



ShopTalk



SEPTEMBER
2019

School District #43 (Coquitlam) / Coquitlam Public Library
First Canada Transit Services-Fraser Valley / Children's-House Montessori Pre-School Society

GENERAL MEMBERSHIP MEETING

8:30am - Saturday, October 19, 2019

Riverside Secondary School Library

2215 Reeve Street, Port Coquitlam, BC

(Babysitting will be provided for those members with young children who will be attending the meeting)

**PARKING IN THE
NORTH PARKING LOT!**



MARK YOUR CALENDARS!

Upcoming Union Meetings!

October 19th November 16th & December 14th

All meetings are Saturday mornings at 8:30am
and are held at **Riverside Secondary.**

SICK AND VISITING

Sympathy Cards were sent to:

David Backman
Monica Brochu
Ted Kirsh
Ronda Lindsay
Tara Martin
Karen Vondrasek

Fruit Baskets/Flowers/Get Well Wishes were sent to:

Richard Berbeck
Ian Cropper
Raylene Dobbin
Heather Harris
Eliot Johnson
Debra Matiets
Colleen Quilty
Sigrid Wosnack
Jennifer Young

Thank You's from:

Centennial Secondary After Grad
Port Moody Secondary After Grad
Jacob & Vicki Atkinson
Sydney Berlan
Rose Cordoni
Ben Lagran
Ronda Lindsay
Debra Matiets
Colleen Quilty



INITIATIONS

School District:

Alannah Aranui, CAS LISW	Kailea Augustson, CAS EA	Azalea Bautista, CAS EA
Chiquito Benedicto, CAS CR	Erin Callaway, CAS EA	Marivic Caringal, CAS EA
Qui Ling Chen, CAS EA	Susan Clark, CAS EA	Carolanne Davies, CAS EA
Jeffrey Fagan, Culinary Assistant	Nahid Fakhri, CAS EA	Kirsten Goll, LISW
Brenda Harris, CAS EA	Szu-Ching Hsiao, CAS NHA	Gisela Hurtado, CAS EA
Jordan Jones, CAS Electrician	Melanie Kang, CAS NHA	Ghazal Karimi, CAS EA
Jeong Mi Kim, CAS CR	Katie Kross, CAS EA	Madeleine Lees, CAS EA
Rebecca Li, CAS NHA	Nadia Massullo, LISW	Kristine Mathiasen, CL Data
Sarah Medakovic, LISW	Aydee Liza Mondragon, CAS EA	Brooke Moore, CAS CL
Darin Nielsen, CAS CR	Manesha Pall, CAS EA	Kimberley Proulx, LISW
Daiana Rabbai, CAS EA	Jessica Restrick, CAS EA	Sara Rocha Silva, CAS EA
Elyse Rumble, CAS EA	Rania Saliba, CAS EA	Michelle Schechtel, CAS EA
Beverly Spenst, CAS CL	Kishwer Sultana, LISW	Chung Ping Tang, CAS CR
Christine Usselman, CAS CL	Luz Velasquez, LISW	Soohyun Won, CAS CR
Christopher Woodworth, CAS EA	Kaylee Hancock	Lina Kim

Library:

Ann Johannes, Community Liaison	Susan Lui, Page	Renn MacDonald, Page
Ashley Manners, Page	Jaylene Sirman, Page	

WELCOME

LEAVE OF ABSENCE CLARIFICATION

It appears some Human Resources Managers are attempting to gain a management right they do not have. Several years ago an Arbitrator ruled the employer could consider denying a Leave of Absence based on operational needs. The Arbitrator allowed the employer to use that consideration only on General Leaves Without Pay, under Article 6.3 D.2.ii. The employer cannot use the operational leave criteria for any other type of leave. The employer has tried to use it for Paid Ed leave, Job Related leave, Graduation leave, Religious leave, and Sick Spouse leave.

Contact your Shop Steward or the Union Office when your leave is denied based on incorrect information!

Retirees Honoured at the September Meeting

Patricia Holmgren
Sandy Lee
Susan McEachern
Linda Purcell
Dennis Rizzolo
Evelyn Wallatt
Jeff Weltz

DOOR PRIZE WINNERS

44 Lucia Hernandez
28 Susan Donald
31 Jennifer Benoit
51 Jane Gibbons
96 Kristine Mathiasen
39 Myung Joung Woo

QUESTIONS & ANSWERS

Q: Do I need a Union Representative when I meet with the employer?

A: *If the employer contacts you for a meeting, ask the employer's representative if you require a Shop Steward. The employer knows the purpose of the meeting and whether there is a chance of some type of discipline possible; and therefore if a Union Representative is required. A Union Representative will provide protection against "self-incrimination" that would exist by virtue of the presence and advise of a Steward.*

Following is advice to the employer from a Lawyer on Union Representation!

"Notwithstanding the discretionary language in Article 2.5, we caution you to ensure that there is a clear, unequivocal evidence that supports the employee's desire not to be represented by a union official at a meeting that falls within the scope of Article 2.5. Where an employee is advised of his or her right to be represented by a union official and attends at a meeting unaccompanied, we recommend that you consider reminding the employee of the right to union representation. Further, there should be no doubt whatsoever that the employee has consciously decided not to have representation at the meeting. It is necessary to emphasize that the right to Union representation is a substantive right for employees."

Moment of Silence Was Held For:

Raylene Dobbin
Irene Horton
Lucille Leclerc
Liliana Tremarco

CONGRATULATIONS:

Mohit Jethi - Baby Boy
Ryan Stewart - Baby Boy
Kenneth Tagaban - Baby Girl

EYE EXAMINATIONS & EYE GLASSES/LENSES REIMBURSEMENT

Employees need to request payment for the following eye exams issues contained in the Collective Agreement; Article 8.2 F.:

"The Board will provide a preliminary eye examination by an ophthalmologist for employees at the time the employee is assigned to perform work involving monitoring of a full-display VDT screen. Annual re-testing of eyes shall also be carried out at the employee's request. The Board will pay for these eye examination if the cost is not covered in an insurance plan, but not for time lost (wages).

If an Ophthalmologist recommends, by form of prescription, the need for eye glasses/ lenses for VDT work, the Board will pay up to \$100 for lenses."

The Collective Agreement does not mandate that only clerical employees are covered under the above provision. Neither does the provision stipulate that the monitoring work is for the whole shift. In fact, an Education Assistant was paid last week as a result of a grievance. Several Tradespeople have received payment as well as IT Personnel. If you believe you qualify, and are refused, check with the Union for guidance.

There was an Arbitrated agreement on EA Rest Breaks. This is that agreement.

SETTLEMENT AGREEMENT

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 43 (COQUITLAM)

The "Employer"

AND

CUPE, Local 561

The "Union"

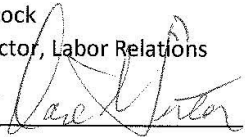
Re: CUPE Grievance #1575 and #1583 – Rest Periods

1. This agreement resolves grievances 1575 and 1583.
2. The Employer agrees that Rest Periods, in accordance with Article 5.5.B of the collective agreement, will not be scheduled so that they are directly attached to: Meal Periods, the beginning of the Employee's scheduled work day, or the end of the Employee's scheduled work day.
3. While Rest Periods will be scheduled in accordance with article two (2) above, if an emergent or unforeseen situation arises for a day which necessitates a change to the break schedule, the Employer will schedule a break at any time during that working day.
4. For the 2017/2018 school year, the Employer will make best efforts to be fully compliant with this agreement and will notify the union of schools that won't be compliant until 2018-2019 due to a need for increased staffing. For the 2018/2019 school year and go forward, the Employer will be fully compliant with this agreement.

Dated this (25) day of April, 2018



On behalf of the Employer
Michelle Daycock
Assistant Director, Labor Relations



CUPE 561
Dave Ginter