



Group Agreement

BETWEEN

THE MINISTER OF HEALTH AND SOCIAL SERVICES

HEREINAFTER REFERRED TO AS “THE MINISTER”

AND

**THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ),
IN ITS CAPACITY AS A GROUPING OF RESOURCE ASSOCIATIONS,
COMPRISED OF FOSTER HOMES AND INTERMEDIATE RESOURCES
FOR ADULTS, ACTING ON BEHALF OF THE ASSOCIATIONS
THAT BELONG TO THE GROUPING**

HEREINAFTER REFERRED TO AS “THE SCFP”

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CHAPTER 1-0.00 GENERAL PROVISIONS

1-1.00 Purpose of the Agreement

1-1.01

The purpose of the agreement is to:

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

1-2.00 Definitions

1-2.01 Definitions

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

1-2.02 Base year

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

1-2.03 Association

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

1-2.04 Frame of reference

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

1-2.05 Circular

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

1-2.06 Spouses

Means two persons who are:

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

1-2.07 CPNSSS

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

1-2.08 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*.

1-2.09 Specific agreement

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

1-2.10 Institution

A public institution within the meaning of the AHSSS.

1-2.11 Form

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

1-2.12 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).

1-2.13 AHSSS

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

1-2.14 Disagreement

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

1-2.15 Ministère

The Ministère de la Santé et des Services sociaux.

1-2.16 Minister

The Minister of Health and Social Services.

1-2.17 Parties

The Minister and the SCFP.

1-2.18 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).

1-2.19 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.

1-2.20 SCFP

The Syndicat canadien de la fonction publique (SCFP-FTQ), in its capacity as a grouping of resources associations, acting on behalf of the associations that belong to the grouping

1-2.21 User

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

1-3.00 Fundamental Principles

1-3.01

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

1-3.02

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

1-3.03

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

1-3.04

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

The resource cooperates in establishing and maintaining an effective and efficient organization of services.

The resource also cooperates in the application of the best practices recognized by the institution, in particular those regarding users' needs.

1-3.05

The institution is, first and foremost, accountable for the quality of the services provided to the users.

For its part, 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.

1-3.06

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

1-3.07

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

1-3.08

Where its provision of services is concerned, the resource may require various support, help or accompaniment measures from individuals or organisations.

1-3.09

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*.

1-4.00 Blame

1-4.01

The institution must communicate in writing any blame regarding the resource's conduct within 90 days of the institution's knowledge of the facts giving rise to the blame.

The 90-day time period does not apply if knowledge of the facts by the institution has resulted in the launch of an administrative inquiry, the reporting of the facts or a complaint to a competent authority.

1-5.00 Coverage

1-5.01

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

1-5.02

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

1-5.03

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

1-5.04

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

1-5.05

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

1-6.00 Recognition

1-6.01

The associations mentioned in Appendix I have been recognized by the Commission des relations du travail as adult resources associations, in accordance with sections 3 and following of the *Act respecting the representation of resources*.

1-6.02

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 administrative tribunal.

1-7.00 Representation and Associative Life

Representation

1-7.01

The SCFP, 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.

1-7.02

In its capacity as an association of resources, the association represents all of the resources included in the representation unit with respect to defending and promoting the economic, social, moral and professional interests of the resources.

1-7.03

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

The same applies to the institutions, when the association requests such information regarding the main representatives that deal with the resources or the association.

1-7.04

The duties of the SCFP'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).

1-7.05

The duties of the association's representatives are, among others, to represent the resources within the framework of chapter 6-0.00 and to participate in the local committee on concerted action (article 7-2.00) and in the local committee on continuing training and professional development (7-3.00).

1-7.06

The institution must transmit monthly to the association an updated list of the represented resources. Transmitted electronically, this list contains the information necessary for the validation of the calculation of the dues withheld as well as the following information:

- the names of the person or persons responsible for the resource;
- the resource's address;
- the resource's phone number;
- the resource's national file number;

- the number of recognized places;
- the number of occupied places;
- the resource's email address, if applicable;
- the activities starting date;
- the name of the resources that ceased their activities during the month.

The parties cooperate so that the list of resources represented by the association is kept up-to-date.

1-7.07

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.

1-7.08

Only one such amount of dues may be withheld for each specific agreement.

Associative Life and Activities for Concerted Action

1-7.09

The resources may participate in associative life and in the various activities for concerted action (i.e.: general meeting, joint committees provided for in the agreement) insofar as their participation does not alter the quality of services to the users.

1-7.10

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

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

1-7.11

In addition, the Minister pays to the SCFP, as financial support for activities related to associative life and to concerted action, an annual amount to be determined after application of section 184 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)¹. The amount is updated yearly on 31 March. This amount is paid at the latest on 1 June of each year.

¹ If the process resulting from section 184 of the *Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies* is not carried out and the decisions having an impact on the Federation are not made by 31 March 2016, the annual amount will be \$9,146.35. Otherwise, the amounts will be established in accordance with the recognitions granted by the CRT as a result of such a process in proportion to the represented resources and in compliance with the budget allocated for this measure.

CHAPTER 2-0.00 CONDITIONS FOR THE PROVISION OF SERVICES

2-1.00 Statement of certain Responsibilities of the Institution¹

2-1.01

The following responsibilities rest on the institution:

- a) to pay the resource the remuneration and compensation payable in accordance with the agreement;
- b) to inform the resource of and deliver in writing the policies, directives or procedures applicable with regard to the resource's provision of services and ensure such policies, directives and procedures are complied with;
- c) to inform the resource of any change or revision to the policies, directives or procedures applicable by giving the resource a copy of the documents concerned;
- d) to give the resource a copy of the ethics code that the institution must implement in accordance with the AHSSS, where applicable;
- e) to cooperate with the resource in finding means aimed at implementing the user's specific support and assistance services, provided for in the *Regulation respecting classification*, and in attaining the objectives pursued;
- f) to promote the consultation of the resource when collecting information aimed at developing or revising the intervention plan;
- g) to inform the resource of the emergency procedures that may exist and that should be followed when it is faced with difficulties concerning a user and which may require other outside interventions, as well as to proceed with the interventions that the institution deems expedient in such circumstances.

2-1.02

In accordance with the Regulation respecting classification and to the extent and on the terms and conditions set out in the regulation, the institution must send the resource a summary of the information necessary in order to take charge of the user.

2-1.03

An employee, representative or mandatary 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.

If a visit is conducted without an appointment, the institution must inform the resource of the reason for doing so.

2-1.04

The institution shall allow the resource to examine its personal file kept by the institution after submitting an application to that effect to a representative of the institution.

This right is exercised by examining the file on the premises at a mutually agreed upon time, which, unless otherwise specified, must occur within a maximum of 30 days from the date of the application. Within the same time and once every year, the resource may obtain without cost a copy of the documents contained in its file.

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

¹ 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*.

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 Act.

2-2.00 Statement of certain Responsibilities relating to the placement and transfer of a user

2-2.01

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

2-2.02

The resource is responsible for receiving any user referred to it by the institution, except in exceptional circumstances.

2-1.03

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

- a) when the resource has good reason to believe that the user is exposing or may expose other people living within the resource to certain risks related to their health, safety or physical or psychological integrity;
- b) when the resource no longer feels able to provide the user with the services required by the user's condition;
- c) when the resource considers that the services required by a user are incompatible with those it must provide to other users according to their respective form for the determination of classification.

The institution's decision regarding such a request shall be sent in writing to the resource, usually within 30 days of the decision.

2-2.04

When a transfer is deemed necessary, the institution implements the measures it deems appropriate, in the best interest of the user and the resource, while waiting for the transfer.

2-3.00 Statement of certain Responsibilities of the Resource¹

2-3.01

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

2-3.02

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

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

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

2-3.03

In particular, the following responsibilities rest on the resource¹:

- 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 provide the user with a room, preferably a single room, as well as to share common rooms, such as the kitchen, dining room and living room with the users;
- c) to make available to the user the basic articles regarding personal hygiene, as well as basic pharmaceutical products, subject to the applicable legislative provisions;
- d) to ensure proper maintenance and upkeep of the access facilities for the handicapped, when required, while complying with the standards issued by municipal by-laws and by any other legislative or regulatory provision that may apply;
- 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. This responsibility does not entail the obligation for the resource to feed or lodge such persons;
- g) after the user's departure, to remit all the information concerning the user to the institution, to maintain the confidentiality of this information and to keep no such information;
- h) 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 belongings and assets to the institution, which acknowledges receipt in writing;
- i) to assume all the responsibilities incumbent upon the resource in its capacity as an employer with regard to each of its employees, where applicable;
- j) to use rooms and material that comply with the safety and hygiene standards applicable under the legislative and regulatory provisions applicable in Québec;
- k) to maintain the confidentiality of all of the information that is entrusted with regarding a user and the user's situation;
- l) to respect the users' privacy, in compliance with applicable legislative provisions.

2-3.04

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

When the person responsible for the resource is away, he or she must give the competent substitute and the institution a phone number at which he or she can be reached at all times.

2-3.05

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

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

¹ The frame of reference gives further details concerning certain statements contained in this clause.

2-4.00 Specific Agreement

2-4.01

The responsibility for entering into a specific agreement under section 55 of the *Act respecting the representation of resources* rests solely on the institution and the resource. .

2-4.02

Letter of understanding number II respecting the specific agreement applies hereto.

2-5.00 Administrative Inquiry

2-5.01

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

2-5.02

The inquiry must be carried out with diligence.

2-5.03

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

2-5.04

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

2-5.05

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

2-5.06

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

2-5.07

The institution communicates the findings of the inquiry to the resource.

If the institution concludes that the facts that gave rise to the administrative inquiry are unfounded, it drafts a document to attest to that fact. This document must be sent to the resource and added to its file.

CHAPTER 3-0.00 REMUNERATION

3-1.00 Definitions

3-1.01

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

a) temporary absence of the user

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

b) recognized place

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

c) available place

a recognized place is considered available if it allows the institution to refer a new user. The resource and the institution agree to use the form attached to Letter of understanding N^o 3 to express restricted or irregular availability;

d) occupied place

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

e) placement

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

3-2.00 Components of the Remuneration for Services¹

3-2.01

The resources remuneration is constituted of a number of components:

- a) a daily rate per user associated with the level of services required, as set out in the remuneration scale relating to support and assistance which appears in article 3-3.00, subject to the adjustment by reason of the particular income tax status of the resource, in accordance with 3-3.11;
- b) a monetary compensation that is added to the rate mentioned in paragraph a), in accordance with article 3-4.00;
- c) an amount aimed at giving access to certain services related to fringe benefits that are added to the sums obtained by the application of articles 3-3.00 and 3-4.00, in accordance with article 3-5.00;
- d) certain financial compensations that are also added to the sums obtained by the application of articles 3-3.00 and 3-4.00, in accordance with article 3-6.00;
- e) an allowance for reasonable operating expenses that is added to the components set out in the aforementioned paragraphs a) to d), in accordance with article 3-7.00.

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

3-3.00 Remuneration Scale regarding Support or Assistance

3-3.01

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

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

3-3.02

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

3-3.03

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

3-3.04

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

3-3.05

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

However, the classification examination procedure set out in Letter of understanding Number 1 does apply.

3-3.06

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

Levels of services	Daily rate per user
	From 1 April 20151
Level 1 services	\$34.88
Level 2 services	\$43.60
Level 3 services	\$52.31
Level 4 services	\$61.03
Level 5 services	\$69.74
Level 6 services	\$78.47

3-3.07

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

Daily rate per user
From 1 April 2015
\$47,88

3-3.08

The daily rates per user mentioned in clauses 3-3.06 and 3-3.07 are paid retroactively to 1 April 2015.

These remuneration rates are subject to the increase described in clause 3-3.09 for the periods mentioned.

Increase from 1 April 2015

3-3.09

The increases and their date or dates of coming into force will be determined in accordance with the provisions agreed upon at the master table.

3.3.10

The resource's monthly remuneration for support or assistance is obtained by computing the total of the daily rates of remuneration for each user its lodges, by application of clauses 3-3.06 to 3-3.09, based on the number of placement days during the month.

Adjustment due to the resource's particular income tax status

3-3.11

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

3-3.12

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 1 April 2015
Monthly remuneration	\$9,547.03
Maximum adjustment	\$3,121.88 ²

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

¹ The time period of 60 days is applicable, without regard to the nature of the placement (i.e. short stay, respite, stopgap solution).

² As of the first month after the signing of this agreement, the amount of the maximum adjustment is revised at \$3,093.24.

3-3.13

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

3-4.00 Monetary Compensation

3-4.01

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

3-4.02

The monetary compensation is calculated on the resource's monthly remuneration, by application of clauses 3-3.06 to 3-3.09, following the adjustment provided for in clauses 3-3.11 and 3-3.12, and by multiplying the adjusted remuneration by 10.1%.

3-4.03

The monetary compensation is paid monthly.

3-4.04

The compensation is paid retroactively to 1 April 2015.

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

3-5.01

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

3-5.02

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

3-5.03

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

From 1 April 2015	
1 person responsible	\$49,573
2 persons responsible	\$86,783

3-5.04

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

3-5.05

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

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, for example, the following financial compensation applies in 2015:

- a) For the QPP

The lesser of \$53,600 (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 (10.50% - 5.25%) (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 \$77,000 (maximum insurable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, multiplied by (0.993%-0.559%) (rate for a self-employed worker – rate for an employee), which is applicable in the case of a single 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 that the resource is entitled to under this clause is paid monthly to the resource.

3-6.03

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

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

3-6.05

A resource that ends its personal coverage the within the optional plan of the CSST during a fiscal year consents to the CSST 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 \$25.72 per user, for each day of placement, as of 1 April 2015. The daily allowance includes a portion for the resource's fixed costs, set at 60%, and another portion for the variable costs, set at 40%.

3-7.03

When a recognized place is available, only the portion of the allowance for fixed costs is payable to the resource for each day during which the recognized place is available.

3-7.04

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

3-8.00 Special Remuneration

Transportation Expenses

3-8.01

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

- a) an appointment with a health and social services professional (for example, with a specialist in a hospital, a dentist, an optometrist, a psychologist, a psychoeducator, etc.), excluding annual check-ups;
- b) court-related matters (for example: police, courthouse, community services, etc.);
- c) visit with the biological family;
- d) integrating or continuing school or work (for example: taking the user to the daycare centre he or she goes to for clinical needs, taking the user to a meeting with a representative of the user's school if called in, transporting a user whose school

transportation has been suspended so that the user is maintained in school, taking the user to his or her internship or work, or to volunteering activities, accompanying the user to a meeting with his or her employer, etc.).

3-8.02

The expenses must be previously authorized by the institution.

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

3-8.03

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

3-8.04

Where a user 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 following terms:

- for each transport made, the resource receives a lump sum indemnity of \$10.75;
- when the transportation distance is more than 50 kilometers, the resource receives, for each kilometer over the first 50 kilometers, the mileage indemnity provided for in the "Directive sur les frais remboursables lors d'un déplacement et autres frais inhérents", revised by CT 215311, dated 6 July 2015, and its subsequent amendments.

The reimbursement of the other expenses incurred for transportation provided for in clause 2-8.01 (meals, parking, accommodations) must comply with the aforementioned directive.

3-8.05

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

3-8.06

Any other transportation expenses relating to services provided by a resource are included in the reasonable operating expenses that are compensated by the daily allowance set out in clause 3-7.02.

3-8.07

The institution may require that the transportation provided for in this provision be made by the resource if it considers the resource 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 and requiring a temporary substitution by a person that the resource must pay specifically for carrying out such a substitution.

3-8.09

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

- for any substitution of less than 5 hours: an indemnity of \$40 is paid to the resource;
- for any substitution of 5 hours and more, but less than 10 hours: and indemnity of \$80 is paid to the resource;
- for any substitution of 10 hours and more: and indemnity of \$120 is paid to the resource.

The daily indemnity paid to the resource cannot exceed \$120.

3-8.10

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

3-8.11

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

3-8.12

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
From 1 April 2015
\$218.11

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

3-8.13

The rates mentioned in 3-8.12 are increased as provided for in clause 3-3.09, with the necessary modifications.

3-9.00 Modes of Remuneration and Payment Process

General Provisions

3-9.01

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

3-9.02

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

3-9.03

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

3-9.04

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

Payment Process

3-9.05

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

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

3-9.06

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

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

3-9.07

To the extent possible, the institution has 60 days, from the date it receives the request for reimbursement, to reimburse the special remuneration.

3-9.09

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, using the form provided by the institution, 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 are applicable, with the necessary modifications.

3-9.12

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

3-9.13

To the extent possible, the resource must submit a request for reimbursement within 60 days from the moment the expense was incurred.

3-9.14

To the extent possible, the institution reimburses the expenses incurred on behalf of the user within 60 days from the date it receives the request for reimbursement of certain financial allowances.

3-10.00 Terms for the temporary maintenance of certain resources' remuneration**3-10.01**

Letter of understanding number III applies.

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

4-1.00 Continuing training and professional development

4-1.01

Continuing training and professional development are concerned.

4-1.02

The resource must reach and maintain an adequate level of competency in response to the users' needs, and as such, it shall participate in the continuing training and professional development activities implemented by the committee established under 7-3.00, or by the committee established under article 7-2.00 in the event that clause 7-3.05 is applicable.

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.

4-1.04

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

For the purposes of this clause, these expenses include the direct expenses incurred, such as registration fees and travelling expenses, as well as indirect expenses, such as substitution costs and the institution's administration fees related to the implementation of a training activity..

4-1.045

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

4-2.00 Insurance

4-2.01

Letter of understanding number 4 applies.

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

5-1.00 Continuity in the provision of services

5-1.01

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

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

5-1.02

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

The substitution procedure set out in clause 2-3.04 applies.

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

5-2.01

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

- a) illness or accident: for a period of no more than 52 weeks;
- b) a disability resulting directly from severe bodily injury inflicted during or resulting directly from the commission of a criminal offence, except if it is an employment injury within the meaning of the *Act respecting industrial accidents and occupational diseases*, for a period of no more than 104 weeks;
- c) the illness of a minor child that requires the resource's presence: for a period of no more than 12 weeks;
- d) a potentially fatal illness of a minor child or in the case of severe bodily injury to a minor child resulting from the commission of a criminal offence: for a period of no more than 104 weeks;
- e) the disappearance of a minor child: for a period of no more than 52 weeks;
- f) the death by suicide of a spouse or a child: a period of no more than 52 weeks;
- g) the death of a spouse or child resulting from or directly caused by a criminal act: for a period of no more than 104 weeks;
- h) a bodily injury inflicted while attempting to make a legal arrest, or while assisting a police officer, or while trying to legally prevent an offence or presumed offence, or while trying to assist a police officer who is acting in these same circumstances: a period of no more than 104 weeks;
- i) if the resource is called to be a juror.

5-2.02

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

5-2.03

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

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

5-2.04

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

5-2.05

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

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 resource may receive maternity benefits, paternity benefits, parental benefits or adoption benefits subject to its eligibility and in accordance with the provisions relating to the exercise of the resource's parental rights as prescribed by the *Act respecting parental insurance* (CQLR, c. A-29.011) and the *Regulation under the Act respecting parental insurance* (CQLR, c. A-29.011, r. 2), while ensuring that users' rights are taken into account.

If the resource temporarily ceases to provide services under this section, clause 5-2.02 applies, with the necessary modifications.

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.

If the resource temporarily ceases to provide services under this section, clause 5-2.02 applies, with the necessary modifications.

5-4.02

In accordance with section 58 of the *Act respecting the representation of resources*, the resource has the right to take advantage of the conditions, mechanics and rights under a protective reassignment plan for resources once the plan is established by regulation of the Gouvernement du Québec.

CHAPTER 6-0.00 MECHANISMS FOR CONCERTED ACTION AND PROCEDURES

6-1.00 Mechanisms for concerted action

6-1.01

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

6-1.02

The 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.

6-1.03

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

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

6-1.04

The mechanisms for concerted action are the following:

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

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 c) and d), 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 a representative of the association at any step of the procedure for settling disagreements or of the arbitration process.

6-2.02

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

6-2.03

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

6-2.04

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

6-2.05

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

6-2.06

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

6-2.07

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

6-2.08

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

6-2.09

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

6-2.10

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

6-2.11

If the Minister and the association 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.

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 or the Minister within the procedure for the settlement of a disagreement, or 60 days from the moment at which this decision should have been made.

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

6-3.02

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

6-3.03

At any time before the end of the hearing, the Minister and the SCFP-FTQ may intervene and make any representation they deem appropriate or relevant.

A written notice of the intervention must be sent to the other party to the agreement and to the institution and the association.

6-3.04

The provisions of articles 940 and following of the *Code of civil procedure* (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 or the Minister, as the case may be, and the association from the list included in Appendix IV.

6-3.06

However, the arbitration must be carried out before 3 arbitrators, who then form a council for the settlement of disagreements, if the parties so agree and if the disagreement is of national interest.

6-3.07

When the arbitration must take place before a council for the settlement of disagreements, the parties each appoint one arbitrator and these arbitrators appoint the third one. The latter is appointed from the list included in Appendix IV.

6-3.08

The Minister appoints a Chief Arbitrator after having consulted the SCFP-FTQ.

6-3.09

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

6-3.10

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

6-3.11

In the cases provided for in clauses 6-3.09 and 6-3.10, the Chief Arbitrator's decision is final and cannot be appealed.

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

6-3.14

In exercising 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 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 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 corrections to a decision that is marred by a clerical error, a calculation error, or any other material error;
- e) render any other decision, including a temporary order, to safeguard the rights of the parties.

6-3.15

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

6-3.16

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

6-3.17

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

6-3.18

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

CHAPTER 7-0.00 COMMITTEES

7-1.00 National committee on concerted action and agreement monitoring

7-1.01

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

7-1.02

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

7-1.03

The committee may enlist the services of resource persons.

7-1.04

The committee's general mandate is to

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

7-1.05

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

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

7-2.00 Local committee on concerted action

7-2.01

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

7-2.02

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

7-2.03

The committee may enlist the services of resource persons.

7-2.04

The committee's mandate is to

- a) generally, act as a mechanism for concerted action at the local level;
- 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;
- d) examine any disagreement and attempt to settle it;
- e) make the recommendations deemed necessary to the institution and the association;
- f) act as local committee on continuing training and professional development when so decided by the institution and the association.

7-3.00 Local committee on continuing training and professional development

7-3.01

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

7-3.02

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

7-3.03

The committee may enlist the services of resource persons.

7-3.04

The committee's mandate is as follows:

- a) to plan the continuing training and professional development activities and ensure their implementation within the framework of the orientations, priorities and programs for continuing training and professional development determined at the national level;
- b) to establish a plan of action and a schedule of continuing training and professional development activities;
- c) to maintain a record of the activities and to draw up an annual account of these activities;

- d) to maintain an individualized record of the training activities attended;
- e) to report to the National committee on concerted action and agreement monitoring on the continuing training and professional development activities, and on the use of the sums allocated to the funding of these activities.

7-3.05

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

CHAPTER 8-0.00 MISCELLANEOUS PROVISIONS

8-1.00 Nullity of a provision

8-1.01

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

8-2.00 Appendices, letters of understanding and reference documents

8-2.01

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

8-2.02

The appendices or letters of understanding that do not form an integral part of the agreement may not be subject to any type of proceedings, notably the arbitration procedure provided in clause 6-3.00.

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

8-3.00 Access to the agreement

8-3.01

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

8-4.00 Coming into force and duration of the agreement

8-4.01

Subject to any specific provision to the contrary, this agreement comes into force on the day it is signed and its expiry date will be determined in accordance with the term agreed upon at the master table

8-4.02

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

8-4.03

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

In witness thereof, the parties have signed on the _____ day of _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ), IN
ITS CAPACITY AS A GROUPING OF
RESOURCES ASSOCIATIONS**

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

Jean-Julien Mercier, Representative

Gilles Rancourt, Representative

Denise Baynes

Anne-Marie Fournier

Nancy Ricard

Patrick Baril

Pierre Briseboise

Stéphanie Naud

Pierre Hébert

Valérie Godreau

Réjean Ruel

Ysabelle St-Laurent

Sonia Tremblay

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Gaétan Barrette

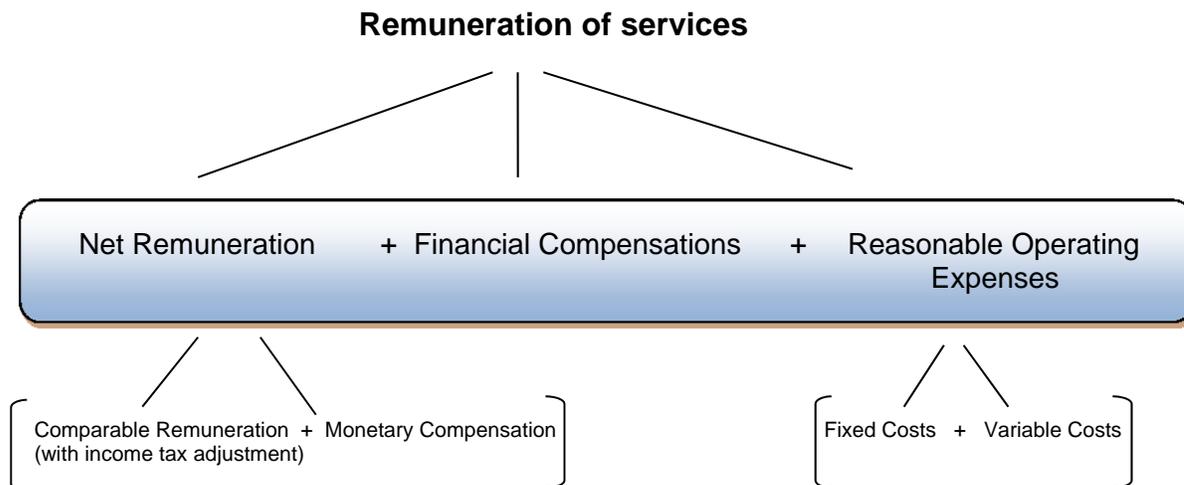
Appendix I

List of associations belonging to the grouping of associations formed by the SCFP and to which the Group Agreement applies

Syndicat canadien de la fonction publique (SCFP-FTQ), section locale 4950

Syndicat canadien de la fonction publique (SCFP-FTQ), section locale 4997

Syndicat canadien de la fonction publique (SCFP-FTQ), section locale 5236



Remuneration scale regarding support or assistance services

Related sector of activities:	Health and Social Services Sector	
Analogous job retained:	Health and social services auxiliary	
Salary range (group 333 of the <i>Nomenclature des titres d'emploi, des libellés et des échelles de salaire du réseau de la santé et des services sociaux</i>)	step 4 from 01-04-2015	
Annualized Remuneration (365 days)	\$57,283.60 (rate in force until 1 April 2015)	
Provision of services ¹ based on the intensity levels	Level 1 Services	22.22%
	Level 2 Services	27.78%
	Level 3 Services	33.33%
	Level 4 Services	38.89%
	Level 5 Services	44.44%
	Level 6 Services	50.00%

¹ According to the Form for the determination and classification of support and assistance services .

Appendix III

Income Tax Adjustment Table

Remuneration related to support or assistance							
Monthly	adjustment %						
\$1,000	0,0%	\$2,521	14,1%	\$4,042	19,9%	\$5,563	24,8%
\$1,021	0,0%	\$2,542	14,2%	\$4,063	20,0%	\$5,583	24,8%
\$1,042	0,0%	\$2,563	14,3%	\$4,083	20,1%	\$5,604	24,9%
\$1,063	0,0%	\$2,583	14,4%	\$4,104	20,1%	\$5,625	24,9%
\$1,083	0,0%	\$2,604	14,5%	\$4,125	20,2%	\$5,646	25,0%
\$1,104	0,0%	\$2,625	14,6%	\$4,146	20,3%	\$5,667	25,0%
\$1,125	0,1%	\$2,646	14,7%	\$4,167	20,4%	\$5,688	25,1%
\$1,146	0,4%	\$2,667	14,8%	\$4,188	20,5%	\$5,708	25,1%
\$1,167	0,6%	\$2,688	14,9%	\$4,208	20,6%	\$5,729	25,2%
\$1,188	0,7%	\$2,708	15,0%	\$4,229	20,6%	\$5,750	25,2%
\$1,208	0,9%	\$2,729	15,1%	\$4,250	20,7%	\$5,771	25,3%
\$1,229	1,1%	\$2,750	15,2%	\$4,271	20,8%	\$5,792	25,3%
\$1,250	1,3%	\$2,771	15,3%	\$4,292	20,9%	\$5,813	25,4%
\$1,271	1,5%	\$2,792	15,4%	\$4,313	21,0%	\$5,833	25,4%
\$1,292	1,7%	\$2,813	15,5%	\$4,333	21,0%	\$5,854	25,5%
\$1,313	2,1%	\$2,833	15,6%	\$4,354	21,1%	\$5,875	25,5%
\$1,333	2,5%	\$2,854	15,7%	\$4,375	21,2%	\$5,896	25,6%
\$1,354	2,9%	\$2,875	15,7%	\$4,396	21,3%	\$5,917	25,6%
\$1,375	3,2%	\$2,896	15,8%	\$4,417	21,3%	\$5,938	25,6%
\$1,396	3,6%	\$2,917	15,9%	\$4,438	21,4%	\$5,958	25,7%
\$1,417	3,9%	\$2,938	16,0%	\$4,458	21,5%	\$5,979	25,7%
\$1,438	4,2%	\$2,958	16,1%	\$4,479	21,6%	\$6,000	25,8%
\$1,458	4,5%	\$2,979	16,1%	\$4,500	21,6%	\$6,021	25,8%
\$1,479	4,8%	\$3,000	16,2%	\$4,521	21,7%	\$6,042	25,9%
\$1,500	5,1%	\$3,021	16,3%	\$4,542	21,8%	\$6,063	25,9%
\$1,521	5,4%	\$3,042	16,4%	\$4,563	21,9%	\$6,083	26,0%
\$1,542	5,7%	\$3,063	16,5%	\$4,583	21,9%	\$6,104	26,0%
\$1,563	6,0%	\$3,083	16,5%	\$4,604	22,0%	\$6,125	26,0%
\$1,583	6,3%	\$3,104	16,6%	\$4,625	22,1%	\$6,146	26,1%
\$1,604	6,5%	\$3,125	16,7%	\$4,646	22,1%	\$6,167	26,1%
\$1,625	6,8%	\$3,146	16,7%	\$4,667	22,2%	\$6,188	26,2%
\$1,646	7,1%	\$3,167	16,8%	\$4,688	22,3%	\$6,208	26,2%
\$1,667	7,3%	\$3,188	16,9%	\$4,708	22,4%	\$6,229	26,2%
\$1,688	7,6%	\$3,208	16,9%	\$4,729	22,4%	\$6,250	26,3%
\$1,708	7,8%	\$3,229	17,0%	\$4,750	22,5%	\$6,271	26,3%
\$1,729	8,1%	\$3,250	17,1%	\$4,771	22,6%	\$6,292	26,4%
\$1,750	8,3%	\$3,271	17,1%	\$4,792	22,6%	\$6,313	26,4%
\$1,771	8,5%	\$3,292	17,2%	\$4,813	22,7%	\$6,333	26,4%
\$1,792	8,7%	\$3,313	17,3%	\$4,833	22,8%	\$6,354	26,5%
\$1,813	8,9%	\$3,333	17,3%	\$4,854	22,8%	\$6,375	26,5%
\$1,833	9,1%	\$3,354	17,4%	\$4,875	22,9%	\$6,396	26,6%
\$1,854	9,4%	\$3,375	17,5%	\$4,896	23,0%	\$6,417	26,6%
\$1,875	9,6%	\$3,396	17,5%	\$4,917	23,0%	\$6,438	26,6%
\$1,896	9,7%	\$3,417	17,6%	\$4,938	23,1%	\$6,458	26,7%
\$1,917	9,9%	\$3,438	17,6%	\$4,958	23,1%	\$6,479	26,7%
\$1,938	10,1%	\$3,458	17,7%	\$4,979	23,2%	\$6,500	26,7%
\$1,958	10,3%	\$3,479	17,8%	\$5,000	23,3%	\$6,521	26,8%
\$1,979	10,5%	\$3,500	17,8%	\$5,021	23,3%	\$6,542	26,8%
\$2,000	10,7%	\$3,521	17,9%	\$5,042	23,4%	\$6,563	26,9%
\$2,021	10,8%	\$3,542	17,9%	\$5,063	23,5%	\$6,583	26,9%
\$2,042	11,0%	\$3,563	18,0%	\$5,083	23,5%	\$6,604	26,9%
\$2,063	11,2%	\$3,583	18,0%	\$5,104	23,6%	\$6,625	27,0%
\$2,083	11,3%	\$3,604	18,1%	\$5,125	23,6%	\$6,646	27,0%
\$2,104	11,5%	\$3,625	18,2%	\$5,146	23,7%	\$6,667	27,0%
\$2,125	11,6%	\$3,646	18,3%	\$5,167	23,8%	\$6,688	27,1%
\$2,146	11,8%	\$3,667	18,3%	\$5,188	23,8%	\$6,708	27,1%
\$2,167	11,9%	\$3,688	18,4%	\$5,208	23,9%	\$6,729	27,1%
\$2,188	12,1%	\$3,708	18,5%	\$5,229	23,9%	\$6,750	27,2%
\$2,208	12,2%	\$3,729	18,6%	\$5,250	24,0%	\$6,771	27,2%
\$2,229	12,4%	\$3,750	18,6%	\$5,271	24,0%	\$6,792	27,2%
\$2,250	12,5%	\$3,771	18,7%	\$5,292	24,1%	\$6,813	27,3%
\$2,271	12,7%	\$3,792	18,8%	\$5,313	24,2%	\$6,833	27,3%
\$2,292	12,8%	\$3,813	18,8%	\$5,333	24,2%	\$6,854	27,3%
\$2,313	12,9%	\$3,833	18,9%	\$5,354	24,3%	\$6,875	27,4%
\$2,333	13,0%	\$3,854	19,0%	\$5,375	24,3%	\$6,896	27,4%
\$2,354	13,2%	\$3,875	19,1%	\$5,396	24,4%	\$6,917	27,4%
\$2,375	13,3%	\$3,896	19,2%	\$5,417	24,4%	\$6,938	27,5%
\$2,396	13,4%	\$3,917	19,3%	\$5,438	24,5%	\$6,958	27,5%
\$2,417	13,5%	\$3,938	19,4%	\$5,458	24,5%	\$6,979	27,5%
\$2,438	13,7%	\$3,958	19,5%	\$5,479	24,6%	\$7,000	27,6%
\$2,458	13,8%	\$3,979	19,6%	\$5,500	24,6%	\$7,021	27,6%
\$2,479	13,9%	\$4,000	19,7%	\$5,521	24,7%	\$7,042	27,6%
\$2,500	14,0%	\$4,021	19,8%	\$5,542	24,7%	\$7,063	27,7%

Remuneration related to support or assistance	
Monthly	adjustment %
\$7,083	27,7%
\$7,104	27,7%
\$7,125	27,8%
\$7,146	27,8%
\$7,167	27,9%
\$7,188	27,9%
\$7,208	28,0%
\$7,229	28,0%
\$7,250	28,0%
\$7,271	28,1%
\$7,292	28,1%
\$7,313	28,2%
\$7,333	28,2%
\$7,354	28,2%
\$7,375	28,3%
\$7,396	28,3%
\$7,417	28,4%
\$7,438	28,4%
\$7,458	28,4%
\$7,479	28,5%
\$7,500	28,5%
\$7,521	28,6%
\$7,542	28,6%
\$7,563	28,6%
\$7,583	28,7%
\$7,604	28,7%
\$7,625	28,8%
\$7,646	28,8%
\$7,667	28,9%
\$7,688	28,9%
\$7,708	29,0%
\$7,729	29,0%
\$7,750	29,1%
\$7,771	29,1%
\$7,792	29,1%
\$7,813	29,2%
\$7,833	29,2%
\$7,854	29,3%
\$7,875	29,3%
\$7,896	29,4%
\$7,917	29,4%
\$7,938	29,4%
\$7,958	29,5%
\$7,979	29,5%
\$8,000	29,6%
\$8,021	29,6%
\$8,042	29,7%
\$8,063	29,7%
\$8,083	29,7%
\$8,104	29,8%
\$8,125	29,8%
\$8,146	29,9%
\$8,167	29,9%
\$8,188	29,9%
\$8,208	30,0%
\$8,229	30,0%
\$8,250	30,1%
\$8,271	30,1%
\$8,292	30,1%
\$8,313	30,2%
\$8,333	30,2%
\$8,354	30,3%
\$8,375	30,3%
\$8,396	30,3%
\$8,417	30,4%
\$8,438	30,4%
\$8,458	30,5%
\$8,479	30,5%
\$8,500	30,5%
\$8,521	30,6%
\$8,542	30,6%
\$8,563	30,6%
\$8,583	30,7%

Remuneration related to support or assistance	
Monthly	adjustment %
\$8,604	30,7%
\$8,625	30,8%
\$8,646	30,8%
\$8,667	30,8%
\$8,688	30,9%
\$8,708	30,9%
\$8,729	31,0%
\$8,750	31,0%
\$8,771	31,0%
\$8,792	31,1%
\$8,813	31,1%
\$8,833	31,1%
\$8,854	31,2%
\$8,875	31,2%
\$8,896	31,3%
\$8,917	31,3%
\$8,938	31,3%
\$8,958	31,4%
\$8,979	31,4%
\$9,000	31,4%
\$9,021	31,5%
\$9,042	31,5%
\$9,063	31,6%
\$9,083	31,6%
\$9,104	31,6%
\$9,125	31,7%
\$9,146	31,7%
\$9,167	31,7%
\$9,188	31,8%
\$9,208	31,8%
\$9,229	31,8%
\$9,250	31,9%
\$9,271	31,9%
\$9,292	31,9%
\$9,313	32,0%
\$9,333	32,0%
\$9,354	32,1%
\$9,375	32,1%
\$9,396	32,1%
\$9,417	32,2%
\$9,438	32,2%
\$9,458	32,2%
\$9,479	32,3%
\$9,500	32,3%
\$9,521	32,3%
\$9,542	32,4%
\$9,563	32,4%
\$9,583	32,4%
\$9,604	32,5%
\$9,625	32,5%
\$9,646	32,5%
\$9,667	32,6%
\$9,688	32,6%
\$9,708	32,6%
\$9,729	32,6%
\$9,750	32,7%
\$9,771	32,7%
\$9,792	32,7%
\$9,813	32,8%
\$9,833	32,8%
\$9,854	32,8%
\$9,875	32,9%
\$9,896	32,9%
\$9,917	32,9%
\$9,938	33,0%
\$9,958	33,0%
\$9,979	33,0%
\$10,00	33,0%
\$10,02	33,1%
\$10,04	33,1%
\$10,06	33,1%
\$10,08	33,2%
\$10,10	33,2%

Remuneration related to support or assistance	
Monthly	adjustment %
\$10,125	33,2%
\$10,146	33,3%
\$10,167	33,3%
\$10,188	33,3%
\$10,208	33,3%
\$10,229	33,4%
\$10,250	33,4%
\$10,271	33,4%
\$10,292	33,5%
\$10,313	33,5%
\$10,333	33,5%
\$10,354	33,5%
\$10,375	33,6%
\$10,396	33,6%
\$10,417	33,6%
\$10,438	33,7%
\$10,458	33,7%
\$10,479	33,7%
\$10,500	33,7%
\$10,521	33,8%
\$10,542	33,8%
\$10,563	33,8%
\$10,583	33,8%
\$10,604	33,9%
\$10,625	33,9%
\$10,646	33,9%
\$10,667	33,9%
\$10,688	34,0%
\$10,708	34,0%
\$10,729	34,0%
\$10,750	34,1%
\$10,771	34,1%
\$10,792	34,1%
\$10,813	34,1%
\$10,833	34,2%
\$10,854	34,2%
\$10,875	34,2%
\$10,896	34,2%
\$10,917	34,3%
\$10,938	34,3%
\$10,958	34,3%
\$10,979	34,3%
\$11,000	34,4%
\$11,021	34,4%
\$11,042	34,4%
\$11,063	34,4%
\$11,083	34,5%
\$11,104	34,5%
\$11,125	34,5%
\$11,146	34,5%
\$11,167	34,6%
\$11,188	34,6%
\$11,208	34,6%
\$11,229	34,6%
\$11,250	34,6%
\$11,271	34,7%
\$11,292	34,7%
\$11,313	34,7%
\$11,333	34,7%
\$11,354	34,8%
\$11,375	34,8%
\$11,396	34,8%
\$11,417	34,8%
\$11,438	34,9%
\$11,458	34,9%
\$11,479	34,9%
\$11,500	34,9%
\$11,521	35,0%
\$11,542	35,0%
\$11,563	35,0%
\$11,583	35,0%
\$11,604	35,0%
\$11,625	35,1%

Remuneration related to support or assistance	
Monthly	adjustment %
\$11,646	35,1%
\$11,667	35,1%
\$11,688	35,1%
\$11,708	35,2%
\$11,729	35,2%
\$11,750	35,2%
\$11,771	35,2%
\$11,792	35,3%
\$11,813	35,3%
\$11,833	35,3%
\$11,854	35,3%
\$11,875	35,4%
\$11,896	35,4%
\$11,917	35,4%
\$11,938	35,4%
\$11,958	35,5%
\$11,979	35,5%
\$12,000	35,5%
\$12,021	35,5%
\$12,042	35,6%
\$12,063	35,6%
\$12,083	35,6%
\$12,104	35,6%
\$12,125	35,7%
\$12,146	35,7%
\$12,167	35,7%
\$12,188	35,7%
\$12,208	35,8%
\$12,229	35,8%
\$12,250	35,8%
\$12,271	35,8%
\$12,292	35,9%
\$12,313	35,9%
\$12,333	35,9%
\$12,354	35,9%
\$12,375	36,0%
\$12,396	36,0%
\$12,417	36,0%
\$12,438	36,0%
\$12,458	36,1%
\$12,479	36,1%
\$12,500	36,1%
\$12,521	36,1%
\$12,542	36,1%
\$12,563	36,2%
\$12,583	36,2%
\$12,604	36,2%
\$12,625	36,2%
\$12,646	36,3%
\$12,667	36,3%
\$12,688	36,3%
\$12,708	36,3%
\$12,729	36,4%
\$12,750	36,4%
\$12,771	36,4%
\$12,792	36,4%
\$12,813	36,4%
\$12,833	36,5%
\$12,854	36,5%
\$12,875	36,5%
\$12,896	36,5%
\$12,917	36,5%
\$12,938	36,6%
\$12,958	36,6%
\$12,979	36,6%
\$13,000	36,6%

Appendix IV

List of Arbitrators

Chief Arbitrator: François Hamelin

1. Jean Barrette
2. Francine Beaulieu (Québec)
3. François Blais
4. Nathalie Faucher
5. Martin Racine
6. Denis Gagnon (Québec)
7. Joëlle L'Heureux
8. Jean-Pierre Lussier
9. Jean Ménard
10. Suzanne Moro
11. Denis Provençal (Québec)

LETTER OF UNDERSTANDING N° I BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) RESPECTING PHYSICAL STANDARDS

THE PARTIES AGREE AS FOLLOWS:

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

In witness thereof, the parties have signed on the _____ day of _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

LETTER OF UNDERSTANDING N° II BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) RESPECTING THE SPECIFIC AGREEMENT

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

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

- a) the number of recognized places assigned to the resource;
- b) the type of users that may be referred to the resource;
- c) the identification of the 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 SCFP-FTQ, in accordance with the responsibilities of the institution and of the resource, wish to promote the best practices regarding the specific agreements, with a view to ensuring coherence among institutions and resources;

The parties agree as follows:

1. The institutions and the resources shall use the specific agreement template appended to this letter of understanding.
2. Since the arbitration procedure set out in the group agreement only applies to difficulties respecting the interpretation or the application of the group agreement¹, the arbitration procedure does therefore not apply to a difficulty relating to the interpretation or the application of the specific agreement.
3. However, in consideration of the provisions agreed upon in relation to article 6-3.00, the Minister and the SCFP-FTQ agree that the resolution of certain difficulties relating to the specific agreement shall be submitted to the same mechanisms or procedures as those set out in the group agreement, for difficulties relating to the interpretation or the application of that agreement.
4. Therefore, the Minister and the SCFP-FTQ 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 c) and d) of the collective agreement.

¹ Section 56 of the *Act respecting the representation of resources* and clause 1-2.13 of the group agreement.

- c) That the arbitration procedure provided for in the collective agreement shall apply, with the necessary modifications, in the following cases:
- in the case of a dispute concerning the modification of the specific agreement during its term;
 - in the case of a dispute concerning the termination of the specific agreement by the institution, before the term has expired;
 - in the case of a dispute arising from the fact that the institution precluded the specific agreement from being renewed, where the application of the agreement would have entitled the resource to such a renewal.
- d) That, in the cases mentioned in the preceding paragraph c), the arbitrator must verify if the decision made by the institution was based on a serious reason.
- e) That, if not, it falls under the arbitrator's purview to set the amount of the damages and interest that may be due to the resource for the losses it has suffered, including exemplary damages, if applicable.
- f) That, if the arbitrator considers it appropriate, the arbitrator may order the parties to discuss, within a time the arbitrator determines, the possibility of re-establishing the specific agreement and its related terms. The arbitrator must then, prior to such an order, send the parties his or her decision as to whether the dispute is well-founded, without any determination as to damages and interest. The arbitrator may designate a mediator or a conciliator to accompany the parties during this discussion.
- If the discussions fail, the arbitrator sets the amount of damages and interest, if applicable.
- g))That, despite any provision to the contrary, the arbitrator cannot in any way order that a specific agreement that has been terminated by the institution or that has been precluded by the institution from being renewed, be put back into force.

5. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the ____ day of _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

SPECIFIC AGREEMENT TEMPLATE

**THE MINISTER OF HEALTH AND SOCIAL SERVICES AND
THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ)**

SPECIFIC AGREEMENT¹ 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*)² 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*)³;

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 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* provides that the institution carries out the recruitment and the evaluation of the resources in accordance with the general criteria determined by the Minister.

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

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

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

² If the resource is run by a partnership, it is necessary to add, before the names of the physical persons who are responsible for the resource, the legal name and type (general, limited, undeclared, joint venture) of the partnership.

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

WHEREAS section 312 of the *Act respecting health services and social services* (CQLR, c. S-4.2) provides that may be recognized as a foster family or foster residence, one or two people who receive in their principal place of residence a maximum of nine children in difficulty or 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 that Act applies to family-type resources within the meaning of the *Act respecting health services and social services* 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.t

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 *Act respecting Health Services and Social Services* and its regulations, among which the *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (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 (S.C. 2002, c. 1); and

2.2.4. of the group agreement signed on _____ 2015 between the Minister of Health and Social Services and the Syndicat canadien de la fonction publique (SCFP-FTQ), (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 agreement may violate any of these legislative or regulatory provisions or those of the Group Agreement.

3. RECOGNIZED PLACES¹

- 3.1. The Parties agree that (*number of recognized places*) places are recognized unto the Resouce in order to lodge users referred by the Institution.
- 3.2. In addition, 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 departure of the user or users _____ (confidential identification of the user(s)), the place or places will be closed.

4. TYPE OF USERS

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

Child:	<input type="checkbox"/>	Adult:	<input type="checkbox"/>
Young persons with adjustment problems:	<input type="checkbox"/>	<input type="text"/>	
Mentally impaired:	<input type="checkbox"/>	<input type="text"/>	
Autism spectrum disorder:	<input type="checkbox"/>	<input type="text"/>	
Physically impaired:	<input type="checkbox"/>	<input type="text"/>	
Mental health:	<input type="checkbox"/>	<input type="text"/>	
Addictions:	<input type="checkbox"/>	<input type="text"/>	
Autonomy support for seniors:	<input type="checkbox"/>	<input type="text"/>	
Others:	<input type="checkbox"/>	<input type="text"/>	

³ 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.).

5. TERM¹

5.1. Initial term

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

- Or - alternate clause

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

5.2. Renewal or Modification²

5.2.1. This agreement is automatically renewed at its term, once, for an equal term and on the same conditions, unless

5.2.1.1. one of the Parties to the agreement sends the other Party a notice of non-renewal within (*number*) days prior to that term, which notice must indicate the reason preventing such a renewal—such reason may be economic in nature.

5.2.1.2. one of the Parties to the agreement sends the other Party a notice of modification aimed at changing the number of recognized places assigned to the resource, the type of users that may be referred to the resource, the identification of the guarantors of the parties for the purpose of their business relationship, within (number) days prior to that term. Not later than thirty days after the notice of modification is sent, the Parties hold a meeting to discuss its contents. If the Parties fail to reach an agreement on the modifications proposed in the notice within fifteen days after the meeting, the agreement will be terminated on the expiry of its term and will not be renewed.

5.2.2. If one of the Parties sends a notice of non-renewal or of modification 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.

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

2 The Minister has promised to take the necessary steps so that the specific agreements include at least one automatic renewal that may be prevented only if there is a reason, including an economic reason, to prevent it. The parties may agree on more than one automatic renewal. 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. In addition, the notice of modification, if applicable, must be sent to the other party within the same time as that provided for the notice of non-renewal.

- Or - alternate clause

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

5.3. 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 section. 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 meets one or more of the general criteria determined by the Minister and according to which it was evaluated;
- the resource no longer carries out its activities in its principal place of residence

5.4.2.2. In this event, 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, if a serious reason exists.

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

6. Modification by mutual consent

6.1.1. Despite the notice of modification referred to in section 5.2.1.2, this agreement may be amended at any time with the mutual consent of the Parties.

6.1.2. However, any modification must be recorded in writing.

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 is 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

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

8. PROCEEDINGS

8.1. Mechanisms for concerted action and arbitration procedure

8.1.1. The Parties subscribe to Letter of understanding No. II, which forms an integral part of the Group Agreement for the purposes of this agreement.

8.1.2. The Parties agree, among others:

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

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

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

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

9. GENERAL PROVISIONS

9.1. Assignment

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

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

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

For the Institution:

In, on

By: _____

By: _____

For the Resource:

In, on

By: _____

By: _____

LETTER OF UNDERSTANDING N° III BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) RESPECTING THE TEMPORARY MAINTENANCE OF THE REMUNERATION FOR CERTAIN RESOURCES

WHEREAS the measure providing for temporary maintenance of the remuneration for certain resources must come to an end on 31 December 2015.

WHEREAS the SCFP-FTQ represents the resources that benefit from the measure for temporary maintenance and whereas the parties wish to minimize the financial impacts that they may suffer.

THE PARTIES AGREE AS FOLLOWS:

1. This letter of understanding applies to the resources whose remuneration for services granted under the parameters of Circular 2011-043 for the period extending from 1 January 2012 to 31 December 2012, exceeds the remuneration for services calculated following the application of the group agreement for that same period.
2. The measure provided for in this letter of understanding ensures that the average level of remuneration is maintained.
3. The average level of remuneration corresponds to the average rate calculated on the basis of the remuneration paid under the parameters of Circular 2011-043 during the reference period.
4. The average level of remuneration takes into account the evolution in the number of users taken in by the resource.
5. Despite the preceding paragraph, the average level of remuneration cannot exceed the level established on the basis of the reference period.
6. To minimize the financial impacts, as of 1 January 2016 and until 31 December 2016, 50% of the difference between the average level of remuneration of services resulting from the application of the group agreement will be paid in the form of a lump sum.
7. The measure provided for in this letter of understanding ends on 31 December 2016.
8. This letter of understanding may not be construed so as to modify the term of the specific agreement; therefore, the measures provided for in this letter of understanding apply only if the specific agreement signed between the institution and the resource is in force.
9. This letter of understanding comes into effect as of its signing.

10. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the ___ day of _____ 2015

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

LETTER OF UNDERSTANDING N° IV BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) RESPECTING THE EXPRESSION OF TO EXPRESS RESTRICTED OR IRREGULAR AVAILABILITY 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* (chapter R-24.0.2) which provides that a specific a greement between the institution and the resource must only concern four matters, including the number of recognized places assigned to the resource;

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

The parties agree as follows:

1. The unoccupied places are recognized as being available at all times. Any period of restricted or irregular availability of one of more place must be agreed upon between the resource and the institution.
2. The institutions and resources shall use the form attached to this letter of understanding to agree on the restricted or irregular availability of an unoccupied place.
3. The provisions provided for in the form are applicable as long as the parties maintain the same terms.

In witness thereof, the parties have signed on the ___ day of _____ 2015

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

Form setting out the manner in which restricted or irregular availability of an unoccupied place is to be expressed

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

1. Restricted availability places

The resource has ___ (number of places) restricted availability place(s). These places are available for specific users only.

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.

Confidential identification of users: _____

Details: _____

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

2. Irregular availability place(s)

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.

- Irregular availability period
- Unavailability period

Continuous days²

Start date: _____
End date: _____

Details: _____

¹ For example, the event could be the end of the specific agreement.

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

Set days³

Start date: _____
End date: _____

Details: _____

Variable days⁴

Start date: _____
End date: _____

Details: _____

Unless this form provides for a termination date, the terms agreed remain applicable until the end of the specific agreement.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

For the Institution:

In, on

By: _____

By: _____

For the Resource:

In, on

By: _____

By: _____

³ Set days are specific days of the week.
⁴ Variable days are identified dates.

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 SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) 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 and assistance services, hereinafter referred to as the “Form”, appended to the *Regulation*.

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

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

THE PARTIES AGREE AS FOLLOWS:

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

- f) this person cannot be the person who made the initial classification. However, that person may be consulted;
- g) the person responsible takes cognizance of all the information, particularly of the information relevant to and necessary for the user and may consult with or meet any other person he or she deems appropriate;
- h) while the person responsible is making his or her analysis of the resource's request for examination, the resource must be given the opportunity to present its observations to that person. The resource may be accompanied by a representative of its association;
- i) the person responsible gives his or her recommendations to the 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;
- j) the analysis of the request for examination by the person responsible and the ensuing decision made by the officer must essentially aim at ensuring that the support and assistance services determined by the institution meet the needs of the users and that the services determined are fairly reflected in the resource's remuneration;
- k) if a decision is made to modify the classification, the modification is retroactive to the date of coming into force of the classification that was submitted to the examination procedure. The duly filled out Form must then be given to the resource in compliance with the *Regulation*.
- l) the institution's decision, made through its 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.

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 _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

LETTER OF UNDERSTANDING N° 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) RESPECTING THE TERM OF THE SPECIFIC AGREEMENTS AND THE TRANSITIONAL CONDITIONS

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), 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 the parties' desire to promote the stability of 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 SCFP-FTQ
 - 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.
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.
3. For the purposes of this letter of understanding, a resource and an institution who have entered into a contract or a specific agreement that is due for renewal or whose term is about to expire, and who wish to continue their business relationship, may enter into a specific agreement on the same conditions as those provided for in clause 1 a) of this letter of understanding. However, they must do so using the new specific agreement template provided for in this agreement.
4. The institution and the resource are free to agree to a different term for the specific agreement.

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 _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

LETTER OF UNDERSTANDING N° 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) 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 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.

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.

2. When an institution expressly makes requirements such as those mentioned above, these requirements may justify an additional daily remuneration per user or an additional per diem in relation to the level of services required provided for in the group agreement.
3. To determine if a requirement justifies an additional daily remuneration in addition to the applicable remuneration, the institutions and resources use the eligibility criteria attached to this letter of understanding.
4. If the resource believes it is entitled to an additional remuneration following the imposition of certain requirements, it must make its application to the institution, with reasons, at the time the requirements are asked of it.
5. The institution meets with the resource who has filed a written application and analyses its admissibility.
6. If the application is deemed admissible, the institution sends it to the Ministère, providing it with all the relevant information necessary and indicating the reasons for which an additional daily remuneration should be granted, and if applicable, the amount and the term of such remuneration.
7. The institution may, on its own initiative, send the Ministère a request for an additional daily remuneration for a user.
8. The objective pursued by the parties, in the cases of requirements formulated by institutions that go beyond the norm, is to treat the applications made for additional daily remuneration in the most coherent and harmonized way possible, and to do so for all of the resources and the all of institutions to which they are attached.
9. The final decision concerning the case of a resource and the granting, if appropriate, of an additional daily remuneration for a user for the term the Ministère deems necessary, rests on the Ministère.
10. Save in exceptional cases, the additional daily remuneration, not subject to the income tax adjustment, that may be paid cannot exceed 30% of the per diem associated with the level of services required, being namely the remuneration scale relating to support or assistance provided for in clause 3-3.06 to which the resource is entitled under the group agreement.

If, for the same user, multiple criteria justify an additional daily remuneration, the remuneration percentages must be added to each other, up to a maximum of 30%.

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

In witness thereof, the parties have signed on the ____ day of _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

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, to 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 usually 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. 	<p>1 to 3 hrs: 15%</p> <p>3 hrs or more: 30%</p>
2) A service to be provided to a user whose characteristics require the presence of 2 persons	
<ul style="list-style-type: none"> • To provide the service determined and detailed in the Form for the determination and classification of support and assistance services, two persons are required, at the same time, at the user's side, each day. 	<p>Less than 1 hr: 10%</p> <p>1 to 3 hrs: 20%</p> <p>3 hrs or more: 30%</p>
3) One-on-one service 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 service or a form of control which requires a constant (one-on-one) presence, over a continuous period, at the side of a user who is experiencing behavioural difficulty. The service is required at the user's side for a continuous period of more than 2 hours every day. <p style="text-align: center;">OR</p> <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. The service is required at the user's side for an intermittent period of more than 2.5 hours every day. 	<p>ADR of 15%</p>
4) Service to be provided while a user's socioprofessional or educational integration activities have been suspended or are upcoming	
<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. 	<p>ADR of 25%</p> <p>ADR of 25%</p>

<ul style="list-style-type: none"> • The resource must temporarily provide integration activities— in accordance with the full programming of such activities, including their frequency and schedule— which would normally be provided outside the resource or by a third party. • The service usually ends after a three-month period. However, it may exceed that period provided the justification given by the institution is accepted by the Ministère. 	
<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 totalling 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) Combined users requiring a high-level intensity of services</p>	
<p>This criterion applies automatically if:</p> <ul style="list-style-type: none"> • The resource admits four level 4, level 5 and level 6 users or more. • The ADR applies to level 5 and level 6 users. 	<p>ADR of 10% for each level 5 and level 6 user.</p>
<p>7) Increased service in relation to the maintenance of the living environment when the service is linked to a user's condition</p>	
<ul style="list-style-type: none"> • The service required is defined by a protocol or a directive issued by a competent authority requiring special hygiene measures prescribed for a user. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • The institution requires the full cleaning of a user's bed more than once a day, every day. 	<p>ADR of 10%</p>
<p>8) Service in relation to co-operation with the institution</p>	
<ul style="list-style-type: none"> • The resource's guarantor 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. 	<p>ADR of 5%</p>

LETTER OF UNDERSTANDING N° 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) 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 resources may be held responsible, as well as the claims or proceedings resulting from the resources' activities, subject to the conditions and exclusions set out in the policy.

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

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

THE PARTIES AGREE AS FOLLOWS:

1. To renew the resource's obligation to take out and maintain, with the insurer of its choice, a householder comprehensive insurance of sufficient value to cover the risks of damages to its real and personal property or leasehold improvements, with the exception of damages caused by users, including the risks associated with its general civil liability for its activities other than those as a resource.
2. To include in the householder comprehensive insurance policy the obligation for the insurer to inform the institution upon termination of the householder policy.
3. To provide that the resource is obligated to send to the institution, when requested to do so by the institution, proof of the householder comprehensive insurance so taken out, the risks insured and the period covered, as well as proof of payment of the premium for the period concerned.
4. To maintain the automatic enrolment of the resource in the civil and professional liability and property insurance Plan for the term of the group agreement, subject to the conditions and exclusions set out in the policies.
5. To comply with the implementing provisions of the Plan.
6. To renew the reimbursement, by the institution, of an amount totalling up to 500 per year, non-indexed, when the resource suffers damages attributable to a user with whom it was entrusted.

7. To maintain the claim procedure for this reimbursement, which claim is made by sending a request to that effect to the institution accompanied by the supporting documents.
8. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed on the ____ day of _____ 2015.

**LE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

LETTER OF UNDERSTANDING N° 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) 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) 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).

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

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

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

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

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

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

¹ Section 56 of the *Act respecting the representation of resources* and clause 1-2.15 of the group agreement.
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THE PARTIES AGREE AS FOLLOWS:

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

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

2. The Minister 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 _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette

LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE (SCFP-FTQ) 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 3 arbitrators forming a council for the settlement of disagreements.

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

GIVEN that section 128 of the *Act respecting the Barreau du Québec* (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 _____ 2015.

**THE SYNDICAT CANADIEN DE LA
FONCTION PUBLIQUE (SCFP-FTQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Jean-Julien Mercier

Gaétan Barrette