

**GROUP AGREEMENT REACHED BETWEEN**

**THE MINISTER OF FAMILY**

**AND**

**THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN  
DULY AUTHORIZED REPRESENTATIVE OF THE VARIOUS  
SYNDICATES OF HOME CHILDCARE PROVIDERS**

**FOR THE PERIOD FROM APRIL 1, 2019 TO MARCH 31, 2023**

**FOR VALIDATION BY THE PARTIES**

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# GROUP AGREEMENT

## ARTICLE 1 GENERAL PROVISIONS

### Identification of parties

- 1.01 The parties to this group agreement are the Minister of Family, on the one hand, and the Fédération de la santé et des services sociaux – CSN, on the other.

## ARTICLE 2 DEFINITION OF TERMS

Unless the context indicates otherwise, for the purposes of this Agreement, the words, terms and expressions defined below shall have the respective meanings and application given to them.

### Calendar year

- 2.01 The period beginning January 1 and ending December 31 of the same year.

### Reference year

- 2.02 The period beginning April 1 and ending March 31 of the following year.

### APSS

- 2.03 No provision of subsidized services (absence de prestation de services subventionnés).

### Assistant

- 2.04 A person of full age who assists the home childcare provider, as stipulated in section 54 of the Regulation.

### Association

- 2.05 A group of home childcare providers recognized under section 13 of the *Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements* (CQLR, c R-24.0.1).

### Coordinating Office or Office

- 2.06 Legal entity duly accredited by the Minister to exercise the functions set out in the *Educational Childcare Act* (CQLR, c S-4.1.1).

### CNRP

- 2.07 National professional relations committee (Comité national de relations professionnelles).

### CSN

- 2.08 The Confédération des syndicats nationaux.

### Basic contribution

- 2.09 The parent's contribution established pursuant to the *Reduced Contribution Regulation* (CQLR, c S-4.1.1, r 1).

## **Agreement**

- 2.10 The group agreement entered into by the parties in accordance with the Act respecting representation.

## **Federation**

- 2.11 The Fédération de la santé et des services sociaux – CSN.

The Federation is a group of associations within the meaning of the Act respecting representation.

## **Day**

- 2.12 Calendar day.

## **Act respecting representation**

- 2.13 The *Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements* (CQLR, c R-24.0.1) and any applicable legislative or regulatory amendments.

## **Educational Childcare Act**

- 2.14 *Educational Childcare Act* (CQLR, c S-4.1.1) and any applicable legislative or regulatory amendments.

## **Disagreement**

- 2.15 Any difficulty interpreting or applying the Agreement.

## **Ministry**

- 2.16 The ministère de la Famille.

## **Minister**

- 2.17 The Minister of Family.

## **Regulation**

- 2.18 The *Educational Childcare Regulation* (CQLR, c S-4.1.1, r 2) and any applicable legislative or regulatory amendments.

## **Replacement**

- 2.19 A person of full age who replaces the home childcare provider or the assistant, as stipulated in section 81 of the Regulation.

## **Association representative**

- 2.20 A person designated by the Federation or the Association to represent them or to represent a home childcare provider or group of home childcare providers to the Minister.

## **HCP (home childcare provider)**

- 2.21 A natural person who is an own-account self-employed worker recognized under the *Educational Childcare Act* who contracts with parents to provide subsidized childcare in a private residence in return for payment.

## **Subsidy**

2.22 The subsidy defined pursuant to Article 12 of the Agreement.

## **ARTICLE 3 AGREEMENT**

### **3.01 The purpose of the Agreement is to:**

- a) extend rights to HCPs under the Act respecting representation;
- b) establish clear and orderly relationships between the parties to facilitate application of the Agreement and settle any Disagreements that may arise between them.

### **3.02 Principles**

- a) The parties agree to foster development of harmonious and respectful relationships with each other.

They shall also ensure that third parties involved in applying the Agreement do likewise.

- b) The parties shall promote amicable resolution of difficulties related to Agreement application and interpretation and settlement of Disagreements in a spirit of collaboration and cooperation.

Accordingly, the parties shall favour discussion to avoid escalation of their Disagreements to court.

- c) The parties shall establish appropriate mechanisms to try to resolve all other issues that may arise between them. However, these mechanisms may not be the subject of a Disagreement.
- d) The parties recognize the powers and responsibilities granted by the *Educational Childcare Act* and associated regulations to the Minister and the Coordinating Office; further, they recognize that these powers and responsibilities cannot be limited or altered in any way by the Agreement.

## **ARTICLE 4 SCOPE AND RECOGNITION**

### **Scope**

4.01 The Agreement shall apply to all subsidized HCPs whether or not they are members of the Association. All others are excluded from application of the Agreement.

4.02 Replacements and assistants are not covered by the Agreement.

4.03 The Coordinating Office is not a party to the Agreement and cannot be a party to the Disagreement procedure contained herein.

### **Recognition**

4.04 The Minister recognizes the Association as the representative and agent of the HCPs.

- 4.05 The Minister recognizes the Federation as the only bargaining agent for the purposes of representing, negotiating and entering into a group agreement on behalf of the HCPs represented by the Associations listed in Appendix 7 and any other Association that may be recognized by the Administrative Labour Tribunal after the Agreement is ratified.
- 4.06 Within thirty (30) days of the signature of this Agreement, the Federation shall send to the Minister the complete contact information (name, civic address, email address and phone number) of its representatives and the Associations' representatives. Thereafter, any change to that information must be sent to the Minister within thirty (30) days.
- 4.07 No specific agreement regarding matters covered by the Agreement may be reached without the written agreement of the Minister and the Federation.
- 4.08 At the request of an interested party, the Administrative Labour Tribunal may at any time determine whether an HCP is covered by the recognition held by a recognized Association and whether the Association may represent the HCP, given the service area in which the home childcare service has been established.
- 4.09 When the Administrative Labour Tribunal receives a request to determine whether a person is part of the representation unit, the Minister<sup>1</sup> shall retain the rate and/or amount of dues required by the Association until the Tribunal renders its decision and shall subsequently remit the amounts collected in accordance with that decision.

The amounts shall be retained starting the beginning of the month following when such a motion is filed.

## **ARTICLE 5 ASSOCIATIVE RIGHTS**

### **Associative system**

- 5.01 Every HCP who is a member of the Association on the date the Agreement comes into force shall remain a member for the duration of the Agreement.
- 5.02 Every HCP who is not a member of the Association on the date the Agreement comes into force shall sign a membership application form to join the Association. If the Association accepts the HCP, she must remain a member for the duration of the Agreement.
- 5.03 After the date the Agreement comes into force, every HCP must sign a membership application form to join the Association within thirty (30) days of the date on which one or more subsidized spaces is assigned to her. If the Association accepts the HCP, she must remain a member for the duration of the Agreement.

### **Deduction of dues**

- 5.04 The Minister<sup>2</sup> shall deduct the rate and/or amount of dues required by the Association from the Subsidy payable to the HCP, whether or not she is a member of the Association.

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<sup>1</sup> The Minister may delegate this administrative task, but shall retain responsibility for it.

<sup>2</sup> The Minister may delegate this administrative task, but shall retain responsibility for it.

- 5.05 The Association shall send written notice to the Minister of any change in the rate and/or amount of dues and parts of the Subsidy to which the rate and/or amount are applicable. The Minister shall apply the changes within thirty (30) days of this notice.
- 5.06 The Minister<sup>2</sup> shall remit the total amount of dues collected the previous month to the Association or the duly designated agent no later than the 15<sup>th</sup> of the following month, along with the following information regarding each subsidized HCP. The Minister<sup>2</sup> shall also send this information to the Federation at the same time.
- First and last name;
  - Home address and phone number;
  - Email address, where available;
  - Date of recognition;
  - Number of subsidized spaces;
  - Occupancy for the period;
  - Contributory occupancy for the period;
  - Total subsidy paid;
  - Total contributory subsidy paid;
  - Total amounts accumulated for APSS;
  - Rate of dues;
  - Total dues collected;
  - Recognition status, suspended, non-renewed, revoked, as the case may be.

This information shall be submitted in an electronic file that allows the information to be sorted.

- 5.07 The Minister<sup>2</sup> shall give the HCP receipts for the total dues collected and remitted on the HCP's behalf to the Association for the corresponding calendar year.

#### **Documentation to be sent**

- 5.08 The Minister shall send the Association a copy of the notice of intent or notice of suspension, revocation or non-renewal of recognition of an HCP upon receipt.
- 5.09 The Minister shall send the Federation a copy of any policy, instruction or directive regarding home childcare for the purposes of consultation prior to enforcement wherever possible.

#### **File access**

- 5.10 The HCP may access her file held by the Office, alone or accompanied by the Association Representative. The HCP may also obtain a copy of the file, in whole or in part, for a reasonable fee. The copy shall be provided as quickly as possible, but within no more than thirty (30) days.
- 5.11 If the HCP must submit observations regarding her recognition to the Office board of directors, she shall receive a copy of all documents used in reaching that decision at least six (6) days before the meeting.
- The HCP may also obtain a copy of other documents deemed useful for presenting observations, according to the terms and conditions set out in clause 5.10, prior to the meeting.
- 5.12 The Association Representative may, with the written authorization of the HCP, exercise the rights set out in clauses 5.10 and 5.11.

- 5.13 The rights regarding access, retention and disclosure of documents set out in this section must be exercised in accordance with the legislative provisions regarding protection of personal information.

### **Protection of rights**

- 5.14 The HCP, or the Association on her behalf, can enforce all rights under the Agreement within the prescribed time limits, regardless of whether the HCP has had her recognition suspended, not renewed or revoked.

The HCP shall be informed of the Ministry's investigation and shall have the opportunity during the investigation to be heard and to assert her rights, accompanied by an Association Representative if she so desires.

- 5.15 In accordance with section 18 of the Act respecting representation, the HCP can be assisted by an Association Representative.

As such, she can, among other things, receive assistance in exercising her rights as provided in this Agreement.

### **Allowance during a suspension for inquiry by the Director of Youth Protection**

- 5.16 An HCP whose recognition is suspended following intervention by the Director of Youth Protection (DYP) shall receive an allowance for a maximum of four (4) weeks starting from the date of the suspension.

If the recognition is suspended for more than four (4) consecutive weeks, the HCP shall receive an allowance for the extra weeks of suspension to a maximum of four (4) consecutive additional weeks to those paid under paragraph 1, once the suspension is lifted or she is acquitted of criminal wrongdoing for facts related to the report.

This allowance is calculated in accordance with service agreements that are in force on the day preceding the suspension.

Where there is a predetermined APSS day during the weeks in question, the HCP shall not receive the allowance for that day. She shall receive the compensation provided in clause 13.15.

Where there is an undetermined APSS day during the weeks covered by this clause, the HCP shall receive the allowance for that day. The HCP may put off that day to a later date during the Reference Year. However, the offer of service cannot exceed the maximum number of days of subsidized occupancy provided in clause 12.06.

Payment of the allowance under paragraph 1 shall cease, as applicable, as soon as the HCP's recognition is revoked, whether the revocation is at the HCP's request or not.

- 5.17 If the HCP must cease operation due to a decision of the relevant courts that cannot be appealed, the HCP shall reimburse the Minister the allowance received under clause 5.16.

Notwithstanding the foregoing, an HCP who is found guilty of a criminal offence after being suspended due to a report that is accepted for assessment by the DYP and who accordingly does not fulfill the recognition conditions set out in the *Educational Childcare Act* must repay the allowance received under clause 5.16.



## **No reprisals**

- 5.18 No threat can be made, constraint placed on or reprisal taken against an HCP who exercises a right recognized by the Agreement or Act.
- 5.19 No threat can be made, constraint placed on or reprisal taken against an Association Representative in relation to exercising functions pursuant to the Agreement or Act.

## **ARTICLE 6 LEAVE FOR ASSOCIATION ACTIVITIES**

### **Indefinite leave with no Subsidy resulting in complete interruption of home childcare service**

- 6.01 The Federation shall have long-term indefinite leave resulting in complete interruption of service with no Subsidy according to the total number of HCPs covered by the recognitions granted to the Associations by the Administrative Labour Tribunal, as set out below:

Maximum number of HCPs with complete interruption of service	Number of HCPs covered by all recognitions granted by the Administrative Labour Tribunal
1	Fewer than 1,000
2	1,000 to 1,999
4	2,000 to 3,999
6	4,000 to 4,999
10	5,000 to 6,999
12	7,000 to 9,999
20	10,000 or more

- 6.02 Under no circumstances can the maximum number of HCPs on indefinite leave resulting in complete interruption of service be greater than the number set out in clause 6.01.

- 6.03 To obtain indefinite leave for an HCP resulting in complete interruption of service, the Federation must notify the Minister using the notice of leave in Appendix 3 at least thirty (30) days before the start of the service interruption.

In that case, the Minister shall suspend the HCP's recognition for the duration of the leave by applying section 79.2 of the Regulation.

- 6.04 Reopening of the HCP operation shall be subject to the conditions set out in sections 79.3 and 80 of the Regulation.

- 6.05 Such leave shall be maintained provided the HCP complies with the provisions of section 6 of the Regulation exclusively with respect to that person.

### **Fixed-term leave**

- 6.06 To obtain fixed-term leave for an HCP, the Association must notify the Minister using the notice of leave provided in Appendix 3 within the following time frames:

- a) at least three (3) days prior to the start of the fixed-term leave if the leave does not result in complete interruption of service.
- b) at least fifteen (15) days prior to the start of the fixed-term leave if the leave results in complete interruption of service, in which case the parents must receive a copy of the notice within the same time frame.

If an unforeseen situation prevents the Association from giving the notice in paragraph a), the Association must sent the Minister notice at least one (1) day before the start of the leave, for a maximum of one (1) representative per Association.

- 6.07 The fixed-term leave provision in clause 6.06 a) shall allow an HCP to take leave for a maximum of fifty (50) days of service per Reference Year. Of those fifty (50) days, a maximum of ten (10) days can be taken per month. Of those ten (10) days, a maximum of five (5) days can be taken consecutively only one (1) time per month. Under no circumstances can the HCP be away for more than five (5) consecutive days.

The fixed-term leave provision in clause 6.06 b) shall allow an HCP to take leave for a maximum of fifty (50) days of service per Reference Year. Of those fifty (50) days, a maximum of eight (8) days can be taken per month. Of those eight (8) days, a maximum of three (3) days can be taken consecutively only one (1) time per month. Under no circumstances can the HCP be away for more than three (3) consecutive days.

In all cases, an HCP who obtains leave pursuant to this clause cannot exceed fifty (50) days of leave per Reference Year.

- 6.08 The fixed-term leave provision in clause 6.06 a) shall allow two (2) members of the executive per Association to take leave for a maximum of one hundred (100) days of service per Reference Year. Of those one hundred (100) days, a maximum of ten (10) days can be taken per month. Of those ten (10) days, a maximum of five (5) days can be taken consecutively, no more than two (2) times per month. Under no circumstances can the HCP be away for more than five (5) consecutive days.

In exceptional cases, members of the executive may take five (5) consecutive days of leave more than two (2) times per month or more than ten (10) days of leave per month, without however exceeding one hundred (100) days per Reference Year. This must be authorized in advance by the Ministry.

The Federation shall inform the Minister of the names of members of the executive taking leave under this clause.

An executive member who takes this leave cannot take the leave provided under clause 6.07.

An HCP who is or becomes a member of the executive cannot take leave for more than one hundred (100) days per Reference Year when taking the leave provided under clauses 6.07 and 6.08.

Despite the foregoing, a maximum of four (4) HCPs elected to a function within the CSN, the Federation or the central council are not subject to the maximum number of days of leave.

- 6.09 The fixed-term leave provision in clause 6.06 a) shall allow an Association delegate to take leave for a maximum of thirty-six (36) days of service per Reference Year in order to participate in official meetings of the CSN, Federation or central council. Of those thirty-six (36) days, a maximum of ten (10) days can be taken per month. Of those ten (10) days, a maximum of five (5) days can be taken consecutively. Under no circumstances can the HCP be away for more than five (5) consecutive days.

The fixed-term leave provision in clause 6.06 b) shall allow an Association delegate to take leave for a maximum of thirty-six (36) days of service per Reference Year in order to participate in official meetings of the CSN, Federation or central council. Of those thirty-six (36) days, a maximum of eight (8) days can be taken per month. Of those eight (8) days, a maximum of three (3) days can be taken consecutively. Under no circumstances can the HCP be away for more than three (3) consecutive days.

In all cases, an HCP who obtains leave pursuant to this clause cannot exceed thirty-six (36) days of leave per Reference Year.

- 6.10 An HCP who takes fixed-term leave pursuant to clause 6.06 may choose not to interrupt service completely by obtaining a replacement. In that case, the replacement is considered an occasional replacement within the meaning of section 81 of the Regulation, but is not included in the number of days of occasional replacement calculated annually as set out in section 81.1 of the Regulation.
- 6.11 The leave for association activities set out in clause 6.06 which results in complete interruption of service must be for a minimum of a half-day.

### **Miscellaneous**

- 6.12 Within sixty (60) days of a request from the Minister, the Federation shall certify in writing the accuracy of the information in the Minister's log regarding leave for association activities.

For the purposes of applying this Article, the Minister shall send confirmation of leave to the Federation and the Association's representative.

- 6.13 An HCP who takes leave under this Article shall have all the rights and benefits to which she would be entitled if the service had not been interrupted.
- 6.14 The Federation shall assume all direct and indirect financial consequences of the leave of an HCP under this Article.
- 6.15 The parties shall negotiate the terms and conditions of preparing for and negotiating the renewal of the Agreement within ninety (90) days of the Agreement's expiry.

However, these steps alone do not constitute notice within the meaning of section 36 of the Act respecting representation.

## **ARTICLE 7 PROFESSIONAL AUTONOMY**

- 7.01 The HCP shall recruit and select her own Assistant, Replacement and clientele.

## **ARTICLE 8 CONTINUOUS TRAINING AND PROFESSIONAL DEVELOPMENT**

- 8.01 The parties agree to sign a letter of agreement regarding continuous training and professional development for HCPs. A copy of this letter is attached as Appendix 2 to the Agreement.
- 8.02 Continuous training and professional development activities do not include the initial forty-five (45) hours of training set out in section 57 of the Regulation.

## **ARTICLE 9 NATIONAL PROFESSIONAL RELATIONS COMMITTEE (CNRP)**

- 9.01 The parties shall establish a CNRP, whose mandate is to:
- a) attempt to resolve any difficulty applying or interpreting the Agreement;
  - b) attempt to settle any Disagreement;
  - c) make any recommendations likely to improve implementation of the Agreement;
  - d) examine any question of law or any document to the extent necessary to apply the Agreement;
  - e) attempt to agree on compensation of an HCP in accordance with Article 11;
  - f) discuss, after April 1 each year, the applicable rate of dues for the various social protection measures;
  - g) discuss any other topic they deem appropriate.
- 9.02 The CNRP shall comprise three (3) representatives designated by the Minister and three (3) representatives designated by the Federation.
- The members of the CNRP may retain resource people, depending on the expertise required by the nature of the problems discussed. The party that retains such resources must however notify the other party within a reasonable timeframe prior to the meeting.
- 9.03 The CNRP shall determine its own operating rules and procedures.
- 9.04 Either party may request a meeting of the CNRP by sending written notice to the other party. The parties shall then meet as soon as possible.

At least one (1) week before the meeting, the parties must send each other a list of topics they wish to address, including as applicable the disagreement numbers.

## **ARTICLE 10 MANAGING DISAGREEMENTS**

### **GENERAL PROVISIONS**

- 10.01 The parties agree to deal diligently with any Disagreement and to follow the procedure set out in this Article.
- 10.02 A Disagreement cannot pertain to:
- a) a rule, standard, measure or provision set out in the *Educational Childcare Act* and its regulations, including the granting, payment, maintenance, suspension, reduction, withdrawal or recovery of Subsidies;

- b) the service agreement entered into by parents and the HCP, particularly as regards terms of payment of the basic contribution, the description of the HCP's services or the services required by the parents.

10.03 The time limits set out in this Article are compulsory and may not be extended except by written agreement between the parties.

### **Notice of Disagreement**

10.04 A notice of disagreement may be submitted by the Minister, the Federation, the Association or the HCP.

10.05 The notice must set out the facts giving rise to the Disagreement, as well as the desired corrective action.

10.06 The notice must be sent by email or fax using the form provided in Appendix 4 within ninety (90) days after the incident giving rise to the Disagreement becomes known, but no later than one hundred eighty (180) days after the occurrence of the incident.

10.07 In the event of a collective Disagreement affecting all HCPs in one or more service areas, the names of the HCPs in question are not required.

10.08 Prescription is interrupted as of the date of submission of the notice of disagreement as set out in clause 10.04.

10.09 The notice of disagreement shall constitute an application for arbitration.

Designation of the arbitrator by the parties, or a request by either party to the ministère du Travail, de l'Emploi et de la Solidarité sociale to appoint an arbitrator must be done within twelve (12) months of submission of the notice of disagreement, failing which, the Disagreement lapses.

10.10 The party receiving the notice set out in clause 10.04 must acknowledge receipt to the other party upon receiving the notice.

## **DISAGREEMENT SETTLEMENT PROCEDURE**

### **CNRP**

10.11 The Disagreement shall be dealt with by the CNRP within ninety (90) days of submission in accordance with clause 10.06. The parties shall thus attempt to come to a settlement.

Failing which, the Disagreement shall move to the next step.

### **Mediation**

10.12 Before taking the Disagreement to arbitration, the parties may agree to go to pre-arbitration mediation.

To do this, one of the parties must send an application for mediation to the labour secretariat of the ministère du Travail, de l'Emploi et de la Solidarité sociale.

Failing which, the Disagreement shall go to arbitration.

- 10.13 The mediator shall have forty-five (45) days from the date she or he is appointed to get the parties to agree. The parties may agree to extend the mediation period.
- 10.14 Mediation sessions are confidential.
- 10.15 Nothing said or written down during a mediation session can be used as evidence.
- 10.16 Any settlement coming out of mediation must include the terms and conditions of enforcement.

## **ARBITRATION**

- 10.17 Either party may refer the Disagreement to arbitration subject to the provisions of clause 10.09.

### **Combined Disagreements**

- 10.18 In the event of Disagreements that are similar in nature, the parties may agree to combine them in a single arbitration procedure.

### **Designation of arbitrator**

- 10.19 The arbitrator shall be chosen by the parties or, if they do not agree on a choice, appointed by the Minister of Labour, Employment and Social Solidarity.

An arbitrator appointed by the Minister of Labour, Employment and Social Solidarity shall be chosen from the list as set out in section 77 of the Labour Code (CQLR, c C-27).

- 10.20 An arbitrator who resigns, refuses to act or is unable to act shall be replaced according to the procedure set out in clause 10.19.

- 10.21 The arbitrator shall interpret the provisions of the Agreement in accordance with the provisions of the Act respecting representation. In rendering a decision, the arbitrator cannot add to, subtract from or modify the Agreement.

- 10.22 The parties agree that the *Regulation respecting the remuneration of arbitrators* (CQLR, c C-27, r. 4.3) shall apply to arbitrators appointed under the Agreement.

- 10.23 The arbitrator's fees and travel and accommodation expenses shall be borne equally by the parties. All other fees shall be paid by the party incurring them, including fees stemming from a request for adjournment, unless the request is filed jointly.

### **Designation of assessors**

- 10.24 Within fourteen (14) days of the designation of the arbitrator, the parties may agree that the arbitrator will be assisted by two (2) assessors. Unless otherwise agreed within that timeframe, the arbitrator shall hear the Disagreement alone.
- 10.25 When the parties agree that the arbitrator will be assisted by assessors, each party shall appoint one (1) assessor and shall assume their expenses.

## **Decision**

- 10.26 The arbitrator shall render a decision within ninety (90) days of beginning deliberations or by any other time limit agreed by the parties.

## **Location of arbitration and mediation sessions**

- 10.27 Arbitration and mediation sessions shall be held in the designated city for the administrative region in which the home childcare service of the HCP named in the Disagreement is located. The list of designated cities by administrative region is found in Appendix 5.

The parties may agree to a different location for the session. If applicable, they must do so before designating an arbitrator or mediator.

## **Accelerated arbitration**

- 10.28 The accelerated arbitration procedure is designed to be flexible to facilitate faster settlement of Disagreements.

The accelerated arbitration procedure shall apply if the parties agree.

The arbitrator is appointed or designated according to the procedure set out in clause 10.19. Clauses 10.17 to 10.27 shall apply to the parties, with the exception of the provisions set out in clauses 10.24 and 10.25.

- 10.29 Under the accelerated arbitration procedure, the parties shall be represented by the individuals who normally represent them on the CNRP, in accordance with clause 9.02. For the purposes of this paragraph, the union advisor who normally sits on the CNRP is considered a Federation representative.

- 10.30 At least fifteen (15) days before the first accelerated arbitration session, the parties shall meet to agree on the statement of facts, the facts in dispute and the questions of law involved. They shall then disclose documents and authorities they intend to submit to the arbitrator.

The parties shall agree to keep the number of witnesses to a minimum.

- 10.31 The arbitrator shall render a decision within thirty (30) days of beginning deliberations.

The decision is final and binding on the parties.

However, the decision shall not establish a precedent between the parties and cannot be cited in a later arbitration.

## **ARTICLE 11 INDEMINIFICATION PROCEDURE – MEASURE ANNULLED BY THE ADMINISTRATIVE TRIBUNAL OF QUÉBEC**

- 11.01 The Association shall send the Minister a copy of any motion filed before the Administrative Tribunal of Québec (TAQ) contesting a Coordinating Office decision regarding a suspension, revocation or non-renewal of recognition as soon as the motion is filed.

- 11.02 The Association recognizes the Minister's right to ask the TAQ to recognize its status as a party or intervenor on any case in which an HCP contests the decision

of an Office to suspend, revoke or refuse to renew the recognition before the TAQ.

- 11.03 If the TAQ annuls a recognition suspension, revocation or non-renewal, the parties shall hold a meeting of the CNRP pursuant to clause 9.04 to try to determine the indemnification for losses sustained to which the HCP affected by the decision may be entitled.

A settlement agreement between the Coordinating Office and the HCP, Federation or Association, whether ratified by the TAQ or not, shall not constitute a decision within the meaning of this clause.

The parties shall have thirty (30) days to agree on this matter starting from the date of the decision.

- 11.04 If the parties do not agree within the time set out in clause 11.03, either party may submit a Disagreement directly to arbitration in accordance with clauses 10.17 et seq. of the Agreement, after first providing notice to the Minister in accordance with the terms set out in clauses 10.04 to 10.10.

- 11.05 The parties may agree to alternate conflict resolution mechanisms at any time before the arbitrator renders a decision.

## **ARTICLE 12 SUBSIDY PARAMETERS**

- 12.01 For the purposes of determining the Subsidy set out in paragraph 1 of section 31 of the Act respecting representation, the parties agree that, using the appropriate job comparison methodology, the activities analogous to the activities of an HCP with a full service load are those carried out by a level 1 non-qualified childcare worker.

- 12.02 For the purposes of this Agreement, educational childcare services are considered a related sector of activity.

- 12.03 After taking into account reasonable operating expenses for a full service load, the parties determine that the funding granted to the HCP, made up of the Subsidy and the amount of \$7.00,<sup>3</sup> is comparable to the annual income for the job identified in clause 12.01.

- 12.04 The parties declare that they have completed the steps required by section 32 of the Act respecting representation.

### **Full service load**

- 12.05 For the purposes of determining the Subsidy, a full service load corresponds to six (6) subsidized spaces for children aged 59 months or less for the number of days of occupancy set out in clause 12.06.

The Subsidy is determined in accordance with the Act respecting representation and shall include the following:

- a basic allowance per day of occupancy for children aged 59 months or less who are eligible for a reduced contribution space as of September 30 each year (hereinafter "children aged 59 months or less");
- an allowance for APSS days;

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<sup>3</sup> This amount corresponds to a portion of the basic contribution.



- additional financial compensation for educational planning;
- additional financial compensation for personal situations;
- compensation for social protection measures.

The breakdown of each component of the Subsidy is provided in Appendix 6.

Additional allowances as defined in clause 12.12 may be added to the Subsidy on a case-by-case basis.

- 12.06 The maximum number of days of occupancy per subsidized space per Reference Year is limited to:

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

- 12.07 Days of occupancy do not include APSS days.

### **Subsidy amount**

- 12.08 The amount of the Subsidy per day of occupancy for children aged 59 months or less is:

Period	Subsidy amount	Adjustment for basic contribution amount*
As of April 1, 2019	\$30.77	-\$1.25 <sup>4</sup>
As of April 1, 2020	\$30.81	-\$1.35
As of April 1, 2021	\$31.23	-\$1.35
As of April 1, 2022	\$31.29	-\$1.35

\* The amount will be adjusted for the basic contribution amount on the date of application.

### **Compensation following modification of the basic contribution**

- 12.09 An increase in the basic contribution must not be attributed to the HCP's income.

The difference between the \$7.00 amount and the basic contribution amount per day per child shall be repaid by the HCP as compensation every two-week period when the Subsidy is paid. The total compensated amounts shall be indicated on the Subsidy pay slip.

The basic contribution amount is specified in the *Reduced Contribution Regulation*.

### **Increase in Subsidy amount for the period from April 1, 2019 to March 31, 2023**

- 12.10 The Subsidy amount identified in clause 12.08 shall be increased as follows:

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<sup>4</sup> As of January 1, 2020, the adjustment for the basic contribution amount per day of occupancy for children aged 59 months or less is set at -\$1.35.

- a) For the period from April 1, 2019 to March 31, 2020:

The Subsidy amount in effect on March 31, 2019 shall be increased by 4.40%<sup>5</sup> as of April 1, 2019.

- b) For the periods from April 1, 2020 to March 31, 2023:

The Subsidy amount identified in clause 12.08 shall be increased, where applicable, on the same dates,<sup>6</sup> in accordance with the general parameters for salary increases granted, with or without union concessions, to personnel represented by the CSN in the public and parapublic sectors, provided that the equivalent union concessions from the HCPs are granted. For the purposes of this sub-paragraph, the general parameters for applicable salary increases shall be equivalent to the average, as a percentage, granted to ranges 1 to 11 in the Agreement that will be entered into with the CSN for personnel in the public and parapublic sectors.

Calculation of the amount of the Subsidy and its components, for the purposes of the first two paragraphs of this clause, shall be rounded to the nearest hundredth.<sup>7</sup>

### **Additional amount**

- 12.11 For the period of April 1, 2019 to March 31, 2020, the HCP shall receive an additional amount of \$225.

HCPs not recognized and subsidized for the entire period of April 1, 2019 to March 31, 2020 are eligible for this amount, but it will be prorated for the months during which they were recognized and subsidized. For calculation purposes, a complete month is considered when the HCP was recognized and subsidized for fifteen (15) or more days during the month.

For the sole purposes of this clause, the periods of suspension of HCP recognition for one of the reasons set out in section 79 of the Regulation (illness, pregnancy, birth or adoption of a child) are deemed to have been periods during which the HCP was recognized and subsidized. The same is true for the periods during which the HCP received an allowance as set out in clause 5.16 of the Agreement.

### **Additional allowances**

- 12.12 The HCP may receive the following additional allowances:

- a) Additional allowance for a child aged 17 months or less per day of occupancy<sup>8</sup>

Period	Amount of additional allowance
As of April 1, 2019	\$11.45

<sup>5</sup> This percentage includes a 2.00% adjustment to apply point 10 of the Letter of Agreement regarding extension of the work of the committee in charge of analyzing the annual income for those responsible for a home childcare service in accordance with the Act respecting representation.

<sup>6</sup> In cases where the increase granted to public and parapublic sector staff represented by the CSN applies to the March 31 rates with effect on April 1, it is understood that the increase will apply to the Subsidy amount on April 1 for the purpose of this agreement. Otherwise, the Subsidy increase shall apply on the same dates as for the public and parapublic sector staff represented by the CSN.

<sup>7</sup> When the decimal point was followed by three digits or more, the third digit and the following ones were removed if the third digit was lower than five. If the third digit was equal to or greater than five (5), the second was increased by one unit and the third and following were dropped.

<sup>8</sup> Means the last day before the child turns 18 months.

As of April 1, 2020	\$11.45
As of April 1, 2021	\$11.45
As of April 1, 2022	\$11.45

- b) Additional allowance for a child with a disability aged 59 months or less per day of occupancy

Period	Amount of additional allowance <sup>9</sup>
As of April 1, 2019	\$37.77
As of April 1, 2020	\$37.81
As of April 1, 2021	\$38.23
As of April 1, 2022	\$38.29

A withholding for APSS days as set out in clause 13.13 is taken from each additional allowance for children with disabilities aged 59 months or less.

- c) Additional allowance for a school-age child per day of occupancy

Period	Allowance for each day of class <sup>10</sup>	Allowance for each professional development day <sup>10 11</sup>
As of April 1, 2019	\$2.68	\$18.03
As of April 1, 2020	\$2.68	\$18.03
As of April 1, 2021	\$2.68	\$18.03
As of April 1, 2022	\$2.68	\$18.03

- 12.13 Starting on April 1, 2019, allowances set out in clauses 12.12 a) and c) are increased by the rates set out in clause 12.10 on the same dates and according to the same terms and conditions.

### Terms of subsidy deposit

- 12.14 Amounts owing to the HCP are deposited every second Thursday by electronic transfer into the bank account designated by the HCP.

### Subsidy pay slip

- 12.15 The following information shall accompany the Subsidy pay slip:
- Coordinating Office name;
  - HCP's first and last names;
  - Period in question;
  - Detailed amount of Subsidy paid per child;
  - Union dues collection amount;
  - Amount of withholding for APSS days;
  - Amount of Subsidy paid for benefit coverage;
  - Number of unused undetermined APSS days;
  - Detailed amount of Subsidy recovery, as applicable, and/or compensation;
  - Detailed amount of compensation paid during a suspension, as applicable;
  - Amount of Subsidy paid for predetermined APSS days, as applicable;
  - Cumulative amounts withheld for APSS days.

<sup>9</sup> Corresponds to the Subsidy amount set out in clause 12.08, to which the amount of \$7.00 is added.

<sup>10</sup> This allowance is reduced by an amount equal to the difference between the \$7.00 and the basic contribution amount per day per child.

<sup>11</sup> Up to a maximum of twenty (20) professional development days per school year.

## **ARTICLE 13 TERMS AND CONDITIONS OF APSS DAYS**

- 13.01 The HCP shall have twenty-six (26) APSS days per Reference Year.
- 13.02 No services may be offered on APSS days.
- 13.03 The HCP shall indicate the APSS days she took on the Subsidy claim form.
- 13.04 When APSS days are taken, the HCP who usually takes a child whose parents are exempt from paying the basic contribution shall receive an allowance equivalent to the basic contribution.

### **Predetermined APSS days**

- 13.05 The HCP shall have nine (9) predetermined APSS days:

- 1- January 1;
- 2- Easter Monday;
- 3- the Monday before May 25;
- 4- Québec National Holiday;
- 5- July 1;
- 6- the first Monday of September;
- 7- the second Monday of October;
- 8- December 25;
- 9- December 26.

If any of these days falls on a Saturday, the day the home childcare service is closed will be the business day<sup>12</sup> before that day; if any of the days falls on a Sunday, the day the home childcare service is closed will be the business day following that day.

If the HCP's services include Saturday or Sunday service, the closure will be observed that same day.

### **Undetermined APSS days**

- 13.06 The HCP shall have seventeen (17) undetermined APSS days per Reference Year, regardless of the accumulated amounts withheld as set out in clause 13.13.
- 13.07 An undetermined APSS day cannot be taken on a Saturday or Sunday, unless the HCP provides service on those days.
- 13.08 A day on which no service is provided by an HCP who offers service fewer than five (5) days per week may be considered one (1) undetermined APSS day. The HCP is not required to send the notice set out in clause 13.10 for that day.

However, the offer of service cannot exceed the maximum number of days of subsidized occupancy provided in clause 12.06.

- 13.09 An individual who becomes an HCP during a Reference Year is not covered by the closure obligation set out in clause 13.02 for undetermined APSS days for the Reference Year during which she becomes an HCP.

An HCP whose recognition is suspended, on whatever grounds, is not covered by the closure obligation set out in clause 13.02 for undetermined APSS days for the Reference Year during which she resumes operation.

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<sup>12</sup> For the purposes of this clause, one business day corresponds to a day the childcare service is open for business.

Notwithstanding the first two (2) paragraphs, the service offer cannot exceed the maximum number of days of subsidized occupancy as set out in clause 12.06.

13.10 Notice of taking undetermined APSS days:

- a) When the HCP takes three (3) or more consecutive undetermined APSS days, she must provide written notice to the parents at least thirty (30) days in advance, indicating the dates on which the days will be taken, except in unforeseen circumstances;
- b) In all other cases, the HCP must provide written notice to the parents at least fifteen (15) days in advance, indicating the dates on which the days will be taken, except in unforeseen circumstances.

**Withholding for APSS days**

13.11 HCPs can build a reserve using the allowance they receive for APSS days under clause 12.05.

13.12 The HCP can choose no withholding or a withholding corresponding to 10% of the subsidy amount.

HCPs who want withholding must let the Minister<sup>13</sup> know in writing thirty (30) days before the new Reference Year. The previous year's choice shall be the default.

Newly recognized HCPs must let the Minister know their choice in writing when they obtain their recognition. By default, no withholding will be taken.

13.13 The amount of the withholding for APSS days, whether predetermined or undetermined, is calculated, as applicable, during the current Reference Year for the APSS for the following Reference Year. The withholding corresponds to the following:

Period	Amount of withholding
As of April 1, 2019	\$3.08
As of April 1, 2020	\$3.08
As of April 1, 2021	\$3.12
As of April 1, 2022	\$3.13

13.14 On April 1 of each Reference Year, the total amount of withholding taken during the previous Reference Year is distributed to the HCP, according to the provisions of clauses 13.15 and 13.17.

**Payment of compensation for predetermined APSS days**

13.15 Payment of compensation for each predetermined APSS day shall be made on the predetermined day and taken from the withholding for the previous Reference Year in accordance with clause 13.13.

13.16 The amount of the compensation payment for each predetermined APSS day shall correspond, as applicable, to the Subsidy amount set out in clause 12.08 for

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<sup>13</sup> The Minister may delegate this administrative task, but shall retain responsibility for it.

the current Reference Year, from which the withholding set out in clause 13.13 for the same period shall be deducted.

### **Payment of balance of amounts withheld for APSS days**

- 13.17 The balance of amounts withheld during the previous Reference Year pursuant to clause 13.13 is paid out in entirety once a year when the first Subsidy payment is made in June, after deducting the compensation amount for predetermined APSS days set out in clause 13.14 for the current Reference Year.
- 13.18 When an HCP ceases to be covered by the Agreement, regardless of the reason, the amounts withheld for APSS days will be paid back within thirty (30) days.
- 13.19 When an HCP's recognition is suspended for more than thirty (30) days, regardless of the reason, the amounts withheld for APSS days will be paid back within thirty (30) days of the HCP submitting a request in writing.
- 13.20 When an HCP changes service areas, the amounts withheld for APSS days will be paid back within thirty (30) days of ceasing operation in the original area.

## **ARTICLE 14 TERMS AND CONDITIONS OF ADDITIONAL FINANCIAL COMPENSATION**

### **Additional financial compensation for educational planning**

- 14.01 Starting on April 1, 2021, the HCP shall receive financial compensation per day of occupancy per child for educational planning. This shall be equivalent to two (2) days of occupancy per Reference Year.

The HCP shall not be obliged to close the home childcare service on those days.

### **Additional financial compensation for personal situations**

- 14.02 Starting on April 1, 2021, the HCP shall receive financial compensation per day of occupancy per child for personal situations. This shall be equivalent to one (1) day of occupancy per Reference Year.

The HCP shall not be obliged to close the home childcare service on that day.

## **ARTICLE 15 UNSUBSIDIZED NON-SERVICE DAY OR WITH POSSIBILITY OF REPLACEMENT**

- 15.01 The HCP shall be entitled to an unsubsidized non-service day in the circumstances set out below.

### **Family or parental reasons**

- a) When the HCP is required to be present with her child, spouse, spouse's child, father or mother, father's or mother's spouse, brother, sister or grandparent due to an illness or accident: up to twenty-four (24) months;
- b) When the HCP is required to be present for the care, health or education of her child or her spouse's child, or because of the state of health of her spouse, father, mother, brother, sister or one of her grandparents: up to ten (10) days per year.

## Tragic events

- c) When the HCP is required to be present with her minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities: up to twenty-four (24) months;
- d) When the death of the HCP's spouse or child occurs during or results directly from a criminal offence: up to twenty-four (24) months;
- e) If her minor child disappears: up to twenty-four (24) months. If the child is found before the expiry of that period of absence, it shall end on the 11<sup>th</sup> day that follows the day on which the child is found;
- f) If her spouse or child commits suicide: up to twenty-four (24) months.

15.02 To receive unsubsidized leave from service under this article, the HCP must send written notice along with proof to the Minister<sup>14</sup> within ten (10) days of the start of the leave. No notice or proof is required for an absence under clause 15.01 b).

Reopening of the HCP operation shall be subject to the conditions set out in sections 79.3 and 80 of the Regulation.

15.03 The HCP can obtain a replacement in accordance with the provisions of the Regulation under the circumstances identified above. The replacement must be included in the number of days used annually for occasional replacements as set out in section 81.1 of the Regulation.

## ARTICLE 16 NOTICE

16.01 When the Federation is required to send notice to the Minister, it shall use the following address:

Direction de la main-d'œuvre  
Ministère de la Famille  
c/o: Person in charge of applying the group agreement for HCPs  
600 Fullum St., Suite 7.00  
Montréal, Quebec H2K 4S7  
Fax: (514) 864-8092  
[Mesentente.rsq@mfa.gouv.qc.ca](mailto:Mesentente.rsq@mfa.gouv.qc.ca)

16.02 When the Minister is required to send notice to the Federation, it shall use the following address:

Fédération de la santé et des services sociaux (FSSS-CSN)  
1601 De Lorimier Ave.  
c/o: Person in charge of applying the group agreement for HCPs  
Montréal, Quebec H2K 4M5  
Fax: (514) 598-2223  
[fsss.rsq.mesentente@csn.qc.ca](mailto:fsss.rsq.mesentente@csn.qc.ca)

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<sup>14</sup> The Minister may delegate this administrative task, but shall retain responsibility for it.

## **ARTICLE 17 INTERPRETIVE CLAUSES**

- 17.01 Nullity of one clause of this Agreement shall not result in nullity of another clause or the entire Agreement.
- 17.02 The appendices and letters of agreement form an integral part of the Agreement, with the exception of the section entitled "Non-arbitratable matters excluded from the group agreement but included for information."
- 17.03 Use of the feminine gender includes the masculine unless the context indicates otherwise.

## **ARTICLE 18 RETROACTIVITY**

The HCP shall receive the following within ninety (90) days of the signature of this group agreement:

- an amount corresponding to the retroactive Subsidy adjustment amount set out in clause 12.08, in accordance with clause 12.10 a);
- an amount corresponding to the retroactive additional allowance adjustment amount set out in clause 12.12, in accordance with clause 12.10 a);
- an additional amount in accordance with clause 12.11.

## **ARTICLE 19 COMING INTO FORCE AND DURATION OF AGREEMENT**

- 19.01 The Agreement shall come into force on the signing date and shall end on March 31, 2023.
- 19.02 However, the conditions set out in the Agreement shall continue to apply until a new agreement is signed.

### **Amendments to Agreement**

- 19.03 This Agreement cannot be modified except by terms of a written instrument duly ratified by each of the parties.
- 19.04 Any 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 pursuant to section 46 of the Act respecting representation.

### **Distribution of Agreement**

- 19.05 The Agreement will be accessible on the Ministry website.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON**  
\_\_\_\_\_, 2020.

**THE MINISTER OF FAMILY**

Per:



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Mathieu Lacombe

## THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN

Per:

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Lucie Longchamps  
Vice-President, FSSS-CSN

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Karine Morisseau  
Representative for the home childcare  
provider (HCP) sector, FSSS-CSN

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Marilyn Potvin  
Bargaining committee member, FSSS-  
CSN

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Sylvie Gobeille  
Bargaining committee member, FSSS-  
CSN

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Claude Bosset  
Union advisor, spokesperson for the  
bargaining committee, FSSS-CSN

### APPENDIX 1 LETTER OF AGREEMENT ON LEAVE FOR ASSOCIATION ACTIVITIES

If the Federation represents more than 5,000 HCPs according to the recognitions granted by the Administrative Labour Tribunal, the following provisions shall apply instead of those provided in clauses 6.06 to 6.09 of the Agreement:

- 6.06 For an HCP to obtain fixed-term leave, the Association representative must send the Minister the notice of leave provided in Appendix 3 within the following time frame:
- a) at least three (3) days prior to the start of the fixed-term leave if the leave does not result in complete interruption of service.
  - b) at least fifteen (15) days prior to the start of the fixed-term leave if the leave results in complete interruption of service, with a copy to the parents with the same notice.
- 6.07 Fixed-term leave as provided in clause 6.06 shall allow an HCP to take leave for a maximum of fifty (50) days of service per Reference Year. Of those fifty (50) days, a maximum of eight (8) days can be taken per month. Of those eight (8) days, a maximum of three (3) days can be taken consecutively only one (1) time per month. Under no circumstances can the HCP be away for more than three (3) consecutive days.
- 6.08 Fixed-term leave as provided in clause 6.06 shall allow a maximum of two (2) members of the executive per Association to take leave for a maximum of one hundred (100) days of service per Reference Year. Of those one hundred (100)

days, a maximum of twelve (12) days can be taken per month. Of those twelve (12) days, a maximum of three (3) days can be taken consecutively no more than two (2) times per month. Under no circumstances can the HCP be away for more than three (3) consecutive days.

The Federation shall inform the Minister of the names of members of the executive taking leave under this clause.

An executive member who takes this leave cannot take the leave provided under clause 6.07.

An HCP who is or becomes a member of the executive cannot take leave for more than one hundred (100) days per Reference Year when taking the leave provided under clauses 6.07 and 6.08.

- 6.09.a The maximum number of days that may be taken monthly or consecutively, as set out in clauses 6.07 and 6.08, does not apply during the periods set out section 10 of the Act respecting representation, paragraphs 3, 4 and 5.
- 6.09.b Fixed-term leave as provided in clause 6.06 shall allow an Association delegate to take leave for a maximum of thirty-six (36) days of service per Reference Year to participate in official meetings of the CSN, Federation and central council. Of those thirty-six (36) days, a maximum of twelve (12) days can be taken per month. Of those twelve (12) days, a maximum of three (3) days can be taken consecutively no more than two (2) times per month. Under no circumstances can the HCP be away for more than three (3) consecutive days.

**APPENDIX 2 LETTER OF AGREEMENT ON CONTINUOUS TRAINING AND PROFESSIONAL DEVELOPMENT**

**BETWEEN** **THE MINISTER OF FAMILY**, for and on behalf of the government of Quebec, represented herein by Mathieu Lacombe, Minister,  
**hereafter "the Minister"**

**AND** **THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)**, legal person duly constituted under the *Professional Syndicates Act* (CQLR, c S-40), having its head office at 9405 Sherbrooke St. East, Montréal, Quebec H1L 6P3, represented by Sonia Éthier, President,  
**hereafter "the CSQ"**

**AND** **THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN**, legal person duly constituted under the *Professional Syndicates Act* (CQLR, c S-40), having its head office at 1601 De Lorimier Avenue, Montréal, Quebec H2K 4M5, represented by Lucie Longchamps, Vice-President,  
**hereafter "the Federation"**

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**PREAMBLE**

**WHEREAS** the Minister entered into a group agreement with the CSQ on \_\_\_\_\_.

**WHEREAS** the Minister entered into a group agreement with the Federation on \_\_\_\_\_.

**WHEREAS** under the terms of these group agreements, the parties have agreed to this letter of agreement (hereafter the "LOA").

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble shall form an integral part of this agreement.

## **Purpose**

2. A Committee is established for the continuous training and professional development for home childcare providers (HCPs) to improve the availability of training.

## **Goal**

3. To foster the continuous training and professional development of HCPs' skills in order to help them comply with the professional development requirements set out in section 59 of the Regulation, i.e.:
  - a) The role of the home childcare provider;
  - b) Child development;
  - c) Safety, health and diet; and
  - d) The early childhood educational program provided for in the *Educational Childcare Act*.
4. This agreement does not include the initial forty-five (45) hours of training set out in section 57 of the Regulation.

## **Committee mandate**

5. To identify, assess and prioritize the specific continuous training and professional development needs of HCPs and establish the necessary amount for this using the means the Committee deems appropriate.
6. To define annual directions on which to focus.
7. To identify specific projects aiming to address the specific continuous training and professional development needs prioritized by the Committee.
8. To retain the external resources necessary to develop and implement projects identified by the Committee.
9. To identify the sums necessary from the budget to accomplish the Committee's mandate as well as for its operation, including travel expenses incurred by members as part of their duties on the Committee.

## **Committee composition**

10. To sit 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 made up of nine (9) members. Of those, five (5) shall be appointed by the Minister, three (3) by the Union Central and one (1) by the Federation.

## **Operation and decision-making process**

12. The Committee shall determine its own operating rules and procedures.
13. The Committee shall adopt a code of ethics that includes confidentiality rules.
14. The Committee chair is appointed by the Minister.

15. Notwithstanding Article 5, the Minister shall determine the number of outside resources required to accomplish the Committee's mandate. The Minister shall also determine the costs allocated to such resources from the Committee budget.

### **Funding**

16. The sums allocated are aimed at improving the availability of training and refresher training for HCPs in order to meet specific needs prioritized by the Committee.
17. On April 1 each year, the Minister shall allocate to the Committee the amount of two (2) million dollars.
18. Starting on April 1, 2021 and on April 1 of each year thereafter, the balance of the account, up to a maximum of \$85 per HCP who is recognized and represented in accordance with the Act respecting representation in the form of an allowance, shall be deposited for their participation in training and refresher training activities as provided by section 59 of the Regulation.

### **Accountability**

19. On May 1 and October 30 each year, the Minister will report on the expenditures made to apply the Committee's decisions.

### **Duration**

20. This LOA shall remain in force for the entire duration of the group agreements.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON**  
\_\_\_\_\_, **2020.**

**THE MINISTER OF FAMILY**

Per:

\_\_\_\_\_  
Mathieu Lacombe

**THE FÉDÉRATION DE LA SANTÉ ET  
DES SERVICES SOCIAUX – CSN**

\_\_\_\_\_  
Lucie Longchamps  
Vice-President, FSSS-CSN

**THE CENTRALE DES SYNDICATS  
DU QUÉBEC (CSQ)**

\_\_\_\_\_  
Sonia Éthier  
President, CSQ

**APPENDIX 3 NOTICE OF LEAVE FOR ASSOCIATION ACTIVITIES**

**NAME OF REPRESENTING ASSOCIATION:**

**IDENTIFICATION OF HOME CHILDCARE PROVIDER**

**Name of home childcare provider:**

**Address:**

**Phone:** \_\_\_\_\_ **Fax (if applicable):** \_\_\_\_\_

**Email:**

**Coordinating office:**

**Coordinating office email:**

**Name of representing association representative:**

**Address:**

**Phone:** \_\_\_\_\_ **Fax (if applicable):** \_\_\_\_\_

**Email:**

**TYPE OF LEAVE**


**Indefinite leave**


Indefinite leave for a home childcare provider pursuant to clause 6.01 starting \_\_\_\_\_ (copy to the coordinating office)


**Types of fixed-term leave**

- a) Leave for a home childcare provider pursuant to clause 6.07 (maximum 50 days)
- b) Leave for a member of the executive pursuant to clause 6.08 (maximum 100 days)
- c) Leave for home childcare providers for a function within the CSN, the Federation or the central council under clause 6.08 (unlimited number of days for a maximum of four home childcare providers)
- d) Leave for a delegate under clause 6.09 (maximum 36 days)

**Dates covered by the fixed-term leave notice and home childcare service status (closed: c, open with replacement: r)**

Date (dd/mm/yy)	Type	Stat us	
			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	Stat us	
			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	Stat us	
			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"/>

Home childcare provider signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION RESERVED FOR THE MINISTER**

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

Date of receipt of notice: \_\_\_\_\_

COPIES: 1- MINISTÈRE DE LA FAMILLE

2- FSSS-CSN

[mesentente.rsg@mfa.gouv.qc.ca](mailto:mesentente.rsg@mfa.gouv.qc.ca) Email: mesentente.rsg@mfa.gouv.qc.ca  
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Fax: (514) 864-8092 Fax: (514) 598-2223

**APPENDIX 4 NOTICE OF DISAGREEMENT**

INDIVIDUAL:  COLLECTIVE:  ASSOCIATION:

NAME OF REPRESENTING ASSOCIATION:

NOTICE OF DISAGREEMENT REFERENCE NUMBER: CSN- -

**IDENTIFICATION OF INJURED PARTY**

Name of home childcare provider\*:

Address:

Phone: Fax (if applicable):

Email:

Coordinating office:

*\* For a collective disagreement not covering all home childcare providers in the coordinating office's service area, attach a list of home childcare providers covered (names and contact information).*

Name of representing association representative:

Address:

Phone: Fax (if applicable):

Email:

**1- BRIEF DESCRIPTION OF FACTS BEHIND THE DISAGREEMENT**

**2- CORRECTIVE ACTION REQUESTED**

**3- MAIN LEGAL PROVISIONS CITED (Act, regulation, group agreement or other)**

**4- AUTHOR'S SIGNATURE**

Signed at \_\_\_\_\_ on \_\_\_\_\_

X

Name of notice author:

COPIES: 1- **MINISTÈRE DE LA FAMILLE** 2- **FSSS-CSN**  
[mesentente.rsg@mfa.gouv.qc.ca](mailto:mesentente.rsg@mfa.gouv.qc.ca) Email: mesentente.rsg@mfa.gouv.qc.ca  
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Fax: (514) 864-8092 Fax: (514) 598-2223



## APPENDIX 5 LOCATIONS OF ARBITRATION AND MEDIATION SESSIONS

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

**APPENDIX 6 BREAKDOWN OF SUBSIDY PER DAY OF OCCUPANCY**

Period	Basic allowance for children aged 59 months or less	Allowance for APSS days	Additional financial compensation for three days	Compensation for social protection measures <sup>1</sup>	Subsidy amount
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

<sup>1</sup> - 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%

## APPENDIX 7 LIST OF ASSOCIATIONS

	<b>Syndicate name</b>	<b>Recognition #</b>
1	Syndicat des responsables de service de garde en milieu familial du Domaine-du-Roy - CSN	RG-2001-0706
2		RG-2001-2137
3	Syndicat des responsables de service de garde en milieu familial des Îles-de-la-Madeleine - CSN	RG-2001-0777
4	Syndicat des responsables de service de garde en milieu familial de la Montérégie - CSN	RG-2001-0762
5		RG-2001-0763
6		RG-2001-4661
7	Syndicat des responsables de garde en milieu familial Des Premiers pas - CSN	RG-2001-1243
8	Syndicat des responsables de garde en milieu familial de l'Estrie - CSN	RG-2001-2179
9	Syndicat des responsables de service de garde en milieu familial des Laurentides - CSN	RG-2001-1239
10		RG-2001-0746
11	Syndicat des éducatrices et éducateurs en milieu familial de la région de Portneuf - CSN	RG-2001-0795
12	Syndicat des responsables de service de garde en milieu familial L'Éveil de la nature et de La Petite Nation - CSN	RG-2001-0735
13		RG-2001-2483
14	Syndicat des responsables de service de garde en milieu familial de la région de Rimouski (CSN)	RG-2001-4673
15	Syndicat des éducatrices et éducateurs en milieu familial de la région de Québec - CSN	RG-2001-0800
16	Syndicat des responsables de service de garde en milieu familial de la MRC de Bonaventure - CSN	RG-2001-0793
17	Syndicat des responsables de service de garde en milieu familial de la MRC d'Avignon - CSN	RG-2001-0859
18	Syndicat des responsables de service de garde en milieu familial du Saguenay-Lac-Saint-jean - CSN	RG-2001-0695
19	Syndicat des responsables de services de garde de La Matapédia (CSN)	RG-2001-0799
20	Syndicat des travailleuses et travailleurs du Centre de la petite enfance des p'tits maringouins - CSN	RG-2001-0718
21	Syndicat des travailleuses de garde en milieu familial Aux portes du matin - CSN	RG-2001-0742
22	Syndicat des travailleuses de garde en milieu familial de Lanaudière - CSN	RG-2001-0732
23	Syndicat des responsables des services éducatifs à l'enfance Ahuntsic - Villeray - Petite Patrie - CSN	RG-2001-6474
24		RG-2001-5436
25	Syndicat des responsables de service de garde en milieu familial du BC Joie de Vivre - CSN	RG-2001-5428
26	Syndicat des éducatrices et éducateurs en milieu familial de Beauport - CSN	RG-2001-5466
27	Syndicat des éducatrices et éducateurs en milieu familial de Sainte- Marie- CSN	RG-2001-5464
28	Syndicat des responsables de service de garde en milieu familial de la Pointe-de-l'Île - CSN	RG-2001-5562
29		RG-2001-5626
30	Syndicat des responsables en service de garde en milieu familial de Montréal-Est - CSN	RG-2001-5560
31		RG-2001-5689
32		RG-2001-5561

33	Syndicat des responsables de service de garde en milieu familial de Force Vive - CSN	RG-2001-5616
34	Syndicat des responsables en service de garde en milieu familial de	RG-2001-5709
35	Montréal-Nord et St-Michel - CSN	RG-2001-5708
36	Syndicat des responsables de services de garde en milieu familial de Familigarde - CSN	RG-2001-5714
37	Syndicat des responsables de service de garde en milieu familial des Maisons Enjouées - CSN	RG-2002-0496
38	Syndicat des responsables en service de garde du BC Vos Tout-Petits - CSN	RG-2002-0507

**NON-ARBITRATABLE MATTERS NOT COVERED BY THE  
GROUP AGREEMENT BUT PROVIDED FOR INFORMATION**

## **Group Insurance Plan**

The Federation may introduce a group insurance plan and shall have sole responsibility for selecting the insurance company, features, terms and conditions and administration thereof.

## NATIONAL COMMITTEE ON ISSUES IN HOME CHILDCARE

### Mandate

To enable the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) and the home childcare coordinating offices (coordinating offices) to express their views on the major issues in home childcare that are national in scope and to propose possible solutions.

### Committee composition

- Assistant Deputy Minister in charge of the Sous-ministériat du soutien à la qualité des services de garde éducatifs à l'enfance, ministère de la Famille (hereafter the "Ministry") – Chairperson;
- Director of the Ministry's Direction des normes de qualité et d'accessibilité des services;
- Director of the Ministry's Direction de la main-d'œuvre;
- Two (2) representatives designated by the coordinating offices' advisory committee<sup>15</sup> (hereafter the "coordinating office representatives");
- Two (2) representatives and one (1) union advisor from the FSSS-CSN.

### Objectives

- To discuss issues in home childcare;
- To discuss planned solutions to the issues addressed;
- To consult with the FSSS-CSN and coordinating office representatives on the Ministry's development of administrative guides dealing with home childcare;
- To assess the dispute settlement process for the *Educational Childcare Act* and its regulations on an annual basis;
- To discuss any other topic of national scope agreed on by the committee.

### Terms and conditions of meetings

The committee shall meet two (2) times per year. The first meeting shall take place within three (3) months of signing of the group agreement.

The FSSS-CSN shall send the Ministry the list of topics it wishes to discuss thirty (30) days before the meeting. If this list is not sent, the meeting shall be postponed.

Following each of the committee meetings, the Ministry shall produce and send minutes to the participants.

### Operation

The Committee shall determine its own operating rules and procedures.

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<sup>15</sup> This advisory committee exists pursuant to section 124.1 of the *Educational Childcare Act*.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON**  
\_\_\_\_\_, 2020.

**THE MINISTER OF FAMILY**

Per:

---

Mathieu Lacombe

**THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN**

Per:

---

Lucie Longchamps  
Vice-President, FSSS-CSN



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

## **Mandate**

The National Committee on the Application of the Educational Childcare Act and its Regulations (hereafter the "Committee") will enable the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) to discuss difficulties in applying the *Educational Childcare Act* ("ECA"), as well as associated regulations, directives and instructions (hereafter "the ECA and its regulations") in order to obtain interpretations from the ministère de la Famille (the "Ministry") and to standardize practices in the home childcare sector.

## **Committee composition**

- Two (2) professionals from the Ministry's directorates responsible for interpreting the ECA and its regulations;
- One (1) professional from the Ministry's Direction de la main-d'œuvre;
- Two (2) representatives and one (1) union advisor from the FSSS-CSN.

## **Objectives**

- To discuss differences of interpretation arising as part of the application of the ECA and its regulations by home childcare coordinating offices;
- To enable the FSSS-CSN to assert its views regarding the interpretation of the ECA and its regulations;
- To enable the Ministry to adopt and disseminate directions regarding interpretation of the ECA and its regulations.

## **Terms and conditions of meetings**

The committee shall meet four (4) times a year. An initial meeting shall take place within three (3) months of signing of the group agreement.

The FSSS-CSN shall send the Ministry the list of topics it wishes to discuss fifteen (15) days before the meeting. If the list is not sent by the FSSS-CSN, the meeting will be postponed.

Issues of national scope (e.g.: issues related to a regulatory amendment) cannot be handled by the Committee. They must be referred to the National Committee on Issues in Home Childcare.

Following each of the committee's meetings, the Ministry shall produce and send minutes to the FSSS-CSN.

## **Operation**

The Committee shall determine its own operating rules and procedures.

## **Results**

The directions and interpretations stemming from the Committee's discussions shall be the sole responsibility of the Ministry and cannot be contested via a Dispute.<sup>16</sup>

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<sup>16</sup> Dispute settlement procedure regarding the Educational Childcare Act and its regulations.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON**  
\_\_\_\_\_, 2020.

**THE MINISTER OF FAMILY**

Per:

\_\_\_\_\_  
Mathieu Lacombe

**THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN**

Per:

\_\_\_\_\_  
Lucie Longchamps  
Vice-President, FSSS-CSN

**LETTER OF AGREEMENT ON THE DISPUTE SETTLEMENT PROCEDURE  
REGARDING THE EDUCATIONAL CHILDCARE ACT AND ITS  
REGULATIONS**

**BETWEEN** **THE MINISTER OF FAMILY**, for and on behalf of the government of Quebec, represented herein by Mathieu Lacombe, Minister,  
**hereafter "the Minister"**

**AND** **THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN**, legal person duly constituted pursuant to the *Professional Syndicates Act* (CQLR, c S-40), having its head office at 1601 De Lorimier Avenue, Montréal, Quebec H2K 4M5, represented by Lucie Longchamps, Vice-President,  
**hereafter "the Federation"**

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**PREAMBLE**

**WHEREAS** the Minister entered into a group agreement with the Federation on \_\_\_\_\_ 2020.

**WHEREAS** the parties to this letter of agreement (hereafter "the LOA") have agreed to set up a dispute settlement procedure regarding application of the *Educational Childcare Act* (hereafter "the ECA") and its regulations;

**WHEREAS** the procedure is aimed at providing a formal method of handling disputes with respect to the application of the ECA and its regulations that may arise between home childcare providers (hereafter "HCPs") and home childcare coordinating offices (hereafter "coordinating offices");

**WHEREAS** the HCPs are entitled to respect for their status as self-employed workers providing services under the conditions set out in the ECA;

**WHEREAS** the HCPs provide home childcare in a private residence;

**WHEREAS** the coordinating offices must act out of respect for the HCPs' status as self-employed workers providing services under the conditions set out in the ECA;

**WHEREAS** the coordinating offices must act in accordance with the Minister's directives and instructions;

**WHEREAS** the LOA does not restrict or modify the ECA and its regulations;

**WHEREAS** the LOA is a non-arbitratable matter that is not covered by the group agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The preamble shall form an integral part of the LOA.

**Objectives**

2. To provide a formal process (hereafter referred to as "the Settlement Procedure") for HCPs and coordinating offices to consult the ministère de la Famille (hereafter the "Ministry") and a revisor, as the case may be, for the purposes of settling disputes related to application of the ECA and its regulations, including decisions made by coordinating offices regarding the subsidy.<sup>17</sup>
3. To enable HCPs and coordinating offices to make their views known and assert their viewpoints regarding a dispute.
4. To harmonize the practices of coordinating offices.
5. To allow the Ministry to clarify and communicate its position to the parties as set out in paragraph 7.
6. To enable the parties, as applicable, to submit their dispute to an impartial and independent external revisor.

**Right to submit a dispute settlement request to the Ministry**

7. The parties that may file a dispute settlement request pursuant to this LOA are:
  - a) the Association or the Federation on behalf of an HCP;
  - b) a coordinating office.

**Eligibility criteria**

8. To be deemed eligible by the secretariat in charge of the Settlement Procedure (hereafter "the Secretariat"), a dispute settlement request must:
  - a) apply to a single HCP; and
  - b) follow up on a notice of violation of the ECA and its regulations issued by a coordinating office or a decision made by a coordinating office regarding the subsidy; and
  - c) be sent using a means whereby receipt can be acknowledged using the form provided for that purpose within one hundred eighty (180) days of the incident.

**Procedure steps**

9. A dispute settlement request is addressed to both the Ministry and the other party named in the dispute settlement request at the same time on the form provided for that purpose. The party filing the request must specify the reasons behind the request and the desired outcome. All information and, where applicable, all documents necessary to examine the situation must be appended to the request.

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<sup>17</sup> For the purposes of this Letter of Agreement, the term "Subsidy" includes additional allowances.

10. The other party named in the dispute must send its observations to the Ministry and the party that filed the dispute using the form provided for that purpose and attach all documents necessary to support its response within twenty (20) days of receiving the dispute settlement request. If it does not produce its observations within the allotted time, the party is deemed to have waived its right to provide observations.
11. The party that filed the dispute then has the right to reply within ten (10) days of receiving the other party's observations. To do so, it must use the form provided for that purpose and attach all documents necessary to support its reply. If it does not produce its reply within the allotted time, the party is deemed to have waived its right to reply. Where applicable, the other party may also produce a petition within the same timeframe and according to the same terms and conditions.
12. Within thirty (30) days of expiry of the time limits identified in paragraph 11, the Ministry shall analyze the dispute and therefore to that end:
  - a) it may communicate with the parties to enable them to present their respective positions, attempt to settle the dispute and, where applicable, ratify the agreement established between the parties;
  - b) If it cannot resolve the dispute, the Ministry shall communicate its position in writing. The position must establish reasons and set out the positions of both parties. The Ministry's position is enforceable and must be applied by the parties on the expiry of the review period of fifteen (15) days, unless a request for review is submitted by either of the parties.
13. The parties shall apply the Ministry's position or the agreement established between the parties, as the case may be. Failing this, the Minister may exercise the powers granted by the ECA to enforce implementation.

### **Review of the Ministry's position**

14. Within fifteen (15) days of disclosure of the Ministry's position to the parties, either party may submit a request for review of the Ministry's position in writing to the Secretariat using the form provided for that purpose, so that it may be examined by an independent reviewer designated by the Minister. A copy of the review request shall be sent to the other party. Receipt of such a request shall suspend execution of the Ministry's position.

### **Reviewer's mandate**

15. The reviewer shall have forty (40) days starting from the date the review request is received by the Secretariat to analyze the dispute on file and present its recommendations in writing to the Ministry and the parties. The reviewer may contact the parties by phone to obtain their comments.
16. The reviewer shall issue recommendations to the parties regarding settlement of the dispute regarding application of the ECA and its regulations following examination of a request to review the Ministry's position. Where deemed necessary, the reviewer may also make suggestions to the Minister.
17. The reviewer shall carry out his or her mandate in complete impartiality, openness, fairness and in compliance with the ECA. He or she shall take into account the specific facts of each of the disputes. The reviewer may not be employed by the Ministry, a coordinating office or the CSN.
18. The parties shall apply the reviewer's recommendations, failing which, the Minister may exercise the powers granted by the ECA to enforce implementation.

19. The Ministry shall provide the Federation with the reviewers' names ninety (90) days following signature of the Agreement.

**Time limits**

20. The time limits identified herein refer to business days; weekends and predetermined subsidized days off (APSS) are not included.

21. The parties may ask the Ministry to reduce the time limits when the coordinating office or HCP represented by the Association, FSSS or CSN is in danger of suffering significant short-term harm. In that case, the coordinating office may set a shorter time limit that those set out in paragraphs 10 and 12 in order to issue a ministerial position. The Ministry may also propose an interim measure to the parties. The Ministry may require the parties to send all information and documents useful for analyzing the dispute settlement request within a time limit that it shall set.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON**  
\_\_\_\_\_, 2020.

**THE MINISTER OF FAMILY**

Per:

\_\_\_\_\_  
Mathieu Lacombe

**THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN**

Per:

\_\_\_\_\_  
Lucie Longchamps  
Vice-President, FSSS-CSN

**LETTER OF AGREEMENT REGARDING EXTENSION OF THE WORK OF THE  
COMMITTEE IN CHARGE OF ANALYZING THE ANNUAL INCOME FOR  
HOME CHILDCARE PROVIDERS IN ACCORDANCE WITH THE ACT  
RESPECTING REPRESENTATION**

**BETWEEN**

**THE MINISTER OF FAMILY**, for and on behalf of  
the government of Quebec, represented herein by  
Mathieu Lacombe, Minister,

**hereafter "the Minister"**

**AND**

**THE FÉDÉRATION DE LA SANTÉ ET DES  
SERVICES SOCIAUX – CSN**, legal person duly  
constituted pursuant to the Professional Syndicates  
Act (CQLR, c S-40), having its head office at 1601  
De Lorimier Avenue, Montréal, Quebec H2K 4M5,  
represented by Lucie Longchamps, vice-president,

**hereafter "the Federation"**

---

**PREAMBLE**

**Whereas** the parties wish to enter into a negotiated agreement regarding working conditions for the period of April 1, 2019 to March 31, 2023;

**Whereas** the parties began negotiations in March 2019;

**Whereas** the negotiations stalled on the matter of readjustment of the HCP subsidy amount in connection with section 32 of the *Act respecting the representation of certain home childcare providers and the negotiation process for their group agreements* (hereafter the "Act respecting representation");

**Whereas** the parties agreed, during the negotiations leading to the group agreement ending March 31, 2019, on the *Letter of Agreement regarding the establishment of a committee in charge of analyzing the annual income of home childcare providers in accordance with the Act respecting representation* (hereafter "the Committee");

**Whereas** the parties wish to extend the work of the Committee;

**Whereas** the parties wish to modify the composition of the Committee;

**Whereas** home childcare providers ("HCPs") are self-employed workers pursuant to the *Educational Childcare Act*;

**Whereas** the Act respecting representation stipulates that in negotiations leading to establishment of the subsidy the parties shall determine funding that ensures that the net income from operation of a home childcare service by the HCP for a full service load

shall be equitable to the annual salary of those who carry out analogous activities, by assessing, among other things, the number of days worked;

**Whereas** a full service load corresponds to six (6) subsidized spaces for children aged 59 months or less, for the maximum number of days of annual occupancy set out in clause 12.06 of the group agreement;

**Whereas** educational childcare is considered a related sector of activity;

**Whereas** the comparable job agreed on by the parties is that of a level 1 non-qualified educator working in a childcare centre (hereafter "analogous job");

**Whereas** this letter of agreement is a non-arbitratable matter that is not covered by the group agreement;

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

1. To reactivate the work of the Committee no later than January 1, 2021.
2. The Committee's mandate is to analyze the information and comparative elements of the annual income of an HCP and a similar job in accordance with section 32 of the Act respecting representation, notably by taking the following into account:
  - 2.1. Reasonable operating expenses necessary to run a home childcare operation with a full service load;
  - 2.2. The basic contribution received by the HCP;
  - 2.3. Benefits enjoyed by the HCP under any other Act.

### **COMMITTEE COMPOSITION AND OPERATING PROCEDURES**

3. The Committee shall be made up of six (6) members. Of those, three (3) shall be appointed by the government of Quebec and three (3) shall be appointed by the Federation. The individuals thus appointed shall have professional expertise relevant to the nature of the Committee's mandate.
4. The parties may replace their respective members or, as needed and at their own expense, retain resources they deem appropriate to the furtherance of the work.
5. Either party may at any time call on the mediation service of the ministère du Travail to support the Committee members in doing the Committee's work.
6. The Committee shall determine its own operating rules and procedures. Generally speaking, the Committee members shall exchange documentation that they deem relevant and shall cooperate on the work.

### **REPORTS AND APPLICATION OF RECOMMENDATIONS**

7. The Committee shall present a report, joint or not, on the results of the work to the negotiating parties no later than September 30, 2021.
8. Should the Committee members be unable to produce a joint report, the FSSS-CSN shall present its report to the National Committee on Issues in Home Childcare no later than November 30, 2021.



9. After agreeing on funding comparable to the remuneration for an analogous job, the parties shall negotiate the terms and conditions of adjustment of the funding, as applicable, as well as the periods of application of the adjustment taking into account the economic context and the status of Quebec's public finances. Where applicable, the terms and conditions of adjustment shall take effect April 1, 2022.
10. The parties agree that the 2.00% adjustment granted on April 1, 2019 must be subtracted from any adjustment that may arise pursuant to this letter of agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON**  
\_\_\_\_\_, 2020.

**THE MINISTER OF FAMILY**

Per:

\_\_\_\_\_  
Mathieu Lacombe

**THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX – CSN**

Per:

\_\_\_\_\_  
Lucie Longchamps  
Vice-President, FSSS-CSN