

Union Dues Versus Insurance Premiums

Some people look at paying union membership dues a bit like paying premiums for insurance. Amongst these, some will say we all pay into car, health and home insurances although most of us will never have to file a claim. However, if we do, we will be covered. These same people might tend to agree that they pay union membership dues for the same kind of reason... just in case something happens at work, they would be covered. Although, at first glance this type of reasoning might seem right, let's compare the two and see what you get when you pay insurance premiums versus what you receive when you pay union membership dues.

When you pay insurance premiums what do you receive in exchange?

At the best of times, your personal health, car or residence policy will compensate you for the items that are covered by your specific insurance plan. I say at best of times because we have all heard the horror stories hidden behind the infamous «fine print» in certain contract. If an insurance company can find something in their fine print that will permit them to avoid paying out your claim, you can be quite sure they will have their lawyers fight so they either don't have to dish out any money at all or, at least, reach a settlement that is much less than what you thought you would be able to receive. Don't forget, the money used to pay the insurance companies' lawyers come out of the premiums we all pay for those insurances. Kind of ironic isn't it! And, Oh yeah! Guess who gets to pay for your lawyer? That would be you...unless you win of course... but, as we all know, the statistics are strongly in favor of the insurance companies in these types of legal battles.

In addition, if you make a claim on any one of your insurance policies, it is more than likely that your premiums will go up the next time you negotiate your policy. In some instances, if you have been unlucky, too many accidents during our icy winters, your car insurer might even decide that you are too much of a high risk for them and suggest you look for insurance elsewhere. If this happens, you will have to search for another insurance company and if you are lucky enough to find one, that is willing to take you as a client, you can be sure that your coverage will cost you an arm and a leg even though we are not talking medical health insurance in this particular case.

Another factor that might have a huge impact on your insurance coverage is the number of a particular type of claim that is made from different members over a period of time. For example, if too many people are claiming for water damage to their properties due to flooding in a specific area, the insurer will either likely increase the cost for protection against water damage in your coverage, even if you weren't one of the people who had made a claim or decide this type of protection will no longer be available for homeowners in your region.

When you pay union dues what do you receive in exchange?

In its simplest form, your union dues contribute to the creation of a structure that will defend your rights to receive the work conditions and other advantages which is stipulated in your collective agreement. In opposition to an insurance policy, if one of these rights has not been respected, your union will defend you against your employer. The actions taken can range from a simple meeting with your immediate superior to fix the problem or to deposit a grievance and even, go to arbitration if need be. This whole process, which may involve lawyers, is all paid for by your union dues. You will not have to pay out any additional money. In addition, once the case has been settled, in one way or another, your union dues will not be affected because you spoke out and fought for your rights.

In addition, even if many people are all putting in a submission for the same type of problem (i.e.: unpaid overtime hours at time and a half), your dues will not go up for this reason. Furthermore, that specific work condition will not be taken out of your next negotiated collective agreement unless the majority of voting members agree that it does. It is not just the employer's choice; it is a negotiated decision from both sides.

Another element which makes your union dues different than paying insurance premiums lies in the fact, that from one collective agreement to the next, your union will always try to negotiate in the best interest of its members and try to get you more benefits, whereas insurers will always offer the least they can for the highest profit they can make; its called making profit for their shareholders.

So the next time someone suggest that paying union dues is the same as paying insurance premiums, you will be able to answer, «Although, at first glance, they seem to both be there to cover us in difficult situations, there is a world of difference behind their final goals».

Leaves of Absence Without Pay

Anyone regular APPA employee wanting to take a leave of absence without pay for a period of less than 12 months must submit their demand by writing to Ms. Marie Claude Drouin, Assistant Director Human Resources (support staff dossiers), and specify the reasons motivating their request.

Once submitted, it will be evaluated and either a positive or a negative response will be returned to you. If you received a positive answer, you will be informed of any other paper work that must be done before, during or just before your return from your leave of absence without pay. However, if you received a negative response from Human Resources and decide to go forward with you plan. A number of disciplinary measures can be taken by the School Board including cutting your link of employment with them. Also, if you were granted a leave and you use it, «for purposes other than those for which you obtained it shall be considered as having resigned as of the beginning of your absence (art. 5-10.06) ».



Be Aware What You Are Agreeing To

Numerous members have reached us in the past weeks 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 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:

- 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;
- 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;
- 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:

«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 follow:

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:

- 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;
- 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;
- 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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