Interpretation Guide

COLLECTIVE AGREEMENT 2010 » 2015
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 – Association des résidents de McGill (ARM);

AND:

the Minister of Health and Social Services.

The original French version of this Agreement is recognized as the only official version.
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### ARTICLE 1

#### DEFINITION OF TERMS

1. **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);

2. **ASSOCIATION**
   - One of the associations listed in Article 1.01

3. **COLLÈGE**
   - Collège des médecins du Québec.

4. **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 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.

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<td>The training card issued by the Collège des médecins du Québec defines the status of each individual—resident, clinical fellow, clinical research fellow or research fellow. Anyone holding a resident training card is covered by the collective agreement.</td>
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<td>Furthermore, only clinical fellows performing training of 24 months or more are covered by the second paragraph of the article. A clinical fellow is an individual performing postgraduate medical training in Quebec who is paid from a source other than the Quebec government. Through this article, the non-monetary provisions of the agreement must apply to clinical fellows as they do to residents. In this way, residents and clinical fellows have the same rights and obligations with respect, for instance, to call duty schedules.</td>
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<td>The clinical fellow is not, however, entitled to any salary or compensation from the establishment. For instance, he may take his 20 days’ vacation, but it is up to his paying officer whether or not to pay him during this leave.</td>
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5. **MINISTER**
   - The Minister of Health and Social Services.
1.05 CHIEF RESIDENT
"CHIEF RESIDENT": The resident who fulfills a specific responsibility in the administrative organization of an affiliated establishment.

FMRQ Interpretation
The chief resident’s duties are defined by the establishment. The chief resident must be designated by the totality of residents in the establishment, as stipulated in Article 15.01. He is entitled to the supplement provided for in Appendix I. A resident who is asked to perform chief resident duties must receive the supplement to which he is entitled, even if he has not been officially appointed by the establishment. He must therefore apply for the supplement to the head of the establishment’s Teaching Office.

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

FMRQ Interpretation
The assistant chief resident’s duties are defined by the establishment in relation to the duties carried out by the chief resident. This refers mainly to hospital, not university tasks. With the exception of departments where there is only one resident, it is possible to create an assistant chief resident position in all departments. To that end, the head of the department concerned must make a request to his establishment’s Teaching Office by means of a letter specifying the tasks performed by the assistant. Furthermore, if a resident is assigned assistant chief resident duties in an establishment other than his paying establishment, a person in authority at his rotation site (Teaching office, person responsible for rotation or other individual) must forward the relevant information to the paying establishment in order to ensure that the corresponding supplement is paid.

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

1.07 SPOUSE
"SPOUSE": Individuals who:
  a. are married and live together;
  b. are joined in a civil ceremony and live together;
  c. live maritally and are the father and mother of the same child;
  d. are of different or the same sex and have been living maritally for at least one (1) year.

DEPENDENT CHILD
"DEPENDENT CHILD": A child of the resident, or of his spouse, or of both, unmarried or not joined in a civil ceremony and residing or domiciled in Canada, who depends on the resident for his support and meets one of the following conditions:
  • is under eighteen (18) years of age;
  • is twenty-five (25) years of age or less and attends full-time, as a duly registered student, a recognized educational institution;
  • regardless of his age, if he became totally disabled while meeting either of the preceding conditions and has remained continually disabled since that time.
"ESTABLISHMENT": An establishment within the meaning of the Act respecting health services and social services (RSQ, c. S-4.2), as well as any other training site authorized 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.

FMRQ Interpretation
It is important to note that authorized training sites are those designated on your training card. This means you may not perform any medical acts elsewhere than at the site(s) designated on the training card, for a given period. The Collège may, however, insofar as this meets the goals of the rotation, authorize the resident to perform certain medical acts, notably organ retrievals, in satellite settings. We suggest you check with the Collège des médecins du Québec whether this other rotation setting is authorized.

Note that Quebec ambulances operated by a corporation or cooperative holding a permit to operate ambulance services in line with the Act respecting pre-hospital emergency services (RSQ, c. S6.2) are deemed to be an accredited rotation site insofar as:
- the medical activities performed there by a resident are carried out within the framework of his training;
- a resident performing medical activities there receives supervision appropriate to his level of training.

"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.

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

But in the event of vacation (Art. 25.05), the weekend, for the purposes of the collective agreement, begins at 17:00 on Friday and ends at 08:00 on Monday morning. So a resident will not be able to perform night call in an establishment or a night shift in the night from Sunday to Monday upon returning from vacation.

Finally, it is important to note that, even if the Monday is a statutory holiday, that day is not part of the weekend.

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

FMRQ Interpretation
Study leave days and conference days are therefore of twenty-four (24) hours’ duration. No call period or shift may be scheduled during such leave.
1.11 **YEAR**: The period of time extending from July 1 to June 30.

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

For instance: if you do the first four (4) periods of the year, you will be entitled to six (6) days’ vacation, two (2) days’ study leave and three (3) conference days, calculated as follows:

\[ x \text{ vacation days} = \left(\frac{4 \text{ periods} \times 20 \text{ vacation days}}{13 \text{ periods}}\right) \]

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.

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

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

First of all, paragraph a) indicates that the “call period in an establishment” begins at “the end of the regular schedule,” and this takes different departments’ variable schedules into account. In fact, in some departments, the regular day ends at 17:00. But in other departments, this same regular day may end at 20:00, owing to Article 12.01, which provides for the possibility of having a regular day of a maximum of 12 hours. Furthermore, “call duty in an establishment” must end at any time between the end of the regular day and midnight.

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

But the rule is different for Sunday. The call period in an establishment must end no later than 22:00.
1.13 NIGHT CALL IN AN ESTABLISHMENT: The work period starting at or after 20:00, or at or after 22:00 on Sunday, and continuing beyond midnight; night call in an establishment cannot last longer than 12 consecutive hours.

FMRQ Interpretation

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

For call duty to be considered night call in an establishment, it has to:
1. start after 8 PM;
2. end after midnight;
3. not be more than 12 hours long.

Also, you cannot work on the day of the night call in an establishment and you must take a mandatory 8-hour rest period following night call in an establishment (see Article 12.11). For example, if you do a night call in an establishment starting at 11 PM on September 4, you cannot work on September 4 between 8 AM and the start of your night call in an establishment. You cannot, either, work on September 5 after the call.

1.14 SHIFT: Work period in the emergency room.

FMRQ Interpretation

The Agreement uses the term “shift” solely in a context where a resident is performing a rotation on a continuous basis in Emergency. This does not cover residents performing a rotation in another department who, in the evening or on the weekend, will be performing call duty in the emergency room.

1.15 RÉGIE: Régie de l’assurance-maladie du Québec (Quebec health insurance board, [RAMQ]).
The purpose of this Agreement shall be to establish orderly relations between the parties, determine 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 **SAFETY**

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

3.02 **DISCRIMINATION**

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

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

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

3.03 **HARASSMENT**

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

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

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

**FMRQ Interpretation**

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

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

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

We suggest you get in touch with the Fédération des médecins résidents du Québec if you believe you are a victim of psychological harassment, so we can advise you appropriately as to how to have the situation rectified.

3.04 **FMRQ Interpretation**

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.

The purpose of this new text is to recognize that residents do not have to tolerate psychological harassment from anyone working in the establishment, including doctors.
3.05 Establishment Board of Directors
The resident who is a member of the Board of Directors of an establishment shall be granted leave without loss of salary to attend meetings, after giving prior notice.

3.06 Establishment Budget
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.

3.07 Professional Rights
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.

3.08 Resignation
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.

FMRQ Interpretation
A resident who resigns automatically gives up his position, as stipulated in the decree on the assignment of residents’ positions. To be readmitted to university into a residency program after resigning, the candidate has to go through the admission process again with the same or another university, and there is no guarantee he will be accepted. The application will have to be made through the “special path” ([cheminements particuliers](https://www.cheminementsparticuliers.com)) quota under the policy for determining resident positions, but only after 12 months have elapsed since the date of his resignation.

3.09 In this Agreement, where the context requires, any word written in the masculine form shall include the feminine form.
<table>
<thead>
<tr>
<th>ARTICLE 4</th>
<th>RECOGNITION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.01</strong></td>
<td>REPRESENTATION BODY</td>
</tr>
<tr>
<td>The Minister of Health and Social Services recognizes the Federation as the body representing the associations certified under the <em>Labour Code</em> 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.</td>
<td></td>
</tr>
<tr>
<td><strong>FMRQ Interpretation</strong></td>
<td>All establishments, including those located in the regions which receive residents on an ad-hoc basis, have to comply with the collective agreement.</td>
</tr>
<tr>
<td><strong>4.02</strong></td>
<td>LOCAL AGREEMENT</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td><strong>FMRQ Interpretation</strong></td>
<td>For this special agreement to be valid, it must be negotiated first between the establishment and the Association and then receive the approval of all the residents concerned. Also, it has to be renewed by obtaining the approval of all the residents concerned, for each rotation period. Note that any request initiated with the establishment by anyone other than the resident Association would be illegal if the union withheld its consent.</td>
</tr>
</tbody>
</table>
ARTICLE 5

UNION RIGHTS

5.01 MEMBERSHIP

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

5.02 EMPLOYMENT FORM

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

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

The 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 LIST OF RESIDENTS

The establishment shall send electronically, on September 1, November 1, February 1 and April 1 each year, a list containing the following information:

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

5.04 UNION MEETING

For union purposes, the representative of an Association may call a meeting of any or all of the residents of an establishment during working hours.

Details concerning time and place shall be decided between the union representative and the establishment.

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

The Federation or an Association may call a meeting of its officers, directors or union delegates or a general assembly during work hours. The individuals called to the meeting shall sustain no loss of or reduction in salary, except when the said meeting is used as a pressure tactic, in particular a public demonstration. The maximum number of delegates released shall be established, for each establishment, at one (1) per fifty (50) residents, each establishment being required to release at least one 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.

FMRQ Interpretation

The Federation or an association which calls a general assembly is not obliged to cover call services. We prefer, however, to use this right only when the general assembly is considered highly important. Thus, for each general assembly, the establishment is notified of the decision of the Federation or association as to whether or not to maintain call services. This being said, providing call service does not mean that the day of the assembly will be the equivalent of a weekend day. If call duty normally begins at 17:00, the duty resident will be at his post at 17:00. If, on the other hand, call duty normally begins at 08:00, then this resident will have to do his call duty from 08:00 onward.

5.06 Joint Committee

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

5.07 Union Representative

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

5.08 Union Release

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

5.09 Release for Arbitration

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

5.10 Juror or Witness

The resident who is called upon to act as juror or to appear as a witness in a case in which he is not a party shall be granted leave of absence without loss of salary.
5.11 RELEASEx FOR NEGOTIATION
The establishment shall grant leave of absence without loss of salary to two (2) residents designated by the Association to attend all bargaining sessions.

5.12 UNION’S ROOM
The establishment shall provide the Association with a room containing specifically a table or desk, chairs, a filing cabinet with keys and a telephone. Its location as well as the days of its exclusive weekly use shall be negotiated locally.

5.13 UNION’S NOTICEBOARD
The establishment shall also make available to the Association a locked noticeboard to be used for union purposes only. A key shall be given to the Association. The establishment shall also give the Association, upon request, access to residents’ individual mailboxes, for the purpose of distributing information.
### ARTICLE 6

#### UNION DUES

**6.01 UNION DUES**

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

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

**6.02 INFORMATION GIVEN TO THE FEDERATION**

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

- a. names of residents for whom dues have been deducted, in alphabetical order;
- b. address in full;
- c. social insurance number;
- d. residency level;
- e. chief resident or assistant chief resident status, where applicable;
- f. amount of regular salary paid;
- g. any other amounts paid;*
- h. deductions at source;
- i. employee number;
- j. hiring and departure date;
- k. amount of call duty premium;
- l. amount of teaching premium.

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

**6.03 SPECIAL DEDUCTION**

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

**6.04 INTEREST**

Any amount assessed by the establishment which has not been paid at the expiry of the timeframe specified in Articles 6.01 and 6.03 shall be subject to an annual rate of interest equal to the Bank of Canada’s discount rate in force at the expiry of the aforementioned timeframe, plus one and one-half percent (1½%) beginning the 30th day after expiry of said timeframe.
### ARTICLE 7

#### CONTRACT OF AFFILIATION

**7.01 AFFILIATION CONTRACT**

At the request of the Federation, the establishment shall send it a complete copy of any agreement or contract established in accordance with section 110 of the *Act respecting health services and social services* (RSQ, c. S4.2).

**7.02 RENEWAL**

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

**7.03 RECOMMENDATION TO THE MINISTER**

The Federation may, within the timeframe specified in Article 7.02, submit in writing to the Minister any suggestion or recommendation concerning the said agreement or contract and shall, in such a case, also provide the establishment with a copy thereof.
### Article 8

#### Records

**8.01 Resident’s Record**

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

**FMRQ Interpretation**

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

**8.02 Information in Resident’s Record**

Each record shall include, specifically:

1. employment form;
2. deduction at source forms;
3. all evaluation reports duly completed in accordance with the procedure and rules established by the university;
4. 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:

5. medical examination reports;
6. insurance forms;
7. any opinions or rulings from a court of law involving the establishment and the resident;
8. any requests for information and applications for leave;
9. any disciplinary or other notices.

**8.03 Consultation of Record**

The resident may consult this record at any time during regular office hours and may obtain a copy of any paper or any document therein, and may, if he desires, append his version of the facts to a document appearing in this record.

The resident may ask to be accompanied by a representative of the Association when consulting his record.

**8.04 Evaluation Report**

If, within ten (10) days after the end of a rotation, the resident has not received the evaluation report, the teaching coordinator, upon request, 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.

**FMRQ Interpretation**

In some universities, residents receive a mid-rotation evaluation. In that case, it is important for that evaluation to be made available to the resident within a reasonable timeframe.
ARTICLE 9
COMMITTEE ON MEDICAL AND DENTAL EVALUATION

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

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

DUTIES

10.01 Delivery of Medical Care
Residents shall share in the delivery of medical care in the establishment according to their competence.

10.02 Teaching
They shall collaborate in the establishment’s teaching instruction and sit on the establishment’s different committees.

10.03 Medical Act

10.03.1 Delegated Medical Act
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.

10.03.2 Non-Delegated Medical Act
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.

FMRQ Interpretation
The training card issued to you by the Collège des médecins du Québec is not a licence to practise medicine. It entitles you to perform only acts corresponding to your level of training, in the locations recorded on your training card ONLY.

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

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

You are not required to have every prescription for medication pre-authorized by the staff physician. But he retains the right to change it.

No prescription forms may be signed in advance by the staff physician. Similarly, no prescriptions may be signed by a resident on a staff physician’s behalf.
10.04 AVAILABILITY OF STAFF PHYSICIANS

The resident shall be able to count at all times on the immediate availability of a physician who is a member of the Council of Physicians, Dentists and Pharmacists. When working in the emergency room, the resident shall, at all times, be able to count on the presence in the emergency room of a physician who is a member of the Council of Physicians, Dentists and Pharmacists.

The resident shall never have responsibility for a resuscitation team within six (6) months of starting residency and until he has successfully completed six (6) months’ training in a medical or surgical discipline. Also, he must hold an attestation certifying that he has passed the Advanced Cardiac Life Support (ACLS) course or the Advanced Pediatric Life Support (APLS) course, depending on the users treated in the establishment.

FMRQ Interpretation

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

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

It is important to stress that residents with less than six (6) months’ training may be part of the resuscitation team, but may not be in charge of it. Also, a resident who has not performed a rotation in a medical or surgical specialty cannot be responsible for the code team. For instance, a resident in psychiatry who performs his first six months of rotations in residency in his specialty cannot be responsible for a resuscitation team in his first year of residency.

10.05 RESIDENT’S ASSIGNMENT

The resident may not be assigned duties detrimental to his training.
## Article 11

### Rotation

<table>
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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>11.01</td>
<td><strong>Modification of Rotations</strong>&lt;br&gt;The establishment shall not modify the rotations or their location assigned to each resident without the consent of the Collège and, where applicable, of the university faculty. The establishment shall, accordingly, give the resident sixty (60) days’ notice except when there is an agreement with the resident for a shorter timeframe.</td>
</tr>
<tr>
<td>11.02</td>
<td><strong>Prior Notice</strong>&lt;br&gt;When the consent of the Collège and the university faculty has been obtained, the establishment shall agree to the modification of the rotation, as requested by the resident, upon notice of thirty (30) days. If the resident puts forward harassment or intimidation as the grounds for such modification of rotation, such notice shall not be required.</td>
</tr>
<tr>
<td>11.03</td>
<td><strong>Non-Approved Rotation</strong>&lt;br&gt;The resident shall not be required to carry out a rotation that is not approved by the Collège.</td>
</tr>
<tr>
<td>11.04</td>
<td><strong>Non-Accredited Establishment</strong>&lt;br&gt;The resident shall not be required to carry out a rotation at a location not recorded on his training card. If this card becomes electronic, the resident and the Federation shall have access to the information at all times.</td>
</tr>
</tbody>
</table>

### FMRQ Interpretation

You may not perform a medical act in a location that is not recorded on your training card. You may therefore not follow a staff physician who practises in a private clinic or another establishment and would like you to accompany him because there is an interesting case there, unless the Collège des médecins du Québec has recognized the right of residents in your program to act in that way. In fact, you are insured only in sites recorded on your training card and/or known to the Collège.
## ARTICLE 12  CALL SCHEDULE AND DUTY

**N.B.:** The provisions of this article shall take effect on or before July 1, 2012, in accordance with Letter of Understanding #1.

### FMRQ Interpretation

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

### GENERAL

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>12.01</strong></td>
<td><strong>REGULAR SCHEDULE</strong>  &lt;br&gt;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.</td>
</tr>
<tr>
<td><strong>12.02</strong></td>
<td><strong>IMMEDIATE SUPERIOR</strong>  &lt;br&gt;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.</td>
</tr>
<tr>
<td><strong>12.03</strong></td>
<td><strong>CALL DUTY</strong>  &lt;br&gt;In addition to the basic regular timetable, the resident may be asked to perform call duty, either in the establishment or at home.</td>
</tr>
<tr>
<td><strong>12.04</strong></td>
<td><strong>PEDAGOGICAL GOALS</strong>  &lt;br&gt;Call duty shall meet the pedagogical goals of the program in which the resident is registered and correspond to his level of training.</td>
</tr>
</tbody>
</table>
12.05 CALL DUTY SITES

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

FMRQ Interpretation

Under the law, it is the training card which allows the resident to perform medical acts. So a resident may not perform call duty in an establishment where he is not on rotation, except as provided for in Article 12.06 (multi-site call duty at home).

Residents are sometimes asked to perform call duty paid over and above the salary they receive on their pay cheque. These call periods are then paid by departments or from other funds. But Collège des médecins du Québec regulations stipulate that a medical resident can perform only such medical acts as correspond to his level of competency, within the framework of the postgraduate education program in which he is registered. Residents therefore cannot agree to perform such call duty, since it constitutes unlawful practice of medicine.

That being said, there is nothing to prevent a resident from receiving remuneration other than what he receives under the collective agreement, insofar as it is not paid for medical acts.

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

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

Finally, a resident may, on certain conditions, perform medical acts and be paid the RAMQ if he holds a restrictive permit–resident or a regular permit from the Collège des médecins du Québec that allows him to perform moonlighting.

12.06 MULTI-SITE CALL DUTY

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

a. the call duty shall meet needs of an exclusively 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.

FMRQ Interpretation

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

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

FMRQ Interpretation

It is possible to perform both call duty at home and call duty in an establishment if the rules for call periods in an establishment (12.09) and night call in an establishment (12.10) are followed. The number of call periods in an establishment and at home taken together must therefore not exceed six (6) per 28-day period. The call duty rate must be one call period every three (3) days and, once per 28-day period, the resident may be required to perform one call period every two (2) days.

It is also possible to perform night call in an establishment and call duty at home during the same period. In that case, a resident will be able to perform a maximum of six (6) call periods at home, on top of his night calls in an establishment. But it is not possible, within the same day, to perform call duty at home (24 hours) and night call in an establishment.

Finally, the establishment may ask a resident to perform both call duty in an establishment and night call in an establishment, in addition to performing call duty at home. In that case, the combined number of call periods at home and call periods in an establishment must be no more than six, on top of his night calls in an establishment. But the rates of call duty in an establishment which may not exceed fourteen must be complied with, and it is not possible to perform, within the same day, call duty at home and night call in an establishment.

12.08 RESIDENT COVERAGE

When call duty is performed in an establishment, the resident, in the six 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.

FMRQ Interpretation

In other words, the establishment has to set up a procedure, with which everyone is familiar, that identifies the physician present in the hospital who has to go to the patient’s bedside in case of any problems, to help the resident on call duty in the first six (6) months following the start of his residency.

Note, however, that Article 10.04 also stipulates that a resident must never be responsible for a resuscitation team before having completed six (6) months’ training in a medical or surgical discipline and having obtained ACLS or APLS attestation, depending on whether he is treating adults or children.

For instance, a resident registered in a psychiatry program who performs rotations in his discipline during the first six months of his residency does not meet the conditions whereby he can be responsible for a resuscitation team. He must wait until he has passed his six months of medical rotation before doing so.
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 of these call periods may be performed during the same weekend, provided they do not exceed twelve (12) hours on Saturday and fourteen (14) hours on Sunday and are separated by a mandatory rest period of eight (8) hours.

Note first of all that it is necessary to refer to the definition of a “call period in an establishment” to interpret this article correctly. Article 1.12 defining “call period in an establishment” stipulates that:

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

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

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

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

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

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

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

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

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

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

FMRQ Interpretation

Note first of all that it is necessary to refer to the definition of “night call in an establishment” to interpret this article correctly. Article 1.13 stipulates that night call in an establishment must:

1. start after 8 PM;
2. end after midnight;
3. not be more than 12 hours long.

Few conditions apply to night call in an establishment. For a full night-time rotation, the maximum number of night call periods in an establishment is 20. But if you are not performing a night-time rotation, the number of night call periods in an establishment may be anywhere from 0 to 20.

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

Furthermore, night call periods in an establishment performed during the weekend are considered weekend call duty, but are not deducted from the 6 call periods in an establishment provided for in Article 12.09. Note that the establishment is required to give you two weekends off per 28-day period. For instance, if you perform two call periods in an establishment on the same weekend and night call in an establishment from Thursday to Sunday on another weekend, you will then have worked your maximum of two weekends for the 28-day period.

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

Note that, you cannot work on the day of the night call in an establishment. For example, if you do a night call in an establishment starting at 11 PM on September 4, you cannot work on September 4 between 8 AM and the start of your night call in an establishment. You cannot, either, work on September 5 after the call.

Finally, you must take a mandatory 8-hour rest period following night call in an establishment (see Article 12.11).

12.11 REST PERIOD

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

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

FMRQ Interpretation

You may not work more than 16 hours in a row.

After each work period, regardless of that period’s duration, you must have a minimum rest period of 8 hours. The hospital may not impose a sanction on you if you leave after call duty in an establishment or night call in an establishment.

Nor should you be asked to attend an academic or clinical activity following call duty in an establishment or night call in an establishment (Articles 12.09 and 12.10).
### 12.12 CALL DUTY IN EMERGENCY ROOM

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

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

### FMRQ Interpretation

This article concerns residents on rotation in another department who have to perform call duty in the emergency room (emergency call duty in an establishment).

The collective agreement sets out specific rules in this regard. First, limits on the number of hours are established by Article 12.12, at 12 hours for a resident doing only the call period in his day and 16 hours for a resident working during the day on another rotation and working the emergency call period afterward. In both cases, it is necessary to have 8 hours’ rest after working in the emergency room.

Aside from the limits on hours set out in that article, these medical residents are subject to the provisions concerning call periods in an establishment and night call in an establishment found in Articles 12.09 and 12.10. Thus the maximum number of call periods in the emergency room must be six (6), and the rate of call duty must be complied with (i.e., call periods every three (3) days, and, once during the 28-day period, one call duty every two (2) days). Note that it is possible to perform two (2) call periods during the same weekend, without complying with the above call duty rate.

### 12.13 SHIFTS IN EMERGENCY ROOM

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

Also, the resident shall never perform more than seven (7) consecutive shifts or, if he is performing night shifts, more than five (5) consecutive shifts, following which he shall benefit from forty-eight (48) hours’ mandatory leave.

### FMRQ Interpretation

This article governs the work conditions that must apply during a rotation in the emergency room. It limits the duration of the shift to 8 hours. Shifts can be broken down, depending on the department’s needs, among day, evening and night shifts, but the total number of shifts must not exceed 18 in a 28-day period.

**In addition, other rules must now be followed:**

1. after 7 day or evening shifts, you must have 48 hours off;
2. after 5 night shifts, you must have 48 hours off.

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

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

Also, you must have 8 hours’ rest after each shift (Article 12.14).

### 12.14 REST PERIOD

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

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<th>Article</th>
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| **12.15**
**CALL DUTY AT HOME** | 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. |
| **FMRQ Interpretation** | You may be on call at home a maximum of nine (9) times per 28-day period. No interval has to be maintained between call duty periods at home. These may be consecutive, provided the two weekends off are respected (see Article 12.18). |

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| **12.16**
**POST CALL AFTER HOME CALL DUTY** | 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. |
| **FMRQ Interpretation** | If you have worked at the hospital for at least 18 hours while on call duty at home, you may leave the establishment at the end of your call period and have a 24-hour post-call day without any clinical activities. You do not have to ask permission. |

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<th>Article</th>
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| **12.17**
**FREQUENT PRESENCE IN THE ESTABLISHMENT** | 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. |
| **FMRQ Interpretation** | To apply this article, we have to be able to prove that the presence of on-call residents was repeatedly required in the establishment. In that case, the establishment will have to alter the call schedule so that it complies with the restrictions provided for in the articles on call duty in an establishment, night call in an establishment and shifts in the emergency room. |

### WEEKEND

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| **12.18**
**WEEK END** | 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. |
| **FMRQ Interpretation** | The weekend, for the purposes of the collective agreement, is defined as: “The period of time extending from 17:00 on Friday until 22:00 on Sunday. For the purposes of Article 25.05, however, “weekend” means the period of time extending from 17:00 on Friday to 08:00 on Monday. Nevertheless, the resident whose daily work schedule ends no later than 20:00 on Friday is not thereby deemed to have worked that weekend.” This definition of “weekend” never varies. Thus, if a resident returns from vacation and the Monday is a statutory holiday, that day is not part of the weekend.  
You are entitled to two weekends off per 28-day period. This leave means you are exempted from any clinical activities, including weekend rounds. In addition, you may not work more than two weekends running, both within one period and between two periods. You must therefore advise the person drawing up your call schedule, in order to ensure conformity of the schedules during period changes. |
### MISCELLANEOUS

#### 12.19 RELEASE FROM CALL PRIOR TO EXAMINATION

The resident shall be released from his call duty 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.

**FMRQ Interpretation**

You are released from your call duty for the seven days preceding exams of the Royal College of Physicians and Surgeons of Canada (RCPSC), the College of Family Physicians of Canada (CFPC), and those of the Medical Council of Canada (MCC), which administers the LMCC exam. These are calendar days, so if you have an exam that starts on a Friday, you must be released from call duty from the previous Friday onward.

#### 12.20 LEAVE

When, pursuant to the Agreement, the resident benefits from leave, the total number of call periods and shifts performed by the resident during the same twenty-eight (28) day period shall be prorated downward to reflect the number of days’ leave during the said period.

**FMRQ Interpretation**

The number of call periods must be proportional to the number of days worked in a 28-day period. Note that if you work in a department that asks you to perform call duty in an establishment and night call in an establishment during the same period, the total number of call periods you will have to perform if you take leave during that period will have to be calculated for each type of call duty. Also, articles of the collective agreement regarding the rate of calls (article 12.09) and alternation between the call in an establishment and the night call in an establishment (article 12.10) must be adhered to.

**LEAVE OTHER THAN VACATION**

If you take a week’s leave other than vacation, notably a week’s conference or study leave in a 28-day period, you must not perform more than five (5) call periods in an establishment, fifteen (15) night calls in an establishment or seven (7) call periods at home. You are available to perform call duty for 23 days, or 28 days – 5 days’ leave = 23 days.

*The calculation method for determining the number of call periods you can be assigned is as follows:*

- X call periods in an establishment = (23 days available × 6 call periods in an establishment) / 28 days = 5 call periods
- X call periods at home = (23 days available × 9 call periods at home) / 28 days = 7 call periods
- X days of work = usual number of days worked (i.e., the number of shifts usually worked + the total number of office days + the total number of days of pedagogical activity, up to a maximum of 20 days) – 5 days’ leave

**VACATION**

Furthermore, if you take a week’s vacation, you must not perform more than four (4) call periods in an establishment, fourteen (14) night calls in an establishment or six (6) call periods at home, because you have to be released from your call duty on the weekend preceding and the weekend following your vacation. This means the number of days available for performing call duty is 19, or 28 days – (5 days’ vacation + 4 weekend days) and not 23 as in the previous example. The calculation method for determining the number of call periods you can be assigned is as follows:

- X call periods in an establishment = (19 days available × 6 call periods in an establishment) / 28 days = 4 call periods
- X night calls in an establishment = 20 calls – (5 days’ leave + 1 week end day) = 14 calls periods
- X call periods at home = (19 days available × 9 call periods at home) / 28 days = 6 call periods
- X days of work = usual number of days worked (i.e., the number of shifts usually worked + the total number of office days + the total number of days of pedagogical activity, up to a maximum of 20 days) – 5 days’ leave
12.21 CALL SCHEDULE

The call schedule shall be prepared by the establishment, through a resident whom it designates for that purpose; 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 person compiling it and by 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.

FMRQ Interpretation

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

In addition, the call schedule must be conveyed to the residents concerned and the Association on the Monday prior to the beginning of each period. In order to receive your schedule, it is important for you to make sure that the department in which you are performing your rotation has your email address. Also, please note that this list may be amended at any time by the establishment, either before or during the period, provided all the provisions set out in Article 12 are complied with.

12.22 NOT ENOUGH RESIDENTS

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.

FMRQ Interpretation

If the establishment imposes a tighter schedule for call duty in an establishment on you, that is, more than one call period every two days, claiming that there are not enough residents to comply with the call duty rate, it is in violation of Article 12.22 of the Agreement. The establishment alone is responsible for filling “gaps” in the call schedule, with non-residents where necessary. Should the establishment decide not to fill these “gaps,” this must not cause any extra workload for residents remaining on-site.

12.23 WORKLOAD

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 IRREGULARITY AND RIGHT OF REFUSAL

Any resident who is subject to an irregularity appearing in the call schedule shall not be required to comply with this irregularity, and his refusal shall not be cause for disciplinary measures to be taken against him.
12.25
PENALTY
FOR IRREGULARITY

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.

Penalties may be claimed in three different situations:

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

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

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

Note that the penalties are not given to the residents who performed irregular call duty, but are paid into a fund managed by the Federation.

12.26
CALL PREMIUM

The establishment shall pay the resident likely to have, in the course of a year, to provide call duty service, in addition to his salary and at the end of each twenty-eight (28) day period, the sum appearing in Appendix 1 as a call premium.

The call premium is payable to any resident likely to have to perform call duty during a year, that is, to all residents. The premium covers a 28-day period.

It was $213 between April 1, 2010 and March 31, 2011;
It was $408 between April 1, 2011 and March 31, 2012;
It has been $515 since April 1, 2012;
It will be $545 as of April 1, 2013; and
It will be $556 as of April 1, 2014.

Also, residents receive the premium during all leave paid for in full by the employer and provided for in the Agreement. Residents do not receive the call premium while on maternity leave, paternity leave and adoption leave subject to Quebec Parental Insurance Plan (QPIP) benefits, parental leave, unpaid leave or extended sick leave (from the 6th day onward).
## ARTICLE 13
### SCIENTIFIC AND PROFESSIONAL ACTIVITIES

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

#### 13.02 CONFERENCE LEAVE
Any resident shall have the right to attend, without loss of salary, one or more medical or scientific conferences of his choice, up to a total of ten (10) days per year.

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

**CARRY-OVER OF UNUSED CONFERENCE DAYS**
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.

The resident may carry over 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 over may not be converted to monetary compensation.

#### FMRQ Interpretation
The establishment may not refuse your request for release to attend a conference, unless your application was sent in late.

In addition, it is possible to defer 5 days’ unused conference leave to the following year. But if they are not taken the following year, they are lost and cannot be taken in monetary compensation.

#### 13.03 RELEASE FOR EXAMINATION AND ALDO-QUEBEC TRAVEL DAY
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.

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.

#### FMRQ Interpretation
You are released for your exams and to attend the ALDO-Quebec training activity on the legal, ethical and organizational aspects of medicine in Quebec, without having to deduct this day or these days from your study leave provided for in Article 13.05. There is no maximum number of days stipulated for this article. Also, if the exam is held more than 240 km from your rotation site, you are entitled to an additional 1 day’s paid leave, to be used for travelling to and from the exam venue.
The establishment shall release, without loss of or reduction in salary, the resident who attends a specialized study session or an examination or examinations in order to obtain one or more of the following certificates:

- Basic Cardiac Life Support (BCLS);
- Advanced Cardiac Life Support (ACLS);
- Advanced Traumatic Life Support (ATLS);
- Advanced Pediatric Life Support (APLS);
- Neonatal Pediatric Life Support (NPALS);
- Advanced Life Support in Obstetrics (ALSO).

The establishment shall pay, on the resident’s behalf, upon submission of supporting documents, the cost of registration and examinations for these sessions.

**FMRQ Interpretation**

The collective agreement stipulates that you may attend one of the specialized study sessions provided for in Article 13.04 if you ask to do so. You are not required to obtain written recommendation from a competent authority, but you must comply with the policies in effect in your establishment in doing so.

Note that the days used to attend these courses must not be deducted from your conference days (Article 13.02) or study days (Article 13.05). Registration and exam fees for these sessions are reimbursed by the employer. So you must provide the establishment—generally the Teaching Office—with the relevant supporting documents. The reimbursement will be added to your paycheque.

Each year, the establishment shall grant the resident leave with pay for seven (7) working days to prepare for a mandatory examination or examinations leading to a diploma, licence or certificate, provided this examination or these examinations are held within two (2) years.

The resident may carry over 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.

**FMRQ Interpretation**

You may take these seven days of leave if you are preparing for a mandatory exam leading to a diploma, licence or certificate, such as the exams of the College of Family Physicians of Canada (CFPC), Royal College of Physicians and Surgeons of Canada (RCPSC) or your university. For a mandatory formative exam, however, you may take study leave only if this exam is taken into consideration in your evaluation.

The exam entitling you to leave must take place within two years of the request. So, if your exam takes place in September 2014, you are entitled to ask for study leave starting in September 2012. Since the reference year runs from July 1 to June 30, you will be able to take seven days between September 2012 and June 2013, seven days during 2013-2014, and seven days between July and September 2014. For residents not doing a full year during 2013-2014, the number of study days will be proportional to the number of months worked in the year.

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

The exam days themselves fall under Article 13.03.
13.06 RELEASE FOR PEDAGOGICAL COMMITTEES

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.

13.07 LIBRARY

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.

13.08 ROTATION OUTSIDE QUEBEC

The establishment shall grant leave with pay to the resident who so requests to perform a rotation approved by the Collège at an unaccredited site outside Quebec.

This rotation of maximum duration of sixty (60) days for the resident registered in family medicine and one hundred and eighty (180) days for the resident registered in a specialty shall be previously recommended by the university authorities and approved by the Collège so as to enable the medical resident to acquire elective skills that are not very or not at all available in Quebec. Notwithstanding the foregoing, and following approval by the university authorities, the resident may, once during his residency, perform a rotation of a maximum of one (1) month in family medicine or three (3) months in a specialty, in order to acquire any other elective competency.

NOTICE

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.

TRAVEL AND LIVING EXPENSES

Furthermore, when he performs such a rotation, the resident may not receive reimbursement of his travel, accommodation and living expenses out of the amounts set forth in Article 19.05.

FMRQ

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

The Agreement stipulates that you can do two months’ rotation if you are registered in family medicine, and six months’ rotation in any other specialty. These permitted months of rotation have to be divided into two categories. First, one month’s rotation in family medicine or three months in any other specialty can be accepted, provided the rotation meets the condition of being “not very or not at all available in Quebec.” For the remaining months, i.e., one month in family medicine and three months in other specialties, the rotation has to be used in order to “acquire any other elective competency.”

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

**EVALUATION CRITERIA**

**ROTATION OUTSIDE QUEBEC “NOT VERY OR NOT AT ALL AVAILABLE IN QUEBEC”**

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

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

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

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

3. **The lack of resources justifies the fact that residents have to perform rotations outside Quebec.** For instance, it has happened that there were insufficient places in certain rotations, so it was agreed that a resident could perform this rotation outside the province.

**ROTATIONS OUTSIDE QUEBEC FOR ANY OTHER ELECTIVE COMPETENCY**

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

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

Note that no travel expenses can be granted for a rotation outside Quebec.
In addition, rotations outside Quebec that have been accepted will be paid and subject to the malpractice insurance coverage offered in Article 29 of the collective agreement. This insurance covers medical residents worldwide. In some countries, however, agreements are made so that residents benefit, on-site, from representation [click here to consult a list of such countries]. For those performing a rotation in a country not appearing on this list, you will be insured directly by your Quebec paying establishment. Thus, in the event of legal action, you will have to get in touch with your paying establishment. However, it is important to know that the MHSS wishes to exclude malpractice insurance coverage in countries that are not part of the list. We strongly recommend that you contact the FMRQ before you finalize the organisation of your rotation.

It is suggested that you send the documents and information below to the insurance branch (Direction des assurances) of the Health and Social Services Network (Réseau de la santé et des services sociaux, or DARSSS) in order to obtain an “Attestation of insurance coverage”:

- your name
- name of Quebec paying establishment
- name and address of the establishment outside Quebec
- duration of rotation [start and end dates]
- specialty
- copy of your training card
- a copy of the “Request for a rotation in a non accredited site, Quebec and outside Quebec” duly approved by the Collège des médecins du Québec.

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

13.09 TUTION FEES

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

The maximum amount of tuition fees you have to pay is $700. This way, the amount of tuition fees for residents remains fixed. Note that, even if the university raises its “associated fees,” you never have to pay more than $700. On the other hand, some of these “associated fees” are subject to an opting-out procedure. In that case, you will receive a bill for more than $700. It will be your responsibility to opt out of those fees.

The establishment shall pay the resident likely to have, 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 sum indicated in Appendix I as a teaching premium.

The teaching premium is payable to any resident likely to have to teach during a year, that is, to all residents. The premium covers a 28-day period.

It was $210 until March 31, 2012; it has been $212 since April 1, 2012; it will be $216 as of April 1, 2013; and it will be $220 as of April 1, 2014.

Also, residents receive the premium during all leave paid for in full by the employer and provided for in the Agreement. Residents do not receive the teaching premium while on maternity leave, paternity leave, adoption leave and parental leave subject to Quebec Parental Insurance Plan (QPIP) benefits, unpaid leave or sick leave (from the 6th day onward).
<table>
<thead>
<tr>
<th>ARTICLES</th>
<th>RIGHTS OF THE ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.01</td>
<td>RECOMMENDATION TO THE ESTABLISHMENT</td>
</tr>
<tr>
<td>14.02</td>
<td>RECOMMENDATION CONCERNING CALL DUTY</td>
</tr>
<tr>
<td>14.03</td>
<td>RECOMMENDATIONS ABOUT FACILITIES</td>
</tr>
</tbody>
</table>
ARTICLE 15
CHIEF RESIDENT AND ASSISTANT CHIEF RESIDENT

15.01 DESIGNATION
The totality of residents in an establishment shall designate the chief resident and his assistants, who shall then be appointed by the establishment.

15.02 SUPPLEMENT
The resident who is appointed by the establishment to perform the duties of a chief resident or assistant chief resident shall be entitled to the stipulated supplement for any period of time during which he is called upon to perform these duties.

FMRQ Interpretation
The chief resident’s and assistant chief resident’s supplements are listed in Appendix I of this Agreement. For chief resident duties, you will receive a supplement of:
- $510 until March 31, 2012;
- $515 as of April 1, 2012;
- $524 as of April 1, 2013; and
- $534 as of April 1, 2014.

For assistant chief resident duties, you will receive a supplement of:
- $371 until March 31, 2012;
- $375 as of April 1, 2012;
- $382 as of April 1, 2013; and
- $390 as of April 1, 2014.

A resident who is asked to perform chief resident or assistant chief resident duties must receive the supplement to which he is entitled, even if he has not been officially appointed by the establishment. He must therefore apply to the establishment’s Teaching Office for it. Moreover, if a resident is assigned assistant chief resident duties in an establishment other than his paying establishment, a person in authority at his rotation site (Teaching Office, person responsible for rotation or other individual) must forward the relevant information to the paying establishment in order to ensure that the supplement is paid.

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

15.03 DESCRIPTION OF DUTIES
Before asking a resident to perform the duties of chief resident or assistant chief resident, the establishment shall submit to the resident, in writing, a description of the duties pertaining to these positions and shall forward a copy to the Association. No resident shall be forced to perform these duties.
**ARTICLE 16**

**PROFESSIONAL RELATIONS COMMITTEE**

**16.01**
**COMMITTEE FORMED**

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

**16.02**
**MEMBERS**

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

**16.03**
**RESPONSIBILITIES**

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

**16.04**
**MEETINGS**

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

**16.05**
**RECOMMENDATION DEADLINE**

The Committee shall make its recommendations, as applicable, within thirty (30) days of its first meeting.
<table>
<thead>
<tr>
<th>ARTICLE 17</th>
<th>DISCIPLINARY MEASURES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>17.01</strong></td>
<td>Written admonitions, suspensions or dismissals shall be deemed to be disciplinary measures.</td>
</tr>
<tr>
<td><strong>17.02</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>17.03</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>17.04</strong></td>
<td>The decision to dismiss or suspend shall be conveyed in writing to the resident 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.</td>
</tr>
<tr>
<td><strong>17.05</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>17.06</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>17.07</strong></td>
<td>A resident who is subjected to a disciplinary measure may refer his case to the regular grievance and arbitration procedure, pursuant to Article 18.</td>
</tr>
<tr>
<td><strong>17.08</strong></td>
<td>In addition to the foregoing, the resident who has been suspended or dismissed may, simply by notifying one or other of the arbitrators designated in Article 18.10 and the establishment, request that his grievance be heard without delay.</td>
</tr>
<tr>
<td><strong>17.09</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>17.10</strong></td>
<td>Any decision of the arbitrator shall be submitted in writing and shall be forwarded under his authority to the parties.</td>
</tr>
<tr>
<td><strong>17.11</strong></td>
<td>In all cases of disciplinary measures, including suspensions and dismissals, the burden of proof shall rest with the establishment.</td>
</tr>
</tbody>
</table>
17.12 DISCIPLINARY NOTICE

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

17.13 DEADLINE FOR COMPLAINT

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

17.14 ADMISSION OF THE RESIDENT

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

## Article 18.01 Grievance

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

### FMRQ Interpretation

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

## Article 18.02 Deadline for Grievance

A grievance shall be subject to the following procedure: Any resident or the Association shall, within ninety (90) calendar days of taking cognizance of the fact giving rise to the grievance but within not more than twelve (12) months of the occurrence of the fact giving rise to the grievance, submit it in writing to the establishment, which shall reply in writing to the person submitting the grievance within the following ten (10) calendar days. A grievance pertaining to salary may be filed at any time, but it shall remain bound by the ninety (90) day and twelve (12) month deadlines specified in this article.

### FMRQ Interpretation

When you wish to file a grievance, we suggest you contact your Association or the Federation. They will help you draft the grievance, providing detail concerning the situation in dispute and specifying the corrective measure demanded. It is also possible that your Association may file the grievance itself. The grievance is then forwarded to the Director of Human Resources of your establishment. The grievance must be sent within 90 calendar days of the time when you become aware of the facts leading to the dispute. If these facts occurred more than 12 months ago, you may no longer file a grievance.

## Article 18.03

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

## Article 18.04 Deadline Calculation

The deadline shall be calculated from the date of the last event giving rise to the grievance.

## Article 18.05

No deadline other than those stipulated in this Agreement shall be applied with respect to a grievance.

## Article 18.06 Composition of Grievance

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

## Article 18.07 Resident’s Right

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 Deadline for Arbitration

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

### FMRQ Interpretation

Arbitration is a procedure which consists in asking a third party [arbitrator] to rule on a dispute which gave rise to the grievance. The individuals who do this work are listed in Article 18.10. The arbitrators, whose offices are in Quebec City or Montreal, generally travel to the different establishments. It can take from several months to as much as one year between the forwarding of a grievance to arbitration and the moment the arbitrator hands down his ruling. Note that only the Association can decide to take a grievance to arbitration, even if that grievance was filed on your behalf.

### 18.09 Agreement Between the Parties

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 Arbitrators

The establishment and the Association shall agree on the appointment of one of the arbitrators from the following list:

- Me Pierre Laplante (chief arbitrator)
- Me Francine Beaulieu
- Me Jean-Alain Corbeil
- Me André Dubois
- Me Nathalie Faucher
- Me Harvey Frumkin
- Me Francine Lamy
- Me Jean-Pierre Lussier
- Me André Matteau
- Mr Jean Sexton

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.

### FMRQ Interpretation

In the event of disagreement between the parties, the chief arbitrator will name one of the arbitrators appearing in the list in this article.

### 18.11 Call to Arbitration Hearing

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

### 18.12 Decision

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

### FMRQ Interpretation

The arbitrator’s ruling cannot be contested. It is final, without possible appeal.
### Arbitrator’s Fees and Expenses

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.

**FMRQ Interpretation**

- **18.13** Arbitrator’s Fees and Expenses
  - The arbitrator’s fees are paid by the party which loses the grievance. Thus, the Federation has to ensure, before deciding to take a grievance to arbitration, that this grievance will have a reasonable chance of success.

- **18.14** Power to Summon
  - The arbitrator shall summon the parties peremptorily if they do not agree to proceed within a reasonable timeframe.

- **18.15** Absence of Either Party
  - The arbitrator may proceed *ex parte* if either party does not appear on the day of arbitration.

- **18.16** Arbitrator’s Decision
  - 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** Monetary Decision
  - 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** Claim
  - 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** Arbitrator’s Powers
  - With respect to disciplinary matters, the arbitrator may confirm, change or rescind the decision of the establishment; he may, as applicable, replace it with a decision which he believes to be just and reasonable, taking into account all aspects of the case.

- **18.20** Multiple Grievances
  - The Ministry of Health and Social Services and the Federation, acting on behalf of its affiliated associations, may agree that one or more grievances filed locally are provincial in scope and may, accordingly, refer them to joint arbitration. The parties shall agree on the appointment of an arbitrator, in accordance with the procedure set out in Article 18.10.

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

- **18.21** Collective Grievance
  - If several residents taken collectively or the Association itself believe themselves wronged, the Association may submit a collective grievance following the procedure described above.

- **18.22**
  - In the case of a collective grievance, the group shall be represented by a person appointed by the Association.
ARTICLE 19

PARKING, TRAVEL, ACCOMMODATION
AND LIVING EXPENSES

19.01
PARKING
Each establishment shall provide a parking space for the resident. The establish-
ment shall agree to the Association’s request to meet in order to resolve any parking
safety issues.

19.02
CALL DUTY PARKING
Fees
During a call period (in an establishment or at home), 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.

FMRQ
Interpretation
Parking is free-of-charge during call duty. It is also free-of-charge, on weekdays,
during the day when call duty begins. In addition, it is free-of-charge when the
resident has to leave the establishment after 21:00.

19.03
REGULAR FEES
As a term of application of Article 19.01, the parties agree that the resident shall pay,
on a monthly basis, for his parking space at one-half (½) the rate determined for the
other doctors of the establishment. The establishment 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.

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

19.04
In the event that the resident has to go to another establishment to take a course, the
parties agree that he shall pay one-half (½) the visitor parking rate for his parking
space.

FMRQ
Interpretation
Each establishment has its own procedure for reimbursing parking fees. Check
with your establishment’s Teaching Office for further details.

19.05
REIMBURSEMENT
FOR ROTATIONS PAID
BY THE FMRQ
On July 1 each year, the Régie shall pay the Federation the sum of $600,000 in order
to defray the travel, accommodation and living expenses of all residents who, within
the framework of their training, are required to perform rotations more than fifty (50)
kilometres from their home establishment.

FMRQ
Interpretation
IMPORTANT NOTICE: The benefits listed below are not granted to residents who
perform all their rotations in a region other than the one in which the university
where they are registered is located or in an establishment outside Quebec.
Nor do they apply to residents registered in family medicine or a basic specialty
(general internal medicine, general surgery, obstetrics-gynecology, pediatrics,
anesthesiology or psychiatry) who perform a mandatory rotation in the regions.
In those cases, the expenses must be paid by the establishment under the
decentralized training program. See Article 19.08 for more information.
REIMBURSEMENT SCALES

The reimbursement scales for travel, accommodation and living expenses have been agreed upon by your associations and the Federation. Thus, residents performing one or more rotations in Quebec, in one or more establishments located at least 50 kilometres from their place of residence, can receive the following benefits: reimbursement of their travel, accommodation and living expenses.

Travel expenses: Travel expenses are reimbursed as follows: one return trip per 28-day period, at the rate of $0.43 per km (automobile) or with payment of transportation by train or bus. Air travel is reimbursed if the rotation is more than 800 km from the place of residence and the cost of the air ticket is less than the cost of using a car.

Additional return trips, at the rate of one per week, could be reimbursed if, at the end of the year, funds are still available in the budget allocated to the FMRQ, upon submission of supporting documents. An example of supporting documents: gas receipt from the place of residence that shows you returned there during your rotation.

Accommodation expenses: A sum of $580 per rotation period (28 days) is granted to residents performing rotations at least 50 km from their place of residence, except when the establishment provides accommodation. The FMRQ may also provide residents with accommodation instead of paying that sum.

Living expenses: Living expenses of $225 per rotation period (28 days) are granted, except when the establishment provides food. If the establishment provides food only partially, the resident’s reimbursement will be prorated so as to make up the difference, up to $225.

To obtain their reimbursement, residents must complete the reimbursement application form available on the FMRQ’s Web site (www.fmrq.qc.ca), have it signed by their program director and send it to the Fédération des médecins résidents du Québec as soon as their rotation is completed, or no later than one month after the end of the current academic year (July 30).

ELIGIBILITY CRITERIA

Mandatory rotation: a rotation required in order to obtain certification from the Royal College of Physicians and Surgeons of Canada (RCPSC) or in order to obtain a licence to practise from the Collège des médecins du Québec or certification in family medicine from the College of Family Physicians of Canada (CFPC). The mandatory rotation must not be performed in one of the establishments listed below.

A recommended elective rotation is included in residents’ postgraduate education program or is the subject of a written recommendation from their program director. This paid rotation must appear on residents’ training card in order for expenses to be reimbursed. The recommended elective rotation must not be available in one of the establishments listed below.

An elective rotation is a rotation listed on residents’ rotation card and has to be performed in Quebec. Expenses from this rotation are reimbursed, in whole or in part, insofar as funds are still available after reimbursement has been made for mandatory rotations and recommended elective rotations.
Residents’ place of residence is the region in which the university where they are registered is located:

**ESTABLISHMENTS WHERE NO REIMBURSEMENT IS PROVIDED FOR ROTATIONS**

**For residents from the McGill University and University of Montreal medical faculties**
- Establishments located on the Island of Montreal
- Establishments located in the City of Laval
- Charles Lemoine Hospital
- Centre hospitalier Le Gardeur
- Centre hospitalier Pierre-Boucher
- CLSC Saint-Hubert

**For residents from the University of Sherbrooke medical faculty**
- Centre universitaire de santé de l’Estrie
- Institut universitaire de géiatrie de Sherbrooke
- Clinique médicale Belvédère
- Clinique médicale Yimy
- Centre hospitalier Pierre-Boucher (for residents whose place of residence is Montreal)
- Charles Lemoine Hospital (for residents whose place of residence is Montreal)
- CLSC Gaston Lessard
- CLSC SOC
- CLSC Val Saint-François (Windsor-Richmond)

**For residents from the Laval University medical faculty in Quebec City**
- Centre hospitalier universitaire de Québec
- Centre hospitalier universitaire affilié de Québec
- Hôpital Laval
- Hôtel-Dieu de Lévis
- Centre hospitalier Chauveau
- Hôpital François-Charron
- Jeffery Hale Hospital
- Maison Michel Sarrazin
- PEPS
- Clinique médicale Saint-Louis
- Clinique d’ophtalmologie Richard
- Clinique Roy Rousseau
- Centre de coopération internationale en santé et développement
- Centre hospitalier Robert-Giffard

19.06 Notwithstanding the foregoing, the parties agree that the Régie’s first annual payment to the Federation shall be postponed to July 1, 2013, it being understood that the Federation will use for 2011-2012 and 2012-2013 all the accumulated surpluses. For 2013-2014, the Federation shall use the amount paid as well as the balance of the surplus, and shall reimburse the Régie at the end of the year, where applicable, for any amount not spent.
19.07 If the sums paid to residents by the Federation under Article 19.05 should exceed an amount of $600,000 annually, the Minister agrees to make up the difference without delay, upon request from the Federation and upon submission of supporting documents, up to a maximum of $700,000.

19.08 The aforementioned sum paid shall not include the amounts paid by the health and social services agencies under the decentralized postgraduate training program.

FMRQ Interpretation

Some 15 years ago, the MSSS set up a program of pre-doctoral and postgraduate training rotations. The purpose of the program is to permit the organization and performance of training rotations for medical students and residents in regions experiencing physician resource shortages, as designated by Ministerial Order 96-07 of November 28, 1996. Moreover, the government has in recent years agreed to fund rotations performed in other regions of Quebec. Your faculty will be able to tell you about these different rotation sites.

The Ministry thus aims to:
- allow the organization and performance of training rotations in the regions for medical students and residents in family medicine and basic specialties, including general surgery, internal medicine, pediatrics, anesthesiology, psychiatry and obstetrics-gynecology;
- foster recruitment in the regions by exposing future physicians to practice and life in those settings;
- enhance future doctors’ competency, particularly their clinical skills required for working in the regions;
- elicit dynamism from the medical teams in place in the regions.

WHO IS THE PROGRAM INTENDED FOR?
This program pays the travel, accommodation and living expenses for mandatory rotations performed in the regions for residents registered in the following programs:
- family medicine
- anesthesiology
- general surgery
- internal medicine
- obstetrics-gynecology
- pediatrics
- psychiatry
**WHAT ARE THE REIMBURSEMENT SCALES?**

The reimbursement scales vary from year to year. As an indication, we present the scales in effect as of March 2012. Current scales will be posted on the FMRQ’s Web site.

### For all residents:

<table>
<thead>
<tr>
<th>Expenses*</th>
<th>SCALES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Designated areas</td>
</tr>
<tr>
<td>Travel expenses**</td>
<td>1 return trip per rotation month at the rate of $0.43 per km</td>
</tr>
<tr>
<td>Accommodation expenses</td>
<td>Accommodation provided by the establishment.</td>
</tr>
<tr>
<td></td>
<td>If not provided, $580 per rotation month for accommodation.</td>
</tr>
<tr>
<td>Allowances</td>
<td>$325 per rotation month</td>
</tr>
<tr>
<td></td>
<td>$225 per rotation month</td>
</tr>
</tbody>
</table>

* To be eligible for reimbursement of these expenses, the resident must be established in the region for the duration of his rotation.

** Travel expenses are based on the distance in kilometres between the home university (or FMU if different) and the rotation site.

### For residents whose FMUs are outside university regions:

<table>
<thead>
<tr>
<th>Expenses*</th>
<th>SCALES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Designated areas</td>
</tr>
<tr>
<td>Travel expenses**</td>
<td>6 return trips per year at the rate of $0.43 per km</td>
</tr>
<tr>
<td>Accommodation expenses</td>
<td>Accommodation provided by the establishment or,</td>
</tr>
<tr>
<td></td>
<td>if not provided, $6,960 per year for accommodation***</td>
</tr>
<tr>
<td></td>
<td>Accommodation provided by the establishment or,</td>
</tr>
<tr>
<td></td>
<td>if not provided, $3,480 per year for accommodation</td>
</tr>
<tr>
<td>Allowances</td>
<td>4 allowances of $325 per year</td>
</tr>
<tr>
<td></td>
<td>For multi-site FMUs:</td>
</tr>
<tr>
<td></td>
<td>$325 per rotation month</td>
</tr>
<tr>
<td></td>
<td>for rotations performed in another component than the FMU’s main site.</td>
</tr>
<tr>
<td></td>
<td>4 allowances of $225 per year</td>
</tr>
<tr>
<td></td>
<td>For multi-site FMUs:</td>
</tr>
<tr>
<td></td>
<td>$225 per rotation month</td>
</tr>
<tr>
<td></td>
<td>for rotations performed in another component than the FMU’s main site.</td>
</tr>
</tbody>
</table>

* These travel expenses and allowances are paid by your FMU.

** Travel expenses are provided for travelling to the home university to attend academic activities.

*** For residents on rotation in a multi-site FMU, in addition to the allowance, you will be provided with accommodation by satellite establishments when you have to perform a rotation there.

 Residents performing rotations under the decentralized training program may not claim travel expenses from the FMRQ.
REIMBURSEMENT PROCEDURE
You must apply to the establishment where the rotation is performed. The establishment has to pay you before the end of your rotation.

It is only in October each year, however, that establishments are notified as to the budgets granted to them to reimburse travel, accommodation and living expenses. While the Federation does not endorse this practice, a number of establishments wait until they have their budgets before paying residents.

If you are in that situation, it is essential that you apply for reimbursement before leaving the establishment and that you make sure the establishment knows how to get in touch with you (mailing address, email address and telephone number).

FOR RESIDENTS PERFORMING ROTATIONS NOT COVERED BY THE PROGRAM
Note that, if the rotation performed is not covered by the MSSS’s decentralized training program, it may be covered under Article 19.05 of the FMRQ’s collective agreement (provided it takes place in Quebec). In that case, you will have to apply to the Federation for reimbursement. The form to this effect is available on the FMRQ’s Web site (www.fmrq.qc.ca).

19.09 JOINT EVALUATION COMMITTEE
The parties agree to establish a joint committee in order to evaluate, annually, the adequacy of the above-mentioned sum and ensure that the sums available in the decentralized postgraduate training program are paid to the residents who are entitled to it.

This committee shall also have the mandate to identify any decrease in or abolition of benefits with respect to travel, accommodation and living expenses currently provided for residents by the establishments.

The Minister agrees, where applicable, to make the required rectifications.
<table>
<thead>
<tr>
<th>ARTICLE 20</th>
<th>UNIFORM AND PAGING SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>20.01</strong></td>
<td><strong>UNIFORM</strong></td>
</tr>
<tr>
<td><strong>20.02</strong></td>
<td><strong>MAINTENANCE</strong></td>
</tr>
<tr>
<td><strong>20.03</strong></td>
<td><strong>PAGER</strong></td>
</tr>
</tbody>
</table>

**UNIFORM**

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

**MAINTENANCE**

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

**PAGER**

The establishment shall provide the resident who is on call with a digital pager. The resident shall not be responsible for damage to these devices, 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:

- **RESIDENT'S LOUNGE**
  - 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 a telephone, radio and television in good working order;
  - 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; this room, duly heated and well-ventilated, shall be maintained daily by the establishment. If this is impossible, effective until December 31, 2012, this room may be shared by a maximum of two [2] persons;
  - e. a full bathroom with shower (hot and cold water) and bath towels in sufficient quantity;
  - f. an individual mailbox;
  - g. any other additional facility which has been otherwise agreed to by the Association and the establishment.

- **CALL ROOM**
  - a. The lounge may not be used by other staff members or patients. If it is, a grievance may be filed to rectify the situation.
  - b. Your call room must be cleaned and the sheets changed every day, including weekends, and the room must be used by no more than 2 people until December 31, 2012. After that date, each resident must have his own room. In addition, this room may not be used by other staff members or patients, or as a treatment room during the day.
ARTICLE 22

MEALS

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

FMRQ Interpretation
The price of each meal must include a complete service, i.e., soup, main dish and dessert for lunch, supper and night-time meal. For breakfast, it must include a hot drink and main dish. The amounts must be equivalent to or higher than:
- Breakfast: $1.85
- Lunch: $4.20
- Supper: $4.20

As of April 1 each year, the cost of meals is increased in line with the percentage increase in nurses’ rates and salary scales.

22.02 HOT MEALS
The establishment shall provide residents with three 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 CALL DUTY PRICE
Meals provided for residents on call shall be free-of-charge in accordance with the administrative terms determined between the establishment and the Association.

22.04 LOCAL AGREEMENT
The Association and the establishment may agree to other more favourable arrangements.
## Article 23: Statutory Holidays

### Article 23.01 Statutory Holidays

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

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

### FMRQ Interpretation

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

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

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

Note that, for the purposes of applying this article, the year begins on July 1 and ends on June 30.

### Article 23.02 Distribution

When assigning call periods, the establishment shall divide the statutory holidays fairly among residents in the same department.

### Article 23.03 Taking Statutory Holidays

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.

### FMRQ Interpretation

Statutory holidays worked, by way of call duty in an establishment or call duty at home, may be accumulated at any time of the year.

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

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

For instance, if Monday, April 9, 2012 is a statutory holiday and you are on call
duty at home on Sunday, April 8, 2012, you will have the possibility of taking
your statutory holiday at a later date or of being paid for it, since part of your call
duty, i.e., between midnight and 08:00 Monday morning, lies within the statutory
holiday. Similarly, if you perform night call in an establishment on April 9, 2012
from midnight to 08:00 Monday morning, you will also have the possibility of taking
your statutory holiday at a later date or being paid for it.

Note, however, that if you perform two call duties at home in a row, on Sunday,
April 8 and Monday, April 9, you are deemed to have worked on one statutory
holiday only.

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

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

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

FMRQ Interpretation
The five days are paid days off, broken down as follows: the statutory holidays of the
Christmas period as determined by the establishment or standing in lieu of statutory
holidays (December 25, December 26, January 1 and, in some establishments, January 2),
and one or two other days off (statutory holidays worked or vacation).

Note that leave, within the meaning of the collective agreement, constitutes a
working day. Thus, in the event that five days’ leave is split by a weekend, that
weekend must be free of any clinical activity and must not be deducted from the
leave provided for in Article 23.06.

Traditionally, leave taken during the year-end holiday period—other than the
two Christmas statutory holidays and the two New Year’s statutory holidays—is
deducted from the resident’s bank of statutory holidays worked (often those you
have worked or intend to work during the year-end holiday period), in line with
Article 23.03. But this remains a tradition. If you would rather this leave were
deducted from your bank of vacation days instead, make sure you notify the es-
tablishment before the leave begins.
## Article 24: Compassionate Leave

### 24.01 Bereavement Leave

The establishment shall grant the resident:

- **a.** a five (5) calendar-day leave upon the death of his spouse or child;
- **b.** a three (3) calendar-day leave upon the death of the following members of his family: father, mother, brother, sister, stepfather, stepmother, or mother or father of the spouse, daughter-in-law and son-in-law;
- **c.** a one (1) calendar-day leave upon the death of a sister-in-law, brother-in-law and grandparent;
- **d.** when a death occurs as mentioned in the preceding subparagraphs, one (1) additional day for travel purposes if the funeral is held two hundred and forty (240) kilometres or more from his place of residence.

### FMRQ Interpretation

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

### 24.02 Leave for Marriage

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

### FMRQ Interpretation

The seven (7) days' leave for marriage or civil union include the day of the wedding or civil union. For your leave to be accepted, you must advise the establishment, generally the Teaching Office, no less than four (4) weeks before the wedding or civil union.

### 24.03 Monetary Provisions

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

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

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

### 24.04 Unpaid Leave

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

### FMRQ Interpretation

Generally speaking, if you want to be given unpaid leave, you must first request it from your program director. If your program director grants your request, it must then be submitted for final approval to the Associate Dean of your faculty of medicine. The granting of unpaid leave is governed by each faculty of medicine's internal policy.

For unpaid leave of less than one month, the insurance plans remain in effect. For a longer period, you must continue paying your premiums, and must pay the employer’s contribution as well, in order to maintain your coverage. To that end, please contact the FMRQ.

During your unpaid leave, you lose your student status, since you are no longer paying tuition fees. The Ministry of Education, Recreation and Sport (MELS), which manages the Quebec government’s loans and bursaries program, will be advised of this status change by your university, and this means you will lose your eligibility for that program.
In addition, the Regulation respecting Financial assistance for education expenses stipulates that you are entitled to a six-month grace period before making your first loan repayment. However, interest on this loan is calculated from the first day on which you lose your student status. You will receive a notice from your financial institution to that effect, asking you to establish the loan repayment schedule.

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

The reimbursement process will be stopped as soon as you return to work. To confirm your status, you must forward to the financial aid office of the Ministry of Education, Recreation and Sport (MELS) a form confirming that you have regained your student status. You will find this form at your university’s financial aid office.

**24.05**

**UNPAID LEAVE: RETURN**

Upon returning from the unpaid leave indicated in Articles 24.02 and 24.04, the resident shall resume his position and perform his rotation in accordance with the training card issued by the Collège, without prejudice to the continuation and completion of his training, with all rights and benefits provided for in the Agreement.

**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 fulfill obligations related to the care, health or education of his child or his spouse’s child, or owing to the state of health of his spouse, his father, his mother, a brother, a sister or one of his grandparents.

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

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

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

**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.

The Act respecting labour standards provides, in sections 79.8 to 79.15, for the possibility of extending unpaid leave taken for family reasons, including: serious illness of a child, spouse or parent; disappearance of a child; suicide of a child or spouse; or death of a child or spouse caused by or resulting from a criminal offence. In that case, you must notify the establishment and provide evidence for your absence.
### ARTICLE 25

#### ANNUAL LEAVE (vacation)

**25.01 VACATION: DURATION**

The resident shall be entitled to four (4) calendar weeks of paid annual vacation during the year of residency. This vacation shall be divisible and may be taken at any time upon agreement with the establishment, which may not refuse the request unless it is able to establish that granting this vacation would seriously hinder the provision of medical care normally provided by the medical group in which he is undergoing training.

The establishment shall send its written response within thirty days of a request for leave. Otherwise it is deemed to have been accepted.

**CARRY-OVER OF UNUSED VACATION DAYS**

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 over may not be converted to monetary compensation.

**FMRQ Interpretation**

It is always the establishment that has the burden of proof when vacation is refused. It is preferable to apply for vacation in writing, following your establishment’s set procedures. The article stipulates that if, within 30 days of your application, you have received no reply, the establishment is deemed to have agreed to your vacation.

You may, at your choice, carry forward to the following year up to 10 unused vacation days. But if they are not taken the following year, they are lost and cannot be taken in monetary compensation.

**25.02 TAKING VACATION**

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

**25.03 SPOUSES: PROVISIONS**

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

**25.04 MONETARY PROVISIONS**

The resident shall receive his annual vacation pay at the same time as the penultimate paycheque before he starts his annual vacation.

The normal deductions shall be made from his annual vacation paycheques.

**25.05 WEEKEND**

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

**FMRQ Interpretation**

The establishment must give you leave on the two weekends bracketing your vacation. Obviously, the weekends must immediately precede and follow the first and last day of vacation.

**25.06 SICKNESS: PROVISIONS**

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

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

### Maternity benefit:

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Maternity leave</strong> [21 weeks] (Art. 26.06 et seq.)</td>
<td>Weeks 1 to 18</td>
</tr>
<tr>
<td></td>
<td>Weeks 19 to 21</td>
</tr>
<tr>
<td><strong>Parental leave</strong> (Art. 26.41)</td>
<td>Weeks 22 to 25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>50 weeks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maternity leave</strong> [21 weeks] (Art. 26.06 et seq.)</td>
<td>Weeks 1 to 15</td>
</tr>
<tr>
<td></td>
<td>Weeks 16 to 21</td>
</tr>
<tr>
<td><strong>Parental leave</strong> (Art. 26.41)</td>
<td>Weeks 22 to 40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>40 weeks</td>
</tr>
</tbody>
</table>
### Paternity leave:

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
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</thead>
<tbody>
<tr>
<td><strong>Paternity leave</strong>&lt;br&gt; (Art. 26.28)</td>
</tr>
<tr>
<td><strong>Paternity leave</strong>&lt;br&gt; (Art. 26.29)</td>
</tr>
<tr>
<td><strong>Parental leave</strong>&lt;br&gt; (divisible between spouses)&lt;br&gt; (Art. 26.41)</td>
</tr>
<tr>
<td><strong>Parental leave</strong>&lt;br&gt; (divisible between spouses)&lt;br&gt; (Art. 26.41)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
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<tbody>
<tr>
<td><strong>Paternity leave</strong>&lt;br&gt; (Art. 26.28)</td>
</tr>
<tr>
<td><strong>Paternity leave</strong>&lt;br&gt; (5 weeks)&lt;br&gt; (Art. 26.29)</td>
</tr>
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</tr>
<tr>
<td><strong>Parental leave</strong>&lt;br&gt; (divisible between spouses)&lt;br&gt; (Art. 26.41)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
<th>QPIP SPECIAL PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption leave</td>
<td>Adoption leave</td>
</tr>
<tr>
<td>(Art. 26.33)</td>
<td>(Art. 26.33)</td>
</tr>
<tr>
<td>1 week</td>
<td>1 week</td>
</tr>
<tr>
<td>5 days paid at 100% by employer</td>
<td>5 days paid at 100% by employer</td>
</tr>
<tr>
<td>Adoption leave</td>
<td>Adoption leave</td>
</tr>
<tr>
<td>(divisible between spouses) (5 weeks) (Art. 26.34 et seq.)</td>
<td>(divisible between spouses) (5 weeks) (Art. 26.34 et seq.)</td>
</tr>
<tr>
<td>5 weeks</td>
<td>5 weeks</td>
</tr>
<tr>
<td>5 weeks’ QPIP adoption benefits (70%) + employer's allowance = 100% of usual salary</td>
<td>5 weeks’ QPIP adoption benefits (75%) + employer's allowance = 100% of usual benefit</td>
</tr>
<tr>
<td>Adoption leave</td>
<td>Adoption leave</td>
</tr>
<tr>
<td>(divisible between spouses) (Art. 26.41)</td>
<td>(divisible between spouses) (Art. 26.41)</td>
</tr>
<tr>
<td>Maximum</td>
<td>Maximum</td>
</tr>
<tr>
<td>7 weeks</td>
<td>23 weeks</td>
</tr>
<tr>
<td>7 weeks’ QPIP adoption benefits (70%)</td>
<td>23 weeks’ QPIP adoption benefits (75%)</td>
</tr>
</tbody>
</table>

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

**Total** 29 weeks, of which 28 are paid by the QPIP

### General provisions

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

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

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

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

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.

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 Human Resources and Social Development Canada (HRSDC) pursuant to the Employment Insurance Act.

The maximum insurable income is $64,000 per year. Any resident receiving a higher salary could have part of her benefits claimed back under one of the above-mentioned Acts.

The basic weekly salary shall be neither increased nor decreased by payments received under the Quebec Parental Insurance Plan or the Employment Insurance Plan.

“Basic weekly salary” means the resident’s regular salary, including responsibility supplements (chief resident and assistant chief resident supplements).

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

1. “Basic weekly salary” means the resident’s regular salary, including responsibility supplements.
SECTION II  Maternity leave

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

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

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

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

FMRQ Interpretation
The maximum duration of your maternity leave will be twenty-one (21) weeks if you are eligible for the QPIP, and twenty (20) weeks if you are not eligible. If you are not eligible for the QPIP, please consult the FMRQ.

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

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

You are not, however, entitled to QPIP parental benefits. As to the father, he is entitled to the five (5) days’ paternity leave provided for in Article 26.28. But he is not entitled to the five (5) weeks’ paternity leave giving access to paternity benefits.

Finally, if you have a pregnancy termination prior to the 20th week of pregnancy, you can take special leave and benefit from salary insurance in accordance with Article 26.26 b). The duration of this leave is determined by the medical certificate issued by your attending physician.

26.08  DISTRIBUTION OF LEAVE
The resident shall decide on the distribution of her maternity leave, before and after delivery. This leave shall be concurrent with the benefit payment period under the Act respecting parental insurance and shall begin no later than the week following the start of payments granted under the Quebec Parental Insurance Plan.

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

FMRQ Interpretation
You may begin your maternity leave starting in the 24th week of pregnancy. If, however, you wish to start your maternity leave before the 24th week of pregnancy, you cannot receive the QPIP benefit. You will therefore be on unpaid maternity leave during those weeks.
26.09 ELIGIBILITY
The resident shall be entitled to the totality of this maternity leave and all corresponding benefits, regardless of the time remaining in her employment.

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

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

In addition, when the resident is sufficiently recovered from the delivery and her child is hospitalized after having left the health establishment, the resident may suspend her maternity leave, upon agreement with the establishment, by returning to work for the duration of this hospitalization.

FMRQ Interpretation
Discontinuous maternity leave may be granted if your child is unable to leave the health establishment or has to be hospitalized. In both cases, you will be able to continue your maternity leave when your child returns home. The event must take place between the day of delivery and the 104th week following the week of delivery.

26.11 SPLITTING MATERNITY LEAVE
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 (RSQ, 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.

FMRQ Interpretation
The agreement stipulates that you may take unpaid leave if your child is hospitalized after its birth (26 weeks maximum). You may also take unpaid leave for a reason mentioned in sections 79.1 and 79.8 to 79.12. For the latter, contact the Fédération des médecins résidents du Québec for further information.

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

26.12 BENEFIT DURING SPLIT MATERNITY LEAVE
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.
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.

The type of unforeseen circumstance which can mean the resident is exempted from the notification includes high-risk pregnancy, accompanied by sudden bleeding requiring her to be confined to bed.

The resident who has accumulated twenty (20) weeks’ service and is eligible for benefits under the Quebec Parental Insurance Plan shall also be entitled to receive, during the twenty-one (21) weeks of her maternity leave, a benefit equal to the difference between ninety-five per cent (95%) of her basic weekly salary and the amount of the maternity or parental benefits she is receiving, or would be receiving if she applied for them, under the Quebec Parental Insurance Plan.

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

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

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

- Be a paid worker residing in Quebec at the start of the benefit period;
- Be a paid worker whose insurable income is at least $2,000, regardless of the number of hours worked. Income is estimated over a 52-week reference period;
- There is no minimum number of hours that has to be worked;
- The maximum insurable income is $64,000 per year.

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.
The QPIP offers two types of plans: the basic plan and the special plan. Note that, once you have chosen a plan type, it cannot be changed. The choice of plan is determined by the first of the two parents receiving benefits, and must be maintained both during maternity and paternity leave and during parental leave.

**QPIP basic plan:**

<table>
<thead>
<tr>
<th>QPIP BASIC PLAN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maternity leave (21 weeks) (Art. 26.06 et seq.)</td>
<td>Weeks 1 to 18</td>
</tr>
<tr>
<td></td>
<td>Weeks 19 to 21</td>
</tr>
<tr>
<td>Parental leave (Art. 26.41)</td>
<td>Weeks 22 to 25</td>
</tr>
<tr>
<td></td>
<td>Weeks 26 to 50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>50 weeks</td>
</tr>
</tbody>
</table>

**QPIP special plan:**

<table>
<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maternity leave (21 weeks) (Art. 26.06 et seq.)</td>
<td>Weeks 1 to 15</td>
</tr>
<tr>
<td></td>
<td>Weeks 16 to 21</td>
</tr>
<tr>
<td>Parental leave (Art. 26.41)</td>
<td>Weeks 22 to 40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>40 weeks</td>
</tr>
</tbody>
</table>

In both cases (general plan and special plan), to receive 95% of your salary throughout your maternity leave, it is mandatory to make both the maternity leave application and the parental leave application to the QPIP. The applications may be made through the QPIP Web site at www.rqap.gouv.qc.ca.

Residents wishing to continue parental leave after the 21 weeks of maternity leave should consult Article 26.41 for further information.
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:

**Waiting Period**

*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;

**Allowance Additional to Employment Insurance**

*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.

**Calculation of Additional Allowance**

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.

**Maternity Leave Allowance**

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 HRSDC 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 HRSDC, as if she had received Employment Insurance benefits during that period.

There are three basic conditions for entitlement to the benefits provided for in this article: (1) you must not be eligible for the Quebec Parental Insurance Plan; (2) you must have completed 20 weeks’ service in the public or parapublic sector within the past 12 months; and (3) you must also be eligible for Employment Insurance benefits.

For information on Employment Insurance, you may consult the Human Resources and Skills Development Canada Web site at www.servicecanada.gc.ca/eng/lifeevents/baby.shtml:

HRSDC provides for maternity leave benefits for a period of 17 weeks, with the first 2 weeks actually being waiting-period weeks. So the establishment will pay the stipulated benefit, i.e., 95% of your basic weekly salary, for the two weeks of the waiting period. It will then pay the difference between the HRSDC benefit paid and 95% of the basic weekly salary. For the last 3 weeks of maternity leave provided for in the Agreement, parental leave benefits must be applied for. The establishment will therefore pay the difference between the amount of the parental leave benefit and 95% of the salary. Note also that you benefit from salary range increases and the statutory increase that come into effect during your maternity leave.
26.16
INELIGIBILITY FOR QPIP AND EMPLOYMENT INSURANCE

The resident ineligible for Quebec Parental Insurance Plan and Employment Insurance Plan benefits shall also be excluded from benefiting from any allowance provided for in Articles 26.14 and 26.15.

Nevertheless, the resident who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-five per cent (95%) of her basic weekly salary, for twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

FMRQ Interpretation

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

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

It is possible for the twelve (12) weeks’ benefit paid by the employer to be considered insurable pay for the purposes of calculating QPIP benefits. Please get in touch with the FMRQ if you have any questions.

26.17
PAYMENT OF ALLOWANCE DURING VACATION

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 Social Solidarity or by HRSDC 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 (RSQ, 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.
a. You cannot receive QPIP benefits or Employment Insurance benefits and vacation pay for the same week during maternity leave. You may take your vacation before your maternity leave begins or postpone it until the end of your maternity leave if you do not wish to be penalized.

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

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

26.18
FRINGE BENEFITS DURING MATERNITY LEAVE

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

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

26.19
DEFERRAL OF VACATION

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

26.20
DELIVERY DATE DELAYED EXTENSION OF MATERNITY LEAVE

If the birth takes place after the expected date, the resident shall be entitled to an extension of her maternity leave equal to the period she was overdue, unless she already has at least two (2) weeks’ maternity leave available to her after the birth.

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

During these extensions, the resident shall be deemed to be on unpaid leave and shall receive no allowance or benefit from the establishment. The resident shall receive the benefits provided for in Article 26.18 for the first six (6) weeks of extension of her leave only, and subsequently she shall receive those mentioned in Article 26.42.
In addition to the situations described in Article 26.10 (discontinuous maternity leave) and 26.11 (split maternity leave), this paragraph permits, when your own or your child’s health requires it, a six-week unpaid extension of maternity leave. During the first six weeks of this unpaid leave, you will continue to accumulate vacation, sick leave, conference days and study days, and you keep your insurance coverage.

Between the 6th and 52nd weeks of unpaid leave, you must maintain your drug insurance coverage by paying your share, as required by the law. For the optional insurance, you can decide to keep it by paying both your own and your employer’s shares of the premiums.

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.

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.

Article 26.06 establishes maternity leave at 21 weeks. Moreover, Article 26.48 stipulates that an application must be made in writing at least three weeks before the end of the maternity leave to receive unpaid leave following maternity leave.

It is important to note that a resident who does not report for work on the scheduled date is deemed to have resigned, and therefore loses her residency position.

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.

This article guarantees you a residency position on your return from maternity leave.
Special leave during pregnancy and breastfeeding

TEMPORARY REASSIGNMENT AND SPECIAL LEAVE

26.24

PREVENTIVE REMOVAL: TEMPORARY REASSIGNMENT

The resident may request temporary reassignment to another rotation in accordance with the training card issued by the Collège in the following cases:

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

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

MEDICAL CERTIFICATE

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

NOTICE TO THE FEDERATION

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

SPECIAL LEAVE IF NOT REASSIGNED

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

ALLOWANCE

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

CSST ALLOWANCE

Upon written request to that effect, however, the establishment shall pay the resident an advance on the allowance payable on the basis of anticipated payments. If the CSST 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 CSST’s decision or to contest that decision before the Commission des lésions professionnelles, the repayment shall not be demanded before the CSST’s administrative review decision or, where applicable, the decision by the Commission des lésions professionnelles is handed down.

FMRQ Interpretation

If your work involves potential or real dangers for your own or your child’s health, you may ask your program director for a change of rotation. To do so, you must submit a medical certificate. If your request is denied, you may apply to the CSST for special leave (preventive removal).

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

On this certificate, your attending physician must define the working conditions which involve physical danger for you and your unborn child. He must also set the date on which this leave begins to apply.
To facilitate the steps you must take to change rotations, you may have the CSST certificate completed by your attending physician and use it to make the request to your program director. If this request is denied, you will already have the document you need to make your benefit claim to the CSST, subject to validation of the certificate.

In fact, your attending physician will have to consult your establishment’s health service physician in order to validate the preventive removal application. You will then be on preventive removal at home until the establishment can find you another rotation or until the fourth (4th) week preceding the delivery date, when your maternity leave will begin. In that case, you will have to redo that portion of the rotation or rotations which you have not performed.

**CSST CLAIM**

It is your responsibility to make a CSST benefit claim by sending in your above-mentioned preventive removal certificate or reporting to a CSST office with the document in question. If you wish to speed up the review of your file, it is preferable to report to a CSST office in person. Here is an example of payment of benefits on preventive removal:

- for the five working days following the preventive removal, you will receive your usual salary from the establishment;
- for the next 14 calendar days, the establishment will pay you 90% of your net salary (i.e., your gross salary, less deductions for income tax, pension plan and Employment Insurance);
- subsequently, until you return to work or until the fourth (4th) week preceding the expected delivery date, the CSST will pay you 90% of your net income.

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

For further information on the *For a Safe Maternity Experience Program*, you may consult the following Web site:

From the start of your pregnancy, you must not work more than eight (8) hours per day when you are not on call.

From the 20th week of pregnancy, you may demand to be relieved of your call duty, both at home and in an establishment.

Pregnant residents working in the emergency room must be exempted from evening and night shifts from the 20th week of pregnancy. They must also have two (2) straight days off per week. Note, however, that with the exception of the two (2) weekends off, these days do not necessarily have to be a Saturday and a Sunday.

We remind you that you do not have to ask anyone for permission, but you must notify your program director and agree with him as to the details that will enable you to fulfill the objectives of the current rotation.

In some cases, it is possible that your program director may, on academic grounds, require you to redo part or all of the call duty not performed during your pregnancy. Should that be the case, we remind you that, nevertheless, such call duty must be redone in compliance with Article 12 of the collective agreement as to the number and frequency of call duty periods per 28-day period.

<table>
<thead>
<tr>
<th>26.26</th>
<th>SICK LEAVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>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;</td>
</tr>
<tr>
<td>b.</td>
<td>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;</td>
</tr>
<tr>
<td>c.</td>
<td>in the case of pregnancy-related visits to a health professional, covered by a medical certificate or a written report signed by a midwife.</td>
</tr>
</tbody>
</table>

| a. | The first five days of special leave will be paid from your sick leave bank. From the sixth day, you will receive salary insurance benefits. You must specifically apply to the establishment for this special leave, otherwise you will be considered to be on authorized but unpaid leave. The sick leave will end the 4th week before the expected delivery date. |
| b. | In that case, you will use your sick leave days as well as salary insurance. The duration of the special leave will be determined by your attending physician. You must specifically apply to the establishment for this special leave, otherwise you will be considered to be on authorized but unpaid leave. |
| c. | See the comments following Article 26.27. |

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.

<table>
<thead>
<tr>
<th>26.27</th>
<th>VISIT TO A HEALTH PROFESSIONAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>For pregnancy-related visits to a health care professional, you may receive up to four days’ leave, which will be paid to you as if you were at work. This leave has no effect at all on your sick leave bank. Once this leave is exhausted, you may, as required, enjoy the benefits of the sick leave or salary insurance plan for visits to a health care professional.</td>
<td></td>
</tr>
</tbody>
</table>
PATERNITY LEAVE

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

QPIP basic plan:

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

* The number of weeks of parental leave available will be reduced by the number of weeks taken by the mother.

QPIP special plan:

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

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

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

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

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

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

FMRQ Interpretation
This leave is in addition to the 5 days’ leave provided for in Article 26.28. Note that this leave has to be taken consecutively, except when you suspend your leave because your child is seriously ill or has been the victim of a criminal act.

The male resident or female resident spouse may, during all or part of this leave, receive benefits under the Quebec Parental Insurance Plan and a supplement from the employer. That way, you will be able to maintain your full income.
26.30
EMPLOYER’S ALLOWANCE

During the paternity leave provided for in Article 26.29, the resident 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
INELIGIBILITY FOR QPIP AND EMPLOYMENT INSURANCE

The resident who is not eligible for paternity benefits under the Quebec Parental Insurance Plan and to paternity benefits under the Employment Insurance Plan shall receive, during the paternity leave provided for in Article 26.29, a benefit equal to his basic weekly salary.

FMRQ Interpretation

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

26.32
VACATION DURING PATERNITY LEAVE

Paragraphs a) and b) of Article 26.17 shall apply to the resident who receives the benefits provided for in Articles 26.30 or 26.31, by making the necessary changes.

FMRQ Interpretation

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

**QPIP basic plan:**

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<thead>
<tr>
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<tr>
<td>Adoption leave</td>
<td>1 week</td>
</tr>
<tr>
<td>(Art. 26.33)</td>
<td>5 days paid at 100% by the employer</td>
</tr>
<tr>
<td>Adoption leave</td>
<td>5 week</td>
</tr>
<tr>
<td>(divisible between spouses) (5 weeks) (Art. 26.34 et seq.)</td>
<td>5 weeks’ QPIP adoption benefits (70%) + employer’s allowance = 100% of usual salary</td>
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<td>Adoption leave</td>
<td>Maximum 7 weeks</td>
</tr>
<tr>
<td>(divisible between spouses) (Art. 26.41)</td>
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<td>Total</td>
<td>38 weeks, of which 37 are paid by the QPIP</td>
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### QPIP special plan:

| Adoption leave (Art. 26.33) | 1 week | 5 days paid at 100% by the employer |
| Adoption leave (divisible between spouses) (5 weeks) (Art. 26.34 et seq.) | 5 weeks | 5 weeks’ QPIP adoption benefits (75%) + employer’s allowance = 100% of usual salary |
| Adoption leave (divisible between spouses) (Art. 26.41) | Maximum 23 weeks | 23 weeks’ QPIP adoption benefits (75%) |
| **Total** | **29 weeks, of which 28 are paid by the QPIP** |

### ADOPTION LEAVE AND PRE-ADOPTION LEAVE

The resident shall be entitled to paid leave of a maximum of five (5) working days’ duration on the occasion of the adoption of a child other than his spouse’s child. This leave may be discontinuous, and may not be taken after the expiry of fifteen (15) days after the child goes home.

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

### FMRQ Interpretation

This week’s leave is added to the leave provided for in Article 26.34 and is paid in full by your employer. But, if you wish to add vacation time to your adoption leave, make sure you clearly identify to your establishment the adoption leave days and the days on which you will be on vacation, since you are not entitled to adoption leave when you are on vacation.

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

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

For the resident ineligible under the Quebec Parental Insurance Plan, the leave shall be taken after the child’s placement order or its equivalent with respect to an international adoption in accordance with the adoption regime or at another moment agreed upon with the establishment.
Eligibility for QPIP benefits begins no earlier than during the week in which the child arrives at a parent’s home with a view to its adoption.

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

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

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

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

Please note, however, that the five-week leave for adoption does not apply when you adopt your spouse’s child.

During the adoption leave provided for in Article 26.34, the resident 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.

When you take adoption leave, you will receive the QPIP or Employment Insurance benefit, as the case may be, and an employer’s allowance equivalent to the difference between the QPIP benefit and 100% of your salary. So you will not notice any reduction in salary during that period.

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

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

If you are not eligible for QPIP or Employment Insurance benefits, the establishment will pay you, for five (5) weeks, an allowance equal to 100% of your salary.
26.37 Adoption Leave: Spouse’s Child

The resident who adopts his spouse’s child shall be entitled to leave of a maximum duration of five (5) working days, of which only the first two (2) days shall be paid. This leave may be discontinuous and may not be taken after the expiry of fifteen (15) days following submission of the application for adoption.

26.38 Vacation During Adoption Leave

Subparagraphs a) and b) of Article 26.17 shall apply to the resident receiving the allowance provided for in Article 26.35 or 26.36, by making the necessary changes.

26.39 Unpaid Leave for Adoption Outside Quebec

The resident 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.

FMRQ Interpretation

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

Please note, however, that this leave does not apply when you adopt your spouse’s child.

26.40 Return to Work

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

FMRQ Interpretation

This article confirms that you have a residency position on your return from adoption leave.
26.41 UNPAID LEAVE

UNPAID LEAVE AND PARTIAL UNPAID LEAVE

a. The resident shall be entitled to one of the following types of leave:
   1. unpaid leave of a maximum duration of two (2) years immediately following the maternity leave provided for in Article 26.06;
   2. unpaid leave of a maximum duration of two (2) years immediately following the paternity leave provided for in Article 26.29. Nevertheless, the duration of the leave shall not extend beyond the 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 125th week following the child goes home.

b. 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.

52 WEEKS’ UNPAID LEAVE

The resident who does not take the leave provided for in subparagraph a) may benefit, following the birth or adoption of his child, from unpaid leave of no more than fifty-two (52) continuous weeks that begins at the moment determined by the resident and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after the child was entrusted to him.

PARTIAL UNPAID LEAVE

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.

MODIFICATION TO UNPAID LEAVE

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.
2 YEARS’ UNPAID LEAVE
You are entitled to unpaid leave as an extension of maternity, paternity or adoption leave. This unpaid leave is for a maximum duration of two years and may be split between the spouses, provided you are both residents. It is important to stress that the unpaid leave must directly follow the maternity, paternity or adoption leave.

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

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

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

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

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

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

52 WEEKS’ UNPAID LEAVE
In lieu of the foregoing, you may choose to take unpaid leave of no more than fifty-two (52) weeks, taken at the time of your choosing, within the seventy (70) month period following the birth or adoption of the child. This leave must be continuous and may not be split into two or more periods totalling fifty-two (52) weeks. Nor may it be taken part-time. Like the two-year unpaid leave, this leave cannot be granted if you adopt your spouse’s child. In order to be granted, this leave must be applied for at least two weeks before the beginning of the unpaid leave.

QPIP BENEFITS DURING THE PARENTAL OR ADOPTION LEAVE
During the unpaid leave provided for in this article, you may obtain a parental or adoption leave benefit, as applicable, through the Quebec Parental Insurance Plan. Here, too, two (2) types of plans are in effect, and the choice of plan is determined by the first of the two parents to receive benefits. Note that this choice cannot subsequently be changed. Parental leave benefits and adoption leave benefits may be taken in full by one of the spouses, or be divided between them. In addition, the other parent of the child could also decide to take part of the parental leave benefit during the mother’s maternity leave.
## FMRQ
**Interpretation**

### Maternity leave:

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

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<thead>
<tr>
<th>QPIP SPECIAL PLAN</th>
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</thead>
<tbody>
<tr>
<td><strong>Maternity leave</strong></td>
</tr>
<tr>
<td>[21 weeks]</td>
</tr>
<tr>
<td>(Art. 26.06 et seq.)</td>
</tr>
<tr>
<td><strong>Weeks 1 to 15</strong></td>
</tr>
<tr>
<td>15 weeks’ QPIP maternity benefits (75%) + employer's allowance = 95% of usual salary</td>
</tr>
<tr>
<td><strong>Weeks 16 to 21</strong></td>
</tr>
<tr>
<td>6 weeks’ QPIP parental benefits (75%) + employer’s allowance = 95% of usual salary</td>
</tr>
<tr>
<td><strong>Parental leave</strong></td>
</tr>
<tr>
<td>(Art. 26.41)</td>
</tr>
<tr>
<td><strong>Weeks 22 to 40</strong></td>
</tr>
<tr>
<td>19 weeks’ QPIP parental benefits (75%)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
<tr>
<td>40 weeks</td>
</tr>
<tr>
<td>(21 weeks x 95%) + (19 weeks x 75%) = average of 84.8% of your regular income over a 40-week period</td>
</tr>
</tbody>
</table>
## Paternity leave:

<table>
<thead>
<tr>
<th>Details</th>
<th>QPIP BASIC PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paternity leave [Art. 26.28]</td>
<td>1 week</td>
</tr>
<tr>
<td>Paternity leave [Art. 26.29]</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Parental leave (divisible between spouses) [Art. 26.41]</td>
<td>Maximum 7 weeks*</td>
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<td></td>
<td>Maximum 25 weeks*</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>38 weeks, of which 37 are paid by the QPIP</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Details</th>
<th>QPIP SPECIAL PLAN</th>
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</thead>
<tbody>
<tr>
<td>Paternity leave [Art. 26.28]</td>
<td>1 week</td>
</tr>
<tr>
<td>Paternity leave [5 weeks] [Art. 26.29]</td>
<td>3 weeks</td>
</tr>
<tr>
<td></td>
<td>2 weeks</td>
</tr>
<tr>
<td>Parental leave (divisible between spouses) [Art. 26.41]</td>
<td>Maximum 25 weeks*</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>29 weeks, of which 28 are paid by the QPIP, plus a possible 2 weeks’ unpaid leave</strong></td>
</tr>
</tbody>
</table>

* The number of weeks’ parental leave available will be reduced by the number of weeks taken by the mother.
**Adoption leave:**

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</thead>
<tbody>
<tr>
<td><strong>QPIP BASIC PLAN</strong></td>
<td>1 week</td>
<td>5 days paid at 100% by employer</td>
<td>5 weeks’ QPIP adoption benefits (70%) + employer’s allowance = 100% of usual salary</td>
<td>38 weeks, of which 37 are paid by the QPIP</td>
</tr>
<tr>
<td></td>
<td>5 weeks</td>
<td>7 weeks</td>
<td>Maximum 7 weeks</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum 25 weeks</td>
<td></td>
</tr>
</tbody>
</table>

| **QPIP SPECIAL PLAN** | 1 week | 5 days paid at 100% by employer | 5 weeks’ QPIP adoption benefits (75%) + employer’s allowance = 100% of usual salary | 29 weeks, of which 28 are paid by the QPIP |
| | 5 weeks | | Maximum 23 weeks | |
| | | | | |

26.42 **PARTICIPATION IN INSURANCE PLANS DURING UNPAID LEAVE**

During the unpaid leave provided for in Article 26.41, the resident shall continue to participate in the drug insurance plan that is applicable to him by paying his share of the premiums for the fifty-two (52) weeks of the leave and the totality of the premiums for subsequent weeks. In addition, he may continue to participate in the optional insurance plans that are applicable to him by so requesting at the start of the leave and paying the totality of the premiums.

**FMRQ Interpretation**

During the first 52 weeks of unpaid (parental) leave, you must continue to pay your drug insurance premiums. If your leave extends beyond 52 weeks, you can maintain this coverage, but you will have to pay both your own and your employer’s shares of your premiums.

For the optional insurance, if you wish to maintain your coverage, you will have to pay both your own and your employer’s shares of the premiums during your unpaid leave.
The following procedures shall apply to unpaid leave:

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

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

You may, at the end of your maternity leave and before your parental leave begins, decide to have yourself paid for your current year’s vacation. But if you have vacation carried forward from the previous year, this vacation may not be taken in monetary compensation.

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.

Although parental leave has to be taken directly after maternity leave, paternity leave or adoption leave, you can take your vacation before starting your parental leave.

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.

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.

Unpaid leave for parental responsibility has to be requested at least three weeks before the leave begins.

Under the law, you have to maintain your subscription to a group insurance plan, if you have the possibility of doing so. You will therefore have to continue paying your drug insurance premiums during this unpaid leave. But the situation is different for the optional insurance plans (sickness, life and supplementary), because you can choose whether to keep them or not. If you decide to maintain them, you must then pay both your own and the employer’s shares of the premiums.
MISCELLANEOUS PROVISIONS

ADVANCE NOTICE

26.47 For paternity and adoption leave:
   a. The leave provided for in Articles 26.28 and 26.33 shall be preceded, as early as
      possible, by notice from the resident to his establishment;
   b. The leave contemplated in Articles 26.29 and 26.34 shall be granted following
      advance written notice of at least three (3) weeks. This period may, however, be
      shorter if the birth takes place before its expected date.

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

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

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

FMRQ Interpretation

The paternity leave and adoption leave of 5 days’ duration have to be requested
from the establishment as early as possible, but there is no prescribed timeframe
in the Agreement to that effect. On the other hand, the paternity leave and adoption
leave of 5 weeks’ duration paid by the QPIP have to be requested at least three
weeks before the leave begins, except when the birth takes place before the
expected date.

26.48 LEAVE APPLICATION

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

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

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

26.49 NOTICE OF EXPIRY OF ADOPTION LEAVE

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

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

EXTENSION, SUSPENSION AND SPLITTING

26.50 SUSPENSION OF PATERNITY LEAVE OR ADOPTION LEAVE

When his child is hospitalized, the resident may suspend his paternity leave provided
for in Article 26.29 or his adoption leave provided for in Article 26.34, upon agreement
with the establishment, by returning to work for the duration of this hospitalization.
At the resident’s request, the paternity leave provided for in Article 26.29, adoption leave provided for in Article 26.34 or full-time unpaid leave provided for in Article 26.41 may be split into weeks prior to the expiry of the first fifty-two (52) weeks.

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

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

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

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**FMRQ Interpretation**

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

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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.

---

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.

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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.

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Any allowance or benefit contemplated under this article of which payment began prior to a strike shall continue to be paid during that strike.
In the event of amendments to the Quebec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards with regard to parental rights, the parties shall meet to discuss the potential implications of these amendments on the current parental rights plan.

The Quebec government places at future/new parents’ disposal a comprehensive Web site on all topics in any way related to pregnancy and the birth or adoption of a child, at: www.naissance.info.gouv.qc.ca.

ACADEMIC ASPECTS

CHANGING THE ORDER OF ROTATIONS
There is little literature concerning the risks associated with pregnancy during residency. The residency work environment may, however, be said to involve a number of risks for the health of the mother and child.

These factors are heavy metals, organic solvents, anesthetic gases, infection, radiation and certain factors, such as the standing position, long work hours, stress and varied work shifts.

It is recognized that these risk factors can lead to a number of health problems: sexual dysfunction, sterility, genetic or chromosomal defect, intra-uterine growth retardation, spontaneous abortion, foetal death, premature birth, congenital defect, behavioural problems and certain infant cancers or other diseases. A higher incidence of toxemia, anemia, placental infarct and underweight babies is also reported, especially among residents in obstetrics, surgery, anesthesiology and radiology. Since the intensity of the above risk factors varies enormously from one rotation to another, it is up to you to talk with your program director in order to alter, if necessary, the order of rotations during your pregnancy.

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

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

- **For family medicine exams**: You are eligible to sit the exam during the last six months of your training.
- **For specialty exams**: You must have completed all the rotations in the residency program in accordance with the requirements of the Collège and the RCPSC, no later than February 28 to sit the exam the previous fall, or no later than December 31 to sit the exams the previous spring.
TUITION FEES DURING MATERNITY, PATERNITY, ADOPTION OR PARENTAL LEAVE
Payment of tuition fees during maternity leave varies from one university to another. Here are the procedures for each university:

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

University of Montreal
Tuition fees are calculated on a semi-annual basis. It is, however, possible to make different arrangements with the faculty for payment of tuition fees during a leave. You should contact the office of the Associate Dean for Postgraduate Medical Education to advise them of the expected date of the leave and discuss a possible arrangement.

STUDENT LOANS
During your maternity leave or parental leave, you can defer repayment of your student loan contracted under the Quebec government’s loans and bursaries program for a period of twelve (12) months for the mother (four (4) months during pregnancy and eight (8) months after the birth of the child) and for a period of eight (8) months for the father.

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

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

Quebec tax benefits
Quebec’s pensions board (Régie des rentes du Québec) administers the Child support measure, which stems from Quebec’s family policy. This measure has two components: payment of support for children, which provides financial assistance for all eligible families with a dependent child aged under 18, and the supplement for handicapped children, intended for parents who have a dependent disabled child. It is not necessary to apply for payment of child support when a child is born in Quebec. A parent reporting the birth of his child to the Director of Civil Status is registered automatically. For further information, please consult the Quebec government’s site at: www.rrq.gouv.qc.ca/en/services/services_en_ligne/soutien_ux_enfants/Pages/soutien_ux_enfants.aspx

Federal tax benefit
The federal tax benefit is paid monthly to eligible families to help them support their children. It is non-taxable and varies depending on:

- family income;
- number of children;
- their age;
- their family situation;
- the child care deduction.

Eligibility for the benefit is reassessed each year on the basis of data from the previous year’s income tax return. For further information, please consult the Canada Revenue Agency site at www.cra-arc.gc.ca/bnfts/menu-eng.html.

Child care expenses
Child care expenses are tax deductible (federal government). They also entitle you to tax credits from the provincial government, except if you have a child registered in a $7-a-day child care centre. So it is important for you to retain your receipts for child care expenses (child care centre or babysitter), since they will be helpful when you prepare your tax returns.

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

If you already have family coverage, your child will be covered by your insurance plan. You must, however, notify La Capitale that a new dependant is to be added to the plan. To that end, please contact La Capitale at 418-747-7376 ext. 33142 or 1-877-967-7376 ext. 33142.

In either case, you must inform the person responsible for insurance in your establishment’s Teaching Office so the insurance premiums can be deducted from your paycheque.
<table>
<thead>
<tr>
<th>ARTICLE 27</th>
<th>MEDICAL EXAMINATION</th>
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<tr>
<td><strong>27.01</strong></td>
<td>MEDICAL EXAMINATION</td>
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<tr>
<td>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.</td>
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<tr>
<th><strong>FMRQ Interpretation</strong></th>
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<tr>
<td>Note that, if your establishment asks you to provide a certificate of good health or to undergo a medical examination, you are required to comply with that request.</td>
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<tr>
<th><strong>27.02</strong></th>
<th>VACCINATIONS</th>
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<tr>
<td>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.</td>
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<tr>
<th><strong>FMRQ Interpretation</strong></th>
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<tr>
<td>In most establishments, the Health and Safety Office is responsible for administering vaccinations.</td>
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<th><strong>27.03</strong></th>
<th>ESTABLISHMENT’S HEALTH DEPARTMENT</th>
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<td>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.</td>
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## ARTICLE 28  
**LIFE, HEALTH AND SALARY INSURANCE PLANS**

### SECTION I General provisions

#### 28.01 ELIGIBILITY
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 DEPENDANT
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:

**SPouse**

i) spouse: as defined in Article 1.07;

Neither 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.

**DEPENDENT CHILD**

ii) dependent child: as defined in Article 1.07;

**PERSON WITH A FUNCTIONAL DISABILITY**

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

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

#### 28.06 HRSDC ABATEMENT
In compensation for the establishment’s contribution to the insurance benefits outlined hereinafter, the total abatement granted by Human Resources and Social Development Canada (HRSDC) in the case of a registered plan shall be acquired by the establishment.
The provisions of the present article shall apply as of the effective date of this Agreement, except for residents who are on disability at that date, who remain subject to the provisions in force before that date until their return to work.

The Federation Insurance Committee shall be responsible for establishing the basic health insurance plan and the optional life insurance, health insurance and salary insurance plans, which shall be an integral part of the insurance contract.

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

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

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

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

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

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

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 cooperate in any campaign concerning insurance plans. In particular, it shall perform the following operations:

a. information to residents;

b. registration and withdrawal of residents;

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

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

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

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

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

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

Basic life insurance plan

28.09

LIFE INSURANCE

Residents shall be entitled to $6,400 in life insurance. The establishment shall pay one hundred percent (100%) of the cost of the life insurance.

FMRQ Interpretation

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

SECTION III

Basic health insurance plan

FMRQ Interpretation

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

28.10

HEALTH INSURANCE PLAN COVERAGE

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

28.11

EMPLOYER’S CONTRIBUTION

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:

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<tr>
<td>Biweekly pay</td>
<td>$4.38</td>
<td>$4.78</td>
<td>$5.17</td>
<td>$5.97</td>
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b. in the case of an individually insured resident:

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<tbody>
<tr>
<td>Biweekly pay</td>
<td>$1.75</td>
<td>$1.91</td>
<td>$2.07</td>
<td>$2.39</td>
</tr>
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</table>

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.

3. “Net salary” is defined as gross salary reduced by federal and provincial income tax and QPP and Employment Insurance contributions.
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.

FMRQ Interpretation

Note that under the law, participation is mandatory in the group drug insurance plan, when available.

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 Disability insurance

Subject to the provisions of this article, for any period of disability during which he is absent from work, a resident shall be entitled:

GRACE PERIOD

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 the thirtieth (30th) day of June 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;

DURATION OF DISABILITY INSURANCE

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 establishment 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.

FMRQ Interpretation

- The first five days of sick leave are paid at 100% of your salary and deducted from your bank of sick days.
- From the sixth day to the 104th week, you are paid at 80% of your salary. Note that this amount is calculated on the gross salary, excluding call and teaching premiums. You will receive a cheque from your establishment.
- After the 104th week, you will be paid at 80% of your salary, but by your insurer, La Capitale, under the supplementary insurance plan. In that case, your benefit calculation includes call and teaching premiums, so you should see a slight increase in your benefits. Please note that this portion of sick leave is explained in the reference material from the insurer, which you can obtain by contacting the FMRQ.

To obtain sick leave, you must provide a medical certificate including a diagnosis, treatment and date of return or appointment. This certificate must be handed in at your establishment’s Health and Safety Office. You are not required to give it to the Teaching Office, since this document has to remain confidential. Furthermore, your university can ask you to provide a medical attestation, i.e., a document signed by your attending physician indicating that you are absent owing to sickness, along with the duration of this absence. The diagnosis does not have to be indicated on this document.

Also, from the 8th week of sick leave onward, you can obtain a period of rehabilitation that can take the form of a part-time return to work. To that end, you must submit to the establishment a medical certificate detailing the parameters of the return to work, for instance, the frequency of the return to work, movements to be avoided, the distribution of working days per week, etc. You must also notify your program director of this, in order to ensure a smooth return conducive to the continuation of training in the context of part-time work. Note that the University is not free to refuse such a return. At most, it can decide that a rotation performed part-time will be a rotation that does not count toward the residency program.
During the part-time rehabilitation period, the establishment will pay your work days at your usual salary, while the other days will be deemed sick days, and therefore paid at 80% of your salary.

If a statutory holiday occurs during sick leave of less than 12 months, the establishment pays the difference between the benefit and your salary. So you will receive your full salary for that day (Article 23.04).

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:

**QPP ALLOWANCE**

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;

**QUEBEC AUTOMOBILE INSURANCE ALLOWANCE**

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 salary 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;

**OCCUPATIONAL HEALTH AND SAFETY ALLOWANCE**

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 90% of his net salary 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 CSST 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.
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 CSST 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.

The amount of your salary insurance benefits is reduced in proportion to the amounts of the benefits received under the Automobile Insurance Act, the Act respecting the Quebec Pension Plan or the Act respecting industrial accidents and occupational diseases.

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.

Payment of allowances payable either as sick leave or as salary insurance shall be made directly by the establishment in which the resident performs his duties at the time of his departure on sick leave, subject to presentation by the resident of supporting documents that could reasonably be required. The establishment shall continue to pay said benefits to the resident, regardless of the anticipated duration of his employment at the establishment.

The resident shall be entitled to reimbursement of the fee charged by the physician for any request for additional medical information required by the establishment.

You will receive your salary insurance benefits from the establishment which was paying you on your first day of sick leave, regardless of the duration of your absence and the entries on your training card.

As a guide, supporting documents which could reasonably be demanded include:
- medical certificate including diagnosis, treatments and date of return or of next appointment;
- statement of salary replacement benefits paid by the SAAQ or any agency other than a private insurer.

It is up to the establishment to determine the nature of the supporting documents and the circumstances in which they are required. But the establishment may not demand such supporting documents in an abusive, discriminatory or arbitrary manner. It must take into account the context of the absence. So, if you are rarely absent and contact the establishment to advise it that you are off sick for the day, it is unlikely that the establishment will require a medical certificate.
28.19 VERIFICATION OF ABSENCE
Regardless of the duration of the absence, whether it be paid or not and whether or not there be an insurance contract to guarantee the risk, the establishment or the insurer or the government body that the employer has chosen to represent it for that purpose may verify the reason for the absence and monitor both the nature and the duration of the disability.

FMRQ Interpretation
It must be pointed out that the establishment may, at any time, verify the grounds for your absence and monitor both the nature and the duration of the disability. To this end, the establishment may require you to meet with a physician of its choice. The establishment is also entitled to require a medical certificate produced by your attending physician that specifies the diagnosis, treatment and nature of the disability.

28.20 NOTICE TO EMPLOYER
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 FALSE STATEMENT
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 RESIDENT’S RECURSE
When payment of benefit is refused by reason of presumed non-existence or termination of disability, the resident may appeal the decision in accordance with the grievance procedure.

28.24 BANK OF SICK DAYS
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.

LEAVE FOR PERSONAL REASONS
The resident may use three (3) of the sick days provided for in the first subparagraph for personal reasons. The resident shall take this leave separately, and advise the establishment at least twenty-four (24) hours in advance. The establishment shall not deny the leave without valid grounds.
You are entitled to a maximum of 9.6 days’ sick leave in a year, i.e., 0.80 days per month worked. Moreover, three (3) of these days can be used for personal reasons. The latter three days cannot, however, be taken consecutively.

You continue to accumulate vacation time if your sick leave is less than 12 months in duration. Beyond that period, you cannot accumulate vacation days until such time as you return to work. On the other hand, study leave and conference days are prorated downward in proportion to the number of days worked in the year.

Sick days not taken are payable on the first paycheque of July.

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.
ARTICLE 29

29.01 LAW SUIT OR CIVIL CLAIM

Except in the cases of exclusion listed in Appendix II, in any lawsuit or civil claim against a resident for an act, deed or omission committed in the performance of his duties, the establishment undertakes to intervene on the resident’s behalf and pay, in the stead of the resident, any damages, in principal, interests and costs for which the resident shall be held liable.

This commitment shall also apply to any subsidiary remedy or action in warranty instituted against a resident for an act, deed or omission committed in the performance of his duties.

Moreover, the establishment renounces, under any circumstances, its right to take action against the resident on account of its obligation to pay the indemnity in the stead of the resident.

FMRQ Interpretation

In the event of prosecution, you must notify the establishment concerned, which will designate a lawyer to represent you, if necessary.

You must disclose all relevant information about the case in dispute to the establishment. It is, however, not advisable to discuss the case with other residents or, above all, the staff physicians involved. Be mindful that the interests of staff physicians being prosecuted may be quite different from yours!

Make sure you are fully familiar with the facts leading to the prosecution. You might have to describe and comment on the medical acts performed by yourself, the other residents, staff physicians or any other member of the establishment’s staff.

ESTABLISHMENT’S OBLIGATIONS

The establishment has to pay for any ruling handed down against a resident. If the establishment decided not to pay for the ruling, the resident would be entitled to take legal action to collect the amount due.

Moreover, the third paragraph of Article 29.01 clearly states that the establishment renounces its right to take action against the resident for any ruling against it arising from an error committed by the resident in its employ.

ADDITIONAL MALPRACTICE INSURANCE NOT NECESSARY

As a resident, you do not have to take out additional malpractice insurance within the context of your postgraduate education. You are automatically covered, fully and without charge, under Article 29 of your collective agreement, during residency and thereafter, for any medical act performed during residency for which civil action is taken against you.

MOONLIGHTING

If you hold a restrictive permit allowing you to perform moonlighting, you are not covered by the malpractice insurance described in Article 29. You must therefore take out malpractice insurance with the Canadian Medical Protective Association (CMPA). Also, if you do not hold a restrictive permit and you perform medical acts outside your residency, you do so illegally, since you are not subject to the collective agreement and therefore do not have malpractice insurance coverage. Note that you cannot obtain insurance via the CMPA in such cases.

COMPLAINT TO THE MEDICAL EXAMINER

If you are the subject of a complaint to your establishment’s medical examiner, we advise you to get in touch with us.
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.

**FMRQ Interpretation**

The establishment has to provide for your defence. If it should refuse to do so, you could claim reimbursement from it of the costs of your defence.

**29.03 ESTABLISHMENT: DEFINITION**

The establishment contemplated in this article shall be the establishment which pays the resident.

**29.04 DURATION OF LIABILITY INSURANCE**

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.

**FMRQ Interpretation**

Note that you are also ensured when you perform a transfer by ambulance, since that setting is accredited by the Collège des médecins du Québec.

**29.05**

The establishment may secure malpractice insurance with a third insurer or be a member of the Association québécoise d’établissements de santé et de services sociaux (AQESSS) civil and professional liability insurance program.

**29.06 RESIDENT’S RESPONSIBILITIES**

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.

**FMRQ Interpretation**

You must disclose all relevant information about the case in dispute to the establishment as soon as possible. We stress that your staff physicians are not, for the purposes of application of Article 29 of the Agreement, considered representatives of the employer. If an event occurs and you feel it is necessary to report it to the establishment, we suggest you contact the Teaching Office, who will be able to direct you to the person responsible. It is understood that you are not required to disclose the incident to the Teaching Office.

**29.07 RESIDENT’S REFUSAL TO COMPLY WITH HIS OBLIGATION**

Failure to comply with these obligations may lead to denial of coverage and indemnity. The resident shall not, however, be penalized for failing to give the above-mentioned notice within the prescribed deadline if the establishment is not compromised thereby.

**29.08 LAWSUIT AFTER RESIDENCY**

Residents no longer in the employ of the establishment shall continue to be protected against any future claim with respect to acts or omissions committed during residency.
When you start out in practice, you are not required to take out malpractice insurance to cover medical acts performed during residency, because you retain the malpractice insurance coverage provided for in the collective agreement until the expiry of the limitation periods.

If, however, you are the subject of a complaint to the establishment or the Collège des médecins du Québec, the malpractice insurance coverage in Article 29 does not apply. Note that the retroactive coverage provided by the CMPA at the start of practice duplicates the coverage for civil actions and offers only consulting services in the event of an administrative complaint to the Collège des médecins du Québec or the establishment.

The malpractice insurance provided for in this article shall apply worldwide.

To that end, the Federation shall forward to the Direction des programmes d’assurance of the Association québécoise d’établissements de santé et de services sociaux (AQESSS), a list of rotations performed by residents in the United States, during the twelve (12) month period from April 1 to March 31, inclusive. This list shall be forwarded no later than November 1 following the end of said period. This list shall contain only the information which the medical faculties agree to convey to the Federation, within the above-mentioned timeframe.

In the event the Direction des programmes d’assurance of the Association québécoise d’établissements de santé et de services sociaux (AQESSS) is unable to obtain worldwide insurance coverage, the Minister shall inform the Federation in writing, as early as possible, of the limitations inherent in the malpractice insurance coverage outside Canada.

Rotations outside Quebec that have been accepted will be subject to the malpractice insurance offered in Article 29. This insurance covers medical residents worldwide. In some countries, however, agreements are made so that residents benefit, on-site, from representation [click here to consult a list of such countries]. For those performing a rotation in a country not appearing on this list, you will be insured directly by your Quebec paying establishment. Thus, in the event of legal action, you will have to get in touch with your paying establishment. However, it is important to know that the MHSS wishes to exclude malpractice insurance coverage in countries that are not part of the list. We strongly recommend that you contact the FMRQ before you finalize the organisation of your rotation.

It is suggested that you send the documents and information listed below to the insurance branch (Direction des assurances) of the Health and Social Services Network (Réseau de la santé et des services sociaux, or DARSSS) in order to obtain an “Attestation of insurance coverage”:

- your name
- name of Quebec paying establishment
- name and address of the establishment outside Quebec
- duration of rotation (start and end dates)
- specialty
- copy of your training card
- a copy of the “Request for a rotation in a non accredited site, Quebec and outside Quebec” form, duly accepted by the Collège des médecins du Québec.

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

For information on how to have your rotation credited, please refer to Article 13.08.
When the resident, in performing his duties, is the victim of an accident caused by a patient, the establishment shall see to the cleaning, replacement or repair of his personal effects (clothing, watch, glasses, contact lenses or any other prosthesis or artificial aid) and of any private diagnostic instruments which have been destroyed or damaged.

The resident shall, however, file his claim with the establishment within seven (7) days of the accident or within any other longer period of time that is reasonable under the circumstances.
### ARTICLE 31

#### PAYMENT OF SALARY

**31.01 PAYMENT OF SALARY**

The salaries specified in Appendix I shall be paid according to the system in effect in each establishment or according to any other system agreed upon by the parties. If a payday coincides with a statutory holiday, the pay shall be issued the day before the statutory holiday.

**31.02**

The paycheque may be sent to the residence of the resident or to a financial institution, upon agreement with the establishment.

**31.03 INFORMATION PRINTED ON PAYCHEQUE**

On each paycheque, the establishment shall enter the following information:

- surname and given names of the resident;
- job title;
- date of pay period;
- cumulative amount of money due paid in days off;
- number of sick days remaining;
- gross amount of salary, call duty premium and teaching premium;
- nature and amount of deductions;
- net amount of salary, call premium and teaching premium.

**31.04 PROVISIONS ON TERMINATION OF EMPLOYMENT**

The establishment shall provide the resident, on the day of his departure, with a signed statement indicating the amount owing to him in wages and fringe benefits, provided the resident notifies the establishment of his departure at least four (4) weeks in advance.

The establishment shall hand or send the resident, during the pay period following his departure, his paycheque, including fringe benefits.

**31.05 T4 AND RELEVÉ 1**

The amount of union dues shall appear on the T4 supplementary and Relevé 1 forms, all of which must conform with the various regulations of the government departments concerned.

**31.06 ERROR ON PAYCHEQUE: AMOUNT OWED TO RESIDENT**

In the event of an error on a paycheque of five dollars ($5.00) or more which is the fault of the establishment, the latter undertakes to correct this error within four (4) business days of the distribution of cheques by paying the resident the amount owing to him.

No deductions shall be made from the resident’s pay for breakage or loss of any article, except where negligence on the part of the resident is proven.
In the event of an error on a paycheque involving an excess amount paid to a resident by the establishment, it is agreed that the establishment shall recover the amount in accordance with the following criteria and procedures:

1. the establishment shall first establish the amount from which it may not recover the monies:
   a. $80.00 per week, in the case of a resident without dependants;
   b. $120.00 per week, plus $20.00 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.

**FMRQ Interpretation**

The amount that can be recovered on your paycheque is calculated in two stages. First, the Agreement provides that the establishment has to maintain a minimum amount on your paycheque: $80 per week if you have no dependants, and $120 if you have dependants. Beyond that, the establishment can withhold a maximum of 20% of the remainder.

Let us take the example of a first-year resident with no dependants. His gross salary is $1,321.03 per pay. The establishment overpaid him by $2,000, which it now has to recover.

First, the establishment has to identify the resident’s status to determine the amount the Agreement deems untouchable. In our example, since the resident has no dependants, Subparagraph 1 a) applies. Thus, the establishment has to ensure that a minimum amount of $160 ($80*2 weeks) is always included in the resident’s paycheque.

The article then provides that the establishment can reimburse itself at the rate of 20% of the amount available to it, until the debt is extinguished. In our example, $1,161 ($1,321 - $160 = $1,161) remains, so the establishment will be able to withhold on the resident’s paycheque an amount of $232, i.e., 20% of $1,161 (1,161*0.2 = $232), until the debt is discharged.

The resident shall be notified of any change in payment.

Upon request and presentation of proof of status, a pay advance of up to sixty-five percent (65%) of the salary shall be paid at the latest five (5) days after the date of the payment stipulated in Article 31.01 to any resident who is entitled to his pay but whose paycheque could not be given to him in accordance with Article 31.01 for reasons beyond his control.
## Article 32: Adjustment and Restoration of Salary Scales

### 32.01 Advance Up Salary Scale

With each year of training, upon academic promotion awarded by the university authorities and recognized by the Collège, the resident shall advance one level on the salary scale set out in Appendix I of this Agreement.

The resident shall also advance one level at the start of each year of additional training authorized by the university authorities and the Collège for purposes of (university or non-university) hospital recruitment or to meet the requirements of an outside body including, notably, the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada.

No advance in level shall be granted for the duration of repeated training or a change of university, or for additional training following a failure or an examination.

In the event of a program change, the resident shall receive the salary located at the lower of the level he was on at the time of the program change and the highest level recognized in his new program; he shall then retain this salary until he has moved above the academic level corresponding to that pay level. Notwithstanding the foregoing, his progression cannot have the effect of raising his salary above the highest level recognized in his new program.

For the resident pursuing training interrupted by abandonment or exclusion, or begun outside Quebec, the establishment shall pay him the salary for the level corresponding to the training recognized by the Collège and the university authorities.

### FMRQ Interpretation

In the event of a program transfer, you will retain the salary step you had in your old program until you have moved up beyond the academic level corresponding to that step in the new program. There is one restriction, though: the article does not allow you to receive a salary higher than the salary corresponding to the highest step in the new program.

For instance, an R4 in internal medicine who transfers into family medicine cannot have a salary higher than R2. But the same resident could retain his R4 salary if he transfers into a specialty program of 5 years or more, even if he has to start again as an R1. He will then retain his salary until such time as he is considered an R5 in his new program.

Note that this article does not apply if you transfer from a program outside Quebec.

### 32.02 Salary and Supplements 2010-2011

Period from April 1, 2010 to March 31, 2011

All salary scales as well as supplements provided for in Appendix I in effect as at March 31, 2010 shall be increased on April 1, 2010 by a percentage equal to 0.5%.

### 32.03 Salary and Supplements 2011-2012

Period from April 1, 2011 to March 31, 2012

All salary scales as well as supplements provided for in Appendix I in effect as at March 31, 2011 shall be increased on April 1, 2011 by a percentage equal to 0.75%.

In addition, the call premium shall be raised on April 1, 2011 by an additional percentage of 90%.
32.04
SALARY AND SUPPLEMENTS 2012-2013

Period from April 1, 2012 to March 31, 2013

All salary scales as well as supplements provided for in Appendix I in effect as at March 31, 2012 shall be increased on April 1, 2012 by a percentage equal to 1.0%.

The percentage determined in the previous subparagraph shall be increased, as of April 1, 2012, by 1.25 times the difference between the cumulative growth [sum of annual variations] in Quebec’s nominal gross domestic product (GDP)\(^1\) based on Statistics Canada data for 2010 and 2011\(^2\) and cumulative growth predictions [sum of annual variations] of Quebec’s nominal GDP for the same years, established at 3.8% for 2010 and 4.5% for 2011. Nevertheless, the increase calculated in this manner cannot exceed 0.5%.

The increase provided for in this paragraph shall be applied on residents’ payroll within sixty (60) days following the publication of Statistics Canada data on Quebec’s nominal GDP for 2011.

In addition, the call premium shall be increased on April 1, 2012 by an additional percentage of 25%.

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32.05
SALARY AND SUPPLEMENTS 2013-2014

Period from April 1, 2013 to March 31, 2014

All salary scales as well as supplements provided for in Appendix I in effect as at March 31, 2013 shall be increased on April 1, 2013 by a percentage equal to 1.75%.

The percentage determined in the previous subparagraph shall be increased, as of April 1, 2013, by 1.25 times the difference between the cumulative growth [sum of annual variations] in Quebec’s nominal gross domestic product (GDP)\(^1\) based on Statistics Canada data for 2010, 2011 and 2012\(^3\) and cumulative growth predictions [sum of annual variations] of Quebec’s nominal GDP for the same years, established at 3.8% for 2010, 4.5% for 2011 and 4.4% for 2012. The increase calculated in this manner cannot exceed 2.0% less the increase granted as of April 2, 2012 under the second subparagraph of Article 32.04.

The increase provided for in this paragraph shall be applied on residents’ payroll within sixty (60) days following the publication of Statistics Canada data on Quebec’s nominal GDP for 2012.

In addition, the call premium shall be increased on April 1, 2013 by an additional percentage of 4%.

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2. Based on the first estimate available from Statistics Canada on Quebec’s nominal GDP for 2012 and its estimate at the same time of Quebec’s nominal GDP for 2009, 2010 and 2011.
32.06  
**SALARY AND SUPPLEMENTS 2014-2015**

**Period from April 1, 2014 to March 31, 2015**

All salary scales as well as supplements provided for in Appendix I in effect as at March 31, 2014 shall be increased on April 1, 2014 by a percentage equal to 2.0%.

The percentage determined in the previous subparagraph shall be increased, as of April 1, 2014, by 1.25 times the difference between the cumulative growth [sum of annual variations] in Quebec’s nominal gross domestic product (GDP)\(^1\) based on Statistics Canada data for 2010, 2011, 2012 and 2013\(^2\) and cumulative growth predictions [sum of annual variations] of Quebec’s nominal GDP for the same years, established at 3.8% for 2010, 4.5% for 2011, 4.4% for 2012 and 4.3% for 2013. The increase calculated in this manner cannot, however, exceed 3.5% less the increase granted as of April 2, 2012 under the second subparagraph of Article 32.04 and the increase granted as of April 2, 2013 under the second subparagraph of Article 32.05.

The increase provided for in this paragraph shall be applied on residents’ payroll within sixty (60) days following the publication of Statistics Canada data on Quebec’s nominal GDP for 2013.

32.07  
**SALARY AND SUPPLEMENTS 2015**

Each salary rate and scale in effect on March 30, 2015 shall be increased as of March 31, 2015 by a percentage equal to the difference between the cumulative growth [sum of annual variations] in the consumer price index\(^3\) for Quebec based on Statistics Canada data for the 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015\(^4\) collective agreement years and the cumulative pay parameters [sum of annual parameters] determined in Articles 32.02 to 32.06, including adjustments from nominal GDP growth. The increase calculated in this manner cannot, however, exceed 1.0%.

32.08  
**APPENDIX 1**

The salary scales, supplements and premiums provided for in Articles 32.02 and 32.03 and in the first paragraphs of Articles 32.04, 32.05 and 32.06 appear in Appendix I of this Agreement.

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2. Based on the first estimate available from Statistics Canada on Quebec’s nominal GDP for 2013 and its estimate at the same time of Quebec’s nominal GDP for 2009, 2010, 2011 and 2012.
4. For each year of the Agreement, the annual variation in the consumer price index corresponds to the variation between the average indexes for the months of April to March of the contemplated agreement year and the average indexes for the previous months of April to March.
ARTICLE 33

ACQUIRED RIGHTS

33.01

ACQUIRED RIGHTS

The resident who currently benefits from advantages or privileges superior to those provided for in this Agreement with respect to accommodation and travel conditions and costs, meals and library access shall continue to enjoy such advantages and privileges for the duration of this Agreement.
ARTICLE 34  STANDING COMMITTEE ON PHYSICIAN RESOURCE DISTRIBUTION

34.01 COMMITTEE
The Minister and the Federation agree to set up a Standing Committee on Physician Resources.

34.02 MEMBERS
This Committee shall consist of three (3) representatives of the Minister and three (3) representatives of the Federation.

34.03 PHYSICIAN RESOURCES CONSULTATION
The Minister agrees to conduct prior consultation with the Federation, through this Committee, on any measure he wishes to have applied with respect to the distribution of physician resources.

34.04 PREM CONSULTATION
Before approving a regional physician resource plan pursuant to section 377 of the Act respecting health services and social services, the Ministry of Health and Social Services agrees to consult the Federation through this Committee.

34.05 In addition, the parties agree to discuss at the said Committee any issue raised by the Federation, notably with respect to the distribution of physician resources in Quebec.
## Article 35: Duration and Retroactive Pay

### Expiry of Agreement

The Agreement shall take effect on the date of its signing and shall terminate on March 31, 2015. None the less, Article 32 and Appendix I shall take effect on April 1, 2010.

### 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 $1.00 shall not be payable.

The resident whose residency ended between April 1, 2010 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, 2010 and the retroactive pay payment date.

### Previously Filed Grievances

The parties agree that grievances filed between March 31, 2010 and the signing of this Agreement shall be governed by the terms of the agreement which expired on March 31, 2010.

### FMRQ Interpretation

The arbitration costs for grievances filed between March 31, 2010 and December 22, 2011 continue to be paid by the employer.
### Article 36  
**Renewal and Arbitration**

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Description</th>
</tr>
</thead>
</table>
| **36.01** | **Recommendation Deadline**
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** | **Next Negotiations**
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** | **Mandatory Arbitration**
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** | **Arbitration: Exceptions**
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** | **Future Salaries**
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. |
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.

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.

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

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.

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.

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.

The ruling of the Arbitration Board shall be handed down within ninety (90) calendar days of the date on which the hearings end.

The Chairperson shall send one copy of the arbitration award to each party.

Should no unanimous or majority decision be reached, the Chairperson’s report shall constitute the Arbitration Board’s award.

The Arbitration Board’s award shall bind the parties and have the effect of an agreement signed by the parties.
36.16 ARBITRATION BOARD REPRESENTATIVES
All vacancies created by the death of a representative of one of the parties on the Arbitration Board, or by his resignation, inability or refusal to take action, shall be filled without delay by the party concerned; in case of a delay in filling that vacancy, the Chairperson may order the Arbitration Board to continue its work in the absence of a representative of the party in default. As soon as the vacancy is filled, the Arbitration Board shall resume its work without delay, from where it left off, unless the Chairperson decides otherwise.

36.17 CHAIRPERSON
All vacancies created by the death of the Arbitration Board Chairperson, or by his resignation, inability or refusal to take action, shall be filled without delay by the representatives of each of the parties. Failing agreement on the choice of a Chairperson, the Chairperson shall be designated by the Chief Justice of the Court of Quebec from among the justices of that court.

36.18 CHAIRPERSON’S FEES AND EXPENSES
The Arbitration Board Chairperson’s expenses and fees shall be paid by both parties equally.

36.19 ONGOING NEGOTIATION
Notwithstanding the foregoing, and at any time prior to the expiry of this Agreement, the Minister and the Federation agree to discuss any issue raised by either party for the purposes of agreeing, where applicable, to amendments to this Agreement.
IN WITNESS WHEREOF, the parties have signed in Montreal this 22 day of December 2011.

Original signed by the parties

YVES BOLDUC
Minister
MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

CHARLES DUSSAULT, MD
President
FÉDÉRATION DES MÉDECINS RÉSIDENTS DU QUÉBEC (FMRQ)

RÉMI KOUZ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE MONTRÉAL (AMRM)

JULIE HALLET, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE QUÉBEC (AMReQ)

ÉMILIE BELLEY-CÔTÉ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE SHERBROOKE (AMReS)

JOSEPH DAHINE, MD
President
ASSOCIATION OF RESIDENTS OF MCGILL
ASSOCIATION DES RÉSIDENTS DE MCGILL (ARM)
### APPENDIX I

#### 1. Medical residents’ salary scales

<table>
<thead>
<tr>
<th>PERIODS</th>
<th>R1</th>
<th>R2</th>
<th>R3</th>
<th>R4</th>
<th>R5</th>
<th>R6</th>
<th>R7</th>
<th>R8</th>
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</thead>
<tbody>
<tr>
<td>From 2010-04-01 to 2011-03-31</td>
<td>$41,562</td>
<td>$45,609</td>
<td>$50,295</td>
<td>$54,958</td>
<td>$58,689</td>
<td>$61,636</td>
<td>$64,720</td>
<td>N/A</td>
</tr>
<tr>
<td>From 2011-04-01 to the date of signing of this Agreement</td>
<td>$41,874</td>
<td>$45,951</td>
<td>$50,672</td>
<td>$55,370</td>
<td>$59,129</td>
<td>$62,098</td>
<td>$65,205</td>
<td>N/A</td>
</tr>
<tr>
<td>From the date of signing of this Agreement to 2012-03-31</td>
<td>$41,874</td>
<td>$45,951</td>
<td>$50,672</td>
<td>$55,370</td>
<td>$59,129</td>
<td>$62,098</td>
<td>$65,205</td>
<td>$68,463</td>
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<tr>
<td>From 2012-04-01 to 2013-03-31</td>
<td>$42,502</td>
<td>$46,640</td>
<td>$51,432</td>
<td>$56,201</td>
<td>$60,016</td>
<td>$63,029</td>
<td>$66,183</td>
<td>$69,490</td>
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<tr>
<td>From 2013-04-01 to 2014-03-31</td>
<td>$43,246</td>
<td>$47,456</td>
<td>$52,332</td>
<td>$57,185</td>
<td>$61,066</td>
<td>$64,132</td>
<td>$67,341</td>
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#### 2. Medical resident responsibility supplements

<table>
<thead>
<tr>
<th>PERIODS</th>
<th>Chief resident</th>
<th>Assistant chief resident</th>
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<tbody>
<tr>
<td>From 2010-04-01 to 2011-03-31</td>
<td>$506</td>
<td>$368</td>
</tr>
<tr>
<td>From 2011-04-01 to 2012-03-31</td>
<td>$510</td>
<td>$371</td>
</tr>
<tr>
<td>From 2012-04-01 to 2013-03-31</td>
<td>$518</td>
<td>$377</td>
</tr>
<tr>
<td>From 2013-04-01 to 2014-03-31</td>
<td>$527</td>
<td>$384</td>
</tr>
<tr>
<td>From 2014-04-01 to 2015-03-31</td>
<td>$538</td>
<td>$392</td>
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3. Call premium

<table>
<thead>
<tr>
<th>PERIODS</th>
<th>Call premium</th>
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<tbody>
<tr>
<td>From 2010-04-01 to 2011-03-31</td>
<td>$213</td>
</tr>
<tr>
<td>From 2011-04-01 to 2012-03-31</td>
<td>$408</td>
</tr>
<tr>
<td>From 2012-04-01 to 2013-03-31</td>
<td>$518</td>
</tr>
<tr>
<td>From 2013-04-01 to 2014-03-31</td>
<td>$548</td>
</tr>
<tr>
<td>From 2014-04-01 to 2015-03-31</td>
<td>$559</td>
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4. Teaching premium

<table>
<thead>
<tr>
<th>PERIODS</th>
<th>Teaching premium</th>
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<tbody>
<tr>
<td>From the date of signing of this Agreement to 2012-03-31</td>
<td>$210</td>
</tr>
<tr>
<td>From 2012-04-01 to 2013-03-31</td>
<td>$213</td>
</tr>
<tr>
<td>From 2013-04-01 to 2014-03-31</td>
<td>$217</td>
</tr>
<tr>
<td>From 2014-04-01 to 2015-03-31</td>
<td>$221</td>
</tr>
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</table>
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, short-cuts, right-of-ways or other privileges required by railway transport companies or public utilities, under municipal, provincial or federal by-laws, or under agreements regarding elevators and escalators;

    B. manufactured goods or products sold, handled or distributed by the Insured;

    C. work carried out by the Insured or on his behalf, when a defect is the cause of loss;

    D. the administration of fringe benefits programs resulting from:
        a. intentional acts carried out or remarks made with a view to causing harm;
        b. shortcomings on the part of the Insurers with regard to the execution of their contract;
        c. voluntary violations by the Insured with regard to legislation concerning industrial accidents, unemployment, social security or disability;
        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, the application or breaking of an individual or collective labour agreement in effect between the Insured and his employee[s].
LETTER OF UNDERSTANDING #1

CONCERNING TRANSITORY MEASURES FOR THE INTEGRATION OF 16-HOUR CALL DUTY SCHEDULES IN AN ESTABLISHMENT

Within thirty (30) days of the signing of this Agreement, each establishment and local resident association shall hold discussions with respect to transitional measures to be put in place in order to integrate 16-hour call duty schedules in an establishment for residents, in compliance with the provisions of Article 12.

The parties shall agree on transitional terms and conditions for implementing, as early as possible, 16-hour call duty schedules in an establishment.

These transitional terms and conditions shall mean that, no later than July 1, 2012, all 16-hour call duty schedules in an establishment will have been established.

Follow-up on application of this Letter of Understanding

The parties undertake to table a report with the Ministère de la Santé et des Services Sociaux no later than February 29, 2012. The report shall in particular detail the implementation status of 16-hour call duty schedules, problems raised and potential solutions envisaged by the parties.

Applicable provisions of the collective agreement

During this transitional period, the provisions of Article 12 of the 2007-2010 collective agreement concerning call schedules and duty will continue to apply, until the date agreed upon between the parties for the establishment of 16 hour call duty schedules, or no later than July 1, 2012.

IN WITNESS WHEREOF, the parties have signed in Montreal this 22nd day of December 2011.

Original signed by the parties

YVES BOLDUC
Minister
MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

CHARLES DUSSAULT, MD
President
FÉDÉRATION DES MÉDECINS RÉSIDENTS DU QUÉBEC (FMRQ)

RÉMI KOUZ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE MONTRÉAL (AMRM)

JULIE HALLET, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE QUÉBEC (AMReQ)

ÉMILIE BELLEY-CÔTÉ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE SHERBROOKE (AMReS)

JOSEPH DAHINE, MD
President
ASSOCIATION OF RESIDENTS OF MCGILL
ASSOCIATION DES RÉSIDENTS DE MCGILL (ARM)
LETTER OF UNDERSTANDING #2

CONCERNING THE ESTABLISHMENT OF A MALPRACTICE INSURANCE COMMITTEE

The parties agree to establish, upon the signing of this Agreement, a parity committee comprising three (3) representatives of each party, having the mandate to:

• update the provisions with respect to Article 29 of the collective agreement on malpractice insurance stemming from the civil and professional liability insurance program of the AQESSS;
• make recommendations, jointly or severally, to the parties no later than March 31, 2012.

The committee shall establish the rules necessary for its operation.

IN WITNESS WHEREOF, the parties have signed in Montreal this 22nd day of December 2011.

Original signed by the parties

YVES BOLDUC
Minister
MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

CHARLES DUSSAULT, MD
President
FÉDÉRATION DES MÉDECINS RÉSIDENTS DU QUÉBEC (FMRQ)

RÉMI KOUZ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE MONTRÉAL (AMRM)

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President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE SHERBROOKE (AMReS)

JOSEPH DAHINE, MD
President
ASSOCIATION OF RESIDENTS OF MCGILL
ASSOCIATION DES RÉSIDENTS DE MCGILL (ARM)
LETTER OF UNDERSTANDING #3

The Régie de l’assurance maladie du Québec (RAMQ) shall pay the sum of $5,688.71 to the Federation Insurance Committee in order to offset the increase in the employer’s contribution for the basic health insurance plan for the period extending from April 1, 2011 to the signing of the Agreement; this sum shall be payable within sixty (60) days of the signing of the Agreement.

IN WITNESS WHEREOF, the parties have signed in Montreal this 22nd day of December 2011.

Original signed by the parties

YVES BOLDUC
Minister
MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

CHARLES DUSSAULT, MD
President
FÉDÉRATION DES MÉDECINS RÉSIDENTS DU QUÉBEC (FMRQ)

RÉMI KOUZ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE MONTRÉAL (AMRM)

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ÉMILIE BELLEY-CÔTÉ, MD
President
ASSOCIATION DES MÉDECINS RÉSIDENTS DE SHERBROOKE (AMReS)

JOSEPH DAHINE, MD
President
ASSOCIATION OF RESIDENTS OF MCGILL
ASSOCIATION DES RÉSIDENTS DE MCGILL (ARM)
LETTER OF UNDERSTANDING #1

(2007-2010 AGREEMENT)

RESCINDED
LETTER OF UNDERSTANDING #2

[2007-2010 AGREEMENT]

RESCINDED