



Fières professionnelles

de la petite enfance

COLLECTIVE
AGREEMENT
2019-2023



NÉGOS
ADIM

fipea

Fédération
des intervenantes
en petite enfance
du Québec (CSQ)

 **CSQ**
Centrale des syndicats
du Québec

This document is an administrative translation provided solely for information purposes.
In case of disagreement, only the official French-language version is enforceable

COLLECTIVE AGREEMENT ENTERED INTO BETWEEN

THE MINISTER OF FAMILIES

AND

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ),
A MANDATARY DULY AUTHORIZED TO ACT FOR THE FÉDÉRATION DES
INTERVENANTES EN PETITE ENFANCE DU QUÉBEC (CSQ) AND HOME
CHILDCARE PROVIDERS**

FOR THE PERIOD OF APRIL 1, 2019 TO MARCH 31, 2023

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISION	4
ARTICLE 2 DEFINITIONS	4
ARTICLE 3 PURPOSE OF THE AGREEMENT.....	6
ARTICLE 4 SCOPE OF APPLICATION AND UNION RECOGNITION	6
ARTICLE 5 UNION RIGHTS.....	7
ARTICLE 6 RELEASE FOR UNION BUSINESS.....	10
ARTICLE 7 PROFESSIONAL AUTONOMY	12
ARTICLE 8 PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING	13
ARTICLE 9 NATIONAL AGREEMENT COMMITTEE (NAC)	13
ARTICLE 10 DISAGREEMENT SETTLEMENT PROCEDURE	13
ARTICLE 11 INDEMNIFICATION PROCEDURE - MEASURE ANNULLED BY THE ADMINISTRATIVE TRIBUNAL OF QUÉBEC	17
ARTICLE 12 SUBSIDY PARAMETERS.....	17
ARTICLE 13 RULES CONCERNING APSS DAYS	21
ARTICLE 14 PROVISIONS CONCERNING ADDITIONAL MONETARY COMPENSATION.....	24
ARTICLE 15 NON-SUBSIDIZED SERVICE PROVISION ABSENCE WITH OR WITHOUT REPLACEMENT	25
ARTICLE 16 NOTICE	26
ARTICLE 17 INTERPRETATION	26
ARTICLE 18 RETROACTIVITY.....	26
ARTICLE 19 COMING INTO EFFECT AND TERM OF THE AGREEMENT.....	27
SCHEDULE 1 LETTER OF AGREEMENT RESPECTING PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING	29
SCHEDULE 2 LIST OF UNIONS.....	32
SCHEDULE 3 NOTICE OF RELEASE FOR UNION BUSINESS.....	33
SCHEDULE 4 NOTICE OF DISAGREEMENT.....	34
SCHEDULE 5 BREAKDOWN OF SUBSIDY PER DAY OF OCCUPANCY.....	35
SCHEDULE 6 ARBITRATION / MEDIATION HEARING LOCATIONS	36
SCHEDULE 7 PAYMENT DETAILS OF ALLOWANCES FOR APSS DAYS	38
NON-ARBITRABLE MATTERS EXCLUDED FROM THE COLLECTIVE AGREEMENT	38
GROUP INSURANCE PLAN	39
LIST OF COORDINATING OFFICES	40
NATIONAL COMMITTEE ON HOME CHILDCARE ISSUES.....	43

NATIONAL COMMITTEE ON THE *EDUCATIONAL CHILDCARE ACT* AND ITS REGULATIONS..... 44

LETTER OF AGREEMENT RESPECTING THE PROCESS FOR RESOLVING DISPUTES CONCERNING THE *EDUCATIONAL CHILDCARE ACT* AND ITS REGULATIONS..... 45

LETTER OF AGREEMENT RESPECTING THE ESTABLISHMENT OF A COMMITTEE RESPONSIBLE FOR EXAMINING ANALOGOUS EMPLOYMENT PURSUANT TO THE *ACT RESPECTING REPRESENTATION* 49

COLLECTIVE AGREEMENT

ARTICLE 1 GENERAL PROVISION

- 1.01 The parties to this Collective Agreement are the Minister of Families and the Fédération des intervenantes en petite enfance du Québec (CSQ), which has mandated and authorized the Centrale des syndicats du Québec (CSQ) to act on the Minister's behalf for the purposes of this Agreement.

ARTICLE 2 DEFINITIONS

For the purposes of the Agreement, the following words, terms and expressions have the meanings ascribed to them below.

2.01 **Calendar Year:**

The period commencing January 1 and terminating December 31 of the same year.

2.02 **Reference Year:**

The period commencing April 1 and terminating March 31 of the following year.

2.03 **APSS Day:**

Subsidized service provision absence.

2.04 **Assistant:**

A person of full age who assists an HCE, referred to in section 54 of the *Regulation*.

2.05 **Coordinating Office** or **Office:**

An entity duly accredited by the Minister to exercise the functions prescribed in the *Educational Childcare Act*.

Coordinating Office territories respecting which the Federation is recognized in accordance with the *Act respecting representation* are listed in the section entitled "Non-arbitrable Matters Excluded from the Collective Agreement".

2.06 **Centrale:**

The Centrale des syndicats du Québec (CSQ).

2.07 **Basic Contribution:**

The contribution established in section 5 of the *Reduced Contribution Regulation* (CQLR, c. S-4.1.1, r. 1).

2.08 **Agreement:**

This Collective Agreement.

- 2.09 **Federation:**
The Fédération des intervenantes en petite enfance du Québec (CSQ).
- 2.10 **Day:**
Calendar Day.
- 2.11 ***Act respecting representation:***
The Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements (CQLR, c. R-24.0.1).
- 2.12 ***Educational Childcare Act:***
Educational Childcare Act (CQLR, c. S-4.1.1).
- 2.13 **Disagreement:**
A disagreement concerning the interpretation or application of this Agreement.
- 2.14 **Ministère:**
The Ministère de la Famille.
- 2.15 **Minister:**
The Minister of Families.
- 2.16 **Regulation:**
Educational Childcare Regulation (CQLR, c. S-4.1.1, r.2).
- 2.17 **Replacement:**
A person of full age who replaces an HCE or an HCE Assistant, as contemplated in section 81 of the *Regulation*.
- 2.18 **Union Representative:**
The person designated by the Union to represent the Union, an HCE or a group of HCEs in their dealings with the Minister.
- 2.19 **HCE (Home childcare educator):**
An HCE is a natural person and own-account self-employed worker represented by a Union affiliated with the Federation and the Centrale as a recognized homecare provider pursuant to the *Educational Childcare Act*, who contracts with parents to provide childcare in a private residence in return for payment.
- 2.20 **Subsidy:**
Subsidy has the meaning ascribed to that term in article 12 of the Agreement.

2.21 Union:

The Alliance des intervenantes en milieu familial (ADIM-CSQ), more fully designated in Schedule 2.

ARTICLE 3 PURPOSE OF THE AGREEMENT

3.01 The purpose of the Agreement is as follows:

- (a) to recognize HCE rights resulting from the Agreement negotiated pursuant to the *Act respecting representation*;
- (b) to establish, maintain and foster good relations between the Minister, the Centrale, the Federation, the Unions and HCEs;
- (c) to establish clear and orderly relationships to facilitate the settlement of Disagreements that may arise between the Minister, the Centrale, the Federation, the Union and HCEs with respect to matters covered by the Agreement.

Principles

3.02 The parties acknowledge the following:

- (a) the powers and responsibilities vested in the Minister by the *Educational Childcare Act* and its regulations. The parties further acknowledge that such powers and responsibilities may not be limited or modified in any manner; and
- (b) the power of the Centrale, the Federation and the Union to defend and promote the economic, social and professional interests of HCEs in accordance with the *Act respecting representation*.

ARTICLE 4 SCOPE OF APPLICATION AND UNION RECOGNITION

Scope of application

4.01 The Agreement applies to HCEs whose homecare educational services are subsidized and who are represented by a Union affiliated with the Federation and the Centrale.

4.02 HCE Replacements and Assistants are not covered by the Agreement.

4.03 The Office is not a party to the Agreement and is not entitled to be a party to the Disagreement settlement procedure provided for herein.

Union recognition

4.04 The Minister recognizes the Union as the sole representative and mandatary of all HCEs.

4.05 The Minister recognizes the Centrale as the sole bargaining agent for the purposes of representing, negotiating and entering into a Collective Agreement on behalf of HCEs represented by the Unions listed in Schedule 2.

- 4.06 Within thirty (30) days of the signing of this Agreement, the Federation shall provide the Minister with full contact information (name, street address, email address and telephone numbers) of each member of the Executive Committee of the Federation and of the Unions listed in Schedule 2.

Thereafter, the Federation shall advise the Minister of any change in the aforementioned information within thirty (30) days of such change.

- 4.07 No separate agreement concerning any matters covered by the Agreement may be entered into without the written consent of all parties.

ARTICLE 5 UNION RIGHTS

Union security

- 5.01 Every HCE who is a Union member on the effective date of the Agreement must remain a member for the term of the Agreement.
- 5.02 Every HCE who is not a Union member on the effective date of the Agreement must sign a Union membership application form. If the Union accepts an HCE into its ranks, the HCE must remain a member thereof for the term of the Agreement.
- 5.03 After the effective date of the Agreement, every HCE must sign a Union membership application form within thirty (30) days of the date on which one or more subsidized spaces has been allocated to the HCE. If the Union accepts the HCE into its ranks, the HCE must remain a member thereof for the term of the Agreement.

Deduction of union dues

- 5.04 The Minister¹ shall deduct the dues rate determined by the Union from the Subsidy payable to each and every HCE, whether a Union member or not.

The Federation or the Union shall inform the Minister of the dues rate to be deducted and, in the event of any change in such rate, give the Minister written notice thereof at least forty-five (45) days before the change is implemented.

The Federation shall inform the Minister of all Subsidy components to which the dues rate applies and, in the event of any change concerning such components, give the Minister written notice thereof at least forty-five (45) days before the change is implemented.

- 5.05 The Minister² shall, no later than the 15th day of every month, remit to the Union or its designated mandatary, the total amount of dues collected in the previous month along with the following information for each subsidized HCE:
- Surname and first name;
 - Home address, telephone number and cell phone number;
 - Email address, if available;
 - Date of recognition;

¹ The Minister may delegate that responsibility.

² The Minister may delegate that responsibility.

- Date of next renewal;
- Number of subsidized spaces;
- Occupancy of the period;
- Contributory occupancy of the period;
- Total basic Subsidy paid;
- Total contributory basic Subsidy;
- Total accrued amounts for APSS Days;
- The contributory portion of APSS Days;
- The dues rate;
- Total contributory amounts;
- The amount of dues deducted from the Subsidy;
- The amount deducted respecting the provision of APSS Days;
- Total dues deducted;
- Recognition status, if suspended, not renewed or revoked, as the case may be;
- HCEs who obtained recognition or transferred their home childcare operations to the Coordinating Office territory in the preceding month must be identified separately.

The above information shall be sent by electronic file allowing for the information contained therein to be sorted.

- 5.06 The Minister² shall issue receipts to every HCE indicating total contributions paid by the Minister on behalf of the HCE to the Union in the corresponding Calendar Year.

Documentation to be forwarded

- 5.07 The Minister shall forward to the Union, upon receipt, a copy of the Notice of Intent and the Notice of Suspension, Revocation or Non-Renewal of a particular HCE Recognition sent to the Minister in accordance with the Directive.
- 5.08 The Minister shall, if practicable, promptly forward a copy of any policy, instruction or directive concerning home childcare to the Centrale for consultation prior to implementation.

Access to HCE files

- 5.09 An HCE may, alone or in the presence of the Union Representative, have access to his or her file held by the Office. The HCE may also obtain a copy of all or part of that file upon payment of a reasonable fee. The copy shall be provided to the HCE as soon as possible within thirty (30) days.
- 5.10 If an HCE is required to make representations concerning his or her recognition to the Office's board of directors, the HCE shall be given, along with the notice, a free copy of each document that will be taken into consideration in deciding the matter.

The HCE may also obtain, prior to the meeting and in accordance with article 5.09, a copy of any other documents that the HCE considers useful for the purpose of making such representations.

- 5.11 The Union Representative may, with the HCE's written authorization, exercise

the rights set forth in articles 5.09 and 5.10.

- 5.12 The rights set out in these articles concerning access to, and the holding and communication of, documents shall be exercised in accordance with the legislative provisions concerning the protection of personal information.

Indemnity while suspended pending investigation by the Director of Youth Protection

- 5.13 An HCE whose recognition is suspended as a result of intervention by the Director of Youth Protection (DYP) shall receive an indemnity for up to four (4) weeks from the date of suspension.

Where an HCE recognition has been suspended for more than four (4) consecutive weeks and the DYP considered the allegations in the report to be unfounded, or if an HCE has been acquitted of all criminal charges, the HCE shall receive an indemnity for the extra weeks of suspension for a maximum of four (4) weeks in addition to the indemnity paid for the first 4 weeks under the first paragraph.

The indemnity shall be equal to the Subsidy received by the HCE in the previous period, in accordance with the HCE's service agreements.

If a pre-determined APSS Day occurs in the weeks covered by this article, the HCE will not receive an indemnity for that day but instead shall be paid the compensation provided for in article 13.17.

Should an HCE take a non-determined APSS Day in the weeks contemplated in this article, the HCE shall receive the indemnity for that day. The HCE may defer that day to a later date in the Reference Year. However, the HCE's service may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.03.

Payment of the indemnity provided for in the first paragraph shall cease if the HCE's recognition is revoked, whether it was at the HCE's request or not.

- 5.14 If an HCE must cease to provide childcare services as a result of a decision without appeal handed down by a tribunal of competent jurisdiction, the HCE shall reimburse the Minister for the indemnification received under article 5.13.

An HCE who has been found guilty of a crime following a suspension prompted by a report accepted for investigation by the DYP and who no longer meets the conditions for recognition prescribed in the *Educational Childcare Act*, must reimburse the total amount of the indemnification received pursuant to article 5.13.

Prohibition against reprisals

- 5.15 No person may threaten, coerce or take reprisals against an HCE for exercising a right conferred by the Agreement.
- 5.16 No person may threaten, coerce or take reprisals against a Union Representative for performing his or her duties under the Agreement.

Protection of rights

- 5.17 An HCE, or the Union on behalf of the HCE, may, within the time frames stipulated in the Agreement, assert all rights arising under the Agreement, irrespective of whether or not the HCE's recognition has been suspended, not renewed or revoked.
- 5.18 In accordance with section 18 of the *Act respecting representation*, an HCE is entitled to be assisted by a Union Representative or a Centrale representative.

Therefore, an HCE may be assisted in exercising any of the rights provided for in this Agreement.

ARTICLE 6 RELEASE FOR UNION BUSINESS

Release for an indefinite period, without Subsidy, resulting in total interruption of childcare services

- 6.01 The Centrale may obtain releases for HCEs for an indefinite period resulting in total interruption of childcare, without any Subsidy, on the basis of the total number of HCEs covered by the recognitions awarded by the Administrative Labour Tribunal in favour of the Unions, in accordance with the parameters set out below:

Maximum number of HCEs involved in a total interruption of childcare	Number of HCEs covered by all recognitions awarded by the Administrative Labour Tribunal
2	Fewer than 1,000
4	1,000 but fewer than 2,000
6	2,000 but fewer than 4,000
8	4,000 but fewer than 5,000
12	5,000 but fewer than 7,000
16	7,000 but fewer than 8,000
20	8,000 but fewer than 9,000
22	9,000 but fewer than 10,000
24	10,000 or more

- 6.02 In addition to the releases provided for in article 6.01, the Centrale may obtain releases for a maximum of two (2) HCEs elected to a Centrale position, a maximum of three (3) HCEs elected to a Federation Executive Committee position and a maximum of three (3) HCEs elected to a bargaining committee position, resulting in total interruption of childcare for the term of their office.
- 6.03 To obtain a release for an indefinite period that would result in a total interruption of childcare, the Centrale must forward to the Minister the Notice of Release reproduced in Schedule 3 at least thirty (30) days before the start date of the interruption of childcare.
- 6.04 In such a case, the Minister shall, pursuant to section 79.2 of the *Regulation*, suspend the HCE's recognition for the duration of the release.

- 6.05 The Centrale shall send written notice to the Minister stipulating the termination date of a release for an indefinite period resulting in a total interruption of childcare. The notice must be sent thirty (30) days before the termination date.

Resumption of the HCE's childcare operations is governed by the conditions prescribed in sections 79.3 and 80 of the *Regulation*.

- 6.06 The release shall be maintained provided that the HCE is in compliance with the provisions of section 6 of the *Regulation*, with regard to the HCE exclusively.

Release for a specified period

- 6.07 In order to obtain a release for a specified period for an HCE, the Union must provide the Minister with a Notice of Release, reproduced in Schedule 3, within the following time frames:

(a) at least two (2) days before the release start date if the release does not result in total interruption of childcare;

(b) at least fifteen (15) days before the release start date if the release results in total interruption of childcare and, in such a case, a copy must be sent to the parents concerned within the same time frame.

- 6.08 Release for a specified period provided for in article 6.07 allows an HCE to be released for a maximum of fifty (50) days of childcare per Reference Year. Of those fifty (50) days, a maximum of eight (8) days may be taken per month. Of those eight (8) days, a maximum of three (3) days may be taken consecutively once a month. Under no circumstances may an HCE be absent for more than three (3) consecutive days.

On an exceptional basis, the HCE may take three (3) consecutive release days more than once a month, or more than eight (8) release days per month, but not more than fifty (50) days per Reference Year. Extended release days must be authorized in advance by the Ministère.

- 6.09 Release for a specified period provided for in article 6.07 allows up to two (2) members of the executive per Union to be released for up to one hundred (100) days of childcare per Reference Year each. Of those one hundred (100) days, up to twelve (12) days may be taken per month. Of those twelve (12) days, up to three (3) days may be taken consecutively up to twice a month. Under no circumstances may an HCE be absent for more than three (3) consecutive release days.

Exceptionally, an HCE may take three (3) consecutive release days more than twice a month or more than twelve (12) release days per month, but not more than one hundred (100) days per Reference Year. Extended release days must be authorized in advance by the Ministère.

The Union shall inform the Minister of the names of the members of the executive entitled to the release provided for in this article.

A member of the executive who avails himself/herself of such a release is not entitled to a release provided for in article 6.08.

An HCE who is or who becomes a member of the executive may not be released for more than one hundred (100) days per Reference Year if the HCE avails himself/herself of releases provided for in articles 6.08 and 6.09.

- 6.10 The maximum number of days that can be taken monthly or consecutively, as stipulated in articles 6.08 and 6.09, shall not apply during the periods prescribed in sections 10 (3), (4) and (5) of the *Act respecting representation*.
- 6.11 The release for a specified period provided for in article 6.07 allows the official Union delegate to be released for a maximum of fifty (50) childcare days per Reference Year in order to attend Federation and Centrale conventions and council meetings. Of those fifty (50) days, no more than twelve (12) days may be taken per month. Of those twelve (12) days, no more than four (4) days may be taken consecutively. Under no circumstances may an HCE be absent for more than four (4) consecutive release days.
- 6.12 An HCE who is entitled to a release for a specified period in accordance with article 6.07 may decide to not proceed with a total interruption of childcare by using a Replacement. In such a case, the Replacement is an occasional replacement within the meaning of section 81 of the *Regulation*, but shall not be counted in calculating the number of days used annually for occasional replacement as stipulated in section 81.1 of the *Regulation*.
- 6.13 A release for Union business provided for in article 6.07 resulting in total interruption of childcare must be for at least one half day.

Miscellaneous

- 6.14 The Centrale shall maintain a register of HCEs entitled to release periods in accordance with this article 6. The register shall contain the names of the HCEs and the dates on which each release takes effect. The Centrale shall send a copy of the register to the Minister on September 1 and March 1 of every year.
- 6.15 HCEs released pursuant to this article 6 retain all the rights and benefits that they would have been entitled to had their childcare service not been interrupted.
- 6.16 The Federation or the Union, as the case may be, shall bear the costs of HCE releases granted in accordance with this article 6.
- 6.17 Within ninety (90) days of the expiration of the Agreement, the parties shall negotiate the terms and conditions respecting the preparation and negotiation of the renewal of the Agreement.

Notwithstanding the foregoing, such initiatives do not by themselves constitute notice within the meaning of section 36 of the *Act respecting representation*.

ARTICLE 7 PROFESSIONAL AUTONOMY

- 7.01 An HCE is an own-account self-employed worker.
- 7.02 The Minister's actions shall be duly respectful of the self-employed status of HCEs.

- 7.03 HCEs shall personally recruit and select their Assistants, Replacements and clients.

ARTICLE 8 PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING

- 8.01 The parties agree to sign a letter of agreement respecting professional development and refresher training for HCEs. A copy of that letter is reproduced in Schedule 1 of the Agreement.
- 8.02 Professional development and refresher training activities exclude the initial training program of forty-five (45) hours referred to in section 57 of the *Regulation*.

ARTICLE 9 NATIONAL AGREEMENT COMMITTEE (NAC)

- 9.01 The Parties hereby constitute the NAC to do the following:
- a) discuss and attempt to resolve any difficulty concerning the application or interpretation of the Agreement;
 - b) discuss and attempt to resolve any Disagreement referred to the Minister;
 - c) make recommendations for improving implementation of the Agreement;
 - d) examine any issue pertaining to a law or regulation where such examination is necessary for application of the Agreement;
 - e) discuss any other matter as the NAC sees fit.
- 9.02 The NAC is composed of three (3) representatives designated by the Minister and three (3) representatives designated by the Centrale.
- 9.03 The NAC shall determine its operating rules and procedures.
- 9.04 Either party may, by sending written notice to the other party, request a NAC meeting. The parties shall then hold such meeting as soon as practicable.

At least one (1) week before the meeting is to be held, the parties must send one another a list of the matters that they each wish to address, including the number of disagreements, if any.

ARTICLE 10 DISAGREEMENT SETTLEMENT PROCEDURE

General provisions

- 10.01 The parties undertake to deal diligently with every Disagreement and to follow the procedure set forth in this article 10.
- 10.02 No Disagreement may relate to:
- (1) a rule, standard, measure or requirement established in the *Educational Childcare Act* or its regulations.
 - (2) the childcare service agreement to be entered into between a parent and an HCE, including the terms and conditions for payment of the basic contribution, a

description of the HCE's childcare services and the services required by the parent.

- 10.03 The time limits set out in this section are mandatory unless the parties agree in writing to extend them.

Notice of disagreement

- 10.04 The Minister, the Centrale, the Federation, the Union or an HCE may submit a Notice of Disagreement.

An HCE may only submit a Disagreement that concerns him or her personally.

- 10.05 The notice must briefly state the facts giving rise to the Disagreement, referring where possible to the relevant provisions of the Agreement and indicating the remedy sought.

- 10.06 The notice must be sent by email or Fax, using the form reproduced in Schedule 4, within ninety (90) days of becoming aware of the event giving rise to the Disagreement, but in all cases, no later than one hundred eighty (180) days from the occurrence of such event.

- 10.07 If a collective Disagreement involves all HCEs from one or more territories, their names are not necessary.

- 10.08 Sending a Notice of Disagreement as provided for in article 10.04 interrupts prescription.

- 10.09 The recipient of the notice provided for in article 10.04 shall, upon receipt, acknowledge receipt thereof by indicating the file number and the date the notice was received.

- 10.10 A Notice of Disagreement constitutes a request for arbitration.

Within twelve (12) months of sending a Notice of Disagreement, the parties must designate an arbitrator or one of the parties must request that the Ministère du Travail, de l'Emploi et de la Solidarité sociale appoint an arbitrator, failing which the Disagreement shall be prescribed.

NAC

- 10.11 Within ninety (90) days of sending the notice in accordance with the provisions of article 10.06, the Disagreement may be dealt with by the NAC, in which case the parties shall attempt to reach a settlement of the matter.

Should the parties fail to reach such a settlement, the Disagreement shall be referred to the following step.

Mediation

- 10.12 Any time prior to the arbitrator's deliberations, the parties may refer the matter to mediation.

To do so, one of the parties must send a request for intervention to the Secrétariat du travail of the Ministère du Travail, de l'Emploi et de la Solidarité sociale.

Should the parties fail to reach a settlement, the Disagreement shall continue to be governed by the provisions of this article 10.

- 10.13 A mediator-conciliator has forty-five (45) days from the date of his or her appointment to help the parties reach agreement. That period may be extended by agreement of the parties.
- 10.14 All mediation sessions are confidential.
- 10.15 Nothing said or written in a mediation session is admissible as evidence.
- 10.16 A settlement achieved through mediation must indicate the manner in which settlement is to be implemented.

Arbitration

- 10.17 Either party may refer the Disagreement to arbitration subject to the provisions of article 10.10.

Joinder of Disagreements

- 10.18 In the case of one or more Disagreements similar in nature, the parties may agree to group them together in the same arbitration proceedings.

Designation of an arbitrator

- 10.19 The parties shall choose an arbitrator or, failing agreement, the Minister of Labour, Employment and Social Solidarity shall appoint an arbitrator.

The Minister of Labour, Employment and Social Solidarity shall select the arbitrator from the list provided for in section 77 of the *Labour Code* (CQLR, c. C-27).

- 10.20 The arbitrator shall interpret the provisions of the Agreement in accordance with the *Act respecting representation*. The arbitrator may not, in his or her decision, amend, delete or add any provisions to the Agreement.
- 10.21 The parties agree that the *Regulation respecting the remuneration of arbitrators* (CQLR, c. C-27, r. 4.3) shall apply in respect of arbitrators appointed under the Agreement.
- 10.22 The arbitrator's professional fees and travel and accommodation expenses shall be shared equally by the parties. All other costs shall be borne by the party that incurred them, including the costs of a request for postponement, unless presented by consent.

Designation of assessors

- 10.23 Subject to agreement by the parties within fourteen (14) days of the arbitrator's appointment, the arbitrator may be assisted by two (2) assessors. Should the parties fail to agree within the stated time limit, the arbitrator shall hear the Disagreement unassisted.
- 10.24 If the parties agree on the arbitrator being assisted by assessors, then each party shall appoint one assessor and pay his or her fees.

Arbitration/mediation hearing location

- 10.25 Arbitration and mediation hearings shall be held in the city designated for the administrative region in which the childcare operations of the HCE involved in the Disagreement are located. The list of designated cities by administrative region is set forth in Schedule 6.

The parties may agree on a different hearing location, but they must do so before the designation of an arbitrator or mediator-conciliator.

Decision

- 10.26 The arbitrator shall render his or her decision within ninety (90) days of taking the matter under advisement or within such other time limit agreed to by the parties.

Expedited arbitration

- 10.27 Expedited arbitration is a flexible procedure aimed at facilitating and expediting the settlement of Disagreements.

The expedited arbitration procedure shall apply only by agreement of the parties.

The arbitrator shall be appointed or designated in accordance with the procedure set forth in article 10.19. Articles 10.17 to 10.26 shall apply between the parties, subject to provision to the contrary set forth in this section.

- 10.28 In an expedited arbitration, the parties are represented by persons who normally sit on the CNE as their representatives, pursuant to the provisions of article 9.02.

In an expedited arbitration, the parties are not entitled to an attorney or external representative.

- 10.29 At least fifteen (15) days before the first expedited arbitration hearing, the parties shall meet for the purpose of reaching agreement on admissions, the facts in dispute and the legal issues involved. The parties shall also disclose the documents and authorities they each intend to submit to the arbitrator.

The parties agree to keep the number of witnesses to a minimum and to not use the services of assessors.

- 10.30 The arbitrator shall render his or her decision within thirty (30) days of taking the matter under advisement.

The arbitrator's decision is without appeal and is binding on the parties.

Notwithstanding the foregoing, the arbitrator's decision does not create a precedent between the parties and may not be raised in subsequent arbitrations.

ARTICLE 11 INDEMNIFICATION PROCEDURE – MEASURE ANNULLED BY THE ADMINISTRATIVE TRIBUNAL OF QUÉBEC

- 11.01 The Centrale shall provide the Minister with a copy of any application before the Administrative Tribunal of Québec contesting a decision of the Office concerning the suspension, revocation or non-renewal of recognition, as soon as the application is filed.
- 11.02 The Centrale acknowledges the Minister's right to apply to the Administrative Tribunal of Québec for party or intervener status in any matter before the Tribunal involving the contestation by an HCE of an Office decision suspending, revoking or refusing to renew the HCE's recognition.
- 11.03 If the Administrative Tribunal of Québec annuls a suspension, revocation or non-renewal of recognition, the parties shall hold an NAC meeting in accordance with article 9.04 for the purpose of attempting to determine the indemnification to which the HCE concerned may be entitled for losses sustained as a result of such a decision.

The parties have thirty (30) days from the decision to reach agreement on the issue of indemnification.

A settlement agreement between the relevant Coordinating Office and the HCE, the Federation or the Union, regardless of whether or not the agreement has been ratified by the Administrative Tribunal of Québec, does not constitute a decision within the meaning of this article 11.

- 11.04 If the parties fail to reach agreement within the time limit stipulated in article 11.03, either party may refer a Disagreement directly to Arbitration in accordance with articles 10.17 and following of the Agreement, provided that the party has sent a prior Notice of Disagreement to the Minister in accordance with the terms and conditions set forth in articles 10.04 to 10.10.

ARTICLE 12 SUBSIDY PARAMETERS

Subsidy Components

- 12.01 The Subsidy, determined in accordance with the *Act respecting representation*, shall include the following:
- a basic allowance per day of occupancy for children 59 months of age or less who are eligible for a reduced contribution space on September 30 of each year (hereinafter referred to as "children 59 months of age or less");
 - an allowance for APSS Days;
 - additional monetary compensation for educational planning;
 - additional monetary compensation to take personal situations into account;
 - compensation for social safeguards.

A detailed breakdown of each Subsidy component is reproduced in Schedule 5.

The Subsidy may also be supplemented, where applicable, by additional allowances as set out in article 12.09.

Full service load

12.02 For the purpose of establishing the Subsidy, full service load corresponds to six (6) subsidized spaces for children 59 months of age or less, for the number of days of occupancy stipulated in article 12.03.

12.03 The maximum number of days of occupancy per subsidized space per Reference Year is as follows:

Period	Number of days of occupancy per subsidized space
From April 1, 2019 to March 31, 2020	236
From April 1, 2020 to March 31, 2021	235
From April 1, 2021 to March 31, 2022	235
From April 1, 2022 to March 31, 2023	235

12.04 Days of occupancy exclude APSS Days.

Subsidy

12.05 The Subsidy per day of occupancy for children 59 months of age or less is as follows:

Period	Subsidy	Adjustment related to the basic contribution*
On April 1, 2019	\$30.77	-\$1.25 ³
On April 1, 2020	\$30.81	-\$1.35
On April 1, 2021	\$31.23	-\$1.35
On April 1, 2022	\$31.29	-\$1.35

* The amount will be adjusted according to the basic contribution amount on the date of application.

Adjustment resulting from modification of the basic contribution

12.06 An increase in the basic contribution may not be attributed to HCE income.

The difference between \$7.00 and the basic contribution, per day of occupancy per child, shall be reimbursed by the HCE by adjustment every two-week period upon payment of the Subsidy. The total of adjusted amounts shall be indicated on the Subsidy payment slip.

³ As of January 1, 2020, the adjustment related to the basic contribution per day of occupancy for children 59 months of age or less is set at -\$1.35.

The basic contribution is the amount in effect as prescribed in the *Reduced Contribution Regulation*.

Subsidy increase for the period of April 1, 2019 to March 31, 2023

12.07 The Subsidy provided for in article 12.05 shall be increased as follows:

(a) For the period of April 1, 2019 to March 31, 2020

The Subsidy in effect on March 31, 2019 shall be increased by 4.4%⁴ effective April 1, 2019.

(b) For the periods of April 1, 2020 to March 31, 2023

The Subsidy provided for in article 12.05 shall be increased, if applicable, on the same dates,⁵ in accordance with the general parameters for salary increases granted to public and parapublic sector personnel represented by the Centrale. For the purposes of this paragraph (b), the applicable general salary increase parameters shall be equal to the average percentage increase granted to grades 1 to 11 in the agreement to be reached with the Centrale regarding public and parapublic sector personnel.

For the purposes of the first two paragraphs of this article, calculations of the Subsidy and its components shall be rounded to the nearest cent.⁶

Additional amount

12.08 For the period of April 1, 2019 to March 31, 2020, every HCE shall be entitled to an additional \$225.

An HCE who was not recognized and subsidized for the entire period of April 1, 2019 to March 31, 2020 is eligible for payment of the aforementioned amount prorated for the months in which the HCE was recognized and subsidized. For the purposes of the calculation, an HCE will be credited with a full month if he or she had been recognized and subsidized for at least fifteen (15) days in any given month in the aforementioned period.

For the sole purpose of this article, the suspension periods of HCE recognition for a reason stipulated in section 79 of the *Regulation* (HCE illness or pregnancy, the birth or adoption of a child) are deemed to be periods during which the HCE was recognized and subsidized. The same applies as regards periods during

⁴ This percentage includes an adjustment of 2% pursuant to paragraph 11 of the [translation] *Letter of Agreement respecting the establishment of a committee responsible for the examination of analogous employment in accordance with the Act respecting representation*.

⁵ In cases where the increase granted to public and parapublic sector personnel represented by the Centrale applies respecting rates as at March 31, effective April 1, the increase shall be applied to the Subsidy as of April 1 for the purposes of this Agreement. Otherwise, the Subsidy increase shall apply on the same dates as for public and parapublic sector personnel represented by the Centrale.

⁶ Where the decimal point was followed by three or more figures, the third and subsequent figures were dropped if the third figure was less than five (5). If the third figure was five (5) or higher, the second figure was increased to the next higher number and the third and subsequent figures were dropped.

which an HCE received the indemnity provided for section 5.13 of the Agreement.

Supplementary allowances

12.09 An HCE shall be entitled to the following supplementary allowances:

(a) Supplementary allowance per day of occupancy per infant 17 months of age or less.⁷

Period	Supplementary allowance
On April 1, 2019	\$11.45
On April 1, 2020	\$11.45
On April 1, 2021	\$11.45
On April 1, 2022	\$11.45

(b) Supplementary allowance per day of occupancy per special needs child 17 months of age or less.

Period	Supplementary allowance ⁸
On April 1, 2019	\$37.77
On April 1, 2020	\$37.81
On April 1, 2021	\$38.23
On April 1, 2022	\$38.29

The deduction for APSS Days provided for in article 13.14 shall be made on every supplementary allowance for integrating special needs children 59 months of age or less.

(c) Supplementary allowance per day of occupancy per school-age child

Period	Allowance per day of class ⁹	Allowance per pedagogical day ^{9, 10}
On April 1, 2019	\$2.68	\$18.03
On April 1, 2020	\$2.68	\$18.03
On April 1, 2021	\$2.68	\$18.03
On April 1, 2022	\$2.68	\$18.03

12.10 Effective April 1, 2019, the allowances provided for in articles 12.09 (a) and 12.09 (c) have been increased in accordance with the rates stipulated in article 12.07 (a), on the same dates and on the same terms and conditions. Where applicable, they will be increased on the same dates and on the same terms and conditions as those stipulated in 12.07 (b).

⁷ Means the day before the child became 18 months old.

⁸ Corresponds to the Subsidy provided for in article 12.05 plus an additional \$7.00.

⁹ The allowance is reduced by an amount equal to the difference between \$7.00 and the amount of the basic contribution, per day per child.

¹⁰ Up to twenty (20) pedagogical days per school year.

Subsidy payments

12.11 All amounts owed to an HCE shall be deposited electronically every second Thursday into the bank account designated by the HCE.

Subsidy payment slip

12.12 The following information shall accompany the Subsidy payment slip:

- (a) Name of the Office;
- (b) HCE's surname and first name;
- (c) Period concerned;
- (d) Detailed amount of the Subsidy paid per child;
- (e) Amount deducted for union dues;
- (f) Amount withheld for APSS Days per period;
- (g) Portion of the Subsidy paid for social safeguards;
- (h) Number of non-determined, and still not taken, APSS Days;
- (i) Subsidy recovery amount, if applicable;
- (j) Indemnity paid during a suspension, if applicable;
- (k) Subsidy paid for pre-determined APSS Days, if applicable;
- (l) Cumulative amounts withheld for APSS Days.

ARTICLE 13 RULES CONCERNING APSS DAYS

13.01 An HCE is entitled to twenty-six (26) APSS Days per Reference Year.

13.02 No home childcare service may be provided on APSS days.

13.03 The HCE shall indicate all APSS Days taken on the Subsidy claim form.

13.04 When taking APSS Days, an HCE who provides home childcare to a child whose parents are exempted from paying the reduced basic contribution shall receive an allowance equal to the reduced contribution.

Pre-determined APSS Days

13.05 An HCE is entitled to nine (9) pre-determined APSS Days:

1. January 1;
2. Easter Monday;
3. The Monday preceding May 25;
4. The National Holiday;
5. July 1;
6. The first Monday in September;
7. The second Monday in October;
8. December 25; and
9. December 26.

If any of the abovementioned days falls on a Saturday, the home childcare

service shall close the preceding business day.¹¹ If any of the abovementioned days falls on a Sunday, it shall close the following business day.¹¹

If an HCE's childcare services are provided on Saturday or Sunday, the childcare service shall be closed the same day.

If an HCE is required, on an exceptional basis at the written request of the Minister, to provide services on a pre-determined APSS Day, the following terms and conditions shall apply:

- (a) The Subsidy shall be paid for that day of occupancy in accordance with the childcare service agreements in effect;
- (b) The HCE must move the pre-determined APSS Day to a later date determined by the Minister.

These exceptional terms and conditions shall not at any time entitle the HCE to derogate from the maximum number of subsidized days of occupancy stipulated in article 12.03 for the Reference Year concerned.

Non-determined APSS Days

13.06 An HCE is entitled to seventeen (17) non-determined APSS Days per Reference Year, regardless of the sums accumulated in the deduction provided for in article 13.13.

13.07 A non-determined APSS Day may not be taken on a Saturday or Sunday, with the exception of an HCE whose service offer provides for services for those same days.

13.08 The day on which no home childcare is to be provided by an HCE whose weekly service offer is less than five (5) days may be regarded as one (1) non-determined APSS Day. The HCE shall then not be required to give the notice stipulated in article 13.10 for that day.

Notwithstanding the foregoing, the service offer may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.03.

13.09 A person who becomes an HCE in a Reference Year shall not, for the Reference Year in which he or she became an HCE, be required to close the home childcare service as stipulated in article 13.02 for non-determined APSS Days.

An HCE whose recognition is suspended, regardless of the reason, or whose home childcare service is temporarily closed, shall not be required to close the home childcare service as stipulated in article 13.02 for non-determined APSS Days.

Notwithstanding the first two (2) paragraphs of this article, an HCE's childcare service may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.03.

¹¹ For the purposes of this article, a business day corresponds to a childcare service day.

13.10 Prior notice required for taking non-determined APSS Days:

- (a) If an HCE will be taking three (3) or more consecutive days of non-determined APSS Days, he or she must give the parents involved prior written notice of at least thirty (30) days, indicating the dates on which such APSS Days will be taken;
- (b) In all other cases, excluding unforeseeable circumstances, the HCE must give the parents at least fifteen (15) days' written notice indicating the dates on which such days will be taken.

Deduction for APSS Days

13.11 The allowance to which HCEs are entitled for APSS Days, as provided for in article 12.01, shall be withheld, thus allowing them to create a reserve.

13.12 As of April 1, 2021, HCEs may opt to not create such a reserve. In such a case, they must each advise the Minister¹² in writing of that decision thirty (30) days before the aforementioned date, failing which the deduction will be maintained.

Thereafter, an HCE may modify that decision for the following year by giving the Minister¹² thirty (30) days' written notice thereof before the start of the new Reference Year, failing which the election made the previous year will be renewed.

A newly recognized HCE must advise the Minister¹² in writing of the aforementioned decision at the time of obtaining recognition, failing which, no deduction will be made.

13.13 The deduction for APSS Days, whether pre-determined or non-determined, shall be made, where applicable, in the current Reference Year for the following Reference Year's APSS Days. The deduction is as follows:

Period	Deduction
As of April 1, 2019	\$2.79
As of April 1, 2020	\$2.80
As of April 1, 2021	\$2.81
As of April 1, 2022	\$2.81

13.14 Using the form reproduced in Schedule 7 or its equivalent, the Minister¹³ shall provide HCEs with payment details of APSS allowances to be paid to them in the Reference Year, no later than the date of the benefit payment period that includes the first pre-determined APSS Day.

13.15 On April 1 of each Reference Year, the aggregate amount withheld in the preceding Reference Year shall be distributed to every HCE, in accordance with the provisions of articles 13.16 and 13.18.

¹² The Minister may delegate this responsibility.

¹³ The Minister may delegate this responsibility.

Compensation payment for pre-determined APSS Days

- 13.16 Compensation for each pre-determined APSS Day shall be paid, where applicable, on the occurrence of the day, from amounts withheld the previous Reference Year in accordance with article 13.13.
- 13.17 The compensation payable for each pre-determined APSS Day shall correspond, where applicable, to the Subsidy stipulated in article 12.05 for the current Reference Year, from which amount the deduction provided for in Section 13.13 for the same period shall be deducted.

Payment of the balance of sums withheld for APSS Days

- 13.18 The balance of the amounts withheld in the previous Reference Year pursuant to article 13.13 shall be paid in full once a year when the first Subsidy payment is made in June, after deducting the compensation for the pre-determined APSS Days provided for in article 13.05 for the current Reference Year.
- 13.19 When an HCE ceases to be covered by the Agreement, regardless of the reason, all amounts withheld for APSS Days shall be paid to the HCE within thirty (30) days.
- 13.20 If an HCE's recognition is suspended for more than thirty (30) days, regardless of the reason, the amount withheld for APSS Days shall be paid to the HCE within thirty (30) days of the HCE's written request for payment.
- 13.21 If an HCE changes territory, all amounts withheld for APSS Days shall be paid to the HCE within thirty (30) days of cessation of the HCE's activities in the original territory.

ARTICLE 14 PROVISIONS CONCERNING ADDITIONAL MONETARY COMPENSATION

Additional monetary compensation for educational planning

- 14.01 As of April 1, 2021, HCEs shall be entitled to monetary compensation per child per day of occupancy to take educational planning into account, which compensation shall be equal to two (2) days of occupancy per Reference Year.

HCEs shall not be required to close their childcare service for those days.

Additional monetary compensation for personal situations

- 14.02 As of April 1, 2021, HCEs are entitled to monetary compensation per child per day of occupancy to reflect personal situations, which compensation shall be equal to one (1) day of occupancy per Reference Year.

HCEs will not be required to close their childcare service for that day.

ARTICLE 15 NON-SUBSIDIZED SERVICE PROVISION ABSENCE WITH OR WITHOUT REPLACEMENT

15.01 An HCE is entitled to a non-subsidized service provision absence in the following circumstances.

Family or parental obligations

- (a) When an HCE's presence is required to attend to his or her child, spouse, spouse's child, father, mother, mother-in-law, father-in-law, brother, sister or grandparent due to illness or accident: up to twenty-four (24) months;
- (b) When an HCE's presence is required to fulfil obligations pertaining to the care, health or education of his or her child or spouse's child, or because of the state of health of a parent or a person for whom the HCE acts as a caregiver: up to ten (10) days a year;

Occurrence of tragic event

- (c) If an HCE's presence is required to attend to his or her child who has sustained serious bodily injury in the course of, or as a direct result of, the commission of a crime rendering the child unable to carry on regular activities: up to twenty-four (24) months;
- (d) If an HCE's spouse or child has died in the course of, or as a direct result of, the commission of a crime: up to twenty-four (24) months;
- (e) If an HCE's minor child has disappeared: up to twenty-four (24) months. If the child is found before expiration of the 24 months, the unsubsidized service provision absence shall terminate as of the following eleventh day;
- (f) If an HCE's spouse or child commits suicide: up to twenty-four (24) months.

15.02 To be entitled to a non-subsidized service provision absence pursuant to this article 15, the HCE must, within ten (10) days of the start of the absence, send written notice together with supporting documentation to the Minister.¹⁴ Such notice and supporting documentation is not required for an absence provided for in article 15.01 (b).

Resumption of the HCE's childcare service shall be governed by the conditions prescribed in sections 79.3 and 80 of the *Regulation*.

15.03 In the abovementioned circumstances, an HCE may be replaced in accordance with the provisions of the *Regulation*. The replacement must be accounted for in the number of days used annually for an occasional replacement as provided for in section 81.1 of the *Regulation*.

¹⁴ The Minister may delegate this responsibility.

ARTICLE 16 NOTICE

16.01 The Centrale shall send all notices required to be sent to the Minister to the following address:

Direction de la main-d'œuvre
Ministère de la Famille
a/s : Responsable de l'application de l'entente collective – RSG
600, rue Fullum, bureau 7.00
Montréal (Québec) H2K 4S7

Fax: 514 864-8092
mesentente.rsq@mfa.gouv.qc.ca

16.02 The Minister shall send all notices required to be sent to the Centrale to the following address:

La Centrale des syndicats du Québec
9405, rue Sherbrooke Est
a/s : Responsable de l'application de l'entente collective – RSE
Montréal (Québec) H1L 6P3

Fax: 514 356-9393
fipeq@lacsq.org

The Minister shall send all notices concerning union releases to the following email address: liberations.syndicales@lacsq.org

The Minister shall send all notices concerning a Disagreement to the following email address: adim.mesentente@lacsq.org

16.03 The Minister shall send all notices concerning union dues to the following email address: secteur.cotisations@lacsq.org

ARTICLE 17 INTERPRETATION

17.01 The nullity of one provision of this Agreement shall not result in the nullity of any other provision of this Agreement or of the entire Agreement.

17.02 All schedules and letters of agreement herein form an integral part of the Agreement.

17.03 In this document, the feminine gender includes the masculine unless the context requires otherwise.

ARTICLE 18 RETROACTIVITY

Within ninety (90) days of the signing of this Collective Agreement, the Minister shall pay the following:

- an amount corresponding to the retroactive adjustment of the Subsidy stipulated in article 12.05, in accordance with article 12.07 (a);
- an amount corresponding to the retroactive adjustment of the supplementary allowances stipulated in article 12.09, in accordance with article 12.07 (a); and

- the additional amount stipulated in article 12.08.

ARTICLE 19 COMING INTO EFFECT AND TERM OF THE AGREEMENT

- 19.01 This Agreement takes effect on the date it is signed and terminates March 31, 2023.
- 19.02 Notwithstanding the foregoing, the conditions stipulated in the Agreement shall continue to apply until a new collective agreement is signed.

Amendments to the Agreement

- 19.03 This Agreement may only be amended by a written agreement duly signed by each party.
- 19.04 Such modification or amendment shall become an integral part of the Agreement when it is filed with the Ministère du Travail, de l'Emploi et de la Solidarité sociale in accordance with section 46 of the *Act respecting representation*.

Distribution of the Agreement

- 19.05 The Collective Agreement shall be posted on the Ministère's website.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AT MONTRÉAL
ON _____ 2020.**

THE MINISTER OF FAMILIES

Per:

Mathieu Lacombe

CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

Per:

Sonia Éthier
President

Valérie Grenon
President, FIPEQ-CSQ

Mélanie Piché
Vice President, FIPEQ-CSQ

Lyne Robichaud
Alliance des intervenantes en milieu familial (ADIM-Laval-Lanaudière)

Marlène Carbonneau
Alliance des intervenantes en milieu familial (ADIM-Estrie)

Maria-Luisa Iturra
Alliance des intervenantes en milieu familial (ADIM-Montréal)

SCHEDULE 1

LETTER OF AGREEMENT RESPECTING PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf of the Government of Québec, herein represented by Mathieu Lacombe, Minister,

hereinafter referred to as the “Minister”

AND

THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ), MANDATARY OF THE FÉDÉRATION DES INTERVENANTES EN PETITE ENFANCE DU QUÉBEC (CSQ), a legal person duly constituted under the *Professional Unions Act* (R.S.Q., c. S-40) having its head office at 9405 Sherbrooke Street East, Montréal, Québec H1L 6P3, represented by Sonia Éthier, President of the Centrale,

hereinafter referred to as the “Centrale”

AND

THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CONFÉDÉRATION DES SYNDICATS NATIONAUX, a legal person duly constituted under the *Professional Unions Act* (R.S.Q., c. S-40) having its head office at 1601 De Lorimier Avenue, Montréal, Québec H2K 4M5, represented by Lucie Longchamps, President,

hereinafter referred to as the “Federation”

PREAMBLE

WHEREAS on _____ the Minister entered into a Collective Agreement with the Centrale;

WHEREAS on _____ the Minister entered into a Collective Agreement with the Federation;

WHEREAS further to the conclusion of the aforementioned collective agreements, the parties signed and entered into this Letter of Agreement (hereinafter referred to as the “Letter”).

THE PARTIES AGREE AS FOLLOWS:

1. The Preamble forms an integral part hereof.

Subject matter

2. The Parties hereby establish a Committee on Professional Development and Refresher Training for Home Childcare Providers (HCPs) for the purpose of improving training services provided.

Purpose

3. To promote professional development and refresher training for HCPs to help them satisfy the refresher training requirements prescribed in section 59 of the *Regulation*, namely:
 - (a) the role of an HCP;
 - (b) child development;
 - (c) safety, health and diet;
 - (d) the educational program provided for in the *Educational Childcare Act*.
4. For the purposes hereof, professional development and refresher training excludes the initial forty-five-hour (45-hour) training program covering the above subjects, as stipulated in section 57 of the *Regulation*.

Mandate of the Committee

5. Identify, assess and prioritize, by such means as the Committee considers appropriate, the specific professional development and refresher training requirements of HCPs and determine the funds required for such purpose.
6. Define the annual guidelines to be followed.
7. Identify specific projects aimed at meeting the particular professional development and refresher training requirements prioritized by the Committee.
8. Obtain the external resources necessary to develop and implement the projects identified by the Committee.
9. Determine, from the budget, the funds required for the Committee to function and fulfil its mandate, including travel expenses incurred by members in connection with their Committee duties.

Composition of the Committee

10. To serve on the Committee, a representative association or group of associations must represent at least ten (10) percent of all subsidized HCPs.
11. The Committee shall be composed of nine (9) members, of whom five (5) shall be appointed by the Minister, three (3) by the Centrale and one (1) by the Federation.

Operating and decision-making process

12. The Committee shall determine its operating rules and procedures.
13. The Committee shall adopt a code of ethics that includes confidentiality rules.
14. The Chair of the Committee shall be appointed by the Minister.
15. Notwithstanding article 5, the Minister shall determine the number of external resources required for the Committee to fulfil its mandate. The Minister shall also determine, as part of the Committee's budget, the costs related to retaining such resources.

Funding

16. The purpose of the allocated funds is to improve the training and professional development of HCPs in order to meet the specific requirements prioritized by the Committee.
17. On April 1 of every year, the Minister shall allocate two (2) million dollars to the Committee.
18. As of April 1, 2021, and thereafter on April 1 of every year, in accordance with the *Act respecting representation*, the balance of the account, up to \$85 per recognized and represented HCP, shall be paid to compensate them for participating in the training and professional development activities prescribed in section 59 of the *Regulation*.

Accountability reporting

19. On May 1 and October 30 of each year, the Minister shall report on the expenditures made further to Committee decisions.

Letter in effect for the term of the Collective Agreement

20. This Letter of Agreement shall remain in effect for the term of the aforementioned Collective Agreements.

SCHEDULE 2

LIST OF UNIONS

1. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL DE L'ABITIBI-TÉMISCAMINGUE (CSQ)
2. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – BAS-SAINT-LAURENT-GASPÉSIE-LES-ÎLES-DE-LA-MADELEINE (CSQ)
3. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – CENTRE-DU-QUÉBEC (CSQ)
4. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – CÔTE-NORD (CSQ)
5. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL - ESTRIE (CSQ)
6. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL - LAURENTIDES (CSQ)
7. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL LAVAL, LANAUDIÈRE (CSQ)
8. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – MAURICIE (CSQ)
9. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – MONTÉRÉGIE (CSQ)
10. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL DE MONTRÉAL (CSQ)
11. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – OUTAOUAIS (CSQ)
12. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL DE QUÉBEC, RIVE-NORD, RIVE-SUD (CSQ)
13. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – SAGUENAY-LAC-ST-JEAN-CHIBOUGAMAU (CSQ)
14. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – SUROÛT (CSQ)

SCHEDULE 3 NOTICE OF RELEASE FOR UNION BUSINESS

NAME OF UNION: _____

IDENTIFICATION OF THE HCE CONCERNED

Name of HCE concerned: _____

Address: _____

Telephone: _____ **Fax (if applicable):** _____

Email: _____

Name of Coordinating Office: _____

Email of Coordinating Office: _____

Name of Union Representative: _____

Address: _____

Telephone: _____ **Fax (if any):** _____

Email: _____

TYPE OF RELEASE

Release for indefinite period

HCE to be released for an indefinite period pursuant to articles 6.01 and 6.02 of the Collective Agreement, commencing _____

Types of release for an indefinite period

(a) Release of an **HCE** pursuant to article 6.08 of the Collective Agreement

(b) Release of an **HCE who is a member of the Union executive** pursuant to article 6.09 of the Collective Agreement

Dates covered by the Notice of Release for an indefinite period and status of the childcare service (closed: c; maintained by replacement: r)

Date (dd/mm/yy)	Type	Status	<input checked="" type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>

Date (dd/mm/yy)	Type	Status	<input checked="" type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>

Date (dd/mm/yy)	Type	Status	<input checked="" type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>

Signature of the HCE: _____ Date: _____

Signature of the Representative: _____ Date: _____

FOR MINISTÈRE'S USE ONLY

Signature: _____

Date notice received: _____

COPIES:

1- MINISTÈRE DE LA FAMILLE
 Email: mesentente.rsg@mfa.gouv.qc.ca
 Fax: 514 864-8092

2- FIPEQ-CSQ
 Email: liberations.syndicales@lacsq.org
 Fax: 514-356-9393

SCHEDULE 5

BREAKDOWN OF SUBSIDY PER DAY OF OCCUPANCY

Period	Basic allowance for children 59 months of age or less	Allowance for APSS Days	Additional monetary compensation for 3 days	Compensation for social safeguards ¹	Subsidy
As of April 1, 2019	\$23.56	\$2.79	-	\$4.42	\$30.77
As of April 1, 2020	\$23.56	\$2.80	-	\$4.45	\$30.81
As of April 1, 2021	\$23.56	\$2.81	\$0.36	\$4.50	\$31.23
As of April 1, 2022	\$23.56	\$2.81	\$0.36	\$4.56	\$31.29

A

- ¹ - As of April 1, 2019: 18.743%
 - As of April 1, 2020: 18.893%
 - As of April 1, 2021: 19.093%
 - As of April 1, 2022: 19.343%

SCHEDULE 6

ARBITRATION / MEDIATION HEARING LOCATIONS

Administrative regions	Hearing locations
01 Bas-Saint-Laurent	Rimouski
02 Saguenay-Lac-Saint-Jean	Saguenay (Chicoutimi and Roberval)
03 Capitale-Nationale	Québec City
04 Mauricie	Trois-Rivières
05 Estrie	Sherbrooke
06 Montréal	Montréal
07 Outaouais	Gatineau
08 Abitibi-Témiscamingue	Rouyn-Noranda
09 Côte-Nord	Baie-Comeau
10 Nord-du-Québec	Chibougamau
11 Gaspésie-Îles de la Madeleine	Gaspé
12 Chaudière-Appalaches	Lévis
13 Laval	Laval
14 Lanaudière	Repentigny
15 Laurentides	Saint-Jérôme
16 Montérégie	Longueuil
17 Centre-du-Québec	Drummondville

SCHEDULE 7

Payment details of allowances for 201_ - 201_ APSS Days

Name of HCE: _____

Date: _____

Calculation of deduction for 201_ - 201_ APSS Days

For the period 201_-04-01 to 201_-03-31	Number of days of occupancy		Holdback amount per day of occupancy		Compensation for 201_ - 201_ APSS Days
Period of April 1 to March 31, 201					
RCS for child 59 months of age or less		X	\$	=	
Special needs child 59 months of age or less		X	\$	=	
Amount withheld by the CO					\$

Provision for 201_ - 201_ APSS Days	\$
-------------------------------------	----

Calculation of the allowance for 201_ - 201_ pre-determined APSS Days

	201_ - 201_ days of occupancy		Maximum number of days of occupancy ¹		Annualized and subsidized spaces		201_ - 201_ pre- determined APSS Days ²		Rate in 201_ - 201_ after deduction		Compensation for 201_ - 201_ APSS Days
RCS for child 59 months of age or less	-	÷		=	□	x		x		=	\$
Special needs child 59 months of age or less	-	÷		=		x		x		=	\$
Allowance for 201_ - 201_ pre-determined APSS Days											\$

Payment calculation for each 201_ - 201_ pre-determined APSS Day

Allowance for 201_ - 201_ pre-determined APSS Days		\$
Number of pre-determined APSS Days	÷	
Payment for each 201_ - 201_ pre-determined APSS Day	=	\$

Payment calculation for 201_ - 201_ non-determined APSS Days

Total to be paid in APSS Days for 201_ - 201_		\$
Minus compensation for pre-determined APSS Days	\$	X
	=	\$

¹ As stipulated in article 13.08

² As stipulated in article 13.10

**NON-ARBITRABLE MATTERS EXCLUDED FROM THE
COLLECTIVE AGREEMENT**

GROUP INSURANCE PLAN

The Centrale may implement a group insurance plan. The choice of insurer and the features, terms and conditions and administration of the plan are the exclusive preserve of the Centrale.

LIST OF COORDINATING OFFICES

The Coordinating Office territories for which the Federation is recognized pursuant to the *Act respecting representation* are as follows:

G01 – Alliance des intervenantes en milieu familial Bas-Saint-Laurent-Gaspésie-Îles-de-la-Madeleine (CSQ)	
CPE LES CALINOIRS	Témiscouata-sur-le-Lac
CPE DE MATANE	Matane
CPE RIVIÈRE-DU-LOUP INC.	Rivière-du-Loup
CPE LES PINSONS INC.	Sainte-Luce-Luceville
CPE LA BALEINE BRICOLEUSE	Trois-Pistoles
LES SERVICES DE GARDE LA FARANDOLE	La Pocatière
CPE LA BELLE JOURNÉE INC.	Chandler
CPE LE VOYAGE DE MON ENFANCE	Gaspé
G02 – Alliance des intervenantes en milieu familial – Mauricie (CSQ)	
CPE LE MANÈGE DES TOUT-PETITS INC.	Shawinigan
CPE LA CLÉ DES CHAMPS INC.	La Tuque
CPE FLOCONS DE RÊVE	St-Maurice
CPE LE CERF-VOLANT INC.	Trois-Rivières
LES SERVICES DE GARDE GRIBOUILLIS	Louiseville
LES PETITS COLLÉGIENS	Trois-Rivières
CPE LES SOLEILS DE MÉKICNE	Saint-Tite
G03 – Alliance des intervenantes en milieu familial – Outaouais (CSQ)	
CPE TROIS PETITS POINTS	Gatineau
CPE 1-2-3 PICABOU	Mansfield-et-Pontefract
CPE LA GATINERIE	Gatineau
CPE LA RIBAMBELLE D'AYLMER	Gatineau
CPE LES FEUX FOLLETS	Gatineau
G04 – Alliance des intervenantes en milieu familial de l'Abitibi-Témiscamingue (CSQ)	
CPE DES PETITS ÉLANS	Amos
CPE LES PETITS CHATONS	La Sarre
CPE ABINODJIC-MIGUAM	Val-d'Or
CPE VALLÉE DES LOUPIOTS	Val-d'Or
CPE CHEZ CALIMÉRO	Ville-Marie
CPE BONNAVENTURE	Rouyn-Noranda
CPE SUCRE D'ORGE	Lebel-sur-Quévillon
G05 – Alliance des intervenantes en milieu familial – Côte-Nord (CSQ)	
CPE MAGIMUSE	Baie-Comeau
CPE LE MUR-MÛR	Fermont
CPE LA GIROFLÉE	Forestville
CPE SOUS LE BON TOIT	Sept-Îles
G06 – Alliance des intervenantes en milieu familial – Centre-du-Québec (CSQ)	
CPE LES PETITS LUTINS DE DRUMMONDVILLE INC.	Drummondville
CPE LA MARELLE DES BOIS-FRANCS	Victoriaville
CPE LA GIROUETTE INC.	Plessisville
CPE CHEZ-MOI CHEZ-TOI ET BC	Bécancour
G07 – Alliance des intervenantes en milieu familial – Suroît (CSQ)	

CPE MAMIE SOLEIL	Châteauguay
CPE KALÉIDOSCOPE	Huntingdon
CPE LA MÈRE SCHTROUMPH	Saint-Constant
CPE LES PETITS MOUSSES	Pincourt
CPE SOULANGES	Les Côteaux
CPE CADET-ROUSSELLE	Salaberry-de-Valleyfield
G20 – Alliance des intervenantes en milieu familial – Saguenay–Lac-St-Jean–Chibougamau (CSQ)	
CPE LA BAMBINERIE	Alma
BC DE LA PETITE ENFANCE	Chicoutimi
BC DE LA PETITE ENFANCE	Jonquière
CPE CROQUE LA VIE	Normandin
BC CHIBOUGAMAU-CHAPAIS	Chibougamau
G27 – Alliance des intervenantes en milieu familial – Montérégie (CSQ)	
CPE L'ATTRAIT MIGNON	Longueuil
CPE LES FRIMOUSSES DE LA VALLÉE	McMasterville
CPE LES COPAINS D'ABORD	Saint-Basile-le-Grand
CPE LA GRANDE OURSE	Sainte-Julie
CPE LES JOYEUX CALINOURS	Saint-Hubert
CPE LE PETIT MONDE DE CALIMÉRO INC.	Saint-Jean-sur-Richelieu
CPE LA PETITE MARINE INC.	Sorel-Tracy
CPE MATIN SOLEIL INC.	Varenes
LES JEUNES POUSSÉS DES JARDINS-DU-QUÉBEC	Napierville
CPE MAMIE-POM	Saint-Césaire
CPE LA RUCHE MAGIQUE INC.	Boucherville
G28 – Alliance des intervenantes en milieu familial – Estrie (CSQ)	
CPE DU HAUT SAINT-FRANÇOIS	East Angus
CPE FAMILI-GARD'ESTRIE	Sherbrooke
CPE FLEURIMONT INC.	Sherbrooke
CPE LA SOURCIÈRE	Wotton
CPE LA DOUCE COUVÉE	Acton Vale
CPE MAGIMO	Saint-Denis-de-Brompton
CPE CARROSSE-CITROUILLE INC.	Sherbrooke
CPE L'ENFANTILLAGE INC.	Coaticook
CPE L'ENFANT-DO DE MEMPHRÉMAGOG	Omerville
CPE FAMILIGARDE	Granby
G30 – L'Alliance des intervenantes en milieu familial Laval, Lanaudière (CSQ)	
CPE GAMINVILLE INC.	Laval
CPE LE HÊTRE INC.	Laval
CPE LES P'TITS SOLEILS DE STE-DOROTHÉE	Laval
CPE PIROUETTE DE FABREVILLE INC.	Laval
CPE LE CHAT PERCHÉ	Repentigny
LES SERVICES DE GARDE DES MOULINS INC.	Terrebonne
CPE LES JOYEUX LUTINS	Saint-Charles-Borromée
CPE LE CHEZ-MOI DES PETITS	Laval
CPE GAMIN GAMINE	Mascouche

CPE BOUTE-EN-TRAIN	St-Esprit
CPE LES JOLIS MINOIS	Terrebonne
G31 – L'Alliance des intervenantes en milieu familial Laurentides (CSQ)	
CPE LA FOURMILIÈRE	Mont-Laurier
CPE LES MILLE-PATTES	Saint-Jérôme
CPE MAIN DANS LA MAIN	Saint-Sauveur
CPE DES DEUX-MONTAGNES	Saint-Eustache
CPE LA JOYEUSE ÉQUIPÉE	Prévost
CPE SOLEIL LEVANT	Sainte-Anne-des-Plaines
CPE LA ROSE DES VENTS	Blainville
CPE L'ANTRE-TEMPS	Sainte-Agathe-des-Monts
G40 – Alliance des intervenantes en milieu familial de Québec, Rive-Nord, Rive-Sud (CSQ)	
CPE L'ENCHANTÉ	Boischatel
CPE PIGNONS SUR RUE	Clermont
CPE À LA BONNE GARDE	Lac-Etchemin
CPE LE PETIT TRAIN INC.	Lévis
BC MRC MONTMAGNY	Montmagny
BCGMF RAYONS DE SOLEIL	Saint-Apollinaire
CPE L'ESCALE	Sainte-Claire
CPE AU PALAIS DES MERVEILLES	Saint-Georges
CPE LES COQUINS	Saint-Jean-Port-Joli
CPE PETIT TAMBOUR	Saint-Romuald
BC DES APPALACHES	Thetford Mines
PITCHOUNETTE GARDE EN MILIEU FAMILIAL INC.	L'Ancienne-Lorette
BCGMF DES HAUTES MARÉES	Québec
BUREAU COORDONNATEUR LA CITÉ	Québec
CPE L'ESSENTIEL	Québec
BC LIMOILOU	Québec
CPE LES PETITS MULOTS	Québec
CPE DU SOLEIL À LA LUNE	Baie-Saint-Paul
CPE LE PETIT BALUCHON (1981) INC.	Québec
BC DE LA HAUTE ST-CHARLES	Québec
CPE AU JARDIN DE DOMINIQUE INC.	Beauceville
G50 – Alliance des intervenantes en milieu familial de Montréal (CSQ)	
CPE ENFANTS SOLEIL INC.	Montréal
CPE JARDIN DES FRUITS	Montréal
BC CPE LE JARDINS DES RÊVES INC.	Saint-Laurent
BCGMF DE BORDEAU-CARTIERVILLE	St-Laurent
BC CAVENDISH	Montréal
CPE DU PARC	Montréal
LES SERVICES DE GARDE DE LA POINTE INC.	Pointe-Claire
BC LA MAISON DU PANDA	Ste-Geneviève

Pursuant to section 40 of the *Educational Childcare Act*, Coordinating Offices must, in the performance of their functions, act in accordance with the directives and instructions issued by the Minister.

NATIONAL COMMITTEE ON HOME CHILDCARE ISSUES

Mandate

Allow the Fédération des intervenantes en petite enfance du Québec – CSQ (FIPEQ-CSQ) and childcare coordinating offices (Coordinating Offices) to express their point of view on major Québec-wide childcare issues and recommend potential solutions.

Composition of the Committee

- Assistant Deputy Minister responsible for the Sous-ministériat du soutien à la qualité des services de garde éducatifs à l'enfance of the Ministère de la Famille (hereinafter referred to as the “Ministère”) – Chair;
- Director, Direction des normes de qualité et d'accessibilité des services of the Ministère;
- Director, Direction de la main-d'œuvre of the Ministère;
- Two (2) representatives designated by the Coordinating Offices Advisory Committee;¹⁵
- Two (2) representatives designated by the FIPEQ-CSQ, namely, its President or a member of the Executive Committee designated by the President as his or her replacement, as well as one adviser.

Objectives

- Discuss Québec-wide home childcare issues;
- Discuss the solutions envisaged for the issues raised;
- Recommend ways to harmonize Coordinating Office operations and practices regarding HCEs;
- On a yearly basis, evaluate the process for settling disagreements concerning the *Educational Childcare Act* and its regulations;
- Discuss any other subject that is Québec-wide in scope as the Committee sees fit.

Rules pertaining to meetings

The Committee shall meet twice a year. The first meeting must take place within ninety (90) days of the signing of the Collective Agreement.

Thirty (30) days before every meeting, the FIPEQ-CSQ shall provide the Ministère with a list of subjects that it wishes to discuss, failing which the meeting shall be postponed. Ten (10) days before every meeting, the Ministère shall provide the FIPEQ-CSQ with a finalized agenda.

Operation of the Committee

The Committee shall determine its operating rules and procedures.

¹⁵ This Advisory Committee was established pursuant to section 124.1 of the *Educational Childcare Act*.

NATIONAL COMMITTEE ON APPLICATION OF THE *EDUCATIONAL CHILDCARE ACT AND ITS REGULATIONS*

Mandate

The National Committee on Application of the ECA and its regulations (hereinafter referred to as the “Committee”) shall allow the Fédération des intervenantes en petite enfance du Québec – CSQ (FIPEQ-CSQ) to discuss difficulties in applying the *Educational Childcare Act* and the regulations enacted thereunder and the directives and instructions issued pursuant thereto (hereinafter referred to as the “ECA and its regulations”) for the purpose of obtaining interpretations from the Ministère de la Famille (the Ministère).

Composition of the Committee

- Two (2) professionals from Ministère directorates who are responsible for interpreting the ECA and its regulations;
- One (1) professional from the Direction de la main-d’œuvre of the Ministère; and
- Three (3) FIPEQ-CSQ labour relations advisers.

Objectives

- Discuss divergences in interpretation that arise in applying the ECA and its regulations by home childcare Coordinating Offices;
- Allow the FIPEQ-CSQ to state its point of view regarding the interpretation of the ECA and its regulations; and
- Allow the Ministère to formulate and disseminate guidelines respecting the interpretation of the ECA and its regulations.

Rules pertaining to meetings

The Committee shall meet up to four (4) times a year. The initial meeting must take place within three (3) months of the signing of the Collective Agreement.

Twenty (20) days before a meeting, the FIPEQ-CSQ shall forward to the Ministère a list of subjects that it wishes to discuss, failing which the meeting shall be postponed.

The Committee may not deal with issues that are Québec-wide in scope (e.g., issues underlying a regulatory amendment). Such issues must be referred to the National Committee on Home Childcare Issues.

Results

The guidelines and interpretations resulting from Committee discussions are exclusively within the competence of the Ministère.

Operation of the Committee

The Committee shall determine its operating rules and procedures.

**LETTER OF AGREEMENT RESPECTING THE PROCESS FOR RESOLVING
DISPUTES CONCERNING THE *EDUCATIONAL CHILDCARE ACT* AND ITS
REGULATIONS**

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf of
the Government of Québec, herein represented by
Mathieu Lacombe, Minister,

hereinafter referred to as the “Minister”

AND

**THE CENTRALE DES SYNDICATS DU QUÉBEC
(CSQ), MANDATARY OF THE FÉDÉRATION
DES INTERVENANTES EN PETITE ENFANCE
DU QUÉBEC (CSQ)**, a legal person duly
constituted under the *Professional Unions Act*
(R.S.Q., c. S-40) having its head office at 9405
Sherbrooke Street East, Montréal, Québec H1L
6P3, represented by Sonia Éthier, President of the
Centrale

hereinafter referred to as the “Centrale”

Preamble

WHEREAS on _____ 2020, the Minister entered into a Collective Agreement
with the Centrale;

WHEREAS the parties to this Letter of Agreement (hereinafter referred to as the “Letter”)
have agreed to implement a process for resolving disputes concerning application of the
Educational Childcare Act (hereinafter referred to as the “ECA”) and its regulations;

WHEREAS the purpose of the process is to provide for the formal handling of disputes
concerning the application of the ECA and its regulations that may arise between home
childcare providers (hereinafter referred to as “HCPs”) and home childcare Coordinating
Offices (hereinafter referred to “COs”);

WHEREAS HCPs are entitled to have their self-employed status respected in the
performance of their duties under the terms of the ECA;

WHEREAS HCPs perform their duties in a family setting in a private residence;

WHEREAS the actions of COs must be respectful of the self-employed worker status of
an HCP in the performance of his or her duties, in accordance with the conditions
stipulated in the ECA;

WHEREAS COs must act in accordance with the Ministère’s directives and instructions;

WHEREAS this Letter does not operate to limit or amend the ECA and its regulations;

WHEREAS the Letter is a non-arbitrable matter excluded from the Collective Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. The Preamble forms an integral part of this Letter.

Objectives

2. Provide a formal process (hereinafter referred to as the “Dispute Resolution Process”) whereby HCPs and COs can apply to the Ministère de la Famille (hereinafter referred to as “Ministère”) or a review officer, where applicable, for the purpose of resolving disputes involving the application of the ECA and its regulations, including decisions made by COs concerning the Subsidy.¹⁶
3. Allow HCPs and COs to be heard and to express their point of view concerning a dispute.
4. Harmonize CO practices.
5. Allow the Ministère to clarify and communicate its position to the parties described in paragraph 7.
6. If necessary, allow the parties to submit their dispute to an impartial and independent external reviewer.

Right to submit a request for dispute resolution to the Ministère

7. The following parties may file a request for dispute resolution pursuant to the Letter are:
 - a) The Alliance des intervenantes en milieu familial, the Fédération des intervenantes en petite enfance du Québec or the CSQ, on behalf of an HCP;
 - b) A CO.

Eligibility criteria for dispute resolution

8. For a dispute resolution request to be considered eligible by the Secrétariat du Processus de règlement (hereinafter referred to as the “Secrétariat”), the request must satisfy the following criteria:
 - a) It must have been made in response to a notice of violation of the ECA and its regulations issued by a CO or a decision made by a CO concerning the Subsidy; and
 - b) It must be transmitted in a manner that provides proof of receipt, using the form provided for that purpose, within a period not exceeding one hundred eighty (180) days of the event.

The Dispute Resolution Process

9. A request for dispute resolution shall be sent simultaneously to the Ministère and to the other party involved in the dispute, using the form provided for that purpose. The party submitting the request must specify the reasons for the request and the

¹⁶ For the purposes of this Letter of Agreement, the term “Subsidy” includes supplementary allowances.

conclusion sought. All information and documents required for proper analysis of the situation must be enclosed with the request.

10. The other party involved in the dispute must respond in a statement sent to the Ministère and to the party that submitted the dispute, using the form provided for that purpose and enclosing all necessary supporting documents. The aforementioned statement must be provided within twenty (20) days of receiving the request for dispute resolution, failing which the other party shall be deemed to have waived its right to file a statement.
11. The party that filed the dispute then has a right to reply to the aforementioned statement, using the form provided for that purpose and appending all the necessary documents in support of its reply. The party must file its reply within ten (10) days of receiving the statement, failing which it shall be deemed to have waived its right to reply. Where applicable, the other party may also file a reply within the same time limits, and following the same procedure.
12. The Ministère shall, within thirty (30) days following expiration of the time limits stipulated in paragraph 11, analyze the dispute. For that purpose:
 - (a) It may communicate with the parties and give them an opportunity to present their respective positions and attempt to resolve the dispute and, where applicable, endorse the agreement reached between the parties;
 - (b) If the dispute cannot be resolved, the Ministère shall communicate its position in writing. Its position must be substantiated and must set out the position of both parties. The Ministère's position is binding and must be implemented by the parties after expiration of the fifteen-day (15-day) review period, unless within that period one of the parties has submitted a request for review.
13. The parties shall apply the departmental position or the agreement reached by the parties, as the case may be, failing which the Minister may exercise his or her powers under the ECA to ensure that such position or agreement is implemented.

Review of the Ministère's position

14. Within fifteen (15) days of communication of the Ministère's position to the parties, either party may submit a written request to the Secrétariat, using the form provided for that purpose, to have the Ministère's position reviewed by the independent reviewer designated by the Minister. A copy of the request for review shall be forwarded to the other party. Receipt of the request suspends implementation of the Ministère's position.

Reviewer's mandate

15. The reviewer shall have forty (40) days from the date the request for review was received by the Secrétariat to undertake a file review of the dispute and submit his or her recommendations in writing to the Ministère and to the parties. The reviewer may contact the parties by telephone to obtain their comments.
16. The reviewer shall make recommendations to the parties regarding resolution of the dispute concerning the application of the ECA and its regulations following consideration of the request for review of the Ministère's position. The reviewer may also, if he or she considers it necessary, forward suggestions to the Minister.

17. The reviewer shall carry out his or her mandate impartially, transparently, fairly and in accordance with the Act. The reviewer shall take into account the particular facts of every dispute. The reviewer may not be in the employ of the Ministère, a CO or the CSQ.
18. The parties shall apply the reviewer's recommendations, failing which the Minister may exercise his powers under the ECA to ensure that the recommendations are implemented.

Time limits

19. In calculating the time limits stipulated herein, only business days are counted; weekends and pre-determined subsidized service provision absences are not taken into account in the calculation.
20. The parties may ask the Ministère to reduce the time limits if the CO or the HCP represented by the ADIM, the FIPEQ or the CSQ is likely to suffer significant prejudice in the short term. In such a case, the Ministère may fix shorter time limits than those stipulated in paragraphs 10 and 12 in order to issue its position. The Ministère may also propose an interim measure to the parties. The Ministère may require that the parties provide it with all information and documents useful for analyzing the request for dispute resolution within such time limits as it may determine.

**LETTER OF AGREEMENT RESPECTING THE ESTABLISHMENT OF A
COMMITTEE RESPONSIBLE FOR EXAMINING ANALOGOUS
EMPLOYMENT PURSUANT TO THE *ACT RESPECTING REPRESENTATION***

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf of the Government of Québec, herein represented by the Minister, Mathieu Lacombe,

hereinafter referred to as the “Minister”

AND

THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ), MANDATARY OF THE FÉDÉRATION DES INTERVENANTES EN PETITE ENFANCE DU QUÉBEC (CSQ), a legal person duly constituted pursuant to the *Professional Unions Act* (R.S.Q., c. S-40) having its head office at 9405 Sherbrooke Street East, Montréal, Québec H1L 6P3, represented by Sonia Éthier, President of the Centrale,

hereinafter referred to as the “Centrale”

PREAMBLE

Whereas the parties wish to reach a negotiated agreement respecting conditions of employment for the period of April 1, 2019 to March 31, 2023;

Whereas the parties began negotiations in March 2019;

Whereas negotiations have stalled on the issue of readjusting an HCE’s Subsidy pursuant to section 32 of the *Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements* (hereinafter referred to as the “*Act respecting representation*”);

Whereas homecare providers (hereinafter referred to as “HCEs”), are self-employed-workers pursuant to the *Educational Childcare Act*;

Whereas the *Act respecting representation* provides that when negotiating the amount of a Subsidy, the parties shall determine what constitutes, for a full service load, funding that ensures that an HCE’s net income from operating a home childcare service, is equitable compared to the annual salary of persons engaging in analogous activities, taking into account, among other things, the number of days worked;

Whereas a full service load corresponds to six (6) subsidized spaces for children of 59 months of age or less, for the maximum number of days of occupancy per annum stipulated in article 12.03 of the Collective Agreement;

Whereas the related sector of activity is early childhood education and childcare;

Whereas the employment currently used as a benchmark is “untrained level 1 educator in a childcare centre”;

Whereas this Letter of Agreement is a non-arbitrable matter excluded from the Collective Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. To establish, no later than thirty (30) days following the signing of the Collective Agreement, a parity committee (hereinafter referred to as the “Committee”) with the following mandate:
 - 1.1. to establish analogous employment, i.e., that of a person engaging in activities analogous to those engaged in by HCEs, specifically taking into consideration the following elements:
 - 1.1.1. the training required by the *Educational Childcare Act* to work as an HCE;
 - 1.1.2. the tasks and responsibilities that constitute the core of HCE employment.
 - 1.2. Determine what constitutes, for a full service load, the funding comparable to the remuneration of persons engaging in analogous activities, taking into consideration all the parameters of section 32 of the *Act respecting representation*, specifically the following:
 - 1.2.1. the reasonable operating expenses incurred in providing a full service childcare operation;
 - 1.2.2. the basic contribution received by the HCE;
 - 1.2.3. benefits enjoyed by the HCE under any other Act.

COMPOSITION AND OPERATION OF THE COMMITTEE

2. The Committee shall be composed of six (6) members. Of those members, three (3) shall be appointed by the Government of Québec and three (3) by the FIPEQ-CSQ.
3. The parties may replace their respective members or, as required and at their expense, add resource persons that they consider appropriate to ensure that the work progresses.
4. The parties agree on the importance of the following:
 - 4.1. ensuring the free and full expression of ideas within the Committee;
 - 4.2. preserving the confidentiality of discussions and documents shared for the exclusive use of the Committee;
 - 4.3. promoting a problem-solving approach, sharing information, identifying goals and fostering consensus.
5. The parties shall jointly designate an independent external facilitator with recognized expertise that is relevant to the nature of the Committee’s work, whose mandate shall be to:

- 5.1. coordinate the work of the Committee;
- 5.2. promote discussion within the Committee;
- 5.3. encourage consensus-building within the Committee;
- 5.4. present a report to the negotiating parties, as appropriate, on the following topics:
 - 5.4.1. areas where Committee members differ;
 - 5.4.2. the position of Committee members on each point of divergence;
 - 5.4.3. non-binding recommendations respecting each point of divergence.
6. As required, the parties may request that the mediator assigned to this matter assist them in selecting a facilitator.
7. The Committee shall determine its operating rules and procedures. Generally, the Committee members shall exchange documentation that they consider relevant and shall collaborate in the Committee's work.

REPORTS AND APPLICATION OF RECOMMENDATIONS

8. The Committee shall submit a report, joint or otherwise, to the negotiating parties on the results of their work, by no later than September 30, 2021.
9. Should the Committee members be unable to produce a joint report, the facilitator shall submit the report provided for in paragraph 5.4 of this Letter of Agreement to the negotiating parties by no later than November 30, 2021. The facilitator's report shall be presented to the National Committee on Childcare Issues.
10. After agreeing on funding comparable to the remuneration of persons engaging in analogous activities, the parties shall negotiate the terms and conditions for adjusting the funding, where applicable, as well as the adjustment application periods, taking into consideration the economic situation and the state of Québec's public finances. As required, the adjustment methods shall be implemented on April 1, 2022.
11. The parties agree that the 2.00% adjustment granted on April 1, 2019 shall be subtracted, if applicable, from the adjustment that may result from this Letter of Agreement.

This document is an administrative translation provided solely for information purposes.
In case of disagreement, only the official French-language version is enforceable

COLLECTIVE AGREEMENT ENTERED INTO BETWEEN

THE MINISTER OF FAMILIES

AND

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ),
A MANDATARY DULY AUTHORIZED TO ACT FOR THE FÉDÉRATION DES
INTERVENANTES EN PETITE ENFANCE DU QUÉBEC (CSQ) AND HOME
CHILDCARE PROVIDERS**

FOR THE PERIOD OF APRIL 1, 2019 TO MARCH 31, 2023

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISION	4
ARTICLE 2 DEFINITIONS	4
ARTICLE 3 PURPOSE OF THE AGREEMENT.....	6
ARTICLE 4 SCOPE OF APPLICATION AND UNION RECOGNITION	6
ARTICLE 5 UNION RIGHTS.....	7
ARTICLE 6 RELEASE FOR UNION BUSINESS.....	10
ARTICLE 7 PROFESSIONAL AUTONOMY	12
ARTICLE 8 PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING	13
ARTICLE 9 NATIONAL AGREEMENT COMMITTEE (NAC)	13
ARTICLE 10 DISAGREEMENT SETTLEMENT PROCEDURE	13
ARTICLE 11 INDEMNIFICATION PROCEDURE - MEASURE ANNULLED BY THE ADMINISTRATIVE TRIBUNAL OF QUÉBEC	17
ARTICLE 12 SUBSIDY PARAMETERS.....	17
ARTICLE 13 RULES CONCERNING APSS DAYS	21
ARTICLE 14 PROVISIONS CONCERNING ADDITIONAL MONETARY COMPENSATION.....	24
ARTICLE 15 NON-SUBSIDIZED SERVICE PROVISION ABSENCE WITH OR WITHOUT REPLACEMENT	25
ARTICLE 16 NOTICE	26
ARTICLE 17 INTERPRETATION	26
ARTICLE 18 RETROACTIVITY.....	26
ARTICLE 19 COMING INTO EFFECT AND TERM OF THE AGREEMENT.....	27
SCHEDULE 1 LETTER OF AGREEMENT RESPECTING PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING	29
SCHEDULE 2 LIST OF UNIONS.....	32
SCHEDULE 3 NOTICE OF RELEASE FOR UNION BUSINESS.....	33
SCHEDULE 4 NOTICE OF DISAGREEMENT.....	34
SCHEDULE 5 BREAKDOWN OF SUBSIDY PER DAY OF OCCUPANCY.....	35
SCHEDULE 6 ARBITRATION / MEDIATION HEARING LOCATIONS	36
SCHEDULE 7 PAYMENT DETAILS OF ALLOWANCES FOR APSS DAYS	38
NON-ARBITRABLE MATTERS EXCLUDED FROM THE COLLECTIVE AGREEMENT	38
GROUP INSURANCE PLAN	39
LIST OF COORDINATING OFFICES	40
NATIONAL COMMITTEE ON HOME CHILDCARE ISSUES.....	43

NATIONAL COMMITTEE ON THE *EDUCATIONAL CHILDCARE ACT* AND ITS REGULATIONS..... 44

LETTER OF AGREEMENT RESPECTING THE PROCESS FOR RESOLVING DISPUTES CONCERNING THE *EDUCATIONAL CHILDCARE ACT* AND ITS REGULATIONS..... 45

LETTER OF AGREEMENT RESPECTING THE ESTABLISHMENT OF A COMMITTEE RESPONSIBLE FOR EXAMINING ANALOGOUS EMPLOYMENT PURSUANT TO THE *ACT RESPECTING REPRESENTATION* 49

COLLECTIVE AGREEMENT

ARTICLE 1 GENERAL PROVISION

- 1.01 The parties to this Collective Agreement are the Minister of Families and the Fédération des intervenantes en petite enfance du Québec (CSQ), which has mandated and authorized the Centrale des syndicats du Québec (CSQ) to act on the Minister's behalf for the purposes of this Agreement.

ARTICLE 2 DEFINITIONS

For the purposes of the Agreement, the following words, terms and expressions have the meanings ascribed to them below.

2.01 **Calendar Year:**

The period commencing January 1 and terminating December 31 of the same year.

2.02 **Reference Year:**

The period commencing April 1 and terminating March 31 of the following year.

2.03 **APSS Day:**

Subsidized service provision absence.

2.04 **Assistant:**

A person of full age who assists an HCE, referred to in section 54 of the *Regulation*.

2.05 **Coordinating Office or Office:**

An entity duly accredited by the Minister to exercise the functions prescribed in the *Educational Childcare Act*.

Coordinating Office territories respecting which the Federation is recognized in accordance with the *Act respecting representation* are listed in the section entitled "Non-arbitrable Matters Excluded from the Collective Agreement".

2.06 **Centrale:**

The Centrale des syndicats du Québec (CSQ).

2.07 **Basic Contribution:**

The contribution established in section 5 of the *Reduced Contribution Regulation* (CQLR, c. S-4.1.1, r. 1).

2.08 **Agreement:**

This Collective Agreement.

- 2.09 **Federation:**
The Fédération des intervenantes en petite enfance du Québec (CSQ).
- 2.10 **Day:**
Calendar Day.
- 2.11 ***Act respecting representation:***
The Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements (CQLR, c. R-24.0.1).
- 2.12 ***Educational Childcare Act:***
Educational Childcare Act (CQLR, c. S-4.1.1).
- 2.13 **Disagreement:**
A disagreement concerning the interpretation or application of this Agreement.
- 2.14 **Ministère:**
The Ministère de la Famille.
- 2.15 **Minister:**
The Minister of Families.
- 2.16 **Regulation:**
Educational Childcare Regulation (CQLR, c. S-4.1.1, r.2).
- 2.17 **Replacement:**
A person of full age who replaces an HCE or an HCE Assistant, as contemplated in section 81 of the *Regulation*.
- 2.18 **Union Representative:**
The person designated by the Union to represent the Union, an HCE or a group of HCEs in their dealings with the Minister.
- 2.19 **HCE (Home childcare educator):**
An HCE is a natural person and own-account self-employed worker represented by a Union affiliated with the Federation and the Centrale as a recognized homecare provider pursuant to the *Educational Childcare Act*, who contracts with parents to provide childcare in a private residence in return for payment.
- 2.20 **Subsidy:**
Subsidy has the meaning ascribed to that term in article 12 of the Agreement.

2.21 Union:

The Alliance des intervenantes en milieu familial (ADIM-CSQ), more fully designated in Schedule 2.

ARTICLE 3 PURPOSE OF THE AGREEMENT

3.01 The purpose of the Agreement is as follows:

- (a) to recognize HCE rights resulting from the Agreement negotiated pursuant to the *Act respecting representation*;
- (b) to establish, maintain and foster good relations between the Minister, the Centrale, the Federation, the Unions and HCEs;
- (c) to establish clear and orderly relationships to facilitate the settlement of Disagreements that may arise between the Minister, the Centrale, the Federation, the Union and HCEs with respect to matters covered by the Agreement.

Principles

3.02 The parties acknowledge the following:

- (a) the powers and responsibilities vested in the Minister by the *Educational Childcare Act* and its regulations. The parties further acknowledge that such powers and responsibilities may not be limited or modified in any manner; and
- (b) the power of the Centrale, the Federation and the Union to defend and promote the economic, social and professional interests of HCEs in accordance with the *Act respecting representation*.

ARTICLE 4 SCOPE OF APPLICATION AND UNION RECOGNITION

Scope of application

4.01 The Agreement applies to HCEs whose homecare educational services are subsidized and who are represented by a Union affiliated with the Federation and the Centrale.

4.02 HCE Replacements and Assistants are not covered by the Agreement.

4.03 The Office is not a party to the Agreement and is not entitled to be a party to the Disagreement settlement procedure provided for herein.

Union recognition

4.04 The Minister recognizes the Union as the sole representative and mandatary of all HCEs.

4.05 The Minister recognizes the Centrale as the sole bargaining agent for the purposes of representing, negotiating and entering into a Collective Agreement on behalf of HCEs represented by the Unions listed in Schedule 2.

- 4.06 Within thirty (30) days of the signing of this Agreement, the Federation shall provide the Minister with full contact information (name, street address, email address and telephone numbers) of each member of the Executive Committee of the Federation and of the Unions listed in Schedule 2.

Thereafter, the Federation shall advise the Minister of any change in the aforementioned information within thirty (30) days of such change.

- 4.07 No separate agreement concerning any matters covered by the Agreement may be entered into without the written consent of all parties.

ARTICLE 5 UNION RIGHTS

Union security

- 5.01 Every HCE who is a Union member on the effective date of the Agreement must remain a member for the term of the Agreement.
- 5.02 Every HCE who is not a Union member on the effective date of the Agreement must sign a Union membership application form. If the Union accepts an HCE into its ranks, the HCE must remain a member thereof for the term of the Agreement.
- 5.03 After the effective date of the Agreement, every HCE must sign a Union membership application form within thirty (30) days of the date on which one or more subsidized spaces has been allocated to the HCE. If the Union accepts the HCE into its ranks, the HCE must remain a member thereof for the term of the Agreement.

Deduction of union dues

- 5.04 The Minister¹ shall deduct the dues rate determined by the Union from the Subsidy payable to each and every HCE, whether a Union member or not.

The Federation or the Union shall inform the Minister of the dues rate to be deducted and, in the event of any change in such rate, give the Minister written notice thereof at least forty-five (45) days before the change is implemented.

The Federation shall inform the Minister of all Subsidy components to which the dues rate applies and, in the event of any change concerning such components, give the Minister written notice thereof at least forty-five (45) days before the change is implemented.

- 5.05 The Minister² shall, no later than the 15th day of every month, remit to the Union or its designated mandatary, the total amount of dues collected in the previous month along with the following information for each subsidized HCE:
- Surname and first name;
 - Home address, telephone number and cell phone number;
 - Email address, if available;
 - Date of recognition;

¹ The Minister may delegate that responsibility.

² The Minister may delegate that responsibility.

- Date of next renewal;
- Number of subsidized spaces;
- Occupancy of the period;
- Contributory occupancy of the period;
- Total basic Subsidy paid;
- Total contributory basic Subsidy;
- Total accrued amounts for APSS Days;
- The contributory portion of APSS Days;
- The dues rate;
- Total contributory amounts;
- The amount of dues deducted from the Subsidy;
- The amount deducted respecting the provision of APSS Days;
- Total dues deducted;
- Recognition status, if suspended, not renewed or revoked, as the case may be;
- HCEs who obtained recognition or transferred their home childcare operations to the Coordinating Office territory in the preceding month must be identified separately.

The above information shall be sent by electronic file allowing for the information contained therein to be sorted.

- 5.06 The Minister² shall issue receipts to every HCE indicating total contributions paid by the Minister on behalf of the HCE to the Union in the corresponding Calendar Year.

Documentation to be forwarded

- 5.07 The Minister shall forward to the Union, upon receipt, a copy of the Notice of Intent and the Notice of Suspension, Revocation or Non-Renewal of a particular HCE Recognition sent to the Minister in accordance with the Directive.
- 5.08 The Minister shall, if practicable, promptly forward a copy of any policy, instruction or directive concerning home childcare to the Centrale for consultation prior to implementation.

Access to HCE files

- 5.09 An HCE may, alone or in the presence of the Union Representative, have access to his or her file held by the Office. The HCE may also obtain a copy of all or part of that file upon payment of a reasonable fee. The copy shall be provided to the HCE as soon as possible within thirty (30) days.
- 5.10 If an HCE is required to make representations concerning his or her recognition to the Office's board of directors, the HCE shall be given, along with the notice, a free copy of each document that will be taken into consideration in deciding the matter.

The HCE may also obtain, prior to the meeting and in accordance with article 5.09, a copy of any other documents that the HCE considers useful for the purpose of making such representations.

- 5.11 The Union Representative may, with the HCE's written authorization, exercise

the rights set forth in articles 5.09 and 5.10.

- 5.12 The rights set out in these articles concerning access to, and the holding and communication of, documents shall be exercised in accordance with the legislative provisions concerning the protection of personal information.

Indemnity while suspended pending investigation by the Director of Youth Protection

- 5.13 An HCE whose recognition is suspended as a result of intervention by the Director of Youth Protection (DYP) shall receive an indemnity for up to four (4) weeks from the date of suspension.

Where an HCE recognition has been suspended for more than four (4) consecutive weeks and the DYP considered the allegations in the report to be unfounded, or if an HCE has been acquitted of all criminal charges, the HCE shall receive an indemnity for the extra weeks of suspension for a maximum of four (4) weeks in addition to the indemnity paid for the first 4 weeks under the first paragraph.

The indemnity shall be equal to the Subsidy received by the HCE in the previous period, in accordance with the HCE's service agreements.

If a pre-determined APSS Day occurs in the weeks covered by this article, the HCE will not receive an indemnity for that day but instead shall be paid the compensation provided for in article 13.17.

Should an HCE take a non-determined APSS Day in the weeks contemplated in this article, the HCE shall receive the indemnity for that day. The HCE may defer that day to a later date in the Reference Year. However, the HCE's service may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.03.

Payment of the indemnity provided for in the first paragraph shall cease if the HCE's recognition is revoked, whether it was at the HCE's request or not.

- 5.14 If an HCE must cease to provide childcare services as a result of a decision without appeal handed down by a tribunal of competent jurisdiction, the HCE shall reimburse the Minister for the indemnification received under article 5.13.

An HCE who has been found guilty of a crime following a suspension prompted by a report accepted for investigation by the DYP and who no longer meets the conditions for recognition prescribed in the *Educational Childcare Act*, must reimburse the total amount of the indemnification received pursuant to article 5.13.

Prohibition against reprisals

- 5.15 No person may threaten, coerce or take reprisals against an HCE for exercising a right conferred by the Agreement.
- 5.16 No person may threaten, coerce or take reprisals against a Union Representative for performing his or her duties under the Agreement.

Protection of rights

- 5.17 An HCE, or the Union on behalf of the HCE, may, within the time frames stipulated in the Agreement, assert all rights arising under the Agreement, irrespective of whether or not the HCE's recognition has been suspended, not renewed or revoked.
- 5.18 In accordance with section 18 of the *Act respecting representation*, an HCE is entitled to be assisted by a Union Representative or a Centrale representative.

Therefore, an HCE may be assisted in exercising any of the rights provided for in this Agreement.

ARTICLE 6 RELEASE FOR UNION BUSINESS

Release for an indefinite period, without Subsidy, resulting in total interruption of childcare services

- 6.01 The Centrale may obtain releases for HCEs for an indefinite period resulting in total interruption of childcare, without any Subsidy, on the basis of the total number of HCEs covered by the recognitions awarded by the Administrative Labour Tribunal in favour of the Unions, in accordance with the parameters set out below:

Maximum number of HCEs involved in a total interruption of childcare	Number of HCEs covered by all recognitions awarded by the Administrative Labour Tribunal
2	Fewer than 1,000
4	1,000 but fewer than 2,000
6	2,000 but fewer than 4,000
8	4,000 but fewer than 5,000
12	5,000 but fewer than 7,000
16	7,000 but fewer than 8,000
20	8,000 but fewer than 9,000
22	9,000 but fewer than 10,000
24	10,000 or more

- 6.02 In addition to the releases provided for in article 6.01, the Centrale may obtain releases for a maximum of two (2) HCEs elected to a Centrale position, a maximum of three (3) HCEs elected to a Federation Executive Committee position and a maximum of three (3) HCEs elected to a bargaining committee position, resulting in total interruption of childcare for the term of their office.
- 6.03 To obtain a release for an indefinite period that would result in a total interruption of childcare, the Centrale must forward to the Minister the Notice of Release reproduced in Schedule 3 at least thirty (30) days before the start date of the interruption of childcare.
- 6.04 In such a case, the Minister shall, pursuant to section 79.2 of the *Regulation*, suspend the HCE's recognition for the duration of the release.

- 6.05 The Centrale shall send written notice to the Minister stipulating the termination date of a release for an indefinite period resulting in a total interruption of childcare. The notice must be sent thirty (30) days before the termination date.

Resumption of the HCE's childcare operations is governed by the conditions prescribed in sections 79.3 and 80 of the *Regulation*.

- 6.06 The release shall be maintained provided that the HCE is in compliance with the provisions of section 6 of the *Regulation*, with regard to the HCE exclusively.

Release for a specified period

- 6.07 In order to obtain a release for a specified period for an HCE, the Union must provide the Minister with a Notice of Release, reproduced in Schedule 3, within the following time frames:

(a) at least two (2) days before the release start date if the release does not result in total interruption of childcare;

(b) at least fifteen (15) days before the release start date if the release results in total interruption of childcare and, in such a case, a copy must be sent to the parents concerned within the same time frame.

- 6.08 Release for a specified period provided for in article 6.07 allows an HCE to be released for a maximum of fifty (50) days of childcare per Reference Year. Of those fifty (50) days, a maximum of eight (8) days may be taken per month. Of those eight (8) days, a maximum of three (3) days may be taken consecutively once a month. Under no circumstances may an HCE be absent for more than three (3) consecutive days.

On an exceptional basis, the HCE may take three (3) consecutive release days more than once a month, or more than eight (8) release days per month, but not more than fifty (50) days per Reference Year. Extended release days must be authorized in advance by the Ministère.

- 6.09 Release for a specified period provided for in article 6.07 allows up to two (2) members of the executive per Union to be released for up to one hundred (100) days of childcare per Reference Year each. Of those one hundred (100) days, up to twelve (12) days may be taken per month. Of those twelve (12) days, up to three (3) days may be taken consecutively up to twice a month. Under no circumstances may an HCE be absent for more than three (3) consecutive release days.

Exceptionally, an HCE may take three (3) consecutive release days more than twice a month or more than twelve (12) release days per month, but not more than one hundred (100) days per Reference Year. Extended release days must be authorized in advance by the Ministère.

The Union shall inform the Minister of the names of the members of the executive entitled to the release provided for in this article.

A member of the executive who avails himself/herself of such a release is not entitled to a release provided for in article 6.08.

An HCE who is or who becomes a member of the executive may not be released for more than one hundred (100) days per Reference Year if the HCE avails himself/herself of releases provided for in articles 6.08 and 6.09.

- 6.10 The maximum number of days that can be taken monthly or consecutively, as stipulated in articles 6.08 and 6.09, shall not apply during the periods prescribed in sections 10 (3), (4) and (5) of the *Act respecting representation*.
- 6.11 The release for a specified period provided for in article 6.07 allows the official Union delegate to be released for a maximum of fifty (50) childcare days per Reference Year in order to attend Federation and Centrale conventions and council meetings. Of those fifty (50) days, no more than twelve (12) days may be taken per month. Of those twelve (12) days, no more than four (4) days may be taken consecutively. Under no circumstances may an HCE be absent for more than four (4) consecutive release days.
- 6.12 An HCE who is entitled to a release for a specified period in accordance with article 6.07 may decide to not proceed with a total interruption of childcare by using a Replacement. In such a case, the Replacement is an occasional replacement within the meaning of section 81 of the *Regulation*, but shall not be counted in calculating the number of days used annually for occasional replacement as stipulated in section 81.1 of the *Regulation*.
- 6.13 A release for Union business provided for in article 6.07 resulting in total interruption of childcare must be for at least one half day.

Miscellaneous

- 6.14 The Centrale shall maintain a register of HCEs entitled to release periods in accordance with this article 6. The register shall contain the names of the HCEs and the dates on which each release takes effect. The Centrale shall send a copy of the register to the Minister on September 1 and March 1 of every year.
- 6.15 HCEs released pursuant to this article 6 retain all the rights and benefits that they would have been entitled to had their childcare service not been interrupted.
- 6.16 The Federation or the Union, as the case may be, shall bear the costs of HCE releases granted in accordance with this article 6.
- 6.17 Within ninety (90) days of the expiration of the Agreement, the parties shall negotiate the terms and conditions respecting the preparation and negotiation of the renewal of the Agreement.

Notwithstanding the foregoing, such initiatives do not by themselves constitute notice within the meaning of section 36 of the *Act respecting representation*.

ARTICLE 7 PROFESSIONAL AUTONOMY

- 7.01 An HCE is an own-account self-employed worker.
- 7.02 The Minister's actions shall be duly respectful of the self-employed status of HCEs.

- 7.03 HCEs shall personally recruit and select their Assistants, Replacements and clients.

ARTICLE 8 PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING

- 8.01 The parties agree to sign a letter of agreement respecting professional development and refresher training for HCEs. A copy of that letter is reproduced in Schedule 1 of the Agreement.
- 8.02 Professional development and refresher training activities exclude the initial training program of forty-five (45) hours referred to in section 57 of the *Regulation*.

ARTICLE 9 NATIONAL AGREEMENT COMMITTEE (NAC)

- 9.01 The Parties hereby constitute the NAC to do the following:
- a) discuss and attempt to resolve any difficulty concerning the application or interpretation of the Agreement;
 - b) discuss and attempt to resolve any Disagreement referred to the Minister;
 - c) make recommendations for improving implementation of the Agreement;
 - d) examine any issue pertaining to a law or regulation where such examination is necessary for application of the Agreement;
 - e) discuss any other matter as the NAC sees fit.
- 9.02 The NAC is composed of three (3) representatives designated by the Minister and three (3) representatives designated by the Centrale.
- 9.03 The NAC shall determine its operating rules and procedures.
- 9.04 Either party may, by sending written notice to the other party, request a NAC meeting. The parties shall then hold such meeting as soon as practicable.

At least one (1) week before the meeting is to be held, the parties must send one another a list of the matters that they each wish to address, including the number of disagreements, if any.

ARTICLE 10 DISAGREEMENT SETTLEMENT PROCEDURE

General provisions

- 10.01 The parties undertake to deal diligently with every Disagreement and to follow the procedure set forth in this article 10.
- 10.02 No Disagreement may relate to:
- (1) a rule, standard, measure or requirement established in the *Educational Childcare Act* or its regulations.
 - (2) the childcare service agreement to be entered into between a parent and an HCE, including the terms and conditions for payment of the basic contribution, a

description of the HCE's childcare services and the services required by the parent.

- 10.03 The time limits set out in this section are mandatory unless the parties agree in writing to extend them.

Notice of disagreement

- 10.04 The Minister, the Centrale, the Federation, the Union or an HCE may submit a Notice of Disagreement.

An HCE may only submit a Disagreement that concerns him or her personally.

- 10.05 The notice must briefly state the facts giving rise to the Disagreement, referring where possible to the relevant provisions of the Agreement and indicating the remedy sought.

- 10.06 The notice must be sent by email or Fax, using the form reproduced in Schedule 4, within ninety (90) days of becoming aware of the event giving rise to the Disagreement, but in all cases, no later than one hundred eighty (180) days from the occurrence of such event.

- 10.07 If a collective Disagreement involves all HCEs from one or more territories, their names are not necessary.

- 10.08 Sending a Notice of Disagreement as provided for in article 10.04 interrupts prescription.

- 10.09 The recipient of the notice provided for in article 10.04 shall, upon receipt, acknowledge receipt thereof by indicating the file number and the date the notice was received.

- 10.10 A Notice of Disagreement constitutes a request for arbitration.

Within twelve (12) months of sending a Notice of Disagreement, the parties must designate an arbitrator or one of the parties must request that the Ministère du Travail, de l'Emploi et de la Solidarité sociale appoint an arbitrator, failing which the Disagreement shall be prescribed.

NAC

- 10.11 Within ninety (90) days of sending the notice in accordance with the provisions of article 10.06, the Disagreement may be dealt with by the NAC, in which case the parties shall attempt to reach a settlement of the matter.

Should the parties fail to reach such a settlement, the Disagreement shall be referred to the following step.

Mediation

- 10.12 Any time prior to the arbitrator's deliberations, the parties may refer the matter to mediation.

To do so, one of the parties must send a request for intervention to the Secrétariat du travail of the Ministère du Travail, de l'Emploi et de la Solidarité sociale.

Should the parties fail to reach a settlement, the Disagreement shall continue to be governed by the provisions of this article 10.

- 10.13 A mediator-conciliator has forty-five (45) days from the date of his or her appointment to help the parties reach agreement. That period may be extended by agreement of the parties.
- 10.14 All mediation sessions are confidential.
- 10.15 Nothing said or written in a mediation session is admissible as evidence.
- 10.16 A settlement achieved through mediation must indicate the manner in which settlement is to be implemented.

Arbitration

- 10.17 Either party may refer the Disagreement to arbitration subject to the provisions of article 10.10.

Joinder of Disagreements

- 10.18 In the case of one or more Disagreements similar in nature, the parties may agree to group them together in the same arbitration proceedings.

Designation of an arbitrator

- 10.19 The parties shall choose an arbitrator or, failing agreement, the Minister of Labour, Employment and Social Solidarity shall appoint an arbitrator.

The Minister of Labour, Employment and Social Solidarity shall select the arbitrator from the list provided for in section 77 of the *Labour Code* (CQLR, c. C-27).

- 10.20 The arbitrator shall interpret the provisions of the Agreement in accordance with the *Act respecting representation*. The arbitrator may not, in his or her decision, amend, delete or add any provisions to the Agreement.
- 10.21 The parties agree that the *Regulation respecting the remuneration of arbitrators* (CQLR, c. C-27, r. 4.3) shall apply in respect of arbitrators appointed under the Agreement.
- 10.22 The arbitrator's professional fees and travel and accommodation expenses shall be shared equally by the parties. All other costs shall be borne by the party that incurred them, including the costs of a request for postponement, unless presented by consent.

Designation of assessors

- 10.23 Subject to agreement by the parties within fourteen (14) days of the arbitrator's appointment, the arbitrator may be assisted by two (2) assessors. Should the parties fail to agree within the stated time limit, the arbitrator shall hear the Disagreement unassisted.
- 10.24 If the parties agree on the arbitrator being assisted by assessors, then each party shall appoint one assessor and pay his or her fees.

Arbitration/mediation hearing location

- 10.25 Arbitration and mediation hearings shall be held in the city designated for the administrative region in which the childcare operations of the HCE involved in the Disagreement are located. The list of designated cities by administrative region is set forth in Schedule 6.

The parties may agree on a different hearing location, but they must do so before the designation of an arbitrator or mediator-conciliator.

Decision

- 10.26 The arbitrator shall render his or her decision within ninety (90) days of taking the matter under advisement or within such other time limit agreed to by the parties.

Expedited arbitration

- 10.27 Expedited arbitration is a flexible procedure aimed at facilitating and expediting the settlement of Disagreements.

The expedited arbitration procedure shall apply only by agreement of the parties.

The arbitrator shall be appointed or designated in accordance with the procedure set forth in article 10.19. Articles 10.17 to 10.26 shall apply between the parties, subject to provision to the contrary set forth in this section.

- 10.28 In an expedited arbitration, the parties are represented by persons who normally sit on the CNE as their representatives, pursuant to the provisions of article 9.02.

In an expedited arbitration, the parties are not entitled to an attorney or external representative.

- 10.29 At least fifteen (15) days before the first expedited arbitration hearing, the parties shall meet for the purpose of reaching agreement on admissions, the facts in dispute and the legal issues involved. The parties shall also disclose the documents and authorities they each intend to submit to the arbitrator.

The parties agree to keep the number of witnesses to a minimum and to not use the services of assessors.

- 10.30 The arbitrator shall render his or her decision within thirty (30) days of taking the matter under advisement.

The arbitrator's decision is without appeal and is binding on the parties.

Notwithstanding the foregoing, the arbitrator's decision does not create a precedent between the parties and may not be raised in subsequent arbitrations.

ARTICLE 11 INDEMNIFICATION PROCEDURE – MEASURE ANNULLED BY THE ADMINISTRATIVE TRIBUNAL OF QUÉBEC

- 11.01 The Centrale shall provide the Minister with a copy of any application before the Administrative Tribunal of Québec contesting a decision of the Office concerning the suspension, revocation or non-renewal of recognition, as soon as the application is filed.
- 11.02 The Centrale acknowledges the Minister's right to apply to the Administrative Tribunal of Québec for party or intervener status in any matter before the Tribunal involving the contestation by an HCE of an Office decision suspending, revoking or refusing to renew the HCE's recognition.
- 11.03 If the Administrative Tribunal of Québec annuls a suspension, revocation or non-renewal of recognition, the parties shall hold an NAC meeting in accordance with article 9.04 for the purpose of attempting to determine the indemnification to which the HCE concerned may be entitled for losses sustained as a result of such a decision.

The parties have thirty (30) days from the decision to reach agreement on the issue of indemnification.

A settlement agreement between the relevant Coordinating Office and the HCE, the Federation or the Union, regardless of whether or not the agreement has been ratified by the Administrative Tribunal of Québec, does not constitute a decision within the meaning of this article 11.

- 11.04 If the parties fail to reach agreement within the time limit stipulated in article 11.03, either party may refer a Disagreement directly to Arbitration in accordance with articles 10.17 and following of the Agreement, provided that the party has sent a prior Notice of Disagreement to the Minister in accordance with the terms and conditions set forth in articles 10.04 to 10.10.

ARTICLE 12 SUBSIDY PARAMETERS

Subsidy Components

- 12.01 The Subsidy, determined in accordance with the *Act respecting representation*, shall include the following:
- a basic allowance per day of occupancy for children 59 months of age or less who are eligible for a reduced contribution space on September 30 of each year (hereinafter referred to as "children 59 months of age or less");
 - an allowance for APSS Days;
 - additional monetary compensation for educational planning;
 - additional monetary compensation to take personal situations into account;
 - compensation for social safeguards.

A detailed breakdown of each Subsidy component is reproduced in Schedule 5.

The Subsidy may also be supplemented, where applicable, by additional allowances as set out in article 12.09.

Full service load

12.02 For the purpose of establishing the Subsidy, full service load corresponds to six (6) subsidized spaces for children 59 months of age or less, for the number of days of occupancy stipulated in article 12.03.

12.03 The maximum number of days of occupancy per subsidized space per Reference Year is as follows:

Period	Number of days of occupancy per subsidized space
From April 1, 2019 to March 31, 2020	236
From April 1, 2020 to March 31, 2021	235
From April 1, 2021 to March 31, 2022	235
From April 1, 2022 to March 31, 2023	235

12.04 Days of occupancy exclude APSS Days.

Subsidy

12.05 The Subsidy per day of occupancy for children 59 months of age or less is as follows:

Period	Subsidy	Adjustment related to the basic contribution*
On April 1, 2019	\$30.77	-\$1.25 ³
On April 1, 2020	\$30.81	-\$1.35
On April 1, 2021	\$31.23	-\$1.35
On April 1, 2022	\$31.29	-\$1.35

* The amount will be adjusted according to the basic contribution amount on the date of application.

Adjustment resulting from modification of the basic contribution

12.06 An increase in the basic contribution may not be attributed to HCE income.

The difference between \$7.00 and the basic contribution, per day of occupancy per child, shall be reimbursed by the HCE by adjustment every two-week period upon payment of the Subsidy. The total of adjusted amounts shall be indicated on the Subsidy payment slip.

³ As of January 1, 2020, the adjustment related to the basic contribution per day of occupancy for children 59 months of age or less is set at -\$1.35.

The basic contribution is the amount in effect as prescribed in the *Reduced Contribution Regulation*.

Subsidy increase for the period of April 1, 2019 to March 31, 2023

12.07 The Subsidy provided for in article 12.05 shall be increased as follows:

(a) For the period of April 1, 2019 to March 31, 2020

The Subsidy in effect on March 31, 2019 shall be increased by 4.4%⁴ effective April 1, 2019.

(b) For the periods of April 1, 2020 to March 31, 2023

The Subsidy provided for in article 12.05 shall be increased, if applicable, on the same dates,⁵ in accordance with the general parameters for salary increases granted to public and parapublic sector personnel represented by the Centrale. For the purposes of this paragraph (b), the applicable general salary increase parameters shall be equal to the average percentage increase granted to grades 1 to 11 in the agreement to be reached with the Centrale regarding public and parapublic sector personnel.

For the purposes of the first two paragraphs of this article, calculations of the Subsidy and its components shall be rounded to the nearest cent.⁶

Additional amount

12.08 For the period of April 1, 2019 to March 31, 2020, every HCE shall be entitled to an additional \$225.

An HCE who was not recognized and subsidized for the entire period of April 1, 2019 to March 31, 2020 is eligible for payment of the aforementioned amount prorated for the months in which the HCE was recognized and subsidized. For the purposes of the calculation, an HCE will be credited with a full month if he or she had been recognized and subsidized for at least fifteen (15) days in any given month in the aforementioned period.

For the sole purpose of this article, the suspension periods of HCE recognition for a reason stipulated in section 79 of the *Regulation* (HCE illness or pregnancy, the birth or adoption of a child) are deemed to be periods during which the HCE was recognized and subsidized. The same applies as regards periods during

⁴ This percentage includes an adjustment of 2% pursuant to paragraph 11 of the [translation] *Letter of Agreement respecting the establishment of a committee responsible for the examination of analogous employment in accordance with the Act respecting representation*.

⁵ In cases where the increase granted to public and parapublic sector personnel represented by the Centrale applies respecting rates as at March 31, effective April 1, the increase shall be applied to the Subsidy as of April 1 for the purposes of this Agreement. Otherwise, the Subsidy increase shall apply on the same dates as for public and parapublic sector personnel represented by the Centrale.

⁶ Where the decimal point was followed by three or more figures, the third and subsequent figures were dropped if the third figure was less than five (5). If the third figure was five (5) or higher, the second figure was increased to the next higher number and the third and subsequent figures were dropped.

which an HCE received the indemnity provided for section 5.13 of the Agreement.

Supplementary allowances

12.09 An HCE shall be entitled to the following supplementary allowances:

(a) Supplementary allowance per day of occupancy per infant 17 months of age or less.⁷

Period	Supplementary allowance
On April 1, 2019	\$11.45
On April 1, 2020	\$11.45
On April 1, 2021	\$11.45
On April 1, 2022	\$11.45

(b) Supplementary allowance per day of occupancy per special needs child 17 months of age or less.

Period	Supplementary allowance ⁸
On April 1, 2019	\$37.77
On April 1, 2020	\$37.81
On April 1, 2021	\$38.23
On April 1, 2022	\$38.29

The deduction for APSS Days provided for in article 13.14 shall be made on every supplementary allowance for integrating special needs children 59 months of age or less.

(c) Supplementary allowance per day of occupancy per school-age child

Period	Allowance per day of class ⁹	Allowance per pedagogical day ^{9, 10}
On April 1, 2019	\$2.68	\$18.03
On April 1, 2020	\$2.68	\$18.03
On April 1, 2021	\$2.68	\$18.03
On April 1, 2022	\$2.68	\$18.03

12.10 Effective April 1, 2019, the allowances provided for in articles 12.09 (a) and 12.09 (c) have been increased in accordance with the rates stipulated in article 12.07 (a), on the same dates and on the same terms and conditions. Where applicable, they will be increased on the same dates and on the same terms and conditions as those stipulated in 12.07 (b).

⁷ Means the day before the child became 18 months old.

⁸ Corresponds to the Subsidy provided for in article 12.05 plus an additional \$7.00.

⁹ The allowance is reduced by an amount equal to the difference between \$7.00 and the amount of the basic contribution, per day per child.

¹⁰ Up to twenty (20) pedagogical days per school year.

Subsidy payments

12.11 All amounts owed to an HCE shall be deposited electronically every second Thursday into the bank account designated by the HCE.

Subsidy payment slip

12.12 The following information shall accompany the Subsidy payment slip:

- (a) Name of the Office;
- (b) HCE's surname and first name;
- (c) Period concerned;
- (d) Detailed amount of the Subsidy paid per child;
- (e) Amount deducted for union dues;
- (f) Amount withheld for APSS Days per period;
- (g) Portion of the Subsidy paid for social safeguards;
- (h) Number of non-determined, and still not taken, APSS Days;
- (i) Subsidy recovery amount, if applicable;
- (j) Indemnity paid during a suspension, if applicable;
- (k) Subsidy paid for pre-determined APSS Days, if applicable;
- (l) Cumulative amounts withheld for APSS Days.

ARTICLE 13 RULES CONCERNING APSS DAYS

13.01 An HCE is entitled to twenty-six (26) APSS Days per Reference Year.

13.02 No home childcare service may be provided on APSS days.

13.03 The HCE shall indicate all APSS Days taken on the Subsidy claim form.

13.04 When taking APSS Days, an HCE who provides home childcare to a child whose parents are exempted from paying the reduced basic contribution shall receive an allowance equal to the reduced contribution.

Pre-determined APSS Days

13.05 An HCE is entitled to nine (9) pre-determined APSS Days:

1. January 1;
2. Easter Monday;
3. The Monday preceding May 25;
4. The National Holiday;
5. July 1;
6. The first Monday in September;
7. The second Monday in October;
8. December 25; and
9. December 26.

If any of the abovementioned days falls on a Saturday, the home childcare

service shall close the preceding business day.¹¹ If any of the abovementioned days falls on a Sunday, it shall close the following business day.¹¹

If an HCE's childcare services are provided on Saturday or Sunday, the childcare service shall be closed the same day.

If an HCE is required, on an exceptional basis at the written request of the Minister, to provide services on a pre-determined APSS Day, the following terms and conditions shall apply:

- (a) The Subsidy shall be paid for that day of occupancy in accordance with the childcare service agreements in effect;
- (b) The HCE must move the pre-determined APSS Day to a later date determined by the Minister.

These exceptional terms and conditions shall not at any time entitle the HCE to derogate from the maximum number of subsidized days of occupancy stipulated in article 12.03 for the Reference Year concerned.

Non-determined APSS Days

13.06 An HCE is entitled to seventeen (17) non-determined APSS Days per Reference Year, regardless of the sums accumulated in the deduction provided for in article 13.13.

13.07 A non-determined APSS Day may not be taken on a Saturday or Sunday, with the exception of an HCE whose service offer provides for services for those same days.

13.08 The day on which no home childcare is to be provided by an HCE whose weekly service offer is less than five (5) days may be regarded as one (1) non-determined APSS Day. The HCE shall then not be required to give the notice stipulated in article 13.10 for that day.

Notwithstanding the foregoing, the service offer may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.03.

13.09 A person who becomes an HCE in a Reference Year shall not, for the Reference Year in which he or she became an HCE, be required to close the home childcare service as stipulated in article 13.02 for non-determined APSS Days.

An HCE whose recognition is suspended, regardless of the reason, or whose home childcare service is temporarily closed, shall not be required to close the home childcare service as stipulated in article 13.02 for non-determined APSS Days.

Notwithstanding the first two (2) paragraphs of this article, an HCE's childcare service may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.03.

¹¹ For the purposes of this article, a business day corresponds to a childcare service day.

13.10 Prior notice required for taking non-determined APSS Days:

- (a) If an HCE will be taking three (3) or more consecutive days of non-determined APSS Days, he or she must give the parents involved prior written notice of at least thirty (30) days, indicating the dates on which such APSS Days will be taken;
- (b) In all other cases, excluding unforeseeable circumstances, the HCE must give the parents at least fifteen (15) days' written notice indicating the dates on which such days will be taken.

Deduction for APSS Days

13.11 The allowance to which HCEs are entitled for APSS Days, as provided for in article 12.01, shall be withheld, thus allowing them to create a reserve.

13.12 As of April 1, 2021, HCEs may opt to not create such a reserve. In such a case, they must each advise the Minister¹² in writing of that decision thirty (30) days before the aforementioned date, failing which the deduction will be maintained.

Thereafter, an HCE may modify that decision for the following year by giving the Minister¹² thirty (30) days' written notice thereof before the start of the new Reference Year, failing which the election made the previous year will be renewed.

A newly recognized HCE must advise the Minister¹² in writing of the aforementioned decision at the time of obtaining recognition, failing which, no deduction will be made.

13.13 The deduction for APSS Days, whether pre-determined or non-determined, shall be made, where applicable, in the current Reference Year for the following Reference Year's APSS Days. The deduction is as follows:

Period	Deduction
As of April 1, 2019	\$2.79
As of April 1, 2020	\$2.80
As of April 1, 2021	\$2.81
As of April 1, 2022	\$2.81

13.14 Using the form reproduced in Schedule 7 or its equivalent, the Minister¹³ shall provide HCEs with payment details of APSS allowances to be paid to them in the Reference Year, no later than the date of the benefit payment period that includes the first pre-determined APSS Day.

13.15 On April 1 of each Reference Year, the aggregate amount withheld in the preceding Reference Year shall be distributed to every HCE, in accordance with the provisions of articles 13.16 and 13.18.

¹² The Minister may delegate this responsibility.

¹³ The Minister may delegate this responsibility.

Compensation payment for pre-determined APSS Days

- 13.16 Compensation for each pre-determined APSS Day shall be paid, where applicable, on the occurrence of the day, from amounts withheld the previous Reference Year in accordance with article 13.13.
- 13.17 The compensation payable for each pre-determined APSS Day shall correspond, where applicable, to the Subsidy stipulated in article 12.05 for the current Reference Year, from which amount the deduction provided for in Section 13.13 for the same period shall be deducted.

Payment of the balance of sums withheld for APSS Days

- 13.18 The balance of the amounts withheld in the previous Reference Year pursuant to article 13.13 shall be paid in full once a year when the first Subsidy payment is made in June, after deducting the compensation for the pre-determined APSS Days provided for in article 13.05 for the current Reference Year.
- 13.19 When an HCE ceases to be covered by the Agreement, regardless of the reason, all amounts withheld for APSS Days shall be paid to the HCE within thirty (30) days.
- 13.20 If an HCE's recognition is suspended for more than thirty (30) days, regardless of the reason, the amount withheld for APSS Days shall be paid to the HCE within thirty (30) days of the HCE's written request for payment.
- 13.21 If an HCE changes territory, all amounts withheld for APSS Days shall be paid to the HCE within thirty (30) days of cessation of the HCE's activities in the original territory.

ARTICLE 14 PROVISIONS CONCERNING ADDITIONAL MONETARY COMPENSATION

Additional monetary compensation for educational planning

- 14.01 As of April 1, 2021, HCEs shall be entitled to monetary compensation per child per day of occupancy to take educational planning into account, which compensation shall be equal to two (2) days of occupancy per Reference Year.

HCEs shall not be required to close their childcare service for those days.

Additional monetary compensation for personal situations

- 14.02 As of April 1, 2021, HCEs are entitled to monetary compensation per child per day of occupancy to reflect personal situations, which compensation shall be equal to one (1) day of occupancy per Reference Year.

HCEs will not be required to close their childcare service for that day.

ARTICLE 15 NON-SUBSIDIZED SERVICE PROVISION ABSENCE WITH OR WITHOUT REPLACEMENT

15.01 An HCE is entitled to a non-subsidized service provision absence in the following circumstances.

Family or parental obligations

- (a) When an HCE's presence is required to attend to his or her child, spouse, spouse's child, father, mother, mother-in-law, father-in-law, brother, sister or grandparent due to illness or accident: up to twenty-four (24) months;
- (b) When an HCE's presence is required to fulfil obligations pertaining to the care, health or education of his or her child or spouse's child, or because of the state of health of a parent or a person for whom the HCE acts as a caregiver: up to ten (10) days a year;

Occurrence of tragic event

- (c) If an HCE's presence is required to attend to his or her child who has sustained serious bodily injury in the course of, or as a direct result of, the commission of a crime rendering the child unable to carry on regular activities: up to twenty-four (24) months;
- (d) If an HCE's spouse or child has died in the course of, or as a direct result of, the commission of a crime: up to twenty-four (24) months;
- (e) If an HCE's minor child has disappeared: up to twenty-four (24) months. If the child is found before expiration of the 24 months, the unsubsidized service provision absence shall terminate as of the following eleventh day;
- (f) If an HCE's spouse or child commits suicide: up to twenty-four (24) months.

15.02 To be entitled to a non-subsidized service provision absence pursuant to this article 15, the HCE must, within ten (10) days of the start of the absence, send written notice together with supporting documentation to the Minister.¹⁴ Such notice and supporting documentation is not required for an absence provided for in article 15.01 (b).

Resumption of the HCE's childcare service shall be governed by the conditions prescribed in sections 79.3 and 80 of the *Regulation*.

15.03 In the abovementioned circumstances, an HCE may be replaced in accordance with the provisions of the *Regulation*. The replacement must be accounted for in the number of days used annually for an occasional replacement as provided for in section 81.1 of the *Regulation*.

¹⁴ The Minister may delegate this responsibility.

ARTICLE 16 NOTICE

16.01 The Centrale shall send all notices required to be sent to the Minister to the following address:

Direction de la main-d'œuvre
Ministère de la Famille
a/s : Responsable de l'application de l'entente collective – RSG
600, rue Fullum, bureau 7.00
Montréal (Québec) H2K 4S7

Fax: 514 864-8092
mesentente.rsq@mfa.gouv.qc.ca

16.02 The Minister shall send all notices required to be sent to the Centrale to the following address:

La Centrale des syndicats du Québec
9405, rue Sherbrooke Est
a/s : Responsable de l'application de l'entente collective – RSE
Montréal (Québec) H1L 6P3

Fax: 514 356-9393
fipeq@lacsq.org

The Minister shall send all notices concerning union releases to the following email address: liberations.syndicales@lacsq.org

The Minister shall send all notices concerning a Disagreement to the following email address: adim.mesentente@lacsq.org

16.03 The Minister shall send all notices concerning union dues to the following email address: secteur.cotisations@lacsq.org

ARTICLE 17 INTERPRETATION

17.01 The nullity of one provision of this Agreement shall not result in the nullity of any other provision of this Agreement or of the entire Agreement.

17.02 All schedules and letters of agreement herein form an integral part of the Agreement.

17.03 In this document, the feminine gender includes the masculine unless the context requires otherwise.

ARTICLE 18 RETROACTIVITY

Within ninety (90) days of the signing of this Collective Agreement, the Minister shall pay the following:

- an amount corresponding to the retroactive adjustment of the Subsidy stipulated in article 12.05, in accordance with article 12.07 (a);
- an amount corresponding to the retroactive adjustment of the supplementary allowances stipulated in article 12.09, in accordance with article 12.07 (a); and

- the additional amount stipulated in article 12.08.

ARTICLE 19 COMING INTO EFFECT AND TERM OF THE AGREEMENT

- 19.01 This Agreement takes effect on the date it is signed and terminates March 31, 2023.
- 19.02 Notwithstanding the foregoing, the conditions stipulated in the Agreement shall continue to apply until a new collective agreement is signed.

Amendments to the Agreement

- 19.03 This Agreement may only be amended by a written agreement duly signed by each party.
- 19.04 Such modification or amendment shall become an integral part of the Agreement when it is filed with the Ministère du Travail, de l'Emploi et de la Solidarité sociale in accordance with section 46 of the *Act respecting representation*.

Distribution of the Agreement

- 19.05 The Collective Agreement shall be posted on the Ministère's website.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AT MONTRÉAL
ON _____ 2020.**

THE MINISTER OF FAMILIES

Per:

Mathieu Lacombe

CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

Per:

Sonia Éthier
President

Valérie Grenon
President, FIPEQ-CSQ

Mélanie Piché
Vice President, FIPEQ-CSQ

Lyne Robichaud
Alliance des intervenantes en milieu familial (ADIM-Laval-Lanaudière)

Marlène Carbonneau
Alliance des intervenantes en milieu familial (ADIM-Estrie)

Maria-Luisa Iturra
Alliance des intervenantes en milieu familial (ADIM-Montréal)

SCHEDULE 1

LETTER OF AGREEMENT RESPECTING PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf of the Government of Québec, herein represented by Mathieu Lacombe, Minister,

hereinafter referred to as the “Minister”

AND

THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ), MANDATARY OF THE FÉDÉRATION DES INTERVENANTES EN PETITE ENFANCE DU QUÉBEC (CSQ), a legal person duly constituted under the *Professional Unions Act* (R.S.Q., c. S-40) having its head office at 9405 Sherbrooke Street East, Montréal, Québec H1L 6P3, represented by Sonia Éthier, President of the Centrale,

hereinafter referred to as the “Centrale”

AND

THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CONFÉDÉRATION DES SYNDICATS NATIONAUX, a legal person duly constituted under the *Professional Unions Act* (R.S.Q., c. S-40) having its head office at 1601 De Lorimier Avenue, Montréal, Québec H2K 4M5, represented by Lucie Longchamps, President,

hereinafter referred to as the “Federation”

PREAMBLE

WHEREAS on _____ the Minister entered into a Collective Agreement with the Centrale;

WHEREAS on _____ the Minister entered into a Collective Agreement with the Federation;

WHEREAS further to the conclusion of the aforementioned collective agreements, the parties signed and entered into this Letter of Agreement (hereinafter referred to as the “Letter”).

THE PARTIES AGREE AS FOLLOWS:

1. The Preamble forms an integral part hereof.

Subject matter

2. The Parties hereby establish a Committee on Professional Development and Refresher Training for Home Childcare Providers (HCPs) for the purpose of improving training services provided.

Purpose

3. To promote professional development and refresher training for HCPs to help them satisfy the refresher training requirements prescribed in section 59 of the *Regulation*, namely:
 - (a) the role of an HCP;
 - (b) child development;
 - (c) safety, health and diet;
 - (d) the educational program provided for in the *Educational Childcare Act*.
4. For the purposes hereof, professional development and refresher training excludes the initial forty-five-hour (45-hour) training program covering the above subjects, as stipulated in section 57 of the *Regulation*.

Mandate of the Committee

5. Identify, assess and prioritize, by such means as the Committee considers appropriate, the specific professional development and refresher training requirements of HCPs and determine the funds required for such purpose.
6. Define the annual guidelines to be followed.
7. Identify specific projects aimed at meeting the particular professional development and refresher training requirements prioritized by the Committee.
8. Obtain the external resources necessary to develop and implement the projects identified by the Committee.
9. Determine, from the budget, the funds required for the Committee to function and fulfil its mandate, including travel expenses incurred by members in connection with their Committee duties.

Composition of the Committee

10. To serve on the Committee, a representative association or group of associations must represent at least ten (10) percent of all subsidized HCPs.
11. The Committee shall be composed of nine (9) members, of whom five (5) shall be appointed by the Minister, three (3) by the Centrale and one (1) by the Federation.

Operating and decision-making process

12. The Committee shall determine its operating rules and procedures.
13. The Committee shall adopt a code of ethics that includes confidentiality rules.
14. The Chair of the Committee shall be appointed by the Minister.
15. Notwithstanding article 5, the Minister shall determine the number of external resources required for the Committee to fulfil its mandate. The Minister shall also determine, as part of the Committee's budget, the costs related to retaining such resources.

Funding

16. The purpose of the allocated funds is to improve the training and professional development of HCPs in order to meet the specific requirements prioritized by the Committee.
17. On April 1 of every year, the Minister shall allocate two (2) million dollars to the Committee.
18. As of April 1, 2021, and thereafter on April 1 of every year, in accordance with the *Act respecting representation*, the balance of the account, up to \$85 per recognized and represented HCP, shall be paid to compensate them for participating in the training and professional development activities prescribed in section 59 of the *Regulation*.

Accountability reporting

19. On May 1 and October 30 of each year, the Minister shall report on the expenditures made further to Committee decisions.

Letter in effect for the term of the Collective Agreement

20. This Letter of Agreement shall remain in effect for the term of the aforementioned Collective Agreements.

SCHEDULE 2

LIST OF UNIONS

1. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL DE L'ABITIBI-TÉMISCAMINGUE (CSQ)
2. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – BAS-SAINT-LAURENT-GASPÉSIE-LES-ÎLES-DE-LA-MADELEINE (CSQ)
3. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – CENTRE-DU-QUÉBEC (CSQ)
4. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – CÔTE-NORD (CSQ)
5. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL - ESTRIE (CSQ)
6. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL - LAURENTIDES (CSQ)
7. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL LAVAL, LANAUDIÈRE (CSQ)
8. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – MAURICIE (CSQ)
9. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – MONTÉRÉGIE (CSQ)
10. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL DE MONTRÉAL (CSQ)
11. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – OUTAOUAIS (CSQ)
12. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL DE QUÉBEC, RIVE-NORD, RIVE-SUD (CSQ)
13. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – SAGUENAY-LAC-ST-JEAN-CHIBOUGAMAU (CSQ)
14. ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – SUROÛT (CSQ)

SCHEDULE 3 NOTICE OF RELEASE FOR UNION BUSINESS

NAME OF UNION: _____

IDENTIFICATION OF THE HCE CONCERNED

Name of HCE concerned: _____

Address: _____

Telephone: _____ **Fax (if applicable):** _____

Email: _____

Name of Coordinating Office: _____

Email of Coordinating Office: _____

Name of Union Representative: _____

Address: _____

Telephone: _____ **Fax (if any):** _____

Email: _____

TYPE OF RELEASE

Release for indefinite period

HCE to be released for an indefinite period pursuant to articles 6.01 and 6.02 of the Collective Agreement, commencing _____

Types of release for an indefinite period

(a) Release of an **HCE** pursuant to article 6.08 of the Collective Agreement

(b) Release of an **HCE who is a member of the Union executive** pursuant to article 6.09 of the Collective Agreement

Dates covered by the Notice of Release for an indefinite period and status of the childcare service (closed: c; maintained by replacement: r)

Date (dd/mm/yy)	Type	Status	<input checked="" type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>

Date (dd/mm/yy)	Type	Status	<input checked="" type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>

Date (dd/mm/yy)	Type	Status	<input checked="" type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>
			AM <input type="checkbox"/>
			PM <input type="checkbox"/>

Signature of the HCE: _____ Date: _____

Signature of the Representative: _____ Date: _____

FOR MINISTÈRE'S USE ONLY

Signature: _____

Date notice received: _____

COPIES:

1- MINISTÈRE DE LA FAMILLE
 Email: mesentente.rsg@mfa.gouv.qc.ca
 Fax: 514 864-8092

2- FIPEQ-CSQ
 Email: liberations.syndicales@lacsq.org
 Fax: 514-356-9393

SCHEDULE 5

BREAKDOWN OF SUBSIDY PER DAY OF OCCUPANCY

Period	Basic allowance for children 59 months of age or less	Allowance for APSS Days	Additional monetary compensation for 3 days	Compensation for social safeguards ¹	Subsidy
As of April 1, 2019	\$23.56	\$2.79	-	\$4.42	\$30.77
As of April 1, 2020	\$23.56	\$2.80	-	\$4.45	\$30.81
As of April 1, 2021	\$23.56	\$2.81	\$0.36	\$4.50	\$31.23
As of April 1, 2022	\$23.56	\$2.81	\$0.36	\$4.56	\$31.29

A

- ¹ - As of April 1, 2019: 18.743%
 - As of April 1, 2020: 18.893%
 - As of April 1, 2021: 19.093%
 - As of April 1, 2022: 19.343%

SCHEDULE 6

ARBITRATION / MEDIATION HEARING LOCATIONS

Administrative regions	Hearing locations
01 Bas-Saint-Laurent	Rimouski
02 Saguenay-Lac-Saint-Jean	Saguenay (Chicoutimi and Roberval)
03 Capitale-Nationale	Québec City
04 Mauricie	Trois-Rivières
05 Estrie	Sherbrooke
06 Montréal	Montréal
07 Outaouais	Gatineau
08 Abitibi-Témiscamingue	Rouyn-Noranda
09 Côte-Nord	Baie-Comeau
10 Nord-du-Québec	Chibougamau
11 Gaspésie-Îles de la Madeleine	Gaspé
12 Chaudière-Appalaches	Lévis
13 Laval	Laval
14 Lanaudière	Repentigny
15 Laurentides	Saint-Jérôme
16 Montérégie	Longueuil
17 Centre-du-Québec	Drummondville

SCHEDULE 7

Payment details of allowances for 201_ - 201_ APSS Days

Name of HCE: _____

Date: _____

Calculation of deduction for 201_ - 201_ APSS Days

For the period 201_-04-01 to 201_-03-31	Number of days of occupancy		Holdback amount per day of occupancy		Compensation for 201_ - 201_ APSS Days
Period of April 1 to March 31, 201					
RCS for child 59 months of age or less		X	\$	=	
Special needs child 59 months of age or less		X	\$	=	
Amount withheld by the CO					\$

Provision for 201_ - 201_ APSS Days	\$
-------------------------------------	----

Calculation of the allowance for 201_ - 201_ pre-determined APSS Days

	201_ - 201_ days of occupancy		Maximum number of days of occupancy ¹		Annualized and subsidized spaces		201_ - 201_ pre- determined APSS Days ²		Rate in 201_ - 201_ after deduction		Compensation for 201_ - 201_ APSS Days
RCS for child 59 months of age or less	-	÷		=	□	x		x		=	\$
Special needs child 59 months of age or less	-	÷		=		x		x		=	\$
Allowance for 201_ - 201_ pre-determined APSS Days											\$

Payment calculation for each 201_ - 201_ pre-determined APSS Day

Allowance for 201_ - 201_ pre-determined APSS Days		\$
Number of pre-determined APSS Days	÷	
Payment for each 201_ - 201_ pre-determined APSS Day	=	\$

Payment calculation for 201_ - 201_ non-determined APSS Days

Total to be paid in APSS Days for 201_ - 201_		\$
Minus compensation for pre-determined APSS Days	\$	X
	=	\$

¹ As stipulated in article 13.08

² As stipulated in article 13.10

**NON-ARBITRABLE MATTERS EXCLUDED FROM THE
COLLECTIVE AGREEMENT**

GROUP INSURANCE PLAN

The Centrale may implement a group insurance plan. The choice of insurer and the features, terms and conditions and administration of the plan are the exclusive preserve of the Centrale.

LIST OF COORDINATING OFFICES

The Coordinating Office territories for which the Federation is recognized pursuant to the *Act respecting representation* are as follows:

G01 – Alliance des intervenantes en milieu familial Bas-Saint-Laurent-Gaspésie-Îles-de-la-Madeleine (CSQ)	
CPE LES CALINOIRS	Témiscouata-sur-le-Lac
CPE DE MATANE	Matane
CPE RIVIÈRE-DU-LOUP INC.	Rivière-du-Loup
CPE LES PINSONS INC.	Sainte-Luce-Luceville
CPE LA BALEINE BRICOLEUSE	Trois-Pistoles
LES SERVICES DE GARDE LA FARANDOLE	La Pocatière
CPE LA BELLE JOURNÉE INC.	Chandler
CPE LE VOYAGE DE MON ENFANCE	Gaspé
G02 – Alliance des intervenantes en milieu familial – Mauricie (CSQ)	
CPE LE MANÈGE DES TOUT-PETITS INC.	Shawinigan
CPE LA CLÉ DES CHAMPS INC.	La Tuque
CPE FLOCONS DE RÊVE	St-Maurice
CPE LE CERF-VOLANT INC.	Trois-Rivières
LES SERVICES DE GARDE GRIBOUILLIS	Louiseville
LES PETITS COLLÉGIENS	Trois-Rivières
CPE LES SOLEILS DE MÉKICNE	Saint-Tite
G03 – Alliance des intervenantes en milieu familial – Outaouais (CSQ)	
CPE TROIS PETITS POINTS	Gatineau
CPE 1-2-3 PICABOU	Mansfield-et-Pontefract
CPE LA GATINERIE	Gatineau
CPE LA RIBAMBELLE D'AYLMER	Gatineau
CPE LES FEUX FOLLETS	Gatineau
G04 – Alliance des intervenantes en milieu familial de l'Abitibi-Témiscamingue (CSQ)	
CPE DES PETITS ÉLANS	Amos
CPE LES PETITS CHATONS	La Sarre
CPE ABINODJIC-MIGUAM	Val-d'Or
CPE VALLÉE DES LOUPIOTS	Val-d'Or
CPE CHEZ CALIMÉRO	Ville-Marie
CPE BONNAVENTURE	Rouyn-Noranda
CPE SUCRE D'ORGE	Lebel-sur-Quévillon
G05 – Alliance des intervenantes en milieu familial – Côte-Nord (CSQ)	
CPE MAGIMUSE	Baie-Comeau
CPE LE MUR-MÛR	Fermont
CPE LA GIROFLÉE	Forestville
CPE SOUS LE BON TOIT	Sept-Îles
G06 – Alliance des intervenantes en milieu familial – Centre-du-Québec (CSQ)	
CPE LES PETITS LUTINS DE DRUMMONDVILLE INC.	Drummondville
CPE LA MARELLE DES BOIS-FRANCS	Victoriaville
CPE LA GIROUETTE INC.	Plessisville
CPE CHEZ-MOI CHEZ-TOI ET BC	Bécancour
G07 – Alliance des intervenantes en milieu familial – Suroît (CSQ)	

CPE MAMIE SOLEIL	Châteauguay
CPE KALÉIDOSCOPE	Huntingdon
CPE LA MÈRE SCHTROUMPH	Saint-Constant
CPE LES PETITS MOUSSES	Pincourt
CPE SOULANGES	Les Côteaux
CPE CADET-ROUSSELLE	Salaberry-de-Valleyfield
G20 – Alliance des intervenantes en milieu familial – Saguenay–Lac-St-Jean–Chibougamau (CSQ)	
CPE LA BAMBINERIE	Alma
BC DE LA PETITE ENFANCE	Chicoutimi
BC DE LA PETITE ENFANCE	Jonquière
CPE CROQUE LA VIE	Normandin
BC CHIBOUGAMAU-CHAPAIS	Chibougamau
G27 – Alliance des intervenantes en milieu familial – Montérégie (CSQ)	
CPE L'ATTRAIT MIGNON	Longueuil
CPE LES FRIMOUSSES DE LA VALLÉE	McMasterville
CPE LES COPAINS D'ABORD	Saint-Basile-le-Grand
CPE LA GRANDE OURSE	Sainte-Julie
CPE LES JOYEUX CALINOURS	Saint-Hubert
CPE LE PETIT MONDE DE CALIMÉRO INC.	Saint-Jean-sur-Richelieu
CPE LA PETITE MARINE INC.	Sorel-Tracy
CPE MATIN SOLEIL INC.	Varenes
LES JEUNES POUSSÉS DES JARDINS-DU-QUÉBEC	Napierville
CPE MAMIE-POM	Saint-Césaire
CPE LA RUCHE MAGIQUE INC.	Boucherville
G28 – Alliance des intervenantes en milieu familial – Estrie (CSQ)	
CPE DU HAUT SAINT-FRANÇOIS	East Angus
CPE FAMILI-GARD'ESTRIE	Sherbrooke
CPE FLEURIMONT INC.	Sherbrooke
CPE LA SOURCIÈRE	Wotton
CPE LA DOUCE COUVÉE	Acton Vale
CPE MAGIMO	Saint-Denis-de-Brompton
CPE CARROSSE-CITROUILLE INC.	Sherbrooke
CPE L'ENFANTILLAGE INC.	Coaticook
CPE L'ENFANT-DO DE MEMPHRÉMAGOG	Omerville
CPE FAMILIGARDE	Granby
G30 – L'Alliance des intervenantes en milieu familial Laval, Lanaudière (CSQ)	
CPE GAMINVILLE INC.	Laval
CPE LE HÊTRE INC.	Laval
CPE LES P'TITS SOLEILS DE STE-DOROTHÉE	Laval
CPE PIROUETTE DE FABREVILLE INC.	Laval
CPE LE CHAT PERCHÉ	Repentigny
LES SERVICES DE GARDE DES MOULINS INC.	Terrebonne
CPE LES JOYEUX LUTINS	Saint-Charles-Borromée
CPE LE CHEZ-MOI DES PETITS	Laval
CPE GAMIN GAMINE	Mascouche

CPE BOUTE-EN-TRAIN	St-Esprit
CPE LES JOLIS MINOIS	Terrebonne
G31 – L'Alliance des intervenantes en milieu familial Laurentides (CSQ)	
CPE LA FOURMILIÈRE	Mont-Laurier
CPE LES MILLE-PATTES	Saint-Jérôme
CPE MAIN DANS LA MAIN	Saint-Sauveur
CPE DES DEUX-MONTAGNES	Saint-Eustache
CPE LA JOYEUSE ÉQUIPÉE	Prévost
CPE SOLEIL LEVANT	Sainte-Anne-des-Plaines
CPE LA ROSE DES VENTS	Blainville
CPE L'ANTRE-TEMPS	Sainte-Agathe-des-Monts
G40 – Alliance des intervenantes en milieu familial de Québec, Rive-Nord, Rive-Sud (CSQ)	
CPE L'ENCHANTÉ	Boischatel
CPE PIGNONS SUR RUE	Clermont
CPE À LA BONNE GARDE	Lac-Etchemin
CPE LE PETIT TRAIN INC.	Lévis
BC MRC MONTMAGNY	Montmagny
BCGMF RAYONS DE SOLEIL	Saint-Apollinaire
CPE L'ESCALE	Sainte-Claire
CPE AU PALAIS DES MERVEILLES	Saint-Georges
CPE LES COQUINS	Saint-Jean-Port-Joli
CPE PETIT TAMBOUR	Saint-Romuald
BC DES APPALACHES	Thetford Mines
PITCHOUNETTE GARDE EN MILIEU FAMILIAL INC.	L'Ancienne-Lorette
BCGMF DES HAUTES MARÉES	Québec
BUREAU COORDONNATEUR LA CITÉ	Québec
CPE L'ESSENTIEL	Québec
BC LIMOILLOU	Québec
CPE LES PETITS MULOTS	Québec
CPE DU SOLEIL À LA LUNE	Baie-Saint-Paul
CPE LE PETIT BALUCHON (1981) INC.	Québec
BC DE LA HAUTE ST-CHARLES	Québec
CPE AU JARDIN DE DOMINIQUE INC.	Beauceville
G50 – Alliance des intervenantes en milieu familial de Montréal (CSQ)	
CPE ENFANTS SOLEIL INC.	Montréal
CPE JARDIN DES FRUITS	Montréal
BC CPE LE JARDINS DES RÊVES INC.	Saint-Laurent
BCGMF DE BORDEAU-CARTIERVILLE	St-Laurent
BC CAVENDISH	Montréal
CPE DU PARC	Montréal
LES SERVICES DE GARDE DE LA POINTE INC.	Pointe-Claire
BC LA MAISON DU PANDA	Ste-Geneviève

Pursuant to section 40 of the *Educational Childcare Act*, Coordinating Offices must, in the performance of their functions, act in accordance with the directives and instructions issued by the Minister.

NATIONAL COMMITTEE ON HOME CHILDCARE ISSUES

Mandate

Allow the Fédération des intervenantes en petite enfance du Québec – CSQ (FIPEQ-CSQ) and childcare coordinating offices (Coordinating Offices) to express their point of view on major Québec-wide childcare issues and recommend potential solutions.

Composition of the Committee

- Assistant Deputy Minister responsible for the Sous-ministériat du soutien à la qualité des services de garde éducatifs à l'enfance of the Ministère de la Famille (hereinafter referred to as the “Ministère”) – Chair;
- Director, Direction des normes de qualité et d'accessibilité des services of the Ministère;
- Director, Direction de la main-d'œuvre of the Ministère;
- Two (2) representatives designated by the Coordinating Offices Advisory Committee;¹⁵
- Two (2) representatives designated by the FIPEQ-CSQ, namely, its President or a member of the Executive Committee designated by the President as his or her replacement, as well as one adviser.

Objectives

- Discuss Québec-wide home childcare issues;
- Discuss the solutions envisaged for the issues raised;
- Recommend ways to harmonize Coordinating Office operations and practices regarding HCEs;
- On a yearly basis, evaluate the process for settling disagreements concerning the *Educational Childcare Act* and its regulations;
- Discuss any other subject that is Québec-wide in scope as the Committee sees fit.

Rules pertaining to meetings

The Committee shall meet twice a year. The first meeting must take place within ninety (90) days of the signing of the Collective Agreement.

Thirty (30) days before every meeting, the FIPEQ-CSQ shall provide the Ministère with a list of subjects that it wishes to discuss, failing which the meeting shall be postponed. Ten (10) days before every meeting, the Ministère shall provide the FIPEQ-CSQ with a finalized agenda.

Operation of the Committee

The Committee shall determine its operating rules and procedures.

¹⁵ This Advisory Committee was established pursuant to section 124.1 of the *Educational Childcare Act*.

NATIONAL COMMITTEE ON APPLICATION OF THE *EDUCATIONAL CHILDCARE ACT AND ITS REGULATIONS*

Mandate

The National Committee on Application of the ECA and its regulations (hereinafter referred to as the “Committee”) shall allow the Fédération des intervenantes en petite enfance du Québec – CSQ (FIPEQ-CSQ) to discuss difficulties in applying the *Educational Childcare Act* and the regulations enacted thereunder and the directives and instructions issued pursuant thereto (hereinafter referred to as the “ECA and its regulations”) for the purpose of obtaining interpretations from the Ministère de la Famille (the Ministère).

Composition of the Committee

- Two (2) professionals from Ministère directorates who are responsible for interpreting the ECA and its regulations;
- One (1) professional from the Direction de la main-d’œuvre of the Ministère; and
- Three (3) FIPEQ-CSQ labour relations advisers.

Objectives

- Discuss divergences in interpretation that arise in applying the ECA and its regulations by home childcare Coordinating Offices;
- Allow the FIPEQ-CSQ to state its point of view regarding the interpretation of the ECA and its regulations; and
- Allow the Ministère to formulate and disseminate guidelines respecting the interpretation of the ECA and its regulations.

Rules pertaining to meetings

The Committee shall meet up to four (4) times a year. The initial meeting must take place within three (3) months of the signing of the Collective Agreement.

Twenty (20) days before a meeting, the FIPEQ-CSQ shall forward to the Ministère a list of subjects that it wishes to discuss, failing which the meeting shall be postponed.

The Committee may not deal with issues that are Québec-wide in scope (e.g., issues underlying a regulatory amendment). Such issues must be referred to the National Committee on Home Childcare Issues.

Results

The guidelines and interpretations resulting from Committee discussions are exclusively within the competence of the Ministère.

Operation of the Committee

The Committee shall determine its operating rules and procedures.

**LETTER OF AGREEMENT RESPECTING THE PROCESS FOR RESOLVING
DISPUTES CONCERNING THE *EDUCATIONAL CHILDCARE ACT* AND ITS
REGULATIONS**

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf of
the Government of Québec, herein represented by
Mathieu Lacombe, Minister,

hereinafter referred to as the “Minister”

AND

**THE CENTRALE DES SYNDICATS DU QUÉBEC
(CSQ), MANDATARY OF THE FÉDÉRATION
DES INTERVENANTES EN PETITE ENFANCE
DU QUÉBEC (CSQ)**, a legal person duly
constituted under the *Professional Unions Act*
(R.S.Q., c. S-40) having its head office at 9405
Sherbrooke Street East, Montréal, Québec H1L
6P3, represented by Sonia Éthier, President of the
Centrale

hereinafter referred to as the “Centrale”

Preamble

WHEREAS on _____ 2020, the Minister entered into a Collective Agreement
with the Centrale;

WHEREAS the parties to this Letter of Agreement (hereinafter referred to as the “Letter”)
have agreed to implement a process for resolving disputes concerning application of the
Educational Childcare Act (hereinafter referred to as the “ECA”) and its regulations;

WHEREAS the purpose of the process is to provide for the formal handling of disputes
concerning the application of the ECA and its regulations that may arise between home
childcare providers (hereinafter referred to as “HCPs”) and home childcare Coordinating
Offices (hereinafter referred to “COs”);

WHEREAS HCPs are entitled to have their self-employed status respected in the
performance of their duties under the terms of the ECA;

WHEREAS HCPs perform their duties in a family setting in a private residence;

WHEREAS the actions of COs must be respectful of the self-employed worker status of
an HCP in the performance of his or her duties, in accordance with the conditions
stipulated in the ECA;

WHEREAS COs must act in accordance with the Ministère’s directives and instructions;

WHEREAS this Letter does not operate to limit or amend the ECA and its regulations;

WHEREAS the Letter is a non-arbitrable matter excluded from the Collective Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. The Preamble forms an integral part of this Letter.

Objectives

2. Provide a formal process (hereinafter referred to as the “Dispute Resolution Process”) whereby HCPs and COs can apply to the Ministère de la Famille (hereinafter referred to as “Ministère”) or a review officer, where applicable, for the purpose of resolving disputes involving the application of the ECA and its regulations, including decisions made by COs concerning the Subsidy.¹⁶
3. Allow HCPs and COs to be heard and to express their point of view concerning a dispute.
4. Harmonize CO practices.
5. Allow the Ministère to clarify and communicate its position to the parties described in paragraph 7.
6. If necessary, allow the parties to submit their dispute to an impartial and independent external reviewer.

Right to submit a request for dispute resolution to the Ministère

7. The following parties may file a request for dispute resolution pursuant to the Letter are:
 - a) The Alliance des intervenantes en milieu familial, the Fédération des intervenantes en petite enfance du Québec or the CSQ, on behalf of an HCP;
 - b) A CO.

Eligibility criteria for dispute resolution

8. For a dispute resolution request to be considered eligible by the Secrétariat du Processus de règlement (hereinafter referred to as the “Secrétariat”), the request must satisfy the following criteria:
 - a) It must have been made in response to a notice of violation of the ECA and its regulations issued by a CO or a decision made by a CO concerning the Subsidy; and
 - b) It must be transmitted in a manner that provides proof of receipt, using the form provided for that purpose, within a period not exceeding one hundred eighty (180) days of the event.

The Dispute Resolution Process

9. A request for dispute resolution shall be sent simultaneously to the Ministère and to the other party involved in the dispute, using the form provided for that purpose. The party submitting the request must specify the reasons for the request and the

¹⁶ For the purposes of this Letter of Agreement, the term “Subsidy” includes supplementary allowances.

conclusion sought. All information and documents required for proper analysis of the situation must be enclosed with the request.

10. The other party involved in the dispute must respond in a statement sent to the Ministère and to the party that submitted the dispute, using the form provided for that purpose and enclosing all necessary supporting documents. The aforementioned statement must be provided within twenty (20) days of receiving the request for dispute resolution, failing which the other party shall be deemed to have waived its right to file a statement.
11. The party that filed the dispute then has a right to reply to the aforementioned statement, using the form provided for that purpose and appending all the necessary documents in support of its reply. The party must file its reply within ten (10) days of receiving the statement, failing which it shall be deemed to have waived its right to reply. Where applicable, the other party may also file a reply within the same time limits, and following the same procedure.
12. The Ministère shall, within thirty (30) days following expiration of the time limits stipulated in paragraph 11, analyze the dispute. For that purpose:
 - (a) It may communicate with the parties and give them an opportunity to present their respective positions and attempt to resolve the dispute and, where applicable, endorse the agreement reached between the parties;
 - (b) If the dispute cannot be resolved, the Ministère shall communicate its position in writing. Its position must be substantiated and must set out the position of both parties. The Ministère's position is binding and must be implemented by the parties after expiration of the fifteen-day (15-day) review period, unless within that period one of the parties has submitted a request for review.
13. The parties shall apply the departmental position or the agreement reached by the parties, as the case may be, failing which the Minister may exercise his or her powers under the ECA to ensure that such position or agreement is implemented.

Review of the Ministère's position

14. Within fifteen (15) days of communication of the Ministère's position to the parties, either party may submit a written request to the Secrétariat, using the form provided for that purpose, to have the Ministère's position reviewed by the independent reviewer designated by the Minister. A copy of the request for review shall be forwarded to the other party. Receipt of the request suspends implementation of the Ministère's position.

Reviewer's mandate

15. The reviewer shall have forty (40) days from the date the request for review was received by the Secrétariat to undertake a file review of the dispute and submit his or her recommendations in writing to the Ministère and to the parties. The reviewer may contact the parties by telephone to obtain their comments.
16. The reviewer shall make recommendations to the parties regarding resolution of the dispute concerning the application of the ECA and its regulations following consideration of the request for review of the Ministère's position. The reviewer may also, if he or she considers it necessary, forward suggestions to the Minister.

17. The reviewer shall carry out his or her mandate impartially, transparently, fairly and in accordance with the Act. The reviewer shall take into account the particular facts of every dispute. The reviewer may not be in the employ of the Ministère, a CO or the CSQ.
18. The parties shall apply the reviewer's recommendations, failing which the Minister may exercise his powers under the ECA to ensure that the recommendations are implemented.

Time limits

19. In calculating the time limits stipulated herein, only business days are counted; weekends and pre-determined subsidized service provision absences are not taken into account in the calculation.
20. The parties may ask the Ministère to reduce the time limits if the CO or the HCP represented by the ADIM, the FIPEQ or the CSQ is likely to suffer significant prejudice in the short term. In such a case, the Ministère may fix shorter time limits than those stipulated in paragraphs 10 and 12 in order to issue its position. The Ministère may also propose an interim measure to the parties. The Ministère may require that the parties provide it with all information and documents useful for analyzing the request for dispute resolution within such time limits as it may determine.

**LETTER OF AGREEMENT RESPECTING THE ESTABLISHMENT OF A
COMMITTEE RESPONSIBLE FOR EXAMINING ANALOGOUS
EMPLOYMENT PURSUANT TO THE ACT RESPECTING REPRESENTATION**

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf of the Government of Québec, herein represented by the Minister, Mathieu Lacombe,

hereinafter referred to as the “Minister”

AND

THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ), MANDATARY OF THE FÉDÉRATION DES INTERVENANTES EN PETITE ENFANCE DU QUÉBEC (CSQ), a legal person duly constituted pursuant to the *Professional Unions Act* (R.S.Q., c. S-40) having its head office at 9405 Sherbrooke Street East, Montréal, Québec H1L 6P3, represented by Sonia Éthier, President of the Centrale,

hereinafter referred to as the “Centrale”

PREAMBLE

Whereas the parties wish to reach a negotiated agreement respecting conditions of employment for the period of April 1, 2019 to March 31, 2023;

Whereas the parties began negotiations in March 2019;

Whereas negotiations have stalled on the issue of readjusting an HCE’s Subsidy pursuant to section 32 of the *Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements* (hereinafter referred to as the “*Act respecting representation*”);

Whereas homecare providers (hereinafter referred to as “HCEs”), are self-employed-workers pursuant to the *Educational Childcare Act*;

Whereas the *Act respecting representation* provides that when negotiating the amount of a Subsidy, the parties shall determine what constitutes, for a full service load, funding that ensures that an HCE’s net income from operating a home childcare service, is equitable compared to the annual salary of persons engaging in analogous activities, taking into account, among other things, the number of days worked;

Whereas a full service load corresponds to six (6) subsidized spaces for children of 59 months of age or less, for the maximum number of days of occupancy per annum stipulated in article 12.03 of the Collective Agreement;

Whereas the related sector of activity is early childhood education and childcare;

Whereas the employment currently used as a benchmark is “untrained level 1 educator in a childcare centre”;

Whereas this Letter of Agreement is a non-arbitrable matter excluded from the Collective Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. To establish, no later than thirty (30) days following the signing of the Collective Agreement, a parity committee (hereinafter referred to as the “Committee”) with the following mandate:
 - 1.1. to establish analogous employment, i.e., that of a person engaging in activities analogous to those engaged in by HCEs, specifically taking into consideration the following elements:
 - 1.1.1. the training required by the *Educational Childcare Act* to work as an HCE;
 - 1.1.2. the tasks and responsibilities that constitute the core of HCE employment.
 - 1.2. Determine what constitutes, for a full service load, the funding comparable to the remuneration of persons engaging in analogous activities, taking into consideration all the parameters of section 32 of the *Act respecting representation*, specifically the following:
 - 1.2.1. the reasonable operating expenses incurred in providing a full service childcare operation;
 - 1.2.2. the basic contribution received by the HCE;
 - 1.2.3. benefits enjoyed by the HCE under any other Act.

COMPOSITION AND OPERATION OF THE COMMITTEE

2. The Committee shall be composed of six (6) members. Of those members, three (3) shall be appointed by the Government of Québec and three (3) by the FIPEQ-CSQ.
3. The parties may replace their respective members or, as required and at their expense, add resource persons that they consider appropriate to ensure that the work progresses.
4. The parties agree on the importance of the following:
 - 4.1. ensuring the free and full expression of ideas within the Committee;
 - 4.2. preserving the confidentiality of discussions and documents shared for the exclusive use of the Committee;
 - 4.3. promoting a problem-solving approach, sharing information, identifying goals and fostering consensus.
5. The parties shall jointly designate an independent external facilitator with recognized expertise that is relevant to the nature of the Committee’s work, whose mandate shall be to:

- 5.1. coordinate the work of the Committee;
- 5.2. promote discussion within the Committee;
- 5.3. encourage consensus-building within the Committee;
- 5.4. present a report to the negotiating parties, as appropriate, on the following topics:
 - 5.4.1. areas where Committee members differ;
 - 5.4.2. the position of Committee members on each point of divergence;
 - 5.4.3. non-binding recommendations respecting each point of divergence.
6. As required, the parties may request that the mediator assigned to this matter assist them in selecting a facilitator.
7. The Committee shall determine its operating rules and procedures. Generally, the Committee members shall exchange documentation that they consider relevant and shall collaborate in the Committee's work.

REPORTS AND APPLICATION OF RECOMMENDATIONS

8. The Committee shall submit a report, joint or otherwise, to the negotiating parties on the results of their work, by no later than September 30, 2021.
9. Should the Committee members be unable to produce a joint report, the facilitator shall submit the report provided for in paragraph 5.4 of this Letter of Agreement to the negotiating parties by no later than November 30, 2021. The facilitator's report shall be presented to the National Committee on Childcare Issues.
10. After agreeing on funding comparable to the remuneration of persons engaging in analogous activities, the parties shall negotiate the terms and conditions for adjusting the funding, where applicable, as well as the adjustment application periods, taking into consideration the economic situation and the state of Québec's public finances. As required, the adjustment methods shall be implemented on April 1, 2022.
11. The parties agree that the 2.00% adjustment granted on April 1, 2019 shall be subtracted, if applicable, from the adjustment that may result from this Letter of Agreement.