

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Fanshawe College
("The College")

and

OPSEU, Loc. 109
("The Union")

Grievance of K. McCoy (#710947)

ARBITRATOR: Mary Lou Tims

APPEARANCES:

FOR THE COLLEGE:

Sheila Wilson – Manager, Labour
Relations
Janice Lamoureux – Registrar
Carla McKee – Human Resources
Consultant

FOR THE UNION:

Margaret Rae – Local President
Harold Sobel – Representative
Kim McCoy - Grievor

Hearing held in London, Ontario on April 27, 2009.

AWARD

The grievor, Ms. Kim McCoy, holds the position of Customer Service Representative, Financial Aid (“CSR”) at Fanshawe College. The grievance before me dated March 26, 2007 alleges that such position is improperly classified at Payband E, and seeks reclassification at Payband H.

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

The College’s Financial Aid Office reports as a business unit to the Office of the Registrar. Ms. Janice Lamoureux, Registrar, appeared on the College’s behalf in these proceedings. While she has extensive experience in the College educational system outside of Ontario, she has been employed by Fanshawe College since February 2008. Ms. Lamoureux indicated that due to the absence of the Manager, Financial Aid, she assumed the role of managing the Financial Aid Office from October 2008 until January 2009, and in doing so, spent time with staff and became more knowledgeable about the work done in the office. The Union noted that Ms. Lamoureux was not employed by the College at the time that the grievance was filed in March 2007, and suggested that she was thus unable to comment on the relevant matters as of the date of the grievance. The grievor, on the other hand, who also participated in these proceedings, has held the position in dispute since 2000. The Union asked me to bear in mind throughout these proceedings what it essentially characterized as its better informed vantage point with respect to the position in issue, when considering the matters in dispute between the parties.

The Union disputes the content of the Position Description Form (PDF). It also challenges the position title and the rating of the following factors: Experience, Planning/Coordinating, Guiding/Advising Others, Independence of Action, Service Delivery, Communication, Audio/Visual Effort and Working Environment.

The grievance seeks reclassification with compensation retroactive to March 1, 2007. The parties agreed that in the circumstances of this case, if compensation is ordered, it is to be retroactive to March 1, 2007 despite article 18.4.1.1 of the collective agreement which reads, “It is understood that there shall be no retroactive payment prior to the date of presentation of the written grievance as specified above.”

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.

The College emphasized throughout these proceedings the need to consider the PDF as a whole in determining the appropriate rating of any specific factor. I note that the Support Staff Job Evaluation Manual (“the Manual”) also instructs raters to “review the PDF in its entirety to gain an understanding of the position as a whole and of each factor used to describe the position.” (at p. 5) In deciding the matters in dispute before me here, I have done so.

JOB TITLE:

The Union advised that when the PDF in issue was compiled, the College amended the title of the grievor’s position from Financial Aid Officer (FAO) to Customer Service Representative (CSR). The Union seeks an order that the title of FAO be restored. It argued that the title CSR does not properly reflect the essence of the position and that the position is referred to as FAO by both those internal and external to the College with whom it interacts. The Union did not challenge the College’s assertion that job title has no impact on payband, and that there is nothing in the collective agreement that allows me to amend it.

I am not satisfied that there is any basis upon which I can or should amend the position title to Financial Aid Officer as requested, and the Union’s request that I do so is denied.

EXPERIENCE:

The College rated this factor at level 3 (minimum 2 years), while the Union argues that it should be rated at level 4 (minimum 3 years).

The Union noted that the pre-2007 PDF for this position required a minimum of three years experience as a result of a 2000 arbitration award between the parties. In the Union’s submission, the responsibilities associated with the position have increased over the intervening years, with the introduction of several new programs. It argued that in these circumstances, there is no basis upon which the rating of the Experience factor is properly reduced.

The College did not dispute that the pre-2007 PDF required a minimum of three years experience, or that the responsibilities of the position have increased since 2000. In the College's submission, however, the change in the rating of the Experience factor in March 2007 must be understood in the context of a concurrent upgrading of the education requirement. The rating of the Education factor is not in dispute at this time, and I note that Education 1A is rated at level 3 (a 2 year diploma or equivalent). The College suggested, however, and the Union was unable to confirm or deny, that prior to March 2007, a one year certificate was required. In the College's submission, the downgrading of the Experience factor must be viewed in this context. It also noted in its brief filed prior to the hearing that the "majority of techniques and methods necessary to perform this job are acquired post hiring as on-the-job training for the student loan program." (at p. 2)

The Union argued that Education and Experience are two distinct factors and that the reduction in the rating of the Experience factor cannot be justified by an amendment to the rating of the Education factor.

While I recognize that Education and Experience are separate and distinct factors, the Manual specifically contemplates a relationship between the two insofar as it states: "This factor (Experience) measures the typical number of years of experience, in addition to the necessary education level, required to perform the responsibilities of the position. Experience refers to the time required to understand how to apply the knowledge described under 'Education' to the duties of the position." (at p. 12)

Although I accept that there is an interrelationship between the Education and Experience factors contemplated by the Manual, in my view the Union has in these circumstances nonetheless demonstrated that Experience should be rated at level 4.

Prior to 2007, three years' experience was required for this position. While the educational requirement was increased in 2007, the responsibilities of the CSR Financial Aid Office position have increased since 2000. Despite an enhanced educational requirement, the College accepted that on-the-job training remains important. There is no evidence before me specifically addressing how, in this context, the change in the educational qualifications for the position reduces the need for experience. In all of these

circumstances, I am convinced by the Union that the former requirement of a minimum of three years experience remains appropriate.

I find that Experience should be rated at level 4, and I so order.

PLANNING/COORDINATING:

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

The Manual states that the Planning/Coordinating 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.” (at p. 16)

The Union focused on “organizational skills” required by the position and suggested that the CSR plans and coordinates activities “to enable completion of tasks . . . which affect the work schedule of other employees” within the level 3 factor definition. It noted that “other employees” is defined as including “full-time, part-time, students, contractors.”

The Union offered a number of examples of planning and coordinating activities. It emphasized the CSR role in the processing of applications for Disability Bursaries. In its submission, the CSR plans and coordinates activities to “enable completion” of the tasks required in dealing with disability bursary applications, and this “affects the work schedule” of disabled students who rely upon bursary funding to purchase, for example, laptop computers to assist in their studies.

The Union also offered as an example of level 3 planning/coordinating the CSR role in processing loan documents and in forwarding them to staff at satellite campuses, who then release funds to students. The Union suggested that the planning and organization required of the CSR to complete such tasks affect the work schedules of staff at satellite campuses and students who await funds to finance their studies.

The College argued in response that the CSR plans/coordinates activities to complete his or her “own work and achieve overlapping deadlines” within the level 2 factor definition. It emphasized the role played by the Information and Customer Services Team Leader in the Financial Aid Office in planning and coordinating the activity of the office, and contrasted this with what it characterized as a more limited planning and coordinating role played by the CSR. The College also suggested that the

level 3 factor definition of “other employees” does not encompass students in their capacity as customers of the Financial Aid Office.

I am of the view that this factor is properly rated at level 2.

A level 3 rating contemplates planning or coordinating of activities to enable the completion of tasks which “affect” the “work schedule” of “other employees.” The Notes to Raters state that at level 2, a position “plans and prioritizes its own activities,” and that such planning and coordination are “typically focused on completion of assigned activities within established deadlines or procedures” At level 3, a position “decides the order and selects or adapts methods for many work assignments.” (at p. 16)

The Union offered a number of examples which it suggested demonstrate level 3 planning. It argued in part that students as customers of the Financial Aid Office are included within the level 3 definition of “other employees.” While the College contested such assertion, there was little argument before me on that point or on the proper construction of the undefined term, “work schedule.” Given my decision herein, it is not necessary for me to comment on such language.

The level 3 factor definition is clear that planning and coordinating activities must enable completion of tasks which “affect” the work schedules of other employees. “Affect” is defined as “to produce a material influence upon or alteration in.” While I have considered the various examples relied upon by the Union, I am not satisfied that they demonstrate “a material influence upon or alteration in” the work schedules of other employees, even if I construe the language “work schedule of other employees” as the Union asks. Although I recognize the importance of the work performed by the CSR, the examples relied upon by the Union, in my view, demonstrate the planning and prioritizing of the position’s own activities, with focus on the “completion of assigned activities within established deadlines or procedures,” as addressed by the Notes to Raters. (at p. 16)

I accept that this factor is properly rated at level 2, and I so order.

GUIDING/ADVISING OTHERS:

The College rated this factor at level 2, regular and recurring. The Union seeks a rating of level 3, regular and recurring, and level 4, occasional.

It is important to note the Manual's clear statement that this factor refers to the "assigned responsibility to guide or advise others" and is beyond "being helpful and providing ad hoc advice." (at p. 18)

The level 2 factor definition reads: "Guide others so they can complete specific tasks." "Others" is defined as "College employees (FT or PT), students, clients."

A level 3 rating, in contrast, is appropriate where a position "advise(s) others to enable them to perform their day-to-day activities." "Advise" is defined as having "the authority to recommend, or provide knowledgeable direction regarding a decision or course of action."

Level 4, which the Union suggested is the appropriate occasional rating here, denotes guidance or advising others "with ongoing involvement in their progress." "Ongoing involvement" is defined as "intended to reflect a requirement to be involved for the duration of the process or skill development, in which, the position is an active participant."

The Union offered a number of examples which it suggested warrant the higher ratings which it seeks here. I have considered these examples as well as those set out in the PDF prepared and filed by the Union in its pre-hearing brief.

The Union addressed the need for the CSR to advise students and others regarding "complex problems." A number of specific examples were addressed.

The Union also emphasized the role of the CSR in meeting with students and parents, explaining to them "the OSAP process," and "advising" them how to complete the appropriate documentation.

The Union suggested that the CSR counsels students with respect to their financial situations, proposes funding options, and ensures that students do not assume unmanageable debt loads. It noted that some clients develop comfort with and trust in the CSR with whom they have dealt, and therefore, return to that individual for ongoing advice and guidance.

The Union also made reference to an advisory role which it suggested the CSR plays with respect to off campus contacts, when dealing with "complicated files."

In the Union's submission, level 2 Guiding/Advising refers to the guidance offered to perform specific tasks such as the completion of forms. It suggested that what

the CSR does on a regular and recurring basis is properly rated at level 3. It argued that students can only perform their “day-to-day activities” once started in school, and that they cannot start school if they do not have the appropriate financial resources available to do so. In the Union’s submission, the CSR guides and advises students, staff and others in assisting students to procure necessary funding to enable them to perform their day-to-day activities within the meaning of the level 3 factor definition. The Union argued as well that its ongoing involvement in the progress of certain students and other clients justifies an occasional level 4 rating.

The College maintained that level 2 is the appropriate regular and recurring rating here. It argued that the focus of the CSR position as seen by the College PDF here in issue and by the PDF drafted by the Union is the provision of information regarding policies and procedures relevant to various financial assistance programs, the clarification of applicable criteria and the interpretation of policies.

I find that the Guiding/Advising factor is properly rated at level 2, regular and recurring. I have considered all examples relied upon by the Union here. While it is clear that the CSR “guides others so they can complete specific tasks” such as applying for financial assistance with all that this entails, the Union has not established that the advisory/guidance function of this position “enables” others to “perform their day-to-day activities.”

I have also considered the Union’s argument that clients in certain instances repeatedly choose to contact the same CSR, given the rapport that develops between them, and that on this occasional basis, the CSR guides and advises others “with ongoing involvement in their progress” within the meaning of the level 4 definition. The fact that the CSR may “guide others” on more than one occasion so that they can “complete specific tasks,” does not in my respectful view equate with guidance “with ongoing involvement” in the progress of clients. Similarly, the fact that a client chooses to contact the same CSR on more than one occasion cannot be viewed as “a requirement to be involved for the duration of the process or skill development...” within the level 4 factor definition. I am not satisfied that this position should be rated at level 4, occasional.

I find that this factor was properly rated, and I am not prepared to amend the rating as requested by the Union.

INDEPENDENCE OF ACTION:

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

The Manual defines a level 2 rating as follows: “Position duties are completed according to established procedures. Decisions are made following specific guidelines. Changes may be made to work routines.” Level 3 Independence of Action is defined in the Manual in the following manner: “Position duties are completed according to general processes. Decisions are made following general guidelines to determine how tasks should be completed.” “Procedure,” “guideline,” and “process” are defined terms.

The Notes to Raters state that “this factor measures the level of independence or autonomy in the position,” and indicate that the following elements are to be considered:

- the types of decisions made by the position
- what aspects of the tasks are decided by the position on its own
- the rules, procedures, past practice and guidelines available to provide guidance and direction

I have considered the examples relied upon by the Union here in support of its position that a level 3 rating is warranted. The Union argued that the CSR organizes its own work. It took the position as well that the position uses judgment and determines the best course of action to assist clients. It also relied on the role played by the CSR with respect to the various funding programs available for students. The Union acknowledged the existence of applicable Ministry and College policies and procedures, and argued that “specific results . . . that must be accomplished are pre-determined by others.” In its submission, the CSR position is able “to select the process(es) to achieve the end result, usually with the assistance of general guidelines.” (See Notes to Raters, p. 20)

The College argued in its pre-hearing brief that “Ministry guidelines, procedures, computer system controls, and past practices define the parameters and constraints of the position.” (at p. 3) It emphasized in the hearing the applicable College and Ministry guidelines and procedures pertaining to the various financial assistance programs, and took the position that the independence of action in this position is properly rated at level 2.

Having considered the parties’ representations and arguments, I have not been convinced by the Union that this factor should be rated at level 3. The Notes to Raters

state that level 2 duties are “completed based upon pre-determined steps. Guidelines are available to assist, when needed. The position only has the autonomy to decide the order or sequence that tasks or duties should be performed.” (at p. 20) It is clear in my view that position duties are completed “according to established procedures” as defined, and not “according to general processes.” I am also satisfied that “decisions are made following specific guidelines,” and not “following general guidelines to determine how tasks should be completed.”

I find that this factor is properly rated at level 2, and I so order.

SERVICE DELIVERY:

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

Service delivery at level 2 is defined in the Manual as “Provide service according to specifications by selecting the best method of delivering service.” Level 3 service delivery is defined as “Tailor service based on developing a full understanding of the customer’s needs.” “Tailor” is a defined term, meaning “to modify or adapt with special attention in order to customize it to a specific requirement.”

The Union offered a number of examples in its pre-hearing brief and at the hearing which it suggested exemplify level 3 service delivery. It addressed a number of different requests or situations presented to the CSR by students, parents, counselors, and others, and indicated that the CSR must determine what questions must be asked and what investigation must be conducted in order to determine what is needed. The Union spoke as well of the need for the CSR to act as liaison with government agencies such as the National Student Loans Centre in order to determine the solutions for problems. The Union noted that the CSR may have to adapt its delivery of service when dealing with ESL students, or with hearing impaired students. In its submission, the CSR deals with complex issues on a case by case basis, adjusts for each situation and determines the proper course of action. While it acknowledged that the criteria which a student must meet to qualify for assistance may not change, it argued that the delivery of the service is “tailored.” The Union suggested that there are different paths of funding available, and it is for the CSR to determine “the best fit.”

The College argued that the determination of the best options available for a student is based on specific guidelines, policies and procedures. It acknowledged that the

CSR may vary how he or she expresses information to each individual client, but suggested that the options open to any given student are determined by externally established criteria, and the CSR is not able to “tailor” the service offered.

The Notes to Raters are of assistance in determining the appropriate rating. The Note relating to level 2 service delivery is particularly instructive and I set it out as follows:

(S)ervice 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. For example, positions working in the Financial Aid area would need to fully understand the various student loan programs that are available and based on a student’s unique situation select or recommend the program that would best address the student’s financial situation. The incumbent doesn’t have the ability to change the funding programs, which are established by an external agency. (at p. 22)

In contrast, the Notes to Raters state in part that level 3 service delivery involves the following:

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)

After considering the parties’ positions, I am of the view that the service delivery component of the CSR position is properly rated at level 2. While I recognize that the CSR may be faced with a variety of service requests, the examples relied upon by the parties demonstrate the provision of service “according to specifications by selecting the best method of delivering service.” I am not convinced by the Union that the CSR “tailors” the service delivered within the factor definition, and indeed I accept that it is not open to the CSR to do so. The CSR cannot “customize the way the service is delivered or substantially modify what is delivered.” It is not open to the CSR to change the funding programs available to students, but rather the incumbent selects the best option based on program specifications and customer circumstances.

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

COMMUNICATION:

The College rated this factor at level 2, regular and recurring and level 3, occasional. The Union takes the position that a level 3 rating, regular and recurring, is warranted.

According to the Manual, level 2 communication involves “the exchange of information that requires explanation and/or interpretation.” Level 3 communication is defined as “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 are of assistance insofar as they state that level 2 explanation and interpretation refer “to the fact that it is information or data which needs to be explained or clarified,” while 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 argued that the CSR explains and/or interprets information to students, faculty and others to secure understanding. It referred to the Notes to Raters pertaining to level 3, which state, “if the exchange is of a technical nature, then usually the audience is not fully conversant or knowledgeable about the subject matter.” (at p. 24) The Union emphasized in this regard the responsibility of the CSR to “explain” OSAP policies and procedures to “ordinary students who don’t understand the process,” and to disabled students and ESL students who may have additional challenges in comprehending the information communicated to them. The Union also addressed the role played by the CSR in communicating with students with respect to various other options for financial assistance.

The College suggested that the significant purpose for communication in this position is to disseminate and clarify information regarding applicable policies and guidelines, and processes to be followed. It disputed that the CSR explains “matters by interpreting policy or theory. . .” as addressed in the Notes to Raters. The fact that the CSR communicates with persons in different roles does not, in the College’s view, alter the character or purpose of the communication itself. The College asserted as well that

the information conveyed by the CSR is readily available in understandable form on a Ministry website and in written materials available to students, and it took the position that there is no need for the incumbent to communicate on an ongoing basis so as to secure understanding. The College recognized, however, that occasionally a higher level of communication skill is required when the CSR communicates with disabled students and with ESL students, and assigned a rating of level 3, occasional for this reason.

After having considered the parties' positions, I am of the view that this factor is properly rated at level 3, regular and recurring. The Union has established, in my view, and the College's PDF reflects, a regular and ongoing need for the CSR to communicate so as to explain information "to secure understanding." While the parties did not specifically address whether or not OSAP guidelines and other applicable policies and guidelines are properly regarded as "technical information" within the meaning of the level 3 factor definition, I accept that the CSR is required to explain such information by clarifying and interpreting applicable policies and procedures so that they are "fully understood by others."

Although I recognize that certain information is readily available on a Ministry website, I note that the CSR also has available a number of manuals referenced in the College's PDF. I accept that the CSR communicates on a regular and ongoing basis with students and with others in a manner that involves the explanation of information "to secure understanding." This conclusion is consistent in my view with the examples set out in the College's PDF.

I am satisfied that a rating of level 3, regular and recurring is appropriate, and I so order.

AUDIO/VISUAL EFFORT:

The parties agreed that this factor is properly rated at level 2, although the College noted at the hearing that the College PDF does not reflect a level 2 rating. The parties indicated however, that their dispute before me relates only to the question of whether focus is "maintained" or "interrupted" within the meaning of the factor definitions.

The Notes to Raters must be carefully considered. They state in part:

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. For example, if an individual has no other assigned tasks or duties while tending to customer requests, then those requests can not be seen as disruptions. (at p. 28)

There was no dispute between the parties that the CSR is assigned by the Team Leader to work at the front counter to serve students or others who visit the office for assistance. The College PDF notes that the CSR “provides front line personal customer service through pre-booked and drop-in appointments. . . .” (at p. 3) When not assigned to the counter, the CSR may perform a number of different tasks, also reflected in the College PDF. The College PDF, sets out as a daily example of an activity requiring “a higher than usual need for focus or concentration” the following: “focus required for accurate processing of documentation to complete an OSAP file and update the Financial aid (*sic*) data base.” Another example of such daily activity addressed in the College PDF is processing of the “Continuation of Interest Free Status form documentation to the list provided by the coop consultants.” (at p. 25)

The parties both addressed paragraph 5 of the Notes to Raters. In the College’s submission, the primary responsibility of this position is to provide customer service. In its view, requests for customer service cannot, therefore, be characterized as “disruptions.”

In the Union’s submission, however, when the CSR is not assigned to work at the counter, but is assigned to complete other tasks which require concentration such as those set out in the College PDF, interruptions to serve customers are properly considered in rating this factor. The College did not challenge the Union’s assertion that such interruptions are experienced, but rather, argued that the need to attend to customer requests for assistance is the “integral or primary responsibility of the position” and cannot in this context be considered “interruptions” as contemplated by the factor definition.

I accept the Union’s argument that where a CSR is responsible for working on tasks other than directly serving customers at the counter, where “a higher than usual level of focus or concentration is required” when performing such functions, and where

he or she is interrupted to serve customers, such disruptions result in the interruption of focus within the meaning of the factor.

The Union has demonstrated that a level 2, focus interrupted rating is warranted here, and I so order.

WORKING ENVIRONMENT:

The College rated this factor at level 1, regular and recurring and level 2, occasional. The Union seeks a rating of level 2, regular and recurring, and level 3, occasional.

The Union argued that the Financial Assistance Office is a busy and high volume office and that the CSR's working environment is noisy and crowded. The Union also maintained that the CSR deals with "verbal abuse," as defined, on a regular basis. It explained that there are a number of frequently encountered situations which tend to upset students. By way of example, the Union referred to the need for the CSR to require specific identification from students before an OSAP file can be accessed. According to the Union, students get upset and tempers flare in such circumstances, and some become verbally abusive within the meaning of the factor definition. The Union referred in this regard to students "talking over" the CSR, swearing, or making gestures.

The Union further argued that a level 3 occasional rating is warranted here because the CSR occasionally deals with "abusive people who pose a threat of physical harm," noting the factor definition of "abusive." The grievor referred to situations in the office in which a student threw a pen, and a student "uttered death threats." The Union noted that the Financial Aid Office is equipped with cameras and with panic alarms, and claimed that the office is designated as a "high risk area." The Union suggested, subject to the College's objection, that the grievor's involvement on the Health and Safety Committee contributes to her understanding of safety issues.

The College denied that the Financial Aid Office is crowded or noisy within the meaning of level 2, and suggested that it is a regular office environment offering "acceptable working conditions" within the level 1 definition. While the College accepted that the office could be characterized as a "high anxiety" area for students concerned about financial issues, it disputed that it is "high risk." Ms. Lamoureux, the Registrar responsible for the area, indicated that she has never been advised that the

office is so designated. The College acknowledged that occasionally students become agitated, and indicated that it recognized this with a rating of level 2, occasional.

I am not convinced by the Union that the work environment of the CSR is properly rated on a regular and recurring basis, as anything more than level 1. While I accept that the office is a busy work area, I am not satisfied based on the representations before me that it is “noisy” or “crowded” as contemplated by the level 2 factor definition. The PDF prepared and filed by the Union in these proceedings notes as “n/a” for this position “noisy environment” or “working in . . . crowded situations.”

The Union’s PDF further indicates that the CSR deals with “abusive people” on a monthly basis. While the Union was clear in the hearing that encountering upset students may be a more frequent occurrence, I am not satisfied that the CSR deals with “verbal abuse” as addressed in the level 2 factor definition anything but occasionally. The Manual states, “The term ‘occasional’ can be considered in a few different time frames. It can be defined as once or twice a month or three or four times per year. It is important to remember that this term is to be considered when identifying significant skills or responsibilities associated with activities that occur for a short period of time, on a few occasions or sporadically throughout the year.” (at p. 5)

I am unable to accept the Union’s submission that a level 3, occasional rating is justified in the present circumstances. The Union addressed the need for the CSR to deal with “abusive people who pose a threat of physical harm,” speaking of a student who threw a pen and a student who uttered a death threat. The grievor has never used the panic alarm in the Financial Aid Office. The Union’s PDF filed in these proceedings states that the CSR “infrequently” deals with abusive people who may pose a threat of physical harm. This is consistent with the Union’s description of the work environment during the hearing. I am not satisfied that the Union has demonstrated that a level 3, occasional rating is warranted.

I am not convinced by the Union that the rating assigned by the College is inappropriate, and I decline to vary it.

CONCLUSION:

For the reasons and to the extent set out herein, the grievance before me is upheld in part.

I find that the grievor's position of CSR, Financial Aid is not properly evaluated at Payband E. I order that it be classified forthwith at Payband F, and that the grievor be compensated accordingly retroactive to March 1, 2007.

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

DATED at Toronto, Ontario this 14th day of May, 2009.

"M. Tims"
Mary Lou Tims
Arbitrator