

FAX COVER SHEET

DATE: MAY 29 109

TO: MR. D. MICHALUK

FROM: MARY LOU TIMS ARBITRATION
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MARY LOU TIMS
BARRISTER & SOLICITOR

May 29, 2009

Ms. L. Lachance
Chief Steward, OPSEU Loc. 654, Support Staff
Northern College
P. O. Box 3211
Timmins, ON P4N 8R6

Mr. F. Wright
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Mr. D. Michaluk
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Dear Ms. Lachance, Mr. Michaluk and Mr. Wright:

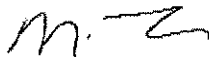
Re: Northern College and OPSEU, Loc. 654 - Grievance of W. Small (#765405)

Enclosed please find my Award in the above named matter, as well as a completed Arbitration Data Sheet.

I also enclose my statement of account which I trust the parties will find satisfactory.

Thank you for your assistance in these proceedings.

Yours truly,



Mary Lou Tims
Encls.

cc: OPSEU Grievance Dept. - letter, award and arbitration data sheet
Ms. S. Johnson - College Compensation & Appointments Council - letter, award and arbitration data sheet
Ms. R. Uppal - College Compensation & Appointments Council - letter, award and arbitration data sheet

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Northern College
("the College")

and

Ontario Public Service Employees Union,
Local 654
("the Union")

Grievance of Willard Small - #765405

ARBITRATOR: Mary Lou Tims

APPEARANCES:

FOR THE COLLEGE:

Dan Michaluk – Counsel
Diane Ryder – Manager, James Bay Programs
& Services
Cheryl Carbone – Supervisor, Staff Relations

FOR THE UNION:

Lucille Lachance – Chief Steward
Frank Wright – Local 654 Support Staff President
Willard Small – Grievor

Hearing Held in Timmins, Ontario on May 8, 2009.

AWARD

The grievor, Mr. Willard Small, holds the position of Program Assistant/Student Advisor ("Program Assistant") at Northern College. The grievance before me dated November 28, 2007 alleges that such position is improperly classified at Payband E and seeks reclassification at Payband I. At the hearing, however, the Union took the position that the Program Assistant should be classified at Payband G.

There were no objections with respect to my jurisdiction or to the arbitrability of the grievance.

The grievor, Mr. Small, did not attend the hearing, but fully participated in it by way of videoconference, by agreement of the parties. Ms. Diane Ryder, Manager, James Bay Programs and Services appeared on the College's behalf.

The Union disputes the content of the College's Position Description Form ("the College PDF") for the Program Assistant position. The College takes the position that I lack the jurisdiction to amend the PDF content. The Union further disputes the rating of the following factors: Analysis and Problem Solving, Planning/Coordinating, Guiding/Advising Others, Service Delivery, Communication and Audio/Visual Effort. The grievance seeks reclassification with compensation retroactive to March 1, 2007 and with interest. The parties agreed, however, that if the grievance is allowed in whole or in part, I will determine only appropriate rating at this time, and will remit any other remedial issues to the parties to address. I am to retain jurisdiction in this matter to assist the parties should that prove necessary.

Both parties filed written submissions prior to the hearing in accordance with article 18.4.3.4 of the collective agreement, and were also given the opportunity at the hearing to address all matters in dispute. I have carefully considered the parties' submissions.

ANALYSIS AND PROBLEM SOLVING:

The College rated this factor at level 3. The Union seeks a rating of level 4.

The Support Staff Job Evaluation Manual ("the Manual") defines level 3 Analysis and Problem Solving as follows:

Situations and problems are identifiable, but may require further inquiry in order to define them precisely. Solutions require the analysis and

collection of information, some of which may be obtained from areas or resources which are not normally used by the position.

"Analysis" is defined as "to separate into parts and examine them in relation to basic principles to determine how they fit together or cause the problem."

Level 4 Analysis and Problem Solving is defined in the Manual as follows:

Situations and problems are not readily identifiable and often require further investigation and research. Solutions require the interpretation and analysis of a range of information according to established techniques and/or principles.

The term "established techniques and/or principles" is also defined in the following manner: "recognized guidelines and/or methods to accomplish a desired outcome. Can be defined as an individualized way of using tools and following rules in doing something; in professions, the term is used to mean a systematic procedure to accomplish a task."

A number of examples of Analysis and Problem Solving were set out in the College PDF and in the PDF which the Union drafted and filed as part of its pre-hearing brief ("the Union PDF"). These include finding and recommending for hire new instructors, assisting with student placements, dealing with the failure of students to submit required information and analysing the viability of course offerings.

While the parties did not address these examples at the hearing, I have considered them in light of their pre-hearing submissions and the PDF as a whole. I am not convinced that they demonstrate level 4 Analysis and Problem Solving, but rather, reflect "identifiable" situations and problems solved through "the analysis and collection of information" within the meaning of the level 3 factor definition.

At the hearing, the Union focused on the student services role played by the grievor. It indicated that it is the grievor's responsibility to contact students who fail to meet attendance standards. The grievor, according to the Union, questions students extensively, and investigates the barriers that interfere with better attendance, so as to advise students of the appropriate resources available to assist them in attaining academic success. The Union emphasized that students may be shy and reserved, and not at all forthcoming in discussing their circumstances, and that the situations and problems which

confront the grievor are therefore not readily identifiable, but require probing investigation on his part.

The Union suggested that the Program Assistant analyses and problem solves in the same fashion in dealing with Collaborative Success Plans, a retention strategy tool utilized to assist students.

The Union addressed as well the role that the grievor played in a recent situation involving student complaints about an instructor. The grievor described the investigation he conducted by meeting with the individuals involved, in an attempt to assess and resolve the problem.

The Union also made reference to the grievor's role as Advisor to the Student Administrative Council. While the parties agreed that there is not a Council every year, they both accepted that this is a role performed by the Program Assistant most years.

In addressing the various examples relied upon by the Union, the College emphasized that in rating the factors in dispute it is the assigned job requirements that are to be assessed against the objective criteria set out in the Manual. College Counsel noted that the grievor is trained as a Counsellor, but argued that there is no assigned responsibility for the Program Assistant to counsel students.

In considering the student services role required of this position, the College noted that poor attendance is the main problem addressed by the Program Assistant. The College explained that there are attendance standards associated with various programs or sponsors. It indicated that when students fail to meet such standards, faculty report this or it comes to the Program Assistant's attention through records. The College argued that poor attendance "is the problem," and that it is "identifiable." Its position was that the grievor is expected to confer with the student in question, and identify in general terms the reasons for the attendance issue. In the College's submission, child care is most frequently raised as the impediment to good attendance, and the Program Assistant is expected to recommend available options. Similarly, if medical, personal, or addiction problems are identified as the root cause of the poor attendance, the College expects the grievor to recommend the appropriate resource from a finite number of available College services and community agencies. To the extent that a student is not prepared to disclose personal circumstances impeding academic progress, the College stated that it is not for

the Program Assistant to probe further, but rather, to suggest a referral for counselling. Finally, the Program Assistant is to reinforce for students the potential consequences of continued poor attendance.

The College also addressed the role of the Program Assistant with respect to Collaborative Success Plans. Ms. Ryder described that the grievor sets up a meeting for the student, Ms. Ryder, a representative of the sponsoring agency, the faculty member and the grievor. At the meeting, barriers to success are addressed and the student is assisted in identifying options for overcoming them. The grievor documents the outcome of the meeting and the resulting document is signed. In the College's submission, there is no analytical task involved for the Position Assistant.

Similarly, to the extent that the Program Assistant plays the role of Student Administrative Council Advisor in any given year, the College characterized this as a basic liaison role, and not as an analytical task.

Ms. Ryder addressed the issue of conflict between faculty and students. She indicated that she oversees faculty, and while a student may approach the grievor with respect to a problem, she indicated that the grievor would be expected to apprise her accordingly. While she stated that issues between faculty and students generally come to her, she acknowledged that the grievor is involved to the extent that he would implement whatever plan or decision she ultimately makes.

The Notes to Raters found in the Manual are of assistance in considering the parties' positions. They state in part as follows: "Consideration can only be given to the extent that judgement is allowed, within the parameters and constraints identified in the position duties. Keep in mind, it is the requirement of the position not the incumbent's capability that is being evaluated." (at p. 14) It is clear as well that level 3 analytical and problem solving skills are not simplistic in nature. The Notes to Raters contrast level 2 and level 3 Analysis stating, "There may be some judgement (level 2) in deciding which step to try first, but the analysis, if any, is quite straightforward (level 2). For level 3, the incumbent would be gathering information, analyzing each new piece of information in relation to the other pieces, and possibly exploring new or unusual directions to seek more information based on the results of the investigation or analysis." (at p. 14)

Having considered the submissions of the parties and the various examples relied upon at the hearing and in their pre-hearing briefs, it seems to me that the situations and problems with which the Program Assistant must deal in the course of his duties are not simplistic, but are "identifiable," with the proviso that "further inquiry" may be required "to define them precisely." The examples before me did not, in my respectful view, demonstrate situations and problems which are not "readily identifiable" and which "require further investigation and research."

Similarly, while it is clear that the grievor's assigned responsibilities are such that he plays an important role in finding solutions to the problems encountered, and while such solutions may require "the analysis and collection of information" as addressed in the level 3 factor definition, I am not satisfied that they require "the interpretation and analysis of a range of information according to established techniques and/or principles."

I am not convinced by the Union that the Analysis and Problem Solving factor should be rated at level 4. The rating of level 3 assigned by the College to this factor is upheld.

PLANNING/COORDINATING:

The College rated this factor at level 2. The Union seeks a rating of level 3.

Level 2 Planning and Coordinating is defined in the Manual as follows: "Plan/coordinate activities and resources to complete own work and achieve overlapping deadlines." Level 3 planning and coordinating, in contrast, is described in the following manner: "Plan/coordinate activities, information or material to enable completion of tasks and events, which affect the work schedule of other employees." "Affect" is defined as "to produce a material influence upon or alteration in," and "other employees" is defined as "includes full-time, part-time, students, contractors."

A number of examples of the Program Assistant's planning and coordinating role are set out in the College and Union PDF's. At the hearing, the Union addressed the organization of graduations and other special events such as career fairs, orientation days and the Tidewater Golf Classic, a role characterized in both parties' PDF's as occasional. It is clear that the grievor interacts with others in planning and coordinating special events, and that he may ask others for assistance in the performance of tasks for which he is ultimately responsible. I am not satisfied by the Union, however, that this example

demonstrates planning and coordinating to "enable the completion of tasks . . . which affect the work schedule of other employees."

I have considered other examples addressed in the pre-hearing briefs filed by both parties, including the development of promotional material for course or program offerings, and the monitoring and updating of the list of students attending a program. Again, I am not satisfied based on the materials and the argument before me that such examples reflect planning and coordinating that "affect" as defined, "the work schedule of other employees."

The College PDF also sets out as a regular and recurring example of planning and coordinating, "preparing, organizing and reporting on start up of a program being offered." Such role is also referenced in the College PDF Position Summary, as follows: "The position provides administrative support to the James Bay Program and Services team by being responsible to coordinate post secondary programs, contract training, apprenticeship training and or continuing education in Moose Factory, Fort Albany, Kashechewan and Peawanuck and coordinate post secondary programs and apprenticeship in Moosonee. The incumbent will assist in the development, implementation, delivery, evaluation and follow-up of such programs, course and or training. The incumbent prepares, maintains and processes documentation and makes arrangements which will ensure that programs run smoothly As well the incumbent will act as a liaison between the Manager and the programs, course, and or training, (*sic*) identifying academic and non academic issues that students, instructors may be experiencing and ensuring that programs, course (*sic*) and or training are operating efficiently." I note as well that the Duties and Responsibilities section of the College PDF suggests that approximately 50% of the position's time annually is devoted to the facilitation and coordination of the above named programs and services. Among the relevant duties and responsibilities, the PDF states that the position "consults and coordinates in the preparation, organization, implementation, delivery, evaluation and follow up of course, programs and other services."

In its pre-hearing brief, the Union argued in part that the reference to the "work schedule of other employees" in the level 3 factor definition "signifies . . . contractors such as the instructors hired to teach the various community programs."

In my respectful view, a fair reading of the College PDF reflects a higher level planning and coordinating than that recognized by the College in its evaluation of this factor. In so finding, I have considered the description offered by Ms. Ryder in these proceedings of her role in addressing community requests for particular training programs. I nonetheless am convinced that the Program Assistant's role in "organizing" the "start up of a program" as described in the College PDF demonstrates regular and recurring planning and organizing of activities "to enable the completion of tasks" which "affects" as defined, the work schedule of "other employees" as defined involved in the delivery of such programs.

I find that this factor is properly rated at level 3, and I so order.

GUIDING/ADVISING OTHERS:

The parties agreed that this factor is rated at level 1, regular and recurring. While October 2008 correspondence from the College to the grievor filed by the Union as part of its pre-hearing brief suggested that a higher regular and recurring rating may have been previously contemplated by the parties, the parties were clear that such rating was not in dispute before me. The Union seeks an occasional level 5 rating however, and the College assigned no occasional rating for this factor.

Level 5 guiding and advising is defined in the Manual as follows: "Responsible for allocating tasks to others and providing guidance and advice to ensure completion of tasks."

The Manual also states that "this factor refers to any **assigned responsibility** to guide or advise others . . . in the area of the position's expertise. . . . This is beyond being helpful and providing ad hoc advice." (bolding in original) (at p. 18)

The Union's PDF contains a number of examples which the Union relied upon to demonstrate occasional level 5 guiding and advising. Such examples include the following:

- ability to be a team member and to provide leadership and guidance
- ability to suitably "interpret" and deal with difficult situations which occur when the manager is off site

- requirement to act as a team leader to other support staff, including responsibility for assigning tasks to program assistants and for ensuring timely completion of tasks
- requirement to provide leadership when planning special events

I was advised at the hearing that there are three full-time Program Assistants employed by the College and up to four part-time Program Assistants, although the Union acknowledged that there is not always a part-time Program Assistant for all community based programs.

The Union emphasized before me that the grievor acts as a support to part-time staff to ensure prompt and efficient delivery of programs, and organization of graduations. The grievor described his interactions with instructors and with part-time Program Assistants, and noted in particular his role in ensuring that necessary supplies are available for programs. He indicated that part-time staff seeks his assistance in accessing supplies and services within the College. The Union argued that the grievor assigns duties to such employees and ensures the completion of such duties.

The Union and the grievor addressed the Tidewater Golf Classic. The Union suggested that the grievor acts as "a lead" with respect to such special event. The grievor described his responsibility for ensuring that bursaries are awarded at graduation ceremonies. He stated that he contacts faculty members and instructors and advises them of the applicable criteria for selecting the recipient(s) of bursaries. Faculty then selects the bursary recipients and advises the grievor accordingly.

The College acknowledged in its pre-hearing brief and at the hearing that the grievor is "a dedicated professional who has demonstrated an ability to be a good team player" along with the other program assistants. It took the position, however, that although the grievor, as a team member, collaborates with and assists others, he has no responsibility for "allocating tasks" to others within the level 5 factor definition. Ms. Ryder described that it is her responsibility to assign work to and to supervise part-time Program Assistants. According to the College, the grievor has no such responsibility and is similarly not responsible for the skill development of part-time employees.

After having considered the parties' positions, I am not convinced by the Union that an occasional level 5 rating of this factor is warranted. There was no suggestion

before me that an occasional rating at a lower level would be appropriate. While the grievor is obviously a respected employee who functions effectively as part of a team, I am not satisfied that there is an "assigned responsibility" for his position to "allocate tasks to others" within the level 5 definition. Rather, I find that he "collaborates with and assists others" as part of a team, but that the manager is responsible for the assignment of work to and the supervision of the part-time Program Assistants. Similarly, although the Program Assistant position held by the grievor clearly has significant responsibilities with respect to certain special events as set out in the College PDF, I am not satisfied based on the representations of the parties before me, that these reflect responsibility for "allocating tasks to others" as contemplated by the level 5 factor definition.

I am not convinced that the occasional rating sought by the Union is warranted here, and decline to award it.

SERVICE DELIVERY:

The College rated this factor at level 2, regular and recurring, and at level 3, occasional. The Union seeks a rating of level 3, regular and recurring.

The Manual states that the rating of this factor requires consideration of "how the request for service is received," and "the degree to which the position is required to design and fulfil the service requirement." (at p. 22)

Level 2 service delivery is defined in the Manual as follows: "Provide service according to specifications by selecting the best method of delivering service." Level 3 service delivery is defined in the following manner: "Tailor service based on developing a full understanding of the customer's needs." "Tailor" is also defined as "to modify or adapt with special attention in order to customize it to a specific requirement."

The Notes to Raters clarify the distinction between level 2 and 3 ratings as follows:

"Level 2 service is provided by determining which option would best suit the needs of the customer. The incumbent must know all of the options available and be able to explain them to the customer. The incumbent selects or recommends the best option based on the customer's need. There is no, or limited, ability for the incumbent to change the options. . . .

Level 3 refers to the need to 'tailor service.' . . . The customer's request must be understood thoroughly. Based on this understanding, the position is then able to customize the way the service is delivered or substantially

modify what is delivered so that it suits the customer's particular circumstances." (at p. 22)

At the hearing, the Union relied on the role of the Program Assistant when dealing with student attendance problems or other "student issues." The Union's PDF sets out the following example: "Incumbent hears the issue, refers to standard policies and procedures, considers precedents, problem solves, determines a resolution and follows up with faculty."

The grievor explained in the hearing that he is sometimes the only person available to assist students, who may be away from home communities. Where attendance problems are identified, for example, he described that he inquires into the reasons for poor attendance, and identifies services to enable students to overcome barriers to success, thereby "tailoring" the service provided to students.

The Union and the grievor both commented specifically on the grievor's involvement in setting up peer tutoring arrangements. They also addressed the grievor's involvement in referrals to the Special Needs Department. The grievor explained that he may make contact with the department, may fill out forms, may meet with the student and have conversations with the Special Needs Advisor. The Union also suggested that the Program Assistant may advocate for a student with regard to childcare issues.

The College's PDF recognizes a student services role played by the Program Assistant. In its October 2008 correspondence to the grievor included in the Union's pre-hearing brief, the College noted: "(T)here are a (*sic*) many policies, procedures and service (*sic*) available to students and the incumbent needs to be able to select, mix and match these services and processes to set up and administer programs effectively and support students. The incumbent addresses specific issues which are referred directly or indirectly, according to these policies and precedent."

In the College's submission, however, the Program Advisor does not "tailor service" within the level 3 factor definition, but rather, "identifies known options to students." While the Union emphasized the grievor's involvement in Special Needs referrals and with peer tutoring, the College through Ms. Ryder characterized these as liaison roles. Similarly, although the College acknowledged that the grievor may make recommendations to a student regarding childcare and may make a telephone call to

ascertain the length of waiting lists, it emphasized that the grievor's role is to provide the student with information regarding available resources, so that the student can then follow up.

The Union also addressed in its PDF the role of the Program Advisor in dealing with questions regarding training or courses. The College acknowledged in its brief that "the incumbent has expert knowledge of the programs and services offered by the College," and "identifies known options about programs and programming opportunities to members of the public, to industry representatives and to community partners." The College argued, however, and Ms. Ryder maintained that it is the Manager's responsibility to develop program content.

I have considered the parties' positions, both as set out in their respective briefs, and as argued at the hearing. I start by noting that this position has been rated at level 3, occasional. Neither party addressed the basis upon which such rating was given. The Union challenged the regular and recurring rating of level 2 given by the College, and suggested two bases upon which such rating should be amended to level 3. Having considered the role of the Program Assistant in "dealing with student issues," and in responding to inquiries regarding programs and training, I must conclude that the Union has not demonstrated in either instance that the grievor "tailors" the service he provides within the meaning of the level 3 factor definition. The Manual is clear that this factor "looks at the degree to which the position is required to design and fulfil the service requirement." Based on the parties' representations, I conclude that the Program Assistant provides service by determining and recommending which of the known options best suits the needs of "the customer," but does not have the ability to change the options available.

I am not convinced by the Union that the level 2, regular and recurring rating should be amended, and I decline to so order.

COMMUNICATION:

The College rated Communication at level 2, and the Union seeks a level 3 rating.

Level 2 Communication is defined in the Manual as "the exchange of information that requires explanation and/or interpretation." Level 3 Communication, according to the Manual "involves explaining and/or interpreting information to secure understanding.

May involve communicating technical information and advice." "Explain" and "Interpret" are both defined terms.

The Notes to Raters distinguish between level 2 and 3 ratings. They state in part that a level 2 rating is appropriate where "it is information or data which needs to be explained or clarified. The position exchanges basic technical or administrative information as the normal course of the job" In contrast, the Notes indicate, level 3 explanation and interpretation refer "to the need to explain matters by interpreting policy or theory in such a way that it is fully understood by others." (at p. 24)

The Union addressed at the hearing communication with students and potential students required of the Program Assistant. It suggested that the grievor engages in one on one and classroom discussions. He speaks about available College and community resources, attempts to assist students in understanding the implications of coming to school and perhaps leaving their community, and helps students in appreciating the implications of course and career choices. The grievor described as well that he assists students in completing on-line application forms, and he provides them with the College Calendar and with brochures regarding available services.

Although not addressed by the Union in the hearing, it included as an example in its PDF the role of the Program Assistant in encouraging students to participate in the development of a Collaborative Success Plan.

The College argued that the Program Assistant communicates only basic, non-technical information, that such information tends to be repetitive over time, and that it is supported by documentation which the grievor is able to make available to students. In these circumstances, the College argued that the rating of level 2 should be sustained.

While I am not convinced by the Union that Communication should be rated at level 3, in so finding, I do not accept that a level 3 rating necessarily requires the communication of technical information to the extent that the College suggested that this is the case. In my view, the factor definitions and the Notes to Raters leave open the possibility that level 3 communication may involve non-technical information.

It is clear, however, from the Notes to Raters in particular, that the explanation and/or interpretation of information contemplated by the level 3 factor definition "refers

to the need to explain matters by interpreting policy or theory in such a way that it is fully understood by others.”

I am not satisfied that such communication has been demonstrated. I accept that the grievor plays a valuable role in communicating with potential students and students. Such communication, however, as demonstrated by the examples addressed by the parties and by the PDF in its entirety, reflects level 2 “exchange of information that requires explanation and/or interpretation.”

I am not convinced by the Union that the rating of this factor should be amended.

AUDIO/VISUAL EFFORT:

The College rated this factor at level 1A (Focus Maintained) and the Union seeks a rating of level 2A (Focus Maintained).

The level 1 factor definition as set out in the Manual reads as follows: “Regular and recurring short periods of concentration; or occasional long periods of concentration.” Level 2 is defined as follows: “Regular and recurring long periods of concentration; or occasional extended periods of concentration.” “Short period” is defined as “up to 30 minutes at one time.” “Long period” means “up to 2 hours at one time including scheduled breaks.” “Extended period” is defined as “more than 2 hours at one time including scheduled breaks.”

The Union argued in its pre-hearing brief that this factor should be rated at level 2A as the Program Assistant “has occasional extended periods of concentration when counseling students in crisis and when preparing monthly reports for various agencies.”

At the hearing, the Union argued that the grievor meets with students who are in crisis and that this necessitates “long” periods of concentration as he listens with “empathy and careful attention.” The Union’s PDF characterizes such function as a weekly activity lasting up to two hours in duration. At the hearing, the Union suggested that such meetings last “one hour or so.”

The grievor also spoke of meetings he “occasionally” holds with students and faculty, lasting “one hour or so.”

The Union and the grievor addressed the grievor’s visits to communities outside of Moosonee. The grievor explained that he endeavours to visit each month a community in which programming is offered, but acknowledged that “sometimes this happens, and

sometimes it doesn't." The Union indicated that the grievor may be on campus for up to two hours.

The Union commented as well on the grievor's responsibility for report preparation. Its PDF refers to this as a weekly activity lasting up to two hours in duration. In its pre-hearing brief, however, it submitted that the preparation of reports involves "occasional extended periods of concentration."

The College disputed that the grievor's sessions with students are properly characterized as "periods of concentration." It argued that the grievor has no responsibility for counselling students in crisis, and that his meetings with students should be regarded as dialogues involving the exchange of information. In any event, the College noted that despite the Union's assertion that such role involves "occasional extended periods of concentration," the Union's PDF does not reflect this.

The College's PDF referred to monthly report preparation, the duration of such activity characterized as less than thirty minutes. Ms. Ryder specifically addressed the Report to the Aboriginal Council on Education. She indicated that this is a one or two page report which takes approximately thirty minutes to prepare. It is compiled two to four times per year.

The Union seeks an amendment to the rating of this factor on the basis that the Program Assistant has "occasional extended periods of concentration" within the meaning of the level 2 factor definition.

Even if I assume without deciding that the examples relied upon by the Union reflect "periods of concentration," a position disputed by the College, I accept that the Union bears the onus of demonstrating the "occasional extended periods" of concentration upon which it relies to support a level 2 rating. Having considered the Union's pre-hearing brief and its representations during the hearing, I cannot conclude that it has done so.

Accordingly, I am not convinced that the rating of this factor should be amended on the basis argued by the Union.

CONCLUSION:

For the reasons and to the extent set out herein, the grievance before me is upheld in part and denied in part. The grievance is upheld insofar as I find that the

Planning/Coordinating factor for the Position Assistant position held by the grievor was not properly rated. I order that the College amend the rating of such factor forthwith to accord with my findings herein. That said, the amended rating of this factor does not impact on the resulting Payband, and I therefore dismiss the grievance to the extent that it alleges that the position in question is improperly classified at Payband E.

As indicated at the opening of this Award, the parties requested that I retain jurisdiction in this matter to assist them if necessary with respect to certain remedial issues. Accordingly, I remain seized of this matter for the purposes and to the extent agreed by the parties.

DATED AT TORONTO, ONTARIO THIS 29th day of May, 2009.



Mary Lou Tims
Arbitrator

5 338 2393 Northern College Moos 12:02:09 05-08-2009 1/1
 15/08/2008 12:58 FAX 705 235 7278 NORTHERN COLLEGE PORC. + JBEC 001/001

Arbitration Data Sheet - Support Staff Classification

College: Northern Incumbent: Willard Small Supervisor: Diane Ryder
 Current Payband: E Payband Requested by Grievor: G

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

| | 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 | | | 3 | 35 | | | 3 | 35 | | |
| 1B. Education | 1 | 3 | | | 1 | 3 | | | 1 | 3 | | |
| 2. Experience | 3 | 39 | | | 3 | 39 | | | 3 | 39 | | |
| 3. Analysis and Problem Solving | 3 | 78 | | | 4 | 110 | | | 3 | 78 | | |
| 4. Planning/Coordinating | 2 | 32 | | | 3 | 56 | | | 3 | 56 | | |
| 5. Guiding/Advising Others | 1 | 5 | | | 1 | 5 | 5 | 3 | 1 | 5 | | |
| 6. Independence of Action | 2 | 46 | | | 2 | 46 | | | 2 | 46 | | |
| 7. Service Delivery | 2 | 29 | 3 | 6 | 3 | 51 | | | 2 | 29 | 3 | 6 |
| 8. Communication | 2 | 46 | | | 3 | 78 | | | 2 | 46 | | |
| 9. Physical Effort | 1 | 5 | | | 1 | 5 | | | 1 | 5 | | |
| 10. Audio/Visual Effort | 1A | 5 | | | 2A | 20 | | | 1A | 5 | | |
| 11. Working Environment | 1 | 7 | 2 | 9 | 1 | 7 | 2 | 9 | 1 | 7 | 2 | 9 |
| Subtotals | (a) 3 | 30 | (b) 15 | | (a) 4 | 55 | (b) 12 | | (a) 3 | 54 | (b) 15 | |
| Total Points (a) + (b) | 345 | | | | 467 | | | | 369 | | | |
| Resulting Payband | E | | | | G | | | | E | | | |

Signatures:
[Signature] (Grievor) May 8/09 (Date) [Signature] (College Representative) May 8/09 (Date)
Lucille Lechance (Union Representative) May 8/09 (Date)
[Signature] (Arbitrator's Signature) May 8/09 (Date of Hearing) May 29/09 (Date of Award)

MARY LOU TIMS
BARRISTER & SOLICITOR

May 29, 2009

STATEMENT OF ACCOUNT

TO: Northern College

and

OPSEU, Loc. 654

Re: Northern College and OPSEU, Loc. 654 - Grievance of W. Small (#765405)

FEES

For attendance at hearing
May 8, 2009 and for
preparation of May 29, 2009
Award \$2800.00

Total Fees \$2800.00

GST \$ 140.00

Disbursements

Paid for transportation
(air and cabs) \$1503.00

Paid for overnight accommodation 131.10

Total Disbursements \$1634.10

Total Owing \$4574.10

Amount payable by the College \$2287.05

Amount payable by the Union \$2287.05

Thank you.



Mary Lou Tims

INVOICE # A-N290509
GST # R135498566