

Welcome Back!

That's right...it certainly did go by quickly...the summer vacations have come and gone! We are hoping you have rewound, recharged & are ready to jump right back in to a new school year !

Linda and I have recharged our batteries, as well, and are but a phone call or an email away, for any concerns or questions you may have.

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Collective Agreement

The ink has dried on the signature of our S18 collective agreement. This means that we are entitled to both retroactive increases (the April 1st, 2015, lump sum payment & the April 1st, 2016, 1.5% increase). We have been advised by the School Board that the increases will be made on the pay of September 15, 2016.



Requests to APPA vs H.R.

We have noticed an increased trend with regards to employees/members contacting APPA, in the first instance, with a request to solve various problems related to H.R. issue. Let us explain. Whereas we have absolutely no problem answering inquiries, and giving advice, (actually it is our *raison d'être*) we have noticed that we are fast becoming first responders for several H.R. related issues, for example: payroll problems, seniority verifications & modifications, salary scale adjustments and the like. We must insist that as a first step, you contact H.R. for a response or explanation to your query. The H.R. department has the pay system, physical employee dossiers, etc. at their disposal, while the APPA strictly has a member file containing your union documents, letters, etc. Once you have made your first step at contacting H.R. and would like to discuss and validate the response, we are at your service to do so.

General Assembly / Elections

Please be on the lookout for your invitation & details regarding a general assembly which will be held on October 5th, 2016. Elections for the Union Council will be held at this assembly, therefore, if you are interested in becoming a member on our Union Council, make sure you complete the candidacy form which you will find by visiting our website at www.appa.qc.ca, under the elections section. The form is to be completed and returned to the APPA offices no later than Friday September 23rd at 12:00 p.m.



Lunch Hours & Breaks

Lunch:

Employees often want to know what the collective agreement says about the lunch hour. In fact there is nothing in the collective agreement that defines the length of time that should be set aside for a lunch break. However the Quebec Labour Standards (la Commission des normes du travail) stipulate that an employee is entitled to an unpaid half-hour lunch period after five consecutive hours of work. Furthermore an employee cannot choose to not take a lunch period and shorten his or her work schedule.



Breaks:

An employee is entitled to fifteen (15) minutes of paid rest per half-day of work, taken midway through the period.



coffee break

For the purposes of the application of the preceding paragraph, an employee is entitled, as the case may be, to:

One (1) fifteen (15) minutes paid rest period per work period lasting three (3) hours or more;

Two (2) fifteen (15) minutes paid rest periods for each work period exceeding six (6) hours;

One (1) additional fifteen (15) minutes paid rest period per period of work of more than three (3) hours extending beyond seven (7) hours, but only if it has been decided that the employee will work a minimum of three (3) additional hours. In such a case, the rest can be taken at the beginning of the work period.

Changes in New S18 Collective Agreement for 2015-2020

CLAUSE	DESCRIPTION
1-2.15	Probationary Period is now 90 working days instead of 60 days & 120 days instead of 90 working days for technical posts. Employees may now apply for other positions (even if it is not the same class of employment) while on probationary period. This is provided that it is a full time position (75% or more) and they must restart their probationary period in their new position. For positions of 15 hours and more in the special education and daycare sector, the summer shut down is not considered an interruption of service.
1-2.27	The duration for Special Projects is a max of three (3) years instead of two (2) years.
2.2-00	An employee who holds more than one assignment will now receive benefits such as special leaves, paid legal holidays, group insurance benefits and vacation remunerated on both assignments and based on their principal post.
5-1.00 e)	Employees who are entitled to special leaves will not also have the death of father/mother-in-law, step-father/mother, sister/brother in-law, daughter/son in-law, grandfather/grandmother, granddaughter/son and the minor child of their spouse whether or not they live under the same roof. This is provided that a link in marriage or civil union at the time of the event still exists.
5-1.02 c)d)e)	An employee can carry forward one day, regardless of the type of ceremony, in relation to the death of a loved one, provided he/she attends the said funeral
5-3.31	Following the expiration of salary insurance benefits, employees are entitled to a leave of absence without salary for medical reasons and this for a maximum of 12 months, provided that they make such request in writing.
5-3.38	In the event that following the grievance process under 9-0-00 it is concluded that disability is inexistent or terminated, the employee who still considers him/herself unable to return to work will be granted upon request a leave of absence without salary for a maximum of 12 months.
5-4.12 5-4.13 5-4.14	Changes in the calculation of the indemnity for maternity benefits. Employees will now be paid an indemnity from EMSB based on 88% of weekly earnings – max amount of \$225 – QPIP indemnity.
5-4.34	Employee requesting adoption leave must have 20 weeks of service
7-1.02	If the school board request for a particular requirement for a position that is related to a specialized pedagogy it must offer training to employees
7-1.07	Employees will now undergo an adaptation period of 60 working days instead of 50 working days. Employees will also now have 60 working days to return to their former position instead of 25 working days.
7-1.14 e)	When filling a temporary vacant or special project of more than 20 weeks, the Board must offer the position to all regular employees whether or not it constitutes a promotion.
7-1.18	Special Education Sector: if a temporary vacant or special project position is created for more than 20 weeks, the Board must offer the position to regular employees for whom it would constitute a promotion or transfer with a change in work schedule, within the same school before going to temporary employees on the priority of employment list.
8-3.08	For employees working in special educator sector and/or daycare sector, overtime compensation can be taken during the Spring Break or before their lay off period. Also these days can be taken during pedagogical days at the choice of the employee.

Work Schedules

Your superior can indeed adjust your work schedule, however, the following steps must be taken, depending on the adjustment to be made, which is where clause 8-2.07 and 8-2.08 of the collective agreement come into play.

Let us begin with 8-2.07, which are those schedule adjustments which are within a sixty (60)-minute span before or after your regular workday. Your work schedule may be adjusted upon a ten (10)-working day written notice to you and the union. The adjustment must also meet the following criteria: it cannot be changed more than twice a year; you must be consulted and informed of the reasons for the change, before the schedule is adjusted; and finally, if only one employee within a work team in the same class of employment must be affected by the adjustment, the employee on that team with the least seniority is required to accept it.

Those schedule adjustments outside of the sixty (60)-minute span are covered by 8-2.08, whereby the Board may alter existing schedules, upon written agreement between the union and the Board. However, the Board may change a schedule outside the sixty (60) minute span if administrative or pedagogical needs make the changes necessary. The Board shall give the union and employee concerned a written notice of at least thirty (30) days before implementing the new schedule. As well, the employee concerned or the union, within thirty (30) working days of the sending of the written notice, may contest, if it is felt the changes were not necessary. When the (arbitration) roll is prepared such a grievance is given hearing priority. Unless there is a written agreement to the contrary between the Board and the union, no change may have the effect of imposing split shifts on the employee. Lastly, should the change in the work schedule cause an employee who is working the day shift to transfer to the evening shift, the Board shall assign the evening shift to the employee with the least seniority in the same class of employment or, where applicable, in the same sector of activities in the same office, department, school or center, unless there is written agreement between the Board and the union. The employee must meet the specific requirements of the position.



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