

M.O., 2003**Order number 2003-002 of the Minister of State for Health and Social Services and Minister of Health and Social Services dated 10 February 2003**

An Act respecting health services and social services (R.S.Q., c. S-4.2)

Regulation respecting terms of employment of medical physicists working for institutions operating a hospital centre

CONSIDERING that under subparagraph 2 of the first paragraph of section 487.2 of the Act respecting health services and social services (R.S.Q., c. S-4.2), the Minister of Health and Social Services may, by regulation, determine the standards and scales which must be used by regional boards, public institutions and private institutions under agreement for the remuneration and other terms of employment applicable to the other staff members, subject to the collective agreements in force;

CONSIDERING the authorization obtained from the Conseil du trésor in accordance with the third paragraph of section 487.2 of the Act respecting health services and social services;

THEREFORE, the Minister of State for Health and Social Services and Minister of Health and Social Services makes the Regulation respecting terms of employment of medical physicists working for institutions operating a hospital centre.

FRANÇOIS LEGAULT,
*Minister of State for Health and Social Services
and Minister of Health and Social Services*

Regulation respecting the terms of employment of medical physicists working for institutions operating a hospital centre

An Act respecting health services and social services (R.S.Q., c. S-4.2, s. 487.2, 1st par., subpar. 2)

**DIVISION I
SCOPE**

1. This Regulation applies to any medical physicist who is employed as a medical physicist on a full-time or part-time schedule by a public institution operating a hospital centre, hereinafter called the employer.

2. This Regulation does not apply to medical physicists holding a regular managerial position whose duties are classified by the Minister of Health and Social Services at a senior or middle management level.

The Regulation does not apply to medical physicists acting under their own name or under a firm name who are party to a contract under which they are obligated towards an institution operating a hospital centre to provide a particular professional service as a contractor or self-employed worker.

**DIVISION II
RIGHTS AND DUTIES OF THE EMPLOYER**

3. The employer remains free to exercise all the rights of an employer, subject to the provisions of this Regulation.

Not later than 31 January each year, the employer shall send the Association québécoise des médecins cliniques a list of the clinical medical physicists in its employ as of 31 December.

**DIVISION III
PROBATION PERIOD**

4. Every medical physicist shall, after being hired, be subject to a probation period of one year.

If, during that period, the medical physicist has not worked 240 days, the probation period shall be extended until he has completed 240 days of work. All paid statutory days of leave under this Regulation shall be deemed to be working days for the application of this section.

5. A medical physicist on probation shall be governed by the provisions of this Regulation on the conditions it specifies, except the provisions respecting the procedure of redress in cases of dismissal.

**DIVISION IV
WORK SCHEDULE, OVERTIME, AND EVENING,
NIGHT AND WEEKEND PREMIUMS**

6. A medical physicist may work for the employer on a full-time or part-time schedule.

7. A full-time schedule means an average of 35 hours of service per week, spread over five (5) consecutive days of seven (7) hours work.

8. The work schedule of each medical physicist shall be established by the employer after consulting the medical physicist.

9. All work performed in addition to the regular working day or the regular working week shall, approved or done to the knowledge of the immediate superior and without objection from him, be considered to be overtime.

A medical physicist who performs overtime shall be remunerated for the number of hours worked as follows:

— the hours worked as overtime shall be paid at the normal hourly rate;

or

— the hours worked as overtime shall be compensated in time.

9.1 The evening or night premium, as the case may be, is as follows:

1° Medical physicists whose entire work schedule falls between 2:00 p.m. and 8:00 a.m.

The medical physicist shall receive for each service, in addition to salary, an evening or night premium:

A) Evening premium

The evening premium is equal to four percent (4%) of the daily rate, increased by the responsibility premium, where applicable.

B) Night premium

The night premium is equal to:

— eleven percent (11%) of the daily rate, increased by the responsibility premium, where applicable, for medical physicists with between 0 and 5 years of seniority;

— twelve percent (12%) of the daily rate, increased by the responsibility premium, where applicable, for medical physicists with between 5 and 10 years of seniority;

— fourteen percent (14%) of the daily rate, increased by the responsibility premium, where applicable, for medical physicists with over 10 years of seniority.

In the case of a full-time medical physicist working on a stable night shift, the medical physicist and the employer can agree to convert all or part of the premium specified above into time off, provided the arrangement generates no extra cost. The night premium is converted into days of paid leave as follows:

— 11% converts into 22.6 days;

— 12% converts into 24 days;

— 14% converts into 28 days.

2° Medical physicists only part of whose work schedule falls between 7:00 p.m. and 7:00 a.m.

The medical physicist receives, in addition to salary, an hourly premium for each hour worked:

A) Between 7:00 p.m. and 12:00 midnight:

A premium of four percent (4%) of the medical physicist's salary, increased by the responsibility premium, where applicable.

B) Between 12:00 midnight and 7:00 a.m.:

The premium is as follows:

— eleven percent (11%) of the medical physicist's salary, increased by the responsibility premium, where applicable, for medical physicists with between 0 and 5 years of seniority;

— twelve percent (12%) of the medical physicist's salary, increased by the responsibility premium, where applicable, for medical physicists with between 5 and 10 years of seniority;

— fourteen percent (14%) of the medical physicist's salary, increased by the responsibility premium, where applicable, for medical physicists with over 10 years of seniority.

9.2 Weekend premium

The weekend premium is four percent (4%) of the hourly rate, increased by the responsibility premium, where applicable. The premium is paid to medical physicists required to work entirely between the beginning of the evening shift on a Friday and the end of the night shift on a Monday.

9.3 Evening, night and weekend premiums are considered and paid only when the work has actually been performed.

DIVISION V
ANNUAL VACATION

10. A medical physicist is entitled to take paid annual vacation leave at the times agreed upon with the employer.

The duration of the paid leave is calculated on 30 April.

11. A medical physicist having less than 1 year of service on 30 April is entitled to one and two-thirds days of annual leave per month of service. The medical physicist may complete a 4-week annual vacation period by taking unpaid leave.

A medical physicist having 1 or more years of service on 30 April is entitled to 4 weeks of paid annual leave.

A medical physicist having at least 17 years of service is entitled to the following paid annual leave :

- (1) 17 and 18 years of service on 30 April : 21 days ;
- (2) 19 and 20 years of service on 30 April : 22 days ;
- (3) 21 and 22 years of service on 30 April : 23 days ;
- (4) 23 and 24 years of service on 30 April : 24 days.

A medical physicist who, on 30 April, has 25 or more years of service is entitled to 5 weeks of paid annual leave.

For the purposes of computing the premiums, medical physicist hired between the first (1st) and the fifteenth (15th) day of a month are considered to have completed one (1) full month of service.

12. A medical physicist who is unable to take a period of vacation at the scheduled time owing to illness, accident, a work-related accident or a work-related illness occurring before the beginning of the period of vacation, may postpone the period of vacation to a later date. However, the medical physicist must inform the employer of the situation before the date fixed for the period of vacation, unless the impossibility results from a physical disability, in which case the vacation is automatically postponed. In such a case, the medical physicist must provide proof of the impossibility resulting from a physical disability as soon as possible.

The employer shall fix the new date for the vacation once the medical physicist has returned to work, taking into account the latter's preferences.

13. During a period of vacation, a full-time medical physicist shall receive the same remuneration as if at work during that period.

A part-time medical physicist shall be paid an amount corresponding to a percentage of the medical physicist's salary, as indicated in the following table :

Years of service on 30 April	Number of working days of annual leave	Percentage %
fewer than 17 years	20 days	8.77
17 years - 18 years	21 days	9.25
19 years - 20 years	22 days	9.73
21 years - 22 years	23 days	10.22
23 years - 24 years	24 days	10.71
25 years or more	25 days	11.21

The percentage payable applies to the salary paid for hours actually worked, including any regional disparity premium, to the salary that would have been paid but for unpaid sick leave taken while the medical physicist held a position or an assignment, to the salary used as the basis for establishing the allowance paid for maternity, adoption or preventive withdrawal leave, and to the salary used as the basis for establishing salary insurance benefits during the twelve (12) first months of a period of disability, including a period connected with a work-related injury.

The amount is paid with the second last pay preceding the taking of the annual leave.

A medical physicist who ceases to work for the employer is entitled to the days of annual leave accumulated up to the date of departure, in the proportion determined in this Division.

DIVISION VI STATUTORY HOLIDAYS

14. A medical physicist hired on a full-time schedule is entitled to 13 days of paid statutory holidays per year, on the dates fixed by the employer after consulting the medical physicist.

A part-time medical physicist shall be paid 5.7% of the salary paid on each pay as compensation for statutory holidays, and on the salary that would have been paid but for unpaid sick leave taken while the medical physicist held a position or an assignment.

The rate of 1.27% is applicable to the salary insurance benefits received, paid on each pay during the twelve (12) first months of a disability period.

DIVISION VII PERSONAL LEAVE

15. The employer shall grant the following personal leave to a medical physicist :

(1) 5 calendar days of leave following the death of the medical physicist's spouse, dependent child, or minor child not dependent on the medical physicist ;

(2) 3 calendar days of leave following the death of the medical physicist's father, mother, brother, sister, child (except a child provided for in subparagraph 1), father-in-law, mother-in-law, daughter-in-law or son-in-law ;

(3) 1 calendar day of leave following the death of the medical physicist's sister-in-law, brother-in-law, grandparent or grandchild.

Following the death, the medical physicist is entitled to an additional day of leave for travel purposes if the funeral takes place 240 kilometres or more from the place of residence.

16. The periods of leave provided for in subparagraph 1 of the first paragraph of section 15 shall be counted from the date of death.

The periods of leave provided for in subparagraph 2 of the first paragraph shall be taken continuously between the date of the death and that of the funeral.

The period of leave provided for in subparagraph 3 of the first paragraph shall be taken on the day of the funeral.

Notwithstanding the foregoing, the medical physicist may use one of the days of leave provided for in subparagraph 1, 2 or 3 of the first paragraph of section 15 to attend the burial or cremation if it takes place outside the period provided for the leave.

17. For the calendar days of leave mentioned in section 15, the medical physicist shall receive the same remuneration as if at work, unless those days coincide with any other leave provided for in this Regulation.

18. In every case referred to in section 15, the medical physicist must notify the medical physicist's immediate superior of the beginning of the leave and submit proof of the death at the latter's request.

18.1 A medical physicist who stands as a candidate for civic office is entitled to thirty (30) days of leave without pay before the date of the election. A medical physicist who is elected to such office is entitled to leave without pay for the duration of the term of office, if the office requires full-time availability. During the leave period, the medical physicist shall retain his or her seniority.

At the end of the term of office, the medical physicist must give the employer at least thirty (30) days' prior notice of his or her intention to return to work.

19. A medical physicist called upon to act as a juror or witness in a case where the medical physicist is not an interested party shall receive, during the period when called upon to act as a juror or witness, the difference between the medical physicist's regular salary and the fee paid by the court.

Where civil action is taken respecting the exercise of the medical physicist's duties, the medical physicist shall continue to receive a regular salary for the time during which attendance in court is required.

20. A medical physicist sitting on a jury during a period of vacation may postpone the unused days of vacation.

The immediate superior shall fix the dates for recovering the days of vacation, taking into account the medical physicist's preferences.

21. Upon request 30 days in advance, the employer shall grant a medical physicist 2 weeks' leave to get married, including one week with pay, if the medical physicist holds a position. The pay shall be proportional to the number of hours constituting the medical physicist's regular work week. The leave must include the day of the wedding. In this Regulation, "position" means the aggregate of the duties performed on a regular basis by a medical physicist for an employer; the aggregate of the duties performed by a medical physicist on a temporary basis during a replacement, a temporary surplus of work, a project of limited duration or on the basis of any other agreement between the employer and the medical physicist is not considered to be a position.

22. The medical physicist shall undergo any examination or receive any care, including immunization, that is required by the employer during working hours. The employer shall pay the charges for the examination or care.

DIVISION VIII **UNPAID LEAVE AND STUDY LEAVE**

23. On agreement with the institution, a medical physicist is entitled to take unpaid leave. The institution may set conditions concerning the duration and taking of unpaid leave.

24. The following provisions apply where a period of unpaid leave exceeds four (4) weeks.

(a) Return

The medical physicist must, sixty (60) days before the end of the period of leave, notify the institution of the medical physicist's intention to return to work, failing which the medical physicist shall be considered to have resigned with effect from the date on which the leave began.

(b) Seniority

The medical physicist shall retain the seniority acquired at the date on which the leave begins.

(c) Annual vacation

The institution shall pay the medical physicist an indemnity corresponding to the days of vacation leave accumulated up to the date on which the period of unpaid leave begins.

(d) Sick leave

The days of sick leave accumulated up to the date on which the unpaid leave begins shall be credited to the medical physicist and may not be cashed in, except the days that may be cashed in annually.

However, if the medical physicist terminates the employment or if, at the end of the period of unpaid leave, the medical physicist fails to return to the institution, all the days of sick leave may be cashed in at the rate in force at the start of the period of unpaid leave, in the number and according to the terms and conditions prescribed for the professional category of unionizable but non-unionized employees in the health and social services network.

(e) Pension plan

The medical physicist shall be subject to the act respecting the Government and Public Employees Retirement Plan.

(f) Group insurance

The medical physicist is not entitled to participate in the group insurance plan during the period of unpaid leave, but may be readmitted upon returning to work. However, subject to the provisions of section 86, the medical physicist must continue to participate in the basic health insurance plan and must pay all the necessary contributions and premiums.

The medical physicist may continue to participate by paying all the necessary contributions and premiums, subject to the clauses and stipulations of the insurance contract in force.

(g) Exclusion

During the period of unpaid leave, the medical physicist is not entitled to benefit from this Regulation, as though the medical physicist was not employed by the institution, subject to the medical physicist's right to claim benefits acquired previously and subject to the provisions prescribed for dispute resolution.

(h) Terms and conditions governing the return to work

At the end of the period of unpaid leave, the medical physicist is entitled to return to the position occupied in the institution, provided the position still exists and provided the medical physicist advises the institution at least sixty (60) days in advance.

In the event that the position no longer exists, the medical physicist must invoke the provisions on job security, failing which the medical physicist is deemed to have resigned voluntarily.

25. A medical physicist is entitled to take study leave provided that the study activities are intended to improve the medical physicist's professional competency in keeping with the needs of the institution.

26. A medical physicist on a full-time schedule is entitled to four (4) days of study leave annually.

27. Days of leave taken for study leave purposes must be authorized in advance by the institution.

28. Where a medical physicist has not used all the days of study leave in a given year, the remaining days shall be carried over to the following year, once only.

29. A medical physicist who is absent in order to take part in organized professional development activities shall not lose any remuneration. Upon returning, the medical physicist must report on the activities concerned.

30. A medical physicist authorized to take part in professional development activities shall be reimbursed for the expenses incurred, including registration fees.

DIVISION IX

DEFERRED SALARY LEAVE PLAN

Definition

31. Under the deferred salary leave plan, the salary of a medical physicist is spread over a fixed period of time to allow the medical physicist to take leave. It is not designed to provide retirement income or to defer the payment of income tax.

The plan includes a period of contribution by the medical physicist and a period of leave.

Duration of plan

32. The duration of the deferred salary leave plan may be 2, 3, 4 or 5 years, unless it is extended by the application of the provisions of paragraphs 5, 6, 8 or 9 of section 36. The duration of the plan, including extensions, may in no case exceed 7 years.

Duration of leave

33. The duration of the leave may be from 6 months to 12 months, as provided for in paragraph 1 of section 36, and the leave may not be interrupted for any reason.

The leave must begin no later than the expiry of a maximum period of 6 years after the date on which the plan begins. Failing this, the relevant provisions of paragraph 11 of section 36 shall apply.

A medical physicist on deferred salary leave is not governed by the provisions of this Regulation during the period of leave, except the provisions of this Division, as though the clinical were not employed by the employer, subject to the medical physicist's right to claim benefits acquired previously and subject to the provisions of Division XVIII.

During the period of leave, the medical physicist may not receive any other remuneration from the employer or from any other person or partnership with which the employer is affiliated, except an amount corresponding to the percentage of the medical physicist's salary as provided for in paragraph 1 of section 36 in addition to any amounts that the employer is required to pay pursuant to section 36 for employment benefits.

Conditions for obtaining leave

34. A medical physicist may benefit from the deferred salary leave plan following an agreement with the employer, and the employer may not refuse if the elements set out in subparagraph 3 are consistent with the employer's needs. The medical physicist must:

- (1) hold a full-time position;
- (2) have completed two years of service;
- (3) file a written application with the employer, setting out:
 - (a) the duration of the medical physicist's participation in the deferred salary leave plan;

(b) the duration of the period of leave;

(c) the time at which the leave will be taken;

(4) not be on disability leave or on unpaid leave when the contract takes effect.

The elements specified under subparagraph 3 of the first paragraph must be included in a contract between the medical physicist and the employer, and the contract shall also include the provisions of this Division.

Return to work

35. At the expiry of the period of leave, the medical physicist may return to the same position. If the position that the medical physicist held at the time of departure is not available, the medical physicist shall be subject to the application of the provisions provided for in Division XIII on job security.

At the end of the period of leave, the medical physicist must remain in the service of the employer, or be subject to the application of the provisions of Division XIII, for a time at least equivalent to that of the period of leave.

36. Terms and conditions:

(1) Salary

During each of the years covered by the plan, the medical physicist shall receive a percentage of the salary on the applicable scale that the medical physicist would have received if not participating in the plan. The percentage of salary shall be fixed in accordance with the following table:

Duration of leave	Duration of plan			
	2 years	3 years	4 years	5 years
6 months	75.0%	83.34%	87.5%	90.0%
7 months	70.8%	80.53%	85.4%	88.32%
8 months	N/A	77.76%	83.32%	86.6%
9 months	N/A	75.0%	81.25%	85.0%
10 months	N/A	72.2%	79.15%	83.32%
11 months	N/A	N/A	77.07%	81.66%
12 months	N/A	N/A	75.0%	80.0%

The premiums or allowances provided for in this Regulation shall be paid to the medical physicist, if eligible for them, as if the medical physicist were not participating in the plan. During the period of leave, the medical physicist shall not be entitled to the premiums or allowances;

(2) Pension plan

For the application of the pension plans, each year of participation in the deferred salary leave plan, except for the suspensions provided for in this Division, shall be equivalent to 1 year of service, and the average salary shall be based on the salary that the medical physicist would have received had the medical physicist not participated in the deferred salary leave plan;

During the time when the plan is in effect, the contribution paid by the medical physicist to the pension plan shall be calculated on the basis of the percentage of salary received in accordance with paragraph 1;

(3) Annual vacation

During the period of leave, the medical physicist is deemed to accumulate service for the purposes of the annual vacation;

During the time when the plan is in effect, the annual vacation shall be remunerated on the basis of the percentage of salary received in accordance with paragraph 1;

If the duration of the leave is 1 year, the medical physicist is deemed to have taken the annual quantity of paid vacation to which the medical physicist is entitled. If the duration of the leave is less than 1 year, the medical physicist is deemed to have taken the annual quantity of paid vacation to which the medical physicist is entitled, in proportion to the duration of the leave;

(4) Sick leave

During the period of leave, the medical physicist is deemed to accumulate days of sick leave;

During the time when the plan is in effect, the days of sick leave, whether used or not, shall be paid for in accordance with the percentage prescribed by paragraph 1;

(5) Salary insurance

Where a disability occurs while the deferred salary leave plan is in effect, the following provisions shall apply:

(a) If the disability occurs during the period of leave, it is deemed not to exist;

At the end of the period of leave, the medical physicist, if still disabled, shall receive, after having used up the waiting period, a salary-insurance benefit equal to 80% of the percentage of salary received in accordance with paragraph 1, as long as the medical physicist remains

eligible under the provisions of section 88. If the date of termination of the contract occurs at a time when the medical physicist is still disabled, the full salary-insurance benefit shall apply;

(b) If the disability occurs before the leave has been taken, the medical physicist may either:

i. continue to participate in the plan. In such a case, the medical physicist shall receive, after having used up the waiting period, a salary-insurance benefit equal to 80% of the percentage of salary received in accordance with paragraph 1, as long as the medical physicist remains eligible under the provisions of section 88.

A medical physicist who is disabled at the beginning of the period of leave may, if the end of the leave coincides with the intended end of the plan, cease participating until the end of the disability. During the period of interruption, the medical physicist shall, if still eligible for benefits under the provisions of section 88, receive a full salary-insurance benefit, and must start the period of leave on the day on which the disability ceases; or

ii. suspend participation in the plan. In such a case, the medical physicist shall receive, after having used up the waiting period, a full salary-insurance benefit, if still eligible for benefits under the provisions of section 88. On returning to work, the medical physicist's participation in the plan shall be extended for a duration equivalent to that of the disability;

If the disability lasts until the time when the period of leave was scheduled to begin, the medical physicist may defer the leave to a time when no longer disabled;

(c) If the disability occurs after the period of leave, the medical physicist shall receive, after using up the waiting period, a salary-insurance benefit equal to 80% of the percentage of salary received in accordance with paragraph 1, if still eligible for benefits under the provisions of section 88. A medical physicist who is still disabled at the end of the plan shall receive a full salary-insurance benefit;

(d) Where the medical physicist is still disabled after the expiry of the time prescribed by paragraph 3 of section 112, the contract shall cease to have effect and the following provisions shall apply:

i. If the medical physicist has already taken the leave, the overpayment of salary may not be reclaimed, and 1 year of service for purposes of participation in the pension plan will be recognized for each year of participation in the deferred salary leave plan;

ii. If the medical physicist has not already taken the leave, the contributions withheld from the medical physicist's salary shall be reimbursed without interest and without being subject to assessment for the purposes of the pension plan;

For the purposes of this paragraph, a medical physicist disabled by a work-related injury is deemed to be receiving salary-insurance benefits;

(6) Leave or absence without pay

While the plan is in effect, the participation in the deferred salary leave plan of a medical physicist on unpaid leave or absent without pay shall be suspended. On returning to work, the medical physicist's participation in the plan shall be extended for a period equivalent to that of the leave or absence. In the case of a partial unpaid leave the medical physicist shall receive for the time worked the salary that would have been paid had the medical physicist not participated in the plan;

A leave of absence or absence without pay for 1 year or longer, except leave under section 66, shall be equivalent to a termination of the plan, and the provisions of paragraph 11 shall apply;

(7) Paid leave

While the plan is in effect, paid leave not provided for in this section shall be paid in accordance with the percentage of salary received in accordance with paragraph 1 and paid leave falling within the period of leave is deemed to have been taken;

(8) Maternity leave

Where maternity leave is taken during the contribution period, the medical physicist's participation shall be suspended. On the return of the medical physicist, the participation shall be extended for up to 20 weeks. During the maternity leave, the benefit shall be determined on the basis of the salary that would have been paid had the medical physicist not participated in the plan;

(9) Preventive withdrawal

While the plan is in effect, the participation in the deferred salary plan of a medical physicist who benefits from a preventive withdrawal shall be suspended. Upon the medical physicist's return to work, the participation shall be extended for a time equivalent to that of the preventive withdrawal;

(10) Layoff

Where a medical physicist is laid off, the contract shall cease on the date of the layoff, and the provisions of paragraph 11 shall apply;

The medical physicist shall not suffer any loss of rights in the pension plan. A year of service shall be credited for each year of participation in the deferred salary leave plan and the unpaid salary shall be paid without interest and without being subject to assessment for the pension plan;

A medical physicist laid off who benefits from job security, as provided in Division XIII, shall continue to participate in the deferred salary leave plan until placed in another position in another institution of the health and social services sector. From the date of placement, the provisions of the two preceding subparagraphs of this paragraph shall apply to the medical physicist. A medical physicist who has already taken the period of leave shall continue to participate in the deferred salary leave plan in the institution where the medical physicist is placed by the regional manpower service. A medical physicist who has not yet taken the period of leave may continue to participate in the plan provided that the new employer accepts the terms and conditions of the contract, or failing that, provided that the medical physicist agrees with the new employer on another date for taking the leave;

(11) Termination of the plan by reason of termination of employment, retirement, withdrawal or expiry of the 7-year time limit for participation in the plan or the 6-year time limit for taking leave

(a) Where the leave has been taken, the medical physicist must repay, without interest, the salary received during the leave in proportion to time remaining in the plan in relation to the period of contribution;

(b) If the leave has not been taken, the medical physicist shall be repaid, without interest, an amount equal to the contributions withheld on the salary up to the time when the contract was terminated;

(c) If the leave is in progress, the amount owed by either party shall be the amount received by the medical physicist during the leave less the amounts already deducted from the medical physicist's salary pursuant to the contract. If the balance is negative, the institution shall repay the balance to the medical physicist, without interest; if the balance is positive, the medical physicist shall repay the balance to the employer, without interest;

For the purposes of the pension plan, the rights recognized shall be those that would have applied had the medical physicist not participated in the deferred salary leave plan. If the leave has been taken, the assessments paid during the leave shall be used to compensate for the missing assessments from the years worked in order to fill the gap in the pension lost thereby. The medical physicist may redeem the period of service lost on the same terms as those relating to unpaid leave provided for in the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10);

If the leave has not been taken, the missing assessments to make up the total number of years worked shall be taken from the repayment of contributions withheld from salary;

(12) Termination of contract by reason of death

If the medical physicist dies while the plan is in effect, the contract shall terminate on the date of death, and the provisions of this paragraph apply;

If the medical physicist has already taken the leave, the contributions withheld from the medical physicist's salary shall not be claimed and a year of service for the purposes of participation in the pension plan shall be recognized for each year of participation in the deferred salary leave plan;

If the medical physicist has not already taken the leave, the contributions withheld from the medical physicist's salary shall be repaid without interest and without being subject to assessment for the purposes of the pension plan;

(13) Dismissal

If the medical physicist is dismissed while the plan is in effect, the contract shall terminate on the effective date of the dismissal. The conditions set out in paragraph 11 shall apply;

(14) Change of work schedule

Where a medical physicist changes from a full-time to a part-time schedule while participating the deferred salary leave plan, the contract shall become null and the conditions set out in paragraph 11 shall apply;

(15) Group insurance plans

During the leave, the medical physicist shall continue to benefit from the basic life-insurance plan and may continue to participate in the other insured plans by paying all the required contributions and premiums, sub-

ject to the clauses and stipulations of the insurance contract in force. However, subject to the provisions of section 86, participation in the basic health insurance plan is mandatory and the medical physicist must pay all the required contributions and premiums for that plan;

While the plan is in effect, the insurable salary shall be that set in paragraph 1. A medical physicist may, by paying the difference in the applicable premiums, maintain an insurable salary at the level of the salary that would have been paid had the medical physicist not participated in the plan;

(16) Seniority

While on leave, the medical physicist shall retain and accumulate seniority.

DIVISION X
PARENTAL RIGHTS

§1. General

37. The maternity leave benefits provided for in Subdivision 2 are paid solely as supplements to employment insurance benefits, or, in the cases mentioned below, as payments during a period of unemployment caused by pregnancy for which the employment insurance plan does not provide benefits.

38. If the granting of leave is restricted to one spouse, the restriction shall have effect when the other spouse is also a salaried employee in the public or parapublic sector.

39. An employer shall not repay to a medical physicist the sums that could be claimed by Human Resources Development Canada pursuant to the Employment Insurance Act (S.C., 1996, c. 23), where the income of the medical physicist exceeds one and one quarter times the insurable maximum.

39.1 The basic weekly salary, deferred basic weekly salary and severance pay are neither increased nor decreased by the payments received under the supplementary employment insurance benefits plan. "Basic weekly salary" means the regular salary of a medical physicist, excluding any additional remuneration, even for overtime.

40. Unless expressly stipulated to the contrary, the provisions of this Division may not have the effect of granting any monetary or non-monetary benefit that the medical physicist would not have enjoyed had the medical physicist remained at work.

§2. Maternity leave

41. A pregnant medical physicist is entitled to a maternity leave of 20 weeks, which, subject to section 44, must be consecutive.

A medical physicist who becomes pregnant while on unpaid leave or partial unpaid leave covered by this Division is also entitled to maternity leave and to the benefits mentioned in sections 46 and 49, as the case may be.

Where the spouse of a medical physicist dies, the remainder of the 20 weeks of maternity leave shall be transferred to the medical physicist, who shall benefit from the attached rights and benefits.

42. A medical physicist who is delivered of a still-born child after the beginning of the twentieth week preceding the expected date of delivery is also entitled to maternity leave.

43. The distribution of maternity leave before and after delivery shall be decided by the medical physicist and shall include the day of delivery.

44. Where a medical physicist has sufficiently recovered from delivery, but the child is unable to leave the health institution, the medical physicist may suspend the maternity leave and return to work.

A medical physicist whose child is hospitalized within 15 days of birth is entitled to the same right.

The maternity leave may be suspended only once. It shall be completed when the child arrives at the family home.

45. To obtain maternity leave, a medical physicist must give notice in writing to the employer not less than 2 weeks before the date on which the leave is to begin. The notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of birth.

Less than two weeks' notice may be given if a medical certificate certifies that the medical physicist must stop working earlier than expected. In unforeseeable circumstances, the medical physicist is not required to give notice, but must submit a medical certificate to the institution showing that it is necessary to stop working immediately.

Cases covered by employment insurance

46. A medical physicist who is absent accumulates service if the absence is authorized, in particular for reasons of disability, and includes a benefit or remuneration. A medical physicist who has accumulated 20 weeks of service and who, after submitting an application for benefits under the employment insurance plan, receives such benefits, is entitled, during the maternity leave and subject to section 51, to receive :

(1) for each week of waiting time prescribed by the employment insurance plan, an allowance equal to 93% of the basic weekly salary. The percentage is fixed to take into account the fact that the medical physicist in such a situation is exempted from contributing to the pension and employment insurance plans, which exemption is equivalent on average to 7% of the medical physicist's salary.

“Basic weekly salary” means the regular salary of the medical physicist, excluding any additional remuneration, even for overtime ;

(2) for each week in which the medical physicist receives employment insurance benefits, a supplementary allowance equal to the difference between 93% of the medical physicist's basic weekly salary and the weekly rate of employment insurance benefit received by the medical physicist ;

The supplementary allowance shall be calculated on the basis of the employment insurance benefits that a medical physicist is entitled to receive, without taking into account the amounts subtracted from such benefits for repayment of benefits, interest, penalties and other amounts recoverable under the employment insurance plan ;

A medical physicist who works for more than one employer among those mentioned in subparagraph 3 of the first paragraph of section 50 shall receive a supplementary allowance from each employer. In such a case, the supplementary allowance shall be equal to the difference between 93% of the basic salary paid by the employer and the percentage of the employment insurance benefits that represents the proportion of the basic weekly salary paid by the employer compared to the sum of the weekly basic salaries paid by all the employers. For that purpose, the medical physicist shall submit to each employer a statement of the weekly salary paid by each of them, together with the amount of benefits paid by Human Resources Development Canada ;

If Human Resources Development Canada reduces the number of weeks of employment insurance benefits to which the medical physicist would otherwise have been entitled had the medical physicist not received employment insurance benefits before the maternity leave, the medical physicist shall continue to receive, for a period equivalent to the weeks subtracted by Human Resources Development Canada, the supplementary allowance prescribed by this paragraph as though the medical physicist had received employment insurance benefits during that period;

(3) for each of the weeks following the period mentioned in paragraph 2, an allowance equal to 93% of the basic weekly salary until the end of the twentieth week of maternity leave.

47. When the maternity leave suspended under section 44 is resumed, the employer shall pay the allowance to which the medical physicist would have been entitled had the medical physicist not opted to suspend the maternity leave.

48. The employer may not compensate for any reduction in employment insurance benefits attributable to the salary earned with another employer by paying an allowance to a medical physicist on maternity leave.

Notwithstanding the first paragraph, the employer shall pay the compensation if the medical physicist shows that the salary earned is a regular salary by means of a letter to that effect from the employer paying it. If the medical physicist shows that only part of the salary is regular, the compensation shall be limited to that part.

The employer paying the regular salary mentioned in the second paragraph shall provide such a letter at the request of the medical physicist.

The total of the amounts received by the medical physicist during the maternity leave in employment insurance benefits, allowances and salary may not exceed 93% of the basic salary paid by the medical physicist's employer or employers.

Cases not covered by employment insurance

49. A medical physicist excluded from employment insurance benefits or declared ineligible shall also be excluded from the benefit of any allowance, subject to the provisions of the second and third paragraphs.

A full-time medical physicist who has accumulated 20 weeks of service is also entitled to an allowance equal to 93% of the basic weekly salary for 12 weeks if the medical physicist is not eligible for employment

insurance benefits because the medical physicist has not held insurable employment for the required number of hours during the qualifying period prescribed by the employment insurance plan.

A part-time medical physicist who has accumulated 20 weeks of service is entitled to an allowance equal to 95% of the basic weekly salary for 12 weeks if the medical physicist does not receive employment insurance benefits for either of the following reasons:

(1) the medical physicist has not contributed to the employment insurance plan;

(2) the medical physicist has contributed to the employment insurance plan, but has not held an insurable position for the number of hours required during the reference period.

If a part-time medical physicist is exempted from contributing to the pension and employment insurance plans, the percentage of the allowance shall be fixed at 93%.

50. In the cases provided for in sections 46 and 49:

(1) no allowance may be paid during a vacation period during which a medical physicist is paid;

(2) the allowance owing for the first 2 weeks of maternity leave shall be paid by the employer within 2 weeks following the beginning of the leave. Unless the salary payment plan applying is a weekly one, the allowance owing after that date shall be paid at two-week intervals, the first payment being due, in the case of a medical physicist eligible for employment insurance, only 15 days after the employer obtains proof that the medical physicist is receiving employment insurance benefits. For the purposes of this subparagraph, a statement of benefits, a money order stub and the information supplied by Human Resources Development Canada to the employer by mechanical reproduction shall be considered proof;

(3) the duration of service shall be calculated with all the employers of the public and parapublic sectors (the public service, education, health and social services) and the following bodies: the regional health and social services boards, all bodies for which, by law, the employees' terms of employment and standards and pay scale are determined or approved by the Government, the Office francoquébécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other body listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2);

The requirement of 20 weeks of service under sections 46 and 49 shall be deemed to have been met when the medical physicist has satisfied that requirement with any employer mentioned in this paragraph;

(4) the basic weekly salary of a part-time medical physicist is the average basic weekly salary of the last 20 weeks preceding the maternity leave. If, during that period, the medical physicist received benefits set at a certain percentage of the regular salary, the basic salary during the maternity leave shall be calculated on the basis of the basic salary used to calculate those benefits;

Any period during which a medical physicist on a special leave provided for in section 57 did not receive an indemnity from the Commission de la santé et de la sécurité du travail, and any period during which the medical physicist was absent without pay in accordance with the Regulation, is excluded for the purpose of calculating the average basic weekly salary;

If the period of 20 weeks preceding the maternity leave of a part-time medical physicist includes the date on which salary rates and scales are increased, the calculation of the basic weekly salary shall be made on the basis of the salary rate in force on that date. If the maternity leave includes the date on which salary rates and scales are increased, the basic weekly salary shall change on that date in accordance with the formula for the adjustment of the applicable salary scale.

The provisions of subparagraph 4 constitute one of the express provisions covered by section 40.

51. The maternity leave allowance paid by the Government of Québec shall be subtracted from the allowances paid under section 46.

Where the provisions of the third paragraph of paragraph 2 of section 46 apply, the subtraction shall be effected in accordance with the procedure for allocating the amount to be subtracted set out in that paragraph.

52. During a period of maternity leave and the extensions provided for in section 53, a medical physicist shall enjoy, where entitled thereto, the following benefits:

- (1) life insurance;
- (2) health insurance, provided the medical physicist pays the premium;
- (3) accumulation of vacation time;
- (4) accumulation of sick leave;
- (5) accumulation of experience;

(6) accumulation of seniority for job security purposes.

A medical physicist may carry forward not more than 4 weeks of annual vacation if they fall within the maternity leave and if, not later than 2 weeks before the expiry of the leave, the medical physicist informs the employer in writing of the date on which the vacation is to be taken.

53. If the birth occurs after the expected date, the medical physicist is entitled to extend the maternity leave for a time equal to the delay, except if at least 2 weeks of maternity leave are already scheduled after the birth.

The maternity leave may also be extended for 6 weeks if the baby is hospitalized during the maternity leave, or if the state of health of the baby makes it necessary.

During a period of extended leave, the medical physicist shall not receive any allowance or salary.

54. Maternity leave may be for a shorter period than 20 weeks. A medical physicist who returns to work within 2 weeks following the birth must, at the employer's request, submit a medical certificate attesting that the medical physicist has sufficiently recovered to return to work.

55. During the fourth week preceding the date of expiry of a period of maternity leave, the employer shall send the medical physicist a notice indicating the date on which the leave is to expire.

A medical physicist to whom the employer has sent such a notice must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in section 70.

A medical physicist who fails to comply with the second paragraph shall be deemed to be on unpaid leave for a period not exceeding 4 weeks. At the end of that period, a medical physicist who has not reported for work is deemed to have resigned.

56. Upon returning from maternity leave, the medical physicist shall return to the position held before departure. Where the position has been abolished, the medical physicist is entitled to the same benefits as if the medical physicist had been at work.

Similarly, upon returning from maternity leave, a medical physicist not holding a position shall resume the assignment held at the time of departure if the predicted duration of that assignment continues after the date of the end of the maternity leave.

§3. *Special leave for pregnancy and breast-feeding*

Temporary assignment and special leave

57. A medical physicist may apply to be assigned temporarily to another position that is vacant or temporarily unoccupied, if the medical physicist

(1) is pregnant and has working conditions that involve risks of infectious diseases or physical dangers for the medical physicist or the unborn baby;

(2) has working conditions that involve dangers for the baby the medical physicist is breast-feeding;

(3) works regularly on a cathode ray display.

The medical physicist must submit a medical certificate to that effect as soon as possible.

A medical physicist other than the one who has applied for a temporary re-assignment may, after obtaining the employer's consent, agree to exchange positions with the pregnant medical physicist for the duration of the temporary re-assignment. This provision applies to the extent that both persons meet the normal requirements of the tasks to be carried out. Both medical physicists affected by the re-assignment shall retain the rights and privileges attached to their respective regular positions.

If the re-assignment is not carried out immediately, the medical physicist is entitled to a special leave beginning immediately. Unless a temporary re-assignment is made subsequently and brings the special leave to an end, the special leave ends, for a medical physicist who is pregnant, on the date of delivery and, for a medical physicist who is breast-feeding, at the end of the period of breast-feeding.

During the special leave described in this section, the medical physicist shall be governed in respect of the allowance paid, by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) respecting the preventive withdrawal of a pregnant worker or a worker who is breast-feeding.

Following a written application, the employer shall pay the medical physicist an advance on the indemnity receivable, calculated on the basis of the payment anticipated. If the Commission de la santé et de la sécurité du travail pays the anticipated indemnity, the repayment of the advance shall be deducted from the indemnity; in other cases, the repayment shall be deducted at the rate of 10% of the amount advanced per pay period, until the debt is fully paid. Where the medical physicist exercises the right to apply for a review of the decision of the

Commission de la santé et de la sécurité du travail, or to contest the decision before the Commission des lésions professionnelles, the repayment may not be claimed before the administrative review of the Commission de la santé et de la sécurité du travail, or the decision of the Commission des lésions professionnelles, has been made.

Other special leave

58. A pregnant medical physicist shall also be entitled to special leave in the following cases:

(1) where a pregnancy complication or a risk of miscarriage requires the medical physicist to stop work for the period prescribed by a medical certificate. The special leave may not extend beyond the beginning of the eighth week preceding the expected date of delivery;

(2) upon submission of a medical certificate prescribing a period of leave, when a natural or induced miscarriage occurs before the beginning of the twentieth week preceding the expected date of delivery;

(3) for pregnancy-related visits to a health professional, certified by a medical certificate.

59. In the case of the visits mentioned in paragraph 3 of section 58, the medical physicist shall take special leave with pay up to a maximum of 4 days. This special leave may be taken in half-days.

During the special leaves granted under this Subdivision, the medical physicist shall enjoy the benefits prescribed in section 52, provided the medical physicist is regularly entitled thereto, and in section 56.

A medical physicist covered by any of paragraphs 1, 2 and 3 of section 58 may also opt for the benefits of the sick-leave plan or the salary-insurance plan. In the case of paragraph 3, the medical physicist must first have exhausted the 4 days of special leave.

§4. *Other parental leave*

Paternity leave

60. Every medical physicist is entitled to take paid leave for a maximum of 5 working days for the birth of the medical physicist's child. The medical physicist is also entitled to the leave if the child is stillborn and the delivery takes place after the beginning of the twentieth week preceding the expected date of delivery. The leave may be discontinuous, but must be taken between the beginning of the confinement and the 15th day following the mother's or the child's return home.

One of the 5 days of leave may be used for the baptism or registration of the child.

Adoption leave and unpaid pre-adoption leave

61. A medical physicist who legally adopts a child other than the child of the medical physicist's spouse is entitled to a leave not exceeding 10 consecutive weeks, provided that the medical physicist's spouse does not take the same leave. The leave must be taken after the order of placement of the child or the equivalent in the case of an international adoption has been made, depending on the type of adoption, or at another time agreed upon with the employer.

62. A medical physicist legally adopting a child, who is not entitled to the 10 weeks adoption leave, is entitled to leave for a maximum of 5 working days, only the first 2 of which are paid.

The leave may be discontinuous and may not be taken later than 15 days after the child arrives in the medical physicist's home.

However, if the child is the child of the medical physicist's spouse, the medical physicist is entitled only to unpaid leave, for a maximum of two working days.

63. For each week of leave taken under section 61, the medical physicist shall receive an allowance equal to the basic weekly salary, paid at 2-weekly intervals, or at weekly intervals if the applicable salary payment plan is weekly.

The basic weekly salary of a part-time medical physicist shall be determined in accordance with the provisions of subparagraph 4 of the first paragraph of section 50.

64. For pre-adoption purposes, a medical physicist may take unpaid leave of up to 10 weeks duration from the date on which responsibility is taken for the child, unless it is the child of the medical physicist's spouse. If an adoption results, the medical physicist may convert the unpaid leave into paid leave if the medical physicist has not already taken paid leave pursuant to section 61.

A medical physicist who travels outside Québec to adopt a child, except the child of the medical physicist's spouse, shall, after submitting a written application to the employer if possible two weeks in advance, obtain unpaid leave for the duration of the trip. If the medical physicist takes responsibility for the child concerned, the maximum duration of the unpaid leave shall be 10 weeks, in accordance with the first paragraph.

65. Adoption leave under section 61 may begin on the date on which unpaid pre-adoption leave under section 64 begins, if the duration of the unpaid leave is 10 consecutive weeks and if the medical physicist so requests in the written application submitted under section 70.

During the leave, the medical physicist shall enjoy the same benefits as those attached to unpaid leave and partial unpaid leave under this Division.

Where the adoption leave takes effect on the date when the unpaid leave begins, the medical physicist shall enjoy only the benefits prescribed for adoption leave.

If no child is adopted following a period of pre-adoption leave for which the medical physicist receives an allowance paid under section 63, the medical physicist is deemed to have been on unpaid leave and shall repay the allowance at the rate of 10% per pay period until the debt is fully paid, except if the parties agree otherwise.

Unpaid leave and partial unpaid leave

66. A medical physicist is entitled to take one of the following types of leave:

(1) Unpaid leave up to a maximum of 2 years shall be granted to a medical physicist to extend a period of maternity leave or paternity leave or a 10-week period of adoption leave.

A full time medical physicist who does not take the above type of unpaid leave is entitled to take partial unpaid leave over a maximum period of 2 years.

During a period of leave, a medical physicist is authorized, after submitting a written application to the employer at least 30 days in advance, to change, once only,

- i. a period of unpaid leave into a period of partial unpaid leave, or vice versa;
- ii. a period of partial unpaid leave into a different type of partial unpaid leave.

Notwithstanding the above, the medical physicist may make a second change during a period of unpaid leave or partial unpaid leave, provided it is specified in the initial application for change.

A part-time medical physicist is also entitled to take partial unpaid leave. If agreement cannot be reached with the employer on the number of days that must be worked per week, the part-time medical physicist must work two and a half (2 1/2) days per week.

A medical physicist who does not take unpaid leave or partial unpaid leave may, for the part of a period of leave that is not taken by the medical physicist's spouse, choose to take either unpaid leave or partial unpaid leave by following the prescribed procedures.

Where the medical physicist's spouse is not an employee in the public or parapublic sector, the medical physicist may opt to take the leave mentioned above at the time of the medical physicist's choice within the 2 years following a birth or adoption, but not later than the 2-year time limit prescribed after the birth or adoption;

(2) A medical physicist who does not opt to take leave under paragraph 1 of section 66 may, following the birth or adoption of a child, take unpaid leave up to a maximum of 52 continuous weeks, beginning on the date chosen by the medical physicist and ending not later than 70 weeks after the birth or, in the case of an adoption, 70 weeks after responsibility is taken for the child. However, this paragraph does not apply in the case of a medical physicist who adopts the child of the medical physicist's spouse.

67. While on unpaid leave under section 66, a medical physicist shall retain the same record of experience and may continue to participate in the applicable insurance plans by making an application at the beginning of the leave and paying all premiums.

During a period of partial unpaid leave, a medical physicist shall continue to accumulate seniority and, while working, shall be governed by the rules applicable to a part-time medical physicist.

Notwithstanding the first two paragraphs, a medical physicist shall accumulate experience for salary determination purposes during the first 52 weeks of a period of unpaid leave or partial unpaid leave.

68. A medical physicist may take deferred annual vacation immediately before a period of unpaid leave or partial unpaid leave, provided that there is no break with the paternity leave, maternity leave or adoption leave, as the case may be.

For the purposes of this section, statutory holidays accumulated before the beginning of the maternity leave, paternity leave or adoption leave are considered to be deferred annual vacation.

69. On the expiry of a period of unpaid leave or partial unpaid leave, a medical physicist may return to the same position. If the position has been abolished, the medical physicist is entitled to the same benefits as if at work during that period.

Similarly, upon returning from a period of unpaid leave or partial unpaid leave, a medical physicist not holding a position shall resume the assignment held at the time of departure, if the scheduled duration of the assignment continues after the end of the period of leave.

Parental responsibility leave

69.1 Unpaid leave or partial unpaid leave up to a maximum of 1 year shall be granted to a medical physicist presenting supporting documents whose minor child suffers from social or emotional problems, a handicap or a prolonged illness and is in a state that requires the presence of the medical physicist. The terms and conditions set out in sections 67, 70 and 72 apply to the period of leave.

69.2 Subject to the other provisions of this Regulation, a medical physicist may be absent from work up to six days each year to attend to the minor child of the medical physicist or the latter's spouse if the medical physicist's presence is expressly required for reasons linked to the child's health, safety or education.

The days of leave shall be deducted from the medical physicist's annual sick leave allowance or, if not possible, shall be unpaid. In all cases, the medical physicist must notify the employer as soon as possible and provide proof that the absence is necessary.

Miscellaneous provisions

70. Leave taken under section 61, the first paragraph of section 64, paragraphs 1 and 2 of section 66 and section 69.1 shall be granted following a written application submitted at least 2 weeks in advance.

Partial unpaid leave shall be granted following a written application submitted at least 30 days in advance.

In the case of unpaid leave or partial unpaid leave, the application must specify the date of the return to work.

The application must also specify the leave schedule, with regard to the position held by the medical physicist. If the employer does not agree to the proposed number of days of leave per week, a full-time medical physicist is entitled to a maximum of two and a half days per week or the equivalent for up to 2 years.

If the employer does not agree to the proposed schedule for the days of leave, the employer shall decide the schedule.

At any time, the medical physicist and the employer may agree to adjust the schedule of a period of unpaid leave on a part-time basis.

71. During the fourth week preceding the date of expiry of a 10-week period of adoption leave, the employer shall send the medical physicist a notice indicating the date on which the leave is to expire.

A medical physicist to whom the employer has sent such a notice must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in section 70.

A medical physicist who fails to comply with the second paragraph shall be deemed to be on unpaid leave for a period not exceeding 4 weeks. At the end of that period, a medical physicist who has not reported for work is deemed to have resigned.

72. A medical physicist to whom the employer has sent, 4 weeks in advance, a notice indicating the date of expiry of a period of unpaid leave must give notice of the date on which the medical physicist intends to return to work at least 2 weeks before the date of expiry of the leave, failing which the medical physicist is deemed to have resigned.

A medical physicist who wishes to terminate a period of unpaid leave before the scheduled date must give notice at least 21 days before the medical physicist intends to return to work. If the period of unpaid leave exceeds 52 weeks, at least 30 days notice must be given.

73. A medical physicist who takes adoption leave under section 61 shall enjoy the benefits provided for in section 52, if regularly entitled thereto, and the benefits provided for in section 56.

74. The total of the amounts received by a medical physicist in employment insurance benefits, allowances and premiums may not exceed 95% of the sum of the medical physicist's basic salary and regional disparity premium.

During a maternity leave, a medical physicist is entitled to the indemnities or parts of indemnities payable by the employer pursuant to subdivision 2, regardless of any changes made to the eligibility criteria for employment insurance after the date of coming into force of this Regulation, provided they are eligible under the supplementary employment insurance benefits plan.

DIVISION XI **LIFE, HEALTH AND SALARY INSURANCE** **PLANS**

§1. General

75. A medical physicist subject to the provisions of this Regulation shall benefit, in the event of death, illness or accident, from the plans described hereinafter from the time indicated below until the date of the actual taking of effect of the medical physicist's retirement, whether or not the medical physicist has completed the probation period:

(1) if hired full-time or at 70% or more of a full-time schedule in a permanent position: after one month of continuous service;

if hired full-time or at 70% or more of a full-time schedule in a temporary position: after three months of continuous service;

The employer shall pay the full contribution for the basic health insurance plan for these medical physicists.

(2) if hired part-time, at less than 70% of a full-time schedule: after three months of continuous service. In this case, the employer shall pay one half of the contribution payable for the basic health insurance plan for a medical physicist hired full-time, and the medical physicist shall pay the balance of the employer's contribution in addition to the employee's contribution.

A part-time medical physicist is excluded from the insurance plans under this Division until the medical physicist has completed 3 months of continuous service. The medical physicist then becomes covered by subparagraph 1 or 2 of the first paragraph, depending upon the percentage of time worked during the 3 months, until the following 1 January.

On 1 January each year, a part-time medical physicist who has completed 3 months of continuous service becomes covered by subparagraph 1 or 2 for the 12 following months, depending upon the percentage of time worked during the period from 1 November to 31 October of the preceding year.

Notwithstanding the above and subject to the stipulations of the insurance contract in force,

(1) once the period of three months continuous service provided for in subparagraph 2 of the first paragraph has been completed, a newly-hired part-time medical physicist working 25% or less of a full-time schedule can agree to be covered by the insurance plans provided

for in this Division. The medical physicist must give written notice of agreement within 10 calendar days of receiving a written notice from the employer stating the percentage of a full-time schedule worked during the three-month period of continuous service. However, subject to the provisions of section 86, participation in the basic health insurance plan is mandatory;

(2) on 1 January each year, a medical physicist whose work schedule has been reduced to 25% of full-time or less during the period from 1 November to 31 October of the preceding year, may cease to participate in the insurance plans provided for in this Division. The medical physicist must give written notice of cessation within 10 calendar days receiving a written notice from the employer stating the percentage of a full-time schedule worked during the preceding period. However, subject to the provisions of section 86, participation in the basic health insurance plan is mandatory;

(3) a medical physicist working 25% or less of a full-time schedule who chooses not to be covered by the basic life insurance and salary insurance plans may change that choice as of 1 January each year. The employer must be notified of the change not later than 1 December.

76. For the purposes of this Division, “dependent” means the spouse or dependent child of a medical physicist, or a person suffering from a functional impairment, as defined below:

(1) Spouse

A “spouse” is one of two persons who:

- (a) are married to each other and live together;
- (b) live together in a conjugal relationship and are the father and mother of the same child;
- (c) are of the opposite or the same sex and have lived together in a conjugal relationship for at least one year.

A dissolution of marriage by divorce or annulment cancels the status of spouse, as does a de facto separation for more than 3 months in the case of a de facto union. A medical physicist who does not live with the person who is the medical physicist’s spouse may designate that person to the insurer as a spouse. A medical physicist may also designate a person other than the medical physicist’s legal spouse as a spouse if that person meets the definition of “spouse” set out above.

(2) Dependent child

A “dependent child” is the child of a medical physicist, of the medical physicist’s spouse or of both of them, who is unmarried and resident or domiciled in Canada, depends on the medical physicist for support, and is:

- (a) less than 18 years of age;
- (b) less than 25 years of age and a duly registered full-time student at an educational institution recognized by the Minister of Education;
- (c) of any age, but became totally disabled while meeting one of the above conditions and has remained continuously disabled since that time.

An unmarried child in whose respect the medical physicist or the medical physicist’s spouse exercise parental authority, or would exercise parental authority if the child were a minor, and who meets the other conditions set out above, is also considered to be a dependent child.

(3) Person suffering from a functional impairment:

A “person suffering from a functional impairment” is a person of full age who has no spouse, suffers from a functional impairment defined in the Regulation respecting the basic prescription drug insurance plan that began before the person reached the age of 18, receives no benefits under a last resort assistance program pursuant to the Act respecting income security and is domiciled at the home of a medical physicist, and over whom the medical physicist or the medical physicist’s spouse would exercise parental authority were the person a minor.

77. Definition of disability

“Disability” means a condition of incapacity resulting from an illness, including an accident or a pregnancy complication, a tubal ligation, a vasectomy, similar cases related to family planning or an organ donation, that requires medical care and makes the medical physicist totally incapable of performing the usual duties of the medical physicist’s job or any similar job providing remuneration similar to that offered by the employer.

78. A period of disability is any period of continuous disability, or a series of successive periods separated by less than 15 working days of full-time work or availability for full-time work, unless the medical physicist demonstrates to the satisfaction of the employer or the employer’s representative that a subsequent period is attributable to an illness or an accident totally unrelated to the cause of the previous disability.

79. A period of disability resulting from an illness or injury voluntarily caused by the medical physicist, or resulting from alcoholism or drug addiction, from active participation in a riot, insurrection or criminal act, or from service in the armed forces, is not recognized as a period of disability for the purposes of this Division.

A period of disability resulting from alcoholism or drug addiction during which the medical physicist receives treatment or medical care for rehabilitation purposes is recognized as a period of disability.

80. In return for the employer's contribution to the insurance benefits covered by this Division, the entire rebate granted by Human Resources Development Canada for a registered plan shall belong to the employer.

81. The waiting period for the long-term salary insurance plan cannot be less than 24 months, and the maximum net after-tax benefit cannot exceed 80% of the after-tax salary, including any benefits received by a medical physicist from other sources, in particular pursuant to the Act respecting the Québec Pension Plan, the Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases and the Acts governing the various pensions plans; the maximum should not be construed as setting a similar limit on the benefits that a medical physicist may receive from other sources.

§2. Basic life insurance plan

82. A medical physicist to whom subparagraph 1 of the first paragraph of section 75 applies is entitled to \$6,400 of life insurance coverage.

A medical physicist to whom subparagraph 2 of the first paragraph of section 75 applies is entitled to \$3,200 of life insurance coverage.

The employer shall pay 100% of the cost of such life insurance coverage.

§3. Basic health insurance plan

83. The employer's contribution to the basic health insurance plan of a medical physicist may not exceed the lesser of the following amounts:

(1) in the case of a participating medical physicist with personal coverage and coverage for the medical physicist's dependents, \$5 per month;

(2) in the case of a participating medical physicist with personal coverage only, \$2 per month;

(3) double the assessment paid by the participating medical physicist for benefits provided by the basic plan, except those covering hospital expenses incurred in Canada.

84. The insurance contract must provide for an exemption from payment of the employer's contribution from the 105th week of disability of a medical physicist.

85. The insurance contract must be taken out with an insurance company having its head office in Québec.

86. Participation in the basic health insurance plan is mandatory.

However, a medical physicist may, by sending written notice to the employer, refuse or cease to participate in the basic health insurance plan, provided the medical physicist provides proof of coverage under another group insurance plan or, if the contract so allows, under the general prescription drug insurance plan of the Régie de l'assurance maladie du Québec (RAMQ).

A medical physicist who is absent without pay for over 28 days may cease to participate in the basic health insurance plan on the same conditions. A medical physicist who fails to meet the conditions shall pay both the employee's premiums and the employer's contributions.

87. A medical physicist who has refused or ceased to participate in the basic health insurance plan may begin to participate in the plan again according to the conditions set out in the contract.

§4. Salary insurance plan

88. Subject to the provisions of this Division, a medical physicist is entitled, for any period of disability during which the medical physicist is absent from work

(1) up to the lesser of the number of days of sick leave credited to the medical physicist and 5 working days, to payment of a benefit equivalent to the salary that the medical physicist would receive if at work;

A medical physicist who must be absent from work because of a disability but does not have a sufficient number of days credited to cover the first 5 working days of absence may use, by anticipation, the days that would be credited up to 30 November of the current year. A medical physicist who leaves before the end of the year must reimburse the employer at the rate in effect on the date of departure for the sick-leave days taken by anticipation and not yet earned, out of the final pay amount;

(2) from the 6th working day and up to 104 weeks, to payment of a benefit equal to 80 % of the salary.

The salary used to calculate the benefit is the rate on the salary scale applying to the medical physicist that would be received by the medical physicist if at work. A medical physicist may change levels on the scale only once during the same period of disability leave, if the change was scheduled to take place in the 6 months following the date on which the disability leave began;

For a part-time medical physicists, the amount of the benefit shall be calculated in proportion to the time worked during the last 12 calendar weeks for which no sick leave, vacation leave, maternity leave, adoption leave or preventive withdrawal was authorized in accordance with the Regulation, as a percentage of the benefit payable on a full-time salary;

(3) from the 4th week of disability within the meaning of section 78, a medical physicist holding a position and receiving salary insurance benefits may, on request and on the recommendation of the attending physician, benefit from one or more periods of job rehabilitation within a maximum period of up to 3 consecutive months. The job rehabilitation must be agreed to by the employer and must allow the medical physicist to perform all the usual tasks of the position. During a period of rehabilitation, the medical physicist shall continue to be subject to the salary-insurance plan.

At the end of the three-month period, the employer and the medical physicist may, on the recommendation of the attending physician, agree to extend the period for up to three consecutive months.

The medical physicist may terminate the period of rehabilitation before the end of the period agreed upon by submitting a medical certificate from the attending physician.

During the period of rehabilitation, the medical physicist is entitled to receive a salary for the proportion of the time worked and the benefit applicable for the proportion of time not worked.

No period of rehabilitation shall have the effect of interrupting the period of disability or extending the period of payment of complete or reduced salary-insurance benefits beyond 104 weeks of benefits for the disability.

At the end of the rehabilitation period, the medical physicist may return to the same position if no longer disabled. If the disability continues, the medical physicist shall continue to receive benefits until no longer eligible therefor.

89. A disabled medical physicist shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) while benefits remain payable under paragraph 2 of section 88, including any waiting period and during 1 additional year if the medical physicist is disabled at the end of the 24th month, unless the medical physicist returns to work, dies or retires before the end of the period. The medical physicist is exempted from paying premiums to the RREGOP with no loss of rights as soon as payment of the benefit under paragraph 1 of section 88 ceases or at the end of the period provided for in the third paragraph of section 102, as the case may be. The provisions respecting exemptions from paying premiums form an integral part of the provisions of the Government and Public Employees Retirement Plan. The payment of benefits shall not be construed as conferring on the beneficiary the status of employee nor as adding to the beneficiary's rights as such, in particular concerning the accumulation of sick leave days.

The provisions relating to an exemption from paying premiums to the RREGOP for 1 additional year, as defined in the preceding paragraph, apply to medical physicists whose disability begins on or after 1 January 1998.

90. The salary insurance benefits shall be reduced by the initial amount, without considering later increases resulting from indexation clauses, of all disability allowances payable under any Act, in particular the Automobile Insurance Act (R.S.Q., c. A-25), the Act respecting the Québec Pension Plan (R.S.Q., c. R-9), the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) and the Acts governing the various pension plans. The following provisions shall apply more specifically:

(1) where the disability gives entitlement to benefits payable under the Act respecting the Québec Pension Plan or the Acts governing the various pension plans, the salary insurance benefits shall be reduced by the amount of those disability benefits;

(2) where the disability gives entitlement to indemnities payable under the Automobile Insurance Act, the following provisions shall apply:

(a) for the period covered by paragraph 1 of section 88, if the medical physicist has sick leave days in reserve, the institution shall pay to the medical physicist any difference between the latter's net salary and the indemnity payable by the Société de l'assurance-automobile du Québec. The net salary shall mean the gross salary less federal and provincial income tax and contributions to the Québec Pension Plan and the Employment Insurance Plan. The bank of accumulated sick leave days shall be reduced in proportion to the amount so paid;

(b) for the period covered by paragraph 2 of section 88, the medical physicist shall receive any difference between 85% of the medical physicist's net salary, within the meaning of subparagraph a and the indemnities payable by the Société de l'assurance-automobile du Québec;

(3) In the case of an employment injury giving entitlement to an income replacement indemnity under the Act respecting industrial accidents and occupational diseases, the following provisions shall apply:

(a) the medical physicist shall receive from the employer 90% of the medical physicist's net salary, within the meaning of subparagraph a of paragraph 2, until the date of consolidation of the injury, up to a maximum of 104 weeks from the date on which the period of disability begins;

(b) where the date of consolidation of the injury is prior to the 104th week following the date on which the period of continuous absence owing to an employment injury begins, the salary insurance plan provided for in section 88 shall apply if the medical physicist is, following that injury, still disabled within the meaning of section 78 and, in such case, the date of the beginning of the period of absence shall be considered to be the date on which the disability begins for the purposes of the salary insurance plan;

(c) the indemnities paid by the Commission de la santé et de la sécurité du travail for the same period shall be reimbursed to the employer up to the amounts mentioned in subparagraphs a and b;

The medical physicist must sign the required forms to permit the employer to be reimbursed.

The medical physicist's bank of sick-leave days shall not be affected by an absence covered by subparagraph 3, and the medical physicist shall be deemed to be receiving salary insurance benefits.

No salary insurance benefits may be paid for a disability for which an indemnity has been paid under the Act respecting industrial accidents and occupational diseases where the employment injury giving entitlement occurred with another employer. In such a case, the medical physicist is required to inform the employer of such an occurrence and of the fact that the medical physicist is receiving an income replacement indemnity. Where the Commission de la santé et de la sécurité du travail ceases to pay indemnities under the Act respecting industrial accidents and occupational diseases, following an employment injury occurring with another employer, the salary insurance plan provided for in section 88 shall apply if the medical physicist is still disa-

bled within the meaning of section 78 and, in such case, the date of the beginning of the period absence is considered to be the date on which the disability begins for the purposes of the salary insurance plan.

To receive the benefits prescribed by section 88 and this section, a medical physicist must inform the employer of the amount of the weekly benefit payable under any Act.

91. The payment of the benefit shall cease on the effective date of the medical physicist's retirement. The amount of the benefit shall be divided, where necessary, into one-fifth of the amount prescribed for a complete week per working day of disability during a normal work week.

92. The payment of benefits payable as days of sick leave or as salary insurance shall be made directly by the employer, provided the medical physicist submits the supporting documents that may reasonably be required.

The medical physicist is responsible for ensuring that all supporting documents are duly completed.

93. Whatever the length of the absence, whether or not an allowance is paid, and whether or not an insurance contract is purchased to guarantee the risk, the employer or the insurer or the government agency chosen to represent the employer for the purpose may verify the reason for the absence and may check the nature and duration of the disability.

94. In order to make verification possible, the medical physicist must inform the employer without delay when unable to report for work owing to illness, and must promptly submit the required supporting documents mentioned in section 92. The employer or the employer's representative may require a statement from the medical physicist or the attending physician unless, owing to circumstances, no physician was consulted, and may also have the medical physicist examined in connection with any absence, the cost of such examination not being charged to the medical physicist.

95. The verification may be made on a sampling basis or as required, when considered appropriate by the employer because of repeated absences. If the medical physicist makes a false statement or if the reason for the absence is other than the medical physicist's illness, the employer may take the appropriate disciplinary measures.

96. A medical physicist who, by reason of the nature of an illness or injury, is unable to inform the employer without delay or to submit the proof required promptly, must do so as soon as possible.

97. If payment is refused by reason of the non-existence or presumed cessation of a disability, the medical physicist may appeal by using the procedure provided for in Division XVII.

98. The sick-leave days credited to a medical physicist on 1 December 1980 and not used on the date of the coming into force of this Regulation shall remain credited to the medical physicist and may be used at the rate of the medical physicist's regular salary at the time of use for the following purposes:

(1) to complete the waiting period of 5 working days where the medical physicist has exhausted, during a year, the 9.6 days of sick leave provided under section 99;

(2) to take pre-retirement leave;

(3) to redeem the years of service not contributed for under the Government and Public Employees Retirement Plan; in such a case, the bank of sick-leave days may be used in full, as follows:

(a) first, the first 60 days at full value;

(b) next, the number of days exceeding 60, without limit, at half value;

(4) to complete the difference between the net salary of the medical physicist and the salary-insurance benefit mentioned in paragraph 2 of section 88. During that period, the reserve of sick-leave days shall be reduced in proportion to the amount so paid.

The same rule applies to the expiry date of the 104 weeks of salary-insurance benefits. For the purposes of this paragraph, the net salary shall mean the gross salary less federal and provincial income tax, contributions to the Québec Pension Plan, the Employment Insurance Plan and the retirement plan;

(5) when the medical physicist leaves, the accumulated sick leave days that may be cashed in shall be paid at the rate of one day per day up to 60 working days. The accumulated sick leave days beyond the first 60 shall be paid at the rate of one-half working day per accumulated working day up to 30 working days. The maximum number of days cashed in on departure may not exceed 90 working days.

99. At the end of each month of paid service, the medical physicist shall be credited with 0.8 working days of sick leave. For the purposes of this section, any authorized absence of more than 30 days shall interrupt the accumulation of sick leave. However, an absence of over 30 consecutive days pursuant to section 10 shall not interrupt the accumulation of sick leave.

Any period of continuous disability of more than 12 months shall interrupt the accumulation of days of annual vacation, regardless of the period of reference mentioned in section 10.

A medical physicist may use 3 days of the sick leave mentioned in the first paragraph for personal reasons. The medical physicist shall take those days one at a time and shall inform the employer, at least 24 hours in advance, who may not refuse the leave without a valid reason.

The days of leave may be taken by anticipation from the days of sick leave that the medical physicist is to accumulate by 30 November of the current year. However, the leave may not be taken by anticipation between 15 December and 15 January without the agreement of the employer. A medical physicist who leaves before the end of the year must reimburse the employer at the rate in effect on the date of departure for the sick-leave days taken by anticipation and not yet earned, out of the final pay amount.

100. A medical physicist who has not used all the days of sick leave to which the medical physicist is entitled, in accordance with section 99, shall receive on 15 December each year payment for the days so accumulated and not used by 30 November each year.

101. Periods of disability existing on the date of coming into force of this Regulation shall not be interrupted.

102. A part-time medical physicist shall, instead of accumulating days of sick leave as provided for in section 99, receive with each pay 4.21% of:

— the salary otherwise received;

— the salary that the medical physicist would have received had unpaid sick leave not been taken while the medical physicist held a position or an assignment;

— the salary used to establish maternity leave, adoption leave or preventive withdrawal benefits.

A new part-time medical physicist who has not completed 3 months of continuous service, or has chosen not to participate in the insurance plans under the provisions of section 75, shall receive 6.21% of the salary referred to in the first paragraph with each pay.

A part-time medical physicist covered by subparagraph 1 or 2 of the first paragraph of section 75 shall benefit from the other provisions of the salary insurance plan, except that the benefits become payable for each period of disability only after 7 calendar days of absence

from work owing to disability, from the first day on which the medical physicist was required to report to work.

The third paragraph does not apply to a part-time medical physicist who has chosen under the provisions of section 75 not to participate in the insurance plans.

§5. *Other*

103. The coverage provided by the basic and optional plans as well as the provisions governing it are those contained in the policies issued by the insurer for the purpose of insuring unionizable but non-unionized salaried employees in the health and social services sector.

§6. *Return to work of a medical physicist who has incurred an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases*

104. A medical physicist who has incurred an employment injury may be temporarily assigned by the employer, while eligible for an income replacement indemnity, either to the medical physicist's original position, or to a replacement position or short-term assignment, even if the injury is not consolidated. The assignment shall be made on condition that it does not involve any risk to the health, safety, or physical integrity of the medical physicist, considering the injury.

DIVISION XII RETIREMENT PLAN

105. A medical physicist to whom this Regulation applies shall be governed by the Act respecting the Government and Public Employees Retirement Plan.

DIVISION XIII JOB SECURITY AND MOVING EXPENSES

§1. *Job security*

106. The employer shall give notice in writing of at least 4 months to the Association and to the medical physicists concerned of any total or partial closure of a medical physics department or service, of a change in the mission of an institution, of a merger or integration of institutions, and of the foreseeable impact on medical physics staff.

A medical physicist who is laid off following the total or partial closure of a medical physics department or service, a change in the mission of an institution, a merger or integration of institutions or the abolition of the medical physicist's position, shall benefit from the provisions of this Subdivision.

The employer shall give notice in writing of at least 30 days to a medical physicist laid off in one of the cases listed in the second paragraph; a copy of the notice shall be sent to the Association.

107. Where the employer abolishes a full-time or part-time medical physicist's position, the medical physicist with the least seniority holding a full-time or part-time position shall be affected by the abolition.

108. Where a medical physics service is totally or partially closed or totally or partially integrated with that of another institution, the medical physicists whose positions are abolished shall be transferred to the positions available in the other institution.

In the event that the number of medical physicist positions to be filled is less than the number of medical physicists likely to be transferred, the positions must be filled by the medical physicists with the most seniority.

Medical physicists who refuse the transfers described in the first and second paragraphs shall be deemed to have voluntarily resigned.

The above provisions also apply where institutions are merged or change their mission and are integrated with another institution.

Where a medical physics department or service is totally closed and is not integrated with that of another institution, or where an institution closes, a medical physicist with job security shall be temporarily assigned to another institution in the region, which shall become the new employer until the medical physicist is placed in another position by the employer or the regional manpower service. The medical physicist is bound to accept any temporary assignment in accordance with section 119.

The transfers of medical physicists caused by the application of this section shall be carried out within the same administrative region served by the same regional health and social services board. Transfers may also be made outside the region if they are within a radius of 50 kilometres of the medical physicist's locality, as defined in the sixth paragraph of section 114.

A medical physicist transferred outside a radius of 50 kilometres from the medical physicist's locality shall benefit from the mobility premium mentioned in section 114 and the moving expenses mentioned in section 128, where applicable.

To be entitled to those reimbursements, the medical physicist's move must take place within 6 months of the date on which the duties of the new position commence.

109. A medical physicist having between 1 and 2 years of seniority and who is laid off is entitled to priority of employment in the health and social services sector. The medical physicist's name shall be entered on the list of the regional manpower service and the medical physicist shall be placed in another position according to the procedure described in this Subdivision.

While waiting to be placed in another position, the medical physicist may not accumulate sick leave days, vacation days or holidays.

The medical physicist shall not receive any allowance during the waiting period, and shall not be entitled to the mobility premium, moving costs and living expenses or to the severance premium prescribed in this Subdivision.

110. A medical physicist having 2 years seniority or more and who is laid off shall be registered with the regional manpower service and is entitled to the job security plan until placed in another position in the health and social services sector in accordance with the procedures prescribed in this Subdivision.

The job security plan provides the following benefits only:

- (1) a layoff allowance;
- (2) continuity of the following benefits:
 - (a) the uniform life insurance plan;
 - (b) the basic health insurance plan;
 - (c) the salary insurance plan;
 - (d) the retirement plan;
 - (e) the accumulation of seniority in accordance with the terms of this Subdivision;
 - (f) the vacation plan;
 - (g) the transfer of accumulated sick leave days and vacation time when placed in a position with a new employer, where applicable, less the days used during the waiting period;
 - (h) the parental rights described in Division X.

The layoff allowance must be equivalent to the salary set for the medical physicist's job classification or non-scale salary at the time of the layoff. It shall be reduced by the difference between the salary prescribed for the medical physicist's job classification, or non-scale salary,

where applicable, at the time of the layoff and the benefits paid by Human Resources Development Canada or any similar agency.

The medical physicist must personally apply for employment insurance benefits and must complete any form used by Human Resources Development Canada and by the regional manpower service.

The allowance shall be adjusted on the date of statutory increases and on the date of a change of scale.

A part-time medical physicist shall, until placed in another position, receive a layoff allowance equivalent to the average weekly salary earned for the hours worked during the last 12 months of service.

111. Seniority shall be calculated in terms of the hours worked in relation to the normal duration of the work week, excluding overtime, from the date of hiring by the employer as a medical physicist.

112. A medical physicist's seniority and position shall be lost if a medical physicist

- (1) voluntarily abandons the position;
- (2) is laid off for a period of more than 12 months, except in the case of a medical physicist benefiting from the provisions of section 110;
- (3) is absent by reason of illness or an accident other than a work-related accident or vocational disease after the 36th month of absence.

113. For the purpose of acquiring the right to job security or job priority, seniority shall not accumulate if the medical physicist:

- (1) is laid off;
- (2) is absent with authorization, without pay, after the 30th day from the beginning of the absence, except if the absence is provided for in section 41, 53, 57, 58 or 61;
- (3) is absent for sick leave or accident leave after the 90th day from the beginning of the leave, except in the case of a work-related accident or work-related illness recognized as such by the Commission de la santé et de la sécurité du travail;

(4) does not hold a position with the employer. However, the seniority accumulated in an institution by a medical physicist who is later appointed to a position shall be recognized for job security and job priority purposes, subject to the limits specified in paragraphs 1 to 3.

114. A medical physicist shall be placed in another position for which the medical physicist meets the normal job requirements, taking seniority within the locality, as defined in the sixth paragraph, into account. The job requirements must be relevant and related to the nature of the type of position. The placement shall be carried out in accordance with the following procedure:

A medical physicist to whom section 110 applies shall be deemed to have applied for any similar position that becomes vacant or is newly created in the institution in which the medical physicist is employed for which the medical physicist meets the job requirements.

The employer shall award the position to the medical physicist with the most seniority who meets the normal job requirements. A medical physicist who refuses to accept the position offered shall be considered to have voluntarily resigned.

The placement shall be made by the regional manpower service, taking seniority into account. The regional manpower service shall inform the medical physicist concerned, in writing, of any available position. The medical physicist shall have 5 days to respond.

A medical physicist to whom section 110 applies is bound to accept any available, similar position offered in an institution in the locality.

For the purposes of this section, “locality” means a geographical area within a radius of 50 kilometres by normal road access from the institution where the medical physicist works or from the medical physicist’s domicile. For a medical physicist assigned to a new employer pursuant to the fifth paragraph of section 108, the institution is the medical physicist’s original institution. In special cases, the rule may be overridden by the regional manpower service, subject to the approval of the parity committee provided for in section 123, or by the parity committee and, failing unanimity, an arbitration award.

A mobility premium equivalent to 3 months salary and moving expenses, where applicable, shall be granted to a medical physicist to whom section 110 applies who accepts a similar position available in an institution outside the locality.

A part-time medical physicist shall benefit from the mobility premium in proportion to the hours worked during the last 12 months of service.

The regional manpower service may require a medical physicist affected by the total closure of an institution to move if there is no other institution in the locality.

The regional manpower service may also require the medical physicist to move if there are no similar positions in the locality.

In such cases, the move shall be to a place as close as possible to the medical physicist’s former institution or domicile, and the medical physicist shall benefit from a mobility premium equivalent to 3 months salary and moving expenses, where applicable.

A part-time medical physicist shall be placed in a similar available position, provided that the number of weekly working days for the position is equivalent to or greater than the weekly average of days worked by the medical physicist during the last 12 months of service.

A full-time medical physicist placed as an exceptional measure in a part-time position shall not thereby suffer any reduction in salary in relation to the salary of the medical physicist’s job classification before being laid off.

A medical physicist who refuses to accept a job offered in accordance with the above procedures shall be deemed to have resigned voluntarily.

For the purposes of this Subdivision, a full-time or part-time position in an institution is considered to be available where there is no holder.

No employer may employ a part-time medical physicist or a medical physicist not holding a position, or hire a candidate from outside for an available full-time or part-time position, if there are medical physicists covered by section 110 and registered with the regional manpower service who meet the normal requirements of such a position.

For the purposes of this Subdivision, the words “similar position” mean that a medical physicist must be placed in a new job of the same profession.

Every employer deciding to fill a position of medical physicist must interview any medical physicist covered by section 110 who is referred by the regional manpower service. If the employer decides not to hire the medical physicist, it must notify the medical physicist of the reasons for its decision in writing.

115. A medical physicist who must be moved under this Subdivision shall be given notice in writing and shall be allowed 5 days to accept or refuse the placement in another position.

116. Any medical physicist covered by section 110 who is placed in another position within the meaning of this Subdivision outside the locality is entitled, if required to move, to the moving expenses mentioned in sections 128 to 142, or to the allowances provided by the federal labour mobility program, where applicable.

117. A medical physicist covered by section 110 shall cease to receive a layoff allowance when placed in another position within the health and social services sector or after taking up a job outside the sector.

118. A medical physicist covered by section 110 who, between the effective date of a layoff and the date of placement in a new position, takes the initiative of accepting a new position outside the health and social services sector or who, for personal reasons, decides to leave the sector permanently and submits a written resignation to the employer, is entitled to a sum equivalent to 6 months salary as severance pay.

A part-time medical physicist is entitled to severance pay in proportion to the hours worked during the last 12 months of service.

119. A medical physicist covered by section 110 is required to accept any temporary assignment to replace a medical physicist holding a similar position within the same institution.

The regional manpower service may assign temporarily to a similar position a medical physicist covered by section 110 to an institution of the locality as defined in the sixth paragraph of section 114. It may also assign the same medical physicist to a similar position in an institution outside the locality for a period not exceeding 4 weeks.

120. A medical physicist who refuses an assignment under section 119 is deemed to have resigned voluntarily.

121. A medical physicist covered by section 110 who is assigned outside the locality is entitled to the expenses mentioned in section 144 respecting travel expenses and relocation expenses and expenses for the use of a personal car.

122. To facilitate the placement of medical physicists as quickly as possible, a medical physicist who needs to acquire or update the theoretical or practical knowledge required to meet the normal requirements of an available position may benefit from a period of adaptation, which should not generally last longer than 8 weeks.

123. A parity committee shall be established for the purpose of ensuring the complete application of this Division. The committee shall be composed of 2 members from the regional manpower service concerned and 2 members from the Association québécoise des physiciens médicaux cliniques.

The parity committee shall draw up the rules necessary for its proper operation.

The regional manpower service shall inform the Association québécoise des physiciens médicaux cliniques whenever a medical physicist is placed in another position.

Any medical physicist aggrieved by a decision of the regional manpower service may request that the parity committee to study the case in the 10 days following the notice informing the medical physicist of the location of the new position, by sending a notice in writing to that effect to regional board concerned.

The regional board, on receiving a notice from an aggrieved medical physicist, shall convene the parity committee, which must meet within 10 days of the date of receipt of the notice of the regional board or within any other time limit agreed upon with the parity committee.

The absence of one or more members of the parity committee duly convened in writing by the regional board shall not have the effect of cancelling the meeting of the committee.

124. A decision of the parity committee settling a dispute shall be sent to the regional manpower service.

If the committee is unable to settle the dispute, the members of the committee shall agree on the choice of an arbitrator, whose decision shall be executory.

125. A medical physicist who disputes a decision of the regional manpower service involving a move and does not take up employment in the new position shall cease to receive the allowance equivalent to the salary earned from the 50th day of the notice of the regional manpower service informing the medical physicist of the location of the new job.

If, following the dispute, the medical physicist wins the case, the arbitrator shall order the reimbursement of any expenses incurred by the medical physicist in taking up employment in the new position or the reimbursement of the loss of income if the medical physicist does not take up employment in the new position.

A medical physicist covered by section 110 who disputes a decision of the regional manpower service concerning a move is entitled to a living allowance on the terms and conditions set by the regulations of the Conseil du trésor and to the allowances prescribed by the federal labour mobility program, provided that the medical physicist takes up the position within the time prescribed by the notice of the regional manpower service.

The medical physicist and the dependents, if any, of the medical physicist may not move definitely until the decision of the parity committee or the arbitrator, as the case may be, has been rendered.

126. A medical physicist who, while disputing a decision of the regional manpower service concerning a move, decides to take up the position offered after the date fixed by the regional manpower service is not entitled to the allowances prescribed in the third paragraph of section 125.

127. For the purposes of this Division, the health and social services sector includes all the centres operated by public institutions within the meaning of the Act respecting health services and social services (R.S.Q., c. S-4.2) and the Institut national de santé publique.

§2. *Moving expenses*

128. The provisions of this Subdivision are intended to determine the moving expenses to which a medical physicist is entitled, where moving expenses are to be reimbursed under the job security plan.

129. The moving expenses shall be reimbursed only if the regional manpower service agrees that the move is made necessary by the relocation of the medical physicist.

130. Moving is considered necessary if it actually occurs and if the distance between the new work location and the previous one is more than 50 kilometres. Moving is considered unnecessary if the distance between the new location and the medical physicist's domicile is less than 50 kilometres.

131. The regional manpower service agrees to pay, upon submission of supporting documents, the expenses incurred for the transport of the furniture and personal effects of the medical physicist concerned, including packing and the cost of the insurance premium or towing costs for a mobile home, provided that the medical physicist furnishes at least 2 detailed tenders of costs in advance.

132. The regional manpower service shall not pay the cost for transporting the personal vehicle of the medical physicist unless the location of the new residence is not accessible by road. The cost of transporting a boat is not reimbursed by the regional manpower service.

133. Where moving from one domicile to another cannot be carried out directly for reasons of irresistible force other than the construction of a new residence, the regional manpower service shall pay the cost of storing the furniture and personal effects of the medical physicist and the latter's dependents for a period not exceeding 2 months.

134. The regional manpower service shall pay a moving allowance of \$750 to a medical physicist who maintains a dwelling and is placed in another position, and of 200 \$ to a medical physicist who does not maintain a dwelling, in compensation for expenses related to moving, such as carpets, drapes, the disconnection and reconnection of electrical appliances, cleaning, and babysitting, unless the medical physicist is assigned to a place where complete facilities are made available by the institution.

135. A medical physicist covered by section 129 is also entitled to the following compensation, where applicable: for abandoning a dwelling without a lease in writing, the regional manpower service shall pay the value of one month's rent. If there is a lease, the regional manpower service shall pay compensation for a period not exceeding 3 months' rent if the medical physicist has to cancel the lease and compensate the owner. In either case, the medical physicist must certify to the merits of the owner's request and produce the supporting documents.

136. If a medical physicist chooses to sublet the dwelling, reasonable charges for advertising the subletting shall be paid by the regional manpower service.

137. The regional manpower service shall pay, in respect of the sale or purchase of the principal residence of a medical physicist placed in another position, or both, the following expenses:

(1) broker's fees, upon submission of supporting documents after execution of the contract of sale;

(2) the actual cost of preparing notarial deeds, charged to a medical physicist for the purchase of a house as a residence at the location of the new position, provided that the medical physicist is already the owner of a house when placed in another position and that the house is sold;

(3) the penalty for breaching a hypothec, and the property transfer tax.

138. Where the house of a relocated medical physicist, although offered for sale at a reasonable price, is not sold at the time when the medical physicist must make a new commitment for housing, the regional manpower service shall not reimburse the medical physicist for expenses related to surveillance of the unsold house. However, in such a case and on submission of supporting documents, the regional manpower service shall reimburse the medical physicist for the following expenses for a period not exceeding 3 months:

(1) municipal and school taxes;

(2) hypothec interest;

(3) insurance premiums.

139. A re-assigned medical physicist who owns but decides not to sell a principal residence may benefit from the provisions of this Subdivision to save the medical physicist from a double outlay if the principal residence is not let at the time when the medical physicist must take on new obligations to obtain lodging in the locality of the new position. The regional manpower service shall, for the period during which the house is not let, pay the amount of the medical physicist's new rent up to a period of 3 months, on submission of the lease. The regional manpower service shall also reimburse the medical physicist for reasonable advertising expenses and the expenses of not more than 2 trips incurred for letting the house, on submission of supporting documents and in accordance with the regulations concerning travel expenses in force at the regional manpower service.

140. Where a move from one domicile to another may not be made directly for reasons of irresistible force other than the construction of a new residence, the regional manpower service shall reimburse a medical physicist for accommodation costs for the medical physicist and the medical physicist's family, in accordance with the regulations respecting travel expenses in force at the regional manpower service, for a period not exceeding 2 weeks.

141. Where the move is delayed with the authorization of the regional manpower service, or where the family of a married medical physicist is not immediately relocated, the regional manpower service shall pay the medical physicist's travel costs to visit the medical physicist's family every 2 weeks up to a distance of 480 kilometres, if the distance is equal to or less than 480 kilometres per return trip and, once a month, up to a distance of 1 600 kilometres if the distance per return trip is greater than 480 kilometres.

142. The reimbursement of moving expenses under this Subdivision shall be made within 60 days after the medical physicist submits the relevant supporting documents.

143. All employers subject to this Regulation must send the regional manpower service all the necessary information concerning the medical physicists who are to be placed in another position.

All institutions within the meaning of the Act respecting health services and social services must:

(1) send all necessary information concerning full-time and part-time positions available to the regional manpower service;

(2) accept all candidates referred by the regional manpower service, subject to the application of the Act respecting health services and social services.

DIVISION XIV TRAVEL EXPENSES, ASSIGNMENT EXPENSES AND EXPENSES FOR THE USE OF PERSONAL VEHICLES

144. Travel expenses, assignment expenses and expenses for the use of personal vehicles shall be governed by the directive concerning travel expenses, directive 5-74 consolidated by C.T. 159222 dated 23 November 1985 as it reads on the day on which it is to be applied.

DIVISION XV REMUNERATION

§1. Salary scale

145. The salary scale of a medical physicist hired on a full-time or part-time schedule and working in a hospital centre is as follows:

Medical physicist

Level	Annual rate	
	2001-01-01	2002-01-01
	\$	\$
1	39 065	40 042
2	40 507	41 520
3	41 987	43 037
4	43 539	44 627
5	45 146	46 275
6	46 808	47 978
7	48 525	49 738
8	50 315	51 573
9	52 159	53 463
10	54 095	55 447
11	56 086	57 488
12	58 149	59 603
13	60 286	61 793
14	62 496	64 058
15	64 797	66 417
16	67 190	68 870
17	69 673	71 415
18	72 230	74 036

146. The salary scale of a medical physicist is accessible only to persons holding a Master's degree in physics, or holding employment as a medical physicist on the date of coming into force of this Regulation. For the purpose of recognizing the years of study completed after a degree is obtained in a Bachelor's level terminal

program, one year of study (or the equivalent 30 credits) completed and credited in a single subject or a related subject shall be equivalent to one year of professional experience. A Master's degree comprising 45 credits but fewer than 60 credits, completed and credited, shall be equivalent to one year and half of professional experience. A maximum of three years of study may be counted for experience purposes.

After 1 January 2002, the salary scale for medical physicists shall be adjusted by the general increase provided for all the professionals of the health and social services network. The rules governing non-scale medical physicists are the same as the rules for salaried employees in the health and social services network.

147. Medical physicists who are asked to supervise of the work of and take responsibility for a group of at least four (4) professionals shall receive a premium of five percent (5%) of their salary.

148. The hourly salary of a medical physicist is obtained by dividing the annual salary by 1826.3; the regular daily salary is obtained by multiplying the hourly salary by the number of hours comprised in the medical physicist's regular work day; the regular weekly salary is obtained by multiplying the hourly salary by the number of hours in the medical physicist's regular work week.

§2. Recognition of years of professional experience

149. A year of valid professional work equals one year of professional experience.

150. Any fraction of a year recognized under section 149 is counted in determining the date of a medical physicist's advancement from one level to the next.

151. Subject to the first paragraph of section 146, a medical physicist may not accumulate more than one year of work experience during a 12-month period.

152. Notwithstanding the foregoing, no medical physicist presently working for an employer or hired at a later date may be credited, for salary scale classification purposes, with experience acquired during 1983.

§3. Rules governing salary scale advancement

153. Each level on the pay scale equates to six (6) months of professional experience for levels 1 to 8, and to one year of professional experience for levels 9 to 17. An advancement from one level to the next shall be granted where performance is satisfactory.

154. Accelerated advancement of one extra level on the pay scale shall be granted to a medical physicist, on the date of advancement, where the medical physicist's performance is considered exceptional by the employer.

Accelerated advancement of one extra level shall be granted to a medical physicist in accordance with the provisions of the first paragraph of section 146.

DIVISION XVI PROFESSIONAL LIABILITY

155. The employer shall take up the defence of a medical physicist sued for civil liability for an error committed while practising the profession of medical physics for that employer, except in a case of gross negligence.

The employer may not, by reason of the above, make any claim against the medical physicist.

DIVISION XVII PROCEDURE FOR REDRESS CONCERNING TERMS OF EMPLOYMENT AND REMUNERATION

156. This Division determines the procedure of redress to be used to resolve a disagreement between a medical physicist and the employer concerning the interpretation and application of the terms of employment and remuneration provided for in this Regulation, with the exception of Division XVIII.

157. Where a medical physicist and the employer disagree on the interpretation and application of the terms of employment and remuneration provided for in this Regulation, the medical physicist shall submit the disagreement in writing to the employer within 30 days of becoming aware of the situation, but not later than 6 months after the occurrence giving rise to the disagreement.

158. Within 30 days of the receipt of the written submission referred to in section 157, the employer and the medical physicist shall meet to discuss the disagreement and, where possible, to come to an agreement. During the meeting, the medical physicist may choose to be accompanied by a representative of the association to which the medical physicist belongs.

159. If the disagreement persists following the expiry of the period provided for in section 158, the medical physicist may, within the following 20 days, decide to submit the complaint to an arbitrator.

The complaint must contain all the necessary information concerning the nature of the disagreement and the redress requested, as well as the name of the medical physicist's representative, if any. A copy of the complaint and the name of the medical physicist's representative must be sent to the Minister.

160. With 10 days from the date of receipt of the complaint, the employer shall inform the Minister and the representative of the medical physicist, in writing, of the name of the employer's representative. The name of the employer's representative shall be given to the medical physicist, if not represented.

161. The arbitrator shall be designated by the medical physicist and the employer, or by a representative of each, from the list drawn up pursuant to section 188.

Where the parties cannot agree on the choice of an arbitrator, the arbitrator shall be designated by the Minister.

The arbitrator shall be designated by the Minister if the appropriate list has not been drawn up, or if the arbitrators entered on the list are not available to consider the complaint.

162. The arbitrator shall establish the procedure for the hearing and shall exercise the powers prescribed by Division III of Chapter IV of Title I of the Labour Code (R.S.Q., c. C-27), subject to the provisions of this Division.

Notwithstanding section 100.6 of the Labour Code, the Minister may not be summoned as a witness.

163. The arbitrator shall summon the parties as soon as possible and shall proceed in the manner determined by the arbitrator.

164. The decision shall be rendered according to the single arbitrator method, unless the parties agree otherwise.

165. The arbitrator's decision may in no case have the effect of amending, adding to or subtracting from the provisions of this Regulation.

Similarly, in no case may the arbitrator's decision provide for retroactivity of more than 6 months from the date of the filing of the complaint.

166. The arbitrator's decision shall be rendered within 30 days from the date of the end of the hearings. The time limit may be extended after an agreement in writing between the representatives or, if not possible, between the medical physicist and the employer. The decision may not be invalidated solely by the fact that it was rendered after the time limit.

167. The arbitrator's decision must contain reasons, be in writing and be signed. The arbitrator shall send copies of the decision to the medical physicist, the employer, their representatives, if any, and the Minister. The decision is final and without appeal, and binds the medical physicist and the employer.

168. The arbitrator's fees and expenses shall be paid by the losing party. The fees of the representatives shall be paid by the parties they represent.

169. The fees and expenses of the arbitrator shall be reduced where the arbitrator allows the complaint in part and in the case of an agreement pursuant to section 171.

170. A medical physicist who withdraws a complaint must so inform the employer in writing and shall send copies of the notice to the Minister and to the arbitrator and, where applicable, to the medical physicist's association.

171. Where an agreement is reached before the arbitrator renders a decision, copies of the agreement shall be sent to the Minister and to the arbitrator within 15 days of signing. The agreement must contain a clause withdrawing the complaint and a waiver of any other recourse by the medical physicist.

The arbitrator's fees shall be paid by the employer where the employer concurs with the medical physicist's complaint, and by the medical physicist where the medical physicist withdraws the complaint before the arbitrator can render a decision.

DIVISION XVIII **PROCEDURE FOR REDRESS CONCERNING** **A DISMISSAL**

172. The dismissal of a medical physicist must be notified to the medical physicist in writing.

On receiving a notice of dismissal, the medical physicist request in writing that the employer state the grounds warranting the sending of the notice. The employer must state the grounds in writing to the medical physicist within 5 days of receiving the request.

173. After being dismissed, a medical physicist holding a position may make a complaint in writing to the employer. The medical physicist must indicate all the necessary information concerning the position, the nature of the disputed measures with the related documents and the name of any representative.

Within the time prescribed by section 174, the medical physicist shall send a copy of the complaint to the Minister of Health and Social Services and, where applicable, to the Association. The complaint shall not be invalidated solely because all the information requested is not included in the notice.

174. The complaint must reach the employer or be mailed not later than 20 days after the date of termination of employment.

175. In the 10 days following the date of receipt of the complaint, the employer shall indicate in writing to the Minister, to the representative of the medical physicist or to the medical physicist, if not represented, the name of the employer's representative.

176. Within 15 days of the date of receipt of a copy of the complaint, the Minister shall propose to the representatives of the medical physicist and the employer or, if none, to the medical physicist and the employer, the names of the arbitrators entered on the list drawn up pursuant to section 188. Upon receiving the names of arbitrators, the parties shall have 10 days to agree on the choice of an arbitrator among those proposed, failing which, at the request of either party, an arbitrator shall be designated by the Minister from among those proposed.

The arbitrator shall be designated by the Minister if no list has been drawn up pursuant to section 188, or if the arbitrators entered on the list are not available to consider the complaint.

177. The arbitrator shall establish the relevant procedure and shall exercise the powers prescribed by Division III of Chapter IV of Title I of the Labour Code (R.S.Q., c. C-27), subject to the provisions of this Regulation.

178. The arbitrator shall summon the representatives or, if they have not been appointed, the medical physicist and the employer, 10 days before the date set for the first hearing.

179. If a representative, the medical physicist or the employer does not appear after being duly summoned to a hearing, the arbitrator may proceed to hear the parties.

180. The arbitrator shall make sure that the complaint was submitted within the prescribed time, shall check that the procedure followed by the employer in making the decision complies with this Regulation and shall assess the admissibility and nature of the complaint.

181. The arbitrator shall receive the observations of the representatives or, if none, of the medical physicist and the employer, and shall take the complaint under advisement. The representatives shall send a copy of their observations in writing to each other.

182. The arbitrator shall judge the merits of the employer's decision and whether it is fair and reasonable, and shall render a decision within 30 days of the end of the hearings. The time limit may be extended after an agreement in writing between the representatives or, if none, between the medical physicist and the employer. The decision may not be invalidated solely on the ground that it is rendered after the time limit has expired.

183. The arbitrator may

(1) reinstate the medical physicist with full compensation;

(2) maintain the dismissal;

(3) render any other decision deemed equitable under the circumstances, including a determination of the amount of compensation to which the biochemist is entitled.

184. The arbitrator's decision must contain reasons, be in writing and be signed.

185. The arbitrator shall send copies of the decision to the medical physicist, the employer, their representatives, if any, and the Minister.

186. The decision is executory and without appeal, and binds the medical physicist and the employer.

187. The arbitrator's decision shall be homologated by the Superior Court upon application by the medical physicist or the employer.

188. Before 1 April each year, a list containing the names of arbitrators shall be drawn up by the Minister, the Association des hôpitaux du Québec and the Association québécoise des médecins médicaux cliniques.

189. The remuneration and expenses of the representatives shall be paid by the medical physicist or the employer whom they represent.

190. The arbitrator's fees and expenses shall be paid by the losing party. The fees and expenses of the arbitrator shall be reduced where the arbitrator allows the complaint in part.

191. The compensation awarded to a medical physicist as a result of an arbitrator's decision shall be paid entirely by the employer concerned, within 30 days of the arbitrator's decision.

192. A medical physicist who withdraws a complaint shall so inform the employer in writing and shall send copies of the notice to the Minister, to the arbitrator and, where applicable, to the medical physicist's association.

193. Where an agreement is reached before the arbitrator renders a decision, copies of the agreement shall be sent to the Minister and to the arbitrator within 15 days of signing. The agreement must contain a clause withdrawing the complaint and a waiver of any other recourse by the medical physicist.

194. A medical physicist who submits a complaint shall continue to benefit from the group insurance plans, except the plan mentioned in sections 88 to 102, until the date of the arbitrator's decision, provided the medical physicist pays all the contributions to the plans. If arbitrator makes a decision in favour of the medical physicist, the employer shall pay the part of the contributions that the employer should have paid.

DIVISION XIX FINAL

195. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

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