



## Initial Group Agreement

**BETWEEN**

**THE MINISTER OF HEALTH AND SOCIAL SERVICES  
HEREINAFTER REFERRED TO AS “THE MINISTER”**

**AND**

**LE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU  
QUÉBEC (RESSAQ-CSD AND RESSAQ 2009-CSD)**

**HEREINAFTER REFERRED TO AS “THE REGROUPEMENT”**

Only the French version of this collective agreement is considered to be the official text. However, the collective agreement is translated into English.

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**Preamble**

The *Act respecting the representation of resources* marks a major shift in Québec legislation by setting the foundations of a separate regime in which collective relations can express themselves. The Act highlights the resources' status as service providers and makes new rights available to them, among which, the right to organize and bargain collectively.

The Minister and the Regroupement recognize the importance of the resources' contribution to the carrying out of the institutions' mission. In their relations, and in the relation between institutions, resources and associations, they favour fairness, good faith and cooperation, as well as the values of humanism, respect, integrity, justice, trust, commitment and simplicity.

It is in compliance with these values that collective relations should be forged and developed.

This agreement sets out certain fundamental principles that, in themselves, constitute basic rules aimed at guiding not only the parties to this agreement, but also the institutions, resources and associations, in the exercise of their functions, powers and responsibilities.

## **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*, which cannot be inconsistent with applicable laws and regulations;
- 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      The Regroupement**

The Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD and RESSAQ 2009-CSD) in its capacity as a grouping of associations of adult resources acting on behalf of the associations that belong to the grouping and that are affiliated with the Centrale des syndicats démocratiques (CSD).

#### **1-2.04      Base year**

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

#### **1-2.05      Association**

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

#### **1-2.06      Frame of reference**

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

#### **1-2.07      Circular**

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



### **1-2.08 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.

### **1-2.09 CPNSSS**

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

### **1-2.10 CSD**

The Centrale des syndicats démocratiques, to which the resource associations are affiliated.

### **1-2.11 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*.

### **1-2.12 Specific Agreement**

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

### **1-2.13 Institution**

A public institution within the meaning of the AHSSS.

### **1-2.14 Form**

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

### **1-2.15 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).

### **1-2.16 AHSSS**

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

### **1-2.17 Disagreement**

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

### **1-2.18 Ministère**

The Ministère de la Santé et des Services sociaux.

### **1-2.19 Minister**

The Minister of Health and Social Services.

### **1-2.20 Parties**

The Ministre and the Regroupement.

### **1-2.21 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).

### **1-2.22 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.

### **1-2.23 TAQ**

The Tribunal administratif du Québec.

### **1-2.24 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 parties, associations and institutions recognize the importance of the resources' contribution to the carrying out of the institutions' mission.

### **1-3.05**

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.

### **1-3.06**

The institution is accountable for the quality of all the services provided to the users.

### **1-3.07**

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.

### **1-3.08**

The resource chooses the manner in which it shall carry out its provision of services and does so, in compliance with the applicable legislative and regulatory provisions, past practices and good practices, the frame of reference, and the provisions of both the agreement and the specific agreement.

### **1-3.09**

The autonomy enjoyed by the resource, notably with regards to the organization of the life environment, goes hand-in-hand with the resource's accountability regarding the quality of the life environment and of the support or assistance services provided to the user.

### **1-3.10**

In carrying out its provision of services, the resource may require, from competent persons or organizations, various support, aide or accompaniment measures. The institution cooperates with the resource in this respect.

## **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 Regroupement.

The agreement also applies to each new resource included in the representation unit that becomes attached to the institution.

### **1-4.02**

The agreement entered into by the Regroupement in its capacity as a grouping of associations is binding on each of the recognized associations forming part of the grouping and that are affiliated with the CSD as well as on each new association recognized, that meets these same criteria.

The associations referred to in this 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 of the Regroupement. A specific agreement made between an institution and a resource that modifies the conditions of the agreement is valid only if it is ratified by the Minister and the Regroupement.

### **1-5.00 Recognition**

#### **1-5.01**

The associations mentioned in Appendix I have been recognized by the Commission des relations du travail as adult 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 Regroupement, 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 organization 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 agreement<sup>1</sup>, in accordance with the *Act respecting the representation of resources*.

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

### **1-6.03**

The Regroupement 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 Regroupement'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 7-1.00).

### **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 7-2.00) and in the local committee on continuing training and professional development (7-3.00).

### **1-6.06**

The Minister and the institution recognize the CSD's representative, mandated by the association or the Regroupement.

## **Associative life and concerted action activities**

### **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, not later than 14 days after having signed the specific agreement.

### **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 association each month, on the 15<sup>th</sup> day after collecting the dues.

### **1-6.10**

The institution and the association cooperate to carry out and maintain a monthly update of the list of resources. 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.

#### **1-6.11**

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

#### **1-6.12**

The association has at its disposal an annual allowance equivalent to \$60 per resource included in the representation unit, which 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.

#### **1-6.13**

In addition, the Minister provides the Regroupement with financial support for activities related to associative life and to concerted action, in an annual amount of \$32,894.00, starting in the 2013-2014 base year. This amount is paid at the latest on 1 June of each year.

### **1-7.00 Specific Agreement**

#### **1-7.01**

The signing of a specific agreement under section 55 of the *Act respecting the representation of resources* falls within the purview of the institution and the resource.

#### **1-7.02**

Letter of understanding number II, relating to the specific agreement applies.

## CHAPTER 2-0.00      CONDITIONS FOR THE PROVISION OF SERVICES

### 2-1.00      Statement of certain Responsibilities for the Institution<sup>1</sup>

#### 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. The content of these policies, directives or procedures must be compatible with the agreement and a copy thereof must be given to the resource;
- 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 that may require other outside interventions and, when necessary, proceed with the interventions deemed appropriate by the institution, under the circumstances, including the transfer of the user.

#### 2-1.02

In accordance with its legal obligations, the institution takes the necessary measures to ensure the protection of the personal information it holds in relation to the resource.

#### 2-1.03

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, unless otherwise agreed upon by the parties. 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.

#### 2-1.04

The placement and transfer of a user fall under the purview of the institution.

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<sup>1</sup> The following statements may not be construed in a manner that limits, in any way, the application of legislative and regulatory provisions, notably the *Regulation respecting classification*.

**2-1.05**

In accordance with the *Regulation respecting classification*, and as set out in such regulation, the institution must send the resource a summary of the information required in order to take charge of the user.

**2-1.06**

The institution diligently handles the resource's request to transfer a user, or its refusal to accept a user, in the following cases:

- a) when the resource has good reason to believe that the user is exposing or may expose other people living within the resource to certain risks related to their health, safety or physical or psychological integrity;
- b) when the resource no longer feels able to provide the user with the services required by the user's condition;
- c) when the resource considers that a user's presence may result in certain effects that are contrary to those sought out in the intervention plans of the other users.

**2-1.07**

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.

**2-1.08**

The institution informs the agency that recognized a resource which has ceased its activities for administrative reasons, of the resource's interest to pursue its activities with another institution in the concerned region, if such is the case.

**2-1.09**

The institution may at any time enter into a new specific agreement with a resource that was closed for administrative reasons, notably by changing the type of users that may be referred to the resource.

**2-1.10**

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.

**2-1.11**

A resource cannot be subject to a penalty solely because it exercised a right granted to it by this group agreement.



## **2-2.00 Statement of certain Responsibilities of the Resource<sup>1</sup>**

### **2-2.01**

As a provider of services<sup>2</sup>, the resource must provide quality services in the best interest of the user; it must act in accordance with past practice 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 and of the specific 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 resource<sup>3</sup>:

- 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, 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.
- i) after a user's departure, to send the user's personal property and effects back to him or her, to his or her representative or if unable to do so, to the institution. The resource gives the institution a list of this property or of these effects, and the institution confirms receipt of same in writing.

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<sup>1</sup> The following statements may not be construed in a manner that limits, in any way, the application of legislative and regulatory provisions, notably the *Regulation respecting classification*.

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

<sup>3</sup> 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 nonetheless maintaining the control and responsibility thereof; where applicable, the resource hires competent personnel 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 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 referring 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.

## **CHAPTER 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 referring 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 Services<sup>1</sup>**

#### **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 clause 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 and 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.

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<sup>1</sup> 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 6-3.00.

However, the classification revision mechanism set out in 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	\$31.79	\$33.08	\$34.53
Level 2 services	\$39.16	\$39.74	\$41.36	\$43.17
Level 3 services	\$46.99	\$47.68	\$49.62	\$51.79
Level 4 services	\$54.82	\$55.64	\$57.90	\$60.43
Level 5 services	\$62.66	\$63.58	\$66.16	\$69.05
Level 6 services	\$70.49	\$71.53	\$74.44	\$77.69

### 3-3.07

Despite clause 3-3.06, the daily rate for the first 60 days<sup>1</sup> 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	\$45.68	\$46.48	\$47.41

### 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)<sup>2</sup> as set out in Statistics Canada's data for 2010 and 2011<sup>3</sup> 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%<sup>4</sup>.

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

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

<sup>3</sup> 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.

<sup>4</sup> Where applicable, an increase of 0,5% has already been integrated.

## **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)<sup>1</sup> as set out in Statistics Canada's data for 2010, 2011 and 2012<sup>2</sup> 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. The increase computed in this manner must not exceed 1.5%.
- 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 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 2013<sup>3</sup> 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) 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.

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<sup>1</sup> Gross Domestic Product, in terms of spending at current prices, for Québec. Source: Statistics Canada, CANSIM, table 384-0002, serial number CANSIM v687511..

<sup>2</sup> 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.

<sup>3</sup> 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 index<sup>1</sup> for Québec, according to Statistics Canada's data for the 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>2</sup> base years and the cumulative wage parameters set out in clauses 3-3.09 to 3-3.11, increased by 1.25%<sup>3</sup> (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.

Should the tax exemption be discontinued, the parties will discuss what impacts such a modification has on resources' remuneration and they will draft recommendations to the Minister as to which adjustments should be made to the Income tax Adjustment Table.

### 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	\$8,703.12	\$9,056.71	\$9,452.74
Maximum adjustment	\$2,675.66	\$2,741.48	\$2,898.15	\$3,081.59

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

### 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.

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

<sup>2</sup> 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.

<sup>3</sup> 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%).

### **3-4.00 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 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 3-3.13 and 3-3.14, and by multiplying the adjusted remuneration by 10.1%.

#### **3-4.03**

The compensation is paid monthly, retroactively to 1 January 2012.

### **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 and 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:

	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
1 respondent	\$44,528	\$45,189	\$47,025	\$49,082
2 respondents	\$77,953	\$79,110	\$82,324	\$85,924

#### **3-5.04**

The amount the resource is entitled to under this article, is paid monthly and retroactively to 1 January 2012.

#### **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.

#### **3-5.06**

Upon notice given by the Regroupement to the Minister, the Minister retains from the remuneration the amount determined for the application of certain private social benefits plans for the benefit of the resources and remits the amounts monthly to the CSD, or according to other conditions agreed upon between the parties.



### **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 such, 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 or a salaried worker, whatever the case may be, 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 submitted with the form supplied by the institution.

### **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 is increased to \$25.04 in accordance with article 3-7.04 as of 1 January 2013. 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. The institution has a maximum of 90 days from the day it receives the reimbursement request to make such verifications.

##### **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:

<b>Monthly rate per resource for the overall places reserved</b>			
<b>2012-01-01 to 2012-03-31</b>	<b>2012-04-01 to 2013-03-31</b>	<b>2013-04-01 to 2014-03-31</b>	<b>2014-04-01 to 2015-03-31</b>
\$205	\$208.08	\$211,72	\$215.95

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 1<sup>st</sup> 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 15<sup>th</sup> day of the month following the invoice;
- c) the payment of the other remuneration components is made on the 15<sup>th</sup> 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, using the form supplied by the institution, 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 \$5,460,622.00 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 circular 2011-043 for the period extending from 1 January 2012 to 31 December 2012, whose remuneration is greater than the remuneration resulting from the application of the group agreement for that same period.

## **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 Minister, the Regroupement, the institution and the association recognize that the humanistic nature and quality of the services aimed at the users is a priority and that the development of a culture of continuing training is its cornerstone. The parties therefore allow resources to have access to the training required to ensure the provision of safe and quality services in response to the evolving needs of the users and they do so, within the framework of activities that are planned and implemented by the committee referred to in article 7-3.00 and within the funds available for continuing training and professional development.

#### **4-1.02**

The responsibility of maintaining an adequate level of competency rests on the resource. This principle is rooted in the appropriation of new knowledge in order to promote the development of resource know-how and skills in knowing how to be. The end pursued is the maintenance and improvement of the quality of the services to users, as well as the protection of the resources' users from risks inherent to the provision of services.

It is therefore essential that the design and development of these professional development programs be mindful of the ministerial orientations and the new framework and that they be adapted to the resources' reality. The achievement of these two objectives will mainly depend on the quality of the activities planned by the joint committees on continuing training and professional development and rests on an efficient cooperation between the parties, the institutions, the associations and the resources.

#### **4-1.03**

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 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.

#### **4-1.04**

This continuing training and professional development fund is equal to \$650 per resource represented by the associations, per base year, subject, however, to clause 4-1.05.

#### **4-1.05**

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**

Letter of understanding number 4 is applicable.

## **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 the user, 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 be 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**

When the temporary cessation is the result of an illness or accident, the institution examines, upon request of the resource and with the resource, the various possibilities for resuming its activities subject to the rights of the users and the quality of the services provided to them.

#### **5-2.05**

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 Regroupement or the CSD.

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.



### **5-2.06**

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.

### **5-2.07**

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 AND PROCEDURES**

### **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 so as to promote their quick and efficient handling.

#### **6-1.02**

The resource that encounters a difficulty 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 difficulties;
- b) to find solutions to these difficulties;
- 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 7-2.00;
- b) the national committee on concerted action and agreement monitoring set out in article 7-1.00 (if the difficulties are of national interest);
- 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      Procedure for settling disagreements**

#### **6-2.01**

The resource may be accompanied by a representative of the association at any step of the procedure for settling disagreements or of the arbitration process.

#### **6-2.02**

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

### **6-2.03**

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 60 days of the date of the event or of the resource becoming aware of the event.

### **6-2.04**

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

### **6-2.05**

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.

### **6-2.06**

The account of the disagreement contains a summary of the facts giving rise to it, including the context and circumstances, so as to allow for the clear identification of the problem. In addition, it sets out the provisions of the agreement that have allegedly been disregarded and indicates the corrective measures claimed.

### **6-2.07**

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.

### **6-2.08**

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

### **6-2.09**

If the institution does not respond within this deadline, or if the answer is deemed unsatisfactory, the association may then submit the disagreement to the arbitration process referred to in article 6-3.00.

## **6-3.00 Procedure of civil arbitration (to the exclusion of any other proceedings before any other tribunal)**

### **6-3.01**

The disagreement shall be submitted to arbitration by the association within 60 days of the decision made by the institution within the procedure for the settlement of a disagreement, or 60 days from the moment at which this decision should have been made.

Copy of the notice of arbitration must be given in writing to the Minister, the Regroupement, the institution and the resource, to which must be appended the disagreement and the institution's answer, if applicable.

### **6-3.02**

The deadline for submitting the disagreement to arbitration is a strict deadline and may only be extended with the written consent of the institution and the association.

### **6-3.03**

At any time before the end of the hearing, the Minister and the Regroupement 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 institution and the association.

### **6-3.04**

The provisions of articles 940 and following of the *Code of civil procedure* (chapter C-25) apply unless they are incompatible with the provisions of this article.

### **6-3.05**

The arbitration is usually carried out by a single arbitrator who must be a jurist chosen by the institution and the association from a list to be agreed upon by the parties.

### **6-3.06**

However, the arbitration must be carried out before 3 arbitrators, who then form a council for the settlement of disagreements in the following cases:

- a) in cases where the institution and the association so agree;
- b) in cases provided for in the agreement, regarding a particular subject;
- c) in cases where the disagreement is of national interest;
- d) if the arbitration falls under article 6-4.00 (TAQ), unless the parties to this procedure agree on a single arbitrator.

### **6-3.07**

When the arbitration must take place before a council for the settlement of disagreements, the institution and the association each appoint one arbitrator and these arbitrators appoint the third one from the agreed upon list; the arbitrator appointed by the institution and the arbitrator appointed by the association do not have to be chosen from the list agreed upon by the parties and they do not have to be jurists.

### **6-3.08**

The Minister appoints a Chief Arbitrator after having consulted the Regroupement.

### **6-3.09**

If, in applying clause 6-3.06, either the institution, the association or, if an intervention is made under clause 6-3.03, the Minister or the Regroupement, do not agree that the question being examined is of national interest, the Chief Arbitrator makes that decision following a request made by one of the aforementioned parties.

### **6-3.10**

If difficulties arise in choosing the arbitrator or in implementing the nomination process of the arbitrators in cases where a council for the settlement of disagreements is formed, or in cases where an arbitrator is replaced, the Chief Arbitrator may, when requested by the institution or the association to do so, take any measure he or she deems necessary.

### **6-3.11**

When the Chief Arbitrator must appoint an arbitrator, he or she takes into account, whenever possible, where the dispute originated and the availability of the arbitrator to hear the disagreement in a timely fashion.

### **6-3.12**

In the case set out in the previous clause, the decision of the Chief Arbitrator is final and cannot be appealed.

### **6-3.13**

In all cases, the arbitrator, or the council for the settlement of disagreements, decides in accordance with the stipulations of the agreement and has no authority to exclude or modify any of its provisions or add to them.

### **6-3.14**

In exercising his or her functions, the arbitrator or the council for the settlement of disagreements may:

- a) interpret and apply legislative or regulatory provisions insofar as it is necessary to do so in order to decide a disagreement;
- b) establish the amount due under a decision he or she has made, at the request of one of the parties, including damages and interest to compensate the losses suffered by the resource;
- c) order the payment of interest at the legal rate from the filing of the disagreement, calculated on the sums due under the decision; is also added to this amount, an indemnity calculated by applying to that amount, from the same date, a percentage equal to the difference between the interest rate determined under section 28 of the *Tax Administration Act* (chapter A-6.002) and the legal interest rate;
- d) make corrections to a decision that is marred by a clerical error, a calculation error, or any other material error;
- e) render any other decision, including a temporary order, to safeguard the rights of the parties.

### **6-3.15**

The arbitrator or the council for the settlement of disagreements renders its decision within 90 days of the end of the hearing. This decision however cannot be invalidated on the sole basis of it having been rendered after that time.

### **6-3.16**

The arbitrator or the council for the settlement of disagreements sends a copy of all decisions to the association and to the institution and, if an intervention is made under clause 6-3.03, to the Minister and the Regroupement. The arbitrator or the council files 2 copies of each decision with the CPNSSS.

### **6-3.17**

The CPNSSS establishes and maintains a compendium of the arbitration decisions rendered. The CPNSSS ensures the public and accessible nature of the compendium.

### **6-3.18**

The fees and costs, in the case of a single arbitrator, are shared equally between the institution and the association. The same applies for the 3<sup>rd</sup> arbitrator when a council for the settlement of disagreements is formed. In this latter case, the institution and the association also assume the fees and costs of the arbitrator named by each of them.

**6-4.00 Compensation procedure following a decision of the Tribunal administratif du Québec (TAQ) annulling a decision of an agency to suspend or to revoke the recognition of a resource**

**6-4.01**

The association sends 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 does so, as soon as the motion or proceedings have been filed.

**6-4.02**

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.

**6-4.03**

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

**6-4.04**

If the resource and the agency fail to come to an agreement on the compensation owed to the resource, the resource or the association may prevail themselves of the procedure for settling disagreements, including the mechanisms on concerted action and the arbitration process referred to in article 6-3.00, with the necessary modifications, and subject to the following.

**6-4.05**

Such recourse to arbitration is exclusive, and is made to the exclusion of any other proceedings before any other court or administrative tribunal.

**6-4.06**

The submittal of a disagreement to arbitration must be made within 90 days after the TAQ's decision.

**6-4.07**

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

## **CHAPTER 7-0.00 COMMITTEES**

### **7-1.00 National committee on concerted action and agreement monitoring**

#### **7-1.01**

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 Regroupement.

#### **7-1.02**

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

#### **7-1.03**

The committee may enlist the services of resource persons.

#### **7-1.04**

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; the parties exchange relevant information in this regard;
- 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, including health and safety concerns;
- 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.

#### **7-1.05**

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 for 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.

#### **7-2.00 Local committee on concerted action**

##### **7-2.01**

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

##### **7-2.02**

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 mandate is to

- a) generally, act as a mechanism for concerted action at the local level; the parties exchange relevant information in this regard;
- 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.

#### **7-3.00 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 may enlist the services of resource persons.



#### **7-3.04**

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 maintain an individualized record of the training activities attended;
- e) 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.

#### **7-3.05**

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 agreement 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 6-3.00.

The same applies to any reference document that is not an integral part of the agreement, such as the Frame of reference, the policies of the institution, the ministerial circulars, etc.

### **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 \_\_\_\_\_ 2013.

**LE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
ON BEHALF OF THE ASSOCIATIONS  
THAT BELONG TO THE REGROUPEMENT  
AND THAT ARE AFFILIATED WITH THE  
CENTRALE DES SYNDICATS  
DÉMOCRATIQUES (CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Yolande Trudel

---

Kim Lacerte, Representative

---

Gérard Raby

---

Daniel Gauthier

---

Daniel Villeneuve

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Pascal Pedneault

---

Éric Gagnon, CSD Union Advisor

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Réjean Hébert

**Appendix I**

**List of associations belonging to the grouping of associations formed by the Regroupement**

N <sup>o</sup> RECOGNITION	NAME OF THE ASSOCIATION	INSTITUTIONS CONCERNED
<b>Region 01 Bas-Saint-Laurent</b>		
RI-2001-1082	RESSAQ [2009] CSD	Centre de santé et de services sociaux de Matane
RI-2001-0883	RESSAQ CSD	Centre de santé et de services sociaux de Témiscouata
RI-2001-0884	RESSAQ CSD	Centre de santé et de services sociaux des Basques
RI-2001-0880	RESSAQ CSD	Centre de santé et de services sociaux Rimouski-Neigette
RI-2001-0926	RESSAQ CSD	Centre de santé et de services sociaux Rivière-du-Loup
RI-2001-4180	RESSAQ CSD	Centre de santé et de services sociaux de la Matapédia
<b>Region 03 Québec</b>		
RI-2001-0910	RESSAQ CSD	Centre de santé et de services sociaux de la Vieille-Capitale
RI-2001-0824	RESSAQ CSD	Centre de santé et de services sociaux de Charlevoix
<b>Region 04 Mauricie</b>		
RI-2001-1080	RESSAQ [2009] CSD	Centre de santé et de services sociaux de l'Énergie
RI-2001-1063	RESSAQ [2009] CSD	CRDI-TED Mauricie Centre-du-Québec Institut universitaire
RI-2001-1763	RESSAQ [2009] CSD	Centre de santé et de services sociaux Haut-Saint-Maurice
RI-2001-0898	RESSAQ CSD	Centre de santé et de services sociaux Maskinongé
RI-2001-1647	RESSAQ CSD	Centre de santé et de services sociaux Bécancour-Nicolet-Yamaska
RI-2001-1646	RESSAQ CSD	Centre de santé et de services sociaux Drummond
<b>Region 05 Estrie</b>		
RI-2001-1089	RESSAQ [2009] CSD	Centre de santé et de services sociaux du Granit
RI-2001-1984	RESSAQ [2009] CSD	Centre de santé et de services sociaux de Memphrémagog
RI-2001-1792	RESSAQ [2009] CSD	Centre de santé et de services sociaux Institut universitaire de gériatrie de Sherbrooke
RI-2001-1090	RESSAQ [2009] CSD	Centre universitaire de Sherbrooke
RI-2001-3165	RESSAQ CSD	CRDI-TED de l'Estrie
RI-2001-1790	RESSAQ CSD	Centre de réadaptation Estrie inc.
<b>Region 06 Montréal</b>		
RI-2001-2777	RESSAQ [2009] CSD	CRDI-TED de Montréal
RI-2001-1178	RESSAQ [2009] CSD	Corporation du Centre de réadaptation Lucie-Bruneau
RI-2001-1179	RESSAQ [2009] CSD	Hôpital du Sacré-Cœur de Montréal

<b>N<sup>o</sup> RECOGNITION</b>	<b>NAME OF THE ASSOCIATION</b>	<b>INSTITUTIONS CONCERNED</b>
RI-2001-1174	RESSAQ [2009] CSD	Centre de santé et de services sociaux Lucille-Teasdale
RI-2001-1621	RESSAQ [2009] CSD	Centre Miriam
RI-2001-1218	RESSAQ CSD	Centre d'hébergement et de soins longue durée St-Andrew-du-Father-Dowd et de Ste-Margaret
RI-2001-0828	RESSAQ CSD	Institut universitaire en santé mentale Douglas
RI-2001-1220	RESSAQ CSD	Centre Dollard-Cormier
RI-2001-0826	RESSAQ CSD	Hôpital Louis-Hippolyte-Lafontaine
RI-2001-4271	RESSAQ CSD	La Corporation du Centre hospitalier gériatrique Maïmonides
<b>Region 07 Outaouais</b>		
RI-2001-1095	RESSAQ [2009] CSD	Pavillon du Parc
RI-2001-3180	RESSAQ [2009] CSD	Centre de santé et de services sociaux de Gatineau
RI-2001-1223	RESSAQ CSD	Centre de santé et de services sociaux du Pontiac
RI-2001-1222	RESSAQ CSD	Centre de santé et de services sociaux de Papineau
RI-2001-1224	RESSAQ CSD	Centre de santé et de services sociaux des Collines
RI-2001-2029	RESSAQ CSD	Centre régional de réadaptation La Ressource
<b>Region 11 Gaspésie-les-Îles</b>		
RI-2001-1067	RESSAQ [2009] CSD	Centre de réadaptation de la Gaspésie
RI-2001-4236	RESSAQ [2009] CSD	Centre de santé et de services sociaux Côte-de-Gaspé
RI-2001-4083	RESSAQ CSD	Centre de santé et de services sociaux de la Baie-des-Chaleurs
RI-2001-0918	RESSAQ CSD	Centre de santé et de services sociaux de la Haute-Gaspésie
RI-2001-1833	RESSAQ CSD	Centre de santé et de services sociaux des Îles
RI-2001-1114	RESSAQ CSD	Centre de santé et de services sociaux du Rocher-Percé
<b>Region 12 Chaudière-Appalaches</b>		
RI-2001-1079	RESSAQ [2009] CSD	Centre de santé et de services sociaux des Etchemins
RI-2001-0916	RESSAQ CSD	CRDI-TED Chaudière-Appalaches
RI-2001-0909	RESSAQ CSD	Centre de santé et de services sociaux Alphonse-Desjardins
RI-2001-0911	RESSAQ CSD	Centre de santé et de services sociaux de Beauce
RI-2001-0901	RESSAQ CSD	Centre de santé et de services sociaux de Montmagny-L'Islet
RI-2001-0993	RESSAQ CSD	Centre de santé et de services sociaux de la région de Thetford
<b>Region 13 Laval</b>		
RI-2001-2222	RESSAQ CSD	CRDITED de Laval

N° RECOGNITION	NAME OF THE ASSOCIATION	INSTITUTIONS CONCERNED
<b>Region 14 Lanaudière</b>		
RI-2001-2556	RESSAQ [2009] CSD	Centre de réadaptation en déficience physique Le Bouclier
RI-2001-1577	RESSAQ CSD	Centre de réadaptation La Myriade
RI-2001-1983	RESSAQ CSD	Centre de santé et de services sociaux du Nord de Lanaudière
<b>Region 15 Laurentides</b>		
RI-2001-1217	RESSAQ CSD	Centre de santé et de services sociaux d'Antoine-Labelle
RI-2001-1229	RESSAQ CSD	Centre de santé et de services sociaux des Sommets
RI-2001-3513	RESSAQ CSD	Centre du Florès
<b>Region 16 Montérégie</b>		
RI-2001-1093	RESSAQ [2009] CSD	Centre de santé et de services sociaux Pierre-Boucher
RI-2001-1088	RESSAQ [2009] CSD	Centre de santé et de services sociaux Haute-Yamaska
RI-2001-1086	RESSAQ [2009] CSD	CRDI-TED Montérégie Est
RI-2001-1092	RESSAQ [2009] CSD	Centre de santé et de services sociaux Jardins-Roussillon
RI-2001-1085	RESSAQ [2009] CSD	Centre de santé et de services sociaux du Suroît
RI-2001-1087	RESSAQ [2009] CSD	Centre de santé et de services sociaux Vaudreuil-Soulanges
RI-2001-1094	RESSAQ [2009] CSD	Les Services de réadaptation du Sud-Ouest et du Renfort
RI-2001-1466	RESSAQ CSD	Centre de santé et de services sociaux Haut-Richelieu-Rouville
RI-2001-1283	RESSAQ CSD	Centre de santé et de services sociaux Pierre-de-Saurel
RI-2001-1219	RESSAQ CSD	Centre de santé et de services sociaux du Haut-Saint-Laurent

**Appendix II**

**Income Tax Adjustment Table**

Remuneration related to support or assistance	
Monthly	Adjustment %
\$1,000	0.0%
\$1,021	0.0%
\$1,042	0.0%
\$1,063	0.0%
\$1,083	0.0%
\$1,104	0.0%
\$1,125	0.0%
\$1,146	0.2%
\$1,167	0.5%
\$1,188	0.7%
\$1,208	0.8%
\$1,229	1.0%
\$1,250	1.2%
\$1,271	1.4%
\$1,292	1.6%
\$1,313	1.7%
\$1,333	1.9%
\$1,354	2.3%
\$1,375	2.6%
\$1,396	3.0%
\$1,417	3.4%
\$1,438	3.7%
\$1,458	4.1%
\$1,479	4.4%
\$1,500	4.7%
\$1,521	5.1%
\$1,542	5.4%
\$1,563	5.7%
\$1,583	6.0%
\$1,604	6.2%
\$1,625	6.5%
\$1,646	6.8%
\$1,667	7.1%
\$1,688	7.3%
\$1,708	7.6%
\$1,729	7.8%
\$1,750	8.0%
\$1,771	8.3%
\$1,792	8.5%
\$1,813	8.7%
\$1,833	8.9%
\$1,854	9.2%
\$1,875	9.4%
\$1,896	9.6%
\$1,917	9.8%
\$1,938	10.0%
\$1,958	10.1%
\$1,979	10.3%
\$2,000	10.5%
\$2,021	10.7%
\$2,042	10.9%
\$2,063	11.0%
\$2,083	11.2%
\$2,104	11.4%
\$2,125	11.5%
\$2,146	11.7%
\$2,167	11.8%
\$2,188	12.0%
\$2,208	12.1%
\$2,229	12.3%
\$2,250	12.4%
\$2,271	12.6%
\$2,292	12.7%
\$2,313	12.9%
\$2,333	13.0%
\$2,354	13.1%
\$2,375	13.2%
\$2,396	13.4%
\$2,417	13.5%
\$2,438	13.6%
\$2,458	13.7%
\$2,479	13.9%
\$2,500	14.0%
\$2,521	14.1%
\$2,542	14.2%

Remuneration related to support or assistance	
Monthly	Adjustment %
\$2,563	14.3%
\$2,583	14.4%
\$2,604	14.5%
\$2,625	14.6%
\$2,646	14.7%
\$2,667	14.8%
\$2,688	14.9%
\$2,708	15.0%
\$2,729	15.1%
\$2,750	15.2%
\$2,771	15.3%
\$2,792	15.4%
\$2,813	15.5%
\$2,833	15.6%
\$2,854	15.7%
\$2,875	15.8%
\$2,896	15.9%
\$2,917	16.0%
\$2,938	16.0%
\$2,958	16.1%
\$2,979	16.2%
\$3,000	16.3%
\$3,021	16.4%
\$3,042	16.4%
\$3,063	16.5%
\$3,083	16.6%
\$3,104	16.7%
\$3,125	16.7%
\$3,146	16.8%
\$3,167	16.9%
\$3,188	17.0%
\$3,208	17.0%
\$3,229	17.1%
\$3,250	17.2%
\$3,271	17.2%
\$3,292	17.3%
\$3,313	17.4%
\$3,333	17.4%
\$3,354	17.5%
\$3,375	17.6%
\$3,396	17.6%
\$3,417	17.7%
\$3,438	17.8%
\$3,458	17.8%
\$3,479	17.9%
\$3,500	18.0%
\$3,521	18.1%
\$3,542	18.2%
\$3,563	18.3%
\$3,583	18.3%
\$3,604	18.4%
\$3,625	18.5%
\$3,646	18.6%
\$3,667	18.7%
\$3,688	18.8%
\$3,708	18.9%
\$3,729	19.0%
\$3,750	19.1%
\$3,771	19.2%
\$3,792	19.3%
\$3,813	19.4%
\$3,833	19.5%
\$3,854	19.6%
\$3,875	19.7%
\$3,896	19.8%
\$3,917	19.9%
\$3,938	20.0%
\$3,958	20.1%
\$3,979	20.2%
\$4,000	20.3%
\$4,021	20.3%
\$4,042	20.4%
\$4,063	20.5%
\$4,083	20.6%
\$4,104	20.7%

Remuneration related to support or assistance	
Monthly	Adjustment %
\$4,125	20.8%
\$4,146	20.9%
\$4,167	21.0%
\$4,188	21.0%
\$4,208	21.1%
\$4,229	21.2%
\$4,250	21.3%
\$4,271	21.4%
\$4,292	21.4%
\$4,313	21.5%
\$4,333	21.6%
\$4,354	21.7%
\$4,375	21.8%
\$4,396	21.8%
\$4,417	21.9%
\$4,438	22.0%
\$4,458	22.1%
\$4,479	22.2%
\$4,500	22.2%
\$4,521	22.3%
\$4,542	22.4%
\$4,563	22.4%
\$4,583	22.5%
\$4,604	22.6%
\$4,625	22.7%
\$4,646	22.7%
\$4,667	22.8%
\$4,688	22.9%
\$4,708	22.9%
\$4,729	23.0%
\$4,750	23.1%
\$4,771	23.1%
\$4,792	23.2%
\$4,813	23.3%
\$4,833	23.3%
\$4,854	23.4%
\$4,875	23.5%
\$4,896	23.5%
\$4,917	23.6%
\$4,938	23.6%
\$4,958	23.7%
\$4,979	23.8%
\$5,000	23.8%
\$5,021	23.9%
\$5,042	24.0%
\$5,063	24.0%
\$5,083	24.1%
\$5,104	24.1%
\$5,125	24.2%
\$5,146	24.2%
\$5,167	24.3%
\$5,188	24.4%
\$5,208	24.4%
\$5,229	24.5%
\$5,250	24.5%
\$5,271	24.6%
\$5,292	24.6%
\$5,313	24.7%
\$5,333	24.7%
\$5,354	24.8%
\$5,375	24.8%
\$5,396	24.9%
\$5,417	24.9%
\$5,438	25.0%
\$5,458	25.0%
\$5,479	25.1%
\$5,500	25.1%
\$5,521	25.2%
\$5,542	25.2%
\$5,563	25.3%
\$5,583	25.3%
\$5,604	25.4%
\$5,625	25.4%
\$5,646	25.5%
\$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%	

## **APPENDIX III**

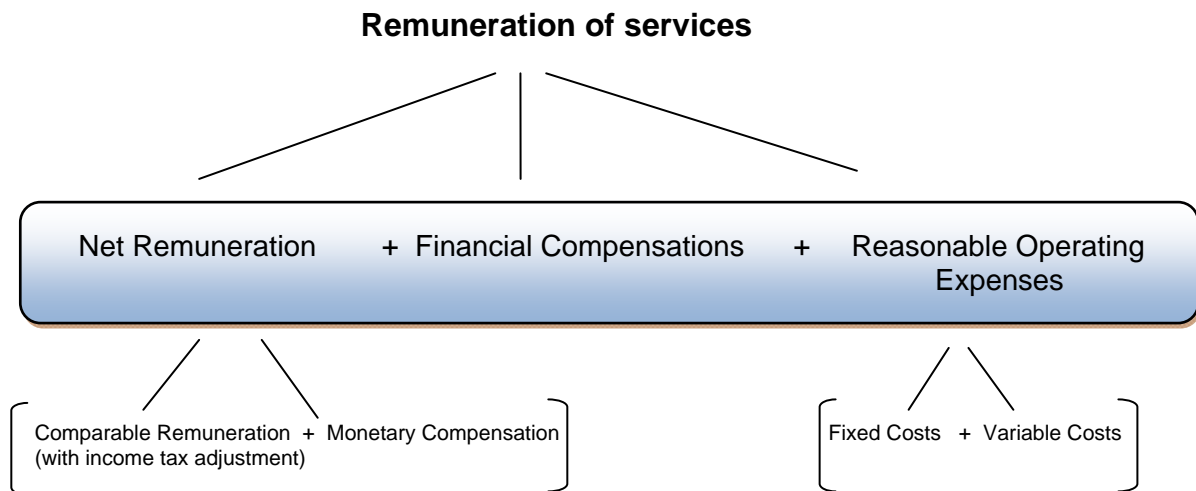
## **TERMS FOR THE TEMPORARY MAINTENANCE OF CERTAIN RESOURCES' REMUNERATION**

GIVEN that, under the group agreement, certain resources would see their remuneration decrease in comparison to their prior remuneration.

GIVEN that the parties deem it expedient to establish a measure for the temporary maintenance of certain resources' remuneration.

### **THE PARTIES AGREE AS FOLLOWS:**

1. This appendix applies to resources whose remuneration under the parameters of circular 2011-043 for the period extending from 1 January 2012 to 31 December 2012 is greater than the remuneration resulting from the application of the group agreement for that same period.
2. This appendix does not apply to the portion of the remuneration that exceeds the parameters set out in the circular that was applicable before the group agreement (Circular 2011-043, see letter of understanding No 2).
3. The measure provided for in this appendix ensures the maintenance of the average level of remuneration.
4. The average level of remuneration consists in the average rate calculated on the basis of the remunerations paid under the parameters of circular 2011-043 during the base year.
5. The average level of remuneration takes into consideration the progression in the number of users lodged by the resource.
6. Despite item 5, the average level of remuneration cannot exceed the level established on the basis of the base year.
7. From the time this appendix comes into effect up to 31 December 2015, the total amount representing the difference between the average level of remuneration and the remuneration stemming from the application of the group agreement will be paid in the form of a lump sum.
8. The measure provided for in this appendix ends on 31 December 2015.
9. This appendix cannot be construed so as to alter the term of the specific agreement; thus, the measures provided for herein apply to the extent that the specific agreement signed between the institution and the resource is in force.
10. This appendix has effect as of a date yet to be determined. In the meantime, a transitional measure for the maintenance of the remuneration applies.
11. This appendix forms an integral part of the group agreement.



### 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)	\$54,340.29 (rate in force up to 31 March 2014)	
Provision of services <sup>1</sup> 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%

<sup>1</sup> According to the Classification Form determined by the Minister.



**LETTER OF UNDERSTANDING NO 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ-CSD ET RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE CENTRALE DES SYNDICATS DÉMOCRATIQUES (CSD) 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 \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING N° II BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ-CSD ET RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE CENTRALE DES SYNDICATS DÉMOCRATIQUES (CSD) RESPECTING THE SPECIFIC AGREEMENT**

GIVEN section 55 of the *Act respecting the representation of resources* which provides that it is up to the institution and the resource to agree on the terms of and sign a specific agreement;

GIVEN that this agreement must pertain exclusively to the 4 following matters, as provided for in section 55 of the *Act respecting the representation of resources*:

- a) the number of recognized places assigned to the resource;
- b) the type of users that may be referred to the resource;
- c) the identification of the representatives of the parties for the purpose of their business relationship;
- d) the term of the specific agreement;

GIVEN that this agreement may not contravene the provisions of the group agreement;

GIVEN that the institution may not amend the specific agreement, terminate it before its expiry or prevent its renewal without the authorization of the agency concerned;

GIVEN that the highest level of stability possible is sought for the users;

GIVEN that the Minister and the Regroupement, in accordance with the responsibilities of the institution and of the resource, wish to promote the best practices regarding the specific agreements, with a view to ensuring coherence among institutions and resources;

**The parties agree as follows:**

1. The institutions and the resources shall use the specific agreement template appended to this letter of understanding.
2. Since the arbitration procedure set out in the group agreement only applies to difficulties respecting the interpretation or the application of the group agreement<sup>1</sup>, the arbitration procedure does therefore not apply to a difficulty relating to the interpretation or the application of the specific agreement.
3. However, in consideration of the provisions agreed upon in relation to article 6-3.00<sup>2</sup>, the Minister and the Regroupement agree that the resolution of certain difficulties relating to the specific agreement shall be submitted to the same mechanisms or procedures as those set out in the group agreement, for difficulties relating to the interpretation or the application of that agreement.

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

<sup>2</sup> Arbitration procedure based on articles 940 and following of the Code of Civil Procedure.

4. Therefore, the Minister and the Regroupement expressly agree:
- a) That the mechanisms for concerted action provided for in the group agreement apply, with the necessary modifications, to the case of a difficulty related to the interpretation or the application of the specific agreement (Except for the cases mentioned in paragraph c)).
  - b) That before they instigate an arbitration procedure in any of the cases mentioned in paragraph c), the institution and the resource may, by joint consent, avail themselves of the mechanisms for concerted action provided for in article 6-1.04 c) and d) of the group agreement.
  - c) That the arbitration procedure provided for in the group agreement shall apply, with the necessary modifications, in the following cases:
    - in the case of a dispute concerning the modification of the specific agreement during its term;
    - in the case of a dispute concerning the termination of the specific agreement by the institution, before the term has expired;
    - in the case of a dispute arising from the fact that the institution precluded the specific agreement from being renewed, where the application of the agreement would have entitled the resource to such a renewal.
  - d) That, in the cases mentioned in the preceding paragraph c), the council for the resolution of disagreements must verify if the decision made by the institution was based on a serious reason and if it was made with the authorization of the agency concerned.
  - e) If not, it falls under the council's purview to set the amount of the damages and interest that may be due to the resource for the losses it has suffered, including exemplary damages, if applicable.
  - f) If deemed expedient, the council for the resolution of disagreements may order the parties to discuss, in a time the council determines, whether the specific agreement can be reinstated and the terms under which this could be achieved. The council must then, before making the order, send the parties its decision as to the merits of the dispute, except for the determination of any damages or interest.

The council for the resolution of disagreements may designate a mediator or a conciliator to accompany the parties during such a discussion.

In the event the parties fail to come to an agreement, the council for the resolution of disagreements determines the amount for damages and interest, where applicable.
  - g) That, despite any provision to the contrary, the council for the resolution of disagreements cannot in any way order that a specific agreement that has been terminated by the institution or that has been precluded by the institution from being renewed, be put back into force.
5. This letter of understanding forms an integral part of the group agreement.



In witness thereof, the parties have signed on the \_\_\_\_ day of the month of \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

# **SPECIFIC AGREEMENT TEMPLATE**

**THE MINISTER OF HEALTH AND SOCIAL SERVICES AND  
THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES  
ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE  
AFFILIATED WITH LA CENTRALE DES SYNDICATS DÉMOCRATIQUES (CSD)**

**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*)<sup>1, 2</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> The footnotes included in this template do not form an integral part of the agreement and are given for information purposes only.

**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-24.0.2, 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. the *Youth Protection Act* (L.R.Q. c. P-34.1);

2.2.3. the *Youth Criminal Justice Act* (S.C. 2002, c. 1);

2.2.4. of the group agreement signed on \_\_\_\_\_ 2012 between the Minister of Health and Social Services and the Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) (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 Resource 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 term<sup>1,2,3</sup>

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.

<sup>1</sup> The Minister has undertaken to make every effort to ensure that specific agreements entered into have a minimal term of 3 years, unless there are reasons justifying a shorter term (letter of understanding n°9 in the informative section).

<sup>2</sup> Clause 5.1.1. may be adapted so that the specific agreement begins on a date set by the Parties, or when a specific event occurs.

<sup>3</sup> 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. The alternate clause may then be used.

## 5.2. Renewal

### 5.2.1. Automatic<sup>1,2,3</sup>

5.2.1.1. This agreement is automatically renewed at its term, \_\_\_\_\_ time, under the same conditions, unless one of the Parties to the agreement sends the other Party a notice of non-renewal within ..... (*number*) days prior to the term, which notice must indicate the reason preventing the renewal. Such reason may be of an economic nature.

***alternate clause***

5.2.1.1 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. Subsequent<sup>4,5</sup>

5.2.2.1. Following a renewal under clause 5.2.1, this agreement is renewed, at the same conditions, for a term of \_\_\_\_\_ (\_\_\_) (*years, months, days*) unless one of the Parties to the agreement send the other Party a notice of non-renewal within .....(*number*) days prior to the term.

***alternate clause***

5.2.2.1 This agreement ends following the renewal provided for in clause 5.2.1, without further notice or delay.

### 5.2.3. Absence of presumption

5.2.3.1. The continuation of business relations between the Parties at the expiry of the initial term or following the expiry of a notice of renewal to the other party, which ever the case may be, should not be construed as a continuation, renewal or extension of the agreement.

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<sup>1</sup> The Minister has undertaken to make every effort to ensure that the specific agreement provides **at least one** automatic renewal which can only be cancelled for cause, including an economic cause (letter of understanding no9 in the informative section). The Parties may agree on a greater number of automatic renewals.

<sup>2</sup> In certain circumstances, the Parties may agree that there should be no automatic renewal and must therefore use the alternate clause. In such a case, clause 5.2.2 should not be included in the specific agreement.

<sup>3</sup> The Minister has undertaken to make every effort to ensure that the deadline for sending the non-renewal notice be of at least 90 days (letter of understanding no9 in the informative section).

<sup>4</sup> The Minister has undertaken to make every effort to ensure that following an automatic renewal, the specific agreement provide for a subsequent renewal for a term to be determined by the Parties, which can be cancelled by sending a non-renewal notice (letter of understanding no9 in the informative section).

<sup>5</sup> In certain circumstances, the Parties may agree that there should be no subsequent renewal and must therefore use the alternate clause.

### 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 occurs:

- 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.

## 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 points 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. Mechanisms for concerted action and arbitration procedure**

- 7.1.1. The Parties subscribe to the letter of understanding No. II which forms an integral part of the Group agreement for the purposes of this agreement

- 7.1.2. The Parties agree, among others

7.1.2.1. That the mechanisms for concerted action provided for the Group Agreement apply, with the necessary modifications, in the case of a difficulty relating to the interpretation or the application of this agreement;

7.1.2.2. That the civil arbitration procedure provided for in the Group Agreement applies, with the necessary modifications, in the following cases:

- in the case of a dispute concerning the modification of the specific agreement during its term;
- in the case of a dispute concerning the termination of the specific agreement by the institution, before the term has expired;
- in the case of a dispute arising from the fact that the institution precluded the specific agreement from being renewed, where the application of the agreement would have entitled the resource to such a renewal;

to the exclusion of any other proceedings before any tribunal and in compliance with the other conditions provided for in the letter of understanding II, forming an integral part of the Group Agreement

## **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: \_\_\_\_\_

**LETTER OF UNDERSTANDING NO III BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT RESPECTING THE RENEWAL OF CERTAIN RESOURCES' SPECIFIC AGREEMENT**

**GIVEN** that, over the past years, certain resources of the Regroupement entered into a contract having an automatic renewal clause to which the institution is bound unless it shows cause;

**GIVEN** that the "Term" component in the current contract is maintained in the specific agreement, as provided for by section 123 of the *Act respecting the representation of resources*;

**GIVEN** the matters that are to be exclusively included in the specific agreement, as provided for by section 55 of the *Act respecting the representation of resources*;

**GIVEN** that a group agreement cannot include the exclusive matters provided for in the specific agreement, as prescribed by section 37 of the *Act respecting the representation of resources*;

**GIVEN** that it is in the Parties' interest to agree upon the manner in which these resources' contracts are to be renewed;

**THE PARTIES AGREE AS FOLLOWS:**

1. The Regroupement's resources concerned by this letter of understanding are those that, on the date the collective agreement comes into force, have a contract with an automatic renewal clause to which the institution is bound unless it shows cause.
2. Where the resource is a resource referred to in paragraph 1, the specific agreement entered into under section 123 of the *Act respecting the representation of resources* must include an automatic renewal clause of such an agreement, unless one of the parties sends to the other a written notice indicating the reason impeding said renewal, including a reason of an economic nature.
3. The automatic renewal provided for in this letter of understanding will effect the renewal of the specific agreement at the same conditions, but for a term not exceeding one year, up to a maximum of 10 renewals.
4. Consequently, for the resources referred to in paragraph 1, the specific agreement template appended to the letter of understanding n° II is amended by replacing paragraph 5.2 by the following paragraph:

*"5.2 This agreement is automatically renewed at its term, at the same conditions. However, the renewal's term cannot exceed one year, and there may be up to 10 renewals.*

*Any of the Parties may send a non-renewal notice to the other Party within 90 days prior to the term, which notice must indicate the reason preventing the renewal. Such reason may be of an economic nature."*

5. This letter of understanding cannot be construed in any way that limits the capacity of the institution and the resource to set the initial term of the specific agreement.

6. Where a resource of the Regroupement is not concerned by this letter of understanding, the Parties agree that the specific agreement template appended to letter of understanding N° II applies in whole.

In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD  
ET RESSAQ 2009-CSD) IN ITS CAPACITY  
AS A GROUPING OF THE  
ASSOCIATIONS OF ADULT RESOURCES  
ACTING ON BEHALF OF THE  
ASSOCIATIONS THAT BELONG TO THE  
GROUPING AND THAT ARE AFFILIATED  
WITH THE CENTRALE DES SYNDICATS  
DÉMOCRATIQUES (CSD)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Alcide Genesse, President

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Réjean Hébert

## **INFORMATIVE SECTION**

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

**LETTER OF UNDERSTANDING NO 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ-CSD ET RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE CENTRALE DES SYNDICATS DÉMOCRATIQUES (CSD) 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 Minister's intention that the parties be guided in the interpretation of the Instrument.

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. The resource may be accompanied by a representative of its association;
  - 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. A 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 receipt of the request for revision, which date cannot be prior to the date of signing of the group agreement.
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 \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES et THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) reSPECTING REMUNERATION PROTECTION FOR CERTAIN RESOURCES**

**THE PARTIES AGREE AS FOLLOWS:**

1. This letter of understanding applies to resources whose remuneration, for the period extending from 1 January 2012 to 31 December 2012, 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 the 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 a 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 \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) 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 sets out the eligibility criteria for the additional daily remuneration in question as well as the remuneration applicable, jointly with the Regroupement, for recommendation to the Minister, within 45 days following the signing of the group agreement.
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 or shouldn't 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. If the additional daily remuneration is non paid, the mechanisms for concerted action and the settlement of disagreements apply.
11. 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.
12. 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 \_\_\_\_\_ 2013**

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) reSPECTING INSURANCE AND THE MAINTENANCE OF THE personal property and Liability insurance plan for FAMIlly-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 resource's 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 resources 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 \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) 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 agreement<sup>1</sup> 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.

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<sup>1</sup> 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 Regroupement, 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 \_\_\_\_\_ 2013**

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) reSPECTING A SUBSIDY FROM THE MINISTER TO FACILITATE THE IMPLEMENTATION OF THE NEW GROUP AGREEMENT**

GIVEN the group agreement signed by the parties.

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

**THE PARTIES AGREE AS FOLLOWS:**

1. The Minister grants the Regroupement a subsidy of \$54,760.00 per year for the 2013-2014 and 2014-2015 base years, to help support the Regroupement 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 Regroupement 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 \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert



**LETTER OF UNDERSTANDING NO 7 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ-CSD ET RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE CENTRALE DES SYNDICATS DÉMOCRATIQUES (CSD) RESPECTING THE PILOT PROJECT FOR THE IMPLEMENTATION OF SOLIDARITY COOPERATIVES FOR SUBSTITUTE AND CARETAKING SERVICES FOR THE BENEFIT OF THE CSD AFFILIATED RESOURCES**

Given the ministerial orientation aimed at ensuring the stability and the continuity of the services offered to the users.

Given the resource's continuous provision of services and its responsibility to ensure the maintenance of the user in his or her life environment as well as the support or assistance services required by the user during the resource's absences.

Given that the resource is responsible for the hiring of competent personnel, among which a caretaker or a substitute.

Given the process required to hire a caretaker or a replacement who has the necessary qualities.

Given the Regroupement's proposal to implement and establish two solidarity cooperatives to facilitate the recourse to caretakers and substitutes.

Given the parties interest in ensuring that the resource has access to caretakers and to substitutes having the requisite qualities so that the quality of the services provided to the users is ensured at all times.

**The parties agree as follows:**

1. The Regroupement will submit to the Direction générale des Services sociaux a pilot project for the implementation of two solidarity cooperatives for substitute and caretaking services for the benefit of the resources.
2. Within the scope of this pilot project, the Regroupement undertakes that the cooperatives adopt policies and procedures aimed at ensuring that the caretakers and substitutes proposed to the resources comply with certain criteria, notably regarding safety, experience and training, where applicable.
3. The Regroupement ensures that it consults the Minister, or the Minister's representative, with regards to the development of policies and procedures, notably regarding the determination of the criteria by which the resources' obligations and the users' needs are met, where applicable.
4. In addition, The Regroupement undertakes that the cooperatives, once duly constituted, for the first three years of operation of the cooperatives:
  - a. will allow the Minister or the Minister's representative to act as an observer member within the board of directors, or its equivalent, of each of the cooperatives;

- b. will send to the Minister or to the Minister's representative a copy of the activity report and of the financial report, or their equivalents, within 3 months of the end of their fiscal year.
5. The Minister pays the non-recurring amount of forty-two thousand dollars (\$42,000) to the CSD for the RESSAQ and the ADREQ, with the aim of supporting the development and implementation of the pilot project. The distribution of this sum is left to the associations who must inform the Minister of the distribution made.
  6. This amount will be paid to the Regroupement in one lump payment within 30 days of the filing, with the Direction générale des Service sociaux, of a pilot project that complies with this letter of understanding and which comprises both cooperatives.
  7. The Regroupement also undertakes to send to the Minister or to the Minister's representative, upon request, any relevant information in relation to the pilot project as well as all relevant documents linked to the pilot project.
  8. The Parties agree that amount paid in this manner will not be used for any purpose other than that provided for in this letter of understanding.
  9. Without limiting the scope of the foregoing, the Regroupement shall allow the Minister or the Minister's representative, to take any measures necessary to ensure that the sums paid under this agreement are used in compliance with same.
  10. The Regroupement recognizes the Minister's right to terminate this letter of understanding and to claim the partial or total reimbursement of the amount paid under this letter of understanding, where the amount is used for purposes other than those provided for in the 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 \_\_\_\_\_ 2013

**THE REGROUPEMENTDES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ-CSD ET RESSAQ 2009-CSD) IN  
ITS CAPACITY AS A GROUPING OF THE  
ASSOCIATIONS OF ADULT RESOURCES  
ACTING ON BEHALF OF THE  
ASSOCIATIONS THAT BELONG TO THE  
GROUPING AND THAT ARE AFFILIATED  
WITH THE CENTRALE DES SYNDICATS  
DÉMOCRATIQUES (CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 8 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) reSPECTING the interpretation of section 128 of the ACT RESPECTING THE BARREAU DU QUÉBEC**

GIVEN the civil arbitration procedure provided for in article 6-3.00 of the group agreement.

GIVEN that arbitration under that procedure may take place before a single arbitrator or before 3 arbitrators forming a council for the settlement of disagreements.

GIVEN that the parties wish that any person called to plead or to act before these arbitrators, may do so even if that person is not a practicing advocate.

GIVEN that section 128 of the *Act respecting the Barreau du Québec* (chapter B-1) provides that it is not necessary to be a “practicing advocate” to plead or act before a grievance arbitrator.

**THE PARTIES AGREE AS FOLLOWS:**

1. They consider that the arbitrators referred to in article 6-3.00 of the group agreement may be regarded as grievance arbitrators for the sole purposes of the application of section 128 of the *Act respecting the Barreau du Québec*.
2. If this interpretation were to be contested, the Minister agrees to undertake steps, with the government, that are aimed at having changes made to the legislative provisions so as to allow a person to plead or act before the arbitrators, under article 6-3.00 of the group agreement, even though that person is not a “practicing advocate”.
3. 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 \_\_\_\_\_ 2013

**THE REGROUPEMENTREGROUPEMENT  
DES RESSOURCES RÉSIDENIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD ET  
RESSAQ 2009-CSD) IN ITS CAPACITY AS  
A GROUPING OF THE ASSOCIATIONS OF  
ADULT RESOURCES ACTING ON  
BEHALF OF THE ASSOCIATIONS THAT  
BELONG TO THE GROUPING AND THAT  
ARE AFFILIATED WITH THE CENTRALE  
DES SYNDICATS DÉMOCRATIQUES  
(CSD)DÉMOCRATIQUES (CSD)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Alcide Genesse, President

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Réjean Hébert

**LETTER OF UNDERSTANDING NO 9 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING AND THAT ARE AFFILIATED WITH THE Centrale des syndicats démocratiques (CSD) RESPECTING THE TERM OF THE SPECIFIC AGREEMENT**

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 section 55 of the Act;

GIVEN section 55 of the *de la Act respecting the representation of resources* which provides that a specific agreement between an institution and a resource must deal exclusively with 4 matter, among which the agreement's term;

GIVEN the parties' wish to promote life environment stability for the user;

GIVEN the parties wish to allow the resource to be financially viable and to develop its competency;

GIVEN that the parties wish that the term of the agreements entered into by the institutions and resources will promote the achievement of these objectives;

**The parties agree as follows:**

1. The Minister undertakes to make every effort to ensure that the specific agreement signed between an institution and a resource of the Regroupement:
  - a) has an initial term of at least 3 years, unless there is cause to have a lesser term;
  - b) provides for at least one automatic renewal, which could only be cancelled for cause, including an economic reason, save for special circumstances;
  - c) provide for a subsequent renewal, for a term to be determined, which can be cancelled by sending a non-renewal notice, save for special circumstances.
2. The Minister undertakes to make every effort to ensure that any non-renewal notice included in the specific agreement is sent to the other party at least 90 days before the expiry of the term.

3. This letter of understanding does not apply to the resources of the Regroupement to which letter of understanding No III of the group agreement applies.
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 \_\_\_\_\_ 2013

**THE REGROUPEMENT DES  
RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ-CSD  
ET RESSAQ 2009-CSD) IN ITS CAPACITY  
AS A GROUPING OF THE  
ASSOCIATIONS OF ADULT RESOURCES  
ACTING ON BEHALF OF THE  
ASSOCIATIONS THAT BELONG TO THE  
GROUPING AND THAT ARE AFFILIATED  
WITH THE CENTRALE DES SYNDICATS  
DÉMOCRATIQUES (CSD)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Alcide Genesse, President

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Réjean Hébert