

IN THE MATTER OF AN EXPEDITED CLASSIFICATION ARBITRATION

BETWEEN:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(FOR SUPPORT STAFF)  
(hereinafter called the "Union")

- and -

COLLEGE COMPENSATION and APPOINTMENTS COUNCIL  
(FOR COLLEGES OF APPLIED ARTS and TECHNOLOGY)  
In the FORM of GEORGIAN COLLEGE  
(hereinafter called the "College")

- and -

GRIEVANCE OF SUSAN BARKER  
OPSEU File No. 2007-0349-0009  
(hereinafter the "Grievor")

ARBITRATOR:

Richard H. McLaren

REPRESENTING THE COLLEGE:

Lori Bell           HR Consultant  
Joyce Goheen    HR Consultant  
Hank Thibideau Mgr. Community  
                      Relations & Corporate Events

REPRESENTING THE UNION:

Dagmar Sepper   Chief Union Steward  
Sue Barker       Grievor  
Jill Peacock     Local 349 President

A HEARING in RELATION to this MATTER WAS HELD at BARRIE, ONTARIO,  
ON 1 APRIL 2010.

## AWARD

The College undertook a process to write new job descriptions for all full-time support staff postings between February of 2006 and the same month in 2007. That process resulted in draft Position Description Forms (PDF) being developed. The development of the PDF involved a process of exchange between the individual, their manager and the Human Resources Department of the College (HR). It was an ongoing process intended to finalize the PDF. In the case of the Grievor, that back and forth process only resulted in a PDF which was agreed upon by the time of the hearing in April of 2010. There remained some disagreements which I have taken account of in the hearing process and this award.

Susan Barker has worked at the College for some 20 years and holds the position of Campus Connections Coordinator within the Corporate Marketing and Communications Department of the Barrie Campus of the College. For prospective students at the College, their parents and also current students, she is the human face of the College and its public image. Her role is to set up on-site recruiting events to assist prospective students in learning about the College, its programs and services and why the particular student should choose the College as its education institution.

On 1 March 2007, the College advised Ms. Barker that the position evaluation using the new Support Staff Evaluation System had resulted in her Payband being set at G. The Grievor filed a grievance against this outcome, claiming that the Payband ought to be set at I instead of the G Payband at which the College had established the wage. At Step One of the grievance process, the Union presented 15 factors/levels under review and assessed the points on the PDF at 828 or Payband L. The College, on 5 October 2007, advised that it did not believe there should be any change to the points or the payband for the position. They also pointed out that the factors brought forward add up to more than that which was grieved. It is this point which ultimately shaped what the College described as a preliminary issue. I had to intervene in the process leading to the arbitration hearing to get that matter

resolved and removed from what went on at the arbitration hearing. I would like to thank the parties for their co-operation in resolving those matters.

The process of discussion continued right down to the day of the arbitration hearing. A revised PDF emerged from those discussions in February 2009. The Grievor was advised that, from the College's perspective, they confirmed the appropriate pay band at G, compiling a total of 508 points. By the time of the hearing, there remained disagreements in respect of 7 factors in the level and points for the College as 508 and Payband G, and 653 and Payband J for the Union.

### **Factors in Dispute**

The five factors in dispute are: #1A. Education; #2. Experience; #3. Analysis & Problem Solving; #6. Independence of Action; and #7. Service Delivery. Each of the factors is dealt with below under separate headings.

#### **1. 1A. Education: Ratings: College Level 3; Union Level 4**

This factor identifies the minimum level of formal education that is required to perform the responsibilities of the position. The College recommends a 2 year diploma, and submits the course work in a 2 year Business Diploma at the College as an example of current education standards which would provide the necessary background to get started at working in this position. The Union position is an historical one, indicating that the factor should be higher because it was in previous job descriptions described as "Post Secondary Education 2-3 years". The Union also submits that the position is more in the nature of marketing than a business one, and thus a 3 year Co-op diploma ought to be required.

I find that the whole purpose of establishing a new job evaluation scheme with the new Support Staff Job Evaluation System is to modify what has been done historically. Another objective for the revision was to try to evaluate the position using the current

education standards as a means to set the level and move away from the historical requirements. The new job evaluation and job description system does not provide for ranges and requires a more precise articulation of the standard than did the historical version. Furthermore, it attempts to use current educational standards rather than older nomenclature and standards.

The Education and experience factors have been considered together, and the incumbent has considerable experience in the position, but that does not mean that the minimum should reflect her personal experience in the past. It is the position that is being evaluated with regard to current education standards, not the particular person in the position based on historical requirements. Job evaluation is concerned with the content of a position, not with an assessment of an individual's performance. For all of these reasons, I accept the position of the College on this factor. Therefore, I rate the Level at 3, which is a 2 year college diploma.

**2. Experience: Ratings: College Level 4; Union Level 5**

This factor is to measure the number of years of experience that needs to be combined with the necessary education level in order to perform the responsibilities of the position.

The College departmental manager, if required to post the position, would do so with the requirement of 3 years of relevant experience. The College notes that, with the Education factor, the Diploma would require co-operative placement. This aspect of that degree means that the experience factor at 3 years adds another year or more because of the co-op work experience in the diploma degree. On that basis, the rating is close to what it was previously. It is submitted this is consistent with the position requirements.

The Union also takes an historical approach to this factor, and cites the former job evaluation system which in the job description gave a range of 2 to 5 years. The essence



The Union submits that good communications is the key to success in the Campus Connection position. The person must be ready to resolve conflicts in many different settings, from scheduling of classes, examinations or other academic work issues of the student, to hiring of students as "Peer Ambassadors". Coverage of all positions at work also adds to the complexity of the decisions to be made, although the staffing issues for the assistant's absence due to late arrival or ill health have been removed from the position.

I find that a good deal of the work is of the nature of advising and communicating with a particular person and his or her issue or decision to be made. These situations or problems are brought to the incumbent by the current or prospective student. Thus, since they are easily identified, it is a Level 2 definition in the Job Evaluation Manual. The incumbent does not have to identify the problem, although she does have some freedom in determining how the problem could be resolved.

However, the analysis and problem solving or persuasion to choose Georgian can be more than merely "straightforward", as the College submits. Solutions are most likely to require collection of information, not all of which will be available without referring to others and College resources, and from time to time seeking additional information from a source that the person is unfamiliar with. This is more in the nature of Level 3. What perhaps tips the matter more in favour of Level 3 is the "Peer Ambassador" aspects of the position. The incumbent is faced with the constant search for appropriate candidates, choosing the best ones to fit variable requirements and then supervising them in their activities. The problems associated with this part of the position are not "easily identifiable" and require more than "modification of existing alternatives or past practices" which is the Job Evaluation Manual definition at Level 2. Careful inquiry is required to find the source of students and then to make the appropriate hiring decisions. These decisions require thorough analysis, including comparisons with applicant candidates, and those who have held the job in the past is important. For these reasons, I find this factor ought to be at Level 3, as suggested by the Union.

*(i) The Occasional Element within the Factor*

In order to be recognized, the “occasional” level must be at a higher factor level than that assigned to the “regular & recurring” level, which I have found above to be at Level 3. In their respective ratings of the position, both parties recognized an “occasional” element to their evaluations, albeit at different levels because they were at different levels on the “regular & recurring” level. The Job Evaluation Manual requires that the “occasional” factor is to be at a level higher than the “regular & recurring” level. Otherwise, the “occasional” element and the associated points are ignored.

The situations and problems must not be “readily identifiable and often require further investigation and research”. Of course, this only needs to occur within the requirements of the occasional element; therefore it does not have to occur often. This is the description of Level 4. In the past, both parking and first aid issues found their way into the Campus Connection area and added a dimension to problem solving which was not necessarily “readily identifiable”. That irritant, however, has since been removed by the building of walls to enclose and separate the Campus Connection’s office, thus removing this constant problem solving from the tasks performed.

However, there do appear to be situations that arise each year that require development beyond the efforts and capacities of the Grievor, but the problem is identified and always requires further investigation. Examples include: the recommendation for an on-line registration capability to solve the overloading of phone calls to the centre; the identification and recommendation that residence accommodation announcements to students coincide with the acceptance to the College program; and the need for computers in the Campus Connection area and recommending and finding sponsors to provide funding for the improvement. These are a few illustrations of problems which are not always readily identifiable, and require further investigation and research. Therefore, I find the occasional element ought to be recognized, as did the parties. As such, I would rate

the element at Level 4 within this factor.

**6. Independence of Action:** Ratings: College Level 2 & no occasional  
Union Level 3 & 4 occasional

This factor measures the level of independence or autonomy of a position. Certain elements must be considered, including the types of decisions that a person in the position makes, aspects of the tasks that are decided by the person on his or her own, and the rules, procedures, past practice and guidelines that are available to provide guidance and direction. These considerations, as a whole, define the parameters and constraints of the position within which the incumbent is free to act.

The Union submits that the "Peer Ambassador" selection, hiring and supervising justifies their approach to a rating of Level 3. There is some roll over of the ambassadors each term, and thus, this part of the work occurs in every term. Each student works 4 to 6 hours per week, resulting in the affect that their combined effort is equivalent to one more full time person in Campus Connections. The Union also cites the initiatives of the incumbent in respect of: suggesting an on-line inquiry process, now fully implemented and operational; students sharing what amounted to a potential gun violence situation; and the Grizzly Cub program for students in Grades 7 and 8, which Ms. Barker developed and achieved all the necessary buy ins and for which an award from the Board of Directors of the College was granted in recognition of her work.

The College submits that this factor is about the level of independence or autonomy in the position. They submit that the marketing aspects of the job are carried out within well defined objectives created and set by others. She makes operational decisions throughout the day, but they are within routine general processes and general guidelines. There is in effect a set work routine. The Grizzly Cubs has not been part of the position for 2 years. However, when it was in operation, it was a very successful event and some of those former grade school students are now at the College as regular full time students.



I find that the examples put forward by the Union do show the passion and understanding that the Grievor brings to her job. She has in connection with these various matters over the years acted in a very independent and sometimes autonomous manner on selected occasions. However, they are not part of the day-to-day job routine, or even on an occasional basis. They are various matters that the incumbent recognized and suggested possible solutions, which, with the help of others in the College, did become routine, or at least in some cases for some limited time. They are not part of the position, but the incumbent has brought this initiative to her personal work. As stated above, job evaluation is concerned with the content of the position, not an assessment of an individual's performance. I have also taken account of some of this under the occasional element in Factor #3 "Analysis and Problem Solving", and I find it is more appropriate to account for these matters there. In rating the position, I ought not to and do not take account of these activities within this factor. Therefore, I accept the College's submission that the position is properly within Level 2.

*(i) The Occasional Element within the Factor*

In order to be recognized, the "occasional" element with the factor must be at a higher factor level than that assigned to the "regular & recurring" level, as I pointed out in the discussion of the prior Factor. Unlike in Factor #3 "Analysis and Problem Solving", the parties in discussing this factor do not agree that there is an occasional element to the factor under consideration here. The College did not rate this Level, which I take to mean they view it as not present.

In that respect, I agree with the College. I find that the occasional element is not at a factor level higher than that assigned to the "regular & recurring" aspects of the factor. The variety of initiatives the incumbent took is a reflection of her contribution to the position, along with her loyalty and devotion to her work at the College. I find that while she herself may have functioned at a higher level, the occasional element does not come into play with the position. This is a classic illustration of the need to rate the position as opposed to the

incumbent who is performing the work. Such a finding means that under the job evaluation system, the manual requires that this element and the associated points must be ignored. Therefore, I reject the Union's position on the occasional element within this factor.

**7. Service Delivery: Ratings: College Level 2; Union Level 4**

This factor assesses the required manner in which the position delivers service to customers. It is not to be used, however, to assess the incumbent's interpersonal relationship with customers.

The Union submits this position is clearly defined in Level 4. The incumbent designs services for prospective and current students, parents, teachers by completing such activities as: Fall Open House, private campus tours, group tours, Preview Sessions and Orientations. She identified barriers to recruitment such as the fact that the Campus Connections facility did not have seating for families and students while they engage in on-line activity. She undertook and solved the problem so that there would be improved Service Delivery in the marketing of the College. She does analysis of the competitors programs and adjusts the system at the College to maintain or achieve competitive advantages in the way the Georgian College services are delivered. The position requires premier customer service over a multitude of delivery mechanisms, along with sound and efficient decision-making and advice.

The College submits that the service delivery is centered on planning of promotional events, and meeting with individual applicants and their families to assist them to understand the college process and the options available to them. All the services are well defined, and the incumbent merely selects or recommends the best option based on the customer's needs.

I find that the position does not require the design of services for others, as is required by the description in the Job Evaluation Manual in Level 4. The factor measures

the manner in which services are delivered. In that context, the incumbent, on a literal reading of the manual, might say I “*design services for others by obtaining a full understanding of their current and future needs*”. However, if one thinks not of the design, but how the service is delivered and the service relationship in doing so, the position is not within the manual description at Level 4. I find it particularly apt that in the “Notes to Raters”, Level 3 is to be differentiated from Level 2 because of the need to “tailor service”.

However, while, as the College submits, it is correct that on many occasions the person is determining which option best suits the needs of the customer, which is Level 2, on matters of program selection and general advice to prospective and current students, there is a need to tailor the service to the student’s situation. This is the crucial area with prospective students about how to close the marketing of the College in favour of that institution. Therefore, I find this position squarely fits within the description of “Notes to Raters” as set out in Level 3 at page 22 of the May 2009 Job Evaluation Manual. Therefore, I rate the position at Level 3

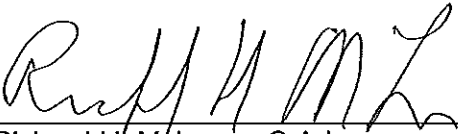
## **CONCLUSION**

The total points, when adjusted as rated by this award, are “regular & recurring” 538 and “occasional” 15, for a total of 553. That point total places the position within Payband H, the range in the manual being between 520 – 579. See the attached rating sheet.

The parties are hereby directed to take the necessary steps in order to implement this decision and provide the Grievor with retroactive pay to the date of the grievance in accordance with the Payband determination of this Award. The College is directed to make the retroactive payment not later than six weeks from the date of this Award. If there are any disputes as to the implementation of my award, I retain jurisdiction to resolve those disputes and issue a supplementary award to complete the process of ensuring that the Grievor is paid appropriate retroactive pay in accordance with what has been as set out herein this Award.

I will remain seized of this matter with jurisdiction to complete the monetary payment aspects of this award for a period of 30 days from the date herein. Either party may on written request to the Arbitrator ask me to reconvene the hearing for the purposes of deferring the monetary aspects of this award. If no written request is received within the stipulated time frame, I will no longer retain jurisdiction over the implementation of the remedy arising from this Award.

DATED at LONDON, ONTARIO THIS 12<sup>th</sup> DAY of APRIL, 2010.

A handwritten signature in black ink, appearing to read "Richard H. McLaren", written over a horizontal line.

Richard H. McLaren, C.Arb.  
Arbitrator

# Arbitration Data Sheet - Support Staff Classification

J

College: Severgnani College Incumbent: Alice Barker Supervisor: Mark Thibodeau  
 Current Payband: 9 Payband Requested by Grievor: J

1. Concerning the attached Position Description Form:
- The parties agreed on the contents  The Union disagrees with the contents and the specific details are attached.
2. The attached Written Submission is from:  The Union  The College

Factor	Management				Union				Arbitrator			
	Regular/ Recurring		Occasional		Regular/ Recurring		Occasional		Regular/ Recurring		Occasional	
	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points
1A. Education	3	35			4	48			3	35		
1B. Education	1	3			1	3			1	3		
2. Experience	4	54			5	69			4	54		
3. Analysis and Problem Solving	2	46	3	9	3	78	4	9	3	78	4	9
4. Planning/Coordinating	3	56			3	56			3	56		
5. Guiding/Advising Others	5	53			5	53			5	53		
6. Independence of Action	2	46			3	78	4	9	2	46		
7. Service Delivery	2	29			4	73			3	51		
8. Communication	3	78			3	78			3	78		
9. Physical Effort	2	26	3	6	2	26	3	6	2	26	3	6
10. Audio/Visual Effort	2	20			2	20			2	20		
11. Working Environment	2	38	3	9	2	38	3	9	2	38		
<b>Subtotals</b>	(a)		(b)		(a) 620		(b) 33		(a) 538		(b) 15	
<b>Total Points (a) + (b)</b>	508				653				553			
<b>Resulting Payband</b>	9				J				H.			

**Signatures:**

\_\_\_\_\_  
(Grievor)

\_\_\_\_\_  
(Date)

[Signature]  
(College Representative)

3/17/10  
(Date)

\_\_\_\_\_  
(Union Representative)

\_\_\_\_\_  
(Date)

[Signature]  
(Arbitrator's Signature)

1 April 2010  
(Date of Hearing)

12 April 2010  
(Date of Award)