



Group Agreement

BETWEEN

THE MINISTER OF HEALTH AND SOCIAL SERVICES

HEREINAFTER REFERRED TO AS “THE MINISTER”

AND

**THE FÉDÉRATION DES FAMILLES D’ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

HEREINAFTER REFERRED TO AS “THE FEDERATION”

31 August 2012

TABLE OF CONTENTS

CHAPTER 1-0.00	GENERAL PROVISIONS	1
1-1.00	Purpose of the Agreement	1
1-2.00	Definitions	1
1-3.00	Fundamental Principles	3
1-5.00	Recognition	4
1-6.00	Representation, Associative Life and Activities for Concerted Action	4
CHAPTER 2-0.00	CONDITIONS FOR THE PROVISION OF SERVICES	8
2-1.00	Statement of certain Responsibilities of the Institution	8
2-2.00	Statement of certain Responsibilities of the Resource	9
	The resource must abstain from lodging people other than those that are entrusted to its care by the institution, unless otherwise agreed upon between the institution and the resource.	10
2-3.00	Administrative Inquiry	11
CHAPITRE 3-0.00	REMUNERATION	12
3-1.00	Definitions	12
3-2.00	Components of the Remuneration for Services	12
3-3.00	Remuneration Scale regarding Support or Assistance	13
3-4.00	Monetary Compensation	17
3-5.00	Amount aimed at giving access to certain services related to fringe benefits	17
3-6.00	Financial Compensation	18
3-7.00	Reasonable Operating Expenses	19
3-8.00	Special Remuneration	19
3-9.00	Modes of Remuneration and Payment Process	20
3-10.00	Transition Allowance	22
3-11.00	Terms for the temporary maintenance of certain resources' remuneration	22
CHAPTER 4-0.00	PROGRAMS AND SERVICES CORRESPONDING TO THE NEEDS OF THE RESOURCES	23
4-1.00	Continuing training and professional development	23
4-2.00	Insurance	23
CHAPTER 5-0.00	TERMS AND CONDITIONS APPLICABLE TO DAYS OF LEAVE FOR RESOURCES	24
5-1.00	Continuity in the provision of services	24
5-2.00	Temporary interruption of the provision of services and terms of application	24
5-3.00	Parental Rights	26
CHAPTER 6-0.00	MECHANISMS FOR CONCERTED ACTION, DISAGREEMENTS AND COMPENSATION FOR A RESOURCE FOLLOWING A DECISION OF THE TAQ	27
6-1.00	Mechanisms for concerted action	27
6-2.00	Disagreements	27
6-3.00	Compensation following a decision of the Tribunal administratif du Québec (TAQ) annulling a decision to suspend or to revoke the recognition of a resource	28
CHAPTER 7-0.00	COMMITTEES	30
7-1.00	Local committee on concerted action	30
7-2.00	National committee on concerted action and agreement monitoring	30
7-3.00	Local committee on continuing training and professional development	31
CHAPTER 8-0.00	MISCELLANEOUS PROVISIONS	33
8-1.00	Interpretation	33
8-2.00	Nullity of a provision	33
8-3.00	Appendices, letters of understanding and reference documents	33
8-4.00	Access to the agreement	33
8-5.00	Coming into force and duration of the agreement	34

Appendix I	List of associations belonging to the grouping of associations formed by the FFARIQ	36
Appendix II	Income Tax Adjustment Table	37
Appendix III	Terms for the temporary maintenance of certain resources' remuneration	39
Appendix IV	Illustration of the parameters set out in section 34 of the <i>Act respecting the representation of resources</i>	41
	LETTER OF UNDERSTANDING N° 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING PHYSICAL STANDARDS	42
	LETTER OF UNDERSTANDING N° 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE CLASSIFICATION REVISION MECHANISM	1
	LETTER OF UNDERSTANDING N° 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING REMUNERATION PROTECTION FOR CERTAIN RESOURCES	3
	LETTER OF UNDERSTANDING N° 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING AN ADDITIONAL DAILY REMUNERATION	4
	LETTER OF UNDERSTANDING N° 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING INSURANCE AND THE MAINTENANCE OF THE PERSONAL PROPERTY AND LIABILITY INSURANCE PLAN FOR FAMILY-TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE RESOURCES INCLUDING THEIR USERS	6
	LETTER OF UNDERSTANDING N° 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES	8
	LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE IMPLEMENTATION OF THE NEW REGIME FOR RESOURCES IN THE NETWORK	10
	PROCEDURE FOR THE SETTLEMENT OF DISAGREEMENTS DESCRIBED IN SECTION 56 OF THE ACT RESPECTING THE REPRESENTATION OF RESOURCES	11

Specific Agreement Template

(** il manque le point « 1.4 Coverage » à la table des matières et je ne suis pas arrivée à l'ajouter, mes connaissances de cette fonction étant limitées...)

CHAPTER 1-0.00 GENERAL PROVISIONS

1-1.00 Purpose of the Agreement

1-1.01

The purpose of the agreement is to:

- a) establish and maintain orderly relations between the parties, the institutions and the resources referred to herein;
- b) state the provisions agreed upon in accordance with sections 32 and following of the *Act respecting the representation of resources*;
- c) establish appropriate mechanisms for settling difficulties that may arise.

1-2.00 Definitions

1-2.01 Definitions

For the purpose of the application of the agreement and unless the context otherwise indicates, the words, terms and expressions that have been given a specific meaning have the meaning so given to each of them.

1-2.02 Agency

A health and social services agency within the meaning of the AHSSS.

1-2.03 Base year

The period beginning on 1 April of one year and ending on 31 March of the following year.

1-2.04 Association

Any of the resource associations forming part of the grouping of associations constituted by the Federation, duly recognized as such in accordance with sections 3 and following of the *Act respecting the representation of resources*.

1-2.05 Frame of reference

The frame of reference determined by the Minister concerning intermediate resources and family-type resources, within the meaning of the AHSSS.

1-2.06 Circular

Any of the ministerial circulars governing intermediate resources and family-type resources within the meaning of the AHSSS.

1-2.07 Spouses

Means two persons who are:

- a) married to or in a civil union with each other and who cohabit;
- b) of opposite sex or the same sex and who have been living in a de facto union and are the father and mother of one and the same child;
- c) of opposite sex or the same sex who have been living in a de facto union for a period of not less than one year.

1-2.08 CPNSSS

The comité patronal de négociation du secteur de la santé et des services sociaux, secteur ressources intermédiaires et ressources de type familial.

1-2.09 Agreement

The present agreement constituting the group agreement negotiated and concluded between the parties under sections 32 and following of the *Act respecting the representation of resources*.

1-2.10 Specific agreement

A specific agreement concluded between a resource and an institution under section 55 of the *Act respecting the representation of resources*.

1-2.11 Institution

A public institution within the meaning of the AHSSS.

1-2.12 Federation

The Fédération des familles d'accueil et des ressources intermédiaires du Québec (FFARIQ) in its capacity as a grouping of resource associations acting on behalf of the associations that belong to the grouping.

1-2.13 Form

Form for the determination and classification of support and assistance services appended to the *Regulation respecting classification*.

1-2.14 Act respecting the representation of resources

The *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (chapter R-24.0.2).

1-2.15 AHSSS

The *Act respecting Health Services and Social Services* (chapter S-4.2).

1-2.16 Disagreement

Any disagreement concerning the interpretation or the application of the agreement.

1-2.17 Ministère

The Ministère de la Santé et des Services sociaux.

1-2.18 Minister

The Minister of Health and Social Services.

1-2.19 Parties

The Minister and the Federation.

1-2.20 Regulation respecting classification

The *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (chapter S-4.2, r. 3.1).

1-2.21 Resource

A family-type resource or an intermediate resource within the meaning of the AHSSS and to which the *Act respecting the representation of resources* applies.

1-2.22 TAQ

The Tribunal administratif du Québec.

1-2.23 User

Any individual designated as such within the meaning of the AHSSS.

1-3.00 Fundamental Principles

1-3.01

The fundamental principles are basic rules demonstrating essential values; their purpose is to guide the parties, associations, institutions and resources in the exercise of their functions, powers and responsibilities.

1-3.02

The parties, associations, institutions and resources declare that, in their relations, they favour fairness and good faith, as well as the values of humanism, respect, integrity, trust, commitment and simplicity.

1-3.03

The parties, associations, institutions and resources recognize the primacy of the users' needs. Therefore, the conditions under which the services are provided by the resource must be such that the user may benefit from services that are of the best quality possible and which the institutions and resources are obligated to provide to him.

1-3.04

The users' welfare is a shared responsibility that is exercised in a spirit of partnership by promoting joint action and cooperation between the institution and the resource, in keeping with the contractual commitments, roles and responsibilities of each party.

The resource cooperates in establishing and maintaining an effective and efficient organization of services that is rooted in an integrated culture of quality.

1-3.05

The resource is accountable for the quality of the life environment and for the support and assistance services it provides to the users. It participates in maintaining or integrating the users into the community by providing them with a stable life environment that is adapted to their needs, by providing the support and assistance services required by their condition, and by ensuring their protection.

1-3.06

The parties, associations and institutions recognize the importance of the resources' contribution to the carrying out of the institutions' mission.

1-3.07

The carrying out of the provision of services is done in compliance with the applicable legislative and regulatory provisions, customs and good practices, the frame of reference, and the provisions of both the agreement and the specific agreement.

1-4.00 Coverage

1-4.01

The agreement applies to all of the resources subject to the *Act respecting the representation of resources* and included in the representation unit relating to the recognition granted to any of the associations forming part of the grouping of associations formed by the Federation.

1-4.02

The associations referred to in the previous clause and to which the agreement applies are listed in Appendix I.

1-4.03

The agreement is binding on all of the institutions to which these resources are attached.

1-4.04

The agreement does not apply to persons that the resource may hire directly as temporary help or substitutes.

1-4.05

No amendments may be made to the agreement without the written consent of the Minister and the Federation.

1-5.00 Recognition

1-5.01

The associations mentioned in Appendix I have been recognized by the Commission des relations du travail as children's resources associations, in accordance with sections 3 and following of the *Act respecting the representation of resources*. With this recognition, the Minister recognizes each association as the exclusive representative of the resources included in the representation unit.

1-5.02

The parties and the associations recognize the powers and responsibilities granted by legislative or regulatory provisions to the Minister, an agency or an institution; in addition, they recognize that these powers and responsibilities cannot be restricted or altered in any way, either in the agreement, through its application or its interpretation, or by any person, including an arbitrator, a court of justice or administrative tribunal.

1-6.00 Representation, Associative Life and Activities for Concerted Action

Representation

1-6.01

The Federation, in accordance with section 32 of the *Act respecting the representation of resources*, constitutes a grouping of recognized associations and represents these associations for the purpose of negotiating the agreement.

1-6.02

The association represents the resources included in the representation unit. The association has the following rights and powers:

- a) to defend and promote the economic, social, moral and professional interests of the resources;
- b) to cooperate with any organisation pursuing similar interests;
- c) to proceed with research and studies on any matter likely to have consequences on the economic and social conditions of the resources;
- d) to determine the amount of dues payable by the resources;
- e) to negotiate and enter into a group agreement¹, in accordance with the *Act respecting the representation of resources*.

1-6.03

The Federation informs the Minister of the name of its representatives and of their main responsibilities; the association does likewise by informing the institution and the agency involved of the names of its representatives and their responsibilities.

1-6.04

The duties of the Federation's representatives are, among others, to participate in the Comité national de concertation et de suivi de l'entente (*National committee on concerted action and agreement monitoring*) (article 7-2.00).

1-6.05

The duties of the association's representatives are, among others, to represent the resources within the framework of chapter 6-0.00 and to participate in the local committee on concerted action (article 7-1.00) and in the local committee on continuing training and professional development (7-3.00).

1-6.06

The institution sends to the association, on a monthly basis, an up-to-date list of the resources represented. This list includes the information required for the validation of the computation of the dues collected and also includes the following information: name, address and phone number, resource's number, number of recognized places, email address, and where applicable, the date on which the activities began, and the name of the resources that have ceased their activities during the month.

1-6.07

In its capacity as the exclusive representative of the resources included in the representation unit, the association is responsible for determining the membership conditions applicable to the resources who wish to join the association during the period covered by the agreement.

1-6.08

The institution sends to the association the contact information of all new resources as quickly as possible, and no later than 14 days after having signed the specific agreement.

¹ In this case, in accordance with clause 1-6.01, the agreement was negotiated and concluded by the Federation in its capacity as a grouping of associations acting on behalf of the associations that belong to the grouping.

1-6.09

In consideration of the services offered to the resources that it represents, the association notifies the Minister of the amount it has set as dues and of any subsequent modification.

Within 30 days after receiving such notification, the amount of the dues is withheld from the remuneration paid to the resource. The total amount of the dues withheld is remitted to the Federation each month, as well as a list indicating, for each resource, the amount of dues withheld and the total remuneration. This remittal is usually made within 7 days after collecting the dues.

Associative Life and Activities for Concerted Action

1-6.10

The resources participate in associative life and in the various activities for concerted action. These activities must be carried out in accordance with the *Act respecting the representation of resources*.

1-6.11

The Federation has at its disposal an annual allowance equivalent to \$60 per resource included in the representation unit, this is provided by the Minister for activities related to associative life and to concerted action.

The computation of the allowance is made on 1 April of each base year. The allowance is paid at the latest on 1 June of each year.¹

1-6.12

In addition, the Minister provides the Federation with financial support for activities related to the association and to concerted action, an annual amount of \$14,437, starting in the 2012-2013 base year. This amount is paid at the latest on 1 June of each year.

¹ For the 2012-2013 base year, the overall amount is of \$56,460.

CHAPTER 2-0.00 CONDITIONS FOR THE PROVISION OF SERVICES

2-1.00 Statement of certain Responsibilities of the Institution¹

2-1.01

The following responsibilities rest on the institution:

- a) to pay the resource the remuneration and compensation payable in accordance with chapter 3-0.00 of the agreement;
- b) to inform the resource of the policies, directives or procedures applicable with regard to the resource's provision of services and to ensure they are complied with. The content of these policies, directives or procedures must be compatible with the agreement;
- c) to give the resource a copy of the ethics code that the institution must implement in accordance with the AHSSS, where applicable;
- d) to cooperate with the resource in finding means aimed at implementing the user's specific support and assistance services, provided for in the *Regulation respecting classification*, and in attaining the objectives pursued;
- e) to promote the consultation of the resource when collecting information aimed at developing or revising the intervention plan;
- f) to inform the resource of the emergency procedures to be followed when faced with difficulties concerning a user and which may require other outside interventions.

2-1.02

When a transfer is deemed necessary, the institution implements the aid, support and accompaniment measures it deems expedient, in the best interest of the user and the resource, while awaiting the transfer.

2-1.03

An employee, representative or mandatary of the institution who wishes to proceed with a visit of the resource, must do so with civility, and usually upon having made an appointment with the resource.

2-1.04

The institution allows the resource to consult the personal file that it keeps in relation to the resource, after the resource has presented a request to that effect to a representative of the institution. This right is exercised by consulting the file on site at a time agreed upon by the resource and the institution, within no more than 30 days from the date of the request. The resource may also obtain, without charge, a copy of the documents contained in its file, within the same time period.

This provision does not, in any way, limit the rights of the parties under the *Act respecting access to documents held by public bodies and the protection of personal information* (chapter A-2.1) or any other applicable statute.

¹ The following statements may not be construed in a manner that limits, in any way, the application of laws and regulations, notably the *Regulation respecting classification*.

2-2.00 Statement of certain Responsibilities of the Resource¹

2-2.01

As a provider of services², the resource must provide quality services in the best interest of the user; it must act in accordance with customs and good practices, favouring accepted practices while ensuring its compliance with applicable legislative or regulatory provisions, as well as with the provisions of the agreement.

2-2.02

The resource must take on the obligations, roles and responsibilities of a resource. It must, among others, offer support or assistance services common to all, provided for in Part 1 of the Form, as well as the specific support or assistance services determined by the institution in Part 2 of the Form.

2-2.03

In particular, the following responsibilities rest on the resource³:

- a) to comply with the fundamental principles set out in the agreement, as well as with the policies, directives or procedures applicable with regards to the provision of services;
- b) to receive any user referred by the institution in accordance with the specific agreement, unless there are exceptional circumstances;
- c) to provide the user with a room, preferably a single room, as well as access to and use of common rooms;
- d) to make available to the user the basic articles regarding personal hygiene, as well as basic pharmaceutical products, subject to the applicable legislative provisions;
- e) to ensure proper maintenance and upkeep of the access facilities for the handicapped, when required, while complying with the standards issued by municipal by-laws and by any other legislative or regulatory provision that may apply;
- f) to inform the institution, as soon as possible, of any unusual absence (flight, hospitalization, unexpected departure, non-return from an authorized absence, etc.) on the part of the user;
- g) to welcome, at reasonable hours, the people who are important to the user and facilitate relations between them, unless otherwise indicated by the institution. These visits must be carried out according to the terms set out between the institution and the resource, without affecting the quality of the services offered to the other users lodging at the resource. This responsibility does not entail the obligation for the resource to feed or lodge such persons;
- h) after the user's departure, to remit all the information concerning the user to the institution, and to maintain the confidentiality of this information and retain no such information relating to the user.

¹ The following statements may not be construed in a manner which limits, in any way, the application of laws and regulations, notably the *Regulation respecting classification*

² The resource is a service provider within the meaning of the provisions of the *Civil Code of Québec* governing contracts for services (sections 2098 et seq.).

³ The ministerial circular gives further details concerning certain statements contained in this clause.

2-2.04

The resource may call on other people to carry out its provision of services, while maintaining nonetheless the control and the responsibility thereof; where applicable, the resource hires competent personnel, meaning personnel that have the skills and attitudes required to meet the needs of the users.

2-2.05

The resource must abstain from lodging people other than those that are entrusted to its care by the institution, unless otherwise agreed upon between the institution and the resource.

However, the institution cannot, without good reason, withhold from the resource its authorization to allow the temporary lodging of persons who are important to the resource.

2-3.00 Administrative Inquiry

2-3.01

At any time, the institution may conduct an administrative inquiry, in particular, when it deems that the health, safety, bodily integrity or welfare of one or more users may be compromised.

2-3.02

The resource must be diligently informed of the reasons for the inquiry and have the opportunity, during the course of the inquiry, to be heard and to make the appropriate representations, accompanied, if it so desires, by a representative of the association.

2-3.03

The inquiry must be carried out with diligence, usually within 30 days of informing the resource that an inquiry is to be conducted.

2-3.04

During the inquiry, the institution may remove one or more users from the resource, with or without remuneration, depending on what the institution deems appropriate under the circumstances. However, the resource continues to receive the daily allowance for the fixed costs of reasonable operating expenses for the overall number of recognized places, as provided for in clause 3-7.02. The institution may not demand the reimbursement of these fixed costs.

2-3.05

When a user is removed, the reasons of the removal are communicated to the resource in writing, with a copy to the association. The receipt or the signature of the written document by the resource, where applicable, confirms that the resource is cognizant of the document and does not in any manner constitute an admission or recognition on behalf of the resource.

2-3.06

The institution may resume entrusting users to the resource if, following the administrative inquiry, the institution comes to the conclusion that the fears upon which the inquiry was made, were unfounded. In such a case, the resource must be paid the remuneration for the period during which the users were removed and to which it would have been entitled had the inquiry not taken place.

CHAPITRE 3-0.00 REMUNERATION

3-1.00 Definitions

3-1.01

For the purpose of the application of the agreement and in particular, for the application of this chapter, and unless the context otherwise indicates, the words, terms and expressions that have been given a specific meaning have the meaning so given to each of them.

a) temporary absence of the user

temporary period of a day or more, during which the user referred to the resource does not lodge at the resource on planned days of continuous or intermittent placement;

b) recognized place

a place recognized unto the resource in the specific agreement. A recognized place may be available or non-available;

c) available place

a place recognized as available for the purpose of receiving a user referred to the resource by the institution. A place is deemed available only on days where it is recognized as available to receive a user. Where needed, the association and the institution shall agree on the means of expression of a restricted or irregular availability;

d) occupied place

a recognized place is considered occupied from the moment the resource receives a user referred to it by the institution and until the placement is terminated.

e) placement

act, by an institution, of entrusting a user to an available recognized place within the resource; a placement may be continuous or intermittent.

3-2.00 Components of the Remuneration for Services¹

3-2.01

The resources remuneration is constituted of a number of components:

- a) a daily rate per user associated with the level of services required, as set out in the remuneration scale relating to support and assistance which appears in article 3-3.00, subject to the adjustment by reason of the particular income tax status of the resource, in accordance with 3-3.14;
- b) a monetary compensation that is added to the rate mentioned in paragraph a), in accordance with article 3-4.00;
- c) an amount aimed at giving access to certain services related to fringe benefits that are added to the sums obtained by the application of articles 3-3.00 and 3-4.00, in accordance with article 3-5.00;
- d) certain financial compensations that are also added to the sums obtained by the application of articles 3-3.00 et 3-4.00, in accordance with article 3-6.00;
- e) an allowance for reasonable operating expenses that is added to the components set out in the aforementioned paragraphs a) to d), in accordance with article 3-7.00.

¹ See Appendix IV: Illustration of the parameters set out in section 34 of the *Act respecting the representation of resources*.

3-3.00 Remuneration Scale regarding Support or Assistance

3-3.01

Compliance with ministerial orientations and the following principles is fundamental with regards to the remuneration of services:

- a) the establishing of a daily rate per user must be based on the intensity of services required;
- b) the remuneration scale provided for in clause 3-3.06 must be uniformly applied to all resources;
- c) the particular income tax status of the resource must be taken into account.

3-3.02

The rules regarding the classification of support or assistance services are established by the Minister under section 303 of the AHSSS and appear in the *Regulation respecting classification*.

3-3.03

The *Regulation respecting classification* sets out 6 service levels based on the degree of support or assistance required by the users.

3-3.04

It is the institution's responsibility to determine the level of services required by each user, in accordance with the *Regulation respecting classification*.

3-3.05

Despite any provision to the contrary, the application of the *Regulation respecting classification*, including the application of the Form, cannot be subject to proceedings of any kind, including the arbitration procedure provided for in article 6-2.08.

However, the classification revision mechanism set out in the letter of understanding number 1 does apply.

3-3.06

The remuneration scale regarding support or assistance, established on the basis of the level of services required, is the following:

Levels of services	Daily rate per user			
	2012-01-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	2014-04-01 to 2015-03-31
Level 1 services	\$31.32	\$31.63	\$32.93	\$34.35
Level 2 services	\$39.16	\$39.55	\$41.16	\$42.95
Level 3 services	\$46.99	\$47.45	\$49.39	\$51.53
Level 4 services	\$54.82	\$55.37	\$57.63	\$60.13
Level 5 services	\$62.66	\$63.27	\$65.85	\$68.71
Level 6 services	\$70.49	\$71.18	\$74.09	\$77.31

3-3.07

Despite clause 3-3.06, the daily rate for the first 60 days¹ following the arrival of a new user is established as follows:

Daily rate per user			
2012-01-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	2014-04-01 to 2015-03-31
\$45	\$45.45	\$46.25	\$47.18

3-3.08

The daily rates per user mentioned in clauses 3-3.06 and 3-3.07 are paid retroactively to 1 January 2012.

These remuneration rates are subject to the rate increases described in clauses 3-3.09 to 3-3.12 for the periods mentioned.

Increase for the period extending from 1 April 2012 to 31 March 2013

3-3.09

- A) Each of the remuneration rates applicable on 31 March 2012 and set out in the tables appearing in clauses 3-3.06 and 3-3.07 have already been increased by a percentage equal to 1.0%.
- B) In addition, the percentage determined in the preceding paragraph is increased, where applicable, effective on 1 April 2012, by 1.25 times the difference between the cumulative growth (sum of annual variations) of Québec's nominal gross domestic product (GDP)² as set out in Statistics Canada's data for 2010 and 2011³ and the cumulative growth projections (sum of annual variations) for Québec's nominal GDP for the same years, established at 3.8% for 2010, and at 4.5% for 2011. However, the increase computed in this manner must not exceed 0.5%.
- C) The increase provided for in the preceding paragraph is applied to the resource's remuneration within sixty (60) days following the publication of Statistics Canada's data on Québec's nominal GDP for the year 2011.

¹ The time period of 60 days is applicable, without regard to the nature of the placement.

² Gross Domestic Product, in terms of spending at current prices, for Québec. Source: Statistics Canada, CANSIM, table 384-0002, serial number CANSIM v687511.

³ According to the first projection available from Statistics Canada for nominal growth of Québec's GDP for 2011 and its estimate, at that time, of Québec's nominal GDP for 2009 and 2010.

Increase for the period extending from 1 April 2013 to 31 March 2014

3-3.10

- A) Each of the remuneration rates applicable on 31 March 2013 and set out in the tables appearing in clauses 3-3.06 and 3-3.07 have already been increased by a percentage equal to 1.75%.
- B) In addition, the percentage determined in the preceding paragraph is increased, where applicable, effective on 1 April 2013, by 1.25 times the difference between the cumulative growth (sum of annual variations) of Québec's nominal gross domestic product (GDP) as set out in Statistics Canada's data for 2010, 2011 and 2012¹ and the cumulative growth projections (sum of annual variations) for Québec's nominal GDP for the same years, established at 3.8% for 2010, at 4.5% for 2011, and at 4.4% for 2012. However, the increase computed in this manner must not exceed 2.0%, minus the increase granted on 1 April 2012 under paragraph B) of clause 3-3.09.
- C) C) The increase provided for in the preceding paragraph is applied to the resource's remuneration within sixty (60) days following the publication of Statistics Canada's data on Québec's nominal GDP for the year 2012.

Increase for the period extending from 1 April 2014 to 31 March 2015

3-3.11

- A) Each of the remuneration rates applicable on 31 March 2014 and set out in the tables appearing in clauses 3-3.06 and 3-3.07 have already been increased by a percentage equal to 2,0%.
- B) In addition, the percentage determined in the preceding paragraph is increased, where applicable, effective on 1 April 2014, by 1.25 times the difference between the cumulative growth (sum of annual variations) of Québec's nominal gross domestic product (GDP) as set out in Statistics Canada's data for 2010, 2011, 2012 and 2013² and the cumulative growth projections (sum of annual variations) for Québec's nominal GDP for the same years, established at 3.8% for 2010, at 4.5% for 2011, at 4.4% for 2012 and at 4.3% for 2013. However, the increase computed in this manner must not exceed 3.5%, minus the increase granted on 1 April 2012 under paragraph B) of clause 3-3.09 and the increase granted on 1 April of 2013 under paragraph B) of clause 3-3.10.
- C) C) The increase provided for in the preceding paragraph is applied to the resource's remuneration within sixty (60) days following the publication of Statistics Canada's data on Québec's nominal GDP for the year 2013.

¹ According to the first projection available from Statistics Canada for nominal growth of Québec's GDP for 2012 and its estimate, at that time, of Québec's nominal GDP for 2009, 2010 and 2011.

² According to the first projection available from Statistics Canada for nominal growth of Québec's GDP for 2013 and its estimate, at that time, of Québec's nominal GDP for 2009, 2010, 2011 and 2012.

Adjustment applicable on 31 March 2015

3-3.12

Each of the remuneration rates applicable on 30 March 2015 is increased, where applicable, effective on 31 March 2015, by a percentage equal to the difference between the cumulative variation (sum of annual variations) of the consumer price index¹ for Québec, according to Statistics Canada's data for the 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015² base years and the cumulative wage parameters set out in clauses 3-3.09 to 3-3.11, increased by 1.25%³ (sum of the annual parameters) including the adjustments stemming from the growth of the nominal GDP. However, the increase computed in this manner must not exceed 1.0%.

3-3.13

The resource's monthly remuneration for support or assistance is obtained by computing the total of the daily rates of remuneration for each user its lodges, by application of clauses 3-3.06 to 3-3.12, based on the number of placement days during the month.

Adjustment due to the resource's particular income tax status

3-3.14

In consideration of the fact that the resource is not subject to income tax, an adjustment is made on the monthly remuneration, in accordance with the adjustment table provided in Appendix II.

3-3.15

No adjustment is made for the portion of the resource's monthly remuneration relating to support or assistance that exceeds the amounts appearing in the following table:

Base year	2011-2012	2012-2013	2013-2014	2014-2015
Monthly remuneration	\$8,575.83	\$8,660.69	\$9,014.28	\$9,405.59
Maximum adjustment	\$2,675.66	\$2,719.46	\$2,875.56	\$3,056.82

Therefore, the maximum adjustment for each month cannot exceed the amounts shown above.

¹ Consumer price index for Québec. Source: Statistics Canada, CANSIM, table 326-0020, serial number CANSIM v 41691783.

² For each base year, the annual variation of the Consumer price index is constituted by the variation between the mean indexes for the months of April to March of the base year in question and the mean indexes for the months of April to March of the previous year.

³ This represents the wage increase negotiated by the Government for the periods extending from 1 April 2010 to 31 March 2011 (0.5%) and from 1 April 2011 to 31 March 2012 (0.75%).

3-3.16

The amounts set out in clause 3-3.15 will be increased accordingly in the event that the remuneration scale for support or assistance is increased following the application of clauses 3-3.09 to 3-3.12.

3-4.00 Monetary Compensation

3-4.01

In accordance with section 34 of the *Act respecting the representation of resources*, an integrated, overall percentage of 10.1% stands in lieu of monetary compensation for days of leave equivalent to those paid under and described in sections 60, 67, 68, 69, 80, 81, and 81.1 of, the *Act respecting labour standards* (chapter N-1.1) and the *National Holiday Act* (chapter F-1.1).

3-4.02

The monetary compensation is calculated on the resource's monthly remuneration, by application of clauses 3-3.06 to 3-3.12, following the adjustment provided for in clauses 3-3.14 and 3-3.15, and by multiplying the adjusted remuneration by 10.1%.

3-4.03

The compensation is paid retroactively to 1 January 2012.

3-4.04

The monetary compensation is paid on a monthly basis.

3-5.00 Amount aimed at giving access to certain services related to fringe benefits

3-5.01

In accordance with section 33 of the *Act respecting the representation of resources*, the resource receives an amount for certain services corresponding to its needs in relation to fringe benefits.

3-5.02

This amount is calculated monthly on the amount due to the resource by application of articles 3-3.00 et 3-4.00, by multiplying this amount by a percentage of 6.85%.

3-5.03

Despite clause 3-5.02, the 6.85% percentage cannot be calculated on the portion of the annual remuneration arrived at by application of articles 3-3.00 and 3-4.00, that exceeds the amounts appearing hereunder, depending on whether the resource is constituted of one or two respondents:

	2011-2012	2012-2013	2013-2014	2014-2015
1 respondent	\$44,528	\$44,912	\$46,329	\$47,905
2 respondents	\$77,953	\$78,496	\$81,105	\$83,880

3-5.04

The amount the resource is entitled to under this article, is paid annually on 15 December of each year.

3-5.05

The amounts mentioned in clause 3-5.03 will be increased accordingly in the event that the remuneration scale for support and assistance is increased following the application of clauses 3-3.09 to 3-3.12.

3-6.00 Financial Compensation

3-6.01

The resource is entitled, in accordance with section 34 of the *Act respecting the representation of resources* to the following financial compensation:

- a) financial compensation to offset the difference between the rate of the premium or contribution applicable to the resource, as a self-employed worker, under the plans established by the *Act respecting parental insurance* (chapter A-29.011) and the *Act respecting the Québec Pension Plan* (chapter R-9), and the rates applicable to an employee under those plans;
- b) financial compensation so that a resource may enjoy coverage under the *Act respecting industrial accidents and occupational diseases* (chapter A-3.001).

3-6.02

As of 1 January 2012, the resource must take part in the *Québec Pension Plan* (QPP) and the *Québec Parental Insurance Plan* (QPIP), and, for example, the following financial compensation applies in 2012:

- a) For the QPP

The lesser of \$50,100 (maximum pensionable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, minus \$3,500 (basic exemption), and multiplied by (10.05% - 5.025%) (rate for a self-employed worker – rate of an employee), which is applicable in the case of a single respondent. When there are two respondents, the calculation scale is applied by dividing up the resource's annual remuneration, obtained by application of articles 3-3.00 and 3-4.00, equally between the respondents.

- b) For the QPIP

The lesser of \$66,000 (maximum insurable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, multiplied by (0.993%-0.559%) (rate for a self-employed worker – rate for an employee), which is applicable in the case of a single respondent. When there are two respondents, the calculation scale is applied by dividing up the resource's annual remuneration, obtained by application of articles 3-3.00 and 3-4.00, equally between the respondents.

- c) The financial compensation for the QPP and the QPIP is paid annually on 15 December of each year.

3-6.03

Optional Plan of the Commission de la santé et de la sécurité du travail (CSST)

For the resource that wishes to take part in the optional plan of the CSST, the financial compensation allowing it to enjoy the coverage granted by the *Act respecting industrial accidents and occupational diseases* is determined according to terms yet to be agreed upon (as of the date on which the agreement is signed or as of 1 January 2012 for the resources already registered in the plan at that date). The institution shall make the reimbursement upon presentation of a supporting document.

3-7.00 Reasonable Operating Expenses

3-7.01

In accordance with section 34 of the *Act respecting the representation of resources*, the resource is entitled to a daily allowance for the reasonable operating expenses incurred in relation to its provision of services.

3-7.02

This daily allowance is of \$24.60 per user, for each day of placement, as of 1 January 2012. The daily allowance includes a portion for the resource's fixed costs, set at 60%, and another portion for the variable costs, set at 40%.

3-7.03

When a recognized place is available, only the portion of the allowance for fixed costs is payable to the resource for each day during which the recognized place is available. The parties agree that the allowance of 60% for unoccupied places will be paid retroactively to 1 July 2012.

3-7.04

The daily allowance is increased on 1 January of each year, based on the percentage appearing in the rate increase index published by the Régie des rentes du Québec.

3-8.00 Special Remuneration

Transportation Expenses

3-8.01

The transportation expenses for which a resource may be reimbursed are the transportation expenses entailed by a measure provided for in the intervention plan and related to the specific support or assistance services set out in Part 2 of the Form.

For the purposes of this clause, transportation expenses include the costs incurred for mileage, parking, meals or lodging.

3-8.02

The expenses must be previously authorized by the institution. In medical emergency situations, the institution's authorization is replaced by an authorization or a certificate from a health professional, which must be given to the institution as soon as possible.

3-8.03

The institution is responsible for ensuring, before authorizing the reimbursement, that no other government program can be made to contribute, nor can the user or the user's parents if the user is a child. .

3-8.04

The transportation expenses must comply with directive number 5-74 revised by CT 210610, dated 20 September 2011, and its subsequent amendments.

3-8.05

The reimbursable transportation expenses must be set out in detail in the resource's monthly invoice, and include the supporting documents.

3-8.06

Any other transportation expenses relating to services provided by a resource are included in the reasonable operating expenses that are compensated by the daily allowance set out in clause 3-7.02, notably expenses related to common support and assistance services provided for in Part 1 of the Form.

3-8.07

The institution cannot require that the transportation referred to in this provision be made by the resource itself, if the resource deems that doing so would diminish the quality of services offered to the other users lodging at the resource, subject to the *Regulation respecting classification* being included in the Form.

Monthly Stand-by Premium

3-8.08

The following premium is paid to a resource that is available for placements made without prior notice:

Monthly rate per resource for the overall places reserved			
2012-01-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	2014-04-01 to 2015-03-31
\$205	\$207.05	\$210.67	\$214.88

The association and the institution shall agree on the terms concerning the identification of the resources referred to in this clause.

3-8.09

The rates mentioned in 3-8.08 are increased as provided for in clauses 3-3.09 to 3-3.12, with the necessary modifications.

3-9.00 Modes of Remuneration and Payment Process

General Provisions

3-9.01

The remuneration of services is paid for each day or part of a day during which a place recognized unto a resource is occupied.

3-9.02

A temporary absence of the user does not modify the nature of the placement.

3-9.03

In the case of a continuous placement, temporary absences of the user are not taken into account and the placement days are paid in accordance with clause 3-9.01.

3-9.04

In the case of an intermittent placement, the absences of the user, during planned placement days, are not taken into account and the planned placement days are paid in accordance with clause 3-9.01.

Payment Process

3-9.05

The resource bills the institution on a monthly basis, using the form provided by the institution which contains the information required for the payment of the remuneration for services, and, where applicable, for the payment of the special remuneration referred to in article 3-8.00, within 5 days following the end of the previous month.

3-9.06

The timeline for payment of the remuneration of services and the payment of special remuneration is established as follows:

- a) the percentage of the allowance for reasonable operating expenses equal to the fixed costs, namely 60%, is paid in advance to the resource on the 1st day of the current month on the basis of a monthly projection made by the institution;
- b) the variable portion, namely the remaining 40% of the allowance for reasonable operating expenses and, where applicable, the adjustment on the fixed costs, is paid to the resource on the 15th day of the month following the invoice;
- c) the payment of the other remuneration components is made on the 15th day of the month following the invoice.

3-9.07

A resource cannot bill the user for goods and services that it must provide to the user and for which it is paid in accordance with the agreement.

Reimbursement Process for certain Financial Allowances

3-9.08

To obtain a reimbursement, the resource includes in its monthly invoice the amounts of the expenses made on behalf of the user to pay for tuition fees, school books and supplies or to cover the cost of certain extracurricular activities.

3-9.09

The resource provides the institution with the supporting documents relating to the costs incurred on behalf of the user. In addition, when purchasing school supplies or paying for extracurricular activities, the purchase or the enrollment or participation in the extracurricular activity must be authorized by the institution.

3-9.10

In the event that the resource makes clothing purchases for the user's benefit, clauses 3-9.08 and 3-9.09 are applicable, with the necessary modifications.

3-9.11

In all cases, reimbursable expenses are those corresponding to the users' rights, as set out in the applicable circulars.

3-10.00 Transition Allowance

3-10.01

The resources will be paid an amount of \$804,416 in accordance with terms yet to be agreed upon between the parties, notably to mitigate the impacts caused by the changes in the remuneration payment cycle.

3-11.00 Terms for the temporary maintenance of certain resources' remuneration

3-11.01

The terms relating to the temporary maintenance of the remuneration provided for in Appendix III apply to the resources that, through the application of the provisions of this chapter, receive a lesser remuneration than that which they received before the agreement was signed.

CHAPTER 4-0.00 PROGRAMS AND SERVICES CORRESPONDING TO THE NEEDS OF THE RESOURCES

4-1.00 Continuing training and professional development

4-1.01

The resource must reach and maintain an adequate level of competency in response to the users' needs, and as such, it shall participate in the continuing training and professional development activities implemented by the committee established under 7-3.00, or by the committee established under article 7-1.00 in the event that clause 7-3.04 is applicable.

4-1.02

The Minister makes available to the national committee on concerted action and agreement monitoring, in relation to its specific mandate concerning continuing training and professional development, a general fund dedicated exclusively to the compensation of the expenses incurred by the resources for their participation in the training activities.

For the purposes of this clause, these expenses include the direct expenses incurred, such as registration fees and travelling expenses, as well as indirect expenses, such as substitution costs.

4-1.03

This continuing training and professional development fund is equal to \$650 per resource represented by the associations, per base year¹, subject, however, to clause 4-1.04.

4-1.04

Each base year, the fund is replenished by the Minister to its initial level, namely \$650 per resource, taking into account the remaining funds from the previous base year. The computation of the amount is made on 1 April and the payment is made by the Minister on 1 June at the latest.

4-2.00 Insurance

4-2.01

The letter of understanding number 4 is applicable.

¹ For the 2012-2013 base year, the overall amount is \$407,767.

CHAPTER 5-0.00 TERMS AND CONDITIONS APPLICABLE TO DAYS OF LEAVE FOR RESOURCES

5-1.00 Continuity in the provision of services

5-1.01

In order to ensure the stability of the user's life environment and the continuity of the services provided to him, the provision of the resource's services is not interrupted when resources take days of leave or must be absent over short periods of time for the following reasons or in the case of one of the following events:

- a) occasional obligations linked to the custody, health or education of their child or the child of their spouse;
- b) by reason of the state of health of their spouse, father, mother, brother, sister or one of their grand-parents;
- c) by reason of the death or the funeral of a son-in-law, daughter-in-law, grand-parent, grand-child, as well as the death or the funeral of their spouse's father, mother, brother or sister
- d) for the marriage or civil union of one of their children, their father, mother, brother, sister or the child of their spouse.

5-1.02

In addition, during days of leave subject to a monetary compensation mentioned in article 3-4.00, the resource must ensure the maintenance, at all times, of the services required by the users. The resource must therefore enlist competent substitutes, meaning persons having the skills and attitudes required to maintain the provision of quality services during the days of leave.

5-2.00 Temporary interruption of the provision of services and terms of application

5-2.01

The resource may temporarily cease its provision of services for the duration and the reasons listed hereafter:

- a) illness or accident: for a period of no more than 52 weeks;
- b) a disability resulting directly from severe bodily injury inflicted during or resulting directly from the commission of a criminal offence, except if it is an employment injury within the meaning of the *Act respecting industrial accidents and occupational diseases*, for a period of no more than 104 weeks;
- c) the illness of a minor child that requires the resource's presence: for a period of no more than 12 weeks;
- d) a potentially fatal illness of a minor child or in the case of severe bodily injury to a minor child resulting from the commission of a criminal offence: for a period of no more than 104 weeks;
- e) the disappearance of a minor child: for a period of no more than 52 weeks;
- f) the death by suicide of a spouse or a child: a period of no more than 52 weeks;
- g) the death of a spouse or child resulting from or directly caused by a criminal act: for a period of no more than 104 weeks;

- h) a bodily injury inflicted while attempting to make a legal arrest, or while assisting a police officer, or while trying to legally prevent an offence or presumed offence, or while trying to assist a police officer who is acting in these same circumstances: a period of no more than 104 weeks;
- i) if the resource is called to by a juror.

5-2.02

The temporary cessation of the resource's provision of services must be implemented following what constitutes, under the circumstances, a reasonable prior notice sent to the institution. In the case of unforeseen events, the resource that wishes to temporarily cease its provision of services must cooperate with the institution to temporarily ensure the continuity of services or, if it is impossible to do so, to ensure the transfer of the users.

5-2.03

Following a leave for one of the reasons evoked in clause 5-2.01, the resource may resume providing services as a resource, subject to the following conditions:

- a) the resource gives a prior notice, of at least 30 days, to the institution, unless otherwise provided with the institution;
- b) the resource's places are considered available as of the day on which its provision of services is resumed;
- c) if the transfer of a user is possible and indicated, according to the evaluation of the institution, this transfer may be carried out;
- d) Upon request of the institution, the resource must demonstrate its ability to resume its provision of services.

5-2.04

The institution grants a voluntary cessation, without remuneration for the provision of services, to a resource that makes such a request in order to assume a function within the Federation.

The resource that wishes to prevail itself of this voluntary cessation must inform the institution in writing, at least 90 days prior to the cessation.

The duration of the voluntary cessation, without remuneration, must not exceed one year, which period is renewable once. The resource must inform the institution, 30 days before the end of the voluntary cessation, of its resumption of the provision of services. The resource may request that its voluntary cessation come to an end at any time, by informing the institution 30 days in advance.

5-2.05

The specific agreement signed between the institution and the resource cannot be terminated nor not renewed, for the sole reason that a temporary cessation of the provision of services was made by the resource, in accordance with the terms outlined above.

5-2.06

The resource's right to temporarily cease its provision of services does not confer unto the resource any rights or benefits under the agreement or under the specific agreement, that it would not have had, had it continued its provision of services.

5-3.00 Parental Rights

5-3.01

The provisions relating to the exercise of the resource's parental rights must be in line with the provisions of the *Regulation under the Act respecting parental insurance* (chapter A-29.011, r. 2) and take into account the rights of the users.

5-4.00 Act respecting industrial accidents and occupational diseases

5-4.01

The provisions relating to the exercise of the resource's rights under the *Act respecting industrial accidents and occupational diseases* must be in line with the provisions of that Act and take into account the rights of the users.

CHAPTER 6-0.00 MECHANISMS FOR CONCERTED ACTION, DISAGREEMENTS AND COMPENSATION FOR A RESOURCE FOLLOWING A DECISION OF THE TAQ

6-1.00 Mechanisms for concerted action

6-1.01

The amicable resolution of problems is favoured (diversion from conventional court proceedings) in the spirit of cooperation and concerted action.

6-1.02

The resource that encounters a problem in relation to its provision of services must first discuss the situation with an authorized representative of the institution in an attempt to settle the matter. The fact that this obligation is not executed does not preclude the resource from exercising other rights.

If no settlement is reached, one of the other mechanisms for concerted action must be used.

6-1.03

The purpose of the mechanisms for concerted action is:

- a) to prevent problems;
- b) to find solutions to these problems;
- c) to facilitate the application of the agreement.

6-1.04

The mechanisms for concerted action are the following:

- a) the local committee on concerted action set out in article 7-1.00;
- b) the national committee on concerted action and agreement monitoring set out in article 7-2.00;
- c) any conciliation or mediation mechanism agreed upon between the institution and the association;
- d) any other amicable dispute resolution mechanism agreed upon between the institution and the association.

6-2.00 Disagreements

6-2.01

The parties to the disagreement are the institution and the resource.

6-2.02

If the disagreement is not settled within the scope of 6-1.02 or by the application of the mechanisms for concerted action, the resource or the association submits the disagreement in writing to the representative designated by the institution within 90 days of the date of the event or of the resource becoming aware of the event.

6-2.03

The association may submit a disagreement on behalf of one or more resources.

6-2.04

The deadline for submitting a disagreement must be strictly observed and may only be extended upon the written consent of the institution and the association, such extension is favoured in order to allow the settlement of the disagreement by using one of the mechanisms for concerted action.

6-2.05

The account of the disagreement contains a summary of the facts giving rise to it, so as to allow for the clear identification of the problem. In addition, it sets out the interpretation or the application of the agreement sought, and indicates, when possible, the relevant provisions, and details the corrective measures claimed.

6-2.06

A technical error or an error in form in the submittal of a disagreement does invalidate it; such an error may be corrected, whenever possible, before the hearing, provided it does not change the nature of the disagreement.

6-2.07

Within 30 days of submitting the disagreement, the institution responds to it in writing.

6-2.08

If the institution does not respond within this deadline, or if the answer is deemed unsatisfactory, the 2nd paragraph of section 56 of the *Act respecting the representation of resources* applies to the disagreement, the association then being entitled to submit the disagreement to arbitration.

6-2.09

The fees and expenses of the arbitrator are assumed in equal parts by the institution and the association.

6-2.10

At any time before the hearing, the Minister and the Federation may intervene and make any representation they deem appropriate or relevant.

A written notice of the intervention must be sent to the other party to the agreement and to the parties to the disagreement.

6-3.00 Compensation following a decision of the Tribunal administratif du Québec (TAQ) annulling a decision to suspend or to revoke the recognition of a resource

6-3.01

The association must send to the Minister any motion or proceedings brought before the TAQ and contesting a decision relating to the suspension or the revocation of a recognition, and do so, as soon as the motion or proceedings have been filed.

6-3.02

The association recognizes the Minister's right to intervene before the TAQ when a decision related to the suspension or revocation of a recognition is contested.

6-3.03

The parties to the proceedings set out in this article are the resource and the agency of the region in question.

6-3.04

If the resource and the agency fail to come to an agreement on the compensation owed to the resource, the matter is referred to an arbitrator in accordance with the 2nd paragraph of section 56 of the *Act respecting the representation of resources*, no later than 90 days after the TAQ's decision, to the exclusion of all other recourses before an administrative tribunal or a court of justice.

6-3.05

The arbitrator's authority is limited to determining the loss of income and other benefits sustained and to order that this amount be paid to the resource.

CHAPTER 7-0.00 COMITTEES

7-1.00 Local committee on concerted action

7-1.01

The local committee on concerted action is constituted of no more than 3 representatives of the institution and 3 representatives of the association.

7-1.02

The committee establishes its own operating rules and determines the frequency of its meetings.

7-1.03

The committee's mandate is to

- a) generally, act as a mechanism for concerted action at the local level;
- b) ensure the maintenance and preservation of harmonious relations between the institution, the resources attached to it, and the association;
- c) find solutions to the difficulties encountered by the institution or by a resource, including the difficulties related to health and safety matters;
- d) receive and process, where applicable, the comments relating to the classification revision mechanism;
- e) examine any disagreement and attempt to settle it;
- f) make the recommendations deemed necessary to the institution and the association;
- g) act as local committee on continuing training and professional development when so decided by the institution and the association.

7-2.00 National committee on concerted action and agreement monitoring

7-2.01

The National committee on concerted action and agreement monitoring is constituted of no more than 3 representatives designated by the Minister and 3 representatives designated by the Federation.

7-2.02

The committee establishes its procedural and operating rules and determines the frequency of its meetings.

7-2.03

The committee may enlist the services of resource persons.

7-2.04

The committee's general mandate is to

- a) act as a mechanism for concerted action for the parties to the agreement, notably on matters of national interest;
- b) ensure concerted action in the monitoring of the agreement;
- c) hold meetings to examine any problems pertaining to the interests of the parties to the agreement, institutions or resources;
- d) hold meetings to analyse any disagreement that remains unresolved at the local level and to attempt to contribute to its resolution;
- e) make any recommendation likely to improve the implementation or the application of the agreement.

7-2.05

In addition, the committee is charged with the following specific mandates with regards to continuing training and professional development:

- a) to receive the sums allocated by the Minister, as provided in article 4-1.00;
- b) to establish its procedural and operating rules and determine the frequency of its meetings;
- c) to define, within the framework of the ministerial orientations and the principles underlying the agreement, the orientations and priorities with regards to continuing training and professional development and to determine the general criteria for the distribution and use of the allocated sums;
- d) to convey these orientations, priorities and criteria to the local committees on continuing training and professional development;
- e) to proceed with the distribution of the allocated sums to the local committees on continuing training and professional development according to the manner of distribution that it determines;
- f) to make an annual accountability report to the Minister on the administration of the sums allocated for continuing training and professional development purposes, be it either at the level of the national committee or at the level of the local committees;
- g) to oversee the implementation and proper functioning of the local committees on continuing training and professional development.

7-3.00 Local committee on continuing training and professional development

7-3.01

The local committee on continuing training and professional development is constituted of no more than 3 representatives of the institution and 3 representatives of the association.

7-3.02

The committee establishes its procedural and operating rules and determines the frequency of its meetings.

7-3.03

The committee's mandate is as follows:

- a) to plan the continuing training and professional development activities and ensure their implementation within the framework of the orientations, priorities and programs for continuing training and professional development determined at the national level;
- b) to establish a plan of action and a schedule of continuing training and professional development activities;
- c) to maintain a record of the activities and to draw up an annual account of these activities;
- d) to report to the National committee on concerted action and agreement monitoring on the continuing training and professional development activities, and on the use of the sums allocated to the funding of these activities.

7-3.04

To avoid multiplying structures, the local committee on concerted action may act as the local committee on continuing training and professional development and, in such a case, it carries out the mandate set out above with regards to continuing training and professional development.

CHAPTER 8-0.00 MISCELLANEOUS PROVISIONS

8-1.00 Interpretation

8-1.01

When a matter is subject to interpretation, the parties recognize, including, but not limited to, the following interpretation rules:

- a) unless otherwise indicated by the context, the singular includes the plural and vice versa;
- b) the provisions of the contract are to be interpreted by reference to each other, giving to each the meaning that makes sense of the contract as a whole.

8-1.02

All of the deadlines set out in the agreement are calculated in calendar days, except for the deadlines provided for in working days. When a deadline falls on a non-working day, it is extended until the next working day.

8-2.00 Nullity of a provision

8-2.01

The nullity of a provision, either in whole or in part, does not entail the nullity of the rest of the provision, nor of another provision, nor of the entire agreement.

8-3.00 Appendices, letters of understanding and reference documents

8-3.01

The appendices and letters of understanding form an integral part of the agreement, unless otherwise provided.

8-3.02

The appendices or letters of understanding that do not form an integral part of the agreement may not be subject to any type of proceedings, notably the arbitration procedure provided in clause 6-2.08. The same applies to any reference document that is not an integral part of the agreement.

The application of this clause does not preclude the parties from resorting to the mechanisms for concerted action provided in article 6-1.00.

8-4.00 Access to the agreement

8-4.01

The text of the agreement will be available on the Internet on the CPNSSS RI-RTF Website. An English version will also be made available.

8-5.00 Coming into force and duration of the agreement

8-5.01

Subject to any specific provision to the contrary, this agreement comes into force on the day it is signed and expires on 31 March 2015.

8-5.02

However, the provisions of the agreement continue to apply until a new agreement is signed, unless otherwise provided.

8-5.03

This agreement does not apply retroactively, except for specific provisions to the contrary.

In witness thereof, the parties have signed on the _____ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTÈRE DE LA SANTÉ ET DES
SERVICES SOCIAUX**

Jacinthe Boucher, President

Lucille Rouillard, Vice-president

Alexis Roy, Representative

Luc Drapeau

Pierre Lemay, Representative

Patrick Baril

Anne-Marie Fournier

Rénauld Gendron

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Yves Bolduc

Appendix I

List of associations belonging to the grouping of associations formed by the FFARIQ

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –
(RI-2001-3471) (2012-06-15)
Institution: Les Centres de la jeunesse et de la famille Batshaw

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –
(RI-2001-0599) (2009-12-16)
Institution: Le Centre jeunesse de l'Abitibi-Témiscamingue

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC -
(RI-2001-0603) (2009-12-23)
Institution: Le Centre de protection et de réadaptation de la Côte-Nord

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC -
(RI-2001-3551) (2012-07-16)
Institution: Le Centre jeunesse du Bas-St-Laurent

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –
(RI-2001-3566) (2012-07-30)
Institution: Le Centre jeunesse de Québec

Appendix II Income Tax Adjustment Table

Remuneration related to support or assistance		Remuneration related to support or assistance		Remuneration related to support or assistance	
Monthly	Adjustment %	Monthly	Adjustment %	Monthly	Adjustment %
\$1,000	0.0%	\$2,563	14.3%	\$4,125	20.8%
\$1,021	0.0%	\$2,583	14.4%	\$4,146	20.9%
\$1,042	0.0%	\$2,604	14.5%	\$4,167	21.0%
\$1,063	0.0%	\$2,625	14.6%	\$4,188	21.0%
\$1,083	0.0%	\$2,646	14.7%	\$4,208	21.1%
\$1,104	0.0%	\$2,667	14.8%	\$4,229	21.2%
\$1,125	0.0%	\$2,688	14.9%	\$4,250	21.3%
\$1,146	0.2%	\$2,708	15.0%	\$4,271	21.4%
\$1,167	0.5%	\$2,729	15.1%	\$4,292	21.4%
\$1,188	0.7%	\$2,750	15.2%	\$4,313	21.5%
\$1,208	0.8%	\$2,771	15.3%	\$4,333	21.6%
\$1,229	1.0%	\$2,792	15.4%	\$4,354	21.7%
\$1,250	1.2%	\$2,813	15.5%	\$4,375	21.8%
\$1,271	1.4%	\$2,833	15.6%	\$4,396	21.8%
\$1,292	1.6%	\$2,854	15.7%	\$4,417	21.9%
\$1,313	1.7%	\$2,875	15.8%	\$4,438	22.0%
\$1,333	1.9%	\$2,896	15.9%	\$4,458	22.1%
\$1,354	2.3%	\$2,917	16.0%	\$4,479	22.2%
\$1,375	2.6%	\$2,938	16.0%	\$4,500	22.2%
\$1,396	3.0%	\$2,958	16.1%	\$4,521	22.3%
\$1,417	3.4%	\$2,979	16.2%	\$4,542	22.4%
\$1,438	3.7%	\$3,000	16.3%	\$4,563	22.4%
\$1,458	4.1%	\$3,021	16.4%	\$4,583	22.5%
\$1,479	4.4%	\$3,042	16.4%	\$4,604	22.6%
\$1,500	4.7%	\$3,063	16.5%	\$4,625	22.7%
\$1,521	5.1%	\$3,083	16.6%	\$4,646	22.7%
\$1,542	5.4%	\$3,104	16.7%	\$4,667	22.8%
\$1,563	5.7%	\$3,125	16.7%	\$4,688	22.9%
\$1,583	6.0%	\$3,146	16.8%	\$4,708	22.9%
\$1,604	6.2%	\$3,167	16.9%	\$4,729	23.0%
\$1,625	6.5%	\$3,188	17.0%	\$4,750	23.1%
\$1,646	6.8%	\$3,208	17.0%	\$4,771	23.1%
\$1,667	7.1%	\$3,229	17.1%	\$4,792	23.2%
\$1,688	7.3%	\$3,250	17.2%	\$4,813	23.3%
\$1,708	7.6%	\$3,271	17.2%	\$4,833	23.3%
\$1,729	7.8%	\$3,292	17.3%	\$4,854	23.4%
\$1,750	8.0%	\$3,313	17.4%	\$4,875	23.5%
\$1,771	8.3%	\$3,333	17.4%	\$4,896	23.5%
\$1,792	8.5%	\$3,354	17.5%	\$4,917	23.6%
\$1,813	8.7%	\$3,375	17.6%	\$4,938	23.6%
\$1,833	8.9%	\$3,396	17.6%	\$4,958	23.7%
\$1,854	9.2%	\$3,417	17.7%	\$4,979	23.8%
\$1,875	9.4%	\$3,438	17.8%	\$5,000	23.8%
\$1,896	9.6%	\$3,458	17.8%	\$5,021	23.9%
\$1,917	9.8%	\$3,479	17.9%	\$5,042	24.0%
\$1,938	10.0%	\$3,500	18.0%	\$5,063	24.0%
\$1,958	10.1%	\$3,521	18.1%	\$5,083	24.1%
\$1,979	10.3%	\$3,542	18.2%	\$5,104	24.1%
\$2,000	10.5%	\$3,563	18.3%	\$5,125	24.2%
\$2,021	10.7%	\$3,583	18.3%	\$5,146	24.2%
\$2,042	10.9%	\$3,604	18.4%	\$5,167	24.3%
\$2,063	11.0%	\$3,625	18.5%	\$5,188	24.4%
\$2,083	11.2%	\$3,646	18.6%	\$5,208	24.4%
\$2,104	11.4%	\$3,667	18.7%	\$5,229	24.5%
\$2,125	11.5%	\$3,688	18.8%	\$5,250	24.5%
\$2,146	11.7%	\$3,708	18.9%	\$5,271	24.6%
\$2,167	11.8%	\$3,729	19.0%	\$5,292	24.6%
\$2,188	12.0%	\$3,750	19.1%	\$5,313	24.7%
\$2,208	12.1%	\$3,771	19.2%	\$5,333	24.7%
\$2,229	12.3%	\$3,792	19.3%	\$5,354	24.8%
\$2,250	12.4%	\$3,813	19.4%	\$5,375	24.8%
\$2,271	12.6%	\$3,833	19.5%	\$5,396	24.9%
\$2,292	12.7%	\$3,854	19.6%	\$5,417	24.9%
\$2,313	12.9%	\$3,875	19.7%	\$5,438	25.0%
\$2,333	13.0%	\$3,896	19.8%	\$5,458	25.0%
\$2,354	13.1%	\$3,917	19.9%	\$5,479	25.1%
\$2,375	13.2%	\$3,938	20.0%	\$5,500	25.1%
\$2,396	13.4%	\$3,958	20.1%	\$5,521	25.2%
\$2,417	13.5%	\$3,979	20.2%	\$5,542	25.2%
\$2,438	13.6%	\$4,000	20.3%	\$5,563	25.3%
\$2,458	13.7%	\$4,021	20.3%	\$5,583	25.3%
\$2,479	13.9%	\$4,042	20.4%	\$5,604	25.4%
\$2,500	14.0%	\$4,063	20.5%	\$5,625	25.4%
\$2,521	14.1%	\$4,083	20.6%	\$5,646	25.5%
\$2,542	14.2%	\$4,104	20.7%	\$5,667	25.5%

Remuneration related to support or assistance	
Monthly	Adjustment %
\$5,688	25.6%
\$5,708	25.6%
\$5,729	25.7%
\$5,750	25.7%
\$5,771	25.8%
\$5,792	25.8%
\$5,813	25.9%
\$5,833	25.9%
\$5,854	25.9%
\$5,875	26.0%
\$5,896	26.0%
\$5,917	26.1%
\$5,938	26.1%
\$5,958	26.2%
\$5,979	26.2%
\$6,000	26.2%
\$6,021	26.3%
\$6,042	26.3%
\$6,063	26.4%
\$6,083	26.4%
\$6,104	26.5%
\$6,125	26.5%
\$6,146	26.5%
\$6,167	26.6%
\$6,188	26.6%
\$6,208	26.7%
\$6,229	26.7%
\$6,250	26.7%
\$6,271	26.8%
\$6,292	26.8%
\$6,313	26.8%
\$6,333	26.9%
\$6,354	26.9%
\$6,375	27.0%
\$6,396	27.0%
\$6,417	27.0%
\$6,438	27.1%
\$6,458	27.1%
\$6,479	27.1%
\$6,500	27.2%
\$6,521	27.2%
\$6,542	27.3%
\$6,563	27.3%
\$6,583	27.3%
\$6,604	27.4%
\$6,625	27.4%
\$6,646	27.4%
\$6,667	27.5%
\$6,688	27.5%
\$6,708	27.5%
\$6,729	27.6%
\$6,750	27.6%
\$6,771	27.6%
\$6,792	27.7%
\$6,813	27.7%
\$6,833	27.8%
\$6,854	27.8%
\$6,875	27.9%
\$6,896	27.9%
\$6,917	27.9%
\$6,938	28.0%
\$6,958	28.0%
\$6,979	28.1%
\$7,000	28.1%
\$7,021	28.2%
\$7,042	28.2%
\$7,063	28.2%
\$7,083	28.3%
\$7,104	28.3%
\$7,125	28.4%
\$7,146	28.4%
\$7,167	28.4%
\$7,188	28.5%
\$7,208	28.5%
\$7,229	28.6%

Remuneration related to support or assistance	
Monthly	Adjustment %
\$7,250	28.6%
\$7,271	28.7%
\$7,292	28.7%
\$7,313	28.8%
\$7,333	28.8%
\$7,354	28.9%
\$7,375	28.9%
\$7,396	29.0%
\$7,417	29.0%
\$7,438	29.1%
\$7,458	29.1%
\$7,479	29.1%
\$7,500	29.2%
\$7,521	29.2%
\$7,542	29.3%
\$7,563	29.3%
\$7,583	29.4%
\$7,604	29.4%
\$7,625	29.5%
\$7,646	29.5%
\$7,667	29.6%
\$7,688	29.6%
\$7,708	29.6%
\$7,729	29.7%
\$7,750	29.7%
\$7,771	29.8%
\$7,792	29.8%
\$7,813	29.9%
\$7,833	29.9%
\$7,854	29.9%
\$7,875	30.0%
\$7,896	30.0%
\$7,917	30.1%
\$7,938	30.1%
\$7,958	30.1%
\$7,979	30.2%
\$8,000	30.2%
\$8,021	30.3%
\$8,042	30.3%
\$8,063	30.3%
\$8,083	30.4%
\$8,104	30.4%
\$8,125	30.5%
\$8,146	30.5%
\$8,167	30.5%
\$8,188	30.6%
\$8,208	30.6%
\$8,229	30.7%
\$8,250	30.7%
\$8,271	30.7%
\$8,292	30.8%
\$8,313	30.8%
\$8,333	30.8%
\$8,354	30.9%
\$8,375	30.9%
\$8,396	31.0%
\$8,417	31.0%
\$8,438	31.0%
\$8,458	31.1%
\$8,479	31.1%
\$8,500	31.1%
\$8,521	31.2%
\$8,542	31.2%
\$8,563	31.2%
\$8,583	31.3%
\$8,604	31.3%
\$8,625	31.3%
\$8,646	31.4%
\$8,667	31.4%
\$8,688	31.5%
\$8,708	31.5%
\$8,729	31.5%
\$8,750	31.6%
\$8,771	31.6%
\$8,792	31.6%

Remuneration related to support or assistance	
Monthly	Adjustment %
\$8,813 \$	31.7%
\$8,833 \$	31.7%
\$8,854 \$	31.7%
\$8,875 \$	31.8%
\$8,896 \$	31.8%
\$8,917 \$	31.8%
\$8,938 \$	31.8%
\$8,958 \$	31.9%
\$8,979 \$	31.9%
\$9,000 \$	31.9%
\$9,021 \$	32.0%
\$9,042 \$	32.0%
\$9,063 \$	32.0%
\$9,083 \$	32.1%
\$9,104 \$	32.1%
\$9,125 \$	32.1%
\$9,146 \$	32.2%
\$9,167 \$	32.2%
\$9,188 \$	32.2%
\$9,208 \$	32.3%
\$9,229 \$	32.3%
\$9,250 \$	32.3%
\$9,271 \$	32.3%
\$9,292 \$	32.4%
\$9,313 \$	32.4%
\$9,333 \$	32.4%
\$9,354 \$	32.5%
\$9,375 \$	32.5%
\$9,396 \$	32.5%
\$9,417 \$	32.6%
\$9,438 \$	32.6%
\$9,458 \$	32.6%
\$9,479 \$	32.6%
\$9,500 \$	32.7%
\$9,521 \$	32.7%
\$9,542 \$	32.7%
\$9,563 \$	32.8%
\$9,583 \$	32.8%
\$9,604 \$	32.8%
\$9,625 \$	32.8%
\$9,646 \$	32.9%
\$9,667 \$	32.9%
\$9,688 \$	32.9%
\$9,708 \$	33.0%
\$9,729 \$	33.0%
\$9,750 \$	33.0%
\$9,771 \$	33.0%
\$9,792 \$	33.1%
\$9,813 \$	33.1%
\$9,833 \$	33.1%
\$9,854 \$	33.1%
\$9,875 \$	33.2%
\$9,896 \$	33.2%
\$9,917 \$	33.2%
\$9,938 \$	33.2%
\$9,958 \$	33.3%
\$9,979 \$	33.3%
\$10,000 \$	33.3%

General principles underlying the terms for maintenance

- The maintenance procedure is aimed at the resources whose new remuneration of services is less than the remuneration they received previously.
- The parties agree that the measure ensuring the temporary maintenance of the remuneration level applies to the resources whose current remuneration for services for the period extending from 1 January 2012 to 31 March 2012 is less than the result of the remuneration for services resulting from the application of the group agreement for the same period.
- This measure does not include the remuneration provided for outside of the scope of the circulars applicable to the resources referred to in letter of understanding number 2: "Letter of understanding between the Minister of Health and Social Services respecting remuneration protection for certain resources.
- The measure is in force until 31 March 2017, at the latest.
- The measure entails a decrease (adjustment) of 33% per year, which percentage is applicable to the value attributable to the maintenance measure for each year the measure is valid.

Each year, the maximum adjustment limit increases by \$25,000.

Variables

Certain variables are defined for explanatory purposes:

Rem0 = Current value for the remuneration of services for the period extending from 1 January to 31 March 2012.

Rem(1, 2, 3, 4, 5) = Value for the remuneration of services according to the terms of the agreement, as redefined for each period.

MV = Maintenance value corresponding to the period, subject to the application of the decrease factor or the maximum adjustment limit, where applicable.

Target = Target value for determining the MV, corresponding to the weighted Rem0, by number of users present during the period.

N0 = Average number of users during the period extending from 1 January to 31 March 2012.

N(1, 2, 3, 4, 5) = Number of users during each period.

	Initial situation	<u>01-01-2012 to 31-03-2013</u>	<u>01-04-2013 to 31-03-2014</u>	<u>01-04-2014 to 31-03-2015</u>	<u>01-04-2015 to 31-03-2016*</u>	<u>01-04-2016 to 31-03-2017*</u>
No. of users	N0	N1	N2	N3	N4	N5
New rem.	-	Rem1	Rem2	Rem3	Rem4	Rem5
Target:	Rem0	Rem0 x min(N1 ÷ N0 ; 1)	Rem0 x min(N2 ÷ N0 ; 1)	Rem0 x min(N3 ÷ N0 ; 1)	Rem0 x min(N4 ÷ N0 ; 1)	Rem0 x min(N5 ÷ N0 ; 1)
		MV = max(Target - Rem1 ; \$0)	MV = max(Target - Rem2 ; \$0)	MV = max(Target - Rem3 ; \$0)	MV = max(Target - Rem4 ; \$0)	MV = max(Target - Rem1 ; \$0)
Adjustments		Adjustment = \$0	Adjustment = min(MV x 33%; \$25,000)	Adjustment = min(MV x 66%; \$50,000)	Adjustment = min(MV x 100%; \$75,000)	Adjustment = min(MV x 100%; \$100,000)

Amount payable = MV - Adjustment

* Applicable only in cases where the maintenance value has not been completely depleted over the first three years. Of course, the example illustrated here represents a case where the computations are made once a year, while in fact, the adjustments will be made for each payment period.

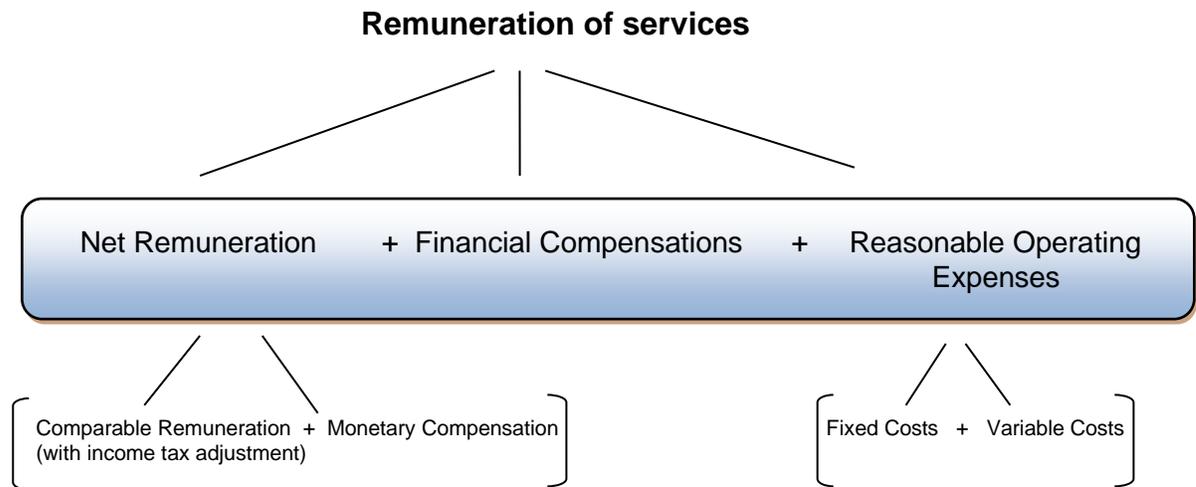
A few examples

	Initial situation	<u>01-01-2012 to 31-03-2013</u>	<u>01-04-2013 to 31-03-2014</u>	<u>01-04-2014 to 31-03-2015</u>	<u>01-04-2015 to 31-03-2016*</u>	<u>01-04-2016 to 31-03-2017*</u>
No. of users	3	3	3	3	3	3
New rem.	-	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Target:	\$45,000	Target = \$45,000 x min(3÷3;1) = \$45,000 MV = max(\$45,000 - \$40,000; \$0) = \$5,000	Target = \$45,000 MV = \$5,000	Target = \$45,000 MV = \$5,000	Target = \$45,000 MV = \$5,000	Target = \$45,000 MV = \$5,000
Adjustments		Adjustment = \$0 Amount payable = \$5,000 - \$0 = \$5,000	Adjustment = min(\$5,000 x 33%; \$25,000) = \$1,667 Amount payable = \$3,333	Adjustment = min(\$5,000 x 66%; \$50,000) = \$3,333 Amount payable = \$1,667	Adjustment = min(\$5,000 x 100%; \$75,000) = \$5,000 Amount payable = \$5,000 - \$5,000 = \$0	Adjustment = min(\$5,000 x 100%; \$100,000) = \$5,000 Amount payable = \$5,000 - \$5,000 = \$0

	Initial situation	<u>01-01-2012 to 31-03-2013</u>	<u>01-04-2013 to 31-03-2014</u>	<u>01-04-2014 to 31-03-2015</u>	<u>01-04-2015 to 31-03-2016*</u>	<u>01-04-2016 to 31-03-2017*</u>
No. of users	9	9	9	9	9	9
New rem.	-	\$195,000	\$195,000	\$195,000	\$195,000	\$195,000
Target:	\$280,000	Target = \$280,000 x min(9÷9;1) = \$280,000 MV = max(\$280,000 - \$195,000; \$0) = \$85,000	Target = \$280,000 MV = \$85,000	Target = \$280,000 MV = \$85,000	Target = \$280,000 MV = \$85,000	Target = \$280,000 MV = \$85,000
Adjustments		Adjustment = \$0 Amount payable = \$85,000 - \$0 = \$85,000	Adjustment = min(\$85,000 x 33%; \$25,000) = \$25,000 Amount payable = \$60,000	Adjustment = min(\$85,000 x 66%; \$50,000) = \$50,000 Amount payable = \$35,000	Adjustment = min(\$85,000 x 100%; \$75,000) = \$75,000 Amount payable = \$85,000 - \$75,000 = \$10,000	Adjustment = min(\$85,000 x 100%; \$100,000) = \$85,000 Amount payable = \$0

	Initial situation	<u>01-01-2012 to 31-03-2013</u>	<u>01-04-2013 to 31-03-2014</u>	<u>01-04-2014 to 31-03-2015</u>	<u>01-04-2015 to 31-03-2016*</u>	<u>01-04-2016 to 31-03-2017*</u>
No. of users	2	2	3	1	2	2
New rem.	-	\$27,000	\$36,000	\$21,000	\$27,000	\$27,000
Target:	\$35,000	Target = \$35,000 x min(2÷2;1) = \$35,000 MV = max(\$35,000 - \$27,000; \$0) = \$8,000	Target = \$35,000 x min(3÷2;1) = \$35,000 MV = max(\$35,000 - \$36,000; \$0) = \$0	Target = \$35,000 x min(1÷2;1) = \$17,500 MV = max(\$17,500 - \$21,000; \$0) = \$0	Target = \$35,000 MV = \$8,000	Target = \$35,000 MV = \$8,000
Adjustments		Adjustment = \$0 Amount payable = \$8,000 - \$0 = \$8,000	Adjustment = min(\$0 x 33%; \$25,000) = \$0 Amount payable = \$0	Adjustment = min(\$0 x 66%; \$50,000) = \$0 Amount payable = \$0	Adjustment = min(\$8,000 x 100%; \$75,000) = \$8,000 Amount payable = \$8,000 - \$8,000 = \$0	Adjustment = min(\$8,000 x 100%; \$100,000) = \$8,000 Amount payable = \$0

	Initial situation	<u>01-01-2012 to 31-03-2013</u>	<u>01-04-2013 to 31-03-2014</u>	<u>01-04-2014 to 31-03-2015</u>	<u>01-04-2015 to 31-03-2016*</u>	<u>01-04-2016 to 31-03-2017*</u>
No. of users	8	8	9	3	8	6
New rem.	-	\$250,000	\$270,000	\$36,000	\$232,000	\$100,000
Target:	\$300,000	Target = \$300,000 x min(8÷8;1) = \$300,000 MV = max(\$300,000 - \$250,000; \$0) = \$50,000	Target = \$300,000 x min(9÷8;1) = \$300,000 MV = max(\$300,000 - \$270,000; \$0) = \$30,000	Target = \$300,000 x min(3÷8;1) = \$112,500 MV = max(\$112,500 - \$36,000; \$0) = \$76,500	Target = \$300,000 MV = \$68,000	Target = \$300,000 x min(6÷8;1) = \$225,000 MV = \$125,000
Adjustments		Adjustment = \$0 Amount payable = \$50,000 - \$0 = \$50,000	Adjustment = min(\$30,000 x 33%; \$25,000) = \$10,000 Amount payable = \$20,000	Adjustment = min(\$76,500 x 66%; \$50,000) = \$50,000 Amount payable = \$26,500	Adjustment = min(\$68,000 x 100%; \$75,000) = \$68,000 Amount payable = \$68,000 - \$68,000 = \$0	Adjustment = min(\$125,000 x 100%; \$100,000) = \$100,000 Amount payable = \$25,000



Remuneration scale regarding support or assistance services

Related sector of activities:	Health and Social Services Sector	
Analogous job retained:	Health and social services auxiliary	
Salary range (group 333 of the <i>Nomenclature des titres d'emploi, des libellés et des échelles de salaire du réseau de la santé et des services sociaux</i>)	step 2 from 01-01-2012 to 31-03-2012 step 2 from 01-04-2012 to 31-03-2013 step 3 from 01-04-2013 to 31-03-2014 step 4 from 01-04-2014 to 31-03-2015	
Annualized Remuneration (365 days)	\$51,964 (rate in force until 31 March 2013)	
Provision of services ¹ based on the intensity levels	Level 1 Services	22.22%
	Level 2 Services	27.78%
	Level 3 Services	33.33%
	Level 4 Services	38.89%
	Level 5 Services	44.44%
	Level 6 Services	50.00%

¹ According to the Classification Form determined by the Minister.

LETTER OF UNDERSTANDING N°1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING PHYSICAL STANDARDS

THE PARTIES AGREE AS FOLLOWS:

1. The parties acknowledge the principle whereby the physical standards of the Institution, prevailing at the time of recognition and signature of the specific agreement, form an integral part of the conditions under which the resource's provision of services is made (vested rights in this respect) during the entire term of that agreement.
2. However, the principle that the physical standards are kept stable cannot result in the restriction of the application of legislative or regulatory provisions made by the competent authorities, particularly with regards to users' health and safety.
3. In addition, this principle may not limit or prohibit the institution from implementing changes to the physical standards, notably for reasons related to users' health and safety;
4. When, during the term of an agreement, an institution plans to require changes to the physical standards that prevailed at the time of recognition and signature of the specific agreement, thereby significantly modifying the conditions under which the provision of services is made (i.e.: fixed assets project), the following procedure applies:
 - a) the institution must notify the resource of the planned change within a reasonable time period before said change is implemented, with reasons;
 - b) upon request by the resource, the institution meets with the resource to discuss the planned change to the physical standards and attempts to come to an agreement with respect to the costs incurred (financing, etc.), where applicable;
 - c) the preceding paragraph aims to indicate to the parties to the specific agreement the necessity of arriving at an agreement if a fixed asset project must be undertaken following changes to the physical standards required by the institution. This does not mean that the institution and the resource are obligated to come to an agreement. If, and only if, the project must be implemented, does an agreement become necessary
 - d) failing an agreement in this respect, the institution and the resource may have recourse to one of the mechanisms for concerted action provided for in the group agreement.
5. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the ___ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

INFORMATIVE SECTION

The letters of understanding set out in this section do not form an integral part of the group agreement

LETTER OF UNDERSTANDING N° 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE CLASSIFICATION REVISION MECHANISM

GIVEN the *Act respecting Health Services and Social Services* (chapter S-4.2).

GIVEN the *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (chapter S-4.2, r. 3.1), hereinafter referred to as the "Regulation".

GIVEN the Form for the determination and classification of support and assistance services, hereinafter referred to as the "Form", appended to the *Regulation*.

GIVEN that it is the institution's responsibility to determine the classification of the services offered by the resource to the users.

GIVEN the impact that an institution's decisions in this respect have on the level of services that must be offered to the users and on the remuneration that must be paid to the resources.

THE PARTIES AGREE AS FOLLOWS:

1. Persons designated by an institution to carry out the classification of users must receive prior training on the Form's application.
2. Institutions that use the services of an intermediate resource or of a family-type resource must set up a permanent classification revision mechanism to handle revision requests made by resources, no later than 90 days after the group agreement entered into by the parties has come into force.
3. This mechanism must be separate from any other mechanism for disagreement resolution.
4. This mechanism must have the following characteristics:
 - a) it must be under the responsibility of a senior officer, identified by the institution, such as the director of professional services, the director of nursing care, etc.; the senior officer must have a certain degree of clinical knowledge;
 - b) the senior officer must receive a resource's written request for revision, which must be sent within 30 days from the receipt of the classification of the services offered by the resource and must set out the reasons underlying the request;
 - c) the senior officer may reject, upon summary examination, any request he or she deems frivolous, vexatious or made in bad faith. The senior officer must inform the resource of its finding, in writing, with reasons;
 - d) the senior officer identifies a person responsible for analysing the resource's request and for making recommendations to the senior officer as to the necessity of revising the classification and, if the case may be, as to the modifications that should be made to the classification; the person responsible must have the necessary skills and must have received the training provided for in item 1;
 - e) this person must preferably be a person working within the institution;

- f) this person cannot be the person who made the initial classification. However, that person may be consulted;
 - g) the person responsible takes cognizance of all the information, particularly of the information relevant to and necessary for the user and may consult with or meet any other person he or she deems appropriate;
 - h) while the person responsible is making his or her analysis of the resource's request for revision, the resource must be given the opportunity to present its observations to that person;
 - i) the person responsible gives his or her recommendations to the senior officer, who must deliver a decision, in writing and with reasons to the resource, within a reasonable time period from the request for revision, while taking into account the circumstances; if the decision is not rendered within 60 days of the request for revision, it must be given priority treatment by the institution;
 - j) the analysis of the request for revision by the person responsible and the ensuing decision made by the senior officer must essentially aim at ensuring that the support and assistance services determined by the institution meet the needs of the users and that the services determined are fairly reflected in the resource's remuneration;
 - k) if a decision is made to revise the classification, the revision is effective from the date of the resource's request. The duly filled out Form must then be given to the resource in compliance with the *Regulation*.
 - l) the institution's decision, made through its senior officer, cannot be subject to any proceedings of any sort, particularly not to the arbitration procedure provided for in clause 6-2.08 of the group agreement.
5. Despite the preceding provisions, the following transitional provisions apply in cases of classifications carried out before this agreement entered into force:
- a) the period for making a request for revision is of 30 days following notice, by the institution, of the coming into force of the revision mechanism;
 - b) if the decision is made to revise the classification, the revision is effective from the date of the classification for which the revision is requested, which date cannot be prior to 1 January 2012.
6. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed, on the ___ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

LETTER OF UNDERSTANDING N° 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING REMUNERATION PROTECTION FOR CERTAIN RESOURCES

THE PARTIES AGREE AS FOLLOWS:

1. This letter of understanding applies to resources whose remuneration, before the coming into force of the group agreement, exceeds the parameters of the circular applicable at that time (n° 2011-043), such remuneration remaining higher than the global remuneration, excluding any special remuneration to which the resource is entitled under the group agreement.
2. The cases of the resources concerned are submitted to a national joint committee formed by 2 persons appointed by each of the parties to the group agreement, each party assuming the costs of its representatives.
3. The committee is formed in the days following the signing of the group agreement or prior to its signing, if the parties so agree in order that the committee's work may begin as soon as possible.
4. The institution provides the committee with the relevant information required, and in particular the term of the contract with the resource, the reasons for which the prior remuneration exceeded the parameters of the circular 2011-043 and the reasons for which protection should or should not be granted, the conditions under which it should be granted, as well as the term of the protection, where applicable.
5. The parties' objective is that all of the requests made by the resources concerned be processed before the remuneration under the new group agreement is actually paid.
6. The committee, after analysing the resource's request, makes the appropriate recommendations to the Ministère, notably on whether or not the remuneration protection should apply to the resource, and if applicable, on to conditions and term of the protection.
7. If the committee fails to make a recommendation, a position report is sent to the Ministère by the institution with copy to the committee.
8. The final decision with regards to the resource concerned rests on the Ministère.
9. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed, on the ___ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

LETTER OF UNDERSTANDING N° 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING AN ADDITIONAL DAILY REMUNERATION

THE PARTIES AGREE AS FOLLOWS:

1. Even if the group agreement provides for a per diem in relation to the level of services required, there may be cases in which the institution expressly makes requirements that go beyond the norm with respect to the support or assistance services required.

Examples of the cases mentioned in the preceding paragraph are: the presence of many users presenting particular and complex difficulties, seniors with radical loss of autonomy, high-needs users such as those having intellectual disabilities, users directed to a resource on a temporary basis, while they should normally have been lodged elsewhere given the standards and practices in force.

Examples of requirements that go beyond the norm, as mentioned in the first paragraph are: increase in normal supervision, constant presence of another person during a short or long period on a daily basis.

2. When an institution expressly makes requirements such as those mentioned above, these requirements may justify an additional daily remuneration per user or an additional per diem in relation to the level of services required provided for in the group agreement.
3. The Ministère, in cooperation with the agencies, may set out the eligibility criteria for the additional daily remuneration and, in such a case, the Federation is consulted prior to the national committee on concerted action and agreement monitoring.
4. If the resource believes it is entitled to an additional remuneration following the imposition of certain requirements, it must make its application to the institution, with reasons, at the time the requirements are asked of it.
5. The institution meets with the resource once the application is made and analyses its admissibility.
6. If the application is deemed admissible, the institution sends it to the Ministère, providing it with all the relevant information necessary and indicating the reasons for which an additional daily remuneration should be granted, and if applicable, the amount and the term of such remuneration.
7. The institution may, on its own initiative, send the Ministère a request for an additional daily remuneration for a user.
8. The objective pursued by the parties, in the cases of requirements formulated by institutions that go beyond the norm, is to treat the applications made for additional daily remuneration in the most coherent and harmonized way possible, and to do so for all of the resources and the all of institutions to which they are attached.
9. The final decision concerning the case of a resource and the granting, if appropriate, of an additional daily remuneration for a user for the term the Ministère deems necessary, rests on the Ministère.

10. Save in exceptional cases, the additional daily remuneration, not subject to the income tax adjustment, that may be paid cannot exceed 30% of the per diem associated with the level of services required, being namely the remuneration scale relating to support or assistance provided for in clause 3-3.06 to which the resource is entitled under the group agreement.
11. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed on the ____ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

LETTER OF UNDERSTANDING N° 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING INSURANCE AND THE MAINTENANCE OF THE PERSONAL PROPERTY AND LIABILITY INSURANCE PLAN FOR FAMILY-TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE RESOURCES INCLUDING THEIR USERS

GIVEN the obligation for resources to take out and maintain, with the insurer of their choice, a householder comprehensive insurance of sufficient value to cover the risks of damages to their real and personal property or to leasehold improvements, with the exception of damages caused by users, including the risks associated with their general civil liability for their activities other than those as a resource.

GIVEN the automatic enrolment of resources, as of their recognition by the health and social services agency of the region concerned, in the personal property and liability insurance plan for family-type resources and other types of eligible resources including their users (Plan).

GIVEN the civil and professional liability insurance offered by the Plan covering claims or proceedings resulting from bodily injuries or material damages caused by the users referred to the resources and for which the resources may be held responsible, as well as the claims or proceedings resulting from the resources' activities, subject to the conditions and exclusions set out in the policy.

GIVEN the personal property insurance offered by the Plan covering damages caused by a user to the personal property of the resource, as well as damages caused to the personal property of the users, subject to the conditions and exclusions set out in the policy.

GIVEN the reimbursement, by the institution, of an amount totalling up to \$500 per year, non-indexed, when the resource suffers damages attributable to a user with whom it was entrusted.

THE PARTIES AGREE AS FOLLOWS:

1. To renew the resource's obligation to take out and maintain, with the insurer of its choice, a householder comprehensive insurance of sufficient value to cover the risks of damages to its real and personal property or leasehold improvements, with the exception of damages caused by users, including the risks associated with its general civil liability for its activities other than those as a resource.
2. To include in the householder comprehensive insurance policy the obligation for the insurer to inform the institution upon termination of the householder policy.
3. To provide that the resource is obligated to send to the institution, when requested to do so by the institution, proof of the householder comprehensive insurance so taken out, the risks insured and the period covered, as well as proof of payment of the premium for the period concerned.
4. To maintain the automatic enrolment of the resource in the civil and professional liability and property insurance Plan for the term of the group agreement, subject to the conditions and exclusions set out in the policies.
5. To comply with the implementing provisions of the Plan.

6. To renew the reimbursement, by the institution, of an amount totalling up to \$500 per year, non-indexed, when the resource suffers damages attributable to a user with whom it was entrusted.
7. To maintain the claim procedure for this reimbursement, which claim is made by sending a request to that effect to the institution accompanied by the supporting documents.
8. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed on the ____ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

LETTER OF UNDERSTANDING N° 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES

GIVEN section 37 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (chapter R-24.0.2) which provides that a group agreement cannot deal with the exercise of the powers and responsibilities referred to in sections 62 and 63 of the Act.

GIVEN section 62 of the *Act respecting the representation of resources* which provides that no provision of the group agreement may restrict or affect the powers and responsibilities conferred on, notably, an institution by the *Act respecting health services and social services* (chapter S-4.2).

GIVEN section 63 of the *Act respecting the representation of resources* which provides that no provision of a group agreement may restrict or affect the powers and responsibilities, notably, of a public institution with regard to recruiting and evaluating resources, with regard to the clinical and professional services required by the users referred to these resources or with regard to controlling the quality of the services delivered to the users referred to the resources.

GIVEN the frame of reference determined by the Minister regarding intermediate resources and family-type resources, hereinafter referred to as the Frame of reference, which is notably aimed at defining and making known the orientations, guiding principles and the foundations for the organization, management and provision of services within resources.

GIVEN the mechanisms for concerted action provided for in the group agreement which may be used to prevent and find solutions to difficulties concerning the resource's provision of services.

GIVEN the arbitration procedure provided for in the group agreement which only applies to difficulties concerning the interpretation and the application of the group agreement¹ and not to operational difficulties related to the resource's provision of services or to the implementation of services within resources in accordance with the Frame of reference.

GIVEN the parties desire to favour exchanges at the local level, when operational difficulties are concerned.

GIVEN the parties desire to allow exchanges on the organization of services within the resources, in accordance with the Frame of reference.

¹ Section 56 of the *Act respecting the representation of resources* and clause 1-2.16 of the group agreement.

The parties agree as follows:

1. The mechanisms for concerted action, and not the arbitration procedure, provided for in the group agreement apply, with the necessary modifications, to any operational difficulty related to the resource's provision of services.

These mechanisms are henceforth referred to as "mechanisms for resolving operational difficulties".

2. The Minister ensures that each agency implements a regional mechanism for concerted action which is mandated with allowing exchanges between the resources, the associations and the institutions in relation to the organization of services within resources in accordance with the Frame of reference.

This regional mechanism may also be helpful in resolving certain operational difficulties related to the organization of services that could not be resolved by applying the mechanisms for resolving operational difficulties.

3. The Minister establishes, for each of the clientele-programs, a Stakeholders' Table which is mandated with making a progress report on the implementation of the organization of services within resources in accordance with the Frame of reference.

4. This committee falls under the responsibility of the General directorate of social services.

The Federation, in its capacity as a stakeholder, will be a member of the committees for each of the services-programs that concern its members.

5. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed on the ___ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE IMPLEMENTATION OF THE NEW REGIME FOR RESOURCES IN THE NETWORK

GIVEN the group agreement signed by the parties.

GIVEN the actions that must be taken by the Federation or by the associations that belong to the Federation in order to implement or carry out this new group agreement.

THE PARTIES AGREE AS FOLLOWS:

1. The Minister grants the Federation a subsidy of \$24,062 per year for the 2012-2013, 2013-2014 and 2014-2015 base years, to help support the Federation and the associations belonging to it in their roles and their actions in implementing or carrying out this new group agreement.
2. The Minister determines the conditions upon which this subsidy will be paid.
3. The Federation must report to the Minister on the use of the sums paid as this subsidy, in accordance with the guidelines set out by the Minister.
4. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed on the ___ day of _____ 2012.

**FÉDÉRATION DES FAMILLES
D'ACCUEIL ET DES RESSOURCES
INTERMÉDIAIRES DU QUÉBEC
(FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Lucille Rouillard, Vice-President

Yves Bolduc

PROCEDURE FOR THE SETTLEMENT OF DISAGREEMENTS DESCRIBED IN SECTION 56 OF THE ACT RESPECTING THE REPRESENTATION OF RESOURCES

The following procedure applies, with the necessary modifications:

100. Every grievance shall be submitted to arbitration in the manner provided in the collective agreement if it so provides and the certified association and the employer abide by it; otherwise it shall be referred to an arbitrator chosen by the parties or, failing agreement, appointed by the Minister.

The arbitrator appointed by the Minister is selected from the list contemplated in section 77.

Except where provided to the contrary, the provisions of this division prevail over the provisions of any collective agreement in case of incompatibility.

100.0.1. No grievance submitted to the other party within fifteen days of the date that the cause of action arose may be dismissed by the arbitrator on the sole ground that the time limit prescribed in the collective agreement was not observed.

100.0.2. Where the parties have settled a grievance before it has been referred to arbitration and one of the parties refuses to give effect to the settlement reached, the other party may refer the grievance to arbitration notwithstanding any agreement to the contrary and notwithstanding the expiry of the periods provided for in sections 71 and 100.0.1 or in the collective agreement.

100.1. No arbitrator may be prosecuted for acts done in good faith in the performance of his duties.

100.1.1. The arbitrator shall proceed with the arbitration with assessors if, within fifteen days of his appointment, there is agreement to that effect between the parties.

Where there is agreement, each party shall designate, within the time prescribed in the first paragraph, an assessor to assist the arbitrator and represent it during the hearing of the grievance and the deliberation. If a party refuses to give effect to the agreement within the prescribed time, the arbitrator may proceed in the absence of that party's assessor.

He may proceed in the absence of an assessor who does not attend, after having been duly convened.

100.1.2. An arbitrator who resigns, refuses to act or is unable to act is replaced according to the procedure prescribed for the original appointment.

An assessor who resigns, refuses to act or is unable to act is replaced by an appointment made by the party who designated him. The arbitrator may continue the arbitration if the party fails to appoint a person to replace the assessor within the time he indicates.

100.2. The arbitrator shall proceed with all dispatch with the inquiry into the grievance and, unless otherwise provided in the collective agreement, in accordance with such procedure and mode of proof as he deems appropriate.

For such purpose, he may, *ex officio*, call the parties to proceed with the hearing of the grievance.

For the purposes set out in section 136, the arbitrator may also hold a pre-hearing conference prior to the hearing of the grievance.

100.2.1. No grievance may be rejected because of a defect of form or irregularity in the procedure.

100.3. If the arbitrator is notified in writing of the total or partial settlement or of the discontinuance of a grievance of which he has been seized, he shall commit it to writing and file his award in accordance with section 101.6.

100.4. Arbitration sittings shall be public, but the arbitrator may, of his own initiative or at the request of one of the parties, order them held *in camera*.

100.5. The arbitrator must give the interested certified association, the employer and employee an opportunity to be heard.

If an interested party hereinabove duly notified by a written notice of at least five clear days of the date, time and place at which it or he can be heard does not appear or refuses to be heard, the arbitrator may proceed with the hearing of the matter and no judicial recourse shall be based on the fact that he has so proceeded in the absence of such party.

100.6. Upon application of any of the parties or of his own initiative, the arbitrator may summon a witness to testify to what he knows, to file a document or to do both unless he is of opinion that the application for summons is frivolous on the face of it. The writ of summons must be served at least five clear days before appearance.

A person so summoned who refuses to appear, to testify or to file the required documents may be compelled to do so as if he had been summoned according to the Code of Civil Procedure (chapter C-25).

The arbitrator may require and administer the oath of a witness.

A summoned witness is entitled to the same taxation as witnesses before the Superior Court and to the reimbursement of his travelling and living expenses.

Such taxation is payable by the party who proposed the summons, but the person who receives his salary during such period is entitled only to the reimbursement of travelling and living expenses.

Where a person is duly summoned on the initiative of an arbitrator, the taxation is payable in equal shares by the parties.

100.7. The arbitrator may ask a witness any question he deems useful.

100.8. A witness shall not refuse to answer for the reason that his reply might tend to incriminate him or to expose him to a legal proceeding of any kind; but if he objects on that ground, his reply shall not be used against him in any penal proceedings instituted under a law of Québec.

100.9. Upon application of one of the parties or of his own initiative, the arbitrator may visit the place relating to the grievance referred to him. He shall then invite the parties to accompany him.

When visiting the place of work, the arbitrator may examine any property related to the grievance. He may also, on such visit, interrogate the persons who are there.

100.11. The arbitrator must render an award based on the evidence collected at the inquiry.

100.12. In the exercise of his duties the arbitrator may

(a) interpret and apply any Act or regulation to the extent necessary to settle a grievance;

(b) fix the terms and conditions of reimbursement of an overpayment by an employer to an employee;

(c) order the payment of interest at the legal rate, from the filing of the grievance, on any amount due under an award he has made.

There must be added to that amount an indemnity computed by applying to that amount, from the same date, a percentage equal to the amount by which the rate of interest fixed according to section 28 of the Tax Administration Act (chapter A-6.002) exceeds the legal rate of interest;

(d) upon request of a party, fix the amount due under an award he has made;

(e) correct at any time a decision in which there is an error in writing or calculation or any other clerical error;

(g) render any other decision, including a provisional order, intended to protect the rights of the parties.

100.16. The arbitrator may order, of his own motion, that the inquiry be re-opened.

101. The arbitration award is without appeal, binds the parties and, where such is the case, any employee concerned. Section 129 applies, with the necessary modifications, to the arbitration award; however, the authorization of the Commission provided for in that section is not required.

101.2. The arbitration award must state the grounds on which it is based and be rendered in writing. It must be signed by the arbitrator.

101.3. The arbitrator and assessors must keep the secret of the advisement until the date of the award.

101.5. If no period is fixed in the collective agreement, the arbitrator must render his award within 90 days after either the end of the last arbitration sitting or, if there are no arbitration sittings, the beginning of the advisement, unless the parties consent in writing before the expiry of the period to grant an additional period of a precise number of days.

101.6. The arbitrator shall file two duplicate originals or two true copies of the award with the Minister and, at the same time, send a copy of the award to each party.

101.7. If the arbitrator fails to render his award within the period provided for in section 101.5 or to file and to send it to the parties in accordance with section 101.6, the Commission may, upon petition by a party, make the order it deems necessary in order that such award may be rendered, filed and sent with the least possible period.

101.8. The arbitrator shall not be entitled to any fees or expenses unless he renders his award within a period in accordance with section 101.5 and he produces to the parties proof that the award has been sent to the Minister.

101.9. The arbitrator must keep the record of arbitration for two years from the filing of the award.

139. Except on a question of jurisdiction, none of the extraordinary recourses provided for in articles 834 to 846 of the Code of Civil Procedure (chapter C-25) may be exercised and no injunction may be granted against an arbitrator, the Commission, any of its commissioners or a labour relations officer of the Commission acting in their official capacity.

139.1. Except on a question of jurisdiction, article 33 of the Code of Civil Procedure (chapter C-25) does not apply to any person, body or agency mentioned in section 139 acting in their official capacities.

140. A judge of the Court of Appeal may annul summarily, upon petition, any writ, order or injunction issued or granted contrary to sections 139 and 139.1.

140.1. No recourse may be exercised by reason or as a result of a report or an order made by the Commission under Chapter V.1 or publications relating thereto, as the case may be, or by reason of acts performed in good faith and in the exercise of their functions by the members of the Commission or by persons appointed by it in accordance with section 137.48.1.

SPECIFIC AGREEMENT TEMPLATE

**THE MINISTER OF HEALTH AND SOCIAL SERVICES AND
THE FÉDÉRATION DES FAMILLES D'ACCUEIL
ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

SPECIFIC AGREEMENT entered into in the city of, province of Québec, Canada.

BETWEEN: (*corporate name*), legal person under public law duly constituted in accordance with the *Act respecting health services and social services* (chapter S-4.2), having its principal place of business at(*number and street name*), in the city of (*name of city*), province of Québec, (*postal code*), represented by (*name of representative*), (*representative's title, if applicable*), duly authorized to act as representative, as said representative has declared;

HEREINAFTER REFERRED TO AS THE "INSTITUTION";

AND:(*last names and first names of the physical persons responsible for the resource*)¹ having his or her (*their*) principal residence at (*number and street name*), in the city of (*name of city*), province of(*name of province*), (*postal code*);

HEREINAFTER REFERRED TO AS THE "RESOURCE";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

PREAMBLE

WHEREAS the Institution has been identified by the Agence de la santé et des services sociaux de (*name of the agency concerned*) (hereinafter: the Agency) to call upon the services of intermediate resources and family-type resources.

WHEREAS the Resource is recognized for this purpose by the Agency.

WHEREAS the Parties wish to enter into an agreement for the provision of services under which the Institution may refer users to the Resource in order to provide them with a living environment that closely resembles a home environment, as well as the services required by their condition.

¹ If the resource is run by a partnership, it is necessary to add, before the names of the physical persons who are responsible for the resource, the legal name and type (general, limited, undeclared, joint venture) of the partnership.

WHEREAS the Parties recognize the user's right to receive quality health services and social services and affirm their respective obligations to provide such services in accordance with the roles and responsibilities that are assigned to them by applicable legislative and regulatory provisions and agreements.

WHEREAS section 55 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (chapter R-24.002, hereinafter referred to as the: *Act respecting the representation of resources*) provides that the Institution and the Resource must enter into an agreement pertaining to the number of recognized places assigned to the resource, the type of users that may be referred to the resource, the identification of the guarantors of the Parties for the purpose of their business relationship, and its term.

THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

1.1. The preamble forms an integral part of this specific agreement.

2. OBJECT

2.1. The object of this specific agreement is to set out the specific conditions of the Parties' business relationship, as provided for in section 55 of the *Act respecting the representation of resources*.

2.2. The Parties recognize that this agreement is, notably, a complement to the provisions:

2.2.1. of the *Act respecting Health Services and Social Services* and its regulations, among which the *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (chapter S-4.2, r. 3.1) and the Form for the determination and classification of support and assistance services filled out by the Institution for each user; and

2.2.2. of the group agreement signed on _____ 2012 between the Minister of Health and Social Services and the Fédération des familles d'accueil et des ressources intermédiaires du Québec (FFARIQ) (hereinafter referred to as the: Group Agreement);

which form an integral part of their business relationship.

2.3. The Parties recognize that no clause in this specific agreement may violate any of these legislative or regulatory provisions or those of the Group Agreement.

3. RECOGNIZED PLACES

3.1. The Parties agree that (*number of recognized places*) places are recognized unto the Resouce in order to lodge users referred by the Institution.

4. TYPE OF USERS

4.1. The Parties agree that the following types of users may be referred by the Institution to the Resource:

Child:	<input type="checkbox"/>	Adult:	<input type="checkbox"/>
Young persons:	<input type="checkbox"/>	<input type="text"/>	
Mentally impaired:	<input type="checkbox"/>	<input type="text"/>	
Physically impaired:	<input type="checkbox"/>	<input type="text"/>	
Pervasive developmental disorder:	<input type="checkbox"/>	<input type="text"/>	
Mental health:	<input type="checkbox"/>	<input type="text"/>	
Addictions:	<input type="checkbox"/>	<input type="text"/>	
Loss of autonomy linked to aging:	<input type="checkbox"/>	<input type="text"/>	
Others:	<input type="checkbox"/>	<input type="text"/>	

5. TERM

5.1. Initial term¹

5.1.1. The initial term of the agreement is (.....) (*number, first in writing, then in figures*) (*years, months, days*), from the date of signing, unless it is prematurely terminated under other provisions of the agreement.

alternate clause

5.1.1 The agreement comes into force (date or event) and ends (date or event), unless it is prematurely terminated under other provisions of the agreement.

¹ A term of 3 years is suggested so as to promote the user's stability. In some particular situations, the term of the specific agreement may be confined to a specific period (i.e. : from 1 September to 15 January) or linked to the occurrence of a specific event (i.e. : from the beginning of the child's placement to the end of the placement). The alternate clause may then be used.

5.2. Renewal¹

5.2.1. The agreement is automatically renewed at its term, for an equal term and under the same conditions, unless one of the Parties to the agreement sends the other Party a notice of non-renewal within (number) days² prior to this term.

5.2.2. If one of the Parties sends a non-renewal notice to the other Party under this clause, the continuation of the business relationship between the Parties after the initial or renewed term has expired, whatever the case may be, cannot in any way be construed as a roll-over, renewal, extension or continuation of the agreement.

alternate clauses

5.2.1 This agreement ends on the date provided for in clause 5.1.1, without further notice or delay and is not renewable.

5.2.2 The continuation of the business relationship between the Parties after the initial or renewed term has expired cannot in any way be construed as a roll-over, renewal, extension or continuation of the agreement.

5.3. Termination of the agreement

5.3.1. By mutual consent

5.3.1.1. The Parties may, at any time, terminate this agreement by mutual consent.

5.3.2. Without notice

5.3.2.1. This agreement will be terminated, without notice, if one of the following events occur:

- suspension or revocation of the recognition by the Agency.
- assignment of the specific agreement.

5.3.2.2. In this event, the Parties agree on a reasonable time period, given the circumstances, to proceed with the users' transfer.

5.3.3. For serious reasons

5.3.3.1. Each Party may terminate this agreement before its term, if a serious reason exists.

5.3.3.2. The Party must send a written notice to the other Party which must include the reason and the date on which the termination shall take effect.

¹ The renewal of the specific agreement is suggested in order to promote the stability of the user. The Parties may however provide that the agreement is not renewable. The alternate clauses must then be used.

² The minimum notification period indicated should be of 90 days. However, if the specific agreement is for a period of more than three (3) years, this notification period should be longer.

6. PARTIES' POINT OF CONTACT

6.1. Identification

6.1.1. The Parties identify the following persons as their points of contact in regard to their business relationship:

For the Institution:

name(s) and contact information

For the Resource:

name(s) and contact information

6.2. Replacement

6.2.1. If it is necessary to replace one of the points of contact, the Party concerned must inform the other Party as soon as possible. In cases where there are more than one point of contact, each of them may act separately and the authorization given by one of them constitutes a valid authorization.

6.3. Notices

6.3.1. All notices required within the scope of this agreement must, in order to be considered as having been legally given, be sent to the point of contact of the concerned Party by any means allowing for proof of receipt.

7. PROCEEDINGS

7.1. The Parties agree that any proceedings or suit concerning this agreement must be filed in the court of the district that has legal jurisdiction.

8. GENERAL PROVISIONS

8.1. Assignment

8.1.1. This agreement is non-assignable and the rights and obligations that are provided for herein cannot be assigned by the Resource to another person.

8.1.2. Is not considered an assignment within the meaning of this article, the amendment of the specific agreement that provides for the addition or the withdrawal of a physical person responsible for the resource who, at the time of the amendment, had his or her principal residence on the resource's premises. In such cases, the provisions of article 8.2 of this agreement apply.

8.2. Amendment

8.2.1. This agreement may be amended at any time by mutual agreement between the Parties.

8.2.2. However, all amendments must be made in writing.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

For the Institution:

In, on

By:

By:

For the Resource:

In, on

By:

By: