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Human Resources Policy

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Introduction

The purpose of the *Policy concerning Human Resources* is to promote essential co-operation between all the parties responsible for the operations at the childcare centre and to ensure quality services for children and their parents.

The Policy is founded on balanced relations among parents, the board of directors, the centre director and staff.

In this document unless the context indicates otherwise, the feminine includes the masculine and vice versa.

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1. DEFINITIONS

- 1.1 **Centre** refers to the _____ **Child care Centre**
- 1.2 **Board of directors** refers to the centre's board of directors which has been empowered to make all decisions related to the non-profit corporation's purpose by virtue of "Part II—General By-laws" of the *Childcare Centre Parent Handbook*.
- 1.3 **Centre director** refers to the senior manager at the centre who is authorised by the board of directors to act on its behalf.
- 1.4 **Permanent employee** refers to any staff member who has successfully completed her probation period.
- 1.5 **Probationary employee** refers to any staff member who is in the process of completing her probation period.
- 1.6 **Temporary employee** refers to any staff member hired to deal with a temporary increase in work, to temporarily replace a permanent employee on leave, or to meet other administrative needs.
- 1.7 **Full-time position** refers to any position for which the usual number of working hours per week is equal to the standard workweek.
- 1.8 **Part-time position** refers to any position for which the usual number of working hours per week is less than the standard workweek. An employee whose working hours are occasionally equal to the standard workweek shall not be invested with the same rights as an employee holding a full-time position.
- 1.9 **Suspension** means banning from the exercise of duties for a period of time.
- 1.10 **Dismissal** means discharge at any time for proper and sufficient cause.
- 1.11 **Lay-off** means termination of employment of a staff member.
- 1.12 **Regulation** refers to the *Regulation respecting Childcare Centres* adopted in accordance with the *Act respecting Childcare Centres and Childcare Services* (R.S.Q., c. S-4.1).

2. SCOPE AND OBLIGATIONS

- 2.1** The Policy shall apply to all centre employees except the centre director.
- 2.2** Part-time employees shall acquire benefits in proportion to the number of hours of work completed as compared to the standard workweek.
- 2.3** Temporary employees replacing permanent employees shall be entitled to the same benefits as permanent employees in proportion to the number of hours of work completed as compared to the standard workweek, after six months of continuous service. For all other temporary employees, only the sections of the Policy that refer specifically to temporary employees shall apply to them.
- 2.4** The board of directors and its employees undertake to respect the Policy.
- 2.5** If a section or part of a section of the Policy is or should become void under the law, the nullity shall not render the whole Policy null.

3. RIGHT OF MANAGEMENT

The centre director has and shall retain all rights and privileges related to the efficient administration and control of current and future operations. These rights and privileges are only limited by restrictions defined in the Policy.

4. HIRING AND REASSIGNMENT

- 4.1** The centre director shall be responsible for co-ordinating selection of candidates to fill vacant positions, permanent and temporary.
- 4.2** The board of directors shall approve, by resolution, candidates to be hired.
- 4.3** A written contract for this purpose (Appendix III) shall be signed by the candidate and the centre director.
- 4.4** On signing the contract, the centre director shall deliver to the employee a copy of the Policy and inform the employee of the values on which program activities are based and of her expectations as relates to work.
- 4.5** Anyone hired for a permanent position shall be subject to a three-month probation period. At the end of the probation period, the employee's performance shall be assessed based on a grid (Appendix VI). If the assessment is positive, the board of directors may make the employee permanent.
- 4.6** Anyone hired for a temporary position may also be subject to a probation period set by the Board of Directors. Completion of this period shall not invest the employee with any additional privileges, namely permanent status.
- 4.7** Any vacancy that the board of directors decides to fill permanently or temporarily shall be posted for not less than five working days, internally and externally.
- 4.8** The board of directors shall try to fill vacancies internally first with a permanent employee and, subsequently with a temporary employee. If no employee with the proper qualifications applies for the position, the board of directors may fill the vacancy externally.
- 4.9** The board of directors shall, in so far as possible taking into consideration resources and the Regulation fill permanent positions that are temporarily vacant in order to maintain quality service for children without increasing immoderately the workload of other employees.

5. RESIGNATION AND LAY-OFF

- 5.1** Any employee who resigns shall notify the centre director, in writing, not less than 10 working days in advance.
- 5.2** The centre director shall notify any employee who is to be laid-off not less than 10 working days in advance.
- 5.3** If the centre must close completely or partially, permanently or temporarily due to an unforeseen event or an act of God, the written lay-off notice may be delivered five working days in advance, or less as dictated by circumstances.
- 5.4** The name of any permanent employee who has been laid-off shall be placed on the temporary employee list. Priority shall be given to such employees for temporary positions.
- 5.5** Notwithstanding subsection 5.4, for one year, priority shall be given to qualified, permanent employees who have been laid-off if the board of directors decides to fill a vacancy. The centre director shall send such job offers by registered mail.
- 5.6** On reception of a job offer, the qualified, permanent employee who has been laid-off shall have five working days to accept. Should the employee fail to accept the offer, it shall be understood that she has resigned.
- 5.7** Staff reduction shall be effected according to lowest seniority. Rehiring shall be effected according to highest seniority.
- 5.8** With respect to any case of separation, the board of directors shall deliver to the employee all money owing as well as a separation certificate at the end of the notice period.
- 5.9** With respect to subsection 5.1, if the employee does not respect the notice period, the centre nonetheless has 10 working days from the day of separation to deliver any money owing.

6. DISCIPLINARY ACTIONS

The centre director may warn, reprimand, suspend or dismiss an employee for proper and sufficient cause in accordance with the following provisions.

To appeal a warning, reprimand, suspension or dismissal, the employee shall, within five working days of receiving the written notice, submit to the board of directors a written request to have the decision reviewed.

6.1 Warning and reprimand

The centre director shall inform the employee and justify, in writing, any warning or reprimand which involves her.

6.2 Suspension

6.21 The centre director may, at any time and with good cause, suspend an employee without pay.

6.22 The centre director shall inform the employee and justify, in writing, any suspension.

6.3 Dismissal

6.31 The centre director may, at any time and with good cause, dismiss an employee. Except in cases of indictable offences, fraud or gross negligence, the employee shall only be dismissed after the above-mentioned disciplinary actions have failed to correct any problems.

6.32 The centre director shall inform the employee and justify, in writing, any dismissal.

7. SENIORITY

- 7.1** Seniority provisions shall apply to permanent employees holding either a full- or part-time position.
- 7.2** Seniority shall be the length of continuous service counted from commencement of employment.
- 7.3** Seniority shall be calculated in terms hours, days, months and years worked or paid.
- 7.4** Part-time employees shall acquire rights in proportion to the number of hours of work completed as compared to the standard workweek.
- 7.5** Employees may not accumulate more than one year of seniority within a calendar year.

7.6 Accumulation, retention and cancellation

7.61 Employees shall continue to accumulate seniority in the following situations:

- a) during a leave of absence made necessary by a work accident or an industrial disease recognized under the *Act respecting Industrial Accidents and Occupational Diseases* (R.S.Q., c. A-3.001);
- b) during maternity and parental leave.

7.62 Employees shall retain accumulated seniority through the following situations:

- a) During leave of not more than one year granted for occupational upgrading and approved beforehand by the centre director;
- b) During leave without pay totalling no more than 30 working days per year;
- c) During the 12 months following a lay-off.

7.63 Employees shall lose accumulated seniority in the following situations:

- a) On resigning;
- b) On dismissal;
- c) At the end of the 12-month period following a lay-off.

8. WORK SCHEDULE

- 8.1** The standard workweek for centre employees shall be ___ hours
- 8.2** Each employee's individual work schedule shall be set by the centre director. Work schedules shall be revised by the centre director in September to meet opening hours and required staff-children ratios.
- 8.3** If it becomes necessary to permanently modify a permanent employee's work schedule, the centre director shall inform the employee in writing not less than two weeks in advance.

The preceding paragraph shall not apply to temporary work schedule changes made necessary by unusual circumstances or to ensure a better use of resources. The centre director shall attempt to limit such changes as much as possible.

- 8.4** Full-time staff shall be entitled to a half an hour break with pay, per day, provided they remain on the centre premises and are available to help if needed.

Part-time staff who work more than five hours daily shall each be entitled to a half hour break per day provided they remain on the centre premises and are available to help if needed.

Childcare staff-children ratios set by regulation shall be respected even at mealtimes.

- 8.5** Centre staff shall be entitled to two paid coffee breaks daily. Childcare staff-children ratios set by regulation shall be respected.
- 8.6** Overtime shall only be payable for weekly work exceeding 37.5 hours.
- 8.7** Permanent employees who attend staff meetings called by the centre director (no more than three hours per month) shall be paid at their regular hourly wage rate.

- 8.8** Permanent childcare staff shall be entitled to five professional development days annually, of which at least one shall be taken as a group. A professional development day shall be 7.5 hours.

Each childcare staff member shall submit to the centre director a report on her professional development day activities.

9. JOB CLASSIFICATION AND WAGES

- 9.1** Employees shall be paid every other week based on their job classification and level (Appendix I). Refer to the pay scale included in Appendix II.
- 9.2** The centre shall pay employees every two weeks under normal circumstances. If the pay day falls on a statutory holiday, employees shall be paid the preceding working day.
- 9.3** Modifications to the pay scale may be proposed to the board of directors by employees at the board's first meeting every calendar year.

Changes not related to pay may be submitted to the board of directors by employees at any meeting of the board of directors.

10. GROUP INSURANCE

The centre shall pay employee's group insurance premiums for disability coverage, weekly and monthly.

11. ANNUAL LEAVE

- 11.1** The reference year for annual leave with pay is from January 1 to December 31.
- 11.2** Any employee who has six or less months of service at the end of the reference year shall be entitled to one day of annual leave for each month worked, up to a maximum of five days annual leave, to be taken during the normal annual vacation period.
- 11.3** Any employee who has between six and 12 months of service at the end of the reference year shall be entitled to one day of annual leave for each month worked, up to a maximum of 10 days annual leave, to be taken during the normal annual vacation period.
- 11.4** Any employee who has between 12 and 36 months of service at the end of the reference year shall be entitled to 15 days of annual leave or 6% of her wages for the reference year. If applicable, at least 10 days of annual leave shall be taken during the normal annual vacation period.
- 11.5** Any employee who has over 36 months of service at the end of the reference year shall be entitled to 20 days of annual leave or 8% of her wages for the reference year. If applicable, at least 15 days of annual leave shall be taken during the normal annual vacation period.
- 11.6** The period between May 30 and August 31 shall be designated the normal annual vacation period. Employees may be allowed to take annual leave outside this period if the centre director, taking into consideration available temporary employees, consents.

12. STATUTORY HOLIDAYS

- 12.1** Centre employees shall be entitled to the 12 statutory holidays provided for in "Part I— Rules of Internal Management" of the *Childcare Centre Parent Handbook*.
- 12.2** Every statutory holiday that falls on a Saturday or Sunday entitles employees to one day leave with pay which must be taken during the same calendar year, as determined with the centre director. If an employee takes anticipated leave and prior to the corresponding statutory holiday ceases to work for the centre, she shall reimburse the centre for that day's remuneration.
- 12.3** To be eligible for statutory holidays with pay, temporary employees shall have not less than 60 days continuous service and they shall not have been absent from work without authorisation or a valid reason the working day preceding or the day following the statutory holiday.

13. SICK LEAVE

- 13.1** At the beginning of each calendar year, the centre shall grant permanent employees nine days of sick leave. A day of sick leave shall be 7.5 hours. If an employee does not take all her sick leave within that calendar year, she may accumulate from year to year up to 20 days of sick leave.
- 13.2** Permanent employees with less than one year of service shall be entitled to one day of sick leave for every five weeks worked, up to a maximum of nine days of sick leave.
- 13.3** If a permanent employee takes more than three consecutive days of sick leave, she shall produce a medical certificate which attests that she is not fit to work.
- 13.4** Sick leave may not be converted into cash payments.

14. MATERNITY AND PARENTAL LEAVE

- 14.1** Permanent employees shall be entitled to maternity leave as provided for in the *Act respecting Labour Standards* (R.S.Q., c. N-1.1)
- 14.2** After taking maternity leave or maternal health risk leave, a permanent employee shall notify the centre director 20 working days prior to the end of her leave that she intends to resume work.
- 14.3** Permanent employees shall notify the centre director 20 working days beforehand that they intend to take parental leave.
- 14.4** At the end of her maternity leave, maternal health risk leave or parental leave, the centre director shall reintegrate a permanent employee into her regular position with the employee benefits to which she would have been entitled had she remained at work.
- 14.5** Following the birth or adoption of a child, if requested the centre director may grant an employee leave without pay for up to two years. The employee shall request the leave 20 working days beforehand and indicate the length of the leave.
- 14.6** A male employee shall also be entitled to parental leave in accordance with the *Act respecting Labour Standards*. If requested, the centre director may grant the employee leave without pay for up to two years according to the conditions stipulated in subsection 14.5.

15. SPECIAL LEAVE

15.1 Permanent employees shall be entitled to leave with pay in order to attend the funeral or marriage of a family member or for jury or witness duty.

15.2 Funeral

Relationship	Distance between place of work and place of funeral service		
	Up to 120 km	120 to 320 km	More than 320 km
Spouse, parent (adoptive parent), child, sibling, half-sibling, or spouse's child	3 days with pay	4 days	5 days
Grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law	1 day	2 days	3 days

15.3 Marriage

Relationship	Distance between place of work and marriage ceremony		
	Up to 120 km	120 to 320 km	More than 320 km
Parent (adoptive parent), child, sibling, half-sibling, or spouse's child	1 day	2 days	3 days
Mother-in-law, father-in-law, sister-in-law, brother-in-law or grandchild	1/2 day	1 day	2 days

Note: The day of the service or ceremony and its distance from the place of work shall be taken into account when determining the length of leave. The maximum leave for the funeral or marriage of a close relative as indicated in the charts shall include working and non-working days. Additional leave without pay may be granted by the centre director when necessary.

15.4 Jury or witness duty

With respect to an initial jury summons, the centre shall pay employees their regular salary.

With respect to actual jury or witness duty, the centre shall pay employees the portion of their salary not covered by the Court.

16. ASSESSMENT

16.1 Around the anniversary of the starting date of each permanent employee, her performance shall be assessed. The assessment shall take into consideration objectives determined by the board of directors.

16.2 The centre director shall conduct the assessment based on a grid (Appendix VI). The performance assessment shall be presented to the employee who after discussion shall sign the document to confirm she has read it. The employee may also record any comments on the page provided for this purpose. The board of directors shall approve the assessment in the absence of the staff representative who sits on the board.

17. OCCUPATIONAL UPGRADING

17.1 The centre recognises that its permanent employees should receive occupational upgrading. It therefore agrees to share with permanent employees the costs of occupational upgrading previously approved by the centre director.

Refer to Appendix IV Occupational Upgrading and Training Policy.

18. APPLICATION OF POLICY

18.1 The centre director undertakes to respect the *Policy concerning Human Resources*, based on an open mind and sound co-operation.

18.2 If a section or part of a section of the Policy is or should become void under the law, the nullity shall not render the whole Policy null.

18.3 Any ambiguity in interpretation of the Policy may be appealed by an employee to the centre director, verbally or in writing.

18.4 In such cases, the centre director shall study the problem and, as quickly as possible, inform the employee of her decision and justify it, in writing.

18.5 Questions that continue to be contentious may be tabled before the board of directors. Such an appeal should only be launched as a last resort.

19. REPRESENTATION

The centre considers staff participation in the non-profit corporation to be essential to smooth operations and development. For this purpose, it shall provide a seat on the board of directors for a staff representative.

20. GENERAL PROVISIONS

Employees shall notify the centre director at least one week in advance of any absence, subject to other provisions of the Policy, and give the reason for their absence.

21. ADOPTION AND REVISION OF THE POLICY

21.1 The attached appendices form an integral part of the Policy.

21.2 The Policy was adopted by the board of directors by Resolution No. _____, dated _____, and came into effect the same day.

21.3 The Policy shall be in effect at all times and may only be amended by resolution of the board of directors.

21.4 The Policy shall cancel and replace any other document related to work relations between the board of directors and employees at the centre.

Appendix I

Employee's wages are based on schooling and experience.

JOB CLASSIFICATION

Childcare staffs are classed in accordance with the following criteria:

Grade I	Attestation of college studies in childcare education techniques, attestation of college studies in Native children education or university certificate in childcare education. Diploma of college studies in childcare education techniques or a bachelor's degree in pre-school an elementary education.
Grade II	No certified training;

LEVEL

Each level of experience usually corresponds to one complete year of certified experience.

Appendix I

Salary Scales

Certified Educators

Echelon	April 2008	April 2009	April 2010	April 2011
1	\$ 22.66	\$ 23.51	\$ 23.91	\$ 24.33
2	\$ 23.39	\$ 24.27	\$ 24.68	\$ 25.10
3	\$ 24.13	\$ 25.04	\$ 25.47	\$ 25.89
4	\$ 24.86	\$ 25.79	\$ 26.23	\$ 26.72
5	\$ 25.65	\$ 26.60	\$ 27.07	\$ 27.56
6	\$ 26.47	\$ 27.47	\$ 27.94	\$ 28.44
7	\$ 27.30	\$ 28.33	\$ 28.82	\$ 29.34
8	\$ 28.17	\$ 29.23	\$ 29.73	\$ 30.25
9	\$ 29.09	\$ 30.18	\$ 30.70	\$ 31.24
10	\$ 30.01	\$ 31.15	\$ 31.68	\$ 32.23

Uncertified Educators

Echelon	April 2008	April 2009	April 2010	April 2011
1	\$ 20.01	\$ 20.77	\$ 21.13	\$ 21.48
2	\$ 20.66	\$ 21.44	\$ 21.81	\$ 22.18
3	\$ 21.30	\$ 22.11	\$ 22.50	\$ 22.88
4	\$ 21.94	\$ 22.76	\$ 23.15	\$ 23.57
5	\$ 22.66	\$ 23.51	\$ 23.91	\$ 24.33
6	\$ 23.39	\$ 24.27	\$ 24.68	\$ 25.10
7	\$ 24.13	\$ 25.04	\$ 25.47	\$ 25.89
8	\$ 24.86	\$ 25.79	\$ 26.23	\$ 26.72
9	\$ 25.65	\$ 26.60	\$ 27.07	\$ 27.56
10	\$ 26.47	\$ 27.47	\$ 27.94	\$ 28.44
11	\$ 27.30	\$ 28.33	\$ 28.82	\$ 29.34
12	\$ 28.17	\$ 29.23	\$ 29.73	\$ 30.25
13	\$ 29.09	\$ 30.18	\$ 30.70	\$ 31.24
14	\$ 30.01	\$ 31.15	\$ 31.68	\$ 32.23

Pedagogical Counselor

Echelon	April 2008	April 2009	April 2010	April 2011
1	\$ 25.28	\$ 26.28	\$ 26.78	\$ 27.29
2	\$ 26.01	\$ 27.04	\$ 27.56	\$ 28.06
3	\$ 26.75	\$ 27.81	\$ 28.35	\$ 28.87
4	\$ 27.51	\$ 28.60	\$ 29.15	\$ 29.70
5	\$ 28.29	\$ 29.40	\$ 29.97	\$ 30.54
6	\$ 29.09	\$ 30.24	\$ 30.82	\$ 31.41
7	\$ 29.92	\$ 31.10	\$ 31.70	\$ 32.32
8	\$ 30.79	\$ 31.99	\$ 32.60	\$ 33.26
9	\$ 31.21	\$ 32.44	\$ 33.07	\$ 33.71
10	\$ 31.64	\$ 32.90	\$ 33.53	\$ 34.17

Secretary/Receptionist

Echelon	Apr. 2008	Apr. 2009	Apr. 2010	Apr. 2011
1	\$ 18.89	\$ 19.44	\$ 19.64	\$ 19.85
2	\$ 19.68	\$ 20.28	\$ 20.49	\$ 20.71
3	\$ 20.58	\$ 21.22	\$ 21.44	\$ 21.65
4	\$ 21.47	\$ 22.12	\$ 22.35	\$ 22.59
5	\$ 22.41	\$ 23.09	\$ 23.33	\$ 23.57

COOK

Echelon	Apr. 2008	Apr. 2009	Apr. 2010	Apr. 2011
1	\$ 20.37	\$ 21.05	\$ 21.35	\$ 21.66
2	\$ 21.23	\$ 21.96	\$ 22.27	\$ 22.56
3	\$ 22.09	\$ 22.85	\$ 23.17	\$ 23.48
4	\$ 22.99	\$ 23.78	\$ 24.10	\$ 24.45
5	\$ 23.93	\$ 24.74	\$ 25.09	\$ 25.46
6	\$ 24.89	\$ 25.74	\$ 26.10	\$ 26.47

Janitor / House keeping

Echelon	Apr-2008	Apr-2009	Apr-2010	Apr-2011
1	\$ 19.28	\$ 19.68	\$ 19.70	\$ 19.73

Accountant / Book keeper

Echelon	Apr-2008	Apr-2009	Apr-2010	Apr-2011
1	\$ 21.16	\$ 21.71	\$ 21.84	\$ 21.99
2	\$ 21.80	\$ 22.38	\$ 22.53	\$ 22.66
3	\$ 22.45	\$ 23.05	\$ 23.20	\$ 23.36
4	\$ 23.11	\$ 23.72	\$ 23.87	\$ 24.03
5	\$ 23.81	\$ 24.43	\$ 24.59	\$ 24.76
6	\$ 24.54	\$ 25.19	\$ 25.35	\$ 25.52

Secretary/Book Keeper

Scale	Apr. 2008	Apr. 2009	Apr. 2010	Apr. 2011
1	\$ 21.16	\$ 21.71	\$ 21.84	\$ 21.99

2	\$ 21.80	\$ 22.38	\$ 22.53	\$ 22.66
3	\$ 22.45	\$ 23.05	\$ 23.20	\$ 23.36
4	\$ 23.11	\$ 23.72	\$ 23.87	\$ 24.03
5	\$ 23.81	\$ 24.43	\$ 24.59	\$ 24.76
6	\$ 24.54	\$ 25.19	\$ 25.35	\$ 25.52

EMPLOYMENT CONTRACT (appendix III)
BETWEEN

_____ CHILD CARE CENTRE, that has its head office in _____ hereinafter
called the “Employer”
AND

Name: _____ **Address:** _____ **Tel:** _____
S.I.N.: _____ **Date of birth:** _____ (year/month/day)
Hereinafter called the “Employee”

STATUS

Permanent employee ☐ Full-time ☐
Temporary employee ☐ Part-time ☐

POSITION

Childcare educator qualified ☐ Pedagogical Counsellor ☐ Receptionist/Secretary ☐
Childcare educator not-qualified ☐ Secretary ☐ Accounting Clerk ☐
Childcare educator replacement ☐ Receptionist ☐ Cook ☐
Janitor ☐ Other ☐

JOB DESCRIPTION:

The duties of the employee shall include, without being limited to the list of duties described in “Appendix IIV” attached to this contract.

JOB CLASSIFICATION:

The classification of the employee is established according to the MFE salary decree for childcare workers. Documentation related to the recognition of work history and the classification of the employee is annexed.

Classification: _____ Level: _____ Hourly wage: _____

SUPERVISION:

According to the terms and conditions stipulated in **section 1** of the *Policy concerning Human Resources*, the Centre Director shall be the employee’s supervisor.

WORKING HOURS:

According to the terms and conditions stipulated in **section 8** of the *Policy concerning Human Resources*, the regular workweek for the employee is established at:

Regular scheduled hours ☐	_____ hrs/day, _____ days per week	_____ O’clock to _____ o’clock.
Flexible hours ☐	On Call ☐	

This schedule can be modified by the Employer as is necessary according to the terms and conditions stipulated in **section 8** of the *Policy concerning Human Resource*.

BASIC SALARY:

The Employee’s salary shall be payable in weekly ☐ / bi-weekly ☐ instalments according to the salary schedule. A written record of all hours worked must be kept at the centre.

PROBATION PERIOD:

The employee will be under a probation period of _____ hours worked starting _____.

ANNUAL LEAVE:

According to the terms and conditions stipulated in **section 11** of the *Policy concerning Human Resources*, the employee shall be entitled to _____ weeks of annual vacation or at a rate of _____ % of the total amount of earned wages.

STATUTORY HOLIDAYS:

According to the terms and conditions stipulated in **section 12** of the *Policy concerning Human Resources*, the employee shall be entitled to the following statutory holidays:

NOTE: The employee must be accredited with 60 days employment to be entitled to payment.

- Labour Day;
Thanksgiving;
James Bay and Northern Quebec Agreement Day;
Christmas Eve, December 24;
Christmas Day, December 25;
New Year’s Eve, December 31;

Good Friday;
Easter Monday;
Victoria Day;
Saint-Jean Baptist;
Canada Day

SICK LEAVE:

According to the terms and conditions stipulated in **section 13** of the *Policy concerning Human Resources*, the employee shall be entitled to a maximum of _____ paid sick days at a rate of _____ % of the total annual earned wages. The employee who is sick must advise the childcare center of her absence at the earliest possible moment.

SPECIAL CONDITIONS:

According to the act respecting childcare centres (article 18) all employees are subject to a criminal record verification. Any special conditions resulting from this verification will be annexed and become an integral part of this agreement

PLACE OF WORK:

The employee’s place of work shall be _____ Quebec.

MODIFICATION:

Any modification to this agreement shall be made in writing and shall be signed by both parties.

CONFIDENTIALITY:

The employee hereby agrees not to divulge any confidential information concerning the employer, its employees or its clients.

ELECTION OF DOMICILE:

For the purpose of this agreement, both parties elect domicile in the judicial district of Abitibi, and in the event of litigation, they agree in advance that all proceedings shall take place in _____, Quebec

INTERPRETATION:

In the interpretation of this agreement and unless otherwise expressly mentioned, the masculine includes the feminine the singular the plural and vice versa.

GENERAL PROVISIONS:

This document constitutes a contract with the Employee to work for the Employer beginning on _____, 200____.

The parties undertake to respect the provisions of this contract and of the *Policy concerning Human Resources* that is included in appendix. Furthermore, the Employee certifies that she has received and read the Policy.

THE PARTIES SIGNED AS FOLLOWS;

In _____, Quebec on _____, 200____,

(Name of person signing on behalf of the corporation)

(Name of the employee)

(Signature of person on behalf of the corporation)

(Signature of the employee)

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Appendix IV

OCCUPATIONAL UPGRADING AND TRAINING POLICY

Childcare requires staff to continually develop new intervention material and models as well as improve working techniques. They must also stay up-to-date with childcare research results and innovative ideas. Consequently, the centre shall allocate funds to allow its permanent employees the opportunity to upgrade their skills, and, in some cases, it may grant leave with or without pay.

By occupational upgrading, the centre is referring to courses or workshops on specific, childcare-related subject matter (massaging, first aid, art projects, creativity, etc.).

The budget allocated for upgrading purposes shall permit the centre to comply with sections ____ and ____ (first aid training requirements) of the Regulation.

Procedure:

- On an annual basis, employees and the centre director shall agree on current training priorities. Subsequently, the centre director shall assess costs involved and submit an occupational upgrading plan to the board of directors.
- The board of directors shall be responsible for approving the plan and budgeting the appropriate funds.

The centre also encourages staff to undertake studies which will lead to a diploma, attestation or certificate in the field of childcare. In such cases, the centre may grant leave without pay to employees.

Appendix V

POLICY CONCERNING LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for training

Permanent employees who have at least one year of service may apply for training leave lasting up to three years. Such applications shall be made in writing at least 20 working days before commencement of the leave. No more than two employees at a time shall be granted such leave. Training leave is granted according to seniority and may not be renewed.

If an employee on training leave continues to work part-time, she shall be entitled to annual leave, statutory holidays and sick leave on a pro rata basis.

Leave of absence for personal business

Leave of five days or less

Any employee who wishes to take five days of leave, or less, without pay for personal reasons shall submit her request, in writing, to the centre director.

Leave of more than five days

Any employee who wishes to take more than five days leave without pay for personal reasons shall submit her request, in writing, to the centre director, indicating her reasons for making the request.

Conditions under which leave of absence may be granted

Under normal circumstances, applications for leave of absences will be accepted if:

- the leave of absence will not seriously hinder smooth childcare operations;
- temporary replacement, if applicable, will not incur additional labour costs;
- the leave of absence will not increase immoderately the workload of other childcare staff;
- the leave of absence will not require other childcare staff to change their vacation periods.

Employees who are refused a leave of absence shall be informed for the reasons thereof.

DRAFT

Appendix VI

_____ Childcare Centre Employee Performance Assessment Grid

Identification

Surname: _____ First name: _____

Position: _____

Seniority (current position): _____

Assessment period: from _____ to _____

Use the following scale to rate performance:

Exceptional 5	Very good 4	Acceptable 3	Unacceptable 2	Not applicable 1
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General work Habits

1. Arrives on time	
2. Reliable in attendance; gives ample notice for absence	
3. Responsible in job duties	
4. Alert in health and safety matters	
5. Follows the centre's philosophy	
6. Open to new ideas	
7. Flexible with assignments and schedule	
8. Comes to work with a positive attitude	
9. Looks for ways to improve the program	
10. Remains calm in a tense situation	
11. Completes required written communications on time	

Professional Development, Attitude and Efforts

1. Takes job seriously and seeks to improve skills	
2. Participates in workshops, classes, groups	
3. Reads and discusses distributed handouts	
4. Is self-reflective with goals for ongoing development	

Attitude and skills with children

1. Friendly, warm and affectionate	
2. Bends low for child level interaction	
3. Uses a modulated and appropriate voice	
4. knows and shows respect for individuals	
5. is aware of development levels/changes	
6. Encourages independence/self-help	
7. Promotes self-esteem in communications	
8. Limits interventions in problem solving	
9. Avoids stereotyping and labelling	
10. Reinforces positive behaviour	
11. Minimal use of time out	
12. Regularly records observations of children	

Attitude and skills with parents

1. Available to parents and is approachable	
2. Listens and responds well to parents	
3. Is tactful with negative information	
4. Maintains confidentiality	
5. Seeks a partnership with parents	
6. Regularly communicates with parents	
7. Conducts parent conferences on schedule	

Attitude and skills with class

1. Creates an inviting learning environment	
2. Provides development appropriate activities	
3. Develops plans from observations and portfolio entries	
4. Provides materials for all curriculum components	
5. Provides an appropriate role model	
6. Anticipates problems and redirects	
7. Is flexible and responsive to child interest	
8. Is prepared for days activities	
9. Handles transitions well	

Attitudes and skills with Co-Workers

1. Is friendly and respectful with others	
2. Strives to assume a fair share of work	
3. Offers and shares ideas and materials	
4. Communicates directly and avoids gossip	
5. Approaches criticism with learning attitude	
6. Looks for ways to be helpful	

Overall assessment of performance

Exceptional

☐Very
good☐

Acceptable

☐Needs
Improvement☐

Unacceptable

☐Not
applicable☐**Assessment summary** (strengths and weaknesses)**Training Needs****Employee's comments**

This assessment was conducted on: _____

Centre Director_____
Employee

Appendix VII

Job Description

Position: Childcare Worker
Immediate supervisor: Centre Director

RESPONSIBILITIES

Reporting to the centre director, the childcare worker shall, in accordance with values, policies and objectives set by the board of directors of the centre are responsible for the well-being, development, education, health and safety of children attending the centre. She shall also be responsible for implementing the activity program.

SPECIFIC DUTIES

- Co-operate with other childcare staff and parents to develop comprehensive development activities aimed at the children's future needs;
- Plan, lead and assess daily activities according to the age and tastes of the children as well as available materials;
- Provide constant supervision of children, ensuring their well-being, development, behaviour and integration;
- Communicate regularly with parents about their children's behaviour and needs;
- Assist children with their various daily needs, in particular, their arrival and departure, hygiene, meals, snacks and daily activities;
- Ensure that educational material is kept clean and organised and that children's clothing is cared for properly.
- Help the cook serve meals and snacks;
- Participate in training activities recommended by the centre director;
- Welcome and introduce new childcare staff to the centre;
- Perform any other job-related duty requested by the centre director.