

ITEM	16
MANAGER'S REPORT NO.	32
COUNCIL MEETING	Nov. 28/77

Re: EMPLOYEE DEVELOPMENT POLICY AND HIRING AND
PROMOTION POLICY - CORRESPONDENCE FROM MR. OWEN DYKSTRA,
PRESIDENT, C.U.P.E., LOCAL 23
(Item 27, Report No. 80, November 21, 1977)
(Item 3, Manager's Report No. 80, November 21, 1977)

At the meeting of November 21, 1977, Council tabled the above noted Manager's Reports pending receipt of a written submission from C.U.P.E., Local 23. That submission has now been received and appears on the November 28, 1977 agenda as an item of correspondence.

In general terms, your Manager can see no substantive conflict between the Union's concerns and, the intent of the Hiring and Promotion Policy as it was originally submitted to Council. It is certainly not our intention to encourage or even condone any judgements in the hiring and promotion process being made on the basis of malice or bias. In fact, the intent of the proposed policy is clearly the opposite; i.e., to ensure that decisions are made in a completely unbiased and unprejudiced manner.

With specific reference to Mr. Dykstra's comments regarding regional negotiations, a letter is attached from Mr. Graham Leslie, Director, G.V.R.D. Labour Relations Department, which outlines in some detail the circumstances surrounding the changes made in the various seniority clauses.

While there is clearly some concern over specific words, it is also clear that the Union has certain long-range objectives in this area which are not shared by management. However, it should also be stressed that it is in no way intended, through adoption of these policies, to supersede or violate the collective agreement.

In this respect, there would be no objection to removing the word "merit" from the first sentence. Its inclusion in the policy was intended in the traditional sense; that is to distinguish a "merit" system of appointment from a "patronage" system. However, since this word is open to alternative definitions which concern the Union, and since it was agreed to remove that word from another collective agreement during negotiations, it certainly would not change the basic thrust of the policy to remove it in this case.

The word "competence" is, however, a completely different matter. Contrary to Mr. Dykstra's statement, there was no agreement to delete "competence" from the contracts. In fact, there was no discussion of this word at that time.

It is the Union's contention that to include competence "encourages judgements to be made on the basis of personality rather than qualifications". This is clearly not the case. However, it does require a supervisor to make a judgement, based upon the skills, knowledge, and abilities of all candidates, as to which one will best be able to carry out the duties and responsibilities of a position. This must be distinguished from a situation where, given a candidate who minimally meets the basic requirements, the supervisor must appoint him even over other more competent candidates.

Clearly, the latter situation does not apply in Burnaby, though the Union has tried to achieve it in negotiations. Skill, knowledge and ability shall be the primary consideration in our contract and only where they are equal shall seniority determine. For this reason, it is your Manager's strong opinion that the word competence should remain in the policy.

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Finally, your Manager also feels that the simplest way to allay the expressed concerns of the Union about conflict with the agreement is to add the following paragraph to the Hiring and Promotion Policy:

"In the event that any wording of this policy is found to be in conflict with a collective agreement between the Corporation and one of its respective unions, the wording of that collective agreement shall take precedence."

The contents of this and previous reports on this subject have been communicated to both C.U.P.E. Local 23 and I.A.F.F. Local 323. In telephone discussions with the Manager, the President of C.U.P.E., Local 23 advised that, while they appreciate the changes proposed by your Manager, they must remain opposed to the inclusion of the word "competence".

RECOMMENDATIONS:

1. THAT Manager's Report No. 80, Items 3 and 27 be lifted from the table; and
2. THAT the first paragraph of the Hiring and Promotion Policy be amended by deleting the word "merit" from the first sentence; and
3. THAT the third paragraph of the Hiring and Promotion Policy be amended by substituting the word "ability" for the word "efficiency" in the second paragraph.
4. THAT the Hiring and Promotion Policy be amended by adding a further paragraph to read:

"In the event that any wording of this policy is found to be in conflict with a collective agreement between the Corporation and one of its respective unions, the wording of that collective agreement shall take precedence."
5. THAT Council adopt the Employee Development Policy.
6. THAT Council adopt the Hiring and Promotion Policy as amended.

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(dictated by phone)

GREATER VANCOUVER REGIONAL DISTRICT

Labour Relations Department
4829 Kingsway
Burnaby, B.C., V5H 2C8

November 23, 1977

Mr. D. F. Hicks
Personnel Director
The Corporation of the District of Burnaby
4949 Canada Way
Burnaby, B.C., V5C 1M2

Dear Don:

Re: The Corporation of the District of Burnaby
Hiring and Promotion Policy

With respect to the above mentioned policy and with particular reference to the letter dated November 23, 1977 from Mr. O. Dykstra to your Mayor and Council, I would offer the following comments.

With respect to Page 2 of Mr. Dykstra's letter and the second complete paragraph on Page 2, the parties during the last round of joint negotiations were addressing themselves to two issues, the first of these involved the use of the words, "merit" and "fitness" in C.U.P.E. Local 1004 Collective Agreements with the City of Vancouver and its Board of Parks & Recreation. In effect the Union was asserting that the word, "fitness" was being interpreted by the employers to mean physical fitness. The second issue involved the Union's attempt to amend all regional promotional clauses so as to reflect the predominance of seniority over all other factors amongst candidates to meet minimum standards.

It should be noted that the words, "competence" and "efficiency" were never discussed and indeed the Negotiating Committee for the two parties never addressed themselves specifically to the Local 23 Collective Agreements with the Corporation and its Library Board.

The final agreement on this subject is to be found in paragraph 3 of Appendix D to the June 14, 1977 Memorandum of Agreement between the various employers (including the Corporation and the Library Board) and various C.U.P.E. Locals (including Local 23) and is as follows:

"Role of Seniority in Promotions and Transfers: All references to merit and fitness will be eliminated and will be replaced by references to skills, knowledge and ability which shall be the primary qualifications for promotions, but which, when possessed in equal amounts by two or more applicants, shall be subject to seniority."

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The above noted wording served both to reject the Union's proposal to change the basic thrust of the regional clauses and also to reaffirm the existing principle that seniority is subserviant to skill, knowledge and ability.

In the case of the Local 23 Agreements, it was true that two of those agreements previously set forth that principle in those words, whereas the other two agreements referred to skill, knowledge and efficiency. It has already been agreed between the parties in Burnaby that all four of the 1977 collective agreements with Local 23 will use the words, "skill, knowledge and ability".

Yours truly,

Graham D. Leslie
DIRECTOR

GDL:mg