

Next General Membership Meeting:

Saturday September 18, 2021

Meetings start at 10:00 am

Croatian Cultural Centre, 3250 Commercial Drive, Vancouver, BC

WEB PAGE: www.iuoe963.ca

EXECUTIVE BOARD 2019-2023

BUSINESS MANAGER: Tim De Vivo

PRESIDENT: Tim Chester

VICE-PRESIDENT: Harjit S. Khangura

TREASURER: Tim De Vivo

FINANCIAL SECRETARY: Chad Stuart

RECORDING SECRETARY: Paul Loeman

TRUSTEES: Antoinette Cominetti, Herman Sheng, Harjit Khangura

AUDITORS: Antoinette Cominetti, Livia Hisaoka, Yvette Menges

CONDUCTOR: Analida Leung

GUARD: Herman Sheng

Change of Address/Contact Information

If your contact information has changed please make sure you notify the union office as soon as possible (ph. 604-876-6287). The local union uses the most up-to-date information in our database for communications.

Feel free to use the form below and fax to: 604-876-5687

PLEASE PRINT CLEARLY IN INK

IUOE Local 963 Please change the contact information accordingly:

Name: _____

Address: _____

Phone Number (Home): _____ (Cell): _____

Personal Email: _____



International Union of Operating Engineers Local 963

Welcome Back!

The Newsletter For VSB Operations Staff Supervision Aides Cafeteria Staff

On behalf of your Executive Board, welcome back to a new school year! In addition to getting used to a return to normal due to COVID-19, our collective agreement with the VSB expires June 30, 2022 and we will be engaged in collective bargaining.

There will be a series of training sessions offered this school year, including on Professional Development Days, that will feature the expertise of our Maintenance Engineers, among others. Look for these seminars this school year!

Some things you should know

1) Existing Collective Agreement Remains

Welcome Back! 1 Even though there is an end date to our collective agreement (June 30, 2022) it remains in full force and effect subject only to a strike, lockout or a renewed collective agreement. This includes the Provincial Framework Agreement that sets out broader matters including wage increases.

General Membership meetings 2 In other words, while we are in bargaining with our employer—whether the VSB locally or BCPSEA provincially- the existing contract stands. Rates of pay and working conditions cannot be unilaterally changed by an employer while parties are engaged in collective bargaining, regardless of how long that process may take.

Graduated Return to Work 3 2) Member Communications In order to stay informed about collective bargaining it is very important that members provide their non-VSB email address to the union office so that we can communicate directly with you. The union does not use VSB email to distribute information to our members.

Change of Contact Information 4 Enclosed is a form that we ask each school to return. Thank you in advance for your cooperation.

Web Page: www.iuoe963.ca

Twitter: @iuoe963

Phone: 604-876-6287

Fax: 604-876-5687

3) Membership Bargaining Survey

We need to hear from you! A bargaining survey will be sent to every member who provides a non-VSB email using the Survey Monkey format (similar to last round) as we get closer to bargaining with the VSB. It is also anticipate that the K-12 Presidents' Council (of which we are included as an "Other Support Staff Union") will issue a Provincial Bargaining Survey prior to the end of the current term.

General Membership Meetings

With COVID –19 restrictions eased we are again able to hold General Membership meetings. **Starting Saturday**

September 18, 2021 General Membership meetings will be held at the Croatian Cultural Centre, 3250

Commercial Drive, Vancouver, BC commencing at 10:00 a.m.

General Membership meetings are held on the first Saturday of the month unless there is a Statutory Holiday on that weekend, in which case the meeting will be held the following week. Please also note the September meeting is postponed one week due to hall unavailability.

Enclosed is a meeting schedule, including a map of the meeting location on the back side. Please POST for all members' viewing. Any last second changes, including meeting cancellations, as a result of new COVID restrictions will be posted on our website at www.iuoe963.ca

Earned Time Off (“ETO”) for 2021-2022 School Year

Letters of Understanding (“LOU”) have been signed between the Union and VSB to renew the Earned Time Off process that has been underway for several years for all permanent and steady-part time members.

The purpose of these agreements is to allow members to build up a bank of time equal to one weeks' pay and this pay is applied during the second week of Spring Break when schools are technically closed. For the 2021-2022 school year ETO will be applied March 21-25, 2022 inclusive.

There is a LOU for each job classification– Operations, Cafeteria & Supervision Aides– and these are posted on our website at: www.iuoe963.ca

The 2021-2022 LOU's have added some language for clarification including that *“Employees who resign, retire or otherwise end their employment with the Board prior to the dates listed...above are entitled to five (5) days of ETO. These dates shall be determined by mutual agreement between Employee Services and the employee prior to the end of employment.”* **In other words, there is to be no pro-rating of Earned Time Off.**

Also included in the 2021-2022 LOU's is language to address a situation where an employee starts working for the Board after the ETO week has occurred. It reads, *“Notwithstanding #5 above, Employees who start working for the Board after the period described...above shall not be entitled to ETO and will therefore not be required to work additional minutes for that school year.”*

Supervision Aides should note that they *“will be credited with 12.5 hours (ETO) and will work at other times to make up these hours by 2022 June 30, at the Principals' discretion and by mutual agreement with the employee. In the event the Principal and Supervision Aide do not reach mutual agreement by September 30, 2021, Supervision Aides shall work four (4) minutes per day or twenty (20) minutes per week commencing September 30, 2021.”*

For the full LOU's please go to: www.iuoe963.ca

Graduated Return to Work

Members who are returning to work after an illness or injury are often required to ease themselves back to the job on a modified basis, usually involving a **Graduated Return to Work** (“GRTW”). A **GRTW plan** setting out modified days of work, hours per day and work restrictions is developed with the assistance of the member's physician.

Here's what you need to know about GRTW's:

Employers like the VSB have a **Duty to Accommodate**. This means that in arranging a GRTW Plan the employer is obligated to prevent workplace discrimination. In the case of an injured worker, an employer is not simply entitled to terminate employment because the worker has become injured and workers must not be “hindered by discrimination based on the factors or ‘prohibited grounds’ including race, colour, religion, sex, marital status, disability, national or ethnic origin, age, sexual orientation, family status or for a criminal conviction for which a pardon has been granted.” (*Excerpt from the Canadian Human Rights Act*)

In addition, the employer's **Duty to Accommodate** requires employers to identify and change any rules, practices, expectations, or procedures that have or may have a discriminatory impact based on prohibited human rights grounds. Further, an employers *Duty to Accommodate* is “up to the point of undue hardship.”

Undue Hardship refers to the limit of an employer's capacity to accommodate without experiencing an unreasonable amount of difficulty. “Employers are obligated to provide accommodations up to the point of undue hardship, which can occur if the employer cannot sustain the economic or efficiency costs of the accommodation.” (*Excerpt from the Canadian Human Rights Act*) In other words, a small business will not have the capacity that a larger business, like the VSB, has.

Why do I need union assistance with a GRTW?

Workers have rights that are not necessarily pointed out by management during this process. For example, the employer may say we “cannot accommodate XYZ” and a GRTW Plan is developed **based on the assertion that something cannot be accommodated.**

As stated earlier, the employer is legally obligated to accommodate up to the point of undue hardship. “It is not enough to claim undue hardship based on an assumption or an opinion. To prove undue hardship, employers have to provide evidence.” (*Excerpt from the Canadian Human Rights Act*)

You are entitled to union representation if you request it.

It is **strongly advised** that members contact the local union office at 604-876-6287 to request that a union representative be present at any meeting with the employer regarding a GRTW. You have the right to request this assistance and should not meet with the employer without someone in your corner.

The goal is to have successful graduated return to work plans that are reasonable and provide the best chances for a successful health outcome. Please reach out if this applies to you.