

Be Aware of What You Are Agreeing To

(by Paul Robichaud, member of the Union Council)

Numerous members have reached out to us in the past to let us know that their administrators were not compensating them for the extra time they had put into various school activities (i.e.: parent-teacher interview night, preparing for school talent show, extra hours worked during a school outing, etc.). When questioned about the context of the situation, it quickly became apparent that if our members did not pay attention to what they have agreed to, they usually were the ones left holding the short end of the stick. There are two totally different contexts in which a member is approached to do extra hours: In the first, your administrator will more than likely ask you if you are interested in volunteering your time (not paid) in an activity that will be held outside your regular work hours. In this case, if you said, «Yes» and you did 10 extra hours, it's on your dime and time. The administrator did not oblige you to participate in the activity; he/ she simply asked if you were interested. The choice to participate or not was up to you. If you are not sure if your administrator was referring to a voluntary activity or not, send him/her an email to confirm the status of the activity and wait for his/ her response before you decide if you want to participate or not. In the second scenario, your administrator will inform you that you must attend or must participate in a school activity that will be held outside your regular work hours. In this situation, you were told by your superior that you are expected to attend or participate in the given activity. The hours worked outside your regular workweek

will then be considered as overtime as determined by our collective agreement in article 8-3.01: «Any work specifically required by the immediate superior and performed by an employee, in addition to the hours of his or her regular workweek or regular workday or outside the hours prescribed in his or her schedule, shall be considered as overtime». The amount you will receive in compensation time for the time worked outside your regular workweek is determined by our collective agreement in article 8-3.05:

- a) for every hour of work carried out in addition to the number of hours of his or her regular workday or outside the hours prescribed in his or her schedule or during a weekly day off: one hour and a half (1 1/2) of leave;
- b) for every hour of work carried out during a paid legal holiday provided for in the agreement: one hour and a half (1 1/2) of leave, in addition to his or her salary for the paid legal holiday;
- c) for every hour of work carried out on a Sunday or during the second weekly day off: two (2) hours of leave.

How and when this time is to be compensated is circumscribed in clause 8-3.08: *(continued on next page)*

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«Within thirty (30) days of the date on which the overtime was carried out, the employee and the immediate superior shall agree on when the leave granted under clause 8-3.05 or 8-3.07 may be taken. Failing an agreement, the employee shall be remunerated according to clause 8-3.09». Clause 8-3.09 reads as follows:

Notwithstanding the preceding clauses, the board and the employee may agree that the overtime be paid. In this case, overtime shall be paid at the following rates:

- a) at his or her basic hourly rate increased by one half for all hours worked in addition to the hours of the regular workday or outside the hours prescribed in his or her schedule or during a weekly day off;
- b) at his or her basic hourly rate increased by one half for all hours worked during a paid legal holiday provided for in the agreement, in addition to the salary paid for the paid legal holiday;
- c) at double his or her hourly rate for all hours worked on a Sunday or during the second weekly day off.

Overtime shall be paid by the board within a maximum period of one month after the claim has been duly signed and submitted by the employee and approved by the board. As this article illustrates, you must be aware of what you are agreeing to before you do extra work that you think will be compensated in the future. Unfortunately, if there is

a problem which arises from the situation in which you had a choice to do it or not something, the union will not be able to help you claim compensation after the fact. However, if you sent an email to your immediate superior and he/she clearly responded that it is something you were obliged to attend and he/she is not respecting your right to compensation time or remuneration for the extra hours worked, then we will be able to defend your case at the school board level.



A simple way to avoid confusion is to send an email to your immediate superior to confirm whether or not his/her request for additional hours is something you are expected or must do or if it is something for which you are volunteering your time. Make sure you ask him/her to respond by email and not verbally to your inquiry. If he/she responds to you verbally send him/her a second email in which you will state that following your discussion with him/

her, you understand that he/she is requesting that you must attend or must participate in an activity outside your regular workweek hours. This process must be done every time you are requested to do hours outside your regular workweek hours.

Finally, always keep in mind, that just because you had a previous arrangement with another administrator, it doesn't mean that the new one will be doing the same thing.

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Class of Employment « Particularities »

(by Nadia Audet, member of the Union Council)

As you may remember, a few Newsletters editions ago, an invite was made for APPA representatives to go visit your school upon request. Considering the low success rate of that first attempt to reach out to our members, we would like to try something else: personalized meetings by class of employment.

We all have specific concerns or questioning regarding our daily tasks or work conditions, questions we would like answered or looked into, or have a chance to share and discuss with colleagues from other workplaces. Does that sound familiar? If it is the case, please send an email to

the APPA (or call) with the points you would like to see addressed and this information will be used to put together an agenda for meetings to be organized during the next school year.

Thank you for your participation in helping us make these meetings relevant to YOUR needs!

**Tell us what
YOU want!**



Pay Corrections

You owe the board:

If you have been overpaid by the board, they may recuperate these sums from you, but must abide by the following criteria:

- They can only recoup money retroactively six (6) months; this is based on jurisprudence regarding article 71 of the Quebec Labor Code.
- Agreement must be reached between the board, the employee and the union, regarding the terms and conditions of reimbursement. Failing an agreement among all parties, the board may only recoup the monies owed at a rate of 10% of your gross salary per pay until they are totally reimbursed. This is in accordance with clause 6-8.04 of the collective agreement.

The board owes you:

If an error has been made on your pay which results in the board owing you money, the following criteria should apply:

- If the board does not repay money owed within 30 working days, upon notice of the event, it is subject to article 9-1.03 (Procedure for settling grievances). As such, you would need to contact the APPA prior to this 30 working days deadline so that we can contest on your behalf.

For further information and/or clarification, please contact Linda Tavolaro at the Union office at 514-254-3503, Extension 205.



Notice of Dangerous Conditions

(by Nadia Audet, member of the Union Council)

It is common belief that the employer has to keep your workplace safe for you. That cannot be disclaimed but... Did you know that it is each and everyone's personal responsibility to report any condition that could be unsafe?

You regularly need to hang students work on the wall or access material on a higher shelf? PLEASE!! Refrain from climbing on a chair and ask for an appropriate step ladder. Many of these daily situations can be resolved easily if they are addressed directly with your immediate superior.

Cracked tiles have become a tripping hazard? Appearance of mold or strong smell? Broken furniture that could result in splinters or cuts? Some of these might require more complicated steps to be fixed but should definitely be reported.

A special form can be filled in order to do so. It should be available at your workplace or the APPA can be contacted to obtain a copy.

Help the EMSB take care of YOU!



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