

**IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

Centennial College  
("The College")

and

Ontario Public Service Employees Union  
("The Union")

Grievances of D. Svetkoff, V. McWhirter and D. Tsogkas

**ARBITRATOR:** Mary Lou Tims

**APPEARANCES:**

**FOR THE UNION:**

Rasho Donchev  
Larry Farr  
Larry Goldin

**FOR THE COLLEGE:**

Bev Shugg-Barbeito  
Nancy Fisher  
Linda Ngo-Chan

Hearing held in Toronto, Ontario on January 15, 2008.

**AWARD**

The April 12, 2007 grievances of Dorothy Tsogkas, Vanessa McWhirter, and Dale Svetkoff are before me for determination. The grievors are employed as Scheduling Officers at Centennial College, and their grievances each allege the following:

I grieve that I am improperly classified, as the PDF which the College provided me and is in effect on March 1, 2007 which has been rewritten and evaluated as required in accordance with the Letter of Understanding – Implementation of the New Job Evaluation System, does not properly reflect my duties and responsibilities.

Each grievance seeks the following relief:

1. That my PDF be properly written and assessed and that I be classified to an (*sic*) at Payband J effective to March 1, 2007 which is the date of implementation of the New Job Evaluation System.
2. That compensation include interest on all outstanding monies, retroactive to March 1, 2007.
3. Any other remedy that a Board of Arbitration deems suitable.

There were no objections with respect to the arbitrability of the grievances or to my jurisdiction to hear and determine them.

The parties advised that the grievances before me were resolved in part during the grievance procedure, but that certain issues remain in dispute.

**The PDF**

The parties stipulated that the Position Description Form (“the PDF”) referred to in the grievances was amended after Step 1 of the grievance procedure. The revised document is dated June 19, 2007 (“the June 2007 PDF”). While there was initially at the hearing an issue between the

parties with respect to the content of the June 2007 PDF, they ultimately agreed to further revise it as follows:

5. Guiding/Advising Others

The following is to be added as the fourth example:

“The incumbent is responsible for the ongoing training and supervision of the part-time Scheduling Assistant who is responsible for ad hoc room bookings for student, faculty and staff meetings.”

The parties agreed that this activity is properly characterized as “occasional.”

Duties and Responsibilities

Two amendments are to be made in this section.

First, the following is to be included as a duty and responsibility designated as occupying approximately 5% of time annually:

“The incumbent is responsible for the ongoing training and monitoring of the part-time Scheduling Assistant who is responsible for ad hoc room bookings for student, faculty and staff meetings.”

Second, the parties agreed to revise the approximate percentage of time annually spent on Analysis and Creation of College Scheduling Data from 60% to 55%.

Having agreed to amend the June 2007 PDF as set out above, the parties confirmed at the hearing that they now agree on the content of the PDF.

Disputed Factors

The rating of four factors remains in dispute between the parties and both made submissions in support of their respective positions.

### **3. Analysis and Problem Solving**

The Union submits that Analysis and Problem Solving should be rated at level 4 for regular and recurring activities while the College maintains that this factor is properly rated at level 3 for regular and recurring activities, and at level 4 for occasional activities.

The Union asserts that those activities rated at level 4 but characterized as occasional should be rated at level 4 regular and recurring. I have considered the two examples included in the PDF as occasional activities both in the context of the Duties and Responsibilities set out in the PDF and the Notes to Raters found in the Support Staff Job Evaluation Manual (“the Manual”). The Union has failed, in my view, to establish any basis upon which I can conclude that those functions characterized in the PDF as occasional are properly rated as regular and recurring.

The Union further takes the position that the examples of regular and recurring activities set out in the PDF and rated at level 3 should be rated at level 4. While it suggests that all three examples capture the criteria set out in the level 4 factor definition, both parties emphasized the first example relating to data errors in Load Sheets completed by academic schools each term.

Two components of the level 3 and 4 factor definitions were addressed in argument.

First, the Union maintains that the “situations and problems” encountered by the Scheduling Officers “are not readily identifiable and often require further investigation and research,” as contemplated by the level 4 definition. The College takes the position that the “situations and problems” facing the Scheduling Officers are “identifiable” although they “may require further inquiry in order to define them precisely,” within the meaning of the level 3 definition.

The Union submits that the data contained in the completed Load Sheets may not “at first glance” appear erroneous. Rather, errors may only be identified when the Scheduling Officer “looks deeper” taking into the account the ultimate result sought. While it may be possible to detect that there is a problem in the data, the Union suggests that it does not follow that the nature and extent of the problem are clear until further investigation is undertaken. Although the College states that software helps identify data problems, it does not dispute that Scheduling Officers also do so. It takes the position, however, that although the incumbents may need to “do some digging” to fully define problems, problems or situations are identifiable within the definition of level 3.

The parties also contest what is required in reaching solutions to problems. The Union is clear that Scheduling Officers operate within the constraints of the applicable collective agreements and Scheduling Principles, but notes that there is no “step by step manual.” Rather, Scheduling Officers must use their “ingenuity and creativity” in finding solutions. The College’s view is that solutions to the situations and problems encountered by Scheduling Officers “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,” within the level 3 factor definition.

After having considered the parties’ positions, I am unable to conclude that the Analysis and Problem Solving factor is improperly rated at level 3 for regular and recurring activities. While I recognize that problems in Load Sheet data may only be “precisely” defined after “inquiry” on the part of the Scheduling Officers and after considering the goal sought in any given set of circumstances, the examples in the PDF reflect, in my view, “identifiable” situations and problems. Similarly, although I do not minimize what is involved in obtaining solutions to “situations and

problems,” again the examples before me in my view reflect a need for “the analysis and collection of information, some of which may be obtained from areas or resources which are not normally used by the position.” The Union has not been able to demonstrate that the solutions to the problems and situations which the incumbents face require the “interpretation and analysis of . . . information according to established techniques and/or principles” as defined in the Manual.

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

### **5. Guiding/Advising Others**

While the College notes that the Union did not identify any dispute with respect to this factor during the grievance procedure, it had no objection to my addressing and determining this aspect of the grievances before me.

The Union’s position is that this factor should be rated at level 4 regular and recurring, while the College maintains that it is properly rated at level 3 regular and recurring and at level 4 occasional. The Union relies upon the final example set out in the PDF which speaks of the distribution of Load Sheets to the academic schools and of working closely with the academic areas each semester. It suggests that the incumbents consult with the academic departments to assist in the completion of the Load Sheets, and in doing so, “guide/advise others with ongoing involvement in their progress,” as contemplated by the level four factor definition.

The Union notes that “ongoing involvement” is a defined term and reflects, in its submission, either “a requirement to be involved for the duration of the process” or “skill development.” In the Union’s submission, Scheduling Officers have such “ongoing involvement” in the progress of others

in that they are required to be involved in the process of the completion of the Load Sheets for the duration of the process, and also insofar as they are involved in skill development.

The College maintains that the rating of regular and recurring activities at level 3 is appropriate with respect to the present factor, arguing that Scheduling Officers “advise others to enable them to perform their day-to-day activities.”

While it acknowledges that Scheduling Officers provide guidance and advice to academic departments with respect to the completion of Load Sheets, the College disputes that they have “ongoing involvement” as contemplated by the level 4 factor definition. It emphasizes that the Scheduling Officers may simply “hand off” the Load Sheets to the academic departments, and distinguishes between “ongoing involvement” as defined, and the sharing of information between the Scheduling Officers and the academic departments. The College submits as well that the incumbents have no responsibility for the data submitted by each school, and that accountability for such rests with the schools. The College notes that the completion of the Load Sheets is but part of the scheduling process. It refutes as well any suggestion that the Scheduling Officers are involved in “skill development” as contemplated in the definition of “ongoing involvement” and distinguishes the role of the Scheduling Officers from that of the Operational User Group.

After having considered the parties’ submissions, I am of the view that this factor should be rated at level 4 regular and recurring rather than at level 3 regular and recurring and level 4 occasional. There is no issue between the parties that Scheduling Officers “guide and advise” the academic departments in the completion of Load Sheets within the meaning of the definitions of “guide” and “advise.” The final example included in the PDF addresses completion of Load Sheets

and refers to the incumbents “working closely with academic areas each semester” as a regular and recurring activity. In addition, the Duties and Responsibilities section of the PDF states that 35% of time annually is associated with Coordination of College Scheduling Data, including “providing functional guidance to academic schools related to the recording of course, student groups, faculty and room requirements on the Loading Sheets to ensure accuracy and timely completion.” The position summary found in the PDF further states that a Scheduling Officer “provides functional guidance to academic schools related to the co-ordination of College Schedule data to ensure accuracy and timely completion.”

The level 4 factor definition contemplates guiding or advising others “with ongoing involvement in their progress.” “Ongoing involvement,” is defined in the Manual as “intended to reflect a requirement to be involved for the duration of the process or skill development....”

The Union has not, in my view, demonstrated that the PDF reflects involvement of the incumbents in “skill development.” I am satisfied, however, that the PDF reflects “ongoing involvement” in the sense that the incumbents are required to “be involved for the duration of the process” of the completion of the Load Sheets. The fact that they have no responsibility over those in the academic departments performing such work, and no accountability for the data submitted by the academic schools does not in my view negate the clear indication in the PDF that the Scheduling Officers “guide/advise others with ongoing involvement in their progress” within the meaning of the defined terms.

I am satisfied that this factor should be rated at level 4 regular and recurring and not at level 3 regular and recurring and level 4 occasional, and I so order.



## **8. Communication**

While the College notes that the Union did not identify any dispute with respect to this factor during the grievance procedure, it had no objection to my addressing and determining this aspect of the grievances before me.

The Union's position is that this factor should be rated at level 4 regular and recurring while the College maintains that it is properly rated at level 3 regular and recurring and at level 4 occasional.

The Union argues that the incumbents engage in "communication" which "involves explaining and/or interpreting information to instruct, train and/or gain the cooperation of others," as contemplated by the level 4 factor definition.

It refers to the examples set out in the PDF. The Union acknowledges that the final example relating to competing claims for resources is properly characterized as occasional if it arises monthly. It suggests, however, that the position involves "a lot of mediation." The Union argues that the fourth and fifth examples set out in the PDF, characterized as daily and weekly functions, reflect regular and recurring activities properly rated at level 4. It specifically notes that the PDF states that the incumbents provide "training and direction on the scheduling process," and it refers in this regard to training of part-time staff and the training or instruction of other staff and faculty as well. The Union acknowledges, however, that the Manual defines "instruct" as the giving of knowledge or the provision of authoritative information "within a formal setting such as a workshop or lab environment." Similarly, the Manual defines "train" as "impart knowledge and/or demonstrate skills

within a formal instructional setting.” The Union fairly accepts that the communication required of the Scheduling Officers does not “quite fit within these parameters.”

The Union also suggests, however, that the PDF reflects that the Scheduling Officers engage in “communication” which “involves explaining and/or interpreting information to . . . gain the cooperation of others” within the meaning of the level 4 factor definition.

I am not convinced by the Union that the rating of this factor should be amended. The Union was not able to establish that the incumbents communicate to “instruct” or “train” others within the meaning of the factor definitions. The only real question is whether or not they are involved in communication within the parameters of level 4 to “gain the cooperation of others.” While this is reflected in the final example set out in the PDF and has been recognized on an occasional basis, the Union has not demonstrated that this occurs on a regular and recurring basis.

#### **10. Audio/Visual Effort**

The parties are in agreement that this factor is properly rated at level 3 as defined in the Manual. Where they join issue is on the question of whether focus is maintained or interrupted within the meaning of the factor definitions. The Union asserts that focus is interrupted, while the College maintains that focus is maintained and that this factor has been properly rated accordingly.

Both parties acknowledge that the incumbents’ work may be subject to interruptions, and the PDF references “constant interruptions” which “require frequent changes in focus while maintaining the accuracy and integrity of the task(s) at hand.” The Union describes the office shared by the three incumbents, and notes there are three phones and a printer in the office, which is located in a high traffic area of the College.

The College suggests that interruptions are minimized or mitigated, however, through the cyclical nature of scheduling tasks, through division of tasks among the three incumbents, through use of software, and through taking simple steps such as closing the office door or forwarding telephones.

The College further submits, however, that interruptions experienced by the Scheduling Officers are for the most part “scheduling related” and an integral part of the position. It refers in this regard to the Duties and Responsibilities section of the PDF. The College asserts that the factor definitions speak only to interruptions not “integral” to the job, and that the Union here cannot demonstrate that focus is “interrupted” within the meaning of the applicable definitions.

In so arguing, the College directs my attention to the Notes to Raters and in particular the following directive:

In determining what constitutes an interruption . . . , you must decide whether the “disruption” . . . is an integral or primary responsibility of the position. . . . Then consider whether these activities are the primary or secondary aspect of the job. . . .

In the College’s submission, “interruptions” that flow from the “integral or primary responsibility of the position,” are not to be considered in addressing whether focus is “maintained” or “interrupted” within the meaning of the factor definitions.

The Union disputes the College’s position. It focuses on references to “tasks” in the factor definitions and in the Notes to Raters. In the Union’s submission, even interruptions which arise from a different scheduling task satisfy the factor definition of “focus interrupted,” and must be taken into account therefore when rating this factor.

After considering the parties' positions, I accept that this factor should be rated at level 3, focus interrupted. "Focus Interrupted" is defined in the Manual as "the task must be achieved in smaller units. There is a need to refocus on the task at hand or switch thought processes." The Notes to Raters define "concentration" as "undivided attention to the task at hand." The Notes are prefaced by the statement that this factor measures in part the "requirement to switch attention between types of tasks. . . (eg. multi-tasking. . .)."

While I acknowledge that I find the Notes to Raters and particularly the language relied upon by the College somewhat less than clear, I ultimately prefer the Union's argument that "focus is interrupted" within the factor definitions where the "task must be achieved in smaller units," and "there is a need to refocus on the task at hand or switch thought processes" even though the interruption may flow from other integral scheduling duties.

I am satisfied that the rating of this factor should be amended to level 3, focus interrupted, and I so order.

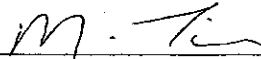
### **Conclusion**

For the reasons and to the extent set out herein, the grievances before me are allowed in part. The grievors are to be classified forthwith in accordance with my findings herein at Payband J, and compensated pursuant to the collective agreement. The parties made no submissions with respect to the claim set out in the grievances for retroactive compensation including interest to March 1, 2007, and did not comment on article 18.4.1.1. of the collective agreement. Accordingly, I remit such claim to the parties. I retain jurisdiction over these matters, however, to address and determine such

claim should the parties be unable to resolve it, and to otherwise assist the parties with the implementation of this award if necessary.

I thank the parties for their assistance in these proceedings.

DATED AT TORONTO, ONTARIO THIS 31st day of January, 2008.



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Mary Lou Tims  
Arbitrator

## Arbitration Data Sheet - Support Staff Classification

College: Centennial College

Incumbent: D. Svetkoff, V. McWirther D. Tsogkas (Group)

Supervisor: Linda Ngo-Chan

Current Payband: I

Payband Requested by Grievor: J

1. Concerning the attached Position Description Form:

X 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:      X 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	4	48			4	48			4	48		
1B. Education	1	3			1	3			1	3		
2. Experience	5	69			5	69			5	69		
3. Analysis and Problem Solving	3	78	4	9	4	110	-	-	3	78	4	9
4. Planning/Coordinating	4	80	-	-	4	80	-	-	4	80	-	-
5. Guiding/Advising Others	3	29	4	3	4	41	-	-	4	41	-	-
6. Independence of Action	4	110	-	-	4	110	-	-	4	110	-	-
7. Service Delivery	3	51	-	-	3	51	-	-	3	51	-	-
8. Communication	3	78	4	9	4	110	-	-	3	78	4	9
9. Physical Effort	1	5	-	-	1	5	-	-	1	5	-	-
10. Audio/Visual Effort	3	35			3	50			3	50		
11. Working Environment	1	7	2	9	1	7	2	9	1	7	2	9
<b>Subtotals</b>	(a) 593		(b) 30		(a) 684		(b) 9		(a) 620		(b) 27	
<b>Total Points (a) + (b)</b>	623				693				647			
<b>Resulting Payband</b>	I				J				J			

Signatures:

*V. McWirther*  
*D. Svetkoff*  
 (Grievor)      (Date)

*Nancy Foster*      *Jan. 15/08*  
 (College Representative)      (Date)

*Rosko Doucker*      *Jan 15, 2008*  
 (Union Representative)      (Date)

*M. T.*  
 (Arbitrator's Signature)

*Jan. 15/08*  
 (Date of Hearing)

*Jan. 31/08*  
 (Date of Award)