.

7. **Air transportation shall be authorized for trips of more than 800 km or when the associated costs are lower than the travel expenses otherwise payable. 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:**

- i. \$680.00 per rotation period from the month following the signing of this Agreement;
- ii. \$700.00 per rotation period from April 1, 2026;
- iii. \$720.00 per rotation period from April 1, 2027.

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.). The establishment shall endeavour, taking the circumstances into account, notably the availability of rental space, to provide accommodation that is not shared with any physician likely to perform a supervisory role with respect to the resident or with the person called upon to perform such a role.

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 resident doctor 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 the maximum reimbursement provided for in section a) of this article.

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 resident doctor association or the FMRQ, the resident travelling for a rotation shall be entitled to reimbursement of accommodation expenses, per rotation period, up to the maximum reimbursement provided for in section a) of this article.
- d) The resident whose home base is located in one of the university family medicine groups (GMF-U) in a geographical area contemplated by Ministerial Decree 96-07 and designated in Schedule 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.

SCHEDULE I

This Schedule lists the university family medicine groups (GMF-U) located in one of the geographical areas designated in Ministerial Decree 96-07.

Region	University family medicine group (GMF-U)
1	GMF-U de Trois-Pistoles
1	GMF-U de Rimouski
2	GMF-U d'Alma
8	GMF-U de Rouyn-Noranda
8	GMF-U de la Vallée de l'Or
8	GMF-U des Aurores Boréales - La Sarre
8	GMF-U Les Eskers d'Amos
9	GMF-U de Manicouagan
11	GMF-U de Gaspé
11	GMF-U de Maria
15	GMF-U Mont-Laurier

SCHEDULE II

If a resident doctor 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 resident doctor 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.

SCHEDULE III

ESTABLISHMENTS OUTSIDE THE HEALTH AND SOCIAL SERVICES NETWORK

(Article 2)

For the purposes of applying Article 2 of this Circular, the Parity Committee designates the following establishment or establishments:

- Provincial public health laboratory (*Laboratoire de santé publique du Québec*, or LSPQ);
- Provincial forensic science and forensic medicine laboratory (*Laboratoire de sciences judiciaires et de médecine légale*);
- University of Quebec in Trois-Rivières (anatomy).

LETTER OF UNDERSTANDING #1

ESTABLISHMENT OF A PARITY COMMITTEE

PREAMBLE

WHEREAS the Collective Agreement was concluded between the Minister of Health (hereinafter referred to as “the Minister”) and the *Fédération des médecins résidents du Québec* (hereinafter referred to as “the Federation”) as of (include date);

WHEREAS the parties agreed in Article 33 to establish a Parity Committee responsible for carrying out mandates they might wish to entrust to it within the framework of applying the Agreement;

THE PARTIES AGREE AS FOLLOWS:

Article 1 – Establishment and composition

The Minister and the Federation hereby establish a Parity Committee consisting of four (4) members, of whom two (2) are designated by the Minister and two (2) by the Federation. Members may be designated on an ad-hoc basis.

Article 2 – Quorum

With each party having to be represented on the Committee, the quorum therefor is set at two (2) members.

Article 3 – Guests

When required in the performance of the mandate entrusted to the Parity Committee and at the request of a party, the Committee may invite guests who may intervene on a question before the Committee, provided the other party consents thereto.

Article 4 – Duties

The Parity Committee’s main duty is to take on, when the parties ask it to do so, the following responsibilities:

- a) discuss any topic of province-wide interest with respect to implementation of the Collective Agreement, including any issue relating to postgraduate education;
- b) assess the operation of one or more provisions of the Collective Agreement, a Letter of Understanding, or a special arrangement, notably concerning work organization, and terms and conditions of programs to assist resident doctors, and, where applicable, recommend necessary rectifications to the Minister and the Federation.

Article 5 – Rules of internal governance

The Committee may establish the rules of internal governance necessary for it to run smoothly.

Article 6 – Establishment of ad-hoc subcommittees

In the performance of the mandates entrusted to it, the Parity Committee may, as required, recommend to the parties that all or part of the performance of these mandates be entrusted to an ad-hoc subcommittee.

When the parties consent to the establishment of this subcommittee, they agree on the rules concerning its establishment, composition, and rules of internal governance. Failing an agreement between the parties in that regard, the provisions of this Letter of Understanding apply, with the necessary adjustments.

Article 7 – Ad-hoc subcommittee report to the parties

The subcommittee shall report to the Minister and the Federation within the time frame established by the latter for it to do so.

Article 8 – Duration of subcommittee’s mandate

In the absence of an agreement between the Minister and the Federation as to the duration of a subcommittee’s mandate, the subcommittee shall report within ninety (90) days of its establishment, following which it is automatically dissolved.

Article 9 – Remuneration of members and guests

The compensation and expenses of a member of the Parity Committee or a subcommittee fall under the exclusive authority of the party which appointed them. This provision also applies to the fee for a guest called upon to intervene on a question with the Committee or subcommittee, at the request of a party.

IN WITNESS WHEREOF, the parties have signed in

Christian Dubé
Minister
Ministry of Health

Louis-Charles Desbiens, MD
President
Fédération des médecins résidents du Québec
(FMRQ)

Victor Lim, MD
President
Association des médecins résidents de Montréal
(AMRM)

Lea Sfairy, MD
President
Association des médecins résidents de Québec
(AMReQ)

Benjamin Poirier-Mailhot, MD
President
Association des médecins résidents de Sherbrooke
(AMReS)

Rami Habib, MD
President
Association of Residents of McGill (ARM)

LETTER OF UNDERSTANDING #2

ESTABLISHMENT OF A PARITY COMMITTEE ON THE TERMS AND CONDITIONS CONCERNING THE NOTION OF CALL SCHEDULE AND CALL DUTY

WHEREAS the Collective Agreement was concluded between the Minister of Health (hereinafter referred to as “the Minister”) and the *Fédération des médecins résidents du Québec* (hereinafter referred to as “the Federation”) as of (inclure la date);

WHEREAS Article 12 of the Collective Agreement covers the notion of call schedule and call duty;

WHEREAS the data and terms and conditions surrounding the notion of call schedule and call duty do not allow for obtaining sufficient necessary information concerning the reality of resident physicians’ work;

WHEREAS the parties have agreed, in accordance with Article 33, to establish a Parity Committee responsible for reviewing the terms and conditions surrounding the notion of the resident doctor’s call schedule and call duty;

WHEREAS the parties have agreed to implement a pilot project on voluntary call duty;

THE PARTIES AGREE AS FOLLOWS:

Article 1 – Establishment and composition

The Minister and the Federation hereby establish a Parity Committee consisting of six (6) members, of whom three (3) are designated by the Minister and three (3) by the Federation.

As necessary, each party may appoint an additional person, provided they give 48 hours’ notice to the other party.

In the sixty (60) days following the signing of the Agreement, the parties shall meet in order to undertake discussions concerning voluntary call duty.

Article 2 – Resource persons

When required in carrying out the mandate entrusted to the Parity Committee and at the request of a party, the Committee may invite resource persons who may intervene on a question before the Committee, provided the other party consents thereto.

Article 3 – Mandate

The Parity Committee’s mandate is to:

- assess application of Article 12 of the Collective Agreement, as well as articles, appendices, and letters of understanding concerning the notion of call schedule and call duty;
- identify potential solutions and improvements;
- recommend to the Minister and the Federation, as applicable, a new formula for managing the notion of call schedule and call duty;
- facilitate implementation of the pilot project on voluntary call duty, and tracking of voluntary call duty periods, including addition of new sectors;
- document the measure, following implementation of the pilot project, by gathering data deemed relevant by the parties and, as applicable, make adjustment recommendations to the negotiating parties, including concerning the equitable distribution of voluntary call duty periods.

Article 4 – Rules of internal governance

The Committee establishes the rules of internal governance necessary for it to run smoothly.

Article 5 – Establishment of ad-hoc subcommittees

In the performance of the mandate entrusted to it, the Parity Committee may, as required, recommend to the parties that all or part of the performance thereof be entrusted to an ad-hoc subcommittee.

When the parties consent to the establishment of this subcommittee, they agree on the rules concerning its establishment, composition, and rules of internal governance. Failing an agreement between the parties in that regard, the provisions of this Letter of Understanding apply, with the necessary adjustments.

Article 6 – Ad-hoc subcommittee report to the parties

The subcommittee shall report to the Minister and the Federation within the time frame established by the latter for it to do so.

Article 7 – Duration of subcommittee’s mandate

In the absence of an agreement between the Minister and the Federation as to the duration of a subcommittee’s mandate, the subcommittee shall report within ninety (90) days of its establishment, following which it is automatically dissolved.

Article 8 – Parity Committee report to the parties

The Parity Committee shall report the conclusions of their work to the Minister and the Federation before the expiry of this Collective Agreement.

Article 9 – Remuneration of members and resource persons

The compensation and expenses of a member of the Parity Committee or a subcommittee fall under the exclusive authority of the party which appointed them. As to expenses, this provision also applies for the benefit of a resource person called upon to intervene on a question with the Committee or subcommittee, at the request of a party.

Article 10 – Implementation of a pilot project on voluntary call duty

10.1 The establishment may use the voluntary call duty mechanism provided for in this Letter of Understanding as it deems necessary.

10.2 This call duty is subject to all the provisions of the Collective Agreement.

10.3 Notwithstanding the foregoing, voluntary call duty is not subject to the following articles: 12.01, 12.04, 12.05, 12.06, 12.09, 12.10, 12.15, 12.17, 12.18, 12.19, 12.21, 12.25, and 12.26.

10.4 The parties agree that the sectors contemplated by this Letter of Understanding are the following:

- Internal Medicine;
- Critical Care.

10.5 Each resident doctor who has successfully completed at least one (1) rotation in the specialty or sector where a need is identified has the opportunity to perform voluntary call duty beyond the maximums provided for in the Collective Agreement.

Voluntary call duty shall be performed within the university network where the resident doctor practises.

A resident doctor may perform, within the same period, two (2) call duty periods in addition to the maximum number of call duty periods provided for in the Collective Agreement, in the form of voluntary call duty.

10.6 The resident doctor called upon to perform voluntary call duty shall receive a premium for each call duty period performed, as follows:

Type of call duty	Year	Amount
Home	2025-2026	\$100.00
Establishment		\$150.00
Home	2026-2027	\$103.00
Establishment		\$154.00
Home	2027-2028	\$107.00
Establishment		\$159.00

10.7 The resident doctor is under no obligation to perform voluntary call duty. Voluntary call duty is based on the principle of the resident doctor’s participation being voluntary. In the event the resident doctor does not volunteer, this may not be used against him as cause for reproach, threats, constraint, discrimination, or harassment toward him.

10.8 Resident doctors interested in performing voluntary call duty during an academic period shall inform the Chief Resident or Assistant Chief Resident thereof no later than five (5) days before the start of each of the establishment’s academic periods. Assignment of voluntary call duty time slots shall be carried out on a rotating basis among volunteers who have expressed their interest.

Article 11 – Duration and application of the Letter of Understanding

This Letter of Understanding is valid until March 30, 2028.

The negotiating parties agree to reassess the usefulness of maintaining the working committee upon renewal of the Collective Agreement.

IN WITNESS WHEREOF, the parties have signed in

Christian Dubé
Minister
Ministry of Health

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President
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(FMRQ)

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Sherbrooke
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Rami Habib, MD
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LETTER OF UNDERSTANDING #3

OPTIONAL REST PERIOD WITHIN A PERIOD OF AT LEAST TWELVE (12) CONSECUTIVE WORK DAYS

PREAMBLE

WHEREAS the Collective Agreement was concluded between the Minister of Health (hereinafter referred to as “the Minister”) and the *Fédération des médecins résidents du Québec* (hereinafter referred to as “the Federation”) as of (includre date);

WHEREAS the resident doctors tabled a demand for a rest period from the basic regular schedule following several consecutive days of work;

WHEREAS the Negotiating Parties have agreed to incorporate other terms and conditions in the Collective Agreement to meet resident doctors’ need in terms of workload;

THE PARTIES AGREE AS FOLLOWS:

Article 1 – The resident doctor who has on his schedule at least twelve (12) consecutive work days may take a rest period from the basic regular schedule after the first seven (7) consecutive work days.

The consecutive work days must take into account, in addition to the basic regular schedule, call duty in an establishment, night call in an establishment, and call duty at home.

Any other leave or rest day from which the resident doctor benefits interrupts the accumulation of the twelve (12) consecutive work days, including when that leave or rest day takes place after his first seven (7) work days.

Article 2 –Owing to the difficulties associated with work organization, the establishment may grant the rest period from the basic regular schedule within the four (4) days following the seven (7) consecutive days.

Article 3 – The resident doctor may take a total of three (3) rest periods from July 1 to June 30 of each academic year.

Article 4 – When the resident doctor wishes to avail himself of Article 1 of this Letter of Understanding and the period of twelve (12) consecutive days straddles two (2) distinct rotation periods, it is his responsibility to demonstrate to the establishments concerned that he is carrying out a period of at least twelve (12) consecutive work days in order to benefit from the rest period.

Article 5 – This Letter of Understanding comes into effect at the start of the 2025-2026 academic year and is valid until March 30, 2028.

The negotiating parties agree to reassess its usefulness upon renewal of the Collective Agreement.

IN WITNESS WHEREOF, the parties have signed in

Christian Dubé
Minister
Ministry of Health

Louis-Charles Desbiens, MD
President
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(FMRQ)

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