

C.U.P.F. COMMITTEE

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF COUNCIL

DEPARTMENT:

DATE: July 9/76

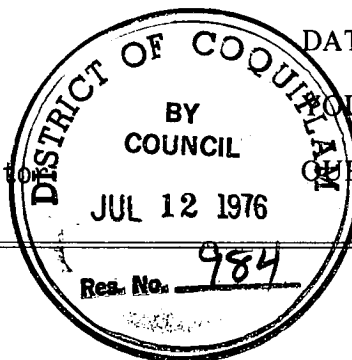
FROM: Ald. M.J. Butler

DEPARTMENT:

YOUR FILE:

SUBJECT: Recruitment of an Assistant Municipal Solicitor

OUR FILE:



As Council is aware, the recruiting process to fill the vacant position of Assistant Municipal Solicitor has reached a stage at which Council, in accordance with Resolution #84, (1970) should interview the tentatively selected candidates and make the final selection.

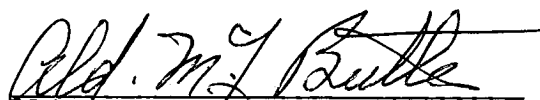
In order to minimize the inconvenience to Council members, the following candidates have been selected to appear before the Executive Committee of Council on Monday, July 12, 1976 at the following scheduled times:

1. Mr. Glenn Gallins - 3:30 p.m.
2. Mr. Vincent R. Orchard - 4:00 p.m.

The Personnel Directors' report to the C.U.P.E. Grievance and Bargaining Committee, together with the two pertinent resumes and other material are attached for your perusal.

AHW/acb
Attach.

cc - Mayor J.L. Tonn


Ald. M.J. Butler, Acting Chairman
C.U.P.E. Bargaining & Grievance
Committee

DISTRICT OF COQUITLAM

Inter-Office Communication

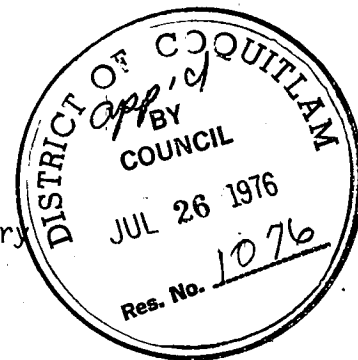
TO: EXECUTIVE COMMITTEE OF DEPARTMENT:
COUNCIL
FROM: Mayor J.L. Tonn, Chairman DEPARTMENT:
CUPE Bargaining & Grievance Committee
SUBJECT: New Position - Equipment Operator 4

DATE: July 15/76
YOUR FILE:
OUR FILE: 2130

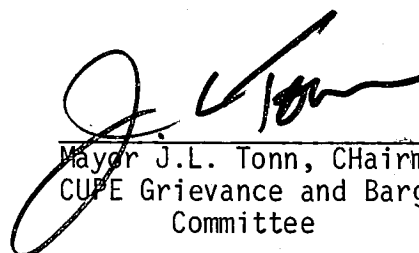
Attached is a self-explanatory memorandum which was presented to the C.U.P.E. Grievance and Bargaining Committee.

The following resolution is recommended:

"A new position of Equipment Operator 4 be added to the Engineering Department establishment. The classification of the position will be subject to any revision that may be necessary upon acceptance by Council of the final report of the G.V.R.D. Labour Relations Department Classification and Wage Rate Review."



FGK/acb
Attach.



Mayor J.L. Tonn, CHairman
CUPE Grievance and Bargaining
Committee

DISTRICT OF COQUITLAM

Inter-Office Communication

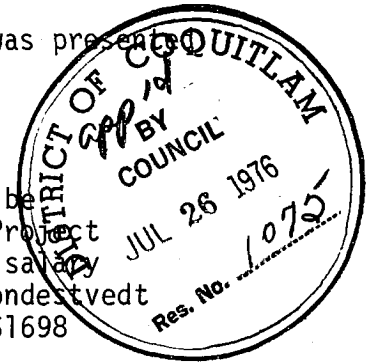
TO: EXECUTIVE COMMITTEE OF DEPARTMENT:
COUNCIL
FROM: Mayor J.L. Tonn, Chairman DEPARTMENT:
CUPE Grievance & Bargaining Committee
SUBJECT: Two New Positions - Senior Project
Technologist

DATE: July 21/76
YOUR FILE:
OUR FILE: 2130
1500


Attached is a self-explanatory memorandum which was presented to the C.U.P.E. Grievance and Bargaining Committee:

The following resolution is recommended:

"That Mr. E. Newson and Mr. S. Rondestvedt be appointed to the two positions of Senior Project Technologist effective July 26, 1976 at a salary of \$1698 per month and in addition, Mr. Rondestvedt be given an Acting appointment salary of \$1698 per month retroactive to April 19, 1976".



FGK/acb
Attach.


Mayor J.L. Tonn, Chairman
CUPE Grievance & Bargaining
Committee

Wednesday, July 28, 1976 at 10:45 a.m.
Council Chambers

Record of a meeting by the C.U.P.E. Grievance and Bargaining Committee to discuss Classification and Salary Review - Final Report.

Present were:

C.U.P.E. Grievance and Bargaining Committee

Mayor J.L. Tonn, Chairman
Ald. M.J. Butler

res. # 1146

Staff:

Mr. F.G. Klewchuk - Personnel Director
Mr. H.F. Hockey - Deputy Municipal Engineer
Mr. A.H. Woodbury - Personnel Officer

This meeting was convened in order to fully inform the C.U.P.E. Grievance and Bargaining Committee of the response of the Department Heads to the G.V.R.D. Classification and Salary Review - Final Report.

The meeting commenced with the Personnel Director's explanation of the events leading to the distribution of the Final Report to Department Heads and their delegates. He explained that Council and C.U.P.E., Local 386 had earlier approved the Class Specifications contained in the Revised Preliminary Report for "Inside" and "Outside" positions. As a result of this approval the G.V.R.D. - Labour Relations Department submitted copies of the Final Report to both the District and to C.U.P.E., Local 386 for consideration and approval. It was further explained to the C.U.P.E. Grievance and Bargaining Committee that the Final Report contained Wage and Salary recommendations for all positions in the District for which C.U.P.E., Local 386 is certified as bargaining agent, except for certain Recreation positions and approximately 12 additional positions which for various reasons are currently under review by the staff of the Greater Vancouver Regional District.

At this point, the Personnel Director explained and the Committee considered each Department Heads' response to the recommendations contained in the Final Report. General discussion then followed on the positions which the Department Heads felt to be contentious. The Committee, at one point during the discussion, focused upon those Outside positions which in the Final Report will have hourly rates of pay that approach or exceed those rates paid to the Foreman who supervise them. Rather than attempt to alter these new rates, the Chairman expressed a desire to adopt the G.V.R.D. Wage Scale for the aforementioned Outside positions and review the Foreman rates at a later date.

The Committee, having considered the recommendations contained in the Final Report and responses from the Department Heads recommend that:

"Council approves the recommendations by the G.V.R.D. - Labour Relations Department on wages and salaries, and special premiums for all the positions contained in the Final Report:

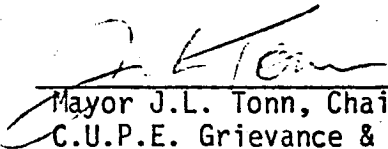
EXCEPT FOR:

- a) the position of Secretary 1 in the Treasury Department - formerly incumbered by J. Hoffman.
- b) the position of Subdivision and Development Technologist in the Engineering Department - presently incumbered by A. Kersey.

SUBJECT TO:

- a) approval by the Anti-Inflation Board.
- b) obtaining clarification to the satisfaction of the Personnel Department on the special premiums to be deleted from the current Collective Agreement.
- c) obtaining clarification to the satisfaction of the Personnel Department on the downward adjustment of persons recruited since January 1, 1975.
- d) the wording of the clause for "waterworks Employees - Required for Emergency Standby" ('d' of page 28) be amended to include Saturday.
- e) the wording of the clause for "Live Sewage Bonus" ('h' of page 28) be amended by substituting "Superintendent - Sewers" for "Foreman".
- f) the wording of the clause for "Standby Pay" ('j' of page 29) be amended by adding a sentence to indicate that various shifts have the same definition as provided in the clause for "Waterworks Employees - Required for Emergency Standby"."

FGK/acb



Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance & Bargaining
Committee

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF COUNCIL DEPARTMENT:
FROM: Mayor J. L. Tonn, Chairman DEPARTMENT:
C.U.P.E. Bargaining & Grievance Committee
SUBJECT: Hiring of Relatives

DATE: July 28, 1976
YOUR FILE:
OUR FILE: 2130
3000

Attached is a self-explanatory memorandum which was presented to the C.U.P.E. Grievance and Bargaining Committee:

The following resolution is recommended:

- "1) Council Resolutions Nos. 1234, 1235 and 1236 (1968), 1226 and 1227 (1971) and 363 (1974) be rescinded.
- 2) Relatives of the same household of regular and probationary employees such as husbands, wives, fathers, mothers, brothers or sisters may not be employed in the same Department of the District of Coquitlam. In addition, direct relatives, whether of the same household or not, may not be employed under the same supervisor nor under one another's supervision. The foregoing restrictions do not apply to Time-Duration Employment employees, except that they may not be employed under the immediate supervision of a direct relative.
- 3) Where, in exceptional cases, it may be in the interest of the District to employ relatives contrary to policy, these cases must be referred to Council."



J. L. Tonn

 Mayor J. L. Tonn, Chairman
 C.U.P.E. Grievance and Bargaining
 Committee

FGK/tss

Enclosure

DISTRICT OF COQUITLAM

TO: Mayor J. L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

DATE: July 27, 1976

FROM: Mr. F. G. Klewchuk

DEPARTMENT: Personnel

SUBJECT: Hiring of Relatives

FILE: 2130
3000

Earlier this year a complaint was registered with the Human Rights Branch under the Human Rights Code by a job applicant in which the person alleged that the District of Coquitlam had discriminated against her without reasonable cause, contrary to Section 8 of the Code. I discussed the complaint with the Investigating Officer and advised the Officer that I would review the District policy on the hiring of relatives and report back. I have been reminded on several occasions by the Investigating Officer of this commitment.

Section 8 of the Code states:

"8.(1) Every person has the right of equality of opportunity based upon bona fide qualifications in respect of his occupation or employment, or in respect of an intended occupation, employment, advancement, or promotion; and, without limiting the generality of the foregoing,

- (a) no employer shall refuse to employ, or to continue to employ, or to advance or promote that person, or discriminate against that person in respect to employment or a condition of employment; and
- (b) no employment agency shall refuse to refer him for employment,

unless reasonable cause exists for such refusal or discrimination.

(2) For the purposes of subsection (1),

- (a) the race, religion, colour, age, marital status, ancestry, place of origin, or political belief of any person or class of persons shall not constitute reasonable cause;
- (a.) a provision respecting Canadian citizenship in any Act constitutes reasonable cause;
- (b) the sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency;

(c) a conviction for a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation or employment, or to the intended occupation, employment, advancement, or promotion, of a person.

(3) No provision of this section relating to age shall prohibit the operation of any term of a bona fide retirement, superannuation, or pension plan, or the terms or conditions of any bona fide group or employee insurance plan, or of any bona fide scheme based upon seniority. 1973(2nd Sess.), c.119, s.8; 1974, c. 114, s.6."

(The underlining is mine).

The term "ancestry" requires further definition. According to Blacks Law Dictionary "ancestor" may embrace both lineals and collaterals. Lineals refers to that which comes in line such as direct line, as from father to son. Collateral ancestors, according to Blacks Law Dictionary is "a phrase sometimes used to designate uncles and aunts, and other collateral antecessors, who are not strictly ancestors."

The earliest Council policy on the Hiring of Relatives that I was able to locate was a Resolution adopted on September 3, 1968:

"3. Policy for Hiring Relatives

MOVED BY ALD. GILMORE
SECONDED BY ALD. GAMACHE:

1234 That we accept the recommendation of the Engineering Supervisor as set forth in the Manager's Report of September 3rd.

CARRIED

MOVED BY ALD. GILMORE
SECONDED BY ALD. GAMACHE:

1235 That in the future we do not hire relatives of permanent employees to permanent staff, "relatives" to mean immediate family, whether separately domiciled or not.

CARRIED

MOVED BY ALD. BUTLER
SECONDED BY ALD. GAMACHE:

1236 That relatives of Municipal employees may be hired on a temporary basis provided they are not employed in the same section or department as the relative who is the permanent employee.

CARRIED"

On Tuesday, June 8, 1971 Council adopted the following resolution:

"REPORT OF PERSONNEL OFFICER RE DEFINITION
OF RELATIVES FOR HIRING OF PERSONNEL

MOVED BY ALD. BEWLEY
SECONDED BY ALD. BOILEAU:

1226 That for the purpose of hiring personnel, relatives are to be defined as parents, brothers and sisters, spouse, sons and daughters.

MOVED BY ALD. GILMORE
SECONDED BY ALD. TONN:

1227 That the above resolution be amended to include grandparents and grandchildren and any of the aforementioned relatives who can be termed in-laws.

CARRIED

A Vote was then taken on the motion as amended and it was CARRIED".

In the Fall of 1973, Bill 100, Human Rights Code of British Columbia Act was placed before the House. At that time Mr. D. Simm, our former Municipal Solicitor advised Mr. R. Venhuizen, our former Personnel Director that in his opinion, if the Bill became Provincial Law, the District would not be able to maintain the practise of not hiring relatives of permanent employees. At that time, three alternatives were recommended to Council:

- "1) Extend the present policy for relatives of permanent employees to temporary employees until such time when Bill 100 becomes law.
- 2) Leave the present policy for relatives of permanent employees until Bill 100 becomes law, but permit, at the discretion of the Department Head, the hiring of temporary employees who are related.
- 3) Abolish the present policy on the hiring of relatives of permanent employees by rescinding Resolutions No. 1235 and 1236 (1968) and Resolutions No. 1226 and 1227 (1971).

In light of the provisions of Bill 100, which most likely will be proclaimed as is, it is recommended that Council approve the 3rd alternative."

Council considered the three alternatives and on March 25, 1974 adopted the following resolution:

"REPORT OF PERSONNEL OFFICER -
HIRING OF RELATIVES

MOVED BY ALD. BEWLEY
SECONDED BY ALD. FILIATRAULT:

363 That Council retain the present policy of not hiring relatives of permanent employees until Bill 100 becomes law, but permit, at the discretion of the Department Head, the hiring of temporary employees who are related.

CARRIED"

I have discussed the subject of not hiring relatives with our Municipal Solicitor, the Assistant Director of the Public Service Commission, a Senior Personnel Officer with the City of Vancouver and the Investigating Officer from the Department of Labour.

I am satisfied that the Human Rights Code prevents the District from maintaining its presently worded policy of not hiring relatives of permanent employees. However, it appears that a more limited policy would be acceptable to the Department of Labour. Accordingly the following resolutions are suggested for recommendation to Council:

- "1) Council Resolutions Nos. 1234, 1235 and 1236 (1968), 1226 and 1227 (1971) and 363 (1974) be rescinded.
- 2) Relatives of the same household of regular and probationary employees such as husbands, wives, fathers, mothers, brothers or sisters may not be employed in the same Department of the District of Coquitlam. In addition, direct relatives, whether of the same household or not, may not be employed under the same supervisor nor under one another's supervision. The foregoing restrictions do not apply to Time-Duration Employment employees, except that they may not be employed under the immediate supervision of a direct relative.
- 3) Where, in exceptional cases, it may be in the interest of the District to employ relatives contrary to policy, these cases must be referred to Council."


F. G. Klewchuk
Personnel Director

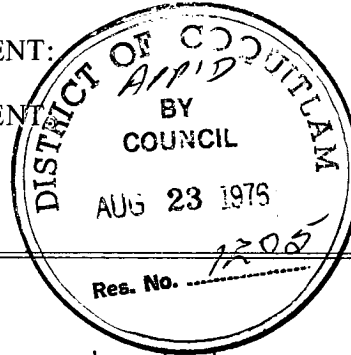
FGK/tss

c.c. Alderman M.J. Butler

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF DEPARTMENT:
COUNCIL
FROM: Mayor J.L. Tonn, Chairman DEPARTMENT
CUPE Grievance & Bargaining Committee
SUBJECT: Driver and Operator's Policy Manual



DATE: Aug. 9/76
YOUR FILE:
OUR FILE: 1500
2100

Attached is a self-explanatory memorandum which was presented to the C.U.P.E. Grievance and Bargaining Committee:

The following resolution is recommended:

"The Driver and Operator's Policy Manual -
Revision No. 5 dated July, 1976, be adopted."

FGK/acb
Attach.


Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance & Bargaining
Committee

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: MAYOR J.L. TONN, Chairman DEPARTMENT: DATE: Aug. 9/76
C.U.P.E. Grievance & Bargaining Committee
FROM: F.G. KLEWCHUK DEPARTMENT: Personnel YOUR FILE:
SUBJECT: Driver and Operator's Policy Manual OUR FILE: 1500
2100

On Monday, July 21, 1975, Council adopted the following resolution:

"REPORT OF MUNICIPAL ENGINEER DATED JULY 16, 1975
DRIVER AND OPERATOR'S MANUAL

MOVED BY ALD. BEWLEY
SECONDED BY ALD. FILIATRAULT:

1114 That the Driver and Operator's Policy Manual as attached to the report of the Municipal Engineer dated July 16, 1975 be adopted.

CARRIED UNANIMOUSLY"

You will recall that a number of qualified employees have elected for Municipal cars as provided for in Article 14.1 of the C.U.P.E. Collective Agreement. This addition to the Municipal vehicles fleet requires certain amendments to the Driver and Operator's Policy Manual.

Accordingly the following resolution is suggested for consideration by the C.U.P.E. Grievance and Bargaining Committee:

"The Driver and Operator's Policy Manual - Revision No. 5 dated July, 1976, be adopted."


F. G. Klewchuk

FGK:j
cc. Ald. M.J. Butler

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: R. A. LeClair DEPARTMENT: Administration DATE: July 28/76
FROM: A. Phillips DEPARTMENT: Engineering YOUR FILE:
SUBJECT: Provision of Municipal Cars to Employees OUR FILE: 006-012

I attach the Driver and Operator's Policy Manual, Revision No. 5, July 1976, which is a modification of previous issues in accordance with our recent discussions to bring the manual into line with the current plan to provide Municipal cars to qualified employees. As we have discussed, the adoption of this policy manual should be endorsed by resolution of Council and for that reason, I recommend it to you for submission to the C.U.P.E. Grievance and Bargaining Committee for their consideration and subsequent forwarding to Council for adoption.

This completes my assignment in the various tasks leading to the establishment of a Municipal automobile fleet as set out in my memo of June 25, 1976. I will await your advice as to when the automobiles become available for distribution to the employees to whom they are to be assigned.


A. Phillips, P. Eng.
Municipal Engineer

AP:cw
Encl.

cc. V. A. Dong
F. G. Klewchuk ✓
H. G. Castillou

DRIVER AND OPERATOR'S POLICY MANUAL

ISSUED TO

ALL DRIVERS AND OPERATORS OF

MUNICIPAL EQUIPMENT.

- A. Purpose and Scope
- B. Driver's Qualifications
- C. Use of Vehicles
- D. Care and Maintenance
- E. Procedure in Case of Accident,
Theft, Loss or Fire
- F. Procedure in Case of Law Infraction
- G. Safety Pointers
- H. Air Brake Inspection

Revision No. 5
July 1976

DRIVER AND OPERATOR'S POLICY MANUAL
ISSUED TO ALL DRIVERS AND OPERATORS OF
MUNICIPAL EQUIPMENT

A. PURPOSE AND SCOPE

A.1 Purpose

The purpose of this manual is to have brief instructions in one available place. It will also serve to familiarize you with the various policies and instructions which follow.

Your cooperation would be appreciated in the endeavour to reduce accidents, injuries and costs by applying the policies contained herein.

A.2 Scope

The term "municipal vehicle", except as defined in the Collective Agreement where the term refers to automobiles only, includes all vehicles owned or leased by the District of Coquitlam and without restricting the generality of the foregoing includes the following: automobiles, trucks, tractors, flushers, sweepers, graders, catch basin emptiers, road rollers, cranes, loaders, shovels, sanders, welding units, paint sprayers and all towed equipment but does not include a Municipally owned vehicle operated by the Fire Department.

The term "driver" shall mean any person who drives or operates any Municipal vehicle.

A.3 Revision of Manual

This manual may be revised and additions will be posted at any time as the need arises. Suggestions for its improvement are welcomed from the employees and should be submitted in writing to their immediate supervisor.

B. DRIVER'S QUALIFICATIONS

B.1 Authorization

Only persons authorized by the District of Coquitlam are allowed to drive and/or operate Municipal vehicles.

B.1 Authorization (cont'd)

Authorized persons shall mean those individuals authorized by a Department Head of the District or his delegate.

- B.2 No person shall drive or operate a municipal vehicle unless he has a valid British Columbia Driver's Licence which permits such person to operate the class of vehicle involved. A learner's licence is not a valid driver's licence. No person shall operate a municipal vehicle in contravention of any restrictions set out on such person's British Columbia Driver's Licence.

C. USE OF MUNICIPAL VEHICLES

- C.1 Municipal vehicles shall only be used for the business of the Municipality.

No person shall drive or operate a municipal vehicle under the influence of alcohol or drugs that would impair such person's driving ability.

When driving or operating a municipal vehicle, a driver shall at all times perform his work efficiently and safely in accordance with the British Columbia Motor Vehicle Act.

At the beginning of each working shift, a driver shall check his assigned municipal vehicle as required in the pre-trip inspection form.

- C.2 Use of the Municipal Vehicles Out of Normal Working Hours and/or Outside the District of Coquitlam

No person shall operate a Municipal vehicle outside normal working hours or beyond the boundaries of the Municipality except as authorized or required by that person's Department Head or his delegate.

- C.3 Use of the Municipal Vehicle as Transportation to Rest Periods

A municipal vehicle shall not be used as transportation to and from the place where lunch or rest periods are taken unless authorized by a Department Head or his delegate.

- C.4 Taking Vehicle Home at Night

Municipal vehicles may not be taken home at night unless written authorization is given by the Department Head to the operator of the vehicle. Such authorization may only be provided in exceptional

C.4 Taking Vehicle Home at Night (cont'd)

circumstances if, in the opinion of the Department Head, this arrangement results in economies or efficiencies in Departmental operations. When a Municipal vehicle is taken home at night, it shall be driven as directly as possible between the operator's place of business and home, so as to create no undue mileage. The vehicle may be operated after normal working hours only when directly engaged in the business of the Municipality. If the Department Head does not authorize the operator to take a Municipal vehicle home, the vehicle shall be parked at the conclusion of each working day within the fenced compound of the Municipal Works Yard at a location assigned by the Superintendent, Service Centre. Authorization by a Department Head to take a vehicle home shall only extend to permit the Operator to park the vehicle at home overnight between normal working shifts or during week-ends and statutory holidays. In periods of absence on vacation, extended sickness, leaves of absence, etc., the vehicle shall be returned to the Municipal Works Yard.

C.5 Passengers

Municipal vehicles shall not carry passengers who are not municipal employees unless the driver is authorized to do so by a Department Head or his delegate. Hitchhikers are not to be transported in any municipal vehicle.

C.6 Parking Fees

On behalf of the District, the Purchasing Agent will reimburse the municipal employees for parking fees paid for the parking of municipal vehicles while engaged on municipal business. Receipts, when available, shall be presented.

C.7 Records

Drivers shall complete such records as vehicle condition or accident reports, etc., as authorized by the Municipal Manager or delegate.

C.8 Trucks

C.8.1 Loading

No person shall remain in the cab of a municipal truck while it is being loaded unless the cab is adequately protected at back and top.

C.8 Trucks (cont'd)

C.8.2 Load Safety

Every driver shall be certain that his load is firmly secured to the truck. Any objects extending beyond the limits of his truck shall be properly signed, i.e., red flags.

C.8.3 Transportation of Workmen

No driver of a municipal vehicle shall transport any person unless such person is provided with proper seating or sits on the floor and is protected from tools/and/or equipment by an approved bulkhead.

No person is allowed to ride on steps or running boards of municipal vehicles except sanitation swappers while actually in the operation of collecting garbage.

No one is allowed to ride in any towed vehicle.

C.8.4 Oversize and Overweight Vehicles

All municipal vehicles are subject to the Department of Commercial Transport Act and regulations.

Accordingly, no driver of a municipal vehicle shall drive such vehicle without the appropriate permits.

It is the duty of the driver to ensure that a person who is directing the movement of an oversized vehicle, is familiar with the regulations pertaining to that vehicle.

The driver of any municipal vehicle shall be sure that any oversize or overweight permit applying to such vehicle is carried on such vehicle and can be shown to a police officer when required.

C.8.5 Backing

The driver is always responsible when backing. He must be certain the way remains clear during the entire maneuver. The driver must use a guide whenever possible and no vehicle shall be reversed without first sounding the horn and sounding the horn within every 20 ft. during the maneuver.

C.8.6 Towing

Before towing any equipment, the driver shall ensure the equipment is properly attached to the towing vehicle, complete with safety chain and electrical hook-up.

C.8.6 Towing (cont'd)

Before leaving any towed equipment, the driver shall ensure that all connections are properly disconnected and that towed equipment is properly blocked against roll-away before moving towing vehicle.

C.8.7 Parking

When parking any equipment, the operator shall stop the motor, set the emergency brake and leave the transmission in gear.

When parking where there is a curb, the front wheels shall be turned into the curb, so that the curb will act as a block.

When parking on an incline (no curbing) the wheel chock, where such is provided, shall be put in place at the rear wheel of the vehicle.

If the vehicle is equipped with air brakes, driver shall drain air reservoirs and leave drain cocks open after completion of each working shift unless the equipment attendant is responsible to do so.

C.9.1 Radio Call Number

The radio call number to be used is the number painted on the radio and/or microphone.

C.9.2 Profane Language

According to the regulation of the Radio Division, Department of Transport, "No person shall transmit or make a signal containing profane words or language. Violation of this provision renders the person liable, on summary conviction, to a penalty."

C.9.3 Emergencies

During an emergency, such as a flood or a storm, everyone except those actively engaged in the emergency shall use the radio as little as possible.

C.9.4 Faulty Radio

The driver shall report any radio trouble to his supervisor as soon as possible.

C.9.5 Use

Each driver shall:

1. before using the radio, prepare himself so he knows exactly what he is going to say.
2. before making a call, the driver shall make sure the frequency is clear.
3. hold the microphone two or three inches from his lips and at a slight angle. He should not blow into it.
4. to transmit, press firmly down on the button located on the microphone and speak in a natural tone at a moderate speed and level of voice, not whisper or shout.
5. to listen or receive, release the button on the microphone.
6. before answering a message, wait for noise from the other transmitter.

D. CARE AND MAINTENANCE OF THE MUNICIPAL VEHICLE

D.1 Drivers' Responsibilities

D.1.1 Municipal Vehicle Condition

Drivers of all Municipal vehicles shall maintain their vehicles in a clean condition and be responsible for conducting daily checks and reporting defects on the appropriate form. Vehicles which are not in safe operating condition shall not be used, in which case driver shall inform his supervisor and the mechanic-in-charge immediately.

D.1.2 Annual Motor Vehicle Branch Inspection

Drivers of assigned vehicles in the Municipal Fleet are responsible for ensuring that vehicles are inspected within the notified period and for arrangements to correct any obvious defects prior to the inspection.

D.2 Insurance Cards and Other Forms

Insurance Certificate, Registration, Accident Reports, Overweight and Oversize Permits, shall be kept in the manual folder.

D.3 Gasoline and Oil Supplies

Employees shall obtain gasoline and oil supplies for all Municipal vehicles at the Municipal Garage at the Works Yard.

D.4 Lubrication and Preventative Maintenance

The driver shall observe "Service Due" stickers and is responsible to take the vehicles in for service after informing his Supervisor no later than one day before the vehicle is due to be serviced.

D.5 Breakdown

If a Municipal vehicle should break down, the driver shall notify his Supervisor and the Garage Supervisor immediately.

D.6 Flat Tires

If the vehicle is equipped with spare tire and tools, the driver shall be responsible for changing the tire and delivering the flat tire to the Municipal Garage as soon as possible.

If the vehicle is not equipped with a spare tire, the driver shall advise the Municipal Garage of vehicle number, location of vehicle, size of tire and which tire needs servicing. The Municipal Garage will arrange for repair or replacing of the flat tire.

D.7 Accessories

Accessories are not to be removed from or added to Municipal vehicles except by authorized service mechanics and only when approved by the Superintendent, Service Centre.

E. PROCEDURE IN CASE OF ACCIDENT, THEFT, LOSS OR FIRE

E.1 Accident

E.1.1 Major accident - "Major accident shall mean any accident involving a Municipal vehicle that results in death, injury or total property damage exceeding \$200 (two hundred dollars)".

- a) The driver shall give all reasonable assistance but shall not move an injured person unless qualified in first aid. THE DRIVER IS NOT TO MAKE ANY ADMISSION OF RESPONSIBILITY FOR DAMAGES.
- b) The driver shall immediately notify his supervisor by radio and describe his needs, i.e. police, ambulance, etc.

If unable to get full response by radio, driver is to immediately telephone the police department and the supervisor in such order.

E.1.2 Minor accident - "Minor accident shall mean any accident involving a Municipal vehicle with damages of less than two hundred dollars (\$200.00)."

E.1.3 In case of a minor accident or impact, the driver completes an accident report and submits it to their Supervisor.

E.1.4 Major Accident Reports - It is mandatory that the driver make out an "Accident Report" on the approved form and submit it to their Supervisor immediately and within 24 hours of the accident to the Police Department of the area where the accident occurred.

E.2 Theft or Loss

E.2.1 If any Municipal vehicle is stolen or lost, the driver shall immediately notify his supervisor and the R.C.M.P.

E.2.2 Parts or accessories and equipment - the driver shall report all details of the theft or loss to his supervisor.

E.3 Fire

E.3.1 If a Municipal vehicle catches fire and the driver is unable to put it out by himself, he shall notify the Fire Department.

Damage and details shall be reported to their supervisor.

F. PROCEDURE IN CASE OF LAW INFRACTION

F.1 Driver at Fault

When a person operating a Municipal vehicle is guilty of an infraction of any traffic regulation involving a Municipal vehicle, he shall be solely responsible and shall pay all fines and may not claim reimbursement.

F.2 Driver's Licence Infractions

Every person required to operate a municipal vehicle shall immediately report all suspensions and restrictions of their driver's licence to their supervisor. Where a driver's licence has been suspended, the operator shall stop operating municipal vehicles immediately.

G. SAFETY POINTERS

G.1 Check brakes after having been in deep water or mud.

G. SAFETY POINTERS (cont'd)

- G.2 Check lights before night driving.
- G.3 Keep windshield, lights and licence plates clean.
- G.4 When parking, leave vehicle in gear with brake on, key off and put wheel chock in place where such is provided.
- G.5 Check rear before backing.
- G.6 Use guide while backing when possible.

H. DRIVER'S PRE-TRIP AIR BRAKE INSPECTION

- H.1 Check slack adjusters.
- H.2 Drain air tanks and close drain cocks.
- H.3 Start engine - wait until oil pressure builds up - fast idle - don't race.
- H.4 Check warning signals, low air pressure operating.
- H.5 Check pressure build-up 50 p.s.i. to 90 p.s.i. in less than 5 minutes.
- H.6 Warning signals cease approximately 60 p.s.i.
- H.7 Maximum pressure build-up over 100 p.s.i.
- H.8 Fan brakes to drop pressure to test cut-in pressure.
- H.9 Build maximum pressure, stop engine.
- H.10 Observe pressure gauge, make full application and hold, volume not to drop over 12 p.s.i.
- H.11 Hold application, observe pressure drop does not exceed 4 p.s.i. per minute.
- H.12 Vehicles equipped with spring brakes must exhaust air system to test operation.

NOTE A.

If equipped with spring brakes, be sure spring brakes are released before making full brake application to prevent compounding the pressure on the linkages and slack adjusters.

RECEIPT FORM

For Driver's and Operator's Policy Manual

NAME: _____

DATE: _____ 19 ____

I have received a copy of the District of Coquitlam Driver's and Operator's Policy Manual.

I agree to familiarize myself with the policies and instructions contained in the manual.

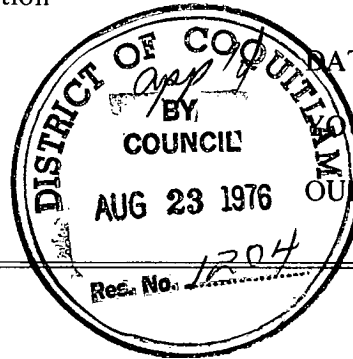
I agree to drive and/or operate municipal vehicles according to these policies and instructions.

(signature)

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF COUNCIL DEPARTMENT:
FROM: Mayor J.L. Tonn, Chairman DEPARTMENT:
CUPE Grievance & Bargaining Committee
SUBJECT: Position of Sanitation Truck Driver - Spare



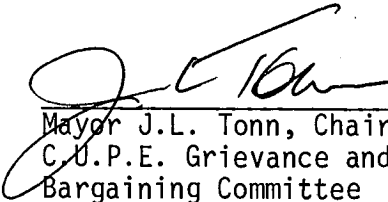
DATE: Aug. 11/76
OUR FILE: 6320
2130

Attached is a self-explanatory memorandum which was presented to the C.U.P.E. Grievance and Bargaining Committee:

The following resolution is recommended:

"That one position of Labourer 2 in the Sanitation Section - Labour Pool of the Engineering Department be reclassified to that of Sanitation Truck Driver - Spare and that this reclassified position be posted pursuant to Article 8.4 of the current Collective Agreement."

AH
AHW/acb
Attach.


Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: Mayor J.L. Tonn, Chairman DEPARTMENT: DATE: Aug. 10/76
CUPE Grievance & Bargaining Committee

FROM: Mr. F.G. Klewchuk DEPARTMENT: Personnel YOUR FILE:

SUBJECT: Position of Sanitation Truck Driver - Spare OUR FILE: 6320

The report dated April 14, 1976 to the Chairman of the Grievance and Bargaining Committee made reference to the desirability of reclassifying an additional position of Labourer 2 to that of Sanitation Truck Driver - Spare.

As the operation of the Sanitation Section is still being hindered at times by a lack of personnel qualified to drive Sanitation trucks, it is currently opportune to reclassify one vacant position of Labourer 2 in the Labour Pool to that of Sanitation Truck Driver - Spare.

The reclassification of a Labourer position would not increase the total number of established positions in the District nor would the District incur additional Labourer costs. Rather, it would insure an adequate supply of Truck Drivers who possess the appropriate license requirements, the ability to drive safely and the ability to supervise a small number of Swampers.


Once reclassified, it would be prudent, in my view, to post the position to ensure an equitable selection from among those Labourers in the District who possess the appropriate qualifications.

It is my recommendation, therefore;

"That one position of Labourer 2 in the Sanitation Section - Labour Pool of the Engineering Department be reclassified to that of Sanitation/Truck Driver - Spare and that this reclassified position be posted pursuant to Article 8.4 of the current Collective Agreement."

AHW/acb

cc - Ald. M.J. Butler
Mr. A. Phillips


F.G. Klewchuk

DISTRICT OF COQUITLAM
BARGAINING AND GRIEVANCE COMMITTEE MINUTES
SEPTEMBER 10, 1976



A joint meeting of the Bargaining and Grievance Committee and the Park and Recreation Committee of Council was held in the Municipal Hall, 1111 Brunette Avenue, Coquitlam, on Friday, September 10, 1976 at 3:00 p.m.

PRESENT:

Bargaining Committee: Mayor J. L. Tonn
Alderman J. Parks

Park & Recreation Committee: Ald. M. Gregory

Staff: F. Klewchuk, Personnel Director
D. L. Cunnings, Park & Recreation
Director.

RECOMMENDATION:

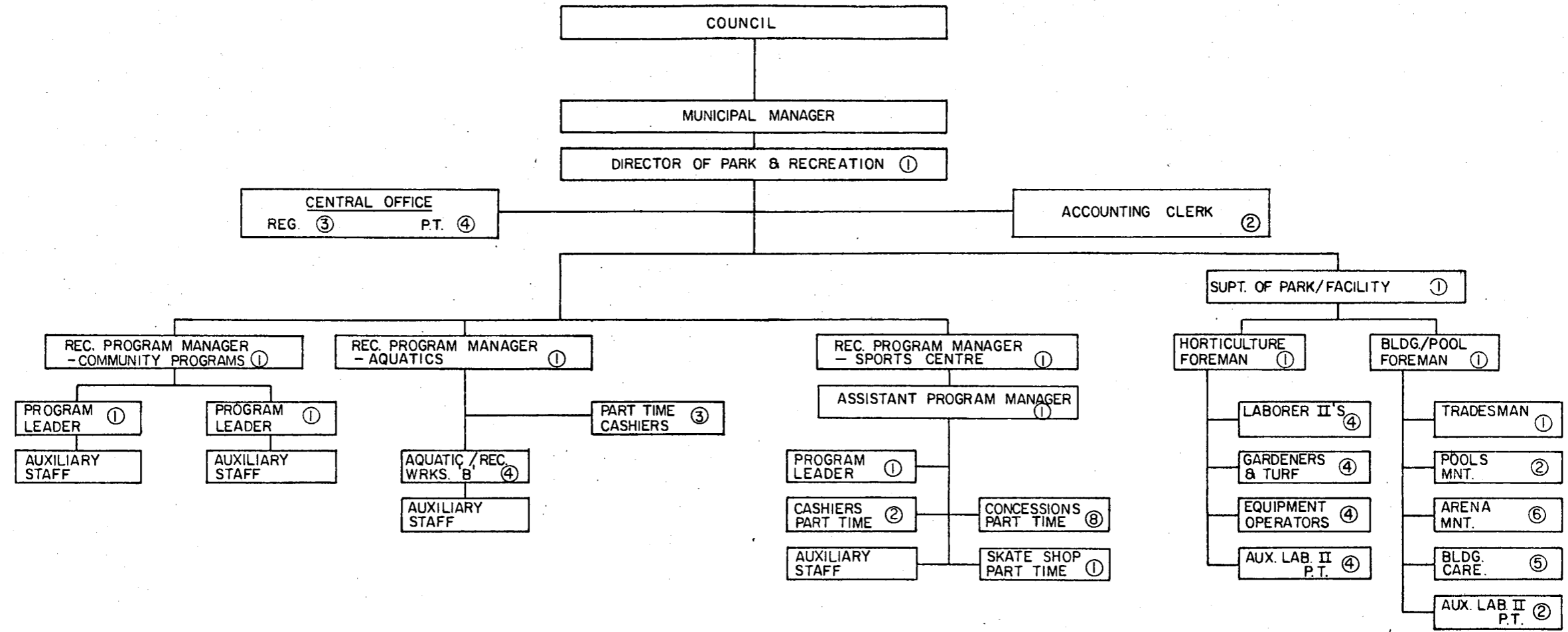
That Council ratify the unanimous action of the joint committee to modify the establishment list, and the organization of the Park & Recreation Department as follows:

- 1) Elimination of the position of Deputy Director of Parks and Recreation from the Department's establishment list;
- 2) Elimination from the establishment list of one recreation programme leader position (VACANT) within the Sports Centre section;
- 3) Establishment of the position of Assistant Recreation Programme Manager within the Sports Centre section.

CHAIRMAN

PROPOSED PARK & REC. DEPT. ORGANIZATION CHART

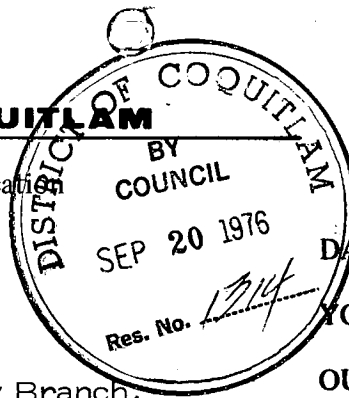
SEPT. '76



TOTAL (FULL TIME) POSITIONS — 46
 TOTAL (PART TIME) POSITIONS — 18
 TOTAL AUXILIARY STAFF — 100±

DISTRICT OF COQUITLAM

Inter-Office Communication



TO: Members of Council,
Executive Committee,
FROM: Mayor J. L. Tonn.

DEPARTMENT:
DEPARTMENT:

DATE: Sept. 8, 1976

SUBJECT: Employee Probation Report - Mr. Anthony Branch.

YOUR FILE:

OUR FILE: 1700

On August 13, 1973 Council provided the following direction:

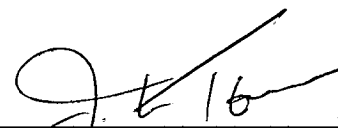
EXCLUDED PERSONNEL COMPLETING PROBATION

A discussion took place regarding the procedure to be followed by staff in respect of reporting upon performance of probationary excluded personnel prior to recommending permanent status.

It was concluded that all reports upon excluded personnel on probation should be made for Council consideration, such report to be comprehensive in regard to results of and quality of performance during probation.

Pursuant to this statement, the Employee Probation Reports for Mr. Anthony Branch, completed by the Municipal Engineer and Deputy Engineer, are contained in an attached, sealed envelope marked "Confidential". On the basis of these reports, the following resolution is recommended:

"That Mr. Anthony Branch be confirmed in the position of Superintendent - Service Centre effective September 15, 1976."


James L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee.

FGK/sa

Att'd.

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF
COUNCIL

DEPARTMENT:

DATE: Sept. 28/76

FROM: Mayor J.L. Tonn

DEPARTMENT:

YOUR FILE:

SUBJECT: Recruitment of Assistant Program Manager

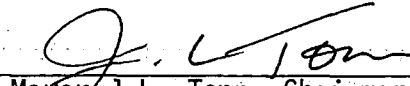
OUR FILE: 2130

I have attached the self-explanatory material presented to the C.U.P.E. Grievance and Bargaining Committee:

The following resolution is recommended:

"Mr. R. Byrne be appointed to the position of Assistant Program Manager effective October 4, 1976 at a salary of \$1245 per month (the 3rd increment of Pay Grade 21)".





Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

FGK:mc
Attach.

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance Bargaining
Committee

DEPARTMENT:

DATE: Sept. 28/76

FROM: F.G. Klewchuk

DEPARTMENT: Personnel

YOUR FILE:

SUBJECT: Recruitment of Assistant Program Manager

OUR FILE: 2130

On Monday, September 20, 1976, Council adopted the following resolution:

MOVED BY ALD. GREGORY
SECONDED BY ALD. GARRISON:

1316 That Council ratify the unanimous action of the joint committee to modify the establishment list, and the organization of the Parks and Recreation Department as follows:

1. Elimination of the position of Deputy Director of Parks and Recreation from the Department's establishment list;
2. Elimination from the establishment list of one recreation programme leader position (vacant) within the Sports Centre section;
3. Establishment of the position of Assistant Recreation Programme Manager within the Sports Centre section.

CARRIED UNANIMOUSLY

As a result of Resolution #1316/76 the position of Assistant Program Manager was posted and the successful candidate was Mr. R. Byrne.

You will recall that Mr. R. Byrne occupied the same position before it was deleted from the establishment earlier this year. At the time he was at the third increment step of the salary range. Coincidental with the deletion of the Assistant Program Manager position, Mr. Byrne was appointed to the position of Auxiliary Inspector. The appointment was made at the fifth increment step - the same salary level.

The salary ranges for the Auxiliary Inspector and Assistant Program Manager are:

Auxiliary Inspector	Pay Grade 19	\$1063	\$1102	\$1150	\$1197	\$1245
Assistant Program Manager	Pay Grade 21	\$1150	\$1197	\$1245	\$1299	\$1350

In view of the fact that

- (a) Mr. Byrne was the former Assistant Program Manager and was paid at the third increment step as of May 29, 1975;

- (b) Mr. Byrne was appointed to the position of Auxiliary Inspector on April 26, 1976 at the fifth step (same salary); and
- (c) Mr. Byrne was the successful candidate for the same re-established position of Assistant Program Manager;

It is recommended that

"Mr. R. Byrne be appointed to the position of Assistant Program Manager effective October 4, 1976 at a salary of \$1245 per month (the 3rd increment of Pay Grade 21)".



F.G. Klewchuk

cc: Ald. J. Parks
FGK:mc

Friday, October 1, 1976

File: 2130

Mayor's Office

Record of Meeting by the C.U.P.E. Grievance and Bargaining Committee to discuss the October 14 - "National Day of Protest".

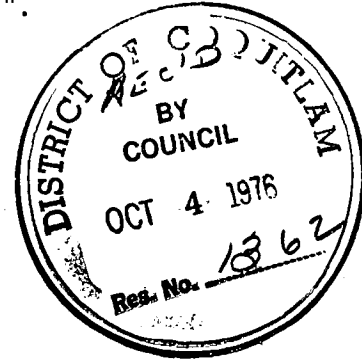
Present were:

C.U.P.E. Grievance and Bargaining Committee

Mayor J.L. Tonn, Chairman
Ald. J.M. Parks

Staff:

Mr. R. LeClair, Municipal Manager
Mr. F. Klewchuk, Personnel Director



The Committee discussed the letter of September 21, 1976 from C.U.P.E., Local 386 informing the Mayor and Council that the membership will be observing the "National Day of Protest" on October 14, 1976 by not reporting to work.

It was concluded that any effort to attempt to maintain normal operations for the day would be pointless. There were too many uncertainties regarding persons that may or may not report to work. Several work activities require a combination of skills and employees to be productive, and certain facilities must be adequately manned.

Accordingly, the following resolutions are recommended by the C.U.P.E. Grievance and Bargaining Committee:

- a) Normal operations for Thursday, October 14, 1976 to be suspended, the "excluded staff" be requested to provide needed caretaker services to the extent possible and that Local 386 be requested to make the Ice Engineer available on an On-call basis and that the R.C.M.P. Dispatchers and Telephone Operator/Typists to report to work as scheduled.
- b) The Mayor to send a letter to all employees of Local 386 in the form attached to the Report of the C.U.P.E. Grievance and Bargaining Committee dated October 1, 1976.
- c) The Municipal Clerk be requested to advise the public in an appropriate manner that certain facilities will be closed and that services such as garbage pickup will not be available on Thursday, October 14, 1976.

*APPROVED BY
Co. Res # 1363/76*

FGK/acb

Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and Bargaining
Committee

D
R
A
F
T

To: All Employees of Local 386

Date:

From: Mayor J.L. Tonn

Subject: October 14 - "National Day of Protest" File:

The District has received notice from the Canadian Union of Public Employees, Local 386 that the membership will be honoring the Canadian Labour Congress "National Day of Protest" to take place on October 14, 1976. The support will be in the form of a twenty-four (24) hour (00:01 hours to 24:00 hours) work stoppage.

The District does not condone nor does it support the C.L.C. proposal and the decision of the membership of Local 386. The views of the C.L.C. in regard to the anti-inflation program are well known and we believe the announced work stoppage will not make these views better known. The work stoppage by the membership is viewed by the District as a violation of the Collective Agreement.

The decision of the membership not to report to work presents many operational difficulties. These have been fully considered and regrettably the District has concluded that any effort to maintain normal operations would be pointless. For this reason, the "excluded staff" have been requested to provide needed caretaker services to the extent possible with the Ice Engineer (Mr. M. Bruneau) being on-call and with the help of the R.C.M.P. Dispatchers and the Telephone Operator/Typists at the Justice Building. All other members of Local 386 are requested not to report to work for the twenty-four (24) hours of October 14, 1976.

It has been further decided not to approve any paid leave including vacation and sick leave for October 14, 1976. Annual leave that has already been approved for October 14, 1976 is cancelled and is to be rescheduled to another date.

The District is most disappointed in the decision of the membership.

FGK/acb

J.L. Tonn
MAYOR

DISTRICT OF COQUITLAM

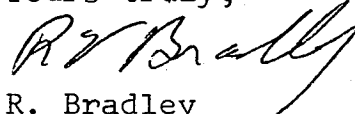
Inter-Office Communication

TO: Mayor J. Tonn & Council DEPARTMENT: Administration DATE: Sept. 21/76
FROM: R. Bradley DEPARTMENT: C.U.P.E. Local 386 YOUR FILE:
SUBJECT: PROTEST DAY - OCTOBER 14th, 1976 OUR FILE:

I wish to inform you on behalf of the membership of C.U.P.E. Local 386 that we will be honouring Thursday, October 14th, 1976 as PROTEST DAY and will not be at work.

There will, however, be essential services such as the Arena Maintenance Man to service the ice area, Watchmen for the Service Centre and R.C.M.P. Dispatchers for emergency.

Yours truly,



R. Bradley
President

LD:sh

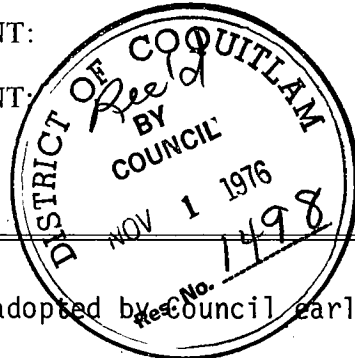
DISTRICT OF COQUITLAM

Inter-Office Communication

EXECUTIVE COMMITTEE OF
COUNCIL
FROM: Mayor J.L. Tonn
SUBJECT: Labour Relations Matters

DEPARTMENT:
DEPARTMENT:

DATE: Oct. 26/76
YOUR FILE:
OUR FILE: 2130



The following resolutions were adopted by Council earlier this year:

1. "REPORT OF ALD. M.J. BUTLER - GRIEVANCE
MR. L. McLENNAN PROMOTION COMPETITION
FOR SANITATION TRUCK DRIVER/SPARE"

MOVED BY ALD. BUTLER
SECONDED BY ALD. GREGORY

954 That the Council authorize the Personnel Director to select an arbitrator for the District.

CARRIED UNANIMOUSLY"

2. "MOVED BY ALD. GREGORY
SECONDED BY ALD. GARRISON:

1244 That Council authorize the appointment of a solicitor for preparation and presentation to the Labour Relations Board concerning excluded status of Deputy Fire Chief.

CARRIED UNANIMOUSLY"

It is my pleasure to report that:

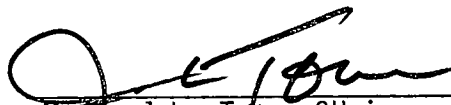
1. The Canadian Union of Public Employees, Local 386, have decided not to proceed with the grievance to a Board of Arbitration;
2. The Labour Relations Board have determined that the Deputy Fire Chief is to be excluded from the definition of "employee" under Labour Code of British Columbia.

This should conclude the above Labour Relations matters. Accordingly, it is recommended that:

Accordingly, it is recommended that:

"The report on Labour Relations matters dated October 26, 1976 be received for information."

FGK/acb


Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

Friday, October 29, 1976
Council Chambers

Record of meeting by the C.U.P.E. Grievance and Bargaining Committee and the Health and Welfare Committee to discuss the Provincial take-over of Social Welfare Services.

Present were:

C.U.P.E. Grievance and Bargaining Committee:

- Mayor J.L. Tonn
- Ald. J.M. Parks

Health and Welfare Committee:

- Ald. J.W. Gilmore
- Ald. L. Garrison

Staff:

- Mr. R.A. LeClair, Municipal Manager
- Mr. H. Castillou, Municipal Solicitor
- Mr. F. Klewchuk, Personnel Director

The Municipal Manager commenced by providing a verbal summary of information contained in the attached reports and concluded by responding to several questions.

The Committees next attended to the recommendations made by the Municipal Manager. These were:

1. Unionized Employees:

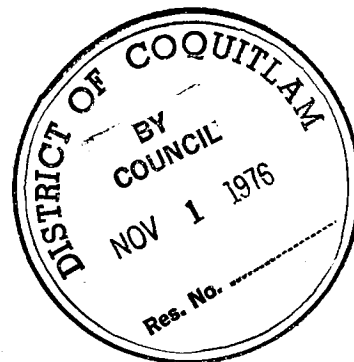
Recommendations:

- A. That casual written notice be given unionized employees as soon as possible in the form of letter attached marked "A".
- B. That legal notice of termination be given unionized employees, the timing of same to be in accordance with direction of the Municipal Solicitor.

2. Non-Unionized Employees:

Recommendations:

- A. That casual written notice be given non-unionized employees as soon as possible, such notice to be in the form of letter attached marked "B".
- B. That permission be immediately sought from the Labour Relations Board to alter the working conditions of the two subject employees.

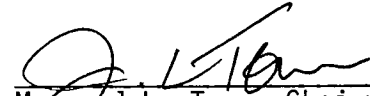


- C. That legal notice of termination be given these two employees, the timing of same to be in accordance with the direction of the Municipal Solicitor.
- D. Without making an immediate decision, that the committees, to which this report is addressed, give consideration to recommending an income continuance settlement to these two employees over a period of at least one year, income continuance to be at their current income level, the period to commence as of and from the date of the legal notice of termination, it being provided that these two employees must, as a condition of the offer, apply for and use their best efforts to securing positions of Social Workers or District Supervisors which are posted by D.H.R., it being further provided that application must not be made for positions outside of what is commonly referred to as the Lower Mainland area of British Columbia.

The following are recommended by the two Committees for approval by Council:

- "1. That casual written notice be given unionized employees in the form of letter attached to report by Municipal Manager marked "A" as soon as possible following a meeting between Personnel Director and representatives of C.U.P.E., Local 386 regarding the letter.
- 2. That legal notice of termination be given unjonized employees, the timing of same to be in accordance with direction of Municipal Solicitor.
- 3. That casual written notice be given to non-unionized employees as soon as possible in the form of letter attached to report by the Municipal Manager marked "B".
- 4. That permission be immediately sought from the Labour Relations Board to alter the working conditions of the Welfare Administrator and Deputy Welfare Administrator.
- 5. That the legal notice of termination be given these two employees, the timing of same to be in accordance with the direction of the Municipal Solicitor.
- 6. That the Welfare Administrator and Deputy Welfare Administrator be advised verbally that a termination settlement is being considered by Council and that it will be finalized at a later date."

FGK/acb


Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

DISTRICT OF COQUITLAM

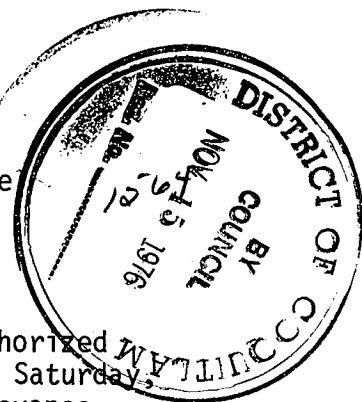
Inter-Office Communication

TO: EXECUTIVE COMMITTEE DEPARTMENT: DATE: Nov. 12, 1976
OF COUNCIL
FROM: MAYOR DEPARTMENT: YOUR FILE:
SUBJECT: SEMINAR ON CURRENT ISSUES IN GRIEVANCE ADMINISTRATION OUR FILE: 1140

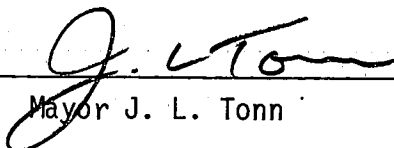
I have attached self-explanatory material presented by the Personnel Director.

The following resolution is recommended:

"Messrs. H. Castillou and F. Klewchuk are authorized to attend a seminar on Friday, Nov. 26th and Saturday, November 27th, 1976 on Current Issues in Grievance Arbitration; the Registration Fee and allowable expenses not to exceed \$150.00 per person."



FGK:db
attached



Mayor J. L. Tonn

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: Mayor J.L. Tonn, Chairman DEPARTMENT: DATE: Nov. 10/76
CUPE Grievance & Bargaining Committee
FROM: Mr. F. G. Klewchuk DEPARTMENT: Personnel YOUR FILE:
SUBJECT: Seminar on Current Issues in Grievance Administration OUR FILE: 1140

I have attached a self-explanatory circular on a seminar that Mr. H. Castillou and myself would very much like to make application for attendance.

The topics are most interesting and the speakers are of high reputation in the labour relations field.

We respectfully request your recommendation to Council that:

"Messrs. H. Castillou and F. Klewchuk are authorized to attend a seminar on Friday, November 26 and Saturday, November 27, 1976 on Current Issues in Grievance Arbitration; the Registration Fee and allowable expenses not to exceed \$150.00 per person."

The Treasury Department have confirmed that funding is available in the general staff provisions for conferences and seminars.

FGK/acb
Attach.


F.G. Klewchuk

cc - Mr. H. Castillou
Mr. R. LeClair



CURRENT ISSUES IN GRIEVANCE ARBITRATION



A One and One-Half Day Seminar

FRIDAY NOVEMBER 26 AND SATURDAY NOVEMBER 27, 1976

To be held at the E.D. MacPhee Executive Conference Centre,
Henry Angus Building (northwest entrance), The University of British Columbia.
(Parking Lot "L" Entrance 6, Marine Drive)

BACKGROUND AND AIMS

This seminar is designed to present persons involved in grievance arbitration with analyses of the major issues before arbitrators in B.C. and Western Canada in recent months. The programme is directed at members and chairmen of arbitration boards, persons appearing before arbitrators, and individuals who prepare cases for arbitration. All speakers are active arbitrators from the U.B.C. Faculty of Law or the labour relations community of British Columbia. The Seminar is sponsored by the Institute of Industrial Relations of the University of British Columbia and the Arbitration Service Branch of the B.C. Department of Labour.

FORMAT

There will be a speaker on each topic, followed by questions and comments. Participation will be limited to thirty-five persons in order to permit full discussion of all points raised. Each participant will receive a copy of each speaker's presentation.

OUTLINE AND SPEAKERS

- I. The B.C. Labour Relations Board and Arbitration
Mr. Paul Weiler, Chairman, B. C. Labour Relations Board
- II. Emerging Problems in Discipline and Discharge.
 - A. Probationary Employees
Mr. Dalton Larson, Member of the B.C. Bar
 - B. Substitution of Penalties
Mr. Richard B. Bird, Member of the B.C. Bar
 - C. Nonculpable Offences
Prof. J.M. Weiler, U.B.C. Faculty of Law
 - D. Purpose of Discipline
Mr. Clive McKee, Arbitrator
 - E. Work Now, Grieve Later
Prof. J.M. McIntyre, U.B.C. Faculty of Law
- III. Use of Extrinsic Evidence
Prof. Peter Gall, U.B.C. Faculty of Law
- IV. Current Issues with Seniority
 - A. Selected Problems with Seniority
Prof. Joseph Smith, U.B.C. Faculty of Law
 - B. Promotion and Seniority
Mr. Bryan Williams, Member of the B.C. Bar

**Please Note: Because of the exigencies of legal practice, this order of presentation is subject to change.*

FEE: \$125.00, INCLUDES LUNCHEON BOTH DAYS AND COPIES OF ALL PAPERS DELIVERED.

-REGISTRATION FORM-

Name and Title: _____

Address: _____

Telephone: _____

Receipts will be issued for income tax purposes on request: YES NO

PLEASE MAKE CHEQUE PAYABLE TO THE INSTITUTE OF INDUSTRIAL RELATIONS, U.B.C.

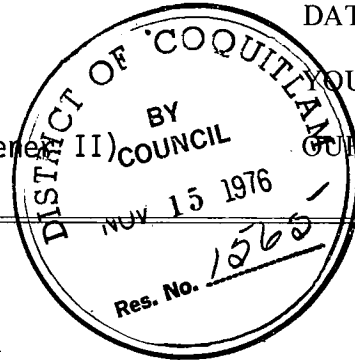
Mail To: Office of the Director, Institute of Industrial Relations,
University of British Columbia, 2075 Wesbrook Mall,
Vancouver, B.C., Canada V6T 1W5 (Phone: 228-4977)

CLERKS'

DISTRICT OF COQUITLAM

Inter-Office Communication

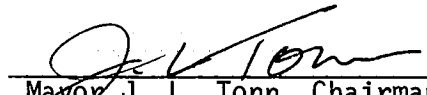
TO: Executive Committee of Council DEPARTMENT: DATE: Nov. 12, 1976
FROM: Mayor J. L. Tonn DEPARTMENT: YOUR FILE:
SUBJECT: Recommended Suspension of Mr. D. Bell (Gardener II) YOUR FILE: 2130 (3)



On Monday, November 8th, 1976, and again on Wednesday, November 10th, 1976, the C.U.P.E. Grievance and Bargaining Committee fully reviewed all of the events which led to the suspension on Friday, November 5th, 1976, of Mr. David Bell, Gardener II in the Parks and Recreation Department.

Accordingly, the following resolution is recommended:

That Mr. David Bell, Gardener II, employed in the Parks and Recreation Department be suspended without pay for misconduct from November 5th, 1976 to May 4th, 1977 inclusive and that the Municipal Manager be authorized to notify Mr. Bell of the suspension in the form of the letter attached as Exhibit "B". Further, that in the event a grievance pertaining to this suspension is submitted, the Municipal Manager is authorized to disregard all lower levels of the Grievance Procedure and have the matter submitted to a Board of Arbitration.



Mayor J. L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

CONFIDENTIAL

File: 2130 (3)

Wednesday, November 10th, 1976
Committee Room

A record of the meeting of the Canadian Union of Public Employees' Grievance and Bargaining Committee which was convened to investigate disciplinary action which should be recommended to Council as a result of the incidents involving Mr. David Bell, Gardener II in the Parks and Recreation Department.

Present were:

C.U.P.E. Grievance and Bargaining Committee

Mayor J. L. Tonn, Chairman

Alderman J. Parks

Staff: Mr. D. Buchanan, Acting Municipal Manager
Mr. F. Klewchuk, Personnel Director
Mr. H. Castillou, Municipal Solicitor
Mr. A. Woodbury, Personnel Officer

The meeting commenced with a brief recital by Mr. A. Woodbury of the events which led to the suspension of Mr. D. Bell, Gardener II in the Parks and Recreation Department. These events were described as they were related during the meeting of the C.U.P.E. Grievance and Bargaining Committee which was convened on November 8th, 1976.

The Committee members, by the conclusion of the summarization, were of the opinion that a suspension of approximately six months should be given to Mr. Bell.

The Personnel Director, at this point, distributed to all persons in attendance, a draft of a letter of suspension over which discussion ensued on matters pertaining to grammar and clarity.

Don Buchanan, having been previously committed to attend another meeting, entered the room at 12:45 p.m.

General discussion followed, most of which pertained to the justification for issuing a six month suspension. It was agreed, by Committee members, that Mr. Bell's threatening remarks on two occasions, combined with his demonstrated untrustworthiness and his attempt to disrupt the work situation by annoying and discomposing the foreman, provided ample justification for a six months suspension.

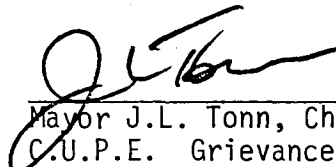
In an attempt to formalize the Committee's recommendation, Alderman Parks motioned that a recommendation be presented to Council for a six months suspension of Mr. Bell. The Chairman seconded the motion.

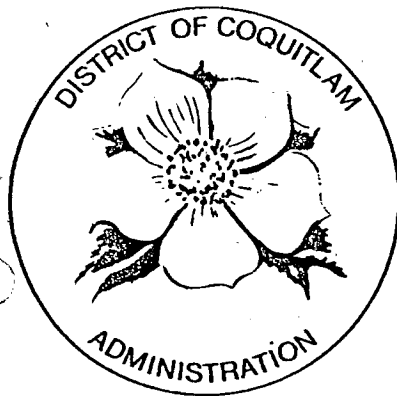
The Committee members were also unanimous in their decision to immediately advise Canadian Union of Public Employees, Local 386, of their recommendation which would be presented to the Executive Committee of Council on Monday, November 15, 1976.

The Chairman concluded by advising the Personnel Director of certain revisions which he thought should be made to the penultimate paragraph of the draft letter presented earlier to the Committee members.

The meeting adjourned at 12:50 p.m.

AHW:db
c.c. Ald. Parks
Municipal Manager


Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee.



DISTRICT OF COQUITLAM

1111 BRUNETTE AVENUE, COQUITLAM, B.C. PHONE 526-3611

V3K 1E8

MAYOR J.L. TONN

November 16, 1976

Mr. D. Bell
6020 Bradner Road
R.R. #1
Mount Lehman, B.C.

Dear Mr. Bell:

This is further to our letter of November 5, 1976 concerning your suspension without pay pending investigation.

You are hereby informed that you are being suspended without pay from November 5, 1976 to May 4, 1977 inclusive. This suspension has been decided because of the nature of your conduct on November 3 to and including November 5, 1976.

Your conduct on November 3 and November 4, 1976 relating to the crocus bulbs was a demonstration of untrustworthiness amounting to irresponsibility. During the investigation you indicated that it had been your intention to aggravate your supervisor and this we also find as a deliberate and serious act of misconduct. We are simply unable to subscribe to the notion, ably argued by your representatives, that your actions were of an innocent nature.

In addition, on November 5, 1976, during a preliminary investigation of the events, you directed obscene language and threatening remarks at a fellow employee and later about the same employee. We consider this behaviour as serious misconduct and in our view inconsistent with the reasons given for your actions on November 3 and November 4, 1976.

We wish to warn you that the District considered your conduct as extremely serious and that it bordered on dismissal.

Yours truly,

FGK/jm

R.A. LeClair
Municipal Manager

c.c. to: Union, Local 386
Personnel Director, Park & Rec. Dir.,
Municipal Treasurer

C O N F I D E N T I A L

Monday, November 8, 1976
Council Chambers

Record of meeting by the C.U.P.E. Grievance and Bargaining Committee to investigate the incident which lead to the suspension of Mr. David Bell, Gardener 2 in the Parks & Recreation Department.

Present were:

C.U.P.E. Grievance and Bargaining Committee

Mayor J.L. Tonn, Chairman
Ald. J. Parks

Staff:

Mr. D. Buchanan, Acting Municipal Manager
Mr. F. Klewchuk, Personnel Director
Mr. A. Saenger, Supt. - Parks & Facilities
Mr. H. Waidelich, Foreman - Horticulture & Forestry
Mr. A. Woodbury, Personnel Officer

Union Representatives:

Mr. R. Bradley, President - C.U.P.E., Local 386
Mr. M. Gates, Shop Steward
Mr. J. Denofreo, C.U.P.E. Regional Representative.

The Chairman opened the meeting with a few introductory remarks after which time he requested the Personnel Director to briefly summarize the circumstances surrounding the suspension of Mr. D. Bell. At this time, the Personnel Director indicated that he had received a report from the Parks Superintendent on Friday, November 5, 1976 which contained allegations which were serious enough to warrant the recommended suspension from active duty of Mr. David Bell, Gardener 2 in the Parks & Recreation Department. The Personnel Director indicated that the suspension was not given lightly, but rather only after extensive discussion with the Municipal Manager and other concerned managers. Subsequent to a meeting in the Municipal Manager's office at which time the Acting Municipal Manager was present, a letter was drafted informing Mr. Bell that he was to be suspended from duty without pay pending investigation of alleged intention to steal District property. This letter was hand-delivered to Mr. Bell on the afternoon of November 5, 1976. The Mayor was briefed on November 8, 1976 and as a result of that briefing scheduled this meeting today. Unfortunately, the District has been unable to contact Mr. Bell so that he may attend this meeting. The Personnel Director then asked the Parks Superintendent, who he felt was better informed, to describe the events which preceded the suspension.

The Parks Superintendent then described the events which he felt were pertinent to the issue at hand. Late last year, a private citizen told Adolf Saenger that she observed that many bulbs were not being planted, but rather were being taken home. Upon being asked, she declined to substantiate

her allegations. However, in an attempt to eliminate this situation in future, all employees were advised that bulbs not planted were to be placed and locked in the Foreman's truck.

The Parks Superintendent then related the incident which he alleged took place on Wednesday, November 3, 1976. The Parks Superintendent stated at this time that Mr. Bufante is responsible for maintenance of Blue Mountain Park. Apparently on November 3, 1976, Mr. Waidelich was instructed to be sure that all unplanted bulbs were placed in his truck and Mr. Waidelich carried out this direction by instructing Mr. Bell to place the excess bulbs on the ground which, later in the day, would be transported to the Foreman's truck. Later in the afternoon, the Foreman, thinking something amiss, approached Mr. Bell and asked if he could search his truck. The Foreman subsequently searched the truck and found a bag of between 200 and 300 crocus bulbs under the drivers seat behind some rain gear. Upon discovering the bulbs, the Foreman placed them on the seat of his own truck. On Wednesday, November 3, 1976, shortly after 4:00 p.m., the Foreman contacted the Parks Supt. in an "upset condition" to explain the events that had just occurred.

On the following morning, November 4, 1976, Mr. Bell and his crew were working at the Justice Building. On this day, the Foreman asked Mr. Bell to explain how the bulbs had got under the drivers seat of his truck. Mr. Bell at this time denied any knowledge of how they got there.

On Friday, November 5, 1976, at 8:00 a.m., the crew which had been working at the Blue Mountain Park on the day in question, were asked to assemble to explain all of the events which may have occurred on the day in question. This meeting was comprised of the following people:

- A. Saenger, Supt. - Parks & Facilities
- H. Waidelich, Foreman - Horticulture & Forestry
- A. Taylor, Foreman - Pools & Buildings
- D. Bell, Gardener 2
- S. Bufante, Gardener 2
- M. Miyaoka, Gardener 1
- P. Cave, Labourer 2
- Mr. Shaw, Labourer 2
- M. Gates, Equipment Operator
- E. Gonsalves, Labourer 2
- N. Staff, Utility Man

At some point in this meeting, Mr. Gates objected to the statement which accused Mr. Bell of placing the bulbs in the truck. The Parks Superintendent could not extract adequate information from the group and consequently threatened to involve top management and the police, if necessary. At this point, Mr. Bell indicated that he had put the bulbs in the truck. Mr. Bell also accused Mr. Bufante of tipping-off the Foreman to the fact that he had taken the bulbs. In addition, the Parks Superintendent indicated that abusive language was used during the meeting, including the statement, "I am going to get him". The Parks Superintendent indicated that the word "him" referred to Mr. Bufante.

Subsequent to the meeting on November 4, 1976, Mr. Bell was asked to attend another meeting with Mr. Gates, Mr. Taylor and Mr. Waidelich in attendance; at which time Mr. Bell was asked either to resign or to suffer

the consequences of a recommended suspension or dismissal.

The Parks Superintendent continued by saying that Mr. Bell chose not to resign at this time and consequently the Parks Superintendent informed Mr. Klewchuk. Later, Mr. Bradley, Mr. Buchanan, Mr. Klewchuk and others who were not named met to discuss the incident in question. As a result of that meeting a letter of suspension was drafted and hand delivered to Mr. Bell at approximately 3:15 p.m. on November 5, 1976.

When the Parks Superintendent had finished relating the events, Mr. Joe Denofreo stated that the allegation which was made last year by a private citizen was irrelevant. Ald. Parks replied that it was not irrelevant in that it provides a background and provides reasoning for the policy which was later implemented by the Parks Superintendent and further, that it does not necessarily cast a shadow on Mr. Bell.

Mr. Mike Gates then related his version of the events which occurred late last week. On Wednesday, November 3, 1976, at 3:30 p.m., Mr. Gates was about to depart Blue Mountain Park when Truck #142 was searched by Mr. Waidelich who found bulbs under the front seat.

On Thursday, November 4, 1976, at 9:30 a.m., the Superintendent questioned Mr. Gates about the bulbs.

On Friday, November 5, 1976, at 8:15 a.m., the Superintendent scheduled a meeting at which time he indicated to those in attendance that he did not want interruptions, regardless of circumstances. Subsequent to this warning Mr. Gates apparently interrupted the Superintendent who told him that another outburst would result in his dismissal from the meeting. At one point in the meeting when Mr. Gates inquired as to what action would be taken against Mr. Bell, no answer was received from the Superintendent. Upon being questioned by members of the C.U.P.E. Grievance and Bargaining Committee, Mr. Gates confessed that he had heard Mr. Bell say that the latter had put the bulbs in the truck.

In an attempt to clarify the number and species of bulbs involved, the Mayor jointly questioned Mr. Waidelich and Mr. Saenger who replied that the bulbs numbered between 200 and 300 were in a paper bag marked "crocus" which was partially filled. They further stated that the bulbs were found under the seat of the truck and were not visible from the outside. Mr. Gates further asserted that no one had asked Mr. Bell why he had bulbs in his truck especially considering the fact that Mr. Bell is a Gardener. The Mayor replied that it appeared very strange that his coat was placed over the bulbs. In an attempt to determine exactly how the bulbs are normally carried, the Mayor posed the question to the Superintendent who replied that bulbs are carried in the back of the Foreman's truck unless inclement weather prevented this procedure -- at which time they are put in the cab of the Foreman's truck. The Superintendent concluded his reply by stating that November 3, 1976 was a sunny day.

In reply to questions posed by the Mayor and Ald. Parks, Mr. Gates stated that Mr. Bell screamed and hollered in the heat of anger at the meeting in which he is alleged to have made threatening remarks to Mr. Bufante. Under more precise questioning, Mr. Gates admitted that

Mr. Bell had said, "You'd better get a guy out there."

Upon being questioned by the Mayor, the Parks Superintendent indicated that at the meeting of November 5, 1976 at 8:15 a.m., Mr. Bell said to Mr. Bufante, "I'll get you cock sucker." And, "I'll go after Bufante if it's the last thing I do."

At this point Mr. Gates admitted that after the meeting Mr. Bell had said "you'd better get that guy out of there." But Mr. Gates also indicated that no gestures were later made even though he worked with Mr. Bufante for the rest of the day. Mr. Joe Denofreo who interjected at this point, indicated that the number of employees who attended the meeting, the nature of the meeting and the threats to summon police all created an atmosphere which might be conducive to those types of remarks being made by an accused man.

General discussion followed, most of which pertained to procedures which should be followed in planting bulbs. Salient points of discussion included a statement by Ald. Parks who concluded that Mr. Bell, by his own admission put the bulbs in the truck. Mr. Bradley interjected by mentioning that he has all kinds of equipment behind the seat of his truck, as do other employees. He further stated that some employees are expressing their anxiety that they may be accused of theft as a result of having tools, tapes and other equipment in their machinery. Finally, Mr. Joe Denofreo indicated that termination would be a rather severe penalty in view of the small alleged crime. Mr. Gates, at this time, indicated that various pieces of Municipal property had been transferred to and from Mr. Cunnings' house; that Christmas trees have been delivered to at least nine different houses in the past, among which include the homes of Mrs. Ryan and Mike Powley; that wood has been cut and taken home for staff and that is has been cut into shorter lengths on company time for Adolf Saenger; and that in the past bedding plants and/or wood has been taken by staff and yet no action has been taken by supervisors. Mr. Gates further stated that one box contained six bedding plants and he was allowed in the past by Jim Slater to take one box home. Mr. Gates also stated that garbage has been picked up at Mr. Cunnings' house on Sunday.

Mr. Denofreo stated that if a policy does indeed exist, it should be enforced across the board. He expressed his concern that in this particular case one person is being singled out for punishment and because condonation by the employer has occurred in the past, severity of disciplinary action should be affected.

Upon being questioned, Mr. Gates admitted that condonation had been practiced in the past, it was not being practiced to any great extent this year.

At 2:10 p.m., the Chairman called for a recess.

The meeting recommenced at 2:40 p.m. at which time Mr. David Bell joined the meeting.

Mr. Bell was then asked to explain his version of the events which surrounded his suspension. He commenced by stating that as a result of a search of his truck on the afternoon of November 3, 1976, a bag of from 200 to 300 bulbs was discovered under the drivers' seat. Mr. Bell, having admitted to placing the bulbs under the seat, could not explain or give any reason why he placed them there. Upon being questioned by Committee members, Mr. Bell further stated that the bulbs could have been placed under the front seat of the truck for a number of reasons, and when further questioned, indicated that he was annoyed at having oppressive supervisors and particularly wanted to "hassle" Hans Waidelich because the latter tends to act as an overseer. He summarized his statement by saying that bulbs were placed under the seat to bait the Foreman. Upon being questioned further Mr. Bell said that he could not perceive what would have happened at the end of the day had Hans not discovered the bulbs. He also said that he has not participated in other "baiting" practices.

Having been questioned yet further, Mr. Bell denied that his intention was to steal the bulbs and when asked by Ald. Parks his reasons for not earlier denying the allegation of theft, Mr. Bell replied, "I was never asked." Further, he stated that he earlier denied any knowledge of the bulbs because he thought the situation was escalating out of proportion to the alleged misdeed. Mr. Bell also stated that at the 8:00 a.m. meeting, "I just kinda blew up at Bufante."

General discussion followed, most of which pertained to the setting in which the misdeed occurred. It was established that the bulbs in Blue Mountain Park were on the grass, approximately thirty feet from the truck in which they were placed; further, that there were three municipal trucks and the Superintendent's car at Blue Mountain Park at one point in the day. In the general discussion that ensued, Mr. Bell indicated that he had worked for the District for seven and one-half years and he has borrowed small tools on occasion over weekends. Upon being asked by the Chairman if the borrowing of tools over the weekend is standard practice, he replied that it is not general practice.

Admitting that his intention was to hide the bulbs from the Foreman's view, Mr. Bell continued his discussion by stating that in the past there have been three Gardeners whose combined experience totals in excess of twenty years. The Gardeners to which he alluded apparently feel that oppressive supervision is unwarranted and he brought up an example of one Gardener being suspended for using the wrong tools.


At the Chairman's assertion that the supervisor is being paid to direct the subordinates' activities, Mr. Denofreo stated that a person who improperly performs his job should be terminated for incompetence and suggested that an employee who has worked for seven and one-half years without incident should not be punished any more severely than that already meted out.

Receiving no further comments or questions from anyone in attendance the Mayor recessed the meeting at 3:10 p.m.

The meeting recommenced at 3:35 p.m. at which time the Chairman indicated that a meeting of the C.U.P.E. Grievance and Bargaining Committee will be scheduled for Wednesday, after which time a recommendation will be forwarded for the consideration of Council. In the interim period, the suspension will remain in force.

A final comment was made by Mr. Joe Denofreo who suggested that the Union and management meet under similar circumstances in the future, prior to issuing an order of suspension. The Chairman, who was opposed to this suggestion, adjourned the meeting at 3:40 p.m.

AHW/acb



Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and
Bargaining Committee

DISTRICT OF COQUITLAM

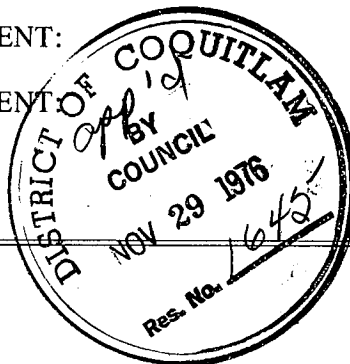
Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF COUNCIL DEPARTMENT:
FROM: Mayor J.L. Tonn, Chairman DEPARTMENT
CUPE Grievance & Bargaining Committee
SUBJECT: Suspension - Mr. D. Bell, Gardener II

DATE: Nov. 24/76

YOUR FILE:

OUR FILE: 2130

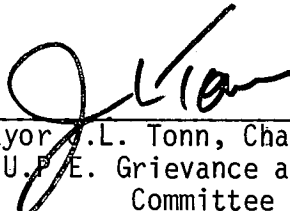


Attached is a brief memorandum from the Personnel Director advising that C.U.P.E., Local 386 have decided to refer the above noted matter to a Board of Arbitration.

The following resolution is recommended:

"Council authorizes the Personnel Director to select an arbitrator for the District."

FGK/acb
Attach.



Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and Bargaining
Committee

DISTRICT OF COQUITLAM

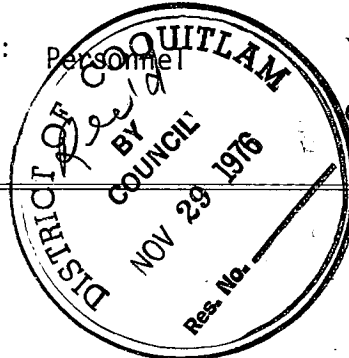
Inter-Office Communication

TO: Mayor J.L. Tonn, Chairman DEPARTMENT: CUPE Grievance & Bargaining Committee
FROM: Mr. F.G. Klewchuk DEPARTMENT: Personnel
SUBJECT: Suspension - Mr. D. Bell, Gardener II

DATE: Nov. 24/76

YOUR FILE:

OUR FILE: 2130 (3)



On Monday, November 15, 1976 Council adopted the following resolution:

REPORT OF GRIEVANCE & BGN. COMM. -
RECOMMENDED SUSPENSION OF D. BELL

MOVED BY ALD. PARKS
SECONDED BY ALD. GARRISON:

1565 That Mr. David Bell, Gardener II, employed in the Parks and Recreation Department, be suspended without pay for misconduct from November 5, 1976 to May 4, 1977, inclusive, and that the Municipal Manager be authorized to notify Mr. Bell of the suspension in the form of the letter attached to the report as Exhibit "B". Further, that in the event a grievance pertaining to this suspension is submitted, the Municipal Manager is authorized to disregard all lower levels of the Grievance Procedure and have the matter submitted to a Board of Arbitration.

CARRIED UNANIMOUSLY

I have attached a copy of a letter received today by the District advising that the Canadian Union of Public Employees, Local 386 intend to refer the suspension to a Board of Arbitration.

The following resolution is suggested for recommendation to Council:

"Council authorizes the Personnel Director to select an arbitrator for the District."

FGK/acb
Attach.


F.G. Klewchuk

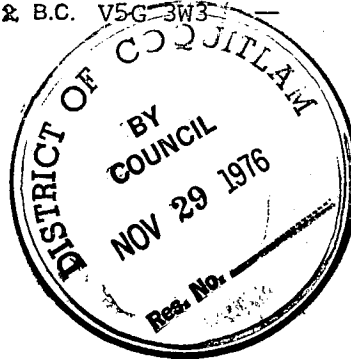
Canadian Union of Public Employees - Syndicat Canadien de la Fonction Publique

LOWER MAINLAND AREA OFFICE

Suite 228, 4925 Canada Way, Burnaby 2, B.C. V5G 3W3

Telephone 291-8415

November 23, 1976



Mr. D. Klewchuk, Personnel Director
District of Coquitlam
1111 Brunette Avenue
COQUITLAM, B. C. V3K 1E8

Dear Sir:

With regard to the suspension of David Bell, it is the union's understanding that both parties move directly to arbitration.

The Union appointee to the Board of Arbitration is Mr. F. S. Dumphy, 636 Fairway, North Vancouver, B.C., telephone 929-1536.

It would be appreciated if you would inform the Union appointee and the union of the Districts appointee as soon as possible, so that a chairman may be decided upon and this matter may be dealt with.

Yours truly,

A handwritten signature in cursive script that reads "Joe Denofreo".

JOE DENOFREO, Representative
For and on behalf of
CUPE Local 386

JD/nt
opeiu-491

cc: Bob Bradley, President
CUPE Local 386

Len Stair, Representative

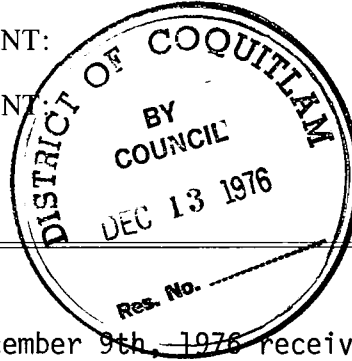
DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF COUNCIL
FROM: Mayor J. L. Tonn
SUBJECT: Time off during Holiday Season

DEPARTMENT:
DEPARTMENT:

DATE: Dec. 10, 1976
YOUR FILE:
OUR FILE: 2130 (3)



Attached hereto is a letter dated December 9th, 1976 received from C.U.P.E., Local 386, which requests the District to continue with the traditional half day off either on Christmas Even or New Years Eve.

Historically, Department Heads have been permitted to allow employees either one half day off with pay on December 24th, or one half day off with pay on December 31st, such discretion being allowed on the understanding that the offices were to remain open to serve the public on said half days.

The following information may be of assistance to Council in considering the request by Local 386.

1. General holidays of Christmas Day and Boxing Day fall on Saturday and Sunday this year.
2. The general holiday of New Years Day falls on Saturday.
3. The "public sensitive" services of recreation facilities, Justice Building and Sanitation Collection are scheduled for operation on December 24th and 31st.
4. If Council wishes to grant some time off with pay during the Holiday Season, it will be possible in most cases for supervisors to make the appropriate arrangements.

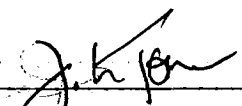
Three resolutions are presented for consideration of Council:

1. "The Municipal Manager be authorized to make appropriate arrangements to enable as many day shift employees as possible to leave at 3:00 p.m. on December 24th and 31st, 1976; and
2. Those day shift employees required to work their full shift on either or both days shall be given equivalent time off with pay on or before March 31st, 1977 at the discretion of the Supervisor."

APPROVED BY
CO. RES. 1714/76

2. "That Council authorize Department Heads to schedule a half day off with pay (not a municipal holiday) for staff (save for personnel on vacation, sick or other leave on both December 24th, 1976 and December 31st, 1976) on either December 24th, 1976 or December 31st, 1976 on the understanding that a sufficient level of service would be maintained at recreation facilities, Justice Building, sanitation services and all municipal offices on those days; it being further provided that persons required to work full days on both December 24th, 1976 and December 31st, 1976 must be given half day off with pay on or before March 31st, 1977 at the discretion of the supervisor."
3. "That no seasonal time off be given this year."

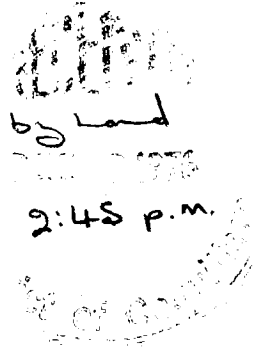
FGK:db
attached



Mayor J. L. Tonn, Chairman
C.U.P.E. Grievance and Bargaining
Committee

C.U.P.E. Local 386
c/o 1111 Brunette Ave
Coquitlam, B.C.
December 9, 1976.

Mr. R. LeClair
Municipal Manager,
District of Coquitlam,
1111 Brunette, B.C.
Coquitlam, B.C.



Dear Sir:

In previous years it has been customary for management to give a half day off on either December 24th or 31st. On behalf of the members of local 386 I am enquiring whether this will be the case this year.

Yours truly
T. Reynolds
T. REYNOLDS
Secretary-Treasurer
C.U.P.E. Local 386

DISTRICT OF COQUITLAM

Inter-Office Communication

TO: EXECUTIVE COMMITTEE OF COUNCIL

DEPARTMENT:

DATE: Dec. 10/76

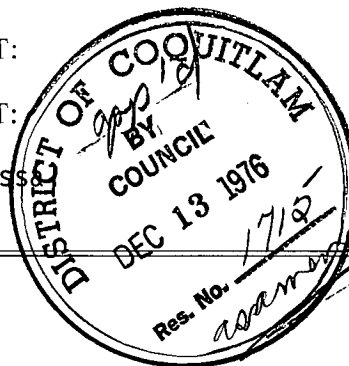
FROM: Mayor J.L. Tonn

DEPARTMENT:

YOUR FILE:

SUBJECT: Mr. David Bell - Recommendation for dismissal

OUR FILE: 2130



You will recall that on November 15, 1976, Mr. David Bell, Gardener 2, employed in the Parks and Recreation Department was suspended without pay for acts of misconduct from November 5, 1976 to May 4, 1977 inclusive. At the time of the suspension the District offered to refer the matter to a Board of Arbitration. C.U.P.E., Local 386 agreed and advised the District of their appointee by letter dated November 23, 1976.

However, Mr. David Bell elected, instead of awaiting the Arbitration decision, to establish an unlawful picket on November 30, 1976 near the entry to the Municipal Works Yard. The existence of this unlawful picket delayed employees for a number of hours from reporting to work at the Municipal Works Yard.

In considering the actions of Mr. D. Bell in deterring employees from reporting to work on November 30, 1976, the reasons for his earlier suspension, and a number of related arbitration cases (two of which are attached), I am convinced that there is just cause for dismissal. Accordingly, I recommend to Council that:

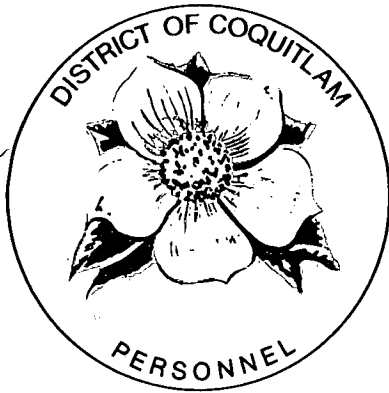
"Mr. David Bell, Gardener 2, employed in the Parks and Recreation Department be dismissed effective December 13, 1976 for acts of misconduct related to his suspension and his actions in unlawfully picketing at the Municipal Works Yard on November 30, 1976, the result of which deterred employees from reporting to work at the Municipal Works Yard; and *amended*

the Municipal Manager be authorized to so notify Mr. Bell in the form of the attached exhibit."

FGK/acb
Attach.

J.L. Tonn

Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and Bargaining
Committee



DISTRICT OF COQUITLAM

1111 BRUNETTE AVENUE, COQUITLAM, B.C. PHONE 526-3611

V3K 1E8

MAYOR J.L. TONN

December 13, 1976

DOUBLE REGISTERED

Mr. David Bell
6020 Bradner Road
R.R.#1
Mount Lehman, B.C.

Dear Mr. Bell:

This letter is to inform you that you have been dismissed from the services of the District of Coquitlam effective December 13, 1976.

This action has been decided because of your acts of misconduct related to your suspension and your actions in unlawfully picketing which deterred employees from reporting to work at the Municipal Works Yard on November 30, 1976.

The District views most seriously the dismissal of an employee and only after consideration of all known circumstances did it resort to this decision.

Yours truly,

FGK/acb

R.A. LeClair
Municipal Manager

BRITISH COLUMBIA

WEYERHAEUSER CANADA LTD.

AND

UNITED PAPERWORKERS INTERNATIONAL UNION, LOCAL 1122

DATE OF AWARD: JULY 25, 1973

ARBITRATOR:

P. J. Millward

FOR THE PARTIES:

FOR THE COMPANY:

Richard Lester

FOR THE UNION:

John W. Campbell

Dismissal as result of picketing to express dissatisfaction with Union management and the collective agreement.

Grievor was dismissed for picketing to express dissatisfaction with Union management and collective agreement. Grievor knew that the likely effect would be to prevent some other employees from working.

HELD: For the Company. Dismissal was for proper cause. Picketing was not lawful and the Grievor had no bona fide reason for

not reporting to work on that day.

This arbitration arises out of the dismissal of Bruce Maynes on the 19th of July, 1973 from his employment with the Company.

The contract presently in force between the parties comprises the 1970-73 Standard Labour Contract between Kamloops Pulp and Paper Co. Ltd. and Local 572, International Brotherhood of Pulp, Sulphite and Paper Mill Workers; a Memorandum of Agreement between the United Paperworkers International Union and Local Unions thereof, and Pulp and Paper Industrial Relations Bureau, dated on the first day of July, 1973; and a letter from E. P. O'Neal, Vice-President and Director, Area 14 of the United Pulp Workers International Union, addressed to D. A. S. Lanskail, President, Pulp and Paper Industrial Relations Bureau; all of which three items collectively comprise the current collective agreement.

The arbitration hearing convened in Kamloops on July 24, 1973 at the hour of 11:00 a. m., when Counsel postulated the question:

Was Bruce Maynes discharged from his employment with the Company on the 19th day of July, 1973, for just cause?

Counsel acknowledged that the provisions of the collective agreement relating to grievance procedure were waived and further acknowledged that the Board was properly constituted as a one-man Board under the provisions of the collective agreement.

On the evidence submitted on behalf of the parties I find the following facts:

1. On the evening of July 13, 1973, one Pat O'Bryan invited Bruce Maynes to join with him in forming an "information

picket line" on the roadway leading to Company property.

2. The purpose of O'Bryan and Maynes in forming the picket line in question was to express dissatisfaction with the terms of the collective agreement that had been negotiated with the Company and to express dissatisfaction with the activities and attitudes of the Executive of the local Union.
3. Maynes and O'Bryan had no criticism of the Company.
4. Maynes and O'Bryan did in fact form a picket line and exhibit placards expressing dissatisfaction with the Union leadership and with the contract that had been negotiated.
5. The existence of the picket line deterred eight employees from reporting for work on the evening of July 13, 1973.
6. The existence of the picket line delayed numerous other employees from reporting to work for from 1 hour to 1 1/2 hours after their usual commencement time.
7. Maynes was aware of the fact that the picket line was likely to, and in fact did, prevent some employees from reporting for work with the Company.
8. Maynes failed to report for duty on the evening of July 13, 1973, without bona fide reasons for such failure.
9. Apart from picketing, Maynes made no attempt to obstruct traffic or interfere with persons en route to the Company's premises in connection with their employment.
10. The picketing was not lawful.

In the light of the foregoing findings of fact, I am compelled to find that the discharge of Bruce Maynes from the employment of the Company on July 19, 1973, was for just cause.

him, to this surprise, the plant superintendent informed him some time in December, 1974, after he had been employed for many months, during his time of employment his only reason to think the company had any criticism was regarding lateness, which they had, so far as he could tell, condoned or accepted. Certainly he was not informed that if his lateness persisted he would be fired.

In essence therefore, it is the opinion of the arbitrator that if the man was incompetent it was open to the company so to state and to discharge accordingly but in this respect there appears to have been no positive action; rather the company chose after apparently condoning and overlooking, to a very large extent, if not entirely the man's lateness, to use this reason to discharge him but only when this was not inconvenient to the company's production. The company did not really appear to care a great deal about lateness or at least not enough to get right down to grips with the problem when it first arose in the case of any man. If he had been warned initially and of the consequences of repeated lateness it would have been an entirely different matter.

Mr. Weiler said in *Dock and Shipyard Workers' Union, Local 1204 v. Yarrows Ltd.* (1974), 74 C.L.L.C. para. 16, 131 (B.C.L.R.B.), that there was an implied condonation and a tacit permissiveness. Regarding this man's lateness, he was led to believe that this was a laxity of the company as long as all of the jobs were properly performed. Mr. Weiler's statement that "now that the Employer's attitude has been firmly announced it can enforce that rule by appropriate discipline . . ." is equally applicable to this case.

Finally the arbitrator feels that the very act of taking Manderson back onto the job on the 29th while at the same time purporting formally to discharge him, all of this pending the hearing as to whether he was discharged with just cause, seems to put the company in a very compromising position. They state that his work has been satisfactory since his re-engagement. It is likely that now that he is aware of the consequences of derelictions his work will continue to be satisfactory. For the company to take someone back that was allegedly found so unsatisfactory as to warrant discharge is a most unexplained contradiction and does not bear out or give weight to the company's position that the man was not worthy of employment. Surely if the company was convinced of the rightness of its move it should have stood by that move whatever were the results, whereas this action of bringing the man back on pending adjudication by a third party amounts to blowing hot and cold.

It is the finding of the arbitrator therefore that the issue is answered in the negative.

It is emphasized, apart from this award, that as Mr. Weiler said in the *Yarrows* case, now that the employees are well aware of

the previously unenforced and unstated rule regarding lateness they cannot be heard to say that it is condoned or it is of no particular importance unless the company gives credence to that by its own action. In other words, this person was allegedly discharged for a record of lateness and early leaving without permission and no great issue was made of the company's alleged requirements for promptness and attendance but now that any doubt herein is cleared up it can be said to be expected that should Manderson or any other employee depart from this standard that strict disciplinary action could be imposed and would be far less questionable or subject to question. In other words, if the grievor was to continue or repeat to any degree without excuse, his past habits of absences and lateness or early departure without permission and/or approval he certainly would not expect or should not expect further leniency and if he was warned and/or disciplined accordingly consequent on such behaviour, a grievance on another occasion in this matter could hardly be expected to be viewed lightly or as sympathetically by any subsequent adjudicator.

There was some reference or suggestion by the union that Manderson's discharge related in some way to his union and/or union organizing activities within the employer's operation. There was absolutely no evidence whatsoever brought out in any part of the hearing to support this contention and it is therefore given no further mention than this.

[Full award 13 pages.]

RE UNCLE BEN'S TARTAN BREWERIES (B.C.) LTD. AND UNITED
BREWERY WORKERS, LOCAL 359

J. MacIntyre, F. A. Howard-Gibbon, R. T. Low. (British Columbia)
January 22, 1975.

Discharge — Grounds for discharge — Whether employer may rely on events occurring after discharge.

Discharge — Illegal strike instigated by grievor — Whether just cause.

Strike — Illegal strike instigated by grievor — Whether just cause for discharge.

EMPLOYEE GRIEVANCE alleging unjust discharge.

T. Leboe for the union.

H. A. Hope for the employer.

AWARD

At the hearing the parties both agreed that the board was properly constituted and that the grievance was properly before the

board. The parties also agreed that the question before the board was: "Was Marvin Wright dismissed for proper cause?"

There was some preliminary argument to the effect that the union had not brought the problem to the grievance stage soon enough, and some counter-argument that the company had not answered the grievance in time. The arguments tended to cancel out and the board ruled that the procedural requirements were sufficiently complied with on both sides.

The facts are relatively simple, but the conclusions to be drawn are not. On Friday, August 10th, the grievor left his work station and punched out at 12:03 p.m. instead of his regular finishing time of 3:30 p.m. The grievor's position is that he had permission to leave early; the company's position is that he did not. He was dismissed as of that day, and on the following Monday he picketed the company's premises and most of the other employees refused to work. The matter was finally concluded when the company obtained an injunction. The grievor later filed the grievance which is the subject of this arbitration.

The first question is whether the company had just cause to dismiss the grievor as of the Friday afternoon. The grievor testified that he had made an appointment to see a doctor about a week before the afternoon in question, however he made no arrangement to leave early that day until some time during the morning. He said that he spoke to his "lead hand", a Mr. Oldach, at about 10:00 that morning. What Mr. Oldach told him is not too clear; it was either that the grievor should speak to Mr. Wilfred Banks, the plant manager, and ask for permission, or that Mr. Oldach would seek such permission on the grievor's behalf. The grievor was told to see Banks on his first request but he testified that he later understood that Oldach had made the arrangements and that he (the grievor) could leave early. Mr. Banks testified that Oldach spoke to him at about 11 a.m. of the day in question, stating that he (Oldach) had told the grievor to ask Banks directly for permission, and that the grievor had said, in effect, "I'm leaving". It was common ground that the grievor never saw Banks, although it would not have been difficult.

The elusive Mr. Oldach, the "lead hand" is the missing testimonial link in this arbitration, as he was in the contemporaneous arbitration held the same day (Schofield Grievance). He was apparently dismissed himself about the same time. His testimony might have cast some light on the grievor's understanding, or it might not have. Both the grievor's testimony and Mr. Bank's testimony might be correct if Oldach had told them different stories.

At any event, when Banks learned that the grievor had clocked out without his express permission, Banks wrote a letter dismissing the grievor, dated that day (August 10th) and effective that day.

Banks then delivered the letter personally to the grievor's residence on August 11th; the grievor learned of it on August 12th (Sunday).

If the events of the Friday afternoon were the whole story, then in the absence of Oldach and his evidence, the company would not have discharged the onus placed upon it of proving a conscious defiance by the grievor of the requirement of clearing a request for early leaving from the plant manager. Further, the board might have considered whether dismissal was appropriate in the circumstances.

However, the grievor elected, instead of following the usual grievance procedure set out in the collective agreement, to lead an unlawful strike. He did this at the beginning of the next shift, on Monday, without consulting the union. A number of union members joined this strike, which was eventually terminated by an *ex parte* injunction signed by Mr. Justice Aikins late Friday afternoon. The grievor never attempted to speak to Mr. Banks, to clear up any supposed misunderstanding. Although the grievance was signed "as of" August 11th, the grievor by his own testimony did not know he was dismissed at that time, and the formal grievance papers were apparently drafted after the events of the strike.

The extremely difficult question which these facts now raise is whether this board can take the "strike" events into consideration, or whether it is limited to the events known to the company as of the moment of dismissal. The board asked for further argument on this point and written submissions were received from the company after the hearing; the union did not furnish further argument. This opportunity for further argument is the reason why this award has been delayed for what might otherwise be considered an undue length of time.

The company relies on the authority of *Re Int'l Brotherhood of Electric Workers, Local 579, and Berlet Electronics Ltd.* (1968), 19 L.A.C. 152 (Weatherill), in support of its argument that events subsequent to dismissal may be relied upon to justify the dismissal. In that case some employees participated in an unlawful strike, believing it to be lawful (on the advice of their union). The company then sent them letters of dismissal. They continued to strike. The board held that the first strike might not have been grounds for dismissal (especially if based on honest reliance on the union's advice), but that the later continuation was grounds; the employees should have used the grievance procedure. Although the report does not in terms state that post-dismissal events are being used to justify the dismissal, it is a necessary conclusion from the report.

In addition to the *Berlet* case, the board has found and considered certain other authorities which might bear on this question. In *Re U.A.W., Local 112, and Douglas Aircraft Co. of Canada Ltd.* (1966), 16 L.A.C. 374 (Arthurs), the company dismissed and raised

new grounds for dismissal of which it was not aware at the time of dismissal. The unions did not object to these grounds being argued and the board held that it was, therefore, entitled to consider them. The board also held that the discharge should date from the moment the company raised a justifiable cause, which in that case was the date of the hearing. This case is similar to the present case in that the "further cause" occurred after the first discipline (a suspension) and although the board felt the company's original ground for dismissal was insufficient (as in this case) the "later events" grounds were held to be sufficient. In this *Douglas Aircraft* case the grievor was awarded some pay, based on the period between the time the union was aware of the new grounds and the original grievance. However, in the present case there was ample testimony establishing that the union was well aware of the "new grounds" as of the next work day following the dismissal, and it does not seem an appropriate case for intermediate compensation. The board in *Douglas Aircraft* noted the point, which has also occurred to this board, that the company might technically have been required to redischARGE the employee on the new grounds, but concluded (as does this board) that since this point was not taken at the hearing, it would merely add another hearing and would not advance the relations between the parties.

There are some reported awards in which the company has been precluded from relying on grounds not stated on the original discharge. One example is *Re Fuel, Bus, Limousine, Petroleum Drivers & Allied Employees, Local 352, and Air Terminal Transport Ltd.* (1970), 22 L.A.C. 143 (Brown), another recent example commenting on the previous awards is *Re Loblaw Groceries Co. Ltd. and Union of Canadian Retail Employees* (1973), 3 L.A.C. (2d) 325 (Adams). These cases are based on the theory that the company must proceed on the grounds of which it is aware at the time of dismissal, and are distinguishable from the present case in which the company could not have been aware of the new grounds since they occurred *after* dismissal. The *Berlet* and *Douglas Aircraft* cases are also of this latter type. Indeed, in the *Loblaw* case above, the point is taken that when the company uses new grounds of which it was unaware, the test is one more of procedural fairness; did the union have adequate notice by the time of the hearing that the new ground would be used? No question of this was raised before us and we must take it that the alternate grounds were properly before the board.

In summary, the board finds that the details surrounding the grievor's conduct in leaving without Banks' permission early on the Friday afternoon are too ambiguous to justify the action of the company in dismissing him. However, we hold that we are entitled to consider the grievor's failure to make the slightest effort to challenge this decision by the recognized grievance procedure, or

even on an informal basis with Mr. Banks, and his action of picketing the company premises (which effectively shut the plant for a day until the strike was enjoined). These justify the earlier dismissal, and their argument at the hearing did not prejudice the union in the presentation of its case.

The question is answered in the affirmative, and the grievance is dismissed.

DISSENT (Howard-Gibbon)

This arbitration arises from the dismissal of Marvin Wright, an employee of the company, and member of the union.

As is stated in the majority award the parties agreed that the board was properly constituted and the question before the board was: "Was Marvin Wright dismissed for proper cause?"

The grievor left work and punched out at 12:03 p.m. instead of 3:30 p.m. August 10, 1974. The grievor gave evidence that he requested permission to leave early from Mr. Oldach, a "lead hand". Mr. Oldach was never called either by the union or the company, and it appears that his evidence would have greatly clarified the question of whether Mr. Wright had gone through the proper channels before quitting early or not. In any event, once the plant manager, Mr. Banks, discovered that Mr. Wright had checked out without Mr. Bank's permission, a letter was written to Mr. Wright dated and effective August 10th, the day of dismissal. This letter was not delivered to Mr. Wright's residence until August 11th, where he found out about it the next day, August 12th. It is interesting to note that the reason for which Mr. Wright asked to be let off early, was so that he could see his doctor about an injury he suffered to his foot while in the course of his employ with the company.

While Mr. Wright was dismissed by the company and had knowledge of that dismissal, he became involved with what company's counsel advised, was an unlawful strike. The exact extent of Mr. Wright's involvement in this strike was not really clarified to the board, although it appears that he was one of the parties on a picket line. I think it is important to note that as far as the company was concerned, Mr. Wright was not in its employ at the time this action was begun. His record prior to that day was good, he had worked for four and one-half years for the company without previous disciplinary problems. It is also interesting to note that he advised the board while giving evidence that he was disgusted with the company's action against him. I think his exact answer to the question was, "I was pretty disgusted when I got the letter", meaning the letter of dismissal above referred to.

The company's counsel had obviously not advised counsel for the union that they were intending to rely on the subsequent acts of the grievor as further grounds for dismissal, and accordingly, no evidence was called by the union on this aspect of the matter; how-

ever, the union did not object to this ground being raised. Therefore, in my opinion, evidence relating to this aspect of the matter must be considered by the board in reaching the decision. I do not think there is any question, but that in the first instance, the grievor was dismissed without proper cause and the only question then to determine, is whether or not the subsequent actions of the grievor after he had been dismissed by the company, are grounds for dismissal.

The cases have been reviewed relative to this matter, by the majority of the board, namely, the chairman, Professor J. MacIntyre and Richard T. Low, Esq., the company appointee of the board. They are *Re Int'l Brotherhood of Electric Workers, Local 579, and Berlet Electronics Ltd.* (1968), 19 L.A.C. 152 (Weatherill); *Re U.A.W., Local 112, and Douglas Aircraft Co. of Canada Ltd.* (1966), 16 L.A.C. 374 (Arthurs) and *Re Fuel, Bus, Limousine, Petroleum Drivers & Allied Employees, Local 352, and Air Terminal Transport Ltd.* (1970), 22 L.A.C. 143 (Brown).

The latter two cases are distinguishable, as the grounds on which the company is relying on this arbitration, are those which has not occurred until after dismissal, and I think that the *Berlet* case can be distinguished on the grounds that there was no evidence before the board that Mr. Wright was aware that the strike was unlawful. The *Douglas* case can be distinguished on the grounds that the grievor in that case was merely suspended, and not dismissed from the company's employ. In my opinion, therefore, we are left with the point cited by the majority members of the board, namely, that the participation in the unlawful strike is grounds for dismissal and it must be considered as a circumstance relevant to the arbitration because not to do so would merely result in another hearing and would not advance relations between the parties. However, there is no direct evidence before the board that the company would again dismiss Mr. Wright on the second ground and in my opinion, since the board's presumption that this would take place is not warranted, accordingly it is my finding that the second ground advanced for dismissal is not proper cause and the grievor should be reinstated with no loss of pay.

RE NORTHERN ELECTRIC CO. LTD. AND UNITED AUTOMOBILE
WORKERS, LOCAL 27

G. J. Brandt. (Ontario) March 21, 1975.

Demotion — Disciplinary demotion alleged — Grievor suggesting demotion —
Whether demotion disciplinary.

EMPLOYEE GRIEVANCE alleging unjust discipline.

R. Nickerson and others for the union.
E. Rovet and others for the employer.

AWARD

In this case the grievor, Mr. Max McMillen, grieves the action of the company wherein it issued him a formal warning in respect of certain alleged poor work performance. It is specifically requested that the warning be taken off the record of the grievor. Failing a satisfactory settlement of the grievance during the grievance procedure the matter proceeded to arbitration. At the arbitration hearing it was agreed that the board was properly seized of the matter.

There is no serious disagreement between the parties as to the facts or as to the characterization of the incident which led up to the action taken as being unsatisfactory job performance. Indeed the grievor has admitted that his work was not, on the occasion in question, up to the standards expected of him. What is in issue is whether or not the company has, in effect, subjected him to what Mr. Nickerson, for the union, referred to as "double penalty". In order to understand the basis for the union claim it is necessary to review in some detail the events leading up to this grievance.

The grievor had been a grade 25 operator on the 42 oz. vertical plastic molding injection machine and had been working on that machine for approximately three months prior to September 3, 1974. On the grievor's shift, 3 p.m. to 11 p.m., on August 29th, he failed to operate the machine properly and this resulted in certain defective work. It is unnecessary to go into the detail as to the respect in which he failed to operate the machine properly and as to the nature of the defect as these facts are admitted. When this defective product was discovered by Mr. Ken McCulloch, the section manager of the department in which the grievor was working, he told the supervisor on the grievor's shift, Mr. Stan McFeggan, that he, McFeggan, should point out to the grievor what had happened and the resulting damage that might occur as a result of any further carelessness. He also told McFeggan to inform the grievor that a memorandum would be going into the grievor's file to record the fact that he had been counselled concerning this event. Finally McFeggan was told McCulloch would speak to the grievor personally respecting this matter. Apparently McFeggan spoke to the grievor sometime during his shift the next day, Friday August 30th.

During his shift on that day the grievor again performed in a manner which was admittedly below standard. This involved an error different than that which had occurred the day before but one which nevertheless caused some damage to a tool, resulting in some lost production time. Again there is no dispute that this was admitted carelessness. As a result of this incident Mr. McCulloch determined that it was now necessary to give the grievor a formal warning.

Monday, December 13, 1976
Council Chambers

Record of meeting between the C.U.P.E. Grievance and Bargaining Committee and Representatives of C.U.P.E., Local 386 to discuss matters affecting members of the bargaining unit.

Present were:

C.U.P.E. Grievance and Bargaining Committee:

Mayor J.L. Tonn, Chairman
Ald. J. Parks

C.U.P.E., Local 386:

Mr. B. Bradley
Mr. B. Boyd

Staff:

Mr. J. Hockey
Mr. F. Klewchuk

1. Mr. J. Hockey informed the Union representatives that there would be no disruption to the garbage pick-up schedule during the Holiday period. All overtime would be paid for in accordance with the Collective Agreement.
2. The Personnel Director will review to determine if a Labourer has been performing Tradesman I duties in the Service Centre. Salary adjustment to be made if required.
3. The following resolution is recommended to Council:

"Item G of Schedule B of the January 1, 1975 to December 31, 1976 Collective Agreement to be revised to read:

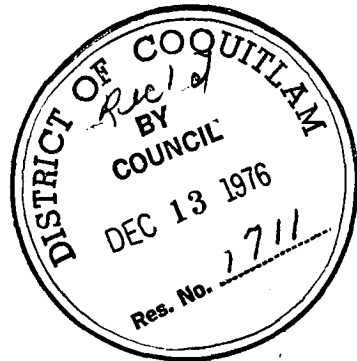
"The work day for positions assigned to the Garage be in two shifts each to consist of eight (8) consecutive hours between 7:00 a.m. and 1:00 a.m., exclusive of forty-five (45) minutes for lunch.

The Garage to operate on two week swing shifts.

The senior employee in charge of the second shift shall receive a fifteen (15) cents per hour differential whenever the senior employee in charge of the first shift is not scheduled to work.

Employees to receive the shift differential for all hours not within the first shift."

This revision will expire at the time a new Collective Agreement is signed.



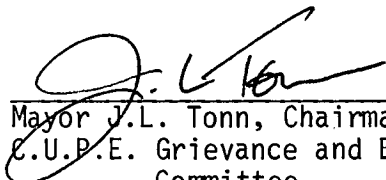
APPROVED BY
CO. RES #1713/194

4. The Personnel Director advised that arrangements are being made to have the Social Welfare Department staff continue with the Municipal Extended Health and Dental Plan coverage from January 1 - June 30, 1977. This is intended to cover these employees during the first six months of waiting period for new Public Service employees.
5. The Personnel Director indicated that Mrs. Isabel Pratt, Social Worker, would have her membership in the Pension/Life Insurance Plan terminated effective December 31, 1976. This is subject to any special arrangements that the Province may wish to make.
6. The Personnel Director informed those in attendance that the posting of certain vacancies may be postponed until the Classification and Wage Review recommendations can be implemented.
7. The Personnel Director agreed to review the new "start-up" arrangement in the Works Yard to determine if there will be a need to make Class Specification amendments or pay rate adjustments.
8. The following resolution is recommended to Council:

"The Municipal Manager and the Parks & Recreation Director to investigate alleged conflicts between supervisors and employees in the Parks Section of the Parks & Recreation Department and report to the C.U.P.E. Grievance and Bargaining Committee their findings, along with appropriate recommendations".

9. Mayor J.L. Tonn advised that a recommendation was before Council to have Mr. David Bell terminated for his acts of misconduct related to his suspension and his actions in unlawfully picketing at the Municipal Works Yard.

FGK/acb



Mayor J.L. Tonn, Chairman
C.U.P.E. Grievance and Bargaining
Committee

APPROVED BY
CO. RES. # 1712/76