

IN THE MATTER OF AN ARBITRATION

BETWEEN:

George Brown College
("The College")

and

Ontario Public Service Employees Union, Local 557
("The Union")

Grievances of N. Burrell and S. Ramamoorthy

ARBITRATOR:

Mary Lou Tims

APPEARANCES:

FOR THE COLLEGE:

D. Michaluk - Counsel
D. Wolfe
R. Lapworth
J. Chicoine

FOR THE UNION:

C. Legault - Chief Steward
M. Martin
N. Burrell
S. Ramamoorthy

Hearing held in Toronto on October 4, 2010.

AWARD

I have before me the grievances of Ms. Sathya Ramamoorthy and Ms. Nada Burrell, both dated August 17, 2009 alleging that the position of Benefits Administrator has been incorrectly evaluated at Payband G. Both grievances assert that the position should be evaluated at Payband H retroactive to April 8, 2009, and that interest should be awarded. The parties were clear that despite reference to the position of Benefits Administrator in the grievances before me, the position held by the grievors is that of Benefits and Compensation Specialist, and that it is the evaluation of such position that is in issue before me.

The parties agreed that if any compensation is owing by virtue of this Award, it will be payable retroactive to April 8, 2009, despite article 18.4.1.1 of the collective agreement. They further agreed however, that I would not address the Union's claim for interest at this time, but that I would retain jurisdiction in these matters to deal with such issue should that prove necessary.

There were no objections regarding my jurisdiction to hear and determine these grievances or to their arbitrability.

Both parties filed Briefs containing a Position Description Form ("PDF") dated April 8, 2009. The Union advised that it disagrees with the content of the PDF as it relates to the Experience factor. It does not otherwise challenge the content of the PDF, but disputes the ratings of the following factors: Experience, Analysis and Problem Solving, Guiding/Advising Others, Independence of Action and Working Environment.

The position in dispute reports to Mr. Doug Wolfe, Manager, Total Compensation and HRIS. The Position Summary in the PDF states that the Benefits and Compensation Specialist provides "specialized expertise in the administration of compensation, benefits,

and pension programs for all College employees.” It further describes the position as follows:

As a Human Resources Professional, provides advice to all levels in the organization from enrolment in our benefits through termination/retirement. The incumbent is often required to deal with emotionally charged situations concerning employees’ compensation, benefits claims, pension calculations and disabilities, while dealing with complex issues requiring superior communication skills, strong analytical abilities and a thorough knowledge of the Colleges collective agreements, policies, terms and conditions of employment, pension plan and benefit plans as well as government programs. The employee must be system savvy, with a senior level knowledge of Microsoft applications to complete detailed compensation and benefits analysis and are (sic) the functional experts ensuring integrity and continued evolution of the core HRIS while acting as a principle control over payroll and pension transactions. The incumbent must follow and develop detailed plans to meet timelines for multiple recurring and new projects including the annual data for our pension plan, new systems for benefits administration and changes to benefits such as drug cards for faculty employees.

The incumbent provides ongoing guidance and support to the Benefits Clerk and Co-op student.

Experience

The College rated this factor at Level 4 (Minimum 3 years) and the Union seeks a rating at Level 5 (Minimum 5 years).

While there was no dispute that neither incumbent had more than three years experience in a compensation and benefits position when accepting the position, the Union correctly emphasized that this factor does not measure the actual experience of the incumbents. The Support Staff Job Evaluation Manual (“the Manual”) is clear that it measures “the typical number of years of experience, in addition to the necessary education level, required to perform the responsibilities of the position” The College also pointed out that the Notes to Raters are clear that Experience refers to “the

minimum time required in prior positions to learn the techniques, methods and practices necessary to perform this job.”

The Union’s position was that Experience should be rated at least in part based on an external marketplace comparison. It suggested that this was recognized in *Re George Brown College and OPSEU, Grievance of Casino*, (July 23, 2009). It argued that A Guide on How to Write Support Staff PDFs jointly developed by the parties is clear that the market is to be considered in rating this factor. While the College objected that this document had not been included in the Union’s Brief, it noted in any event that the one page excerpt from the Guide which the Union sought to place before me did not support the position taken by the Union.

The Union included in its Brief a 2010 job posting by the City of Nanaimo, British Columbia for a Benefits & Return to Work Specialist and an undated job posting by Hewlett-Packard for a Sr. Benefit Specialist in Mississauga, Ontario. In both instances, at least five years relevant experience is a stated requirement. In the Union’s submission, I should be guided by this and find that at least five years experience is also needed for the Benefits and Compensation Specialist in issue here.

The College argued that the Experience factor has been appropriately rated as a minimum requirement, in light of the educational requirements of a 3 year diploma, degree or equivalent in Human Resources Management, and a Certified Employee Benefits Specialist certificate.

Mr. Wolfe gave evidence that if he were to fill a Benefits and Compensation Specialist position today, he would be satisfied with a minimum of three years experience.

The College argued that there is no basis in the Manual for finding that the external marketplace is relevant in rating this factor, and that in any event, the job postings relied upon by the Union are not informative, and are distinguishable. By way of example, the College noted that the City of Nanaimo posting described that the “focus” of the position in question there was “to manage the full range of employee benefit and leave plans . . . and to coordinate the return to work process.” Counsel suggested that the need to “manage” suggests a higher level of responsibility than that held by the position in issue here. He noted as well that Mr. Wolfe testified that he is responsible for the return to work process. The Nanaimo posting also reflects as a duty the need to “work with the union . . . in the field of benefits and disability management.” Mr. Wolfe gave evidence that the incumbents here have no such responsibility.

The College also referred to the Hewlett-Packard posting and argued that the title “Sr.” Benefit Specialist, the stated involvement of the position in “policy issues and appeals,” and the stated responsibility for answering “Tier 2 and Tier 3 . . . questions” suggest a higher level position than that in issue here.

The College invited me to consider the decision between the parties relied upon by the Union, but suggested that it does not support the Union’s position here.

The College argued that in the absence of demonstrated bad faith, the manager’s view as to the necessary minimum experience cannot be disturbed.

While I do not accept such proposition, I am nonetheless not convinced by the Union that the Level 5 rating sought is warranted.

Even if I were to assume, without finding, that the external market is properly considered in rating Experience, it would then be for the Union to establish the proposition set out in its Brief that “similar positions in the marketplace” require a

minimum of 5 years experience. Having considered the postings relied upon by the Union in the context of Mr. Wolfe's evidence, I accept the College's submission that it is not possible to find that such positions are sufficiently "similar" to the position in issue here so as to reach the conclusion urged upon me by the Union. To the extent that the Nanaimo posting is considered, there are distinctions in job responsibilities evident on the face of the document. Similarly, it is difficult to glean from the undated Hewlett-Packard posting a sense of the level of responsibility associated with the position described relative to the position in issue before me. I note as well that post-secondary education and related courses are noted only as "a definite asset" there in contrast to the PDF before me that requires a 3 year diploma/degree or equivalent in Human Resources Management with an additional requirement of a CEBS designation.

Under the circumstances, I need not and do not determine whether it is appropriate to refer to evidence of the external marketplace for purposes of evaluating this factor. I am of the view that even if I properly did so here, the postings relied upon by the Union do not demonstrate that the Experience rating it seeks is warranted.

The College's rating of this factor is therefore maintained.

Analysis and Problem Solving

The College rated this factor at Level 2, Regular and Recurring and Level 3, Occasional. The Union seeks a rating of Level 3, Regular and Recurring.

The Manual defines Level 2 Analysis and Problem Solving as follows:

Situations and problems are easily identifiable. Analysis or problem solving is straightforward. Solutions may require modification of existing alternatives or past practices.

Level 3 Analysis and Problem Solving is defined as follows:

Situations and problems are identifiable, but may require further inquiry in order to define them precisely. Solutions require the analysis and collection of information, some of which may be obtained from areas or resources which are not normally used by the position.

The Position Summary in the PDF reflects the need for “strong analytical abilities” and the Experience section refers to the need for “well developed analytical and problem solving skills in order to identify problems, determine possible solutions and select appropriate action.”

The first Regular and Recurring example included in the PDF addresses errors in premium deductions identified through Payroll reports. The PDF describes that further investigation is required to define such problem so as to ascertain why a deduction was missed. The PDF further speaks to the analysis to determine a solution, addressing the comparison of an employee’s benefit selection with the applicable policy and fee schedule, and the cross-referencing of the employee file with monthly Payroll reports. Sources of available information according to the PDF, include employee benefit files, Payroll reports, and Sun Life fee schedules.

The second Regular and Recurring example found in the PDF addresses incorrect reporting of pension information. Again, the PDF states that “further investigation” is required to define the problem and it describes cross-checking of the employee file and Payroll records to ascertain the basis of the error. The PDF outlines the analysis undertaken to determine a solution, including the analysis of the employee file, cross-checking of the employee file with Payroll reports, determination of available options and performance of appropriate calculations and transactions. Sources of available information include employee files, Payroll reports, the CAAT Pension Plan Administrator’s Manual, Canada Revenue Regulations and the Income Tax Act.

Although the College assigned the position in issue here an Occasional Level 3 rating, it suggested in the hearing that the Occasional examples included in the PDF reflect nothing more than Level 2 Analysis and Problem Solving. I am nonetheless of the view that in the present circumstances, such examples are properly viewed in the context of the Level 3 Occasional rating which the College assigned.

The first Occasional example addresses the determination of deemed earnings and pension contributions for employees returning from a leave of absence for the purposes of pension buybacks. The PDF states that further investigation is required to define the problem, and refers to the verification of dates by which that is done. The PDF indicates that thorough knowledge of the Payroll system and of the Pension Plan is required. It describes the analysis used to determine a solution as including a “detailed calculation of the employee’s earnings and contribution information . . . while factoring in all eligible salary adjustments, step progressions, and deferred salary payments.” Sources available to assist the incumbent include benefit files, HRIS, Payroll reports, the Pension Plan and the Canada Revenue Agency.

The second Occasional example included in the PDF addresses the determination of deferred salary payments for Faculty. Again the PDF indicates that further investigation is required to define the problem, noting that the incumbent must identify all activity that impacts salary. The analysis used to determine a solution is described in the PDF, including verifying time worked and salary earned, ascertaining if there was activity such as leaves of absence during the relevant period, and calculating deferred salary “based on the information collected.” Time sheets, benefit files and the collective agreement are included as sources available to the incumbent in finding a solution.

While the College suggested in these proceedings that the Occasional rating granted to this position was not warranted on the basis of the PDF examples, it accepted that “there is some problem solving required of the position that touches on” Level 3. The College referred specifically in this regard to an analytical component of the work performed by the incumbents during a phase of the annual pension reconciliation process, and suggested that a component of the analysis required during part of an intense three week period has been “well rewarded” by the Level 2/Level 3 rating awarded.

The Union cautioned against such “compartmentalization” of the problem solving and analytical functions of the position. It pointed to the Audio Visual Effort section of the PDF and asked me to note Activity #2, characterized therein as “daily,” and described as follows: “Calculating employee’s pension buy back amounts, deferred salary calculations and reconciling annual pension contributions.” The grievors both gave evidence that although the pension reconciliation process is an annual one, it is necessary on an ongoing basis to engage in a number of checks and transactions that ensure that reconciliation proceeds smoothly. Ms. Ramamoorthy described that calculation of deferred salary payments “feeds into” buyback calculations, which in turn “feed into” pension reconciliation. She testified that one process affects another, and that it is not possible to view such work as isolated steps.

While the Union did not dispute that there are routine aspects to the incumbents’ analytical and problem solving functions, it emphasized that uniqueness of employee circumstances can impact upon problem definition and resolution.

The grievors described a situation in which an employee gave birth prematurely, giving rise to some question as to the applicable dates of her maternity leave. While there was no dispute that readily available written resources provide much information

regarding maternity leave, in the situation described it was necessary for the incumbent involved to consider the collective agreement and College policies, and ultimately to contact Service Canada to determine that the employee in question was to be placed on sick leave until her new born infant was discharged from hospital, and on maternity leave from that point onward.

Another scenario described by the grievors related to the steps taken to determine pension and benefit status for employees over the age of 65. Although the grievors acknowledged that they had available to them various sources of information such as applicable legislation, Sun Life materials, and the pension plan, they testified that they were not provided with specific detailed instructions pertaining to employees over age 65, and that they needed to engage in an analytical task of “piecing everything together.”

A further example canvassed by the Union addressed the refusal of certain pharmacies to accept Faculty drug cards. Again, the grievors acknowledged that they had guidelines available to them from the insurer, Sun Life. Despite such guidelines, they described the need to directly contact the pharmacies in question to ascertain what the problem was and to determine how to resolve the situation. Mr. Wolfe gave evidence as well regarding drug cards and explained that the cards were printed by Sun Life, and that corrections to contract and employee numbers were in some instances required.

The College took the position that the problem solving required of the position is routine and narrow in focus. It suggested that the incumbents deal with well defined problems, that they engage in a narrow scope of investigation with a similarly narrow scope of judgment, and that necessary information is found in reports and schedules which the incumbents know well.

The Union has, in my view, established that Analysis and Problem Solving is properly rated at Level 3, Regular and Recurring. While situations and problems encountered in the position are “identifiable,” it is clear from the Regular and Recurring examples referred to above and from the evidence in its entirety that they “may,” on a regular and recurring basis, require further inquiry in order to define them precisely,” even if such further inquiry is narrow in focus and based in some instances on regularly consulted sources of information.

I am also satisfied that the Union has established that the Level 2 description of the required analysis and problem solving as “straightforward” does not fairly capture the analytical task of the incumbents. I recognize that the Notes to Raters are clear that the mere need to seek additional information does not necessarily correlate with a Level 3 rating. The Notes are clear that Level 2 Analysis may include some judgment in deciding which steps to try first, but that the analytical task is straightforward. In contrast, the Notes describe that at Level 3, an incumbent gathers information, analyzes each new piece of information in relation to others, and may “possibly” explore “new or unusual directions to seek more information. . . .” The Regular and Recurring and Occasional examples in the PDF canvassed above and further examples addressed at the hearing such as those relating to maternity leave and to benefits and pension for employees over age 65, exemplify in my view the gathering and analyzing of pieces of information in relation to each other contemplated by the Level 3 definition.

The College correctly asserts that much of the information collected and analyzed by the incumbents in order to solve problems is routinely used and readily available. The Notes to Raters are clear, however, that even at Level 3, “in many circumstances,” the information gathered to develop solutions to problems “will be readily available.” The

Level 3 factor definition contemplates that “some of” the information collected and analyzed for the solution of problems “may be obtained from areas or resources which are not normally used by the position.” The Union suggested in part that evidence of the need for the incumbents to contact Service Canada falls within the Level 3 definition. The PDF offers support for the Union’s position insofar as the Independence of Action section speaks of the occasional need for the incumbents to contact bodies such as Service Canada where “specific guidelines do not provide adequate direction” Also noteworthy is the Union’s evidence of the need for the incumbents to contact individual pharmacies for information so as to define and solve problems encountered by Faculty members in having their drug cards declined. I am of the view that the Level 3 definition which contemplates solutions requiring the collection and analysis of information, some of which may be obtained from resources not normally used by the position better describes the analytical and problem solving function of this position than does the Level 2 reference to “straightforward” analysis and problem solving, where solutions may require “modification of existing alternatives or past practices.”

I conclude that the Analysis and Problem Solving factor should be rated at Level 3, Regular and Recurring. I so order.

Guiding/Advising Others

Prior to the hearing, the rating of this factor was in dispute. The College rated it at Level 3, Regular and Recurring and Level 4, Occasional, and the Union sought a rating of Level 4, Regular and Recurring. At the hearing, the College agreed on a without prejudice basis to rate this factor at Level 4, Regular and Recurring and this was satisfactory to the Union. The parties therefore did not address the rating of this factor before me.

Independence of Action

The College rated Independence of Action at Level 2, Regular and Recurring and Level 3, Occasional. The Union seeks a Regular and Recurring Level 3 rating.

The Manual describes that this factor measures the level of independence or autonomy in the position, taking into consideration elements such as the types of decisions made, aspects of tasks decided by the position or in consultation with others, and the rules, procedures, past practice and guidelines available to provide guidance and direction.

Level 2 Independence of Action is defined in the Manual as follows:

Position duties are completed according to established procedures. Decisions are made following specific guidelines. Changes may be made to work routine(s).

Level 3 Independence of Action is defined as follows:

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

The Manual further defines “guideline” as “a statement of policy or principle by which to determine a course of action,” while “process” is defined as “a series of activities, changes or functions to achieve a result.”

The Notes to Raters differentiate between Levels 2 and 3 as follows:

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.

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.

The PDF states that “general guidelines are available for day-to-day activities,” and that the incumbents must “apply the general guidelines to the specific need or personal situation of an individual. . . .” It further references a number of manuals and guidelines “available to guide the incumbent” and provides that on an occasional basis “there are situations where the specific guidelines do not provide adequate direction to complete the task” and where the incumbents contact “governing bodies . . . in order to get more specific details.”

The PDF further provides that each incumbent “is generally expected to perform duties independently, exercising his/her own judgment and initiative for most of his/her tasks,” noting that “the Manager is available to verify complex pension and deferred salary calculations.”

The Union suggested that Levels 2 and 3 Independence of Action are distinguished by “the explicitness of procedures, processes and guidelines used to carry out duties and make decisions.”

It noted the reference in the PDF to “general guidelines . . . available for day-to-day activities.” Ms. Ramamoorthy acknowledged that the incumbents have available to them and use policies, procedures and manuals in assisting employees with pension and benefit issues through the “employment life cycle” from initial enrollment through to retirement. She stated, however, and the Union emphasized that such “guidelines” are not specific.

The grievors both described a number of instances in which they suggested that they had to apply general guidelines to specific circumstances. Such examples included addressing benefit and pension entitlement for employees working past age 65,

addressing whether vacation was pensionable for Faculty on LTD, and addressing an error in reported earnings relating to pension buybacks after the Faculty strike.

The grievors both acknowledged that “day to day” they “know the processes to carry out,” and they testified that they work without constant direction. They described that when they deal with “unusual circumstances,” such as the pension buyback issue after the Faculty strike, they consult with their Manager, who in that instance, directed that they contact CAAT Pension.

In the Union’s submission, while the specific examples it addressed may not arise repeatedly, one cannot predict the issues confronting the incumbents where they have the benefit of nothing more than general guidelines to be applied to specific circumstances.

The College in response argued that although there is an element of Level 3 Independence of Action recognized by the Occasional rating at this level, most of the position “resides” within Level 2.

In the College’s submission, position duties are guided for the most part by well established and specific procedures and available guidelines. Counsel referred to the Notes to Raters and suggested that autonomy as measured by this factor can be limited not only through supervision, but also through other controls such as policies, procedures, customary practices and work routines.

The College suggested that procedural controls such as established timelines for the performance of duties, and forms, guidelines and manuals dictating certain steps generally define the steps to be undertaken in completing position duties. Examples referred to by the Union, in the College’s submission, generally reflect nothing more than autonomy in tasks consistent with a Level 2 rating.

The College suggested as well that benefits are substantively addressed by Sun Life and CAAT Pension Plan materials. It argued that a primary function of the incumbents is to communicate such “well described information,” with “little leeway” in what they say, as they must provide accurate information regarding benefit entitlement.

Having considered the PDF, the evidence in its entirety and the submissions of the parties, I am not convinced by the Union that the Level 3 Regular and Recurring rating it seeks is warranted.

The evidence established that on a day to day basis, the grievors “know the processes to carry out.” Although they work without constant direction from Mr. Wolfe, a fact reflected in the PDF, both acknowledged that they consult with him to determine a course of action in unusual circumstances.

In my view, the “rules, procedures, past practice and guidelines available to guide the incumbents” on a regular and recurring basis as referred to in the PDF, such as the Sun Life plan and benefit books and the CAAT Pension Manual, offer guidance to the grievors best captured at a Level 2 rating.

I accept that although the incumbents may have certain procedural autonomy to decide the sequence of tasks, the evidence establishes that steps undertaken to complete duties are generally defined. Similarly, I am satisfied that substantive guidance is for the most part available through specific guidelines describing pension and benefits.

I recognize that diverse circumstances not fully addressed by such guidelines arise, however, and in these circumstances, Independence of Action falling within the scope of Level 3 may be required. While I have considered the examples relied upon by the Union, and while I appreciate the difficulty of defining the frequency of such

scenarios, I cannot conclude based on the evidence that Level 3 Independence of Action is demonstrated on a regular and recurring basis.

The College's rating of this factor is confirmed.

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.

Level 2 Working Environment is defined in the Manual as follows:

Working conditions involve:

- difficult weather conditions
- smelly, dirty or noisy environment(s)
- exposure to very high/low temperatures
- verbal abuse
- working in isolated or crowded situations
- travel

The Union correctly pointed out that it is not necessary that all such conditions be established before a Level 2 rating is warranted. The Manual states "can be one or more of the elements listed."

The Notes to Raters indicate and the College emphasized that "this factor reflects working conditions that are real and not a condition that might occur."

There was no dispute that the incumbents are required to travel in the performance of their duties, primarily to other campuses.

The parties disagreed, however, about what "travel" encompasses for purposes of this factor. The Union suggested that total time away from the home base office should be considered in rating the travel component of the position. It referred to the Notes to Raters which provide that "the travel component of working environment refers to the 'undesirable' aspect of having to leave the work site and travel somewhere else to

complete work assignments.” By way of example, if an incumbent travels for 30 minutes to reach another campus, spends 2.5 hours in meetings at the other campus, and then takes another 30 minutes travelling back to her office, this amounts to 3.5 hours of travel according to the Union.

The College, on the other hand, argued that only time spent in transit is relevant for purposes of this factor rating, and that for the given example the time spent meeting upon arrival at another campus is not to be considered. The College’s position is that the incumbent in the circumstances described travelled for one hour.

The PDF states that the position engages in “regular travel between campuses as necessary,” and this is noted as a weekly working condition. At the hearing, the parties agreed that between the two grievors travel out of the office is required approximately three times per month in total. There was no dispute that this is a combined number. The parties similarly agreed that total time away would approximate 3.5 hours on each occasion, for a combined total of approximately 10.5 hours per month shared between the two incumbents. The grievors explained that although the division of these hours between them fluctuates from month to month, it is fair to say that over time, hours spent commuting to and from and working at other sites is fairly equally divided between them. The College emphasized that the numbers advanced by the Union are combined figures for the two incumbents, and do not reflect what is required of each. The Union acknowledged that this is accurate.

The PDF also refers to monthly “dealing with abusive people,” with the following example provided: “explaining that a declined claim cannot be re-assessed, and the reason for it to employees or retired employees, who become upset and may become verbally abusive.” The grievors explained that they are sometimes the messengers of

unwelcome news. They acknowledged that they have never been subjected to threatening comments, but indicated that they hear swearing approximately once each year. The Union suggested that such exposure to swearing exemplifies “verbal abuse” which is defined in the Manual as “derogatory or threatening comments.” While the College did not dispute the grievors’ assertion that they are exposed to such swearing, it questioned whether this constituted “verbal abuse” as defined.

The Union also suggested that the grievors are exposed to “difficult weather conditions” when travelling to other campuses. In the absence of evidence addressing how often this might be, the College argued that such claim is nothing more than speculative.

The Union argued that I should accept its broader definition of “travel,” and that I should find that this factor should be rated on the basis that each incumbent in the position spends 10.5 hours per month, or 6% of their working time, travelling. The Union argued that I must also take into account “occasional swearing” and exposure to difficult weather. The Union relied on the Notes to Raters which state: “As a guide, travel that is a requirement of the position and occurs on a regular basis for more than 10% of the time (eg. Equivalent of ½ day a week or 2 ½ days per month) should be considered ‘regular and recurring.’” It suggested that the evidence before me regarding travel, verbal abuse and difficult weather conditions meets what it characterized as “the 10% threshold” contemplated in the Notes to Raters for this factor. On this basis, the Union asked me to find that a Regular and Recurring level 2 rating is warranted.

The College suggested that even if I consider the evidence before me on the basis of the broader definition of “travel” urged upon me by the Union, a position it contests,

that the Union has not demonstrated that a Level 2 rating on a Regular and Recurring basis is warranted.

I agree that the evidence before me does not support the conclusions urged upon me by the Union. The grievors' testimony clearly demonstrated that the two incumbents in the position equally share between them approximately 10.5 hours per month of "travel" as defined by the Union here, although the time spent by each incumbent each month fluctuates. Even if I proceed on the basis that the Union's characterization of "travel" is that contemplated by the Working Environment factor, a matter that I need not decide, it is not accurate to rate this factor on the basis that each incumbent spends approximately 10.5 hours per month travelling.

Having considered the evidence that on the Union's best case, the incumbents equally share 10.5 hours of travel per month, and having considered yearly exposure to swearing and the possibility of encountering undefined and unquantified "difficult weather," I am not satisfied that the Union has established that a Regular and Recurring Level 2 rating is warranted here.

The rating of this factor at Level 1, Regular and Recurring and Level 2, Occasional, is maintained.

Conclusion

For all of the above reasons, I order that the rating of Analysis and Problem Solving be amended to Level 3, Regular and Recurring. The rating of Guiding/Advising Others was amended to Level 4, Regular and Recurring on a without prejudice basis on agreement of the parties. The rating of the other disputed factors is maintained.

Total points for the position are 498, within the range of Payband G. I therefore conclude that the position has been properly rated at Payband G.

DATED at TORONTO this 22nd day of October, 2010.

Mary Lou Tims, Arbitrator