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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
EDUCATIONAL CHILDCARE PROVIDERS**

FOR THE PERIOD OF APRIL 1, 2023, TO MARCH 31, 2028

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COLLECTIVE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

- 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 this Agreement, the following words, terms and expressions have the meanings ascribed to them below.

Calendar Year

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

Reference Year

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

APSS Day

- 2.03 Subsidized service provision absence.

Assistant

- 2.04 A person of full age who assists an HECF, in accordance with the Regulation.

Coordinating Office or Office

- 2.05 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".

Centrale

- 2.06 The Centrale des syndicats du Québec (CSQ).

Reduced Contribution

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

Agreement

2.08 This Collective Agreement

Federation

2.09 The Fédération des intervenantes en petite enfance du Québec (CSQ).

Day

2.10 Calendar day.

Act respecting representation

2.11 The *Act respecting the representation of certain home educational childcare providers and the negotiation process for their group agreements* (CQLR, c. R-24.0.1).

Educational Childcare Act

2.12 *Educational Childcare Act* (CQLR, c. S-4.1.1).

Disagreement

2.13 A disagreement concerning the interpretation or application of this Agreement.

Ministère

2.14 The Ministère de la Famille.

Minister

2.15 The Minister of Families.

Regulation

2.16 *Educational Childcare Regulation* (CQLR, c. S-4.1.1, r. 2).

Replacement

2.17 A person of full age who replaces an HECP or an HECP Assistant, pursuant to the Regulation.

Union Representative

2.18 The person designated by the Union to represent the Union, an HECP or a group of HECPs in their dealings with the Minister.

HECP (Home Educational Childcare Provider)

2.19 An HECP is represented by a Union affiliated with the Federation and the Centrale. He or she is a recognized home educational childcare provider pursuant to the *Educational Childcare Act*. An HECP is a natural person and

own-account self-employed worker who contracts with parents to provide educational childcare services in a private residence, or, as applicable, in accordance with a pilot project established pursuant to the *Educational Childcare Act*, in return for payment.

Subsidy

- 2.20 Subsidy has the meaning ascribed to that term in article 12 of the Agreement.

Union

- 2.21 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 HECF 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 Union and HECFs; and
 - 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 HECFs 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 HECFs in accordance with the *Act respecting representation*.

ARTICLE 4 SCOPE OF APPLICATION AND UNION RECOGNITION

Scope of application

- 4.01 This Agreement applies to HECFs whose educational childcare services are subsidized and who are represented by a Union affiliated with the Federation and the Centrale.
- 4.02 Replacements and Assistants are not covered by the Agreement.
- 4.03 The Office is not a party to this 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 HECPs.
- 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 HECPs 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 HECP 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 HECP 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 HECP into its ranks, the HECP must remain a member thereof for the term of the Agreement.
- 5.03 After the effective date of the Agreement, every HECP 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 HECP. If the Union accepts an HECP into its ranks, the HECP 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 HECP, 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.

¹ The Minister may delegate that responsibility.

5.05 The Minister² shall, no later than the 20th day of every month, remit to the Union or its designated mandatory, the total amount of dues collected in the previous month along with the following information for each subsidized HECP:

- Surname and first name;
- Home address and telephone number;
- Cell phone number, if available;
- Email address, if available;
- Date of recognition;
- 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;
- HECPs who obtained recognition or transferred their home educational childcare operations to the Coordinating Office territory within the preceding forty-five (45) days must be identified separately.

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

If the Union determines that there is any missing or erroneous information, it must notify the relevant Coordinating Office within fifteen (15) days of receiving the file. The Coordinating Office will then have five (5) days to respond to this notice and, where applicable, submit an amended file. The aforementioned notification and response are prerequisites to submitting a Notice of Disagreement under article 10.

5.06 The Minister³ shall issue receipts to every HECP indicating total contributions paid by the Minister on behalf of the HECP to the Union in the corresponding Calendar Year.

Documentation to be forwarded

5.07 The Minister⁴ 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 HECP recognition sent to the Minister in accordance with the directive.

5.08 The Minister⁵ shall, if practicable, promptly forward a copy of any policy,

² The Minister may delegate that responsibility.

³ The Minister may delegate that responsibility.

⁴ The Minister may delegate that responsibility.

⁵ The Minister may delegate that responsibility.

instruction, directive, list of frequently asked questions and answers (FAQs) or guide concerning home educational childcare to the Centrale for consultation prior to implementation.

Access to HECP files

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

The HECP shall also promptly be given a copy of any new document added to his or her file between the date the notice is received and the deadline for submitting his or her comments.

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

- 5.11 The Union Representative may, with the HECP'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 or if immediately suspended pursuant to section 77.1 of the *Educational Childcare Regulation*

- 5.13 An HECP whose recognition is suspended as a result of intervention by the Director of Youth Protection (DYP) or immediately suspended pursuant to section 77.1 of the Regulation shall receive an indemnity for a maximum of (4) weeks from the date of suspension.

If recognition has been suspended for more than four (4) consecutive weeks, the HECP shall receive, once the suspension is lifted or once the HECP, his or her spouse or any person of full age living in the residence is acquitted of criminal charges related to allegations made in the report, an indemnity for the extra weeks of suspension for a maximum of five (5) consecutive weeks in addition to the indemnity paid under the first paragraph. An HECP whose recognition is revoked, regardless of whether or not it was at the HECP's request, is not entitled to the additional five-week (5-week) indemnity.

This indemnity shall be calculated in accordance with the service agreements in effect on the day prior to the suspension.

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

Should an HECP take a non-determined APSS Day in the weeks contemplated in this article, the HECP shall receive the indemnity for that day. The HECP may defer that day to a later date in the Reference Year. However, the HECP's service may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.02.

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

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

If an HECP, his or her spouse or any person of full age living in the residence has been found guilty of a crime following a suspension prompted by a report accepted for investigation by the DYP and the HECP no longer meets the conditions for recognition prescribed in the *Educational Childcare Act*, the HECP must reimburse the indemnification received under article 5.13.

Reimbursement of the indemnity shall not be required where the HECP is the person against whom the crime has been committed.

Prohibition against reprisals

- 5.15 No person may threaten, coerce or take reprisals against an HECP for exercising a right conferred by this 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 HECP, or the Union on behalf of the HECP, may, within the timeframes stipulated in this Agreement, assert all rights arising under the Agreement, irrespective of whether or not the HECP's recognition has been suspended, not renewed or revoked.
- 5.18 In accordance with the *Act respecting representation*, an HECP is entitled to be assisted by a Union Representative or a Centrale representative.

Therefore, an HECP 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 educational childcare

- 6.01 The Centrale may obtain releases for HECs for an indefinite period resulting in total interruption of childcare, without any Subsidy, on the basis of the total number of HECs 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 HECs involved in a total interruption of childcare	Number of HECs 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) HECs elected to a Centrale position, a maximum of three (3) HECs elected to a Federation Executive Committee position and a maximum of three (3) HECs 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 the Regulation, suspend the HEC'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 HEC's educational childcare operations is governed by the conditions prescribed in the Regulation.

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

Release for a specified period

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

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 timeframe.

- 6.08 Release for a specified period provided for in article 6.07 allows an HECP 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 HECP be absent for more than three (3) consecutive days.

On an exceptional basis, the HECP 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 HECP be absent for more than three (3) consecutive days.

Exceptionally, an HECP 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 or herself of such a release is not entitled to a release provided for in article 6.08.

An HECP 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 HECP avails himself or 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 HECP be absent for more than four (4) consecutive release days.

- 6.12 An HECp 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 HECps entitled to release periods in accordance with this article 6. The register shall contain the names of the HECps 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 HECps released pursuant to this article 6 retain all the rights and benefits that they would have been entitled to had their childcare services not been interrupted.
- 6.16 The Federation or the Union, as the case may be, shall bear the costs of HECp 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 HECp is an own-account self-employed worker.
- 7.02 The Minister's actions shall be duly respectful of the self-employed status of HECps.
- 7.03 HECps 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 HECps. A copy of that letter is reproduced in Schedule 1 of this Agreement.
- 8.02 Professional development and refresher training activities exclude first aid training and 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.
Either party may call upon a resource person as required and if considered necessary.
- 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 each other 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 service agreement to be entered into between a parent and an HECP, including the terms and conditions for payment of the Reduced Contribution, a description of the HECP's services and the services required by the parent.
- 10.03 The time limits set out in this article 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 HECP may submit a Notice of Disagreement.

An HECP 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 to the relevant articles of this Agreement and indicating the remedy sought.
- 10.06 The notice must be sent by email, 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 HECPs 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 appoint an arbitrator, failing which the Disagreement shall be prescribed.

NAC

- 10.11 At the request of either party to this Agreement, the Disagreement shall be dealt with by the NAC, in which case the parties shall attempt to reach a settlement.

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, the parties must submit a joint request for pre-arbitration mediation to the division responsible for labour relations services at the Ministère du Travail.

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 Any Disagreement referred to arbitration shall be heard by an arbitrator selected jointly by the parties from among the persons listed in Schedule 8.

If the parties cannot agree on an arbitrator, they may nominate an arbitrator who is not listed in Schedule 8 or they may ask the Minister of Labour to appoint one.

In such a case, the arbitrator appointed by the Minister of Labour shall be selected 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 render a decision adding any provisions to the Agreement or amending or deleting any of its provisions.

- 10.21 The parties agree that the *Regulation respecting the remuneration of arbitrators* (CQLR, c. C-27, r. 6) shall apply in respect of arbitrators appointed by the Labour Minister 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 educational childcare operations of the HECF 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 NAC 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 QUEBEC

- 11.01 The Centrale shall provide the Minister with a copy of any application before the Administrative Tribunal of Quebec 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 Quebec for party or intervener status in any matter before the Tribunal involving the contestation by an HECF of an Office decision suspending, revoking or refusing to renew the HECF's recognition.
- 11.03 If the Administrative Tribunal of Quebec 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 HECF concerned may be entitled for losses sustained as a result of such a decision.

The parties have forty-five (45) days from the decision to reach agreement on the issue of indemnification. This time limit does not run during the summer period (from June 24 to September 1).

A settlement agreement between the relevant Coordinating Office and the HECF, the Federation or the Union, regardless of whether or not the agreement has been ratified by the Administrative Tribunal of Quebec, 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.

For a Notice of Disagreement as prescribed in this article, awareness of the event giving rise to the Disagreement, as stipulated in article 10.06, shall be deemed to be the day following the forty-five (45) day period indicated in article 11.03.

ARTICLE 12 SUBSIDY PARAMETERS

For the purposes of determining the amount of the Subsidy, in accordance with the *Act respecting representation*, the analogous activities engaged in by HECFs are those that are carried out by an untrained level 3 educator in a childcare centre.

After taking into account reasonable operating expenses for providing a full range of services, including the care of infants (children 17 months of age or less), the parties agree that the funding provided to HECFs, i.e., the Subsidy stipulated in section 12.04 plus the additional \$7.00, is comparable to the annual income of an untrained level 3 educator.

The parties acknowledge that they have taken into account the provisions of the *Act respecting representation* in establishing the Subsidy indicated in article 12.04.

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 who are eligible for a reduced contribution space;
- an allowance for APSS Days;
- additional monetary compensation for educational planning;
- additional monetary compensation to take personal situations into account;
- a bonus recognizing the specific nature of home educational childcare services;
- compensation for social protections.

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.

Days of occupancy

12.02 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, 2023, to March 31, 2024	234
From April 1, 2024, to March 31, 2025	235
From April 1, 2025, to March 31, 2026	234
From April 1, 2026, to March 31, 2027	232
From April 1, 2027, to March 31, 2028	236

12.03 Days of occupancy exclude APSS Days.

Subsidy

12.04 The Subsidy per day of occupancy for children who are eligible for a reduced contribution space is as follows:

Period	Subsidy	Adjustment related to the Reduced Contribution
On April 1, 2023	\$41.30	-\$1.85
On April 1, 2024	\$42.43	-\$2.10
On April 1, 2025	\$43.88	-\$2.35
On April 1, 2026	\$45.13	To be determined*
On April 1, 2027	\$46.88	To be determined*

*The amount will be adjusted according to the Reduced Contribution amount where applicable.

Adjustment resulting from modification of the Reduced Contribution

12.05 An increase in the Reduced Contribution may not be attributed to HECP income.

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

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

Parameters applied to the basic allowance for periods between April 1, 2023, and March 31, 2028

12.06 The basic allowance per day of occupancy for children eligible for a reduced contribution space provided for in article 12.01 shall be increased as follows:

a) For the period of April 1, 2023, to March 31, 2024

The basic allowance in effect on March 31, 2023, shall be increased by 6.00% effective April 1, 2023.

b) For the period of April 1, 2024, to March 31, 2025

The basic allowance in effect on March 31, 2024, shall be increased by 2.80% effective April 1, 2024.

c) For the period of April 1, 2025, to March 31, 2026

The basic allowance in effect on March 31, 2025, shall be increased by 2.60% effective April 1, 2025.

d) For the period of April 1, 2026, to March 31, 2027

The basic allowance in effect on March 31, 2026, shall be increased by 2.50% effective April 1, 2026.

e) For the period of April 1, 2027, to March 31, 2028

The basic allowance in effect on March 31, 2027, shall be increased by 3.50% effective April 1, 2027.

The other components of the Subsidy provided for in article 12.01 shall be calculated in accordance with the increased basic allowance as indicated in this article. Other components shall be calculated after rounding the basic allowance to the nearest cent.⁶ Calculations of other Subsidy components shall also be rounded to the nearest cent.

The amounts are shown in Schedule 5.

⁶ When rounding to the nearest cent, if the decimal point is followed by three (3) or more figures, the third (3rd) and subsequent figures shall be dropped if the third (3rd) figure is less than five (5). If the third (3rd) figure is five (5) or higher, the second (2nd) figure shall be increased to the next higher number and the third (3rd) and subsequent figures shall be dropped.

Adjustment provision

12.07 An adjustment in the basic allowance and the supplementary allowance for children 17 months of age or less (article 12.09(a)) may be applicable, in which case, it the article shall apply as follows:

- a) Effective March 31, 2026, the amount of the basic allowance and the supplementary allowance for children 17 months of age or less (article 12.09(a)) applicable as of March 30, 2026, shall be increased by a percentage representing the difference in percentage points between the annual average Consumer Price Index for Quebec in 2025–2026 and the annual average Consumer Price Index for Quebec in 2024–2025, less 2.60 percentage points. The increase may not exceed 1.00%.
- b) Effective March 31, 2027, the amount of the basic allowance and the supplementary allowance for children 17 months of age or less (article 12.09(a)) applicable as of March 30, 2027, shall be increased by a percentage representing the difference in percentage points between the annual average Consumer Price Index for Quebec in 2026–2027 and the annual average Consumer Price Index for Quebec in 2025–2026, less 2.50 percentage points. The increase may not exceed 1.00%.
- c) Effective March 31, 2028, the amount of the basic allowance and the supplementary allowance for children 17 months of age or less (article 12.09(a)) applicable as of March 30, 2027, shall be increased by a percentage representing the difference in percentage points between the annual average Consumer Price Index for Quebec in 2027–2028 and the annual average Consumer Price Index for Quebec in 2026–2027, less 3.50 percentage points. The increase may not exceed 1.00%.

Any other Subsidy components provided for in article 12.01 shall be calculated on the basis of the basic allowance as increased in accordance with this article 12.07. These other components shall be calculated after rounding the basic allowance to the nearest cent.⁷

Should the result of any of the abovementioned increase calculations be less than 0.05%, the basic allowance and the supplementary allowance for children 17 months of age or less (article 12.09(a)) shall remain unchanged.

Adjustments made to the basic allowance and the supplementary allowance for children 17 months of age or less (article 12.09(a)), as prescribed in the previous paragraphs, shall be applied and paid retroactively by November 30 following publication of the relevant Statistics Canada data.

⁷ When rounding to the nearest cent, if the decimal point is followed by three (3) or more figures, the third (3rd) and subsequent figures shall be dropped if the third (3rd) figure is less than five (5). If the third (3rd) figure is five (5) or higher, the second (2nd) figure shall be increased to the next higher number and the third (3rd) and subsequent figures shall be dropped.

For the purposes of calculating the amounts stipulated in this article:

- a) The Consumer Price Index for Quebec refers to the average per fiscal year (April to March) for all products, as published by Statistics Canada in Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted;
- b) The variation in the Consumer Price Index is expressed as a percentage rounded to two (2) decimal points.

Under no circumstances may an adjustment made to the basic allowance or the supplementary allowance for children 17 months of age or less (article 12.09(a)) be negative.

Increases applied to the supplementary allowance for children 17 months of age or less (article 12.09(a))

- 12.08 The supplementary allowance for children 17 months of age or less (article 12.09(a)) shall be increased on the same date and at the same percentage as determined in paragraphs (a), (b), (c), (d) and (e) of section 12.06.

Effective April 1, 2025, the supplementary allowance for children 17 months of age or less (article 12.09(a)) shall be \$15.00. This amount includes the increase provided for in section 12.0(c).

The amount of this allowance is indicated in section 12.09(a).

Supplementary allowance

- 12.09 An HECP shall be entitled to the following supplementary allowances

- a) Supplementary allowance per day of occupancy per child 17 months of age or less⁸

Period	Supplementary allowance per day of occupancy per child 17 months of age or less⁹
On April 1, 2023	\$13.11
On April 1, 2024	\$13.48
On April 1, 2025	\$15.00
On April 1, 2026	\$15.38
On April 1, 2027	\$15.92

⁸ Means the day before the child became 18 months old.

⁹ These amounts include the general parameters for increases as stipulated in article 12.06 and the increases applied to the supplementary allowance per day of occupancy per child 17 months of age or less (12.09(a)) provided for in article 12.08.

b) Supplementary allowance per day of occupancy per child eligible for the Allowance for Integration into Childcare (AIC).

Period	Supplementary allowance per day of occupancy per child eligible for the AIC¹⁰
On April 1, 2023	\$48.30
On April 1, 2024	\$49.43
On April 1, 2025	\$50.88
On April 1, 2026	\$52.13
On April 1, 2027	\$53.88

The amount withheld for APSS Days set forth in article 13.13 shall be applied to each supplementary allowance for a child eligible for the AIC.

c) Effective April 1, 2025, the supplementary allowance per day of occupancy for establishments with more than six (6) children¹¹ is as follows:

Child	Supplementary allowance per day of occupancy for establishments with more than six (6) children¹²
7th child	\$3.00
8th child	\$3.00
9th child	\$3.00

Subsidy payments

12.10 All amounts owed to an HECP shall be deposited electronically every second (2nd) Thursday into the bank account designated by the HECP.

Subsidy payment slip

12.11 The following information shall accompany the Subsidy payment slip:

- a) Name of the Office;
- b) HECP'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 protections;
- 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;

¹⁰ Corresponds to the Subsidy provided for in article 12.04 plus an additional \$7.00. Should the adjustment provision in article 12.07 be applied, the supplementary allowance for a child eligible for the Allowance for Integration into Childcare (12.09(b)) shall be adjusted in the same manner, excluding the additional \$7.00. This may not result in the adjustment provision stipulated in article 12.07 being applied twice.

¹¹ The number of children shall be calculated in accordance with section 53.1 of the *Educational Childcare Act*, chapter S-4.1.1.

¹² The general parameters for subsidy increases as set forth in article 12.06 and, if relevant, the adjustment provided for in article 12.07, do not apply to the supplementary allowance for establishments with more than six (6) children (article 12.09(c)).

- k) Subsidy paid for pre-determined APSS Days, if applicable;
- l) Cumulative amounts withheld for APSS Days;
- m) Portion of the Subsidy paid for additional monetary compensation;
- n) Portion of the Subsidy paid as a recognition bonus.

ARTICLE 13 RULES CONCERNING APSS DAYS

13.01 An HECP is entitled to twenty-six (26) APSS Days per Reference Year.¹³

As of April 1, 2025, HECPs shall be entitled to twenty-seven (27) APSS Days per Reference Year.

As of April 1, 2027, HECPs shall be entitled to twenty-eight (28) APSS Days per Reference Year.

13.02 No services may be provided on APSS Days.

13.03 Every HECP shall indicate on his or her attendance sheet all APSS Days taken, using the appropriate code.

13.04 When taking APSS Days, an HECP who provides home childcare to a child whose parents are exempted from paying the Reduced Contribution, shall receive an allowance equal to the Reduced Contribution.

Pre-determined APSS Days

13.05 An HECP 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.

Effective April 1, 2025, the RSE shall be entitled to a tenth (10th) pre-determined APSS Day on Good Friday.

Effective April 1, 2027, the RSE shall be entitled to an eleventh (11th) pre-determined APSS Day on January 2.

If any of the abovementioned days falls on a Saturday, the home educational childcare service shall close the preceding business day.¹⁴ If any of the abovementioned days falls on a Sunday, it shall close the following business

¹³ Note that the number of APSS Days may vary if a pre-determined APSS Day occurs twice in the same Reference Year or does not occur in the Reference Year.

¹⁴ A business day excludes weekends and pre-determined APSS Days stipulated in this article.

day. If the resulting date occurs on a date when the HECP does not normally provide services, the pre-determined APSS Day is deemed to have been observed.

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

If an HECP 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 HECP 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 HECP to derogate from the maximum number of subsidized days of occupancy stipulated in article 12.02 for the Reference Year concerned.

Non-determined APSS Days

13.06 An HECP 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 HECP 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 HECP whose weekly service offer is less than five (5) days may be regarded as one (1) non-determined APSS Day. The HECP 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 12.02.

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

An HECP 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 HECP's childcare service may not exceed the maximum number of subsidized days of occupancy stipulated in article 12.02.

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

- a) If an HECF 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 HECF 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 HECFs are entitled for APSS Days, as provided for in article 12.01, shall be withheld thus allowing them to create a reserve.

13.12 On April 1 of every year, HECFs may opt to not create such a reserve. In such a case, they must each advise the Minister¹⁵ in writing of that decision thirty (30) days before the start of the new Reference Year, failing which the election made the previous year will be renewed.

A newly recognized HECF must advise the Minister¹⁶ 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, 2023	\$3.33
As of April 1, 2024	\$3.57
As of April 1, 2025	\$3.66
As of April 1, 2026	\$3.76
As of April 1, 2027	\$4.05

13.14 Using the form reproduced in Schedule 7 or its equivalent, the Minister¹⁷ shall provide HECFs 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 HECF, in accordance with the provisions of articles 13.16 and 13.18.

¹⁵ The Minister may delegate this responsibility.

¹⁶ The Minister may delegate this responsibility.

¹⁷ 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 proportion of the amounts withheld during the previous Reference Year pursuant to article 13.13 for each of the APSS Days, as indicated in the following table:

Period	Compensation for pre-determined APSS Days as a proportion of the amounts withheld during the previous Reference Year
From April 1, 2023, to March 31, 2024	1/26th of the amounts withheld
From April 1, 2024, to March 31, 2025	1/26th of the amounts withheld
From April 1, 2025, to March 31, 2026	1/27th of the amounts withheld
From April 1, 2026, to March 31, 2027	1/29th of the amounts withheld
From April 1, 2027, to March 31, 2028	1/26th of the amounts withheld

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 HECP ceases to be covered by the Agreement, regardless of the reason, all amounts withheld for APSS Days shall be made to the HECP as soon as possible within thirty (30) days.
- 13.20 If an HECP'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 HECP within thirty (30) days following the HECP's written request for payment.
- 13.21 If an HECP changes territory, all amounts withheld for APSS Days shall be paid to the HECP within thirty (30) days following cessation of the HECP's activities in the original territory.

ARTICLE 14 PROVISIONS CONCERNING ADDITIONAL MONETARY COMPENSATION AND RECOGNITION BONUS

The additional monetary compensation and recognition bonus provided for in this article are among the Subsidy components stipulated in article 12.01.

Additional monetary compensation for educational planning

- 14.01 HECPs are 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. As of April 1, 2026, the compensation shall be equal to three (3) days of occupancy per Reference Year.

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

If an HECP decides to close their educational childcare service during the abovementioned days, he or she must give the parents concerned prior written notice of at least fifteen (15) days, indicating the dates on which such APSS Days will be taken.

Additional monetary compensation for personal situations

- 14.02 HECPs are entitled to monetary compensation per child per day of occupancy to reflect personal situations such as the death of a close relative. The compensation shall be equal to one (1) day of occupancy per Reference Year. As of April 1, 2025, the compensation shall be equal to two (2) days of occupancy per Reference Year.

HECPs shall not be required to close their educational childcare service for such days.

If an HECP decides to close their educational childcare service for such days, the HECP must give the parents concerned prior written notice of at least fifteen (15) days, indicating the dates on which such APSS Days will be taken.

Recognition bonus

- 14.03 HECPs are entitled to an ongoing incentive in recognition of the specific nature of the home educational childcare services provided, including the volume of work and the diversity of the tasks involved. The incentive shall be equal to sixteen percent (16%) of the basic allowance.

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

- 15.01 An HECP is entitled to a non-subsidized service leave of absence as set forth in the following provisions:

Family or parental obligations

- a) When an HECP'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' leave of absence;
- b) When an HECP'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 HECP acts as a caregiver: up to ten (10) days a year of leave of absence, and no advance notice is required.

Occurrence of tragic event

- c) If an HECP'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' leave of absence;
 - d) If an HECP'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' leave of absence;
 - e) If an HECP's minor child has disappeared: up to twenty-four (24) months' leave of absence. 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 HECP's spouse or child commits suicide: up to twenty-four (24) months' leave of absence.
- 15.02 Except as provided in article 15.01(b), an HECP who has requested an absence under this article shall be regarded as having applied for suspension of the establishment's recognition pursuant to section 79 of the Regulation. No supporting documentation shall be required.
- Resumption of the HECP's childcare service shall be governed by the conditions prescribed in the Regulation.
- 15.03 In the abovementioned circumstances, an HECP 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.

ARTICLE 16 NOTICE

- 16.01 The Centrale shall send all notices required to be sent to the Minister to the following address:
- Direction des conditions et des relations de travail
Ministère de la Famille
a/s : Responsable de l'application de l'entente collective – RSE
600, rue Fullum, bureau 7.00
Montréal (Québec) H2K 4S7
mesentente.rsge@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
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 does 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 12.04, in accordance with articles 12.06(a), (b) and (c), as applicable;

- as of April 1, 2025, an amount corresponding to the retroactive adjustment of the supplementary allowances stipulated in articles 12.09(a) and (b) for the periods of April 1, 2024, to March 31, 2024, and April 1, 2024, to March 31, 2025;

- as of April 1, 2025, an amount corresponding to the retroactive adjustment of the supplementary allowance stipulated in article 12.09(c).

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, 2028.

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 on the date it is filed with the Ministère du Travail in accordance with section 46 of the *Act respecting representation*.

Distribution of the Agreement

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

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AT MONTRÉAL ON
_____ **2025.**

MINISTER OF FAMILIES

Per:

Suzanne Roy

DEPUTY MINISTER OF FAMILIES

Per:

Julie Blackburn

SECRÉTARIAT DU CONSEIL DU TRÉSOR

Per:

M^e Édith Lapointe,
Chief Government Negotiator

CONSEIL DU TRÉSOR

Per:

Sonia Lebel,
Minister Responsible for Government Administration
and Chair of the Conseil du trésor

CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

Per:

Éric Gingras
President

Anne-Marie Bellerose,
President, FIPEQ-CSQ

Sylvi Boisclair
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)

Caroline Rioux
Alliance des intervenantes en milieu familial (ADIM-Montérégie)

SCHEDULE 1 PROFESSIONAL DEVELOPMENT AND REFRESHER TRAINING

Funding

1. On April 1 of every year, the Minister of Families (the Minister) shall allocate two million dollars (\$2 million) for the purpose of improving training services, which amount shall be apportioned as follows:
 - a) A maximum of one point seven million dollars (\$1.7 million) allocated for professional development activities intended for all HECPs;
 - b) The balance of the amount stipulated in (a), up to one hundred and ten dollars (\$110) per recognized and represented HECp, to be paid as compensation for participating in professional development activities and refresher training as prescribed in section 59 of the Regulation¹⁸;
 - c) A maximum of three hundred thousand dollars (\$300,000) allocated to encourage further training for HECPs, up to eighty-five dollars (\$85) per recognized and represented HECp to be paid as compensation for completing three (3) or more hours of training beyond the requirements of section 59 of the Regulation.

The Minister¹⁹ shall disburse the compensation provided for in paragraphs (b) and (c) to each HECp by June 1, 2026, at the latest, and thereafter by June 1 of every subsequent year.

Professional development and refresher training advisory group

2. No later than sixty (60) days following the signing of the Collective Agreement, an advisory group ("the Group") shall be established to share its views with the Minister on the following:
 - i) Ongoing professional development and refresher training needs;
 - ii) The Minister's annual work plan to meet the professional development and refresher training needs of HECPs;
 - iii) Training that would be eligible for the amount provided for in paragraph 1(c).
3. By June 15, 2026, and by June 15 of every subsequent year, the Minister undertakes to share with the Group the data collected concerning HECp training, together with the budget statement for the previous fiscal year.
4. The Group shall meet twice a year.
5. The Group shall be formed of seven (7) members: three (3) appointed by the Minister, two (2) appointed by the FIPEQ-CSQ and two (2) appointed by the Fédération de la santé et des services sociaux affiliated with the Confédération des syndicats nationaux.

Term

6. This Schedule shall take effect on April 1, 2025, and remain in force for the term of the aforementioned Collective Agreement.

¹⁸ These amounts are subject to the financial commitments made by the Group.

¹⁹ The Minister may delegate this responsibility.

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-SAINT-JEAN-CHIBOUGAMAU (CSQ)
14.	ALLIANCE DES INTERVENANTES EN MILIEU FAMILIAL – SUROÎT (CSQ)

SCHEDULE 3 NOTICE OF RELEASE FOR UNION BUSINESS

NAME OF UNION:

IDENTIFICATION OF THE HECP CONCERNED

Name of the HECP concerned:

Address:

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

Email:

Name of Coordinating Office:

Email of Coordinating Office:

Name of Union Representative:

Address:

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

Email:

TYPE OF RELEASE


Release for indefinite period


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


Types of release for a specified period

- a) Release of an HECP pursuant to article 6.08 of the Collective Agreement
- b) Release of an HECP who is a member of the Union executive pursuant to article 6.09 of the Collective Agreement
- c) Release of a delegate pursuant to article 6.11 of the Collective Agreement

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

Date (dd/mm/yy)	Type	Status	
			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	
			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	
			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 HECP: _____ Date: _____

Signature of the Representative: _____ Date: _____

FOR MINISTÈRE'S USE ONLY

Signature: _____

Date notice received: _____

COPIES:

1. MINISTÈRE DE LA FAMILLE
Email: mesentente.rsge@mfa.gouv.qc.ca

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

SCHEDULE 4 NOTICE OF DISAGREEMENT

INDIVIDUAL: ☐

GROUP: ☐

NAME OF UNION:

NOTICE OF DISAGREEMENT REFERENCE NO.: CSQ- -

IDENTIFICATION OF THE COMPLAINANT

Name of the HECF concerned*:

Address:

Telephone:

Fax (if applicable):

Email:

Name of the Coordinating Office:

**For a collective disagreement not involving all HECFs in the territory, attach a list of the HECFs concerned (names and contact information).*

Name of the Union Representative:

Address:

Telephone:

Fax (if applicable):

Email:

1- BRIEF STATEMENT OF FACTS GIVING RISE TO THE DISAGREEMENT

2- CLAIM MADE OR CORRECTIVE MEASURE SOUGHT

3- RELEVANT LEGAL PROVISIONS (act, regulation, collective agreement or other)

4- SIGNATURE OF AUTHOR OF THE NOTICE

Signed at on

X

Name of author of the Notice:

COPIES:

1. MINISTÈRE DE LA FAMILLE

Email: mesentente.rsge@mfa.gouv.qc.ca

2. FIPEQ-CSQ

Email: adim.mesentente@lacsq.org

Fax: 514-356-9393

SCHEDULE 5 BREAKDOWN OF SUBSIDY PER DAY OF OCCUPANCY

Period	Basic allowance for children eligible for the Reduced Contribution	Allowance for APSS Days	Additional monetary compensation	Compensation for social protections ²⁰	Recognition bonus (ongoing incentive)	Subsidy
As of April 1, 2023	\$27.46	\$3.33	\$0.43	\$5.69	\$4.39	\$41.30
As of April 1, 2024	\$28.23	\$3.41	\$0.43	\$5.84	\$4.52	\$42.43
As of April 1, 2025	\$28.98	\$3.66	\$0.60	\$6.00	\$4.64	\$43.88
As of April 1, 2026	\$29.70	\$3.76	\$0.77	\$6.15	\$4.75	\$45.13
As of April 1, 2027	\$30.75	\$4.05	\$0.79	\$6.37	\$4.92	\$46.88

²⁰ 20.704% for the term of the Agreement.

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	Quebec City
04 Mauricie	Trois-Rivières
05 Estrie	Sherbrooke
06 Montréal	Montreal
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 APSS DAYS

Date : _____

Destinataire - Personne responsable d'un service de garde éducatif en milieu familial	
Nom	
Adresse	

Calcul de la provision pour les journées d'APSS 2023-2024

Allocation visée	Nombre de jours d'occupation 2022-2023		Valeur de la retenue 2022-2023		Montant retenu par le BC
Allocation de base (enfant PCR)		X		=	- \$
Allocation pour l'intégration d'un enfant en service de garde (enfant PCR)		X		=	- \$
Provision pour les journées d'APSS 2023-2024				=	- \$

Calcul de l'allocation pour chaque journée prédéterminée d'APSS 2023-2024

Provision pour les journées d'APSS 2023-2024		-	\$
Proportion des sommes retenues (clause 13.17)	+	26	
Versement pour chaque journée prédéterminée d'APSS 2023-2024	=	-	\$

Calcul de l'allocation pour les journées non déterminées d'APSS 2023-2024

Provision pour les journées d'APSS 2023-2024		-	\$
Moins : allocation pour les journées prédéterminées d'APSS 2023-2024	-	\$	X
		9	=
Versement de juin 20__ pour les journées non déterminées d'APSS 2023-2024	=	-	\$

FR	EN
Date :	Date:
Destinataire – Personne responsable d'un service de garde éducatif en milieu familial	Addressee — Home educational childcare provider
Nom	Name
Adresse	Address
Calcul de la provision pour les journées d'APSS 2023-2024	Calculation of the provision for APSS Days for 2023–2024
Allocation visée	Allowance
Nombre de jours d'occupation 2022-2023	Number of days of occupancy for 2022–2023
Value de la retenue 2022-2023	Deduction amount for 2022–2023
Montant retenu par le BC	Amount withheld by the CO
Allocation de base (enfant PCR)	Basic allowance (per child eligible for a reduced contribution space)
Allocation pour l'intégration d'un enfant en service de garde (enfant PCR)	Supplementary allowance (per child eligible for the Allowance for Integration into Childcare)
Provision pour les journées d'APSS 2023-2024	Provision for APSS Days for 2023–2024
Calcul de l'allocation pour chaque journée prédéterminée d'APSS 2023-2024	Calculation of the allowance per pre-determined APSS Day for 2023–2024
Provision pour les journées d'APSS 2023-2024	Provision for APSS Days for 2023–2024

Proportion des sommes retenues (clause 13.17)	Proportion of the amounts withheld (article 13.17)
Versement pour chaque journée prédéterminée d'APSS 2023-2024	Payment per pre-determined APSS Day for 2023–2024
Calcul de l'allocation pour les journées non déterminées d'APSS 2023-2024	Calculation of the allowance for pre-determined APSS Days for 2023–2024
Provision pour les journées d'APSS 2023-2024	Provision for APSS Days for 2023–2024
Moins : allocation pour les journées prédéterminées d'APSS 2023-2024	Minus: Allowance for pre-determined APSS Days for 2023–2024
Versement de juin 20__ pour les journées non déterminées d'APSS 2023-2024	Payment in June 20__ for non-determined APSS Days in 2023–2024
X	X
=	=
- \$	\$ -

SCHEDULE 8 LIST OF ARBITRATORS

(For the application of article 10.19)

Montreal

Nathalie Faucher

Guy Roy

Yann Bernard

Julie Blouin

André G. Lavoie

Jean-François Beaudry

Amal Garzouzi

Louise-Hélène Guimont

Marc Mancini

Quebec City

Dominique-Anne Roy

Dominic Garneau

Hélène Bédard

Bas-Saint-Laurent

Alain Turcotte

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

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
CPE LA MARÉE MONTANTE	Sainte-Anne-des-Monts
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	Saint-Maurice
CPE LE CERF-VOLANT INC.	Trois-Rivières
LES SERVICES DE GARDE GRIBOUILLIS	Louiseville
LES PETITS COLLÉGIENS	Trois-Rivières
CPE LES SOLEILS DE MÉKINAC	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
CPE RÉSEAU PETITS PAS	Maniwaki
CPE DE LA PETITE-NATION	Papineauville
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
CPE-BC AU PAYS DES LUTINS COOP DE SOLIDARITÉ	Chicoutimi
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 CALINOIRS	Saint-Hubert
CPE LE PETIT MONDE DE CALIMÉRO INC.	Saint-Jean-sur-Richelieu
CPE LA PETITE MARINE INC.	Sorel-Tracy
CPE MATIN SOLEIL INC.	Varennes
LES JEUNES POUSSSES 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	Saint-Esprit
CPE LES JOLIS MINOIS	Terrebonne
CPE AUX PORTES DU MATIN INC.	Lavaltrie
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 INC.	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	Quebec City
BUREAU COORDONNATEUR LA CITÉ	Quebec City
CPE L'ESSENTIEL	Quebec City
BC LIMOILLOU	Quebec City
CPE LES PETITS MULOTS	Quebec City
CPE DU SOLEIL À LA LUNE	Baie-Saint-Paul
CPE LE PETIT BALUCHON (1981) INC.	Quebec City
BC DE LA HAUTE ST-CHARLES	Quebec City
CPE AU JARDIN DE DOMINIQUE INC.	Beauceville
G50 – Alliance des intervenantes en milieu familial de Montréal (CSQ)	
CPE ENFANTS SOLEIL INC.	Montreal
CPE JARDIN DES FRUITS INC.	Montreal
BC CPE LE JARDINS DES RÊVES INC.	Saint-Laurent
BCGMF DE BORDEAU-CARTIERVILLE	Saint-Laurent
BC CAVENDISH	Montreal
CPE DU PARC	Montreal
LES SERVICES DE GARDE DE LA POINTE INC.	Pointe-Claire
BC LA MAISON DU PANDA	Sainte-Genève

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 EDUCATIONAL CHILDCARE REGULATIONS AND ISSUES

Mandate

The National Committee on Home Educational Childcare Regulations and Issues (hereinafter referred to as “the Committee”) shall allow the Fédération des intervenantes en petite enfance du Québec – CSQ (the FIPEQ-CSQ) to discuss problems 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 ensuring the dissemination of interpretations from the Ministère de la Famille (“the Ministère”).

The Committee shall also allow the FIPEQ-CSQ to express its point of view on Quebec-wide home educational childcare issues and recommend potential solutions.

Composition of the Committee

- Two (2) professionals from the various Ministère divisions 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 advisors.

Any of the parties may add resource persons, as required and if considered necessary.

Objectives

- Discuss divergences in interpretation that arise in applying the ECA and its regulations by home educational childcare coordinating offices (referred to herein as “Coordinating Offices”);
- Allow the FIPEQ-CSQ to state its point of view regarding the interpretation of the ECA and its regulations and related instructions and directives;
- When possible, allow the FIPEQ-CSQ to state its point of view regarding the drafting of instructions and directives;
- Recommend potential solutions to harmonize Coordinating Office practices and ensure respect for HECPs’ professional autonomy;
- Find the solutions for the issues raised;
- Discuss any other subject of concern to all HECPs and that the Committee agrees to consider.

Rules governing meetings

The Committee shall meet a maximum of six (6) times a year. The initial meeting shall take place within thirty (30) days following the signing of the Collective Agreement. A calendar of five (5) meetings for the coming year shall be drawn up for approval by September 30 of every year. At least fifteen (15) days before a meeting is to be held, the parties must provide each other with a list of the matters they each wish to discuss. If the FIPEQ-CSQ fails to provide a list, the meeting shall be postponed.

If requested by the FIPEQ-CSQ, the sixth meeting shall be added to the calendar provided that the parties are available. The FIPEQ-CSQ shall provide a list of matters that it wishes to discuss together with its request.

As required, the parties may convene one (1) additional meeting to discuss any urgent matter that is Quebec-wide in scope.

Following every Committee meeting, the Ministère shall prepare and send to the FIPEQ-CSQ a report on the matters discussed at the meeting, and the intended follow-up.

The Ministère shall disseminate the interpretations of the ECA and its regulations, as agreed upon by the parties. The main channel for such interpretations shall be the *Courrier du milieu familial* newsletter.

Should the Ministère consider it necessary, it may work directly with a Coordinating Office to provide an interpretation of a provision of the ECA and its regulations.

Results

Interpretations resulting from Committee discussions are matters within the exclusive competence of the Ministère.

Operation of the Committee

The Committee shall determine its operating rules and procedures. Matters specifically concerning a Coordinating Office that are addressed in Committee must first have been discussed by the Coordinating Office and local union concerned.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AT MONTRÉAL ON
_____ **2025.**

MINISTER OF FAMILIES

Per:

Suzanne Roy

CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

Per:

Éric Gingras
President

**LETTER OF AGREEMENT RESPECTING THE DISPUTE RESOLUTION PROCESS
REGARDING THE *EDUCATIONAL CHILDCARE ACT* AND THE REGULATIONS
ENACTED THEREUNDER**

BETWEEN

THE MINISTER OF FAMILIES, for and on behalf
of the Government of Québec, herein represented
by Suzanne Roy, 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, Montreal,
Quebec H1L 6P3, herein represented by Éric
Gingras, President of the Centrale,

hereinafter referred to as “the Centrale”

Preamble

WHEREAS on _____ 20XX, 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 dispute resolution process regarding 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
educational childcare providers (hereinafter referred to as “HECPs”) and home
childcare coordinating offices (hereinafter referred to “COs”);

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

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

WHEREAS the actions of COs must fully respect the self-employed worker status of an
HECP 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 Minister’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 HECPs and COs can apply to the Ministère de la Famille (hereinafter referred to as “the Ministère”) or a dispute resolution officer, where applicable, for the purpose of resolving disputes related to the issuance of a notice of non-compliance concerning application of the ECA and its regulations or decisions made by COs concerning the Subsidy.²¹
3. Allow HECPs and COs to be heard and to state their point of view concerning a dispute.
4. Harmonize CO practices.
5. Allow the Ministère to clarify and communicate its position to the parties as described in paragraph 7.
6. If necessary, allow the parties to submit their dispute to a dispute resolution officer.

Right to submit a request for dispute resolution to the Ministère

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

Condition of dispute resolution admissibility

8. For the Secrétariat du Processus de règlement (hereinafter “the Secrétariat”) to find that a dispute resolution request is admissible, the following conditions must be met:
 - a) The request must be in response to the receipt of a notice of non-compliance issued under the ECA and its regulations by a CO or further to a decision made by a CO concerning the Subsidy;
 - b) The request must be transmitted in a manner that provides proof of receipt, using the form provided for that purpose, within one hundred eighty (180) days of the event;
 - c) The request must concern a recognized, subsidized HECP or an HECP whose application for recognition is pending before the Administrative Tribunal of Quebec;

²¹ For the purposes of this Letter of Agreement, the term “Subsidy” includes supplementary allowances and all other payments provided for in the collective agreement.

- d) The request must not be the subject of a disagreement concerning the same matter for which identical remedies are sought.

If any of the above criteria are not met, the dispute resolution request shall be deemed inadmissible.

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 conclusion sought. All information and documents required for proper examination of the situation must be enclosed with the request. The Secrétariat shall assess the admissibility of the request and inform the parties of the outcome within five (5) days of receiving the complete 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 statement must be provided within twenty (20) days of receiving the Secrétariat's confirmation that the request for dispute resolution is admissible. If the other party fails to provide its statement within the stated time limit, it will 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 other party's statement within fifteen (15) days of receiving it, using the form provided for that purpose and enclosing all necessary documents in support of its reply. Should the party that filed the dispute fail to reply within the stated time limit, it will be deemed to have waived its right of reply. Where applicable, the other party may also file a reply within the same time limit, following the same procedure.
12. The Ministère shall, within thirty (30) days following expiration of the time limits set forth in paragraph 11, examine the dispute. For that purpose:
 - a) The Ministère may communicate with the parties and give them an opportunity to present their respective positions and attempt to resolve the dispute and, where applicable, ratify 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 state the position of both parties. The Ministère's position is binding and must be implemented by the parties upon expiration of the fifteen-day (15-day) review period, unless within that period one of the parties has submitted an application for review of the Ministère's position.
13. The parties shall apply the Ministère's 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.
14. The Ministère shall publish its position on its website as soon as practicable.

Review of the Ministère's position

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

Reviewer's mandate

16. The reviewer shall have fifty (50) days from the date the application 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.
17. The reviewer shall issue signed recommendations to the parties regarding resolution of the dispute concerning application of the ECA and its regulations following consideration of the application for review of the Ministère's position.
18. The reviewer shall carry out his or her mandate impartially, transparently, fairly and in accordance with the relevant legislation and shall take into account the particular facts of every dispute. He or she may not be an employee of the Ministère,²² a CO or the CSQ.
19. 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

20. In calculating the time limits stipulated herein, only business days are counted; weekends and pre-determined subsidized service absences are not taken into account in the calculation.
21. The parties may ask the Ministère to reduce the time limits if the CO or the HECP 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 examining the request for dispute resolution within such time limits as it may determine

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AT MONTRÉAL ON
_____ **2025.**

²² Unless the Ministère establishes an administrative review unit.

MINISTER OF FAMILIES

Suzanne Roy

THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

Per:

Éric Gingras
President