

GROUP AGREEMENT

BETWEEN

THE MINISTER OF HEALTH AND SOCIAL SERVICES

HEREINAFTER REFERRED TO AS “THE MINISTER”

AND

**THE SECTION DES RÉSIDENCES D’ACCUEIL
À L’ADULTE CSD (SRAA CSD)**

HEREINAFTER REFERRED TO AS “THE SECTION”

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CHAPITRE 1-0.00 GENERAL PROVISIONS

1-1.00 Purpose of the Agreement

1-1.01

The purpose of the agreement is to:

- a) establish and maintain orderly relations between the parties, the institutions and the resources referred to herein;
- b) state the provisions agreed upon in accordance with sections 32 and following of the *Act respecting the representation of resources*, which provisions may not contradict any applicable laws or 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, unless the context indicates otherwise, the words, terms and expressions that have been given a specific meaning have the meaning respectively assigned to them.

1-2.02 Base Year

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

1-2.03 To Accompany

The action, for the association or the Section des résidences d'accueil à l'adulte CSD, of accompanying and helping a resource in an ongoing process provided for in the agreement and in its informative section, of informing a resource on the manner in which procedures are conducted and of helping it clarify the points that the resource wishes to put forward.

1-2.04 Association

Any of the resource associations forming part of the grouping of associations constituted by the Section des résidences d'accueil à l'adulte CSD, duly recognized as such in accordance with sections 3 and following of the *Act respecting the representation of resources*.

1-2.05 Frame of Reference

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

1-2.06 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).

1-2.07 Spouses

Means two persons who are:

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

1-2.08 CSD

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

1-2.09 Agreement

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

1-2.10 Specific Agreement

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

1-2.11 Institution

A public institution within the meaning of the AHSSS.

1-2.12 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.

1-2.13 Form

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

1-2.14 Act respecting the representation of resources

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

1-2.15 AHSSS

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

1-2.16 Disagreement

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

1-2.17 Ministère

The ministère de la Santé et des Services sociaux.

1-2.18 Minister

The Minister of Health and Social Services.

1-2.19 Parties

The Minister and the Section des résidences d'accueil à l'adulte CSD.

1-2.20 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).

1-2.21 Resource

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

1-2.22 The Section

The Section des résidences d'accueil à l'adulte CSD (SRAA CSD), formerly known as the Alliance nationale des associations démocratiques des ressources à l'adulte du Québec (ADRAQ CSD), as a grouping of resource associations for adults on behalf of associations belonging to it and affiliated to the Centrale des syndicats démocratiques (CSD).

1-2.23 User

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

1-3.00 Fundamental Principles

1-3.01

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

1-3.02

Through their representatives, the parties, associations, institutions and resources declare that, in their relations, they favor fairness, good faith and a partnership spirit, as well as the values of humanism, dignity, respect, integrity, trust, commitment and simplicity. To that end, the parties shall act with diligence and in compliance with the law, applicable regulations and the agreement.

Partnership is the active participation of the stakeholders concerned in pooling their efforts in order to achieve an objective in which they have an interest or motivation, given their respective roles and responsibilities.

1-3.03

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

1-3.04

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

1-3.05

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

1-3.06

The institution is accountable for the quality of the services provided to the users and for the continuum of those services.

1-3.07

The resource is accountable for the quality of the living 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 living environment that is adapted to their needs, by providing the support and assistance services required by their condition, and by ensuring their protection.

Where a user stays elsewhere than in the resource and is taken in charge by another person who is authorized by the institution or by the institution directly, the resource cannot be held responsible for the quality of the services provided by that other person or the institution during that period.

The resource's services are not considered to be interrupted to the extent that the services provided for in the *Regulation respecting classification* and the Form may be concretely applicable while the user is taken in charge by a third party or by another institution, in particular the accompaniment of the user to ensure the latter receives adequate monitoring of all the health and social services required. It is understood that this paragraph does not apply in the cases set out in clause 5-1.02.

During that period, the resource establishes a means of communication, that is functional and efficient, so that it may be contacted by the institution when the user is to be re-entrusted to it.

1-3.08

A resource is a provider of services within the meaning of the provisions of the *Civil Code of Québec* (CQLR, c. CCQ-1991) that govern the contract of services (article 2098 and following).

Therefore, the resource chooses the appropriate measures to carry out its provision of services in compliance with applicable laws and regulations, practices, accepted standards, the Frame of Reference and the provisions of the agreement and specific agreement.

The resource acts in the best interest of the users, with prudence and diligence.

There is no legal relationship of subordination between the resource and the institution in respect of the provision of services.

1-3.09

The parties recognize that the *Charter of Human Rights and Freedoms* (CQLR, c. C-12) and the *Canadian Charter of Rights and Freedoms* apply to resources, users, employees as well as to representatives or agents of the institution, according to their applicability.

1-3.10

The resource's autonomy, in particular regarding the organization of the living environment, goes hand in hand with its accountability with respect to the quality of the living environment and the support or assistance services provided to the user.

1-3.11

Where its provision of services is concerned, the resource may require various support, help or accompaniment measures from competent individuals or organizations. The institution cooperates with the resource in this respect.

1-3.12

Anyone 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.

1-4.00 Coverage

1-4.01

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

It also applies to any new resource included by the representation unit that binds itself to the institution.

1-4.02

The agreement entered into by the Section in its capacity as a grouping of associations is binding on each recognized association that forms part of it and is affiliated with the CSD, and on any new recognized association that meets the same criteria.

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

1-4.03

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

1-4.04

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

1-4.05

No amendments may be made to the agreement without the written consent of the Minister and the Section. A specific agreement between an institution and a resource modifying the terms of this agreement is valid only if it is ratified by the Minister and the Section.

1-5.00 Recognition

1-5.01

The associations mentioned in Appendix I have been recognized by the Tribunal administratif du travail as adult resource associations, in accordance with sections 3 and following of the *Act respecting the representation of resources*. With this recognition, the Minister acknowledges each association as the exclusive representative of the resources included in the representation unit.

1-5.02

The parties and the associations recognize the powers and responsibilities granted by legislative or regulatory provisions to the Minister 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 an administrative or quasi-judicial tribunal.

1-6.00 Representation, Associative Life and Concerted Action

Representation

1-6.01

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

1-6.02

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

- a) to defend and promote the economic, social, moral and professional interests of the resources;
- b) to cooperate with any organization pursuing similar interests;
- c) to conduct 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*¹.

¹ In this case, in accordance with clause 1-6.01, the agreement was negotiated and entered into by the Section.

1-6.03

A resource who requests it is entitled to be accompanied by one or two representatives of the association during a meeting convened by the institution, its representative, its employee or its agent 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.

The institution must inform the resource in advance of the topics to be addressed in support of such convening not related to the condition of a user or to the care and services to be determined for or provided to the user.

In compliance with the users' 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.

1-6.04

The Section informs the Minister of the name and main responsibilities of its representatives; the same applies to the association with regard to the institution as concerns the name and main responsibilities of its representatives.

1-6.05

The duties of the Section's representatives are, among others, to participate in the Comité national de concertation et de suivi de l'entente (National committee on concerted action and agreement monitoring) (article 7-1.00).

1-6.06

The duties of the association's representatives are, among others, to represent the resources within the framework of chapter 6-0.00, 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) and to accompany the resources within the framework of an administrative inquiry (article 2-4.00) and the classification examination procedure (Letter of Understanding No. 1).

1-6.07

The Minister and the institution recognize the permanent official of the CSD, mandated by the association or the Section as their representative and the representative of the resources. In that capacity, depending on the circumstances and the number of participants required, the permanent official may be included, without a right to vote, in the various committees or instances provided for in the agreement and in its informative section.

Associative Life and Concerted Action Activities

1-6.08

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

1-6.09

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

1-6.10

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

Within 30 days after receiving such notification, the amount of the dues is withheld from the remuneration paid to the resource. The total amount of the dues withheld is remitted to the association each month, on the 15th day after collecting the dues.

1-6.11

The institution updates the list of resources represented by the association and sends it monthly via email to the association. 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 telephone number of the resource's respondents, the resource's number, number of recognized places, email address, when available, the date on which the activities of the resource began and, where applicable, the date on which the activities of the resource ceased during the month.

1-6.12

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*.

1-6.13

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

The computation of the allowance is made on March 31 of each base year. The allowance is paid at the latest on June 1 of each year.

1-7.00 Specific Agreement

1-7.01

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

1-7.02

The institution and the resource shall respect their reciprocal obligations regarding the four matters provided for in the specific agreement and set out in section 55 of the *Act respecting the representation of resources*.

1-7.03

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 and the addendum template set out therein.

CHAPITRE 2-0.00. CONDITIONS FOR THE PROVISION OF SERVICES

2-1.00 Statement of Certain Responsibilities of the Institution²

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, including the one related to psychological harassment and civility, and which must be compatible with the agreement, and a copy of which 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 collaborate and work in concertation with the resource in finding means aimed at implementing the user's specific support and assistance services, provided for in the *Regulation respecting classification*, and in attaining the objectives pursued;
- e) to promote the consultation of the resource when collecting information aimed at developing or revising the intervention plan;
- f) to establish the professional services it considers appropriate when requested by the resource; if such services are non-existent in the institution, the professional services considered appropriate shall be established as they become available;
- g) 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;
- 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, preferably via email, unless the resource indicates otherwise. 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;

² 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*.

- k) to make the corrections, as provided for in the *Regulation respecting classification*, that are required to the Form, as soon as possible, after any change in the user's condition that requires modifications to the services offered by the resource or to the clarifications concerning those services;
- l) to inform the resource in writing, on the basis of the fundamental principles set out in section 1-3.00, of any difference in quality within 60 days, from the time it is noted by a representative of the institution, in relation to the services to be provided to a user under the *Regulation respecting classification*, the Form, the Frame of reference, the institution's policies, the ministerial circulars and other references, so that the resource may take the necessary corrective measures. This provision does not apply if the knowledge of the facts by the institution has resulted in the launch of an administrative inquiry, a report under the *Youth Protection Act* (CQLR, c. P-34.1) or a complaint to a competent authority;
- m) to give the resource the list of the user's belongings and assets established at the end of the placement in the previous resource, if such a list exists.
- n) to send a copy to the resource of any document requiring a signature from the latter;
- o) to assist, support and accompany the resource in the event of damages caused by an unexpected and sudden event, when such damage would jeopardize the continued provision of services to the users.

2-1.02

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

2-1.03

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

In the case of an administrative inquiry, the resource may obtain an update of its file, without charge, including the new elements added to it since its last request made during the base year. In the case of a disagreement or a dispute that is submitted to arbitration, the resource may obtain, without charge, a copy of the documents contained in its file.

Aside from the situations mentioned above, the costs the resource may be required to pay to obtain a copy of the documents contained 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

None of the facts, allegations or breaches which are unrelated to the services to be provided to the users and which are noted in the file of a resource may be raised against the resource after a period of 12 months following the corrective measures taken, if applicable.

Notes related to said facts, breaches or allegations, which are in the resource's file until that time, are then withdrawn from its file.

2-1.05

In accordance with the *Regulation respecting classification* and to the extent and on the terms and conditions provided for in the regulation, the institution must send the resource a summary of the information necessary for taking the user in charge.

2-1.06

Any employee or representative or agent 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.

2-1.07

The parties recognize the importance of the associative role played by the representatives of the association 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.

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

2-2.01

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

2-2.02

The resource is responsible for receiving any user referred to it by the institution in accordance with the specific agreement and the present agreement, except for the reasons set out in clause 2-2.04 or for other exceptional circumstances affecting the availability of the place.

2-2.03

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 or 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 reference³.

2-2.04

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

- a) when the resource 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 a user could compromise the services to be provided to another user, as set out in the user's Form.

The institution's decision regarding such a request shall be made diligently and communicated in writing to the resource at the latest 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 concerned by the request diligently, as soon as possible, and in accordance with the institution's overall professional care activities for the users.

The institution implements the assistance, support and accompaniment measures it deems expedient, in the best interest of the user and the resource, while awaiting the transfer.

2-2.05

If the resource has reasonable grounds to believe that a user poses a threat to the health, safety, or physical or psychological integrity of the resource or of other persons living in the resource and requests that that user be transferred, the institution immediately implements the assistance, support, protection and accompaniment measures it deems appropriate in the best interest of the user, the resource or the other persons living in the resource, and does so as soon as the request is made.

If 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, as soon as possible, in accordance with the institution's overall professional care activities for the users.

³ The parties agree that even if they refer to the Frame of reference or to the *Regulation respecting classification* in certain clauses of the agreement, the Frame of reference and the *Regulation respecting classification* may not be the object of a disagreement.

2-3.00 Statement of Certain Responsibilities of the Resource⁴

2-3.01

As a provider of services⁵, the resource must provide quality services in the best interest of the user; it must act in accordance with past practices and accepted standards, favoring 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 the support or assistance services common to all, provided for in Part 1 of the Form, as well as the specific support or assistance services determined by the institution in Part 2 of the Form.

2-3.03

In particular, the following responsibilities rest on the resource⁶:

- 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 its provision of services;
- b) to make available to the user, at his or her principal residence, a room, preferably a single room, as well as common rooms, so as to offer the user living conditions that resemble, as much as possible, those of a natural environment;
- 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;
- 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. Such welcoming of persons must be carried out in accordance with the terms established by the institution and the resource and must not affect the quality of the services offered to the other users within the resource. This responsibility does not entail the obligation for the resource to feed or lodge such persons;
- g) to assume the management of the user's allowance for personal expenses and make an inventory of the user's belongings in accordance with the institution's policy when requested by the user;
- h) after a user's departure, to remit all the information concerning the user to the institution and preserve the confidentiality of such information;
- i) after a user's departure, to give the user's belongings and assets back to the user, the user's representative or the institution, as applicable. The resource provides a list of these

⁴ 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*.

⁵ 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).

⁶ The ministerial circular gives further details concerning certain statements contained in this clause.

belongings and assets to the institution, which acknowledges receipt of the list and confirms its validity in writing.

2-3.04

The resource may call on other people to carry out its provision of services, but must nonetheless maintain the control and responsibility thereof; where applicable, the resource calls on competent help or substitutes to meet the needs of the users.

When the resource calls on a competent substitute, it must take the measures allowing it to maintain its control over and responsibility for the provision of services at all times.

When absent, the resource shall establish a functional and efficient means of communication so that the resource may be reached by the institution in situations that cannot await the resource's return or that do not fall within the responsibility of the competent substitute, in accordance with what was agreed upon between the resource and the institution.

Substitutions outside of the principal residence must be authorized by the institution.

2-3.05

The resource must abstain from lodging people other than those who are entrusted to its care by the institution, unless otherwise agreed upon between the institution and the resource, in compliance with the Minister's general criteria.

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

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

2-4.02

As soon as the inquiry is launched, the resource must be sent a written notice informing it:

- of the detailed reasons for the inquiry;
- of its right to be heard and to make the appropriate representations accompanied, if it so wishes, by one or two representatives of the association.

Concurrently, a notice of the administrative inquiry must be sent to the association via email. 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 association's representatives or of the CSD permanent official mandated by the association, 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 association.

The institution also undertakes to set out in writing, for the resource, 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 period.

The institution must, before making a decision regarding one of the situations described in clause 4c) of Letter of Understanding B, send a 10-day notice to the resource and the association, so that they may send the institution any relevant observations. 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 conducted with diligence, integrity and respect, and usually within 30 days from the time the resource is informed that an inquiry is to be held, 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 as well as of the additional period required to complete the inquiry, and informs the association of the same.

In all circumstances, the association 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. However, the resource shall continue 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 cannot require the reimbursement of such 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 association. The receipt or the signature of the written document by the resource, where applicable, confirms that the resource is cognizant of the document and does not in any manner constitute an admission or acknowledgment on behalf of the resource.

2-4.07

If, following the administrative inquiry, the institution finds that the fears 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. If users were removed, the resource must be remunerated as if the removal of the user or users had not taken place, for the period during which the users were removed.

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 the final findings, with reasons, of the inquiry to the resource and the association.

If the institution concludes that the grounds giving rise to the administrative inquiry are unfounded, it drafts a document to attest to that fact. Such a document must be sent to the resource and to its association, and added to the resource's 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, unless the context indicates otherwise, the words, terms and expressions that have been given a specific meaning hereafter have the meaning respectively assigned to 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 provided for in Letter of Understanding C to express limited 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 until the moment the placement is ended;

e) placement

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

3-2.00 Components of the Remuneration for Services⁷

3-2.01

The resource's 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 or assistance appearing 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;

⁷ See Appendix IV: Illustration of the parameters set out in section 34 of the *Act respecting the representation of resources*.

- c) an amount aimed at giving access to certain services related to retirement 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.

3-3.00 Remuneration Scale Regarding Support or Assistance

3-3.01

Compliance with ministerial orientations and the following principles is fundamental with regard 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 No. 1 does apply.

3-3.06

The remuneration scale regarding support or assistance, established on the basis of the service level required, is as follows:

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 days⁸ 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 (clauses relating to the remuneration scale and the daily rate for the first 60 days) paid during this period.

⁸ The 60-day time period is applicable, irrespective of the nature of the placement.

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 defined in clause 3.3.09, in accordance with the adjustment table provided in Appendix II.

Should the income tax exemption be withdrawn, the parties shall discuss the impacts of such a change on the remuneration and draft recommendations for the Minister as to the adjustments to be made to the income tax adjustment table.

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 ⁹	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

Consequently, 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).

⁹ 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.

3-4.02

The monetary compensation is calculated on the resource's monthly remuneration defined in 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%.

3-4.03

The monetary compensation is paid monthly.

3-5.00 Amount Aimed at Giving Access to Certain Services Related to Retirement 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 retirement 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 that 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 of the resource 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

3-5.04

The amount to which the resource is entitled under this article is paid monthly.

3-5.05

On receiving a notice from the Section, the Minister withholds the amount determined for the application of certain private retirement benefit plans to the resources' benefits and remits such an amount monthly to the CSD or as otherwise determined by 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 a self-employed worker, 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, whichever 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, as an example, the following financial compensation applied 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, 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 to which the resource is entitled under the QPP and QPIP is paid once per year on December 15.

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 him or her 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 January 1, 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 January 1 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 the transportation expenses incurred 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 service, etc.);
- c) visit with the biological family;
- d) integrating or continuing school or work (for example: taking the user to the daycare center to which he or she goes 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 his or her 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.

The reimbursement of the other expenses incurred for transportation provided for in clause 3-8.01 (meals, parking, accommodations) must be in compliance 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 provided for in this provision be made by the resource if it considers that it will likely diminish the quality of the services offered to the other users of the resource, subject to the *Regulation respecting classification*, including the Form.

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

Reimbursement 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 for which the resource requires to be reimbursed for the services of a temporary substitute 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 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 set out in detail 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.

Monthly Stand-by Premium

3-8.13

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

MONTHLY RATE PER RESOURCE FOR THE OVERALL PLACES RESERVED	
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 association and the institution shall agree on the terms and conditions concerning the identification of the resources concerned by this clause;
- the premium is paid to the identified resource for placements made without prior notice based on its availability during the month;
- “without prior notice” 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 affect 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.

The resource must submit any requests for payment of the special remuneration referred to in article 3-8.00 within 60 days from the moment the expense was incurred.

3-9.06

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

- a) the percentage of the allowance for reasonable operating expenses, which corresponds 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, including, 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 a maximum of 60 days from the date it receives the request for reimbursement to reimburse the special remuneration mentioned in article 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.

Terms for the Reimbursement of Certain Financial Allowances

3-9.09

To obtain a reimbursement, the resource includes in its monthly invoice the amounts of the expenses incurred 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 of, the enrollment in, 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 apply, 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 a request for reimbursement of the financial allowances mentioned in clauses 3-9.09 to 3-9.11 within 60 days from the moment the expense was incurred.

3-9.14

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

3-9.15

Any corrections to the payment of the remuneration is made at the subsequent payment unless the parties agree otherwise.

Any overpayment of the remuneration shall be recovered by the institution after informing the resource.

CHAPITRE 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, Section, institution and association recognize that the humanistic nature and the quality of the services intended for users are a priority and that developing a culture of continuing training is its cornerstone. To that end, the parties shall allow the resource to have access to the training necessary to ensure the provision of safe and quality services to meet the evolving needs of the users, within the framework of activities planned and implemented by the committee referred to in article 7-3.00 and within the limits of the funds available for continuing training and professional development.

4-1.02

It is the resource's responsibility to maintain an adequate level of competency. This principle rests on the appropriation of new knowledge in order to foster the development of the resource's behavioural skills and know-how and is aimed at both maintaining and improving the quality of user services and protecting the resource from the risks inherent to its provision of services.

It is therefore important for the design and development of such training and professional development programs to be in line with ministerial orientations and the new Frame of reference, and that they be adapted to the resources' reality. The achievement of these two objectives will be greatly dependent on the quality of the activities planned by the joint committees on continuing training and professional development and rests on an efficient collaboration between the parties, institutions, associations and resources.

4-1.03

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

For the purposes of this clause, these expenses include the direct expenses incurred, such as registration fees and travelling expenses, as well as indirect expenses, such as the costs to hire a substitute and the administrative fees of the institutions and associations, agreed upon within the local committee on continuing training and professional development.

4-1.04

The national committee on concerted action and agreement monitoring is mandated with defining, for the term of the agreement, the orientations and priorities regarding continuing training and professional development within the scope of the ministerial orientations and the principles of the agreement, as provided for in clause 7-1.05.

4-1.05

The orientations and priorities regarding continuing training and professional development must be reviewed annually, between February 1 and May 1 of each year

If the parties cannot reach an agreement on the changes to be made to the orientations and priorities regarding continuing training and professional development within the context of the annual review, either party may send a notice of interruption of the orientations to the Ministère, which notice shall take effect 90 days after it is received by the Ministère.

The interruption shall end when the parties come to an agreement on the changes to be made to the orientations. The Ministère shall send the changes agreed upon, as soon as the parties come to an agreement thereon.

The Ministère shall inform the institutions of the date of coming into effect of the interruption, of the date the interruption ends and of the changes agreed upon by the parties.

4-1.06

Notwithstanding clause 4-1.05, either party may, at any time, suggest to the other party changes to be made to the orientations and priorities regarding continuing training and professional development.

4-1.07

The continuing training and professional development global fund is equal to \$650 per resource represented by the associations, per base year, subject to clause 4-1.08.

4-1.08

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 and the payment is made by the Minister on June 1 at the latest.

4-2.00 Insurance

4-2.01

Letter of Understanding No. 4 applies.

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

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

5-1.02

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

When the resource calls on a competent substitute, it must take the measures allowing it to maintain its control over and responsibility for the provision of services at all times.

During its absence, the resource shall establish a functional and efficient means of communication so that it may be reached by the institution in situations that cannot await the resource's return or that do not fall within the responsibility of the competent substitute, in accordance with what was agreed upon between the resource and the institution.

Substitutions outside of the principal residence must be authorized by the institution.

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

5-2.01

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

- a) an illness, a donation of organs or tissues for transplantation, an accident, a case of domestic or sexual violence of which he or she was the victim: 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) an illness of a minor child or spouse 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 of the resource's spouse, or in the case of severe bodily injury to a minor child or spouse resulting from the commission of a criminal offence, for a period of no more than 104 weeks;
- e) the disappearance of a minor child or spouse, for a period of no more than 52 weeks;
- f) the death of a spouse or a child or of a user entrusted to it, 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) the death by suicide of the father or mother: for a period of no more than 52 weeks;
- i) 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: for a period of no more than 104 weeks;
- j) 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 agreed 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 back to the resource is possible and indicated, according to the evaluation of the institution, this transfer may be prioritized;
- 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 Section, CSD or association.

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 terms and conditions relating to the exercise of parental rights by the resource must be in line with the provisions of the *Regulation under the Act respecting parental insurance* (CQLR, c. A-29.011, r. 2), while ensuring that users' rights are taken into account.

5-4.00 Act respecting industrial accidents and occupational diseases

5-4.01

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

CHAPTER 6-0.00 MECHANISMS FOR CONCERTED ACTION AND PROCEDURES

6-1.00 Mechanisms for Concerted Action

6-1.01

The amicable resolution of problems is favoured (diversion from conventional court proceedings) in the spirit of cooperation and concerted action so as to promote their quick and efficient handling.

6-1.02

A 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, the 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 other mechanism for the amicable settlement of difficulties agreed upon between the institution and the association;
- c) the national committee on concerted action and agreement monitoring referred to in article 7-1.00.

6-1.05

Difficulties encountered by a resource, except those of national interest, must first be discussed within the local committee on concerted action or within the framework of a mechanism established under clause 6-1.04 b), before being submitted to the national committee on concerted action.

6-2.00 Procedure for Settling Disagreements

6-2.01

The resource may be accompanied by one or two representatives of the association at any step of the procedure for settling disagreements and of the arbitration process.

6-2.02

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

6-2.03

If the disagreement is not settled within the framework of clause 6-1.02 or by the application of the mechanisms for concerted action, the resource or the association submits the disagreement in writing to the representative designated by the institution within 60 days of the date of the event or of the resource becoming aware of the event.

6-2.04

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

6-2.05

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

6-2.06

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

6-2.07

A technical error or an error in form in the submittal of a disagreement does 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 association 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, with the necessary modifications:

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

6-2.11

If the Minister and the Section do not agree on whether a matter is of national interest, the Chief Arbitrator rules on this question at the request of one of the parties. The Chief Arbitrator's decision is final and cannot be appealed.

6-3.00 Procedure of Civil Arbitration (to the exclusion of any other proceedings before any other tribunal)

6-3.01

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

Copy of the notice of arbitration must be given in writing to the IR-FTR Registry, the Section, the institution and the resource, to which must be appended the disagreement and the institution's response.

6-3.02

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

6-3.03

At any time before the end of the hearing, the Minister and the Section 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 as well as to the institution and the association.

6-3.04

The provisions of articles 620 and following of the *Code of civil procedure* (CQLR, c. C-25) apply unless they are incompatible with the provisions of this article.

6-3.05

The arbitration is usually carried out by a single arbitrator who must be a jurist chosen by the institution and the association from the list included in Appendix III.

If an arbitrator from the agreed upon list notifies the parties that he or she renounces his or her appointment, the parties replace the arbitrator within 90 days of the notice.

6-3.06

However, the arbitration must be conducted before a council for the settlement of disagreements composed of one arbitrator and of two assessors in the following cases :

- a) if the institution and association so agree;
- b) if the agreement so provides for specific matters;

c) if the disagreement is of national interest.

6-3.07

If the arbitration must take place before a council for the settlement of disagreements, the institution and the association shall choose an arbitrator in accordance with clause 6-3.05.

Each party must designate, within 45 days of the arbitrator's appointment, an assessor to assist him or her as well as to represent the party during the hearing of the disagreement and while it is taken under advisement. If a party does not designate an assessor within that time, the arbitrator may proceed in the absence of such a party's assessor.

However, the assessor must not be a person having been directly or indirectly involved in the process leading to the institution's decision which is the object of the disagreement, nor having directly or indirectly represented the resource during the procedure for the settlement of disagreement or the arbitration procedure.

The arbitrator may also proceed in the absence of an assessor if the assessor fails to be present after having been normally summoned. In the case of an assessor's resignation, refusal to act or incapacity, the party who designated the assessor appoints a new one. The arbitrator may continue the arbitration if the party concerned does not appoint an assessor within the time the arbitrator indicates.

6-3.08

No later than 60 days after the date of the hearing, the arbitrator contacts the parties' attorneys, or, failing that, their representatives, to hold a pre-hearing meeting. The purpose of this meeting is to improve the arbitration process, make better use of hearing time and speed up the proceedings.

As part of the pre-hearing meeting, the arbitrator draws inspiration from the best practices in arbitration developed by the Conférence des arbitres du Québec.

At the request of either party, the arbitrator shall forward a report of this meeting.

6-3.09

The parties appoint Me Maureen Flynn as Chief Arbitrator.

In the event of vacancy in the position, the parties agree to appoint a replacement.

6-3.10

If in applying clause 6-3.06, or if there is an intervention under clause 6-3.03, or if the Minister and the Section do not agree on whether a matter is of national interest, the Chief Arbitrator makes that decision following a request made by one of the aforementioned parties.

In the event the arbitration hearing is commenced before the date of said intervention, the Minister or the Section may not raise the question of the matter being of national interest.

6-3.11

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

6-3.12

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.

6-3.13

In the cases provided for in clauses 6-3.10 to 6-3.12, the Chief Arbitrator's decision is final and cannot be appealed.

6-3.14

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

6-3.15

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

- a) interpret and apply legislative or regulatory provisions insofar as it is necessary to do so in order to decide on a disagreement;
- b) establish the amount due under a decision it has made, at the request of one of the parties, including damages and interest to compensate the material, bodily or moral 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.

6-3.16

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

6-3.17

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

6-3.18

The Minister establishes and maintains a compendium of the arbitration decisions rendered. He or she ensures that the compendium is public and accessible.

6-3.19

The fees and costs of the arbitrator are shared equally between the institution and the association.

In the case of the council for the settlement of disagreements, the institution and the association assume the fees and costs of their respective assessors.

6-3.20

If the matter is of national interest, clauses 6-3.01 to 6-3.18 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 Section.

CHAPITRE 7-0.00 COMMITTEES

7-1.00 National Committee on Concerted Action and Agreement Monitoring

7-1.01

The National committee on concerted action and agreement monitoring is constituted of no more than 6 representatives designated by the Minister and of one representative designated for each association and of one CSD permanent official for the Section.

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 Section before the next meeting.

These meetings can be held by videoconference.

7-1.03

The committee may enlist the services of resource persons.

7-1.04

The committee's general mandate is to:

- a) act as a mechanism for concerted action for the parties to the agreement, notably on matters of national interest; the parties exchange any 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 any health- or safety-related issues;
- d) hold meetings to analyze any disagreement that remains unresolved at the local level and to attempt to contribute to its resolution;
- e) make any recommendation likely to improve the implementation or the application of the agreement.

7-1.05

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

- a) to receive the sums allocated by the Minister, as provided for in article 4-1.00;
- b) to establish its procedural and operating rules and determine the frequency of its meetings;

- c) to define, within the framework of the ministerial orientations and the principles underlying the agreement, the orientations and priorities with regard to continuing training and professional development for the term of the agreement and to determine the general criteria for the distribution and use of the allocated sums;
- d) to annually review the orientations and priorities regarding continuing training and professional development between February 1 and May 1 of each year;
- e) to convey these orientations, priorities and criteria, as well as any changes, to the local committees on continuing training and professional development;
- f) to proceed with the distribution of the allocated sums to the local committees on continuing training and professional development in the manner of distribution it determines;
- g) 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;
- h) 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 the association. Each party is constituted of 3 to 5 designated representatives, subject to any agreement to the contrary between the parties.

One of the representatives designated by the association may be a CSD permanent official.

7-2.02

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

7-2.03

The committee may enlist the services of resource persons.

7-2.04

The committee's mandate is to:

- a) generally, act as a mechanism for concerted action at the local level; the parties exchange any relevant information in this regard;
- b) ensure the maintenance and preservation of harmonious relations between the institution, the resources attached to it, and the association;
- c) find solutions to the difficulties encountered by the institution or by a resource, including any health- or safety-related issues;

- d) receive and process, if applicable, comments relating to the classification examination procedure;
- e) hold meetings to analyze any unresolved disagreement at the local level and attempt to actively contribute to its resolution;
- f) make the recommendations deemed necessary to the institution and the association;
- g) act as local committee on continuing training and professional development when so decided by the institution and the association.

7-3.00 Local Committee on Continuing Training and Professional Development

7-3.01

The local committee on continuing training and professional development is constituted of no more than 4 representatives of the institution and 4 representatives of the association.

7-3.02

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

7-3.03

The committee may enlist the services of resource persons.

7-3.04

The committee's mandate is as follows:

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

7-3.05

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

CHAPITRE 8-0.00 MISCELLANEOUS PROVISIONS

8-1.00 Interpretation

8-1.01

If a matter gives rise to interpretation, the parties recognize, without being limited to, the following rules of interpretation:

- a) the singular includes the plural and vice-versa, unless the context indicates otherwise;
- b) the provisions of the agreement are to be interpreted in relation to one another and in a manner that gives them their full meaning.

8-1.02

All deadlines provided for within the agreement are to be calculated in calendar days, except where deadlines are provided for in working days. If 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 result in the nullity of the rest of the provision or of another provision, or of the agreement itself.

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, including the civil arbitration procedure provided for in clause 6-3.00, except the provisions of article 4 n) 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 does not form 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 made 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 Term of the Agreement

8-5.01

Subject to any specific provision to the contrary, this agreement comes into force on the date 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 _____ 2021

Kaven Bissonnette, Vice President, CSD

Xavier Hamel, Spokesperson

Jean-Sébastien Brady, Spokesperson

Jean-Philippe Turpin

Diane Ménard, President of the Section

Saunia Caron

Robert Denault

Caroline Beaulieu

Jordane Lavoie

Marianne Tessier

Gaétan Perreault

Manon Lafrance

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Christian Dubé

Appendix I

List of Associations Belonging to the Grouping of Associations formed by the Section

Recognition No.	Name of the Association	Institution Concerned
RI-2001-8836	Association démocratique des ressources à l'adulte du Québec (CSD) Montréal	Centre intégré universitaire de santé et des services sociaux de l'Est-de-l'Île-de-Montréal
RI-2001-8833	Association démocratique des ressources à l'adulte du Québec (CSD) Montréal	Centre intégré universitaire de santé et des services sociaux du Centre-Sud-de-l'Île-de-Montréal
RI-2001-8834	Association démocratique des ressources à l'adulte du Québec (CSD) Montréal	Centre intégré universitaire de santé et des services sociaux du Nord-de-l'Île-de-Montréal
RI-2001-8923	Association démocratique des ressources à l'adulte du Québec (ADRAQ-CSD) Gaspésie	Centre intégré de santé et des services sociaux de la Gaspésie
RI-2002-1655	Association démocratique des ressources à l'adulte du Québec (ADRAQ-CSD) Lanaudière	Centre intégré de santé et des services sociaux de Lanaudière
RI-2002-1662	Association démocratique des ressources à l'adulte du Québec (ADRAQ-CSD) Laurentides	Centre intégré de santé et des services sociaux des Laurentides
RI-2001-8815	Association démocratique des ressources à l'adulte du Québec (ADRAQ-CSD) Montérégie	Centre intégré de santé et des services sociaux de la Montérégie-Centre
RI-2001-8814	Association démocratique des ressources à l'adulte du Québec (ADRAQ-CSD) Montérégie	Centre intégré de santé et des services sociaux de la Montérégie-Ouest

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%

Appendix III

List of Arbitrators

Me Maureen Flynn, Chief Arbitrator

Me André G. Lavoie (Montréal)

Me Serge Rochon (Montréal)

Me Nathalie Faucher (Montréal)

Me Éric Lévesque (Montréal)

Me Pierre-Marc Hamelin (Montréal)

Me Valérie Korozs (Montréal)

Me Denis Gagnon (Québec)

Me Francine Beaulieu (Québec)

Me Denis Provençal (Québec)

Me Dominic Garneau (Québec)

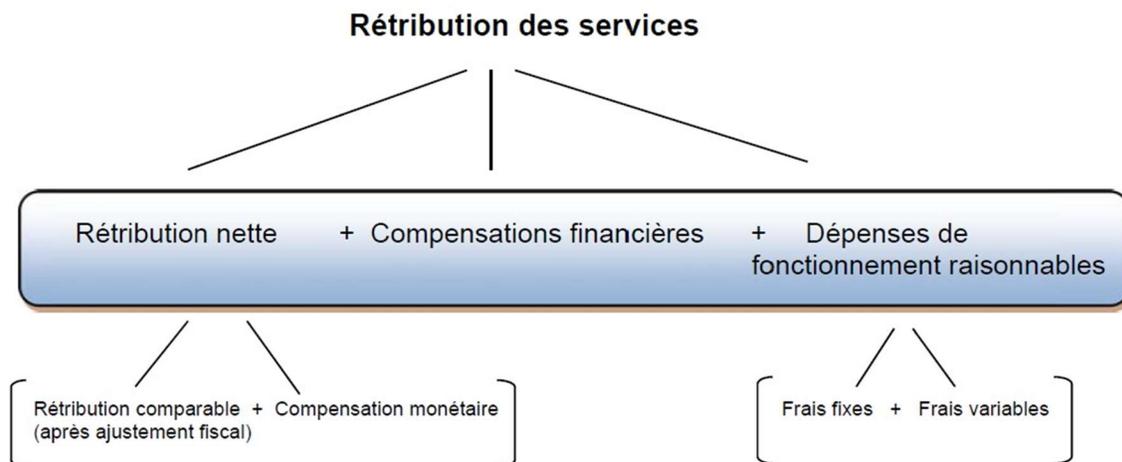
Me Renée Baillargeon (Québec)

Me Alain Turcotte (Bas-Saint-Laurent)

Me Julie Blouin (Montérégie)

Me Marie-Ève Crevier (Montérégie)

Mr. Gabriel M. Côté (Saguenay-Lac-Saint-Jean)



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 ¹⁰ 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%

¹⁰ According to the Form.

LETTER OF UNDERSTANDING A BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD RESPECTING PHYSICAL STANDARDS

THE PARTIES AGREE AS FOLLOWS:

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

In witness thereof, the parties have signed on the _____ day of _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

LETTER OF UNDERSTANDING B BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD 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 guarantors of the parties for the purpose of their business relationship;
- d) the term of the specific agreement.

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

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

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

THE PARTIES AGREE AS FOLLOWS:

1. The institutions and the resources shall use the specific agreement template and the addendum template appended to this letter of understanding and cannot derogate from 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 agreement¹, the arbitration procedure does therefore not automatically apply to a difficulty related to the interpretation or the application of the specific agreement.
3. However, in consideration of the provisions agreed upon in relation to article 6-3.00², the Minister and the Section agree that the settlement of certain difficulties relating to the specific agreement shall be subject to the same mechanisms or procedures as those set out in the group agreement, for difficulties related to the interpretation or the application of that agreement.

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

² Arbitration procedure under articles 620 and following of the *Code of Civil Procedure*.

4. Therefore, the Minister and the Section expressly agree:

- a) That the mechanisms for concerted action provided for in the group agreement apply, with the necessary modifications, to the case of a difficulty related to the interpretation or the application of the specific agreement (except the cases mentioned in paragraph c)).
- 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 modification by the institution of the specific agreement during its term;
 - in the case of a dispute concerning the termination of the specific agreement by the institution before the term has expired;
 - in the case of a dispute arising from the fact that the institution precluded the specific agreement from being renewed, where the application of the agreement would have entitled the resource to such a renewal;
 - 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 council for the settlement of disagreements provided for in the arbitration procedure must verify whether the decision made by the institution was made on serious grounds.
- e) That, if not, it falls under the council's purview to set the amount of the damages and interest that may be due to the resource for the material, bodily or moral injuries it has suffered, including exemplary damages, if applicable.
- f) That, if the council for the settlement of disagreements considers it appropriate, it may order the parties to discuss, within a time the council determines, the possibility of re-establishing the specific agreement and its related terms. The council for the settlement of disagreements must then, prior to such an order, send the parties its decision as to whether the dispute is well-founded, without any determination as to damages and interest.

The council may designate a mediator or a conciliator to accompany the parties during this discussion.

If the discussions fail, the council shall set the amount of damages and interest that are due to the resource for the material, bodily or moral injury it has suffered, including exemplary damages, if applicable.

- g) That, despite any provision to the contrary, the council for the settlement of disagreements may in no case order a specific agreement which was terminated by the institution to come back into force, nor order a specific agreement whose renewal was prevented by the institution to be renewed.
5. Article 4 of 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 do not apply retroactively and do not alter existing agreements. In the event of a modification or renewal of a specific agreement signed before the coming into force of this group agreement, the new specific agreement template shall be used by copying the applicable terms and conditions of the existing agreement subject to any mutual agreement to the contrary between the parties.
7. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the ____ day of _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

SPECIFIC AGREEMENT TEMPLATE

**THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À
L'ADULTE CSD (SRAA CSD)**

SPECIFIC AGREEMENT TEMPLATE AND ADDENDUM TEMPLATE

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

BETWEEN: _____ (*corporate name*), legal person under public law duly constituted in accordance with the *Act respecting health services and social services* (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*) 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 home 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 recognition 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 centers 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 who may be referred to the Resource, the identification of the guarantors of the Parties for the purpose of their business relationship, and its term.

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 the latter 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 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 _____ 2021 between the Minister of Health and Social Services and the Section des résidences d'accueil à l'adulte CSD (SRAA CSD) (hereinafter referred to as the "**Group Agreement**");

which form an integral part of their business relationship.

2.3 The Parties recognize that no clause in this specific agreement may violate any of these 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.

3.2 Specific Places¹

The Parties agree that _____ (*number of places for the users identified*) _____ places are recognized for the Resource to receive the user or users: _____ (*confidential identification of the user(s)*) referred by the Institution. On final departure of this user or these users, the specific 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"/>	
Mentally impaired: <input type="checkbox"/>	
Autism spectrum disorder: <input type="checkbox"/>	
Physically impaired: <input type="checkbox"/>	
Mental health: <input type="checkbox"/>	

¹ Refers to the placement of one or many users who occupy one or more recognized places, the end of which is related to an event (user's departure, death, attaining full age, etc.).

Additions:	<input type="text"/>	<input type="text"/>
Autonomy support for seniors:	<input type="text"/>	<input type="text"/>
Others:	<input type="text"/>	<input type="text"/>

5. TERM

5.1 Initial Term and Effective Date of the Agreement^{2,3,4}

5.1.1 The term of this agreement is _____ (____) (*number, letters, then numeric characters*) _____ (*years, months, days*), commencing on _____ (date), unless it is prematurely terminated under other provisions of the specific agreement.

OR

Alternate clause, for a resource having only one or more specific places (examples: retirement, etc.)

5.1.2 The agreement comes into force on _____ (date of arrival of 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^{5,6,7}

5.2.1 This agreement is automatically renewed at its term, _____ 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.

² 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).

³ 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.

⁴ In certain special situations, the term of the specific agreement may be limited to a defined period of time (e.g.: from September 1 to January 15) or linked to the occurrence of an event (e.g.: from the beginning of the user's placement to the end of the placement). The alternate clause may then be used.

⁵ 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.

⁶ In special situations, the parties may agree to not have automatic renewals and the alternate clause shall then be used.

⁷ 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).

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

- Or - alternate clause, if applicable:

5.2 No renewal of the specific agreement is applicable in accordance with clause 5.1.2.

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 agreement.

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 occur:

- 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 of the Parties may terminate this agreement before its term expires, if there exists a serious reason to do so.

- 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

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 specific 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 the specific agreement.
- 8.1.2 The Parties agree, among other things:
 - 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 by the Institution 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 latter 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.

9. GENERAL PROVISIONS

9.1 Assignment

9.1.1 This specific 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 of this specific 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:

**ADDENDUM #
of the specific agreement between
the Parties**

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".

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 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 may not derogate from this addendum template as part of their amendments to the Specific Agreement and any subsequent amendments between the Parties shall be effected through this addendum template;

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 Point(s) of Contact

The Parties agree that the Resource's point(s) of contact is, or are, currently the following as of _____ (effective date).

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"/>	
Mentally impaired: <input type="checkbox"/>	
Autism spectrum disorder: <input type="checkbox"/>	
Physically impaired: <input type="checkbox"/>	

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"/>

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.

The matters modified by this addendum supersede those previously agreed upon on the same subject between the Parties under the Specific Agreement or previous addenda.

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

For the Institution:

For the Resource:

In _____,

In _____,

On _____

On _____

By:

By:

Name: _____

Name # 1: _____

Title: _____

Signature: _____

Signature: _____

Name # 2: _____

Signature: _____

LETTER OF UNDERSTANDING C

**BETWEEN THE MINISTER OF HEALTH AND
SOCIAL SERVICES AND THE SECTION DES
RÉSIDENCES D'ACCUEIL À L'ADULTE CSD
RESPECTING THE EXPRESSION OF LIMITED 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 limited or irregular availability and on a period of unavailability of an available place in order to establish the terms of payment of the remuneration under these 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 limited or irregular availability or of unavailability of an occupied place or places must be the object of an agreement 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 limited 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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

**MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE
CSD (SRAA CSD)**

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

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

1. Limited Availability Places

The resource has ___ (number of places) limited 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 limited availability to receive a specific user if the resource and the institution so agree. Limited 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; and
- ✓ an intermittent placement on a temporary basis of a user who has already been lodged in the resource.

When these places are unoccupied, 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: _____

Details: _____

The period of limited availability ends on _____ (date or event¹).

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.).

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.

Continuous days²

¹ For example, the event could be the end of the user's placement.

² Continuous days are consecutive days or a set period of time.

Start date: _____

End date: _____

Details: _____

Set days³

Start date: _____

End date: _____

Details: _____

Variable days⁴

Start date: _____

End date: _____

Details: _____

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.

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.

Start date: _____

End date: _____

Details: _____

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

³ Set days are specific days of the week.

⁴ Variable days are identified dates.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:

For the Institution:

In _____, on _____

By:

By:

For the Resource:

In _____, on _____

By:

By:

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 SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD 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. Institutions that use the services of an intermediate resource or of a family-type resource must maintain a permanent 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 managing officer, identified by the institution, who has clinical knowledge;
 - b) the officer must receive a resource's written request for modification, which must be sent within 15 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 officer may reject, upon summary examination, any request he or she deems frivolous, vexatious or made in bad faith. The officer must inform the resource of his or her finding, in writing, with reasons;
 - d) the officer identifies a person responsible for analyzing the resource's request and for making recommendations as to the necessity of revising the classification and, as the case may be, as to the modifications that should be made to the classification;

- e) the person responsible must be a health and social services professional, have the necessary skills and have received the training provided for in item 1;
 - f) the person responsible must preferably be a person working within the institution;
 - g) the person responsible cannot be the person who made the classification that is under examination. However, that person may be consulted;
 - h) the person responsible takes cognizance of all the information, particularly of the information relevant to and necessary concerning the user and may consult with or meet any other person he or she deems appropriate;
 - i) 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 must be informed in advance by the institution and may be accompanied by a representative of its association;
 - j) the person responsible gives his or her recommendations to the officer, 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;
 - k) 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 and assistance services determined by the institution meet the needs of the users and that the services determined are fairly reflected in the resource's remuneration;
 - l) 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*;
 - m) the institution's decision, made through its officer, 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;
 - n) 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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

LETTER OF UNDERSTANDING N° 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD RESPECTING THE MEASURE FOR EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MESAS)

GIVEN the physical or behavioural problems of a minority of users, which require the resource to, for example, provide services on a ratio of one caregiver for a single user or even two caregivers for a single user for a period of 10 hours or more per day, every day.

GIVEN that the institution's decision to refer or maintain such users in an intermediary resource is the most appropriate to meet the needs of such users.

GIVEN that these services, required by the institution, exceed what is provided for by the Form for the determination and classification of support or assistance services, by reason of their intensive nature, which may have financial repercussions that exceed the remuneration framework provided for by the group agreement.

GIVEN that the terms and conditions defining the additional daily remuneration set out in Letter of Understanding No. 3 are not intended to cover such intensive services.

GIVEN that the objective sought by the parties is to agree on a targeted solution for these users by means of a centralized procedure that ensures the consistency and harmonization of practices for all of the resources and institutions.

THE PARTIES AGREE AS FOLLOWS:

1. A measure for exceptional support or assistance services is introduced. It shall be defined and managed by the Ministère.
2. The institution may, if it deems it necessary, send the Ministère an application for the use of the measure for exceptional support or assistance services. The application must contain the clinical information justifying the use of the exceptional measure.
3. A resource that considers itself entitled to the measure for exceptional support or assistance services on behalf of a user who is entrusted to it may also submit an application to its institution. Such an application must be made in writing and with reasons.
4. After such an application is made, the institution meets with the resource and analyzes the application's admissibility. If the application is deemed admissible by the institution, the latter forwards it to the Ministère.
5. The measure for exceptional support or assistance services is granted for a determined period.
6. This measure may be the object of an extension request, made by the institution, at the expiry of the period established.
7. The Ministère is responsible for deciding admissibility for the measure and for deciding the budgetary framework associated with it.
8. In the case of non-payment of the measure for exceptional support or assistance services authorized by the Ministère, the mechanisms for concerted action, the procedure for the settlement of disagreements and the arbitration procedure apply.

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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

LETTER OF UNDERSTANDING N° 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD RESPECTING ADDITIONAL DAILY REMUNERATION

THE PARTIES AGREE AS FOLLOWS:

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

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

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

2. When an institution expressly makes requirements such as those mentioned above, these requirements may justify an additional daily remuneration per user or an additional per diem in relation to the level of services required provided for in the group agreement.
3. 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 daily remuneration following the imposition of certain requirements, it must make its application to the institution, with reasons, at the time the requirements are made.
5. The institution meets with the resource who has filed a written application and analyzes its admissibility.
6. If the application is deemed admissible, the institution sends it to the Ministère, providing it with all the relevant information necessary and indicating the reasons for which an additional daily remuneration should be granted, and if applicable, the amount and the term of such remuneration.
7. The institution may, on its own initiative, send the Ministère a request for an additional daily remuneration for a user.
8. The objective pursued by the parties, in the cases of requirements formulated by institutions that go beyond the norm, is to treat the applications made for additional daily remuneration in the most coherent and harmonized way possible, and to do so for all of the resources and 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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

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
1) Services to be provided to a user at night	
<ul style="list-style-type: none"> Each night, the resource must regularly get up, either continuously or repeatedly, to provide services to the user. To be eligible, the services must be provided to the user between 11 p.m. and 6 a.m. 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. 	<p>1 to less than 3 hours: 15%</p> <p>3 hours or more: 30%</p>
2) Services to be provided to a user whose characteristics require the presence of 2 persons	
<ul style="list-style-type: none"> To provide the services 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. 	<p>Less than 1 hour: 10%</p> <p>1 to less than 3 hours: 20%</p> <p>3 hours or more: 30%</p>
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)	
<ul style="list-style-type: none"> The resource must provide an accompaniment-type or control-type service which requires a constant (one-on-one) presence, over a continuous period, at the side of a user who is experiencing behavioural difficulty. 	<p>2 to less than 6 hours: 15%</p> <p>6 to less than 10 hours: 30%</p>
OR	OR

<ul style="list-style-type: none"> 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. These services are required at the user's side for an intermittent period of more than 3 hours every day. 	<p>ADR of 15%</p>
<p>4) Services to be provided while a user's socioprofessional or educational integration activities have been suspended or are upcoming</p>	
<ul style="list-style-type: none"> 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. Services usually end after a three-month period. However, they may exceed that period provided the justification given by the institution is accepted by the Ministère. 	<p>ADR of 25%</p>
<p>5) One or more high-intensity services under the Physical (care) descriptor</p>	
<ul style="list-style-type: none"> 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. 	<p>ADR of 15%</p>
<p>6) Automatic criteria for users requiring high-intensity services</p>	
<p>This criterion applies automatically and only to level 5 or 6 users.</p>	<p>ADR of 10% for each user</p>

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

- 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%

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

- The resource's contact person 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 SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD RESPECTING INSURANCE AND THE MAINTENANCE OF THE PERSONAL PROPERTY AND LIABILITY INSURANCE PLAN FOR FAMILY-TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE RESOURCES INCLUDING THEIR USERS

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

GIVEN the automatic enrolment of resources, from the time they sign a specific agreement, in the personal property and liability insurance plan for family-type resources and other types of eligible resources including their users (Plan).

GIVEN the civil and professional liability insurance offered by the Plan covering claims or proceedings resulting from bodily injuries or material damages caused by the users referred to the resources and for which the 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 Plan covering damages caused by a user to the personal property of the resource, as well as damages caused to the personal property of the users, subject to the conditions and exclusions set out in the policy.

GIVEN the reimbursement, by the institution, of an amount 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 resource in the civil and professional liability and property insurance Plan for the term of the group agreement, subject to the conditions and exclusions set out in the policies.
4. To comply with the implementing provisions of the Plan.

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 with 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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

LETTER OF UNDERSTANDING N° 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD RESPECTING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES

GIVEN section 37 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (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 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, 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 agreement²⁴ 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".

²⁴ Section 56 of the *Act respecting the representation of resources* and clause 1-2.16 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 Partners' Table falls under the responsibility of the General Directorate of Social Services.
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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES D'ACCUEIL À L'ADULTE CSD RESPECTING THE INTERPRETATION OF SECTION 128 OF THE ACT RESPECTING THE BARREAU DU QUÉBEC

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

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

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

GIVEN that section 128 of the *Act respecting the Barreau du Québec* (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 purpose of the application of section 128 of the *Act respecting the Barreau du Québec*.
2. If this interpretation were to be contested, the Minister agrees to undertake steps, with the Government, that are aimed at having changes made to the legislative provisions so as to allow a person to plead or act before the arbitrators, under article 6-3.00 of the group agreement, even though that person is not a “practicing advocate”.
3. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed on the ____ day of _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé

**LETTER OF UNDERSTANDING N° 7 BETWEEN THE MINISTER OF HEALTH AND
SOCIAL SERVICES AND THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD RESPECTING THE TERM OF
THE SPECIFIC AGREEMENT**

GIVEN section 37 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR, c. R-24.0.2) (*Act respecting the representation of resources*), which provides that a group agreement cannot include provisions concerning the matters that are exclusive to a specific agreement referred to in section 55 of that Act;

GIVEN section 55 of the *Act respecting the representation of resources*, which provides that the provisions of a specific agreement between an institution and a resource must exclusively concern four specific matters, among which its term;

GIVEN that the parties wish to foster the stability of the user in his or her living environment;

GIVEN the parties' desire to enable resources to be financially viable and to develop their skills;

GIVEN the parties' will to have institutions and resources enter into contracts the terms of which are conducive to attaining these goals;

THE PARTIES AGREE AS FOLLOWS:

1. The Minister promises to take the steps necessary so that a specific agreement signed by an institution and a resource of the Section:
 - a) has an initial term of at least three years, unless there are reasons justifying a shorter term;
 - b) provides for at least one automatic renewal that can only be prevented if there is a reason, including an economic reason, to prevent it, except in special circumstances;
 - c) provides a subsequent renewal for a term to be determined, which renewal may be prevented by the sending of a notice of non-renewal, except in special circumstances.
2. The Minister promises to take the steps necessary so that any notice of non-renewal included in a specific agreement is to be sent to the other party within 90 days of the expiry of the agreement's term.

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 _____ 2021

**THE SECTION DES RÉSIDENCES
D'ACCUEIL À L'ADULTE CSD**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Kaven Bissonnette, Vice President, CSD

Christian Dubé