

**IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

Fanshawe College  
("the College")

and

Ontario Public Service Employees Union, Local 109  
("the Union")

Grievance of Harold Goossens #710939

**ARBITRATOR:**

Mary Lou Tims

**APPEARANCES:**

**FOR THE COLLEGE:**

Jay Henry, Human Resources Consultant  
Julie McQuire, Human Resources Consultant  
Wayne Sippola, Assistant Manager  
Mechanical/Electrical Systems

**FOR THE UNION:**

Ron Kelly, Chief Steward Classifications  
Harold Goossens, Grievor  
Margaret Rae, President, Local 109

Hearing held in London on November 30, 2011.

## AWARD

The grievor, Mr. Harold Goossens, holds the position of Electrician with Fanshawe College. His March 14, 2007 grievance alleges that his position is improperly classified at Payband G and seeks reclassification to Payband I and compensation retroactive to March 1, 2007. The College agreed that if compensation is payable pursuant to this Award, it should be paid retroactively to such date. Since the filing of the grievance, the position of Electrician has been reevaluated at Payband H.

There were no objections regarding the arbitrability of the grievance or my jurisdiction to determine it.

In accordance with the collective agreement, both parties filed Briefs in advance of the hearing. In addition, the grievor testified for the Union and Mr. Wayne Sippola, Assistant Manager, Mechanical/Electrical Systems to whom the grievor reports, gave evidence for the College. The parties' Briefs and submissions were of much assistance and I thank them.

A May 2011 Performance Description Form ("the PDF") relating to the grievor's position was entered in evidence. The Union did not contest its accuracy, but suggested that additional examples reflecting the higher ratings sought before me were omitted and warrant consideration.

In addition, although the rating of Education (1A and 1B) is not in dispute, the Union asked that I order that the grievor's PDF be amended to state that a First Aid Certificate and a Driver's Licence are required. Assuming without finding that it is open to me to amend the PDF as requested, I was advised of no purpose in making such Order in these circumstances and I decline to do so.

The rating of the following factors is contested:

- Analysis and Problem Solving
- Planning/Coordinating
- Guiding/Advising Others
- Independence of Action
- Service Delivery
- Communication
- Audio/Visual Effort

The “overall purpose” of the position of Electrician is described in summary form in the PDF as follows:

Under the general direction of the Manager, provides electrical installation and maintenance services for all electrical systems across the College.

The “significant duties and responsibilities associated with the position” are described as follows:

- Performs troubleshooting and repairs on motors, electrical power outlets and controls. Modifies existing lighting and power services. Maintains existing electrical equipment including emergency lighting systems, parking equipment, fire alarm systems - 74%
- Completes major electrical renovation projects including the installation of equipment and services. - 10%
- Prepares layout of equipment and services from general information provided on work orders or drawings and produces detailed estimates and schedules necessary to complete project. Provides assistance to other trades people and contractors. - 5%
- Reviews completed work with Ontario Hydro inspectors who do random checks to verify code compliance. - 4%
- Assists with emergencies such as fire. Contributes electrical expertise as a member of the Emergency Response Team. - 5%

- Performs other related duties including (but not limited to) hvac filter changing and ceiling tile replacement. - 2%

### **ANALYSIS AND PROBLEM SOLVING**

The College rated this factor at level 3, regular and recurring. The Union did not challenge such rating, but argued that an occasional level 4 rating should also be assigned.

The Support Staff Job Evaluation Manual (“the Manual”) defines levels 3 and 4 Analysis and Problem Solving as follows:

Level 3 – 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.

Level 4 – 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 PDF contains examples of occasional Analysis and Problem Solving. The Union acknowledged that such examples do not reflect level 4 Analysis and Problem Solving. It suggested, however, that consideration of additional duties and responsibilities not included in the PDF demonstrates that an occasional level 4 rating is warranted.

The Union and the grievor focussed on the Electrician’s role in responding to unscheduled power interruptions and after hours “call ins” to address alarms, fire alarm trouble or power outages. There was no dispute that such situations arise at any hour of any day, including during regularly scheduled hours of work.

Mr. Sippola accepted that the position is called upon to address the sorts of problems described by the Union at least one to three times each week, although the grievor believed that this occurs more frequently. Both the grievor and Mr. Sippola

acknowledged that such issues may be routine in nature and dealt with quickly or may be more involved and time consuming to address.

The grievor described steps he takes in dealing with a power outage. The problem is reported to the Control Centre. The grievor inspects the electrical distribution system to determine the source of the failure. He determines if any components need to be replaced and if power can be safely restored. The grievor specifically addressed a power interruption experienced in “B” Building. He explained that he had to determine the source of the failure. A breaker tripped and he had to trace the circuits to find out why.

The grievor further described a problem encountered in “M” Building involving a 700 amp breaker. He described the need to “brainstorm” leading to a solution involving the manipulation of breakers.

The grievor gave evidence regarding alarm problems, and noted that the system signals the existence of a problem and identifies the relevant zone. He visually inspects the area to determine the root of the problem more precisely, and if such exercise is not fruitful, he takes the system apart to find it.

Both parties agreed that the Electrician uses his education and experience and works in compliance with applicable safety codes and College standards in addressing such situations. They further agreed that problems are solved through a systematic process of elimination.

The Union suggested that although the “symptoms” of problems encountered by the Electrician are “identifiable,” the “problems” themselves are not. In the Union’s submission, the Electrician must troubleshoot to identify the “root problem.” While the Union noted that the grievor may receive his work assignment by way of written work order, it emphasized that the manner in which work is assigned does not speak to the

analytical and problem solving role he is required to play in performing the task ordered. The Union argued as well that level 3 Analysis and Problem Solving involves reliance on information obtained from “areas or resources . . . not normally used by the position.” It suggested that the Electrician does not rely upon such sources, but rather interprets information according to “established techniques and principles” as defined in the Manual.

The College in response took the position that the problems described by the Union are “identifiable” and that the solution of such problems involves a systematic process of elimination best captured by the level 3 definition.

I am of the view that the examples relied upon by the Union reflect level 3 Analysis and Problem Solving. I agree with the College that the situations described by the Union involve problems that are “identifiable” although they may “require further inquiry in order to define them precisely.” The Electrician may be faced, by way of example, with the problem of a power interruption. While he takes steps to more precisely define the issue, the problem itself is best characterized in my view as “identifiable.” In solving problems, the evidence is clear that the Electrician relies on his knowledge and experience, and acts in accordance with safety codes and College standards to systematically engage in a process of elimination. Although I accept the Union’s argument that the evidence does not establish a need for the Electrician to use information which “may be obtained from areas or resources . . . not normally used,” nor does it establish in my view, problem solving beyond the scope of level 3 “analysis and collection of information.”

The evidence relied upon by the Union in support of its claim for a higher occasional rating reflects an analytical and problem solving role very similar to that

described by the regular and recurring examples set out in the PDF which have attracted an undisputed level 3 rating. As noted above, the Union emphasized the need for the grievor to deal with the problems addressed above on a “call in” basis in seeking a higher occasional rating. The nature of the analytical and problem solving task, however, was not proven to be any different when performed on such basis as opposed to during regular hours.

The Union’s claim for an occasional level 4 rating is denied and the College’s rating of this factor at level 3, regular and recurring, is confirmed.

### **PLANNING/COORDINATING**

The College rated this factor at level 2, regular and recurring. The Union did not contest such rating, but took the position that a level 3, occasional rating is also warranted.

Levels 2 and 3 Planning/Coordinating are defined in the Manual as follows:

2. Plan/coordinate activities and resources to complete own work and achieve overlapping deadlines.
3. Plan/coordinate activities, information or material to enable completion of tasks and events, which affect the work schedule of other employees.

The Manual defines “other employees” to include “full-time, part-time, students, contractors.” “Affect” is defined to mean “to produce a material influence upon or alteration in.” The Notes to Raters state that this factor “refers to the organizational and/or project management skills required to bring together and integrate activities and resources needed to complete tasks or organize events.”

The PDF includes as an occasional example the position’s role in coordinating multi-day installation projects and repairs, and notes that some projects “involve

organizing the contributions of contractors and/or other College electricians.” By way of example, the grievor gave evidence of a study conducted by Power Core and noted that he provided the contractor with information regarding the electrical distribution system and regarding where and when power could be shut down.

The Union suggested that the grievor’s work relating to the yearly power outage preventative maintenance inspection also reflects occasional level 3 Planning and Coordinating. The grievor described his planning and coordinating role in this area, noting that he took certain steps such as bringing in generators before power could be shut off.

He described his assigned task of labelling the electrical distribution system. He noted that power had to be shut off in performing such work, and that the impact of the power interruption on teachers and students was considered.

The grievor gave further evidence that Electricians are asked by other College tradespeople to shut off or restore power, affecting their ability to safely perform work.

Mr. Sippola acknowledged that the grievor is a “great resource” to contractors in various circumstances, sharing his knowledge of the College’s electrical system. When contractors such as Rondar and Power Core are retained by the College, however, Mr. Sippola stated that the contractors bear responsibility for the projects for which they are retained and take direction from a management team.

Mr. Sippola accepted that the grievor works with other College tradespeople. He spoke by way of example of a Boiler assignment, and noted the need for the various trades involved to “work around” each other’s schedules. He agreed with the grievor that other trades call upon the Electricians as required to shut down or restore power.



The grievor accepted the College's suggestion that he acts as a resource to the contractor conducting the year end shutdown. He suggested that his planning and coordinating role goes beyond this, however, where problems are encountered.

In the Union's submission, the grievor occasionally plans and coordinates at level 3 as defined. It suggested that he meets with contractors and lays out work they are to perform. The Union relied as well on the fact that the Electrician works with other College tradespeople.

In the College's submission, although the grievor offers assistance to contractors and works with other tradespeople in certain circumstances, he does not engage in level 3 Planning and Coordinating. The College emphasized that contractors are responsible for the planning and coordination of projects which they are retained to undertake, and the grievor acts as a resource to them. Where various trades are required to work cooperatively, this does not in itself, in the College's view, reflect the higher level planning function suggested by the Union.

I am not convinced that an occasional level 3 rating is warranted here. It is clear from the evidence that the Electrician works cooperatively with other tradespeople in various circumstances, and acts as a resource to contractors. The evidence does not demonstrate, however, that the position plays a planning and coordinating role beyond that contemplated by the level 2 factor definition. Specifically, I did not see in the examples relied upon by the Union planning or coordinating to enable task completion which materially influences or alters the work schedule of others as contemplated by the level 3 factor definition.

The Union's claim for an occasional level 3 rating is denied and the College's rating of this factor at level 2, regular and recurring, is confirmed.

## **GUIDING/ADVISING OTHERS**

The College rated this factor at level 2, regular and recurring. The Union did not dispute such rating, but took the position that an occasional level 3 rating is also warranted.

The Manual defines levels 2 and 3 Guiding/Advising Others as follows:

2. Guide others so they can complete specific tasks.
3. Advise others to enable them to perform their day-to-day activities.

“Guide” is defined as “demonstrates correct processes/procedures for the purpose of assisting others with skill development and/or task completion.” “Advise,” according to the Manual, means, “has the authority to recommend, or provide knowledgeable direction, regarding a decision or course of action.”

The grievor is a certified Fire Alarm Technician. He gave evidence that during fire drills, he demonstrates to supervisory staff the correct process for reading and operating the fire alarm system. He described that he meets the designated person at the fire alarm panel located at the front of a building. He demonstrates what button should be pressed to reset the system, how to read what the panel is indicating regarding the location of a fire, and how to take the system “out of alarm.”

The grievor testified as well that his manager, Mr. Sippola, is not an electrician. According to the grievor, given his own expertise in “electrical issues” he “brainstorms” with Mr. Sippola and tells him how to solve problems. He described a situation during a shutdown when a breaker failed to trip when expected. The grievor stated that he “worked through” the problem and gave his thoughts to his manager.

The PDF includes as a regular and recurring example of Guiding/Advising that the Electrician “provides guidance to assisting General Maintenance Technicians with semi-skilled maintenance related tasks where required.” The grievor testified that Technicians are not licensed Electricians and that when they assist in his work, he ensures that work is done according to Code standards and that “everything is safe.” He described that he guides Technicians through their job. More specifically, he indicated that he may tell them where to put a ladder when changing a light bulb or might give safety related guidance. The grievor testified as well that other tradespeople may on occasion act as General Maintenance workers, but that he remains responsible for electrical work in such circumstances.

The PDF also states that the Electrician on a regular and recurring basis assists “contractors in understanding schematics, particularly when documentation appears incomplete or out of date.” The grievor gave evidence that contractors such as Rondar and Power Core may only have available to them drawings that are out of date or incomplete, and that it is his role through the information he conveys to “be their drawings.”

Mr. Sippola testified that although all staff responds to fire alarms, the grievor as a Fire Alarm Technician plays a “more critical role” in doing so because of his training. He testified that the grievor goes to the information panel at the front of a building and demonstrates what buttons are to be pushed.

Mr. Sippola acknowledged that the grievor offered him assistance with respect to a matter involving a breaker, communicating to him that “they had a bit of time” before the problem became a safety issue.

Mr. Sippola accepted that the grievor may work with General Maintenance Workers and with other tradespeople acting as General Maintenance Workers. He described that General Maintenance Workers in such circumstances act as “extra hands,” and that a routine exchange of facts is required. Mr. Sippola was clear that the grievor in such circumstances does not, for example, teach a plumber how to install an electrical service, but rather may direct the individual assigned to assist him to “pass up the light bulb.”

In the Union’s submission, the grievor engages in level 3 Guiding/Advising Others where he demonstrates the workings of the fire alarm panel, provides guidance to his manager where technical expertise is required, and advises and guides contractors and General Maintenance Workers.

The College argued that the grievor “demonstrates correct processes” within the meaning of the level 2 factor definition when he assists with the fire alarm panel. It further took the position that the grievor does not advise others so as to enable them to perform their daily activities, but rather, offers guidance so that “specific tasks” can be completed.

I am of the view that the College’s rating of this factor should be confirmed.

Although one would expect that the grievor’s expertise as a certified Fire Alarm Technician is invaluable to the College, the role the grievor described in assisting designated individuals at the fire alarm panel very clearly fits within the level 2 definition as the demonstration of “correct processes/procedures” for the purpose of “task completion.” Similarly, while the evidence is clear that the grievor works at times with General Maintenance Workers or with other tradespeople acting as General Maintenance Workers, his role is well described in such instances as guiding others so they can

complete specific tasks within the level 2 definition. The grievor is also undoubtedly helpful to contractors where drawings are outdated or incomplete. The evidence does not in such circumstances, however, establish that he recommends or provides knowledgeable direction regarding a decision or course of action enabling contractors to perform their day to day activities. Finally, while the evidence established that the grievor was of assistance to his manager, Mr. Sippola, I cannot conclude on the basis of the example offered that he advises his manager so as to enable Mr. Sippola to perform his day to day activities within the meaning of the level 3 definition.

The Union's claim for an occasional level 3 rating is denied and the College's rating of this factor at level 2, regular and recurring, is confirmed.

### **INDEPENDENCE OF ACTION**

The College rated this factor at level 3, regular and recurring. The Union took the position that it should be rated at level 4, regular and recurring.

The Manual defines levels 3 and 4 Independence of Action as follows:

3. Position duties are completed according to general processes. Decisions are made following general guidelines to determine how tasks should be completed.

4. Position duties are completed according to specific goals or objectives. Decisions are made using industry practices and/or departmental policies.

The Manual further defines "guideline" as "a statement of policy or principle by which to determine a course of action." A "process," according to the Manual, is "a series of activities, changes or functions to achieve a result." "Industry practice" is defined as a "technical or theoretical method and/or process generally agreed upon and used by practitioners to maintain standards and quality across a range of organizations and settings."

The Notes to Raters are of assistance. They state as follows:

This factor measures the level of independence or autonomy in the position. The following elements should be considered:

- the types of decisions that the position makes
- what aspects of the tasks are decided by the position on its own or what is decided by, or in consultation with, someone else, such as the supervisor
- the rules, procedures, past practice and guidelines that are available to provide guidance and direction

The Notes further explain as follows:

Level 3 – specific results or objectives that must be accomplished are pre-determined by others. The position has the ability to select the process(es) to achieve the end result, usually with the assistance of general guidelines. The position has the autonomy to make decisions within these parameters.

Level 4 – the only parameters or constraints that are in place to guide the position’s decision-making are “industry practices” for the occupation and/or departmental policies. The position has the autonomy to act within these boundaries and would only need to consult with the supervisor (or others) on issues that were outside these parameters.

The PDF states that “work orders and maintenance projects with details of issues and goals are issued prior to any work undertaken.” There was no dispute between the parties that the Electrician’s work is assigned through work orders, and a number of examples were included in the parties’ Briefs. It is fair to say that such work orders at the very least generally set out the nature of the work assigned. A work order included in the Union’s Brief, for example, simply describes a need for “electrical equipment repair,” with a request to “investigate.” Some work orders are more detailed in the instructions provided. A work order included in the College’s Brief, for example describes the “issue” to be “no power – receptacle, podium” and instructs “Please install missing electrical ships in B1071 and B1030. Prior to installing the cover back on, ensure the

cord part of the whip is affixed to the raceway or some means under the cover, so as the occupants cannot merely unplug and take the whip.”

The Union acknowledged that work may be assigned to the Electrician through work orders. It took the position, however, that such assignments do not specify how decisions are to be made and work is to be performed. In the Union’s submission, the Electrician operates independently, making necessary decisions through adherence with safety codes such as the Ontario Building Code and the Ontario Fire Code, and with College Safety Operating Procedures. In the Union’s submission, the Electrician does not make required decisions in the course of his work following “general guidelines” as contemplated by the level 3 factor definition. Rather, the Union argued, such decisions are made using “industry practices and/or departmental policies” within the meaning of the level 4 definition. The admitted fact that the Electrician requires approval on purchasing materials over a certain dollar amount does not, in the Union’s view, detract from the level 4 Independence of Action required of the position.

The College accepted that tradespeople work in accordance with applicable safety codes and agreed that such governing codes are properly characterized as “industry practice” within the level 4 definition.

It emphasized, however, that the Notes to Raters state that level 4 Independence of Action is the proper rating where “the only parameters or constraints that are in place to guide the position’s decision-making” are industry practices or departmental policies. In the College’s submission, industry practices or departmental policies are not the only constraints on the decision making role of the Electrician position. The College stated in its Brief that the following “parameters” also “guide the position’s decision making:”

- Work orders are prioritized and distributed by the Supervisor

- Daily job tasks are assigned by supervisor
- Work orders include work instructions/details to guide how the job is to be completed (i.e. in addition to following relevant electrical code(s), the incumbent also has instructions and guidance provided to complete the task)
- Incumbent requires approval on purchasing materials over a certain dollar amount
- Incumbent must follow any established standard operating procedures for completion of tasks

The College's representative described a hypothetical work order directing the Electrician to install a plug on a particular wall in a specified room. The College accepted that the Electrician is required to perform such work according to safety codes. If, however, the Electrician determined that the installation of the plug as instructed would not be code compliant, it would not be open to him to simply choose to install it elsewhere. Rather, the Electrician would report to his supervisor and await revised instructions. In the College's submission, such Independence of Action best fits the level 3 definition.

The Union, in response, suggested that acceptance of the College's position would in effect mean that level 4 Independence of Action is not required in any position. It emphasized that the assignment of work by way of work orders in no way diminishes the independence required of the Electrician in making the decisions required in the performance of his duties.

I am of the view that this factor is best rated at level 4, regular and recurring. I recognize that the grievor generally receives his work assignments by way of work order, and that these can be more or less specific in the level of instruction provided. The PDF reflects as well that "work orders issued will generally indicate priority," (Planning/Coordinating), although it states in the same section that the "incumbent can prioritize own work orders." There is no doubt that the Electrician also has constraints



upon him when purchasing materials over a certain value. There was, however, no dispute between the parties that the Electrician is expected to perform his work in accordance with applicable safety codes, which both parties acknowledged constitute “industry practice” within the level 4 factor definition. The PDF states in this regard that “the incumbent generally organizes and undertakes assignments independently, within the College’s health and safety policies and Ontario electrical code requirements. Past Practice.”

In my view, it is not possible to say that an Electrician makes decisions in the performance of his work following “general guidelines” within the level 3 definition. I accept that work orders define at some level the nature of an assignment. Despite this, however, I am also satisfied that industry practice guides the Electrician’s decision making where he executes such work assignment. Consideration of the level 4 definition in its entirety leads me to conclude that level 4 best reflects the Independence of Action associated with the Electrician position.

I order the College to amend the rating of this factor to level 4, regular and recurring.

### **SERVICE DELIVERY**

The College rated this factor at level 2, regular and recurring. Such rating was not contested by the Union. It took the position, however, that a level 3, occasional rating is also warranted.

According to the Manual, level 2 Service Delivery is defined as follows:

Provide service according to specifications by selecting the best method of delivering service.

Level 3 Service Delivery is defined as follows:

Tailor service based on developing a full understanding of the customer's needs.

The Notes to Raters are instructive and state in part 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.” This means that in order for the position to provide the right type of service, he/she must ask questions to develop an understanding of the customer's situation. 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.

“Tailor” is defined in the Manual as “to modify or adapt with special attention in order to customize it to a specific requirement.”

The Union took the position that the grievor is required to respond to after hours calls on both the main campus and satellite campuses to deal with fire alarms, alarm problems and power outages. It emphasized the need for the grievor to provide a “rapid response” to such calls and suggested that an occasional level 3 rating should on this basis be assigned.

The College noted that the parties have agreed that service is delivered on a regular and recurring basis at level 2. It suggested that the fact that the same service is sometimes delivered after hours does not change the nature of the service itself, and does not require the “tailoring” of service as defined.

I agree with the College. While the evidence is clear that the grievor is called upon to occasionally deliver service after hours in the sorts of situations addressed above, the fact that such service is delivered outside of regular hours does not by itself alter its

nature. The PDF reflects that the Electrician attends to reported “problems/malfunctions” and “determines the appropriate method and materials to carry out work.” The Union did not dispute the College’s level 2 regular and recurring rating of this factor. The evidence does not substantiate that the grievor is required to deliver service at a higher level when he similarly attends to problems outside of regular working hours.

The Union’s claim for an occasional level 3 rating is denied and the College’s rating of this factor at level 2, regular and recurring, is confirmed.

### **COMMUNICATION**

The College rated this factor at level 2, regular and recurring. Such rating was not contested by the Union. It argued, however, that an occasional level 3 rating should also be assigned.

The Manual defines levels 2 and 3 Communication as follows:

Level 2 - Communication involves the exchange of information that requires explanation and/or interpretation.

Level 3 – Communication involves explaining and/or interpreting information to secure understanding. May involve communicating technical information and advice.

The Notes to Raters are of assistance, stating in part as follows:

“Explain” and “interpretation” in level 2 refers to the fact that 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 and may be required to deal with minor conflicts or complaints. This level may also include exchanges that are of a more complex technical nature, where all the parties to the communication are technically competent. That is, for those people the communication is relatively basic as they share a vocabulary and understanding of the concepts.

“Explain” and “interpretation” in level 3 refers to the need to explain matters by interpreting policy or theory in such a way that it is fully understood by others. The position must consider the communication

level/skill of the audience and be sensitive to their abilities and/or limitations. At this level, if the exchange is of a technical nature, then usually the audience is not fully conversant or knowledgeable about the subject matter. Unlike communicating with people who share an understanding of the concepts, in this situation the material has to be presented using words or examples that make the information understandable for non-experts or people who are not familiar with the intricacies of the information.

There is no dispute between the parties that the College granted a level 3 occasional rating to this factor in March 2007 when the position was first evaluated under the new job evaluation system. I note as well that the materials before me reflect that the College again communicated to the grievor as recently as February 2011 that an occasional level 3 rating was assigned to this factor. The College asserted in these proceedings, however, that such level 3 rating was granted in error and should not be awarded now. No further explanation for the College's change in rating was offered, and in these circumstances, there is good reason to hold the College to the rating previously assigned.

I have in any event considered the evidence adduced by the Union during these proceedings. Most noteworthy, in my view, is that demonstrating the position's role in assisting contractors understand schematics and blueprints. The grievor gave evidence that he does so, and the PDF reflects such communication. The Communication section of the PDF states that the position provides "schematics and other information to contractors" and confers on "complex wiring problems or installation plans." The Guiding/Advising Others section of the PDF notes that the position plays a role in "assisting contractors in understanding schematics, particularly when documentation appears incomplete or out of date."

The Union argued in part that the grievor's work with contractors and with non-Electrician coworkers involves occasional level 3 Communication.

The College took the position that a level 2 rating captures the Communication required of the Electrician. It suggested that the "audience" with whom the grievor communicates is "technically competent" within the level 2 definition as addressed by the Notes to Raters.

I find that the position assists contractors in understanding schematics, and in doing so, communicates at level 3. In so concluding, I am mindful of the Notes to Raters relied upon by the College. I do not suggest that contractors with whom the grievor so interacts are anything but technically competent in their areas of expertise. Mr. Sippola and the grievor both acknowledged, however, that the grievor acts as a valuable resource to contractors because of his knowledge of the College electrical system, and I accept the grievor's suggestion that this is particularly so where drawings are out of date or incomplete, something also reflected in the PDF. The Notes to Raters pertaining to level 3 Communication contemplate exchanges of a technical nature with "people who are not familiar with the intricacies of the information."

I am of the view that the grievor, in the circumstances described, communicates with contractors at level 3. In light of the PDF and the parties' positions in these proceedings, I am satisfied that the Union has established the appropriateness of an occasional rating at this level, and therefore order that the occasional level 3 rating sought by the Union and previously assigned by the College be assigned to this factor.

I order that the rating of this factor be amended to level 2, regular and recurring and level 3, occasional.

## **AUDIO/VISUAL EFFORT**

The College has rated this factor at level 2, Focus Maintained. The Union did not dispute the level 2 rating, but argued that a Focus Interrupted rating is warranted.

According to the Manual, level 2 refers to “regular and recurring long periods of concentration; or occasional extended periods of concentration.” A “long period” is defined as “up to 2 hours at one time including scheduled breaks.”

The following further definitions in the Manual must also be considered:

Focus Maintained – concentration can be maintained for most of the time.

Focus Interrupted – 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 are of assistance, stating in part as follows:

2. Raters must only consider tasks or situations where a higher than usual level of focus or concentration is required. It is important to consider the level of concentration that the task requires and not the incumbent’s (in)ability.
3. Concentration means undivided attention to the task at hand.
4. Few interruptions or disruptions generally means that an appropriate level of concentration can be maintained for the duration of the task being performed. Where there are many disruptions, concentration must be re-established and the task completed in smaller units or steps.
5. In determining what constitutes an interruption or disruption, you must first decide whether the “disruption” (eg. customer requests) is an integral or primary responsibility of the position (e.g. customer service, registration/counter staff, help desk, information desk). Then consider whether these activities are the primary or secondary aspect of the job. . . .
6. Consider the impact of the disruption on the work being done. For example, can the incumbent in the position pick up where he/she left off or has the interruption caused a disruption in the thinking process and considerable time is spent backtracking to determine and pick up where he/she left off.

The grievor testified and the College accepted that he is required to carry and respond to a pager while on duty. He estimated that he receives two or three pages each working day, and noted that these can come from the Control Centre, from Mr. Sippola or his Coordinator, or from other Shop employees. The Union emphasized the need for the Electrician to be attentive to his work so as to comply with all applicable safety standards. The grievor further suggested that he deals with “extreme circumstances” requiring “particular concentration” approximately ten per cent of his working time. The Union noted by way of example the need to “trouble shoot live systems,” set out in the PDF as an example of an activity requiring “a higher than usual need for focus and concentration.” The grievor gave evidence as well that approximately three or four times per week, pages he receives necessitate that he stops what he is doing and proceed to address another task. Mr. Sippola questioned these numbers, and was of the view that this would more likely occur no more than once weekly. Mr. Sippola also suggested that there are natural breaking points in much of the work performed by the Electrician that allow for easy resumption of work from where it was left at a point of interruption. His further evidence was that in many cases of interruption, it is not necessary for the Electrician to go “back to square one” in returning to the task at hand but that he can in essence carry on from where he left off.

The Union emphasized the need for the Electrician to be attentive to safety standards in the performance of his work. It suggested that responding to a pager is neither an “integral” nor “primary responsibility of the position” and that I should conclude that such interruptions viewed in the context of the evidence “interrupt focus” within the factor definition. The College, in response, suggested that responding to the

pager is an “integral” part of the position, and that such disruptions do not result in the interruption of focus as defined.

The Manual directs the rater to “assess the number and type of disruptions or interruptions and the impact of these activities on the focus or concentration needed to perform the task.” I appreciate the inherent difficulty in quantifying the frequency and types of disruptions and in generalizing about their impact. The Manual is clear, however, that “Focus Maintained” is the appropriate rating where “concentration can be maintained for most of the time.” The interruptions caused by pagers occur on the grievor’s own evidence two to three times per day. Even if I accept the grievor’s evidence over that of Mr. Sippola, such pagers require him to interrupt his work to attend to other tasks in the College three or four times weekly. There is no doubt that in some instances, as suggested by Mr. Sippola, there are natural breaking points in work assignments, and the need to respond to a pager does not in all instances impact in such a way that “the task must be achieved in smaller units.” Further, I accept Mr. Sippola’s suggestion which I did not understand to be disputed that in some instances, it is a simple matter to resume a work assignment after the interruption caused by a pager. In the words of the Manual, not all interruptions require “considerable time . . . spent in backtracking . . . .”

The evidence before me does not establish that concentration in the position cannot be maintained “most of the time” within the definition of “focus maintained.”

The College’s rating of this factor at level 2, Focus Maintained, is therefore confirmed.



**CONCLUSION**

The grievance is upheld in part. The College's rating of Analysis and Problem Solving, Planning/Coordinating, Guiding/Advising Others, Service Delivery, and Audio Visual Effort is confirmed. I order that the rating of Independence of Action and Communication be amended as set out herein. The point rating for the position is thus 595, falling within Payband I. I order the College to compensate the grievor accordingly retroactive to March 1, 2007.

I retain jurisdiction to assist the parties in the implementation of this Award.

DATED at TORONTO this 19th day of December, 2011.

"M. Tims"

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Mary Lou Tims, Arbitrator