

**GROUP AGREEMENT**

**BETWEEN**

**THE MINISTER OF HEALTH AND SOCIAL SERVICES**

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

**AND**

**THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ)**

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

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

## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>CHAPTER 1-0.00 GENERAL PROVISIONS.....</b>	<b>2</b>
1-1.00 Purpose of the Agreement .....	2
1-2.00 Definitions.....	2
1-3.00 Fundamental Principles.....	4
1-4.00 Blame .....	5
1-5.00 Coverage .....	5
1-6.00 Recognition.....	6
1-7.00 Representation, Associative Life and Activities for Concerted Action.....	6
1-8.00 Specific Agreement.....	8
<b>CHAPTER 2-0.00 CONDITIONS FOR THE PROVISION OF SERVICES.....</b>	<b>9</b>
2-1.00 Statement of Certain Responsibilities for the Institution .....	9
2-2.00 Statement of Certain Responsibilities Relating to the Placement and Transfer of a User .....	11
2-3.00 Statement of Certain Responsibilities of the Resource.....	12
2-4.00 Administrative Inquiry.....	13
<b>CHAPTER 3-0.00 REMUNERATION.....</b>	<b>16</b>
3-1.00 Definitions.....	16
3-2.00 Components of the Remuneration for Services.....	16
3-3.00 Remuneration Scale Regarding Support or Assistance.....	17
3-4.00 Monetary Compensation.....	19
3-5.00 Amount Aimed at Giving Access to Certain Services Related to Fringe Benefits .....	19
3-6.00 Financial Compensation.....	20
3-7.00 Reasonable Operating Expenses .....	21
3-8.00 Special Remuneration .....	21
3-9.00 Modes of Remuneration and Payment Process.....	24
<b>CHAPTER 4-0.00 PROGRAMS AND SERVICES CORRESPONDING TO THE NEEDS OF THE RESOURCES .....</b>	<b>27</b>
4-1.00 Continuing Training and Professional Development.....	27
4-2.00 Insurance .....	28
<b>CHAPTER 5-0.00 TERMS AND CONDITIONS APPLICABLE TO DAYS OF LEAVE FOR RESOURCES .....</b>	<b>29</b>
5-1.00 Continuity in the Provision of Services.....	29
5-2.00 Temporary Interruption of the Provision of Services and Terms of Application .....	29
5-3.00 Parental Rights.....	31
5-4.00 Act respecting industrial accidents and occupational diseases.....	31
<b>CHAPTER 6-0.00 MECHANISMS FOR CONCERTED ACTION AND PROCEDURES .....</b>	<b>32</b>
6-1.00 Mechanisms for Concerted Action.....	32
6-2.00 Procedure for Settling Disagreements.....	32
6-3.00 Procedure of Civil Arbitration (to the exclusion of any other proceedings before any other tribunal).....	34
<b>CHAPTER 7-0.00 COMMITTEES .....</b>	<b>37</b>
7-1.00 National Committee on Concerted Action and Agreement Monitoring.....	37

7-2.00 Local Committee on Concerted Action.....	38
7-3.00 Local Committee on Continuing Training and Professional Development.....	39
<b>CHAPTER 8-0.00 MISCELLANEOUS PROVISIONS .....</b>	<b>40</b>
8-1.00 Interpretation.....	40
8-2.00 Nullity of a Provision.....	40
8-3.00 Appendices, Letters of Understanding and Reference Documents .....	40
8-4.00 Access to the Agreement.....	40
8-5.00 Coming into Force and Duration of the Agreement.....	40
Appendix I List of Local Instances Belonging to the RESSAQ .....	43
Appendix II Income Tax Adjustment Table .....	44
Appendix III Illustration of the Parameters set out in Section 34 of the Act Respecting the Representation of Resources .....	47
Appendix IV List of Arbitrators .....	48
LETTER OF UNDERSTANDING A BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING PHYSICAL STANDARDS .....	49
LETTER OF UNDERSTANDING B BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE SPECIFIC AGREEMENT .....	50
LETTER OF UNDERSTANDING C BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE EXPRESSION OF LIMITED OR IRREGULAR AVAILABILITY OR OF A PERIOD OF UNAVAILABILITY OF AN UNOCCUPIED PLACE.....	64
LETTER OF UNDERSTANDING N <sup>o</sup> 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE CLASSIFICATION EXAMINATION PROCEDURE.....	1
LETTER OF UNDERSTANDING N <sup>o</sup> 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE MEASURE CONCERNING EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MESAS) .....	3
LETTER OF UNDERSTANDING N <sup>o</sup> 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING AN ADDITIONAL DAILY REMUNERATION.....	5
LETTER OF UNDERSTANDING N <sup>o</sup> 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING INSURANCE AND THE MAINTENANCE OF THE PERSONAL PROPERTY AND LIABILITY INSURANCE PLAN FOR FAMILY-TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE RESOURCES INCLUDING THEIR USERS.....	10

LETTER OF UNDERSTANDING N° 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES..... 12

LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE INTERPRETATION OF SECTION 128 OF THE ACT *RESPECTING THE BARREAU DU QUÉBEC*..... 14

LETTER OF UNDERSTANDING N° 7 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE TERM OF THE SPECIFIC AGREEMENT ..... 15

## **Preamble**

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

The Regroupement des ressources résidentielles adultes du Québec (RESSAQ) in its capacity as an adult resource association duly recognized as such in accordance with sections 3 and following of the *Act respecting the representation of resources*.

#### **1-2.03      Base Year**

The period beginning on April 1<sup>st</sup> of one year and ending on March 31<sup>st</sup> of the following year.

#### **1-2.04      Frame of Reference**

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

#### **1-2.05      Circular**

Any of the ministerial circulars governing intermediate resources and family-type resources within the meaning of the *Act respecting health services and social services* (CQLR, c. S-4.2).

#### **1-2.06      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.

**1-2.07 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*.

**1-2.08 Specific Agreement**

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

**1-2.09 Institution**

A public institution within the meaning of the AHSSS.

**1-2.10 IR-FTR Registry**

The intermediate resources and family-type resources registry of the ministère de la Santé et des Services sociaux, which email address is as follows: CPNSSS\_greffe\_RIRTF@ssss.gouv.qc.ca.

**1-2.11 Local Instance**

A grouping of resources members of the RESSAQ, certified by the Administrative Labour Tribunal (ALT) and linked to the same institution appearing in Appendix I, on the date the group agreement is signed.

**1-2.12 Form**

Form for the determination and classification of support and assistance services appended to the *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (CQLR, c. S-4.2, r.3.1).

**1-2.13 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 (CQLR, c. R-24.0.2).

**1-2.14 AHSSS**

The Act respecting Health Services and Social Services (CQLR, c. S-4.2).

**1-2.15 Disagreement**

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

**1-2.16 Ministère**

The Ministère de la Santé et des Services sociaux.

**1-2.17 Minister**

The Minister of Health and Social Services.

**1-2.18 Parties**

The Minister and the RESSAQ.

### **1-2.19 Regulation respecting Classification**

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

### **1-2.20 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*.

### **1-2.21 ALT**

The Administrative Labor Tribunal.

### **1-2.22 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, local instances, institutions and resources in the exercise of their functions, powers and responsibilities.

### **1-3.02**

In their relations, the parties, local instances, institutions and resources favour fairness and good faith as well as the values of humanism, respect, integrity, trust, commitment, simplicity and transparency.

Similarly, the parties recognize that the exercise of the institution's powers and responsibilities does not create a legal relationship of subordination with the resources.

### **1-3.03**

The parties, local instances, 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, local instances 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.

The institution recognizes the family nature of the resource and its autonomy in respect of the services to the users, as provided for in the *Regulation respecting classification*, so as to offer the users living conditions that resemble, as much as possible, those of a natural environment.

### **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, the frame of reference, and the provisions of both the agreement and the specific agreement. The resource acts in the best interest of the institution's users, with prudence and diligence.

There exists no legal relationship of subordination between the resource and the institution for the carrying out of the provision of services.

### **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 Blame**

### **1-4.01**

The institution must communicate in writing any blame regarding the resource's conduct, not related to the services to be provided to the user, within 90 days of the institution's knowledge of the facts giving rise to a blame.

The 90-day time period does not apply if knowledge of the facts by the institution has resulted in the reporting of the facts to the Director of Youth Protection or a complaint to a competent authority.

### **1-4.02**

A blame concerning the resource's conduct, not related to the services to be provided to the user, is removed from the resource's record one year after its filing. In the event a subsequent blame of the same nature is filed, the time period required before the blame is removed is reset.

## **1-5.00 Coverage**

### **1-5.01**

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 the RESSAQ.

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

#### **1-5.02**

The agreement entered into by the RESSAQ is binding on each recognized local instances that forms part and on any new recognized local instances that meets the same criteria.

The local instances referred to in this clause and to which the agreement applies are listed in Appendix I.

#### **1-5.03**

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

#### **1-5.04**

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

#### **1-5.05**

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

### **1-6.00 Recognition**

#### **1-6.01**

The Minister recognizes the RESSAQ as the exclusive representative of the resources part of the local instances listed in Appendix I.

#### **1-6.02**

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.

### **1-7.00 Representation, Associative Life and Activities for Concerted Action**

#### **Representation**

#### **1-7.01**

The RESSAQ, in accordance with section 32 of the *Act respecting the representation of resources*, constitutes an association including its local instances, and represents the resources for the purpose of negotiating the agreement.

#### **1-7.02**

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, in accordance with the *Act respecting the representation of resources*<sup>1</sup>.

### **1-7.03**

The RESSAQ respectively inform the Minister and the institution of the name, contact information and main responsibilities of its representatives as at April 1<sup>st</sup> of each year. This provision also applies to the Minister and to the institutions as regards the RESSAQ and the local instances; such information is to be communicated to the RESSAQ's administrative office.

### **1-7.04**

The duties of the RESSAQ's representatives are, among others, to participate in the National committee on concerted action and agreement monitoring (article 7-1.00).

### **1-7.05**

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).

### **1-7.06**

A resource who requests it is entitled to be accompanied by one or two representatives of the RESSAQ during a meeting convened by the institution or its representative and which is not related to the condition of a user or to the care and services to be determined for or provided to the user, except in situations already explicitly provided for in the agreement and in its informative section.

In compliance with the users' and resources' rights in relation to the protection of personal information, the representative is subject to the same confidentiality requirements as the resource itself regarding the users.

### **1-7.07**

The Minister and the institution recognize the RESSAQ's resource-persons.

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

### **1-7.08**

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

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<sup>1</sup> In this case, in accordance with clause 1-6.01, the agreement was negotiated and entered into by the RESSAQ, including its local instances.

### **1-7.09**

The institution sends to the RESSAQ the contact information of all new resources as quickly as possible, not later than 14 days after having signed the specific agreement.

### **1-7.10**

In consideration of the services offered to the resources that it represents, the RESSAQ 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 RESSAQ each month, on the 15th day after collecting the dues.

### **1-7.11**

The institution and the RESSAQ, including its local instances, 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.

### **1-7.12**

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*.

### **1-7.13**

The RESSAQ 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 March 31<sup>st</sup> of each base year. The allowance is paid at the latest on June 1<sup>st</sup> of each year.

### **1-7.14**

Any resource experiencing harassment, incivility or violence may avail themselves of the mechanisms set out in the Institution's Policy on Promoting Civility and Preventing Harassment and Violence.

## **1-8.00 Specific Agreement**

### **1-8.01**

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.

### **1-8.02**

Letter of Understanding B respecting the specific agreement applies, including the reciprocal obligation of institutions and resources to fully comply with the specific agreement template.

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

### 2-1.00      Statement of Certain Responsibilities for the Institution<sup>2</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 compliant 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 consult 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;
- g) to assist, support and accompany the resource in the case of damages caused by an unforeseen and sudden event, if the damages are liable to jeopardize the continuation of the provision of services to the users;
- h) to respond in writing, when the resource makes a written request for authorization or a request requiring a decision from the institution, as soon as possible,. Likewise, the resource may make an oral request for clarifications following a written decision by the institution, and the latter undertakes to give its response orally;
- i) to identify, as provided for in the *Regulation respecting classification*, under each descriptor included in Part 2, Division 2 of that regulation, the specific support or assistance services that the resource is required to offer;
- j) to then, if applicable, specify in collaboration with the resource and in the manner set out in the Form, and as provided for in the *Regulation respecting classification*, the specific support or assistance services identified under the first paragraph of section 4;
- k) to provide the resource with the monthly attendance schedule in the case of the intermittent placement of a new user prior to the user's arrival, as far as possible;
- l) following the user's departure, to ensure that his or her personal belongings are recovered

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<sup>2</sup> The following statements may not be construed in a manner that limits, in any way, the application of legislative and regulatory provisions, in particular the *Regulation respecting classification*.

within a maximum of 15 days unless agreed between the resource and the institution;

- m) to verify the accounting of the user's personal expense allowances twice a year or according to the frequency provided for in its policy. The institution's representative signs the register attesting that no significant discrepancies have been detected.

#### **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 obtain once a year, without charge, a copy of the documents contained in its file, within the same time period.

In the case of a disagreement or a dispute, the resource may obtain, without cost, an update of its file, including any new elements added to it since the resource's last application.

Aside from for the situations mentioned above, the costs the resource may be required to pay to obtain a copy of the documents in its file are those provided for in the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1) and its regulations.

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* or any other applicable statute.

#### **2-1.04**

After obtaining the consent of the user or of the person who may consent on his or her behalf, the institution must send to the resource, as soon as possible but no later than seventy-two (72) hours after the arrival of the new user, a summary of the information necessary for his or her care. Said summary must at least include the information set out in Part 3 of the Form.

The summary of the information must be provided in writing.

However, any information essential to the immediate maintenance of the user's integrity must be communicated by the institution to the resource before or simultaneously upon arrival at the resource.

#### **2-1.05**

Any representative of the institution who wishes to conduct a visit of the resource, must do so with civility, and usually upon having made an appointment with the resource.

When it comes to meeting with the resource's respondents, any employee or representative or agent of the institution must make an appointment, except for reasons relating to the health or safety of the user.

### **2-1.06**

The parties recognize the importance of the associative role played by the representatives of the RESSAQ toward the resources and their respective capacity to exercise their rights without fear of being penalized.

A resource cannot be penalized solely for having legally exercised a right conferred by the Act *respecting the representation of resources* or by this Group Agreement.

### **2-1.07**

Communications between the resource and the institution can be done through conventional means of communication, such as telephone, fax, mail, email, etc.

The institution must record in the resource's file any and all exchanges it has had with the resource. The institution provides the resource with the information necessary to reach the institution's representatives through various means of communication.

### **2-2.00 Statement of Certain Responsibilities Relating to the Placement and Transfer of a User**

#### **2-2.01**

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

The institution must, within the scope of its matching and pairing activities for the purpose of placing a user in a resource, analyze the projected effects the user's integration there will have and see to it that such an integration is not likely to upset the balance of the living environment within the resource, in particular taking into account any risks to the health, safety or physical and psychological integrity of the resource, the other users present in the resource and, if applicable, the other persons living in the resource. This provision shall not limit the scope of the provisions of the Frame of reference.

#### **2-2.02**

The resource is responsible for receiving any user referred to it by the institution which corresponds with the type of user identified in the specific agreement and the present agreement, except for the reasons set out in clause 2-2.03 or for other exceptional circumstances affecting the availability of the place.

#### **2-2.03**

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

- a) when the resource isn't able or no longer feels able to provide the user with the services required by the condition of the user concerned by the request;
- b) when the resource considers that a user's presence or the services required by the user could compromise the services to be provided to another user, as set out in the user's Form;
- c) when the resource has reasonable grounds to believe that the user exposes itself or may expose other people living within the resource to risks related to their health, safety or physical or psychological integrity.

#### **2-2.04**

The institution diligently handles the resource's request to transfer a user, in the cases provided for in clause 2-2.03.

The institution's decision regarding such a request shall be made diligently and communicated in writing to the resource within 30 days of the resource's request to transfer a user.

When a transfer is deemed necessary, in the interest of a user or the resource, the institution carries out the transfer of the user who is the object of the request, without undue delay, in accordance with the institution's overall professional care activities for the users.

While awaiting the transfer, following the application of 2-2.03 a) and b), the institution implements the aid, support and accompaniment measures it deems expedient, in the best interest of the user, the other users and the resource.

Following the application of 2-2.03 c), if the resource has good reason to believe that the user exposes itself or may expose other people living within the resource to risks related to their health, their safety or their physical or psychological integrity, the institution immediately implements the aid, support, protection and accompaniment measures it deems expedient in the best interest of the user, the resource or the other people living in the resource, and does so as soon as the request is made.

### **2-3.00 Statement of Certain Responsibilities of the Resource<sup>3</sup>**

#### **2-3.01**

As a provider of services<sup>4</sup>, the resource must provide quality services in the best interest of the user; it must act in accordance with past practice and the frame of reference, 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.

#### **2-3.02**

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, as provided for in the *Regulation respecting classification*.

#### **2-3.03**

In particular, the following responsibilities rest on the resource:

- a) to comply with the fundamental principles set out in the agreement, as well as with the policies, directives or procedures applicable with regard to the provision of services;
- b) to provide the user with a room, preferably a single room, as well as to share common rooms, such as the kitchen, dining room and living room with the users;
- c) to make available to the user the basic articles regarding personal hygiene, as well as basic pharmaceutical products, subject to the applicable legislative provisions;
- d) 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;

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<sup>3</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>4</sup> The resource is a service provider within the meaning of the provisions of the *Civil Code of Québec* governing the contract for services (articles 2098 and following).

- e) 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;
- f) 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 and accepted between the institution and the resource, taking into account the effects these visits will have on the resource's living environment, the best interest of the user, without affecting the quality of the services offered to the other users, in compliance with clauses 1-3.03 and 1-3.07. This responsibility does not entail the obligation for the resource to feed or lodge such persons;
- g) after the user's departure, to remit all the information concerning the user to the institution, and to maintain the confidentiality of this information;
- h) 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.

#### **2-3.04**

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.

When the resource uses competent personnel, it must take the measures allowing it to maintain its control over and responsibility for the provision of services at all times and must ensure that the institution is able to reach it during its absence.

#### **2-3.05**

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 lodging of persons who are important to the resource.

### **2-4.00 Administrative Inquiry**

#### **2-4.01**

Within 90 days of the institution's knowledge of the facts, the institution may conduct an administrative inquiry when it deems that the health, safety, bodily integrity or welfare of one or more users may be compromised.

#### **2-4.02**

The resource must be informed in writing, as soon as an inquiry is launched :

- a) of the reasons, in detail, for the inquiry (ex.: inadequate food, inadequate education techniques, etc.);
- b) of its right to be accompanied by a representative or representatives of the RESSAQ;
- c) of its right to request and obtain, without cost, a copy of its personal record in a timely fashion given the inquiry being conducted.

A notice of administrative inquiry must be sent simultaneously to the RESSAQ. Such a notice must not include the detailed reasons for the inquiry.

The convening of a meeting with the representatives of the institution must, for accompaniment and preparation purposes, take into account the availability of the RESSAQ's representatives, and do so in a context of diligence as provided for in clause 2-4.04.

#### **2-4.03**

The resource must have the opportunity, during the course of the inquiry, to be heard, during a meeting with the institution, and to make the appropriate representations, accompanied, if it so desires, by one or two representatives of the RESSAQ.

The institution also undertakes to set out in writing, for the resource, when available, any new reason invoked as it is raised during the course of the inquiry.

The resource may also make the appropriate representations in writing, within 7 days after the meeting with the institution.

The institution's decision may not be rendered before the expiry of that time.

The institution must, before making a decision regarding one of the situations described in clause 4 c) of Letter of Understanding B, send a 10-day notice to the resource and the RESSAQ, so that they may send any relevant observations to the institution. Such a notice must be sent within the 30-day time period mentioned in clause 2-4.04 and failure to do so shall constitute grounds causing the time limit to be exceeded.

#### **2-4.04**

The inquiry must be carried out with diligence, integrity and respect, usually within 30 days of informing the resource that an inquiry is to be conducted, unless there are extraordinary circumstances. In such cases, the institution informs the resource in writing of the grounds causing the time limit to be exceeded and informs the RESSAQ of the same.

In all circumstances, the RESSAQ and the institution may agree on other time limits.

#### **2-4.05**

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, in which the health, security, integrity or well-being of one or more users may be in danger. 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.

#### **2-4.06**

When a user is removed, the reasons of the removal are communicated to the resource in writing, with a copy to the RESSAQ. 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.

#### **2-4.07**

Following the administrative inquiry, if the institution finds that the grounds giving rise to the inquiry were unfounded, it must, within the matching and pairing process aimed at entrusting new users to the resource, treat the resource on the same basis as any other resource, as if the administrative

inquiry had not taken place. In the event users were removed, the resource must be paid the remuneration for the period during which the users were removed, as if the removal had not taken place.

After the administrative inquiry is concluded, the resource continues its provision of services and its unoccupied places are to be considered available from the date of the institution's decision.

If a transferred user's placement back within the resource is possible and indicated, according to the institution's evaluation, the placement may be carried out.

#### **2-4.08**

The institution communicates in writing the final findings of the inquiry, with reasons, to the resource and the RESSAQ.

If the institution concludes that the grounds giving rise to the administrative inquiry are unfounded, it drafts a document to attest to that fact. This document must be sent to the resource and to the RESSAQ and added to its file. The unfounded grounds may not be later invoked against the resource, unless there are new facts in relation to the administrative inquiry.

## **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 recognized place is considered available if it allows the institution to refer a new user. The resource and the institution agree to use the form attached to Letter of Understanding C to express restricted or irregular availability, or a period of non-availability of an unoccupied place;

**d) occupied place**

a recognized place is considered occupied from the moment the resource receives a user referred to it by the institution as long as the user's room is unavailable;

**e) placement**

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

### **3-2.00 Components of the Remuneration for Services<sup>5</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 clauses 3-3.10 and 3-3.11;
- 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>5</sup> See Appendix III: 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 review procedure 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		
	2020-04-01 to 2021-03-31	2021-04-01 to 2022-03-31	2022-04-01 to 2023-03-31
Level 1 services	\$41.91	\$42.76	\$44.14
Level 2 services	\$52.40	\$53.46	\$55.18
Level 3 services	\$62.87	\$64.14	\$66.20
Level 4 services	\$73.36	\$74.84	\$77.25
Level 5 services	\$83.83	\$85.52	\$88.27
Level 6 services	\$94.32	\$96.22	\$99.32

### 3-3.07

Despite clause 3-3.06, the daily rate for the first 60 days<sup>6</sup> following the arrival of a new user is established as follows:

Daily rate per user		
2020-04-01 to 2021-03-31	2021-04-01 to 2022-03-31	2022-04-01 to 2023-03-31
\$57.55	\$58.71	\$60.60

However, the following provisions apply:

- When the services to be rendered to the user are known to the institution: automatically apply levels 3, 4, 5 and 6 as determined in accordance with the Form for determination and classification in relation to his or her previous placement in IR-FTR. Subsequently, the institution determines, with the resource, the classification of services in accordance with section 6 of the Regulation;
- When classifying a new user: apply retroactively to his or her arrival the Form for determination and classification when the level of support or assistance services required corresponds to level 3, 4, 5 or 6.

### 3-3.08 Additional Standard Fees

#### A) Period from April 1, 2019 to March 31, 2020

The resource is entitled to an additional standard fee corresponding to 1.0% of the monthly remuneration for support or assistance, pursuant to clauses 3-3.06 and 3-3.07.

#### B) Period from April 1, 2020 to March 31, 2021

The resource is entitled to an additional standard fee corresponding to 1.0% of the monthly remuneration for support or assistance, pursuant to clauses 3-3.06 and 3-3.07.

### 3-3.09

The resource's monthly remuneration for support or assistance is obtained by computing the total of the daily rates of remuneration for each user it lodges, by application of clauses 3-3.06 to 3-3.08, based on the number of placement days during the month.

### Adjustment Due to the Resource's Particular Income Tax Status

### 3-3.10

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.

<sup>6</sup> The 60-day time period is applicable, irrespective of the nature of the placement.

### 3-3.11

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	From 2020-04-01 to 2021-03-31	From 2021-04-01 to 2022-03-31 <sup>7</sup>	From 2022-04-01 to 2023-03-31
Monthly remuneration	\$11,475.60	\$11,706.77	\$12,083.93
Maximum adjustment	\$4,004.98	\$4,109.08	\$4,096.45

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

### 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* (CQLR, c. N-1.1) and the *National Holiday Act* (CQLR, c. 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 3-3.08, following the adjustment provided for in clauses 3-3.10 and 3-3.11, and by multiplying the adjusted remuneration by 10.1%.

### 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, excluding the additional standard fees provided for in clause 3-3.08, 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 persons responsible:

	2020-04-01 to 2021-03-31	2021-04-01 to 2022-03-31	2022-04-01 to 2023-03-31
1 person responsible	\$59,591.26	\$60,790.92	\$62,749.55
2 persons responsible	\$104,319.21	\$106,419.31	\$109,848.04

<sup>7</sup> As of the 1st of the month after the signing of this agreement, the amount of the maximum adjustment is revised at \$3,910.06.

### **3-5.04**

Upon notice given by the RESSAQ 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 RESSAQ, 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 (CQLR, c. A-29.011) and the Act respecting the Québec Pension Plan (CQLR, c. 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* (CQLR, c. A-3.001).

#### **3-6.02**

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 2021:

- a) For the QPP

The lesser of \$61,600 (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 (11.80% - 5.90%) (rate for a self-employed worker – rate of an employee), which is applicable in the case of a single person responsible. When there are two persons responsible of the resource, 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 persons responsible.

- b) For the QPIP

The lesser of \$83,500 (maximum insurable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, multiplied by (0.878%-0.494%) (rate for a self-employed worker – rate for an employee), which is applicable in the case of a single person responsible. When there are two persons responsible, 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 persons responsible.

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

### **Optional Plan of the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)**

#### **3-6.03**

For the resource that wishes to take part in the optional plan of the CNESST, the financial compensation allowing it to enjoy the coverage granted by the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001) is equivalent to the reimbursement of the billing

issued by the CNESST to a resource that has taken out personal coverage, up to the maximum allowed according to the Equivalency grid of the resource's net remuneration, including administration costs.

### **3-6.04**

On the request of a resource that provides the required documents, the institution issues a cheque made out to the CNESST and to the resource to serve as financial compensation.

### **3-6.05**

A resource that ends its personal coverage within the optional plan of the CNESST during a fiscal year consents to the CNESST reimbursing the institution for the over-billed amount.

## **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 \$28.21 per user, for each day of placement, as of 1 January, 2021. The daily allowance includes a portion for the resource's fixed costs, set at 60%, and another portion for 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.

### **3-7.04**

The daily allowance is increased on 1 January of each year, based on the percentage appearing in the rate increase index of the Québec Pension Plan published by Retraite Québec.

## **3-8.00 Special Remuneration**

### **TRANSPORTATION EXPENSES**

### **3-8.01**

The transportation expenses for which a resource may be reimbursed are those entailed for the user in an emergency medical situation or in the following cases:

- a) an appointment with a health or social services professional due to the specific personal condition of a user, excluding annual check-ups usually undergone by all users;
- b) court-related matters (for example: police, courthouse, community services);
- c) visit with the biological family;
- d) integrating or continuing school or work (for example: taking the user to the daycare centre he or she goes to for clinical needs, taking the user to a meeting with a representative of the user's school if called in, transporting a user whose school transportation has been suspended so that the user is maintained in school, taking the user to his or her internship

or work, or to volunteering activities, accompanying the user to a meeting with his or her employer, etc.).

### **3-8.02**

The expenses must be previously authorized by the institution.

However, in medical emergency situations, the institution's authorization is replaced by an authorization or a certificate from a health and social services professional, which must be given to the institution as soon as possible.

### **3-8.03**

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

### **3-8.04**

Where a resource is authorized to use its personal automobile for transportation in one of the situations set out in clause 3-8.01, the reimbursement of the transportation expenses is made in accordance with the terms and conditions set out in section 8 of the Directive sur les frais remboursables lors d'un déplacement et autres frais inhérents revised by CT 216155 of March 22, 2016 and its subsequent amendments.

The reimbursement of the other expenses incurred for transportation provided for in clause 3-8.01 (meals, parking and accommodations) must comply with the aforementioned Directive.

### **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.

### **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 the services offered to the other users lodging at the resource, subject to the Regulation respecting classification being included in the Form.

In addition, the institution cannot require that the resource transport the user for visits related to the user's biological family.

## **COMPENSATION OF USER ACCOMPANIMENT EXPENSES**

### **3-8.08**

The accompaniment expenses concerned are those incurred in a medical emergency situation or in one of the situations set out in clause 3-8.01 and requiring a substitution by a person that the resource must pay specifically for carrying out such a substitution in accordance with the terms and conditions provided for in clause 2-3.04, notwithstanding the number of respondents for the resource identified in the specific agreement.

### 3-8.09

The expenses must be previously authorized by the institution.

However, in medical emergency situations, the institution's authorization is replaced by an authorization or a certificate from a health and social services professional, which must be given to the institution as soon as possible.

### 3-8.10

The daily indemnity payable to the resource for accompaniment expenses it has incurred is determined in accordance with the following terms:

- per day and starting at midnight;
- in the event of a substitution which results in accompaniment expenses covering more than one calendar day, an indemnity must be paid for each day beginning at midnight.

Levels	Amounts
Substitution of less than 3 hours in a day	\$40
Substitution of 3 hours to 5 hours 59 minutes in a day	\$80
Substitution of 6 hours to 8 hours 59 minutes in a day	\$110
Substitution of 9 hours to 11 hours 59 minutes in a day	\$150
Substitution of 12 hours or more in a day	\$180

### 3-8.11

The accompaniment indemnities must be specified in the resource's monthly invoice.

### 3-8.12

Any other accompaniment expense related to the services provided by a resource is included in the remuneration for support or assistance services paid to the resource under clause 3-3.06.

### STAND-BY PREMIUM FOR EMERGENCY PLACEMENTS

### 3-8.13

The following premium is paid to a resource that is available for emergency placements:

MONTHLY RATE PER RESOURCE FOR THE OVERALL PLACES RESERVED	
2020-04-01 to 2021-03-31	2021-04-01 to the day before the signing of the group agreement
\$240.29	\$245.10

DAILY RATE PER RESOURCE FOR THE OVERALL PLACES RESERVED	
From the signing of the group agreement to 2022-03-31	2022-04-01 to 2023-03-31
\$12,00	\$12.39

It is understood that:

- the RESSAQ and the institution shall agree on the terms concerning the identification of the resources referred to in this clause;
- the premium is paid to the identified resource for emergency placements based on its availability during the month;
- « emergency placement » means a short-term placement that can take place at any time, even outside the institution's regular working hours, and which is carried out by the institution prior to the matching and pairing process.

### **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.

To the extent possible, the resource must submit any requests for payment of special remuneration provided for in clause 3-8.00 within 60 days from the moment the expense was incurred.

The resource and the institution may mutually agree on the method for the payment of the suppliers of goods and services.

##### **3-9.06**

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

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

### **3-9.07**

The institution has 60 days from the date it receives the request for reimbursement, to reimburse the special remuneration provided for in clause 3-8.00.

### **3-9.08**

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**

### **3-9.09**

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.

### **3-9.10**

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.

### **3-9.11**

In the event that the resource makes clothing purchases for the user's benefit, clauses 3-9.09 and 3-9.10 are applicable, with the necessary modifications.

### **3-9.12**

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

Despite any provision to the contrary, the application of the circulars cannot be subject to proceedings of any kind, including the arbitration procedure provided for in article 6-3.00.

### **3-9.13**

In all cases, the resource must submit its request for reimbursement of the financial allowances referred to in clauses 3-9.09 to 3-9.11, as far as possible, within 60 days from the moment the expense was incurred.

**3-9.14**

The institution has a maximum of 60 days from the date it receives the request for reimbursement, to make the reimbursement to the resource.

**3-9.15**

The institution takes all necessary steps, including funding, with a user, the parents of a user and the authorities of a government program, so that the user obtains the services required by his or her condition and needs, in collaboration with the resource.

**3-9.16**

In the event of errors in the payment of the remuneration, corrections are made by the institution, after informing the resource and discussing the terms and conditions. In the absence of an agreement on the specific terms and conditions, corrections are made to the subsequent payment.

## **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 RESSAQ, including its local instances, and the institution 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 Framework and that they be adapted and useful 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 RESSAQ 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:

- a) the compensation of the expenses incurred by the resources for their participation in the training activities and of the expenses of the institutions and the RESSAQ for the implementation of such training activities;
- b) fund a project to develop an online training platform as well as to have access to clinical information content for the resources and the persons they hire.

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 the cost of a substitute and the administrative fees of the institutions and the RESSAQ, agreed upon within the local committee on continuing training and professional development.

#### **4-1.04**

This continuing training and professional development fund is equal to \$650 per resource represented by the RESSAQ, 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 March 31<sup>st</sup> and the payment is made by the Minister on June 1<sup>st</sup> at the latest.

#### **4-2.00 Insurance**

##### **4-2.01**

Letter of understanding n° 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 grandparents;
- 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.

When the resource uses competent personnel, it must take the measures allowing it to maintain its control over and responsibility for the provision of services at all times and must ensure that the institution is able to reach it during its absence.

### **5-2.00      Temporary Interruption of the Provision of Services and Terms of Application**

#### **5-2.01**

The resource may, upon its request, 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* (CQLR, c. A-3.001), 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 of a spouse or a child: for 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 RESSAQ.

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* (CQLR, c. 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* (CQLR, c. A-3.001) 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) any conciliation or mediation mechanism or any other amicable dispute resolution mechanism agreed upon between the institution and the RESSAQ;
- c) the National Committee on concerted action and agreement monitoring referred to in article 7-1.00.

#### **6-1.05**

Any difficulty experienced by a resource, except questions of national interest, must first be discussed within the local committee on concerted action or within the mechanism set up in accordance with clause 6-1.04 b), before being brought to the National Committee on concerted action.

### **6-2.00      Procedure for Settling Disagreements**

#### **6-2.01**

The resource may be accompanied by RESSAQ resource-persons at any stage of the procedure for settling disagreements and of the arbitration process.

#### **6-2.02**

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

### **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 RESSAQ submits the disagreement in writing to the representative designated by the institution within 90 days of the date of the event or of the resource becoming aware of the event.

### **6-2.04**

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

### **6-2.05**

The deadline for submitting a disagreement to the institution must be strictly observed and may only be extended upon the written consent of the institution and the RESSAQ; 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 not 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 RESSAQ may then submit the disagreement to the arbitration process referred to in article 6-3.00.

### **6-2.10**

If the matter is of national interest, clauses 6-2.01 to 6-2.09 apply by replacing any reference made to the representative designated by the institution and the representative of the resource by a reference to the Minister and a reference to the RESSAQ, respectively, with the necessary modifications.

### **6-2.11**

If the Minister and the RESSAQ do not agree on whether a matter is of national interest, the Chief Arbitrator rules on this question after each party has had an opportunity to make representations.

## **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 RESSAQ 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 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 or the Minister, as the case may be, and the RESSAQ.

### **6-3.03**

At any time before the end of the hearing, the Minister and the RESSAQ 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, to the institution and to the local instance part of the RESSAQ.

### **6-3.04**

The provisions of articles 620 and following of the *Code of civil procedure* (CQLR, c. C-25.01) apply unless they are incompatible with the provisions of this article.

### **6-3.05**

The arbitration is usually carried out by a single mutually agreed arbitrator who must be a jurist chosen by the institution and the RESSAQ from the list included in Appendix IV. They must take into account, whenever possible, where the dispute originated and the availability of the arbitrator to hear the disagreement in a timely fashion. Any vacancy in this list may be filled by mutual agreement between the parties.

### **6-3.06**

The Minister and the RESSAQ appoint Me Maureen Flynn as Chief Arbitrator.

In the event the appointed Chief Arbitrator is on leave, the parties agree to appoint a replacement.

### **6-3.07**

If an intervention is made under clause 6-3.03 and if the Minister and the RESSAQ do not agree that the question being examined is of national interest, the Chief Arbitrator makes that decision after each party has had an opportunity to make representations.

### **6-3.08**

If difficulties arise in choosing the arbitrator or in cases where an arbitrator is replaced, the Chief Arbitrator may, when requested by the Minister, the institution or the RESSAQ to do so, take any measure he or she deems necessary.

### **6-3.09**

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.

### **6-3.10**

In the cases provided for in clauses 6-3.07 and 6-3.08, the Chief Arbitrator's decision is final and cannot be appealed.

### **6-3.11**

In all cases, the arbitrator 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.

### **6-3.12**

In exercising his or her functions, the arbitrator 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* (CQLR, c. A-6.002) and the legal interest rate;
- d) make, at any time, 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.

### **6-3.13**

The arbitrator 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.

### **6-3.14**

The arbitrator sends a copy of all decisions to the parties concerned and, if an intervention is made under clause 6-3.03, to the Minister and to the RESSAQ. The arbitrator files 2 copies of each decision with the IR-FTR Registry.

### **6-3.15**

The Minister establishes and maintains a compendium of the arbitration decisions rendered and keeps it up to date. The Minister ensures the public and accessible nature of the compendium.

### **6-3.16**

The fees and costs are shared equally between the institution and the RESSAQ.

### **6-3.17**

If the matter is of national interest, clauses 6-3.01 to 6-3.16 apply by replacing, with the necessary modifications:

- any reference made to the institution by a reference to the Minister; and
- any reference to the resource or the association by a reference to the RESSAQ.

## **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 representatives designated by the Minister and representatives designated by the RESSAQ. Each is constituted of a minimum of 3 representatives, unless there are unforeseen events or exceptional circumstances, and a maximum of 5 representatives. The parties may enlist the services of resource persons.

#### **7-1.02**

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

Despite the above, the Committee agrees to an agenda 48 hours before each meeting, unless otherwise agreed. A report of the meeting minutes is prepared by the representatives designated by the Minister and then sent to the RESSAQ before the next meeting.

Upon agreement, these meetings can be held by videoconference or conference call.

#### **7-1.03**

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.

#### **7-1.04**

As part of the work of the National Committee on Continuing Training and Professional Development and in keeping with the objectives set out, the parties undertake to collaborate in the development of an online training platform as well as to ensure access to clinical information content.

#### **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 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;
- c) to convey these orientations, priorities and criteria to the local committees on continuing training and professional development;
- d) 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;
- e) 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 on concerted action and agreement monitoring or at the level of the local committees;
- f) 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 representatives of the institution and representatives of the RESSAQ, including the local instance. Each is constituted of a minimum of 3 representatives, unless there are unforeseen events or exceptional circumstances, and a maximum of 5 representatives. The parties may enlist the services of resource persons.

### **7-2.02**

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

Upon agreement, these meetings can be held by videoconference or conference call.

### **7-2.03**

The committee's mandate is to:

- a) 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 RESSAQ;
- c) find solutions to the difficulties encountered by the institution or by a resource, including the difficulties related to health and safety matters as well as any problems pertaining to civility and harassment. In the latter case, preserve the confidentiality, if required by the parties;
- 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 RESSAQ;

- g) act as local committee on continuing training and professional development when so decided by the institution and the RESSAQ.

### **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 an equal number of representatives of the institution and the RESSAQ, including its local instance, designated by the local committee on concerted action.

The committee may enlist the services of resource persons.

#### **7-3.02**

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

#### **7-3.03**

The committee's mandate is as follows:

- a) to plan the continuing training and professional development activities and ensure their implementation within the framework of the orientations, priorities and programs for continuing training and professional development determined at the national level;
- b) to establish an annual 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.

#### **7-3.04**

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

## **CHAPTER 8-0.00 MISCELLANEOUS PROVISIONS**

### **8-1.00 Interpretation**

#### **8-1.01**

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

- a) unless otherwise indicated by the context, the singular includes the plural and vice versa;
- b) the provisions of the 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, except the provisions of article 4 m) of Letter of Understanding no. 1, article 8 of Letter of Understanding no. 2 and article 10 of Letter of Understanding no. 3.

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 March 31, 2023.

**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.

**8-5.04**

The retroactive payment of the increase in rates related to the remuneration scale regarding support or assistance as well as the standard fees provided for in clauses 3-3.06 to 3-3.08 shall be paid within 90 days of the signing of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.**

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

\_\_\_\_\_  
Lucie Vachon, responsable de la  
permanence

\_\_\_\_\_  
Nathalie Lemay, porte-parole

\_\_\_\_\_  
Chantal St-Pierre

\_\_\_\_\_  
Pierre Lemay

\_\_\_\_\_  
Sabrina Dulude

\_\_\_\_\_  
Audrey Morin

\_\_\_\_\_  
Andréanne Marcoux

\_\_\_\_\_  
Jean-Philippe Gaulin

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Hugo Légaré, president

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Christian Dubé

## **Appendix I**

## **List of Local Instances Belonging to the RESSAQ**

The Regroupement des ressources résidentielles adultes du Québec (RI-2001-8926)

Institution : Centre intégré de santé et de services sociaux de Chaudière-Appalaches

The Regroupement des ressources résidentielles adultes du Québec (RI-2001-8820)

Institution : Centre intégré de santé et de services sociaux de Laval

The Regroupement des ressources résidentielles adultes du Québec (RI-2001-8800)

Institution : Centre intégré universitaire de santé et de services sociaux de l'Estrie-CHUS

The Regroupement des ressources résidentielles adultes du Québec (RI-2001-8837)

Institution : Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal

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 \$	0.0%	
1,167 \$	0.0%	
1,188 \$	0.0%	
1,208 \$	0.0%	
1,229 \$	0.0%	
1,250 \$	0.0%	
1,271 \$	0.0%	
1,292 \$	0.0%	
1,313 \$	0.1%	
1,333 \$	0.3%	
1,354 \$	0.5%	
1,375 \$	0.7%	
1,396 \$	0.8%	
1,417 \$	1.1%	
1,438 \$	1.5%	
1,458 \$	1.8%	
1,479 \$	2.2%	
1,500 \$	2.5%	
1,521 \$	2.8%	
1,542 \$	3.1%	
1,563 \$	3.4%	
1,583 \$	3.7%	
1,604 \$	4.0%	
1,625 \$	4.2%	
1,646 \$	4.5%	
1,667 \$	4.8%	
1,688 \$	5.0%	
1,708 \$	5.3%	
1,729 \$	5.6%	
1,750 \$	5.8%	
1,771 \$	6.0%	
1,792 \$	6.3%	
1,813 \$	6.5%	
1,833 \$	6.7%	
1,854 \$	7.0%	
1,875 \$	7.2%	
1,896 \$	7.4%	
1,917 \$	7.6%	
1,938 \$	7.8%	
1,958 \$	8.0%	
1,979 \$	8.2%	
2,000 \$	8.4%	
2,021 \$	8.5%	
2,042 \$	8.7%	
2,063 \$	8.9%	
2,083 \$	9.1%	
2,104 \$	9.2%	
2,125 \$	9.4%	
2,146 \$	9.6%	
2,167 \$	9.7%	
2,188 \$	9.9%	
2,208 \$	10.0%	
2,229 \$	10.2%	
2,250 \$	10.3%	
2,271 \$	10.5%	
2,292 \$	10.6%	
2,313 \$	10.8%	
2,333 \$	10.9%	
2,354 \$	11.1%	
2,375 \$	11.2%	
2,396 \$	11.3%	
2,417 \$	11.4%	
2,438 \$	11.6%	
2,458 \$	11.7%	
2,479 \$	11.8%	
2,500 \$	11.9%	
2,521 \$	12.1%	
2,542 \$	12.2%	
2,563 \$	12.3%	
2,583 \$	12.4%	
2,604 \$	12.5%	
2,625 \$	12.6%	
2,646 \$	12.7%	
2,667 \$	12.8%	
2,688 \$	12.9%	
2,708 \$	13.0%	
2,729 \$	13.1%	
2,750 \$	13.2%	
2,771 \$	13.3%	
2,792 \$	13.4%	

Remuneration related to support or assistance		
Monthly	Adjustment %	
2,813 \$	13.5%	
2,833 \$	13.6%	
2,854 \$	13.7%	
2,875 \$	13.8%	
2,896 \$	13.9%	
2,917 \$	14.0%	
2,938 \$	14.1%	
2,958 \$	14.2%	
2,979 \$	14.2%	
3,000 \$	14.3%	
3,021 \$	14.4%	
3,042 \$	14.5%	
3,063 \$	14.6%	
3,083 \$	14.6%	
3,104 \$	14.7%	
3,125 \$	14.8%	
3,146 \$	14.9%	
3,167 \$	15.0%	
3,188 \$	15.0%	
3,208 \$	15.1%	
3,229 \$	15.2%	
3,250 \$	15.2%	
3,271 \$	15.3%	
3,292 \$	15.4%	
3,313 \$	15.4%	
3,333 \$	15.5%	
3,354 \$	15.6%	
3,375 \$	15.6%	
3,396 \$	15.7%	
3,417 \$	15.8%	
3,438 \$	15.8%	
3,458 \$	15.9%	
3,479 \$	16.0%	
3,500 \$	16.0%	
3,521 \$	16.1%	
3,542 \$	16.1%	
3,563 \$	16.2%	
3,583 \$	16.3%	
3,604 \$	16.3%	
3,625 \$	16.4%	
3,646 \$	16.4%	
3,667 \$	16.5%	
3,688 \$	16.5%	
3,708 \$	16.6%	
3,729 \$	16.7%	
3,750 \$	16.7%	
3,771 \$	16.8%	
3,792 \$	16.8%	
3,813 \$	16.9%	
3,833 \$	16.9%	
3,854 \$	17.0%	
3,875 \$	17.1%	
3,896 \$	17.2%	
3,917 \$	17.2%	
3,938 \$	17.3%	
3,958 \$	17.4%	
3,979 \$	17.5%	
4,000 \$	17.5%	
4,021 \$	17.6%	
4,042 \$	17.7%	
4,063 \$	17.7%	
4,083 \$	17.8%	
4,104 \$	17.9%	
4,125 \$	17.9%	
4,146 \$	18.0%	
4,167 \$	18.1%	
4,188 \$	18.2%	
4,208 \$	18.3%	
4,229 \$	18.4%	
4,250 \$	18.5%	
4,271 \$	18.5%	
4,292 \$	18.6%	
4,313 \$	18.7%	
4,333 \$	18.8%	
4,354 \$	18.9%	
4,375 \$	18.9%	
4,396 \$	19.0%	
4,417 \$	19.1%	
4,438 \$	19.2%	
4,458 \$	19.3%	
4,479 \$	19.3%	
4,500 \$	19.4%	
4,521 \$	19.5%	
4,542 \$	19.6%	
4,563 \$	19.6%	
4,583 \$	19.7%	
4,604 \$	19.8%	

Remuneration related to support or assistance		
Monthly	Adjustment %	
4,625 \$	19.9%	
4,646 \$	19.9%	
4,667 \$	20.0%	
4,688 \$	20.1%	
4,708 \$	20.1%	
4,729 \$	20.2%	
4,750 \$	20.3%	
4,771 \$	20.3%	
4,792 \$	20.4%	
4,813 \$	20.5%	
4,833 \$	20.5%	
4,854 \$	20.6%	
4,875 \$	20.7%	
4,896 \$	20.7%	
4,917 \$	20.8%	
4,938 \$	20.9%	
4,958 \$	20.9%	
4,979 \$	21.0%	
5,000 \$	21.1%	
5,021 \$	21.1%	
5,042 \$	21.2%	
5,063 \$	21.3%	
5,083 \$	21.3%	
5,104 \$	21.4%	
5,125 \$	21.4%	
5,146 \$	21.5%	
5,167 \$	21.6%	
5,188 \$	21.6%	
5,208 \$	21.7%	
5,229 \$	21.7%	
5,250 \$	21.8%	
5,271 \$	21.9%	
5,292 \$	21.9%	
5,313 \$	22.0%	
5,333 \$	22.0%	
5,354 \$	22.1%	
5,375 \$	22.2%	
5,396 \$	22.2%	
5,417 \$	22.3%	
5,438 \$	22.3%	
5,458 \$	22.4%	
5,479 \$	22.4%	
5,500 \$	22.5%	
5,521 \$	22.6%	
5,542 \$	22.6%	
5,563 \$	22.7%	
5,583 \$	22.7%	
5,604 \$	22.8%	
5,625 \$	22.8%	
5,646 \$	22.9%	
5,667 \$	22.9%	
5,688 \$	23.0%	
5,708 \$	23.0%	
5,729 \$	23.1%	
5,750 \$	23.1%	
5,771 \$	23.2%	
5,792 \$	23.2%	
5,813 \$	23.3%	
5,833 \$	23.3%	
5,854 \$	23.4%	
5,875 \$	23.4%	
5,896 \$	23.5%	
5,917 \$	23.5%	
5,938 \$	23.6%	
5,958 \$	23.6%	
5,979 \$	23.7%	
6,000 \$	23.7%	
6,021 \$	23.8%	
6,042 \$	23.8%	
6,063 \$	23.8%	
6,083 \$	23.9%	
6,104 \$	23.9%	
6,125 \$	24.0%	
6,146 \$	24.0%	
6,167 \$	24.1%	
6,188 \$	24.1%	
6,208 \$	24.2%	
6,229 \$	24.2%	
6,250 \$	24.2%	
6,271 \$	24.3%	
6,292 \$	24.3%	
6,313 \$	24.4%	
6,333 \$	24.4%	
6,354 \$	24.5%	
6,375 \$	24.5%	
6,396 \$	24.5%	
6,417 \$	24.6%	

Remuneration related to support or assistance		
Monthly	Adjustment %	
6,438 \$	24.6%	
6,458 \$	24.7%	
6,479 \$	24.7%	
6,500 \$	24.7%	
6,521 \$	24.8%	
6,542 \$	24.8%	
6,563 \$	24.9%	
6,583 \$	24.9%	
6,604 \$	24.9%	
6,625 \$	25.0%	
6,646 \$	25.0%	
6,667 \$	25.0%	
6,688 \$	25.1%	
6,708 \$	25.1%	
6,729 \$	25.2%	
6,750 \$	25.2%	
6,771 \$	25.2%	
6,792 \$	25.3%	
6,813 \$	25.3%	
6,833 \$	25.3%	
6,854 \$	25.4%	
6,875 \$	25.4%	
6,896 \$	25.4%	
6,917 \$	25.5%	
6,938 \$	25.5%	
6,958 \$	25.6%	
6,979 \$	25.6%	
7,000 \$	25.6%	
7,021 \$	25.7%	
7,042 \$	25.7%	
7,063 \$	25.7%	
7,083 \$	25.8%	
7,104 \$	25.8%	
7,125 \$	25.8%	
7,146 \$	25.9%	
7,167 \$	25.9%	
7,188 \$	25.9%	
7,208 \$	26.0%	
7,229 \$	26.0%	
7,250 \$	26.0%	
7,271 \$	26.1%	
7,292 \$	26.1%	
7,313 \$	26.1%	
7,333 \$	26.1%	
7,354 \$	26.2%	
7,375 \$	26.2%	
7,396 \$	26.2%	
7,417 \$	26.3%	
7,438 \$	26.3%	
7,458 \$	26.3%	
7,479 \$	26.4%	
7,500 \$	26.4%	
7,521 \$	26.4%	
7,542 \$	26.5%	
7,563 \$	26.5%	
7,583 \$	26.5%	
7,604 \$	26.6%	
7,625 \$	26.6%	
7,646 \$	26.7%	
7,667 \$	26.7%	
7,688 \$	26.7%	
7,708 \$	26.8%	
7,729 \$	26.8%	
7,750 \$	26.8%	
7,771 \$	26.9%	
7,792 \$	26.9%	
7,813 \$	27.0%	
7,833 \$	27.0%	
7,854 \$	27.0%	
7,875 \$	27.1%	
7,896 \$	27.1%	
7,917 \$	27.1%	
7,938 \$	27.2%	
7,958 \$	27.2%	
7,979 \$	27.3%	
8,000 \$	27.3%	
8,021 \$	27.3%	
8,042 \$	27.4%	
8,063 \$	27.4%	
8,083 \$	27.4%	
8,104 \$	27.5%	
8,125 \$	27.5%	
8,146 \$	27.5%	
8,167 \$	27.6%	
8,188 \$	27.6%	
8,208 \$	27.6%	
8,229 \$	27.7%	

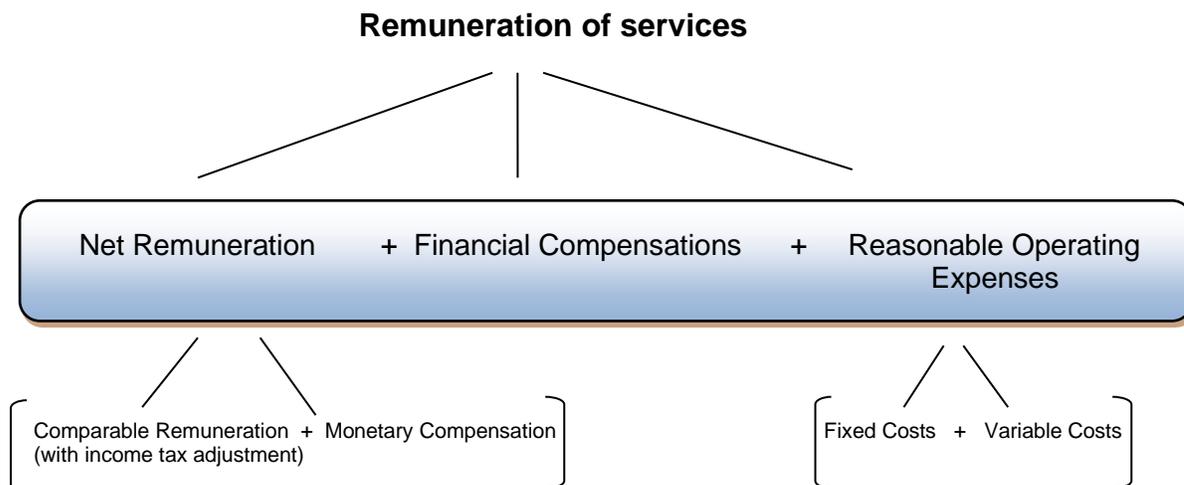
Remuneration related to support or assistance		
Monthly	Adjustment %	
8,250	27.7%	\$
8,271	27.8%	\$
8,292	27.8%	\$
8,313	27.9%	\$
8,333	27.9%	\$
8,354	28.0%	\$
8,375	28.0%	\$
8,396	28.0%	\$
8,417	28.1%	\$
8,438	28.1%	\$
8,458	28.2%	\$
8,479	28.2%	\$
8,500	28.3%	\$
8,521	28.3%	\$
8,542	28.3%	\$
8,563	28.4%	\$
8,583	28.4%	\$
8,604	28.5%	\$
8,625	28.5%	\$
8,646	28.6%	\$
8,667	28.6%	\$
8,688	28.6%	\$
8,708	28.7%	\$
8,729	28.7%	\$
8,750	28.8%	\$
8,771	28.8%	\$
8,792	28.8%	\$
8,813	28.9%	\$
8,833	28.9%	\$
8,854	29.0%	\$
8,875	29.0%	\$
8,896	29.0%	\$
8,917	29.1%	\$
8,938	29.1%	\$
8,958	29.2%	\$
8,979	29.2%	\$
9,000	29.2%	\$
9,021	29.3%	\$
9,042	29.3%	\$
9,063	29.3%	\$
9,083	29.4%	\$
9,104	29.4%	\$
9,125	29.5%	\$
9,146	29.5%	\$
9,167	29.5%	\$
9,188	29.6%	\$
9,208	29.6%	\$
9,229	29.7%	\$
9,250	29.7%	\$
9,271	29.7%	\$
9,292	29.8%	\$
9,313	29.8%	\$
9,333	29.9%	\$
9,354	29.9%	\$
9,375	29.9%	\$
9,396	30.0%	\$
9,417	30.0%	\$
9,438	30.1%	\$
9,458	30.1%	\$
9,479	30.1%	\$
9,500	30.2%	\$
9,521	30.2%	\$
9,542	30.2%	\$
9,563	30.3%	\$
9,583	30.3%	\$
9,604	30.4%	\$
9,625	30.4%	\$
9,646	30.4%	\$
9,667	30.5%	\$
9,688	30.5%	\$
9,708	30.5%	\$
9,729	30.6%	\$
9,750	30.6%	\$
9,771	30.6%	\$
9,792	30.7%	\$
9,813	30.7%	\$
9,833	30.8%	\$
9,854	30.8%	\$
9,875	30.8%	\$
9,896	30.9%	\$
9,917	30.9%	\$
9,938	30.9%	\$
9,958	31.0%	\$
9,979	31.0%	\$
10,000	31.0%	\$
10,021	31.1%	\$
10,042	31.1%	\$

Remuneration related to support or assistance		
Monthly	Adjustment %	
10,063	31.1%	\$
10,083	31.2%	\$
10,104	31.2%	\$
10,125	31.2%	\$
10,146	31.3%	\$
10,167	31.3%	\$
10,188	31.3%	\$
10,208	31.4%	\$
10,229	31.4%	\$
10,250	31.4%	\$
10,271	31.5%	\$
10,292	31.5%	\$
10,313	31.5%	\$
10,333	31.6%	\$
10,354	31.6%	\$
10,375	31.6%	\$
10,396	31.7%	\$
10,417	31.7%	\$
10,438	31.7%	\$
10,458	31.7%	\$
10,479	31.8%	\$
10,500	31.8%	\$
10,521	31.8%	\$
10,542	31.9%	\$
10,563	31.9%	\$
10,583	31.9%	\$
10,604	32.0%	\$
10,625	32.0%	\$
10,646	32.0%	\$
10,667	32.1%	\$
10,688	32.1%	\$
10,708	32.1%	\$
10,729	32.1%	\$
10,750	32.2%	\$
10,771	32.2%	\$
10,792	32.2%	\$
10,813	32.3%	\$
10,833	32.3%	\$
10,854	32.3%	\$
10,875	32.4%	\$
10,896	32.4%	\$
10,917	32.4%	\$
10,938	32.4%	\$
10,958	32.5%	\$
10,979	32.5%	\$
11,000	32.5%	\$
11,021	32.6%	\$
11,042	32.6%	\$
11,063	32.6%	\$
11,083	32.6%	\$
11,104	32.7%	\$
11,125	32.7%	\$
11,146	32.7%	\$
11,167	32.7%	\$
11,188	32.8%	\$
11,208	32.8%	\$
11,229	32.8%	\$
11,250	32.9%	\$
11,271	32.9%	\$
11,292	32.9%	\$
11,313	32.9%	\$
11,333	33.0%	\$
11,354	33.0%	\$
11,375	33.0%	\$
11,396	33.0%	\$
11,417	33.1%	\$
11,438	33.1%	\$
11,458	33.1%	\$
11,479	33.1%	\$
11,500	33.2%	\$
11,521	33.2%	\$
11,542	33.2%	\$
11,563	33.3%	\$
11,583	33.3%	\$
11,604	33.3%	\$
11,625	33.3%	\$
11,646	33.4%	\$
11,667	33.4%	\$
11,688	33.4%	\$
11,708	33.4%	\$
11,729	33.5%	\$
11,750	33.5%	\$
11,771	33.5%	\$
11,792	33.5%	\$
11,813	33.6%	\$
11,833	33.6%	\$
11,854	33.6%	\$

Remuneration related to support or assistance		
Monthly	Adjustment %	
11,875	33.6%	\$
11,896	33.6%	\$
11,917	33.7%	\$
11,938	33.7%	\$
11,958	33.7%	\$
11,979	33.7%	\$
12,000	33.8%	\$
12,021	33.8%	\$
12,042	33.8%	\$
12,063	33.8%	\$
12,083	33.9%	\$
12,104	33.9%	\$
12,125	33.9%	\$
12,146	33.9%	\$
12,167	34.0%	\$
12,188	34.0%	\$
12,208	34.0%	\$
12,229	34.0%	\$
12,250	34.0%	\$
12,271	34.1%	\$
12,292	34.1%	\$
12,313	34.1%	\$
12,333	34.1%	\$
12,354	34.2%	\$
12,375	34.2%	\$
12,396	34.2%	\$
12,417	34.2%	\$
12,438	34.2%	\$
12,458	34.3%	\$
12,479	34.3%	\$
12,500	34.3%	\$
12,521	34.3%	\$
12,542	34.4%	\$
12,563	34.4%	\$
12,583	34.4%	\$
12,604	34.4%	\$
12,625	34.4%	\$
12,646	34.5%	\$
12,667	34.5%	\$
12,688	34.5%	\$
12,708	34.5%	\$
12,729	34.6%	\$
12,750	34.6%	\$
12,771	34.6%	\$
12,792	34.6%	\$
12,813	34.7%	\$
12,833	34.7%	\$
12,854	34.7%	\$
12,875	34.7%	\$
12,896	34.8%	\$
12,917	34.8%	\$
12,938	34.8%	\$
12,958	34.8%	\$
12,979	34.9%	\$
13,000	34.9%	\$
13,021	34.9%	\$
13,042	34.9%	\$
13,063	35.0%	\$
13,083	35.0%	\$
13,104	35.0%	\$
13,125	35.0%	\$
13,146	35.1%	\$
13,167	35.1%	\$
13,188	35.1%	\$
13,208	35.1%	\$
13,229	35.2%	\$
13,250	35.2%	\$
13,271	35.2%	\$
13,292	35.2%	\$
13,313	35.3%	\$
13,333	35.3%	\$
13,354	35.3%	\$
13,375	35.3%	\$
13,396	35.3%	\$
13,417	35.4%	\$
13,438	35.4%	\$
13,458	35.4%	\$
13,500	35.5%	\$
13,521	35.5%	\$
13,542	35.5%	\$
13,563	35.5%	\$
13,583	35.5%	\$
13,604	35.6%	\$
13,625	35.6%	\$
13,646	35.6%	\$
13,667	35.6%	\$
13,688	35.7%	\$

Remuneration related to support or assistance		
Monthly	Adjustment %	
13,708	35.7%	\$
13,729	35.7%	\$
13,750	35.7%	\$
13,771	35.7%	\$
13,792	35.8%	\$
13,813	35.8%	\$
13,833	35.8%	\$
13,854	35.8%	\$
13,875	35.9%	\$
13,896	35.9%	\$
13,917	35.9%	\$
13,938	35.9%	\$
13,958	35.9%	\$
13,979	36.0%	\$
14,000	36.0%	\$
14,021	36.0%	\$
14,042	36.0%	\$
14,063	36.0%	\$
14,083	36.1%	\$
14,104	36.1%	\$
14,125	36.1%	\$
14,146	36.1%	\$
14,167	36.2%	\$
14,188	36.2%	\$
14,208	36.2%	\$
14,229	36.2%	\$
14,250	36.2%	\$
14,271	36.3%	\$
14,292	36.3%	\$
14,313	36.3%	\$
14,333	36.3%	\$
14,354	36.3%	\$
14,375	36.4%	\$
14,396	36.4%	\$
14,417	36.4%	\$
14,438	36.4%	\$
14,458	36.4%	\$
14,479	36.5%	\$
14,500	36.5%	\$
14,521	36.5%	\$
14,542	36.5%	\$
14,563	36.5%	\$
14,583	36.6%	\$
14,604	36.6%	\$
14,625	36.6%	\$
14,646	36.6%	\$
14,667	36.6%	\$
14,688	36.6%	\$
14,708	36.7%	\$
14,729	36.7%	\$
14,750	36.7%	\$
14,771	36.7%	\$
14,792	36.7%	\$
14,813	36.8%	\$
14,833	36.8%	\$
14,854	36.8%	\$
14,875	36.8%	\$
14,896	36.8%	\$
14,917	36.9%	\$
14,938	36.9%	\$
14,958	36.9%	\$
14,979	36.9%	\$
15,000	36.9%	\$
15,021	36.9%	\$
15,042	37.0%	\$
15,063	37.0%	\$
15,083	37.0%	\$
15,104	37.0%	\$
15,125	37.0%	\$
15,146	37.1%	\$
15,167	37.1%	\$
15,188	37.1%	\$
15,208	37.1%	\$
15,229	37.1%	\$
15,250	37.1%	\$
15,271	37.2%	\$
15,292	37.2%	\$
15,313	37.2%	\$
15,333	37.2%	\$
15,354	37.2%	\$
15,375	37.3%	\$
15,396	37.3%	\$
15,417	37.3%	\$
15,438	37.3%	\$
15,458	37.3%	\$
15,479	37.3%	\$
15,500	37.4%	\$

Remuneration related to support or assistance	
Monthly	Adjustment %
15,521 \$	37.4%
15,542 \$	37.4%
15,583 \$	37.4%
15,604 \$	37.4%
15,625 \$	37.5%
15,646 \$	37.5%
15,667 \$	37.5%
15,688 \$	37.5%
15,708 \$	37.5%
15,729 \$	37.5%
15,750 \$	37.6%
15,771 \$	37.6%
15,792 \$	37.6%
15,813 \$	37.6%
15,833 \$	37.6%
15,854 \$	37.6%
15,875 \$	37.7%
15,896 \$	37.7%
15,917 \$	37.7%
15,938 \$	37.7%
15,958 \$	37.7%
15,979 \$	37.7%
16,000 \$	37.8%



Remuneration Scale Regarding Support or Assistance Services

Related sector of activities	Health and social services sector	
Analogous job retained	Health and social services auxiliary (HSSA)	
Salary range (Group 3588 of the Nomenclature des titres d'emploi, des libellés et des échelles de salaire du réseau de la santé et des services sociaux)	Single rate on the HSSA salary range as of April 1, 2020	
Annualized remuneration (365 days)	\$68,853.60 (Rate in force as of April 1, 2020)	
Provision of services <sup>8</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>8</sup> According to the Form for determination and classification of support and assistance services.

## **Appendix IV**

## **List of Arbitrators**

M<sup>e</sup> Maureen Flynn, Chief Arbitrator

M<sup>e</sup> Richard Bertrand

M<sup>e</sup> Nathalie Faucher

M<sup>e</sup> Denis Gagnon

M<sup>e</sup> Éric Lévesque

M<sup>e</sup> André G. Lavoie

M<sup>e</sup> Denis Provençal

M<sup>e</sup> Pierre-Marc Hamelin

M<sup>e</sup> Valérie Korozs

M<sup>e</sup> Renée Baillargeon

M<sup>e</sup> Julie Blouin

**LETTER OF UNDERSTANDING A**

**BETWEEN THE MINISTER OF HEALTH AND  
SOCIAL SERVICES AND THE REGROUPEMENT  
DES RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ) 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 a specific 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 a written agreement with respect to the costs incurred (financing, shared costs, installation, uninstallation and maintenance), where applicable;
  - c) the preceding paragraph aims to indicate to the parties to the specific agreement the necessity of arriving at a written 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 a written 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 chapter 6 of 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 \_\_\_\_\_ 2022.**

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

## LETTER OF UNDERSTANDING B

## BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE SPECIFIC AGREEMENT

GIVEN section 55 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR, c. R-24.0.2) (*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 such an agreement may not contravene the provisions of the group agreement.

GIVEN that the stability of the living environment is sought by the parties in the best interests of the users.

GIVEN that the Minister and the RESSAQ, 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 make full use of the specific agreement template and the addendum template as forms appended to this Letter of Understanding and cannot derogate from or make changes to it.
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 automatically 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 RESSAQ agree that the resolution of the 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.
4. Therefore, the Minister and the RESSAQ expressly agree:

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<sup>1</sup> Section 56 of the *Act respecting the representation of resources* and clause 1-2.15 of the group agreement.

<sup>2</sup> Arbitration procedure under articles 620 and following of the *Code of Civil Procedure* (CQLR, c. C-25.01).

- 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 template as a form;
- b) that prior to the arbitration procedure for the cases mentioned in paragraph c), the institution and the resource may, by joint agreement, use the mechanisms for concerted action provided for in clause 6-1.04 b) 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, to the exclusion of any recourse before any court:
  - in the case of a dispute concerning the unilateral 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 prevented the specific agreement from being renewed, where the application of the agreement would have entitled the resource to such a renewal;
  - in the case of a dispute caused by the termination of the specific agreement because the resource does not meet one or more of the general criteria determined by the Minister and included in the Frame of reference, on which the resource was evaluated;
- d) that, in the cases mentioned in the preceding paragraph c), the arbitrator must determine whether the decision made by the institution was made on serious grounds;
- e) that, if not, it falls under the purview of the arbitrator to set the amount of the damages and interest that may be due to the resource for the material, bodily or moral injuries it has suffered, including exemplary damages, if applicable;
- f) that, if the arbitrator deems it expedient, he or she may order the parties to discuss, within a timeframe the arbitrator determines, whether the specific agreement can be reinstated and the terms under which this could be achieved. The arbitrator must then, before making the order, send the parties his or her decision as to the merits of the dispute, except for the determination of any damages and interest.
 

The arbitrator may designate a mediator or a conciliator to accompany the parties during such a discussion. If the discussions fail, the arbitrator sets the amount of damages and interest that are due to the resource for the material, bodily or moral injuries it has suffered, including exemplary damages, if applicable;
- g) that, despite any provision contrary to this letter of understanding, the arbitrator may in no way order the reinstatement of a specific agreement that was terminated by the institution nor the renewal of such an agreement whose renewal was prevented by the institution.

5. This letter of understanding also applies to the specific agreements signed between a resource and an institution before the coming into force of this group agreement.
6. The new specific agreement and addendum templates as forms do not apply retroactively and do not alter existing agreements. However, the new templates must be used at the first opportunity to renew or amend the specific agreement.
7. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

# **SPECIFIC AGREEMENT TEMPLATE AS FORM TITLE**

**THE MINISTER OF HEALTH AND SOCIAL SERVICES**

**AND**

**THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ)**

**SPECIFIC AGREEMENT**<sup>1</sup> 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* (CQLR, c. 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>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 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 natural environment, as well as the support or assistance services required by their condition.

**WHEREAS** section 65 of the *Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies* (CQLR, c. O-7.2) provides that the institution carries out the recruitment and the evaluation of the resources in accordance with the general criteria determined by the minister and set out in the Frame of reference.

**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** an institution may use the services of an intermediate resource or of a family-type resource for the purpose of carrying out the mission of the centres it operates.

**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* (CQLR, c. 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 a specific 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 respondents of the Parties for the purpose of their business relationship, and its term.

Institution	Resource

<sup>1</sup> The footnotes in this template do not form an integral part of it and are included only for information purposes.

<sup>2</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.

**WHEREAS** section 312 of the *Act respecting health services and social services* (CQLR, c. S-4.2) (AHSSS) provides that may be recognized as a foster residence, one or two people who receive in their principal place of residence a maximum of nine adults or elderly persons who are entrusted to them by a public institution in order to respond to their needs and afford them living conditions as close to a natural environment as possible.

**WHEREAS** section 1 of the *Act respecting the representation of resources* provides that Act applies to family-type resources within the meaning of the AHSSS and to any natural person responsible for an intermediate resource within the meaning of that Act provided, in the latter case, that the natural person operating the resource meets the requirements provided for in that section.

**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 AHSSS and its regulations, among which the *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (CQLR, c. 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;

2.2.2 of the *Youth Protection Act* (CQLR, c. P-34.1);

2.2.3 of the *Youth Criminal Justice Act* (SC 2002, c.1);

2.2.4 of the group agreement signed on \_\_\_\_\_ 2022 between the Minister of Health and Social Services and the RESSAQ (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 acts, regulations or the Group Agreement.

**3. RECOGNIZED PLACES**

**3.1 Regular Places**

The Parties agree that \_\_\_\_\_ (*number of regular places*) places are recognized unto the Resource in order to lodge the users referred by the Institution. The term of the agreement is stipulated in clause 5.1.1.

Institution	Resource

**3.2 Specific Places (used for any situation related to a particular user)**

The Parties agree that \_\_\_\_\_ (number of places for identified users) places are recognized for the Resource to receive the user or users: \_\_\_\_\_ (*confidential identification of the user(s)*) referred by the Institution. On departure of this user or these users, the place or places will be closed. In the event that the specific agreement provides **only** for specific places, the term of the agreement is set out in section 5.1.2.

**4. TYPE OF USERS**

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

4.1.1 Child or adult users

Child:  Adult:

4.1.2 Services Programs and Specifications

Services Programs	Specifications on the Type of Users <i>(special terms may be agreed upon)</i>
Young persons with adjustment problems: <input type="checkbox"/>	<input type="text"/>
Mentally impaired: <input type="checkbox"/>	<input type="text"/>
Autism spectrum disorder: <input type="checkbox"/>	<input type="text"/>
Physically impaired: <input type="checkbox"/>	<input type="text"/>
Mental health: <input type="checkbox"/>	<input type="text"/>
Addictions: <input type="checkbox"/>	<input type="text"/>
Autonomy support for seniors: <input type="checkbox"/>	<input type="text"/>
Others: <input type="checkbox"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>
Institution	Resource

## 5. TERM

### 5.1 Initial Term and Effective Date of the Agreement<sup>3,4,5</sup>

5.1.1 The term of this agreement is \_\_\_\_\_ (\_\_\_\_) (*number, first in writing, then in figures*) \_\_\_\_\_ (*years, months, days*), commencing on \_\_\_\_\_ (date), unless it is prematurely terminated under other provisions of the specific agreement.

OR

5.1.2 The term of the agreement, for a resource having only one or more specific places, comes into force on \_\_\_\_\_ (date of arrival of the first user) and ends on the date of final departure of the last user unless the **order** of placement is ended or the agreement is prematurely terminated under other provisions of the specific agreement

### 5.2 Renewal<sup>6,7,8</sup>

5.2.1 This agreement is automatically renewed at its term, \_\_\_\_\_ (number) time(s), for an equal term and on 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 that term, which notice must indicate the reason preventing such a renewal—such reason may be economic in nature.

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

5.2.3 For a resource having only one or more specific places, no renewal of the specific agreement is applicable in accordance with clause 5.1.

### 5.3 Absence of Presumption

5.3.1 Unless the specific agreement is prematurely terminated in accordance with any of its other provisions, this agreement ends at the expiry of the term set in this article. Consequently, the continuation of the business relationship between the Parties after the term's expiry cannot in any way be construed as a roll-over, renewal, extension or continuation of the specific agreement.

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Institution

Resource

<sup>3</sup> The Minister has promised to take the necessary steps so that the specific agreements entered into have an initial term of at least 3 years, except if there are reasons justifying a shorter term. (Letter of Understanding No. 7 of the informative section).

<sup>4</sup> Clause 5.1.1 may be adapted so that the specific agreement begins on a date set by the parties, or on the occurrence of a specific event.

<sup>5</sup> In certain special situations, the term of the specific agreement may be limited to a period of time defined in the clause 5.1.2.

<sup>6</sup> The Minister has promised to take the necessary steps so that the specific agreement include at least one automatic renewal that may be prevented only if there is a reason, including an economic reason (Letter of Understanding No. 7 of the informative section), to prevent it. The parties may agree on more than one automatic renewal.

<sup>7</sup> The Minister has promised to take the necessary steps so that the time in which a notice of non-renewal is sent be of at least 90 days (Letter of Understanding No. 7 of the informative section).

<sup>8</sup> The institution may, before proceeding with the non-renewal of a resource due to a lack of users, after re-evaluating the resource, offer the resource the possibility of modifying its client profile in order to accommodate other types of users.

**5.4 Termination of the Agreement**

5.4.1 By Mutual Consent

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

5.4.2 Without Notice

5.4.2.1 This agreement will be terminated, without notice, if one of the following events occurs:

- assignment of the specific agreement;
- the Resource no longer carries out its activities in its principal place of residence.

5.4.2.2 In such a case, the Parties agree on a reasonable time period, given the circumstances, to proceed with the users' transfer.

5.4.3 For Serious Reasons

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

5.4.3.2 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.

5.4.4 Non-Compliance with the Criteria

5.4.4.1 If the resource no longer meets one or more of the general recognition criteria determined by the Minister in the Frame of reference and according to which the resource was evaluated.

**6. MODIFICATION BY MUTUAL CONSENT**

6.1 This agreement may be amended at any time with the mutual consent of the Parties.

6.2 However, any modification must be recorded in writing by means of an addendum, a copy of which must be recorded in the Resource's file and another given to the Resource.

**7. PARTIES' POINT OF CONTACT**

**7.1 Identification**

7.1.1 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
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Institution	Resource

**For the Resource:**

name(s) and contact information
---------------------------------

**7.2 Replacement**

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

**7.3 Notices**

7.3.1 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.

**8. PROCEEDINGS**

**8.1 Mechanisms for Concerted Action and Arbitration Procedure**

8.1.1 The Parties subscribe to Letter of Understanding B, which forms an integral part of the Group Agreement for the purposes of this agreement.

8.1.2 The Parties agree, among others:

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

8.1.2.2 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 concerning the termination of the specific agreement because the Resource does not meet one or more of the general recognition criteria determined by the Minister and included in the Frame of reference, on which the resource was evaluated;
- 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 Letter of Understanding B, forming an integral part of the Group Agreement.

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Institution

Resource

**9. GENERAL PROVISIONS**

**9.1 Assignment**

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

9.1.2 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 6.2 of this agreement apply.

**10. SIGNATURE AND DELIVERY OF THE SPECIFIC AGREEMENT**

10.1 Each Party must initial each page of the specific agreement and sign it as well as any addenda when an amendment is made.

10.2 A copy of the specific agreement or of any addenda, signed by the Parties, must be provided to each Party.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:**

**For the Institution:**

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**For the Resource:**

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Institution	Resource

**ADDENDUM #**  
*(Attached to the specific agreement.  
Amendment under Section 6)*

**BETWEEN:** \_\_\_\_\_  
(name and address)

**hereinafter referred to as the "Institution";**

**AND:** \_\_\_\_\_  
(name and address)

\_\_\_\_\_  
(name and address)

**hereinafter referred to as the "Resource";**

**hereinafter collectively referred to as the "Parties".**

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**WHEREAS** the Institution and the Resource have signed a specific agreement establishing the terms of the business relationship between the Parties on \_\_\_\_\_  
(*date*) (the Specific Agreement);

**WHEREAS** the Parties may, pursuant to the Section 6 of the Specific Agreement, modify the latter by mutual consent by means of an addendum, regarding 1) the identification of the Resource's points of contact; 2) the number of recognized places; and 3) the type of users who may be entrusted to it;

**WHEREAS** the Parties wish to modify one or more of the matters provided for in the Specific Agreement or resulting from previous addenda, during the term of the Specific Agreement;

**WHEREAS** this addendum, once signed, applies to and forms an integral part of the Specific Agreement between the Parties.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Preamble**

The preamble to this addendum forms an integral part thereof.

**2. Modification as to the Identification of the Resource's person responsible**

The Parties agree that the Resource's person responsible is, or are, currently the following as of \_\_\_\_\_ (*effective date*).

\_\_\_\_\_  
\_\_\_\_\_

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Institution                      Resource

**3. Modification as to the Number of Recognized Places**

The Parties agree that **(number of regular places)** is or are recognized unto the Resource in order to lodge the users referred by the Institution as of \_\_\_\_\_ (effective date).

The Parties agree that **(number of specific places for the user(s) identified)** places are recognized unto the Resource to lodge the user(s): \_\_\_\_\_ (confidential identification of the user(s)) referred by the Institution as of \_\_\_\_\_ (effective date). On final departure of this user or these users, the specific place or places will be closed.

**4. Modification as to the Type of User**

The Parties agree that the following type(s) of user(s) may be entrusted to the Resource by the Institution as of \_\_\_\_\_ (effective date):

**4.1 Child or adult users**

Child:  Adult:

**4.2 Services Programs and Specifications**

Services Programs	Specifications on the Type of Users <i>(special terms may be agreed upon)</i>
Young persons with adjustment problems: <input type="checkbox"/>	<input type="text"/>
Mentally impaired: <input type="checkbox"/>	<input type="text"/>
Autism spectrum disorder: <input type="checkbox"/>	<input type="text"/>
Physically impaired: <input type="checkbox"/>	<input type="text"/>
Mental health: <input type="checkbox"/>	<input type="text"/>
Addictions: <input type="checkbox"/>	<input type="text"/>
Autonomy support for seniors: <input type="checkbox"/>	<input type="text"/>
Others: <input type="checkbox"/>	<input type="text"/>

Institution

Resource

**5. Effect of this Addendum**

The terms and conditions of the Specific Agreement that are not modified by this addendum continue to have full force and effect between the Parties.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN TWO (2) COPIES (ONE FOR THE RESOURCE AND ONE FOR THE INSTITUTION):**

**For the Institution:**

In \_\_\_\_\_

On \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**For the Resource:**

In \_\_\_\_\_

On \_\_\_\_\_

By:

Name # 1: \_\_\_\_\_

Signature: \_\_\_\_\_

Name # 2: \_\_\_\_\_

Signature: \_\_\_\_\_

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Institution

Resource

**LETTER OF UNDERSTANDING C**

**BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE EXPRESSION OF RESTRICTED OR IRREGULAR AVAILABILITY OR OF A PERIOD OF UNAVAILABILITY OF AN UNOCCUPIED PLACE**

GIVEN section 55 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR, c. R-24.0.2), which provides that a specific agreement between the institution and the resource must only concern four matters, including the number of recognized places assigned to the resource.

GIVEN that the parties deem it expedient that the institution and the resource be able to agree on the restricted or irregular availability or of a period of unavailability of an unoccupied place in order to establish the terms of payment of the remuneration under the circumstances.

GIVEN that the parties recognize that unoccupied places are recognized as being available at all times.

**The parties agree as follows:**

1. Any period of restricted or irregular availability or of unavailability of an unoccupied place or places must be agreed upon between the resource and the institution.
2. The institutions and resources shall use the form attached to this letter of understanding to agree on the restricted or irregular availability or on a period of unavailability of an unoccupied place.
3. The provisions provided for in the form are applicable until the date agreed by the parties.
4. This letter of understanding forms an integral part of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.**

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

**FORM SETTING OUT THE MANNER IN WHICH RESTRICTED OR IRREGULAR  
AVAILABILITY OR A PERIOD OF UNAVAILABILITY OF AN UNOCCUPIED  
PLACE IS TO BE EXPRESSED**

**MINISTER OF HEALTH AND SOCIAL SERVICES AND  
THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES  
ADULTES DU QUÉBEC (RESSAQ)**

Identification of the persons responsible for the resource (last name, first name):

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### 1. Restricted Availability Places

The resource has \_\_\_ (number of places) restricted availability place(s). These places are available for specific users only and for which the parties agree that the place or places identified to those users are not available on days on which they are unoccupied. A new place may be recognized and put on restricted availability to receive a specific user if the resource and the institution so agree.

Restricted availability concerns the following situations:

- An intermittent placement on a temporary basis of a user who is the sibling of another user, already lodging in the resource;
- An intermittent placement on a temporary basis of a user who has already been lodged in the resource.

On days when these places are unavailable, they do not entitle the resource to payment of the reasonable operating expenses provided for under clause 3-7.02. This provision may not be used by the institution to prevent the payment of an allowance for reasonable operating expenses for an intermittent placement in an existing available place under the specific agreement.

Confidential identification of users:

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Details:

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The period of restricted availability ends on \_\_\_\_\_ (date or event<sup>1</sup>).

### 2. Irregular Availability Places

The resource has \_\_\_ (number of places) irregular availability place(s). These places are available for users for specific periods (weekdays, months of the year, etc.).

On days when these places are unavailable, they do not entitle the resource to payment of the reasonable operating expenses provided for under clause 3-7.02.

This provision may not be used by the institution to prevent the payment of an allowance for reasonable operating expenses for an intermittent placement in an existing available place under the specific agreement.

Institution	Resource

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<sup>1</sup> For example, the event could be the end of the specific agreement.

**Continuous days**<sup>2</sup>

Start date:	
End date:	

Details:

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**Set days**<sup>3</sup>

Start date:	
End date:	

Details:

--

**Variable days**<sup>4</sup>

Start date:	
End date:	

Details:

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**3. Period of Unavailability of an Unoccupied Place**

The resource has \_\_\_\_\_ (number of places) unavailable places for the periods identified hereunder. These places are not available for users during those periods.

On days when these places are unavailable, they do not entitle the resource to payment of the reasonable operating expenses provided for under clause 3-7.02.

Institution	Resource

<sup>2</sup> Continuous days are consecutive days or a set period of time.

<sup>3</sup> Set days are specific days of the week.

<sup>4</sup> Variable days are identified dates.

Start date:	
End date:	

Details :

A certified copy of the signed form must be given to the resource.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:**

**For the Institution:**

**For the Resource:**

In \_\_\_\_\_, on \_\_\_\_\_

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Institution	Resource

## **INFORMATIVE SECTION**

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

## LETTER OF UNDERSTANDING N° 1

## BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE CLASSIFICATION EXAMINATION PROCEDURE

GIVEN the *Act respecting Health Services and Social Services* (CQLR, c. S-4.2).

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

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

GIVEN that the Minister intends to guide the institutions in the interpretation of the Form.

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. Any institution that uses the services of intermediate resources or family-type resources must maintain a classification examination procedure to handle examination requests made by resources—which procedure shall be adapted according to the changes made to this letter of understanding—no later than 90 days after the group agreement entered into by the parties has come into force.
3. This procedure must be separate from any other mechanism for disagreement resolution.
4. This procedure must have the following characteristics:
  - a) it must be under the responsibility of a manager, designated by the institution, the manager must have a certain degree of clinical knowledge;
  - b) the manager must receive a resource's written request for modification, which must be sent within 10 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 manager 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 manager 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 examination, the resource must be given the opportunity to present its observations to that person. The resource may be accompanied by a representative of the RESSAQ;
- i) the person responsible gives his or her recommendations to the manager, who must deliver a decision, in writing and with reasons to the resource, within a reasonable time period from the request for examination, while taking into account the circumstances; if the decision is not rendered within 30 days of the request for examination, it must be given priority treatment by the institution;
- j) the analysis of the request for examination by the person responsible and the ensuing decision made by the officer must essentially aim at ensuring that the support or 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 modify the classification, the modification is retroactive to the date of coming into force of the classification that was submitted to the examination procedure. The duly filled out Form must then be given to the resource in compliance with the Regulation;
- l) the institution's decision, made through its manager, cannot be subject to any proceedings of any sort, particularly not to the arbitration procedure provided for in clause 6-3.00 of the group agreement;
- m) notwithstanding anything to the contrary in this letter of understanding, for non-payment of the retroactivity, if applicable, the mechanisms for concerted action and the procedures for the settlement of disagreements and arbitration apply.

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 \_\_\_\_\_ 2022.**

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

## **LETTER OF UNDERSTANDING N° 2**

## **BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE MEASURE CONCERNING EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MESAS)**

GIVEN that the physical or behavioural problems of a minority of users which require from the resource such things as a one-on-one service provider or even two service providers for a single user for 10-hour period or more per day, every day.

GIVEN that the institution' decision to direct or maintain such users in a resource is the one most appropriate to ensure their needs are met.

GIVEN that these services, required by the institution, go beyond what is provided for in the Form for determining the classification of support or assistance services according to their intensity, thereby potentially having financial impacts that exceed the remuneration framework provided for in the group agreement.

GIVEN that the terms defining the additional daily remuneration set out in Letter of understanding no. 3 are not aimed at covering such an intensity of services.

GIVEN that the goal sought by the parties is to agree on a targeted solution for such users through a centralized procedure, which ensures the consistency and harmonization of practices among all resources and institutions.

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

1. A measure concerning exceptional support or assistance services is established. It will be defined and administered by the Ministère.
2. The institution may, if it considers it necessary, send the Ministère an application for recourse to the exceptional support or assistance services measure. It must contain the clinical information justifying the measure.
3. Any resource that considers itself to be entitled to the exception support or assistance services measure on behalf of a user who is entrusted to it may also make the application to its institution. Such a written request must include reasons.
4. Once it has received such an application, the institution meets the resource and analyses its admissibility. If the application is considered to be admissible by the institution, the latter will forward it to the Minister.
5. The exception support or assistance services measure is granted for a specific period of time.
6. The measure may be the object of a request for an extension, made by the institution, at the expiry of the period specified.
7. The Ministère is responsible for determining the admissibility of the measure and the budgetary framework it entails.

8. In the case where payment for the exceptional support or assistance services measure is not made, the mechanisms for concerted action and the settlement of disagreements apply. Apart from this case, it is expected that this letter of understanding is not arbitrable.
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 \_\_\_\_\_ 2022.

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

**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. To determine if a requirement justifies an additional daily remuneration in addition to the applicable remuneration, the institutions and resources use the eligibility criteria attached to this letter of understanding.
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 that has made a written application 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 all of the 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. In the case of non-payment of the additional daily remuneration, the mechanisms for concerted action, the procedure for the settlement of disagreements and the arbitration procedure apply. Apart from this case, it is expected that this letter of understanding is not arbitrable.

11. The additional daily remuneration is not subject to an income tax adjustment.
12. If, for the same user, multiple criteria justify an additional daily remuneration, the remuneration percentages must be added to each other.
13. 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 \_\_\_\_\_ 2022.**

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

## Additional Daily Remuneration Eligibility Criteria

The evaluation of a user's needs, and of the frequency and the duration of the intervention, must be made in respect of the services that the resource is to provide in response to the requirements stated by the institution.

To determine if a requirement justifies an additional daily remuneration, the institution must carry out the evaluation of a user's needs and of the user's condition. The Form must be up-to-date in accordance with section 6 of the Regulation respecting the classification of services and include details, in the section provided to that effect, under the descriptors related to the eligibility criteria.

ELIGIBILITY CRITERIA	APPLICABLE REMUNERATION
<b>1) Services to be provided to a user at night</b>	
<ul style="list-style-type: none"> <li>• Each night, the resource must usually get up, either continuously or repeatedly, to provide services to the user.</li> <li>• To be eligible, the services must be provided to the user between 11 p.m. and 6 a.m.</li> <li>• Services usually end after a 3-month period. However, they may exceed that period provided the justification given by the institution is accepted by the Ministère.</li> </ul>	1 to less than 3 hours: 15% 3 hours or more: 30%
<b>2) A service to be provided to a user whose characteristics require the presence of 2 persons</b>	
<ul style="list-style-type: none"> <li>• To provide the service determined and detailed in the Form for the determination and classification of support and assistance services, two persons are required, at the same time, at the user's side, each day.</li> </ul>	Less than 1 hour: 10% 1 to less than 3 hours: 20% 3 hours or more: 30%
<b>3) One-on-one services for a user in difficulty in relation to one or more behaviour descriptors (impulses, emotions, relational ability, self-destructive behaviour)</b>	
<ul style="list-style-type: none"> <li>• The resource must provide an accompaniment-type service or a form of control which requires a constant (one-on-one) presence, over a continuous period, at the side of a user who is experiencing behavioural difficulty.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• The resource must provide a control-type service which requires a constant (one-on-one) presence at the side of a user who is experiencing behavioural difficulty. The service are required at the user's side for an intermittent period of more than 3 hours every day.</li> </ul>	2 to less than 6 hours: 15% 6 to less than 10 hours: 30%  OR  ADR of 15%

**ELIGIBILITY CRITERIA**

**APPLICABLE  
REMUNERATION**

**4) Services to be provided while a user’s socioprofessional or educational integration activities have been suspended or are upcoming**

- The user is waiting to be integrated or re-integrated into his or her socioprofessional or educational activities.
- The goal of a user’s intervention plan, is to have the user attend integration activities and maintain his or her attendance at those activities.
- The resource must temporarily provide integration activities—in accordance with the full programming of such activities, including their frequency and schedule—which would normally be provided outside the resource or by a third party.
- The service usually ends after a three-month period. However, they may exceed that period provided the justification given by the institution is accepted by the Ministère.

ADR of 25%

**5) One or more high-intensity services under the Physical (care) descriptor**

- The resource must accompany a user who presents a risk or difficulty in performing a number of exercises or means recommended by a health professional, in continuous or intermittent manner totaling more than 3 hours per day.
- Applies only to users requiring interventions at 16.4, 16.5 or 16.6 intensities under the Physical (care) descriptor.

ADR of 15%

**6) Automatic criteria for users requiring high-intensity services**

This criteria applies automatically and only to level 5 or 6 users.

ADR of 10% for each user

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**7) Increased service in relation to the maintenance of the living environment when the service is linked to a user's condition**

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- The service required is defined by a protocol or a directive issued by a competent authority requiring special hygiene measures prescribed for a user.

OR

- The institution requires the full cleaning of a user's bed more than once a day, every day.

ADR of 10%

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**8) Service in relation to co-operation with the institution**

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- The resource must participate in a meeting with the institution, for more than two hours, without the user's presence, each week, for a period that exceeds three consecutive weeks.

- These meetings must be in relation to a specific user.

ADR of 5%

## **LETTER OF UNDERSTANDING N° 4**

## **BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING INSURANCE AND THE MAINTENANCE OF THE PERSONAL PROPERTY AND LIABILITY INSURANCE PROGRAM FOR FAMILY-TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE RESOURCES INCLUDING THEIR USERS**

GIVEN the obligation for a Resource 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, from the time they sign a specific agreement, in the personal property and liability insurance program for resources covered by the LRR (FTR and some IR) (Program).

GIVEN the civil and professional liability insurance offered by the Program covering claims or proceedings resulting from bodily injuries or material damages caused by the users referred to the resources and for which the resource 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 Program 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 totaling up to \$500 per year, non-indexed, when the resource suffers material 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 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.
3. To maintain the automatic enrolment of the resources in the civil and professional liability and property insurance Program for the term of the group agreement, subject to the conditions and exclusions set out in the policies.
4. To comply with the implementing provisions of the Program.

5. To renew the reimbursement, by the institution, of an amount totaling up to \$500 per year, non-indexed, when the resource suffers material damages attributable to a user with whom it was entrusted.
6. 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.
7. 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 \_\_\_\_\_ 2022.

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

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* (CQLR, c. R-24.0.2, hereinafter: *Act respecting the representation of resources*) 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* (CQLR, c. S-4.2) and its regulations.

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 an 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>23</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.

**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".

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<sup>23</sup> Section 56 of the *Act respecting the representation of resources* and clause 1-2.15 of the group agreement.

2. The Minister implements, for each of the representing associations recognized, a Partners' Table mandated with drawing up an assessment of the implementation of the organization of services within resources in accordance with the Frame of reference.
3. This committee falls under the responsibility of the Direction générale des aînés et des proches aidants.
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 \_\_\_\_\_ 2022.

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

**LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) 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 the arbitration procedure may take place before a single arbitrator.

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

GIVEN that section 128 of the *Act respecting the Barreau du Québec* (CQLR, c. 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* (CQLR, c. B-1).
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 \_\_\_\_\_ 2022.

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé

## LETTER OF UNDERSTANDING N° 7

## BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENIELLES ADULTES DU QUÉBEC (RESSAQ) 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* (CQLR, c. R-24.0.2) (*Act respecting the representation of resources*), 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 matters, 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 RESSAQ:
  - 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, 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. For the purposes of this Letter of understanding, a resource and an institution who have entered into a specific agreement that is due for renewal or whose term is about to expire, and who wish to continue their business relationship, may enter into a specific agreement on the same conditions as those provided for in clause 1 a) of this Letter of understanding. However, they must do so using the new specific agreement template provided for in this agreement.
4. Upon the signing of the group agreement, any and all specific agreements with an automatic renewal clause shall be construed as allowing for a single renewal under the same term and conditions.
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 \_\_\_\_\_ 2022.

**THE REGROUPEMENT DES RESSOURCES  
RÉSIDENTIELLES ADULTES DU QUÉBEC  
(RESSAQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Hugo Légaré, president

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Christian Dubé