

**MARY LOU TIMS**  
BARRISTER & SOLICITOR

July 9, 2009

Ms. J. Goheen  
Human Resources Consultant  
Georgian College  
1 Georgian Drive  
Barrie, ON L4M 3X9

Ms. J. Peacock  
President, OPSEU Local 349  
Georgian College  
1 Georgian Drive  
Barrie, ON L4M 3X9

Dear Ms. Goheen and Ms. Peacock:

**Re: Georgian College and OPSEU, Loc. 349 - Classification Grievance of C. Jones  
(#734901)**

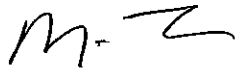
---

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

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

Thank you for your assistance in these proceedings.

Yours truly,



Mary Lou Tims  
Encls.

cc: OPSEU Grievance Department - letter, award and Arbitration Data Sheet

Ms. S. Johnson - College Compensation & Appointments Council - letter, award and  
Arbitration Data Sheet

Ms. C. Viviano - College Compensation & Appointments Council - letter, award and  
Arbitration Data Sheet

## Arbitration Data Sheet - Support Staff Classification

College: Georgia College Incumbent: Chris Jones Supervisor: Joe Fruckler  
 Current Payband: D Payband Requested by Grievor: \_\_\_\_\_

1. Concerning the attached Position Description Form:

- The parties agreed on the contents  The Union disagrees with the contents and the specific details are attached.

2. The attached Written Submission is from:  The Union  The College

| Factor                          | Management         |        |            |        | Union             |        |            |        | Arbitrator        |        |            |        |
|---------------------------------|--------------------|--------|------------|--------|-------------------|--------|------------|--------|-------------------|--------|------------|--------|
|                                 | Regular/Recurring  |        | Occasional |        | Regular/Recurring |        | Occasional |        | Regular/Recurring |        | Occasional |        |
|                                 | Level              | Points | Level      | Points | Level             | Points | Level      | Points | Level             | Points | Level      | Points |
| 1A. Education                   | 2                  | 22     |            |        | 2                 | 22     |            |        | 2                 | 22     |            |        |
| 1B. Education                   | 1                  | 3      |            |        | 1                 | 3      |            |        | 1                 | 3      |            |        |
| 2. Experience                   | 3                  | 39     |            |        | 3                 | 39     |            |        | 3                 | 39     |            |        |
| 3. Analysis and Problem Solving | 2                  | 46     | 0          | 0      | 3                 | 78     |            |        | 2                 | 46     | 0          | 0      |
| 4. Planning/Coordinating        | 2                  | 32     | 0          | 0      | 3                 | 56     |            |        | 2                 | 32     | 0          | 0      |
| 5. Guiding/Advising Others      | 2                  | 17     | 0          | 0      | 2                 | 17     |            |        | 2                 | 17     | 0          | 0      |
| 6. Independence of Action       | 2                  | 46     | 0          | 0      | 3                 | 78     |            |        | 3                 | 78     | 0          | 0      |
| 7. Service Delivery             | 2                  | 29     | 0          | 0      | 3                 | 51     |            |        | 2                 | 29     | 0          | 0      |
| 8. Communication                | 2                  | 46     | 0          | 0      | 3                 | 78     |            |        | 2                 | 46     | 0          | 0      |
| 9. Physical Effort              | 1                  | 5      | 0          | 0      | 1                 | 5      |            |        | 1                 | 5      | 0          | 0      |
| 10. Audio/Visual Effort         | 2                  | 20     |            |        | 2                 | 20     |            |        | 2                 | 20     |            |        |
| 11. Working Environment         | 1                  | 7      | 0          | 0      | 1                 | 7      |            |        | 1                 | 7      |            |        |
| Subtotals                       | (a) <del>302</del> |        | (b)        |        | (a) 454           |        | (b)        |        | (a) 344           |        | (b) 0      |        |
| Total Points (a) + (b)          | 302                |        |            |        | 454               |        |            |        | 344               |        |            |        |
| Resulting Payband               | D                  |        |            |        | F                 |        |            |        | E                 |        |            |        |

Signatures:

Chris Jones  
(Grievor)

Jan 29/09  
(Date)

Joe Fruckler  
(College Representative)

Feb 6/09  
(Date)

[Signature]  
(Union Representative)

Jan. 29/09  
(Date)

[Signature]  
(Arbitrator's Signature)

June 22/09  
(Date of Hearing)

July 9/09  
(Date of Award)

**IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

Georgian College of Applied Arts and Technology  
("the College")

and

Ontario Public Service Employees Union  
("the Union")

Classification Grievance of Christine Jones

**ARBITRATOR:** Mary Lou Tims

**APPEARANCES:**

**FOR THE COLLEGE:** J. Goheen - Human Resources Consultant  
J. Fruchter - Dean, Hospitality and Tourism  
C. Brown - Human Resources Director  
L. Bell - Human Resources Consultant

**FOR THE UNION:** J. Peacock – Local Union President  
C. Jones – Grievor  
D. Sepper – Chief Steward  
T. Podziemski – Local Union Secretary

Hearing held on June 22, 2009 in Barrie, Ontario.

### AWARD

The grievance before me dated June 8, 2007 alleges that the grievor's position of Academic Program Assistant in the Hospitality and Tourism Department was improperly classified by the College. The grievance seeks by way of remedy an order that the College produce an accurate job description, that the position be classified at Payband E, and that the grievor be compensated retroactive to March 1, 2007.

The parties each filed with me and exchanged with each other pre-hearing submissions in accordance with article 18.4.3.4 of the collective agreement. Included therein was the relevant Position Description Form ("PDF") dated August 2008, as well as an Arbitration Data Sheet signed by the parties in January and February 2009. The College evaluated the grievor's position at 312 points, bringing it within Payband D. The Arbitration Data Sheet indicates that the Union disagrees with the contents of the PDF, and that it asserts that the grievor's position should be classified at Payband F.

At the hearing, the Union advised that it withdrew its challenge to the accuracy of the PDF, but rather disputed only the ratings of the following five factors: Analysis and Problem Solving, Planning/Coordinating, Independence of Action, Service Delivery and Communication.

The College argued in its pre-hearing submission that it is not open to the Union to claim at arbitration that the grievor's position should be classified at anything more than Payband E, that being the Union's position at the time that the grievance was filed. In addition, the College took the position in its pre-hearing brief that "the grievance . . . is incorrect in requesting retroactivity to March 1, 2007." The parties agreed at the hearing that neither of these issues would be addressed at present, but that I would retain jurisdiction and would reconvene the hearing to deal with such matters at the request of either party.

Subject to the above comments, there were no objections with respect to the arbitrability of the grievance or to my jurisdiction to hear and determine it.

The PDF Position Summary describes the "overall purpose" of the grievor's position as follows:

The incumbent is a front line resource to students, staff and the Community and works as part of the Academic Team and is responsible

for initiating, developing and implementing a variety of administrative support functions, including planning, support and liaison functions.

Providing primary secretarial support to the Academic programs, the incumbent interacts with students, Coordinators, Faculty, and the Dean, the Registrar's Office and various other College departments, as well as external contacts.

The Duties and Responsibilities section of the PDF indicates that twenty per cent of the position's time is spent providing "Daily Support for Academic Office," twenty per cent is devoted to "Secretarial Support to Committees/Special Events," forty per cent is allocated to "Academic Program Support," fifteen per cent to "Reports/Survey," and five per cent to "Other duties as assigned."

The grievor reports to the Dean, Hospitality and Tourism, Mr. Joseph Fruchter.

### **ANALYSIS AND PROBLEM SOLVING**

The Support Staff Job Evaluation Manual ("the Manual") states that this factor "measures the level of complexity involved in analyzing situations, information or problems of varying levels of difficulty; and in developing options, solutions or other actions." The Notes to Raters direct as follows:

Consideration must be given to the types of situations that arise and:

- how situations, analytical requirements or problems are defined
- the range of choice of action within the scope of the job
- the level and type of investigation required
- how complex or multi-faceted issues or problems are
- from which sources assistance is obtained.

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

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.

"Analysis" is defined as "to separate into parts and examine them in relation to basic principles to determine how they fit together or cause the problem." "Past practices" is also a defined term meaning "to perform work according to how it has

customarily been done in the past or the usual way of doing something. Such practice does not have to be written down, but can arise on the basis of regular, repeated action.”

The Manual defines level 3 analysis and problem solving as follows:

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

The Duties and Responsibilities section of the PDF indicates that forty per cent of the incumbent’s time is spent providing academic program support, including acting as a front-line departmental program resource for walk-in inquiries, responding to program-specific inquiries, providing assistance to students, and acting as a contact person “resolving routine problems of Faculty and students relating to timetables, grades, Registrar’s office enquiries, room bookings and computer queries.”

The grievor acknowledged that some situations and problems encountered in her position are “easily identifiable.” She also described, however, that she deals with many “new and unique” issues, where there are no applicable past practices or guidelines to assist her.

The parties both considered a number of examples in addressing the level of analysis and problem solving required in the grievor’s position.

They described the grievor’s involvement in arranging for the administration of Key Performance Indicators (“KPI”) surveys. The College recognized the grievor’s involvement in such task, but emphasized that all aspects of the KPI survey process are provincially mandated. Therefore, while the grievor makes the necessary arrangements with Faculty and students for the administration of the KPI survey during class time, the College disputed that there is any level 3 analysis and problem solving required in doing so. The Union did not dispute the College’s characterization of the grievor’s duties with respect to the KPI survey. It suggested, however, that the challenges encountered in arranging for the survey to be conducted so as to ensure maximum student participation are such that level 3 problem solving is required. By way of example, the Union noted that the grievor would take into account whether a given course is mandatory or optional for a program. It further noted that the grievor would consider that it would be preferable

to schedule the survey in a 10 a.m. class rather than in an 8 a.m. class on a January morning so as to maximize the chance of full participation.

The PDF contains as an example of another “key issue or problem encountered” the inability of a Faculty member to enter on the Student Information System (Banner) a final mark for a student where the student’s name does not appear on the class list. I note that although this example is characterized in the PDF as regular and recurring, both parties at the hearing characterized it as “infrequently” encountered.

The Union addressed this example in some detail in its pre-hearing brief, stating as follows:

Student information can be obtained from collection and analysis, however as each piece of information is obtained a decision is made to explore a new or unusual course of action so that the problem can be fixed. In this example information gathered led to a part-time faculty teaching in another academic area of the College to be contacted; explanations and discussion took place, which resulted in arrangements being made to have the appropriate grade entered for the student.

The Union emphasized at the hearing that the part-time Faculty member contacted by the grievor was not someone with whom she would normally work. It did not dispute the College’s suggestion, however, that she regularly contacts different Faculty members and departments in the course of her duties. The Union also explained at the hearing that it may be necessary for the grievor to review multiple screens in order to resolve problems. It suggested that the decision to proceed from one screen to the next reflects level 3 analysis and problem solving. The College disputed that the grievor’s access to several screens renders the analytical task any more complex.

The PDF also sets out as a regular and recurring example of analysis and problem solving in the grievor’s position a student advising that he is unable to register for a course. While the Dean of Hospitality and Tourism, Mr. Fruchter, suggested that there are few possible explanations to be considered in addressing such problem, the Union maintained that there are a number of potential reasons accounting for inability to register. The grievor noted that it may be necessary in some instances to request that registration caps be lifted. The Union argued that level 3 analysis and problem solving is required.

Also set out in the PDF as a regular and recurring example is contact by a student upset because of receipt of a failing grade. According to the PDF, the grievor verifies the student's grade in the Student Information System, determines the steps the student has taken to address the issue, and advises the student with respect to the College's appeal process.

The PDF includes as an occasional example of analysis and problem solving, "Documentation required for insertion in provincial proposal was not readily available." The grievor described the role she played in compiling documentation required by the College for purposes of a Postsecondary Education Quality Assessment Board ("PEQAB") application. Specifically, the grievor addressed the need to contact others when she determined that a required policy was unavailable. The College spoke of the PEQAB process, and described that the PEQAB appoints a committee that visits the College. The Dean explained that the College is told when the committee will visit, who the committee wishes to see, the order in which such persons are to be seen, and what documentation must be submitted by the College. While the Dean noted that the grievor was "very helpful" in this process, he emphasized that the required process is prescribed in detail. In the College's submission, there is no need for level 3 analysis and problem solving in performing the necessary tasks. Where a policy proved to be unavailable, the Dean indicated that the Vice-President of Degree Studies would have been so advised and would have ensured that the problem was rectified.

The PDF sets out as a final occasional example of analysis and problem solving the situation encountered by the grievor's position where a Coordinator advises that a course outline appearing on the website is incorrect. The PDF describes the grievor's role in advising the Coordinator of the applicable policies and procedures so that the problem can be rectified.

In its pre-hearing submission, the College addressed the analysis and problem solving factor as follows:

As described in the PDF . . . , the problems encountered by the position are readily identifiable and the analysis required is straightforward. In most of the examples, the problem is brought to the Grievor's attention by a student or staff member. Analysis is limited to providing information which is accessible to or known by the Grievor; problems which are more complex are solved by the Registrar's Office or a faculty member. In



addition, regularly occurring questions and problems can be handled using past practices which have been developed over time.

While the College accepted that some of the examples addressed in these proceedings contemplate a requirement to seek information, it suggested that information resources such as the Student Information System, online resources, and the Registrar's office are well known and readily available, and that any "related analysis" is straightforward.

I have considered the parties' submissions in the context of the Manual level definitions and the Notes to Raters. Of particular assistance is the following Note:

**Level 2 versus level 3 – wording in a PDF that suggests there is a need to get additional information, such as problems that require the incumbent to look at several sources of information or ask questions of other departments, does not necessarily mean that level 3 would apply.** (emphasis added) For example, if dealing with a question regarding a "hold" on a student record, the incumbent might have to check several screens on the student record system to see if it is a financial hold, or an academic hold, and might even have to contact the academic or finance department for an answer. However, these are procedural steps that should be followed one by one until the problem is identified and solved. There may be some judgement (level 2) in deciding which step to try first, but the analysis, if any, is quite straightforward (level 2). For level 3, the incumbent would be gathering information, analyzing each new piece of information in relation to the other pieces, and possibly exploring new or unusual directions to seek more information based on the results of the investigation or analysis.

The grievor struck me as a conscientious employee who prides herself on being helpful to those seeking her assistance in solving problems. The Manual is clear, however, that "it is the position that is being evaluated and not the individual." (at p. 7) In my view, the examples of analysis and problem solving addressed by the parties reflect "easily identifiable" situations and problems, for which the required "analysis or problem solving is straightforward." I am not convinced by the Union that the situations and problems encountered in the position are "identifiable," but "require further inquiry in order to define them precisely." Similarly, I am not satisfied that the solutions to such problems require "analysis and collection of information, some of which may be obtained from areas or resources which are not normally used by the position."

I confirm the College's rating of this factor at level 2 regular and recurring, and see no basis upon which an occasional rating at level 3 should be awarded.

### **PLANNING/COORDINATING**

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

The Manual defines level 2 planning and coordinating as follows: "Plan/coordinate activities and resources to complete own work and achieve overlapping deadlines." Level 3 planning and coordinating is defined in the following manner: "Plan/coordinate activities, information or material to enable completion of tasks and events, which affect the work schedule of other employees." The parties' dispute here focused on whether or not the planning and coordinating functions of the grievor's position "affect" the work schedule of other employees. The Manual defines "affect" as follows: "to produce a material influence upon or alteration in." The Notes to Raters are of assistance in considering the applicable factor definitions. They indicate that at level 2, "the position plans and prioritizes its own activities. Planning and coordinating are typically focused on completion of assigned activities within established deadlines or procedures. . . . The position may coordinate or make arrangements for an event by coordinating the calendars of others." The Notes state that level 3 planning and coordinating is such that "the position decides the order and selects or adapts methods for many work assignments. Typically, the planning and coordination at this level, which affects the work schedule of others, are requests for materials/information by specific deadlines in order for the position to plan events or activities (e.g. conferences, research projects, upgrading hardware or software.)"

One of the regular and recurring examples found in the PDF is the grievor's role in organizing the Dean's List Reception twice each year. This includes the arrangement of the date in consultation with the Dean and with Faculty, the booking of a room including refreshments, the running of the necessary reports, the preparation of certificates and the sending of invitations. The Union suggested that the grievor "affects the work schedule" of those employees in the Georgian Dining Room responsible for the preparation and serving of food at the function. The College argued, however, that the Georgian Room staff is the College's experts in "running events," and that to the extent

that the grievor books an event, she does not “affect their work schedules” as that is the nature of the Georgian Room’s day to day business.

The PDF also includes as a regular and recurring example of the planning and coordinating functions of the grievor’s position, her role in the KPI Survey process. The PDF refers to the position’s involvement in selecting appropriate program sections, contacting Faculty to arrange a suitable time for survey, and coordinating the time with students hired to administer the survey. The grievor indicated that the administration of the survey takes approximately twenty to thirty minutes, and the parties agreed that it is administered two or three times per year. The parties did not address whether or not students administering or completing the survey are “other employees” within the level 3 definition.

A third regular and recurring example of planning and coordinating activities included in the PDF is the role of the Academic Program Assistant in maintaining current program and course curriculum in the Student Information System, and in prompting Faculty and curriculum committees with upcoming deadlines for submission of information. The Union commented as follows in its pre-hearing submission:

In Example 3 the course outlines and program outlines are required to be submitted by a predetermined date to ensure that they are properly reflected in the College promotional material being printed and posted for the public and prospective students. The position organizes and prompts faculty and curriculum committees to review and effect changes to comply with preset deadlines.

Occasional examples of planning and coordinating found in the PDF include the role of the grievor’s position in scheduling those individuals making presentations to the PEQAB committee. It is clear that it is the PEQAB committee that set the date for such meeting, directed who it would see, and the order in which it was to see the various individuals appearing before it. Once the agenda was set, the PDF indicates that changes were then implemented by the grievor to accommodate the schedules of committee members. The grievor suggested that the planning and coordinating role that she played affected the work schedule of everyone in the department for the day of the committee’s visit to the College.

The PDF also references as an occasional example of planning and coordinating the role of the grievor's position in organizing and maintaining files and keeping current articulation agreements.

In addition to the examples set out in the PDF, the grievor described at the hearing the work she undertook at an unspecified time in the past in organizing work space for part-time faculty. While the Dean acknowledged that the "grievor always has great suggestions," he noted that the organization of this work space was a one time task performed some time in the past.

In addressing the various examples before me, I am not satisfied by the Union that they demonstrate planning and coordinating which "affect" as defined the work schedules of other employees. The Manual is clear that "affect" means to produce "a material influence upon or alteration in." While the Union described planning and coordinating activities engaged in by the grievor's position, it did not, in my view, demonstrate that these "materially" influenced the work schedule of others.

In reaching such conclusion, I have carefully considered the third regular and recurring example in the PDF in particular, in light of the applicable Notes to Raters. Such example deals with the position's role in prompting faculty and curriculum committees to submit changes to program or course outlines. The College sought to characterize this role as one of simply communicating preset deadlines once or twice per year. The PDF is clear, however, that maintaining the current course program in the Student Information System is a regular and recurring activity, and that the grievor's position communicates deadlines and is responsible for ensuring that materials are received. The Notes indicate that "typically, the planning and coordination at this level, (level 3) which affects the work schedule of others, are requests for materials . . . by specific deadlines in order for the position to plan events or activities . . ." Having considered the submissions of the parties, I cannot conclude, however, that the grievor's role in prompting others to submit changes to program or course outlines by applicable deadlines "affects" or "produces a material influence upon or alteration in" the work schedules of other employees.

I confirm the regular and recurring rating of level 2 for this factor, and find that there is no basis upon which an occasional rating should be awarded.

## INDEPENDENCE OF ACTION

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

The Manual states that the following elements should be considered when rating independence of action:

- 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

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).

“Procedure” is defined as “a sequence of steps to perform a task or activity,” and “guideline” is defined as “a statement of policy or principle by which to determine a course of action.”

The Manual defines level 3 independence of action 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.

“Process” is a defined term in the Manual, signifying “a series of activities, changes or functions to achieve a result.”

The Notes to Raters are of assistance in clarifying the distinction between level 2 and 3 ratings:

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.

I have no difficulty in accepting that, in some instances, the grievor's position requires independence of action properly rated at level 2, insofar as "duties are completed according to established procedures," and "decisions are made following specific guidelines" such as the various policies, procedures and guidelines referenced in the PDF.

When considering the grievor's duties and responsibilities as a whole, however, the Union has convinced me that a level 2 rating does not properly capture the independence of action required in her position.

The parties described in some detail the role played by the grievor in organizing the Dean's List Reception twice each year, a role that is characterized as regular and recurring in the Planning/Coordinating section of the PDF.

The College noted in its pre-hearing brief, that the grievor stated that she is assigned the task of setting up such events and is told to "just make it happen." I recognize and accept that the initial proposal to organize such a reception was subject to the approval of the Dean, and that likewise, certain key parameters within which the reception is organized, such as budgetary constraints, are also determined by the Dean and not by the grievor. The College suggested in its brief that although it accepts that such function demonstrates "some freedom of action" on the grievor's part, that the parameters within which she makes decisions are "fairly rigid."

Having considered the grievor's description of her role in organizing the Dean's List Reception, however, I am convinced by the Union that a level 3 rating would be more appropriate. I recognize that the grievor's actions in performing this function are constrained by the Dean's decisions, and that she does not determine the overall general parameters within which the reception must be organized. Rather, in the words of the Notes to Raters, "the specific results or objective that must be accomplished are pre-determined by others." In organizing the reception within such parameters, however, the grievor's task in "making it happen" nonetheless requires of her the performance of duties "according to general processes" and decision making "following general guidelines to determine how tasks should be completed." As addressed in the Notes to Raters, she has the ability to "select the process(es) to achieve the end result," and "the autonomy to make decisions" within the parameters of the "specific results or objectives" predetermined elsewhere. The grievor spoke, for example, of the need to determine who

is eligible to attend such receptions, of the steps she initially took to ensure that the necessary report was created, and of the need for her to learn how to run such report. The parties described as well the grievor's role in designing certificates, in preparing appropriate letters and invitations, and in making necessary arrangements for rooms and refreshments. Clearly the Dean makes key decisions regarding the organization of the reception and the grievor must operate within those limitations. The Union has nonetheless demonstrated in my view that the grievor has the ability "to select the process(es) to achieve the end result, usually with the assistance of general guidelines," and she "has the autonomy to make decisions within these parameters."

The parties both addressed as well the grievor's role in preparing the Tips for Students and Tips for Faculty manuals each year, a task reflected in the Duties and Responsibilities section of the PDF. The Union addressed this function in its pre-hearing brief as follows:

When creating Tips for Faculty and Tips for Students each academic year the incumbent collects data, researches pertinent information and decides content. The document is independently created and distributed to the department. Decisions concerning content are made within the parameters of guidelines provided and a process to collect and maintain ongoing information has been implemented.

Examples of the manuals were included with the College's pre-hearing brief and both appear to be informative resources which one would expect would be useful for Faculty and students.

Mr. Fruchter emphasized that each booklet is the result of collaboration and input from many, and suggested that the grievor "puts it together in a nice format." He indicated that if the grievor decided to insert something new when updating the manuals each year, he expected that she would consult him if it was "something unusual." The College suggested as well that much of the information ultimately included in the manuals is found in other College publications.

After considering the Union's position here, however, I am satisfied that this example too reflects independence of action beyond that reflected in a level 2 rating. The grievor described in some detail the process she undertakes in researching and in collecting information from other departments, colleges and universities, in deciding

what information should be included, in writing and in ultimately finalizing these materials. There is no doubt that the grievor seeks collaboration and input from others, and that other College publications are useful resources for her. Further, I recognize that the Union did not dispute the College's suggestion that the grievor would consult with the Dean before making "unusual" revisions. I am nonetheless convinced that the generation, design and preparation of these manuals involve independence of action better captured in a level 3 rating.

The PDF includes as a regular and recurring "type of decision that would be decided by the incumbent" the organization and/or scheduling of the "day-to-day operation of the department initiating activities of Faculty/coordinators." The Position Summary in the PDF also states that the incumbent is "responsible for initiating, developing and implementing a variety of administrative support functions, including planning, support and liaison functions."

The College characterized the grievor's role as one of issuing reminders of tasks and deadlines as governed by the academic planning calendar. After hearing the grievor describe her role more fully, however, it is clear that this is only a partial picture. The grievor spoke of and offered examples of the need to consider and determine when it is appropriate to send "prompts" to departmental coordinators not limited to the mere reiteration of pre-determined deadlines and dates. She described, for example, the need to decide when she should run a report from the Banner system and give it to a coordinator with a suggestion that he or she "take a look at it" to address registration issues reflected therein. She described as well the need to initiate contact with coordinators regarding their orientation plans, to prompt them to advise her of room booking requirements. Although the grievor organizes and/or schedules the "day-to-day operation of the department initiating activities of Faculty/coordinators" through reminding others of predetermined deadlines, I am satisfied by the Union that the role she plays goes beyond this and also requires the completion of duties "according to general processes" with decisions made "following general guidelines to determine how tasks should be completed."

I am of the view that independence of action should be rated at level 3, regular and recurring, and I so order.



### SERVICE DELIVERY

The College rated this factor at level 2, while the Union argued that it should be rated at level 3.

The Manual states:

This factor looks at the service relationship that is an assigned requirement of the position. It considers the required manner in which the position delivers service to customers and not the incumbent's interpersonal relationship with those customers. . . . The level of service looks at more than the normal anticipation of what customers want and supplying it efficiently. It considers how the request for service is received . . . . It then looks at the degree to which the position is required to design and fulfil the service requirement.

Level 2 service delivery is defined in the Manual as the provision of "service according to specifications by selecting the best method of delivering service," while level 3 is defined as to "tailor service based on developing a full understanding of the customer's needs."

"Tailor" is defined in the Manual as "to modify or adapt with special attention in order to customize it to a specific requirement." The Notes to Raters state that "customers' refers to the people or groups of people who receive the services delivered by the position. They can be internal, students or external to the College."

The Notes to Raters distinguish between level 2 and 3 ratings of this factor 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.

The Union's position was that the grievor "tailors" the service she provides to the many "customers" with whom she deals. The grievor explained that she must "tailor" the information communicated to those who make inquiries or request service, depending upon the question asked and the person asking the question.

The Union focused on one of the examples included in the PDF relating to an inquiry from a student missing a course required to graduate. The PDF states: "Incumbent researches options available (ie: taken at night through part-time studies, through online delivery or through another institution) and provides the customized information to the student." The College's position was that the grievor responds to such inquiry through accessing the Banner system to determine when the course is offered, and passes along that information to the inquiring student. It suggested that although the grievor must be knowledgeable about the different possible options, she cannot create or in any way modify the available options.

I have considered the other examples of service delivery set out in the PDF, including the need for the grievor to respond to inquiries regarding program requirements, the need to advise Faculty on process and deadlines, receiving a request from the Dean to organize a separate Convocation Reception for graduating students, and receiving a request to arrange accommodations in Barrie hotels for PEQAB representatives visiting the College.

The College addressed the various PDF examples in its pre-hearing brief as follows:

In the examples provided in the PDF, this position provides service in the form of answering questions about the program and course, alerting faculty and other staff to academic deadlines, coordinating an event, or arranging for accommodations for a visiting review board. In each case, the incumbent is choosing which options will best satisfy the request.

When answering inquiries, the Grievor must answer the questions asked; this is clearly not the definition of "tailoring" as it is not possible to "substantially modify what is delivered to suit the customer's particular circumstances." If a question is asked about admissions, the answer is related to admissions; if the question is on when a course will next be offered, the position looks up the information and provides it. The position does not have the authority to create another course in response to the customer's question or to change the admissions procedure. The position is providing information. It is accurate to say that the position

must sometimes probe for more information when asked a question as the student or client may not ask the right question to get the information they want. However, this does not meet the definition of “tailoring service” in the Job Evaluation Manual. Providing information on deadlines is also straightforward communications and does not involve “substantially modifying what is delivered.” The deadlines are created by other departments or the Deans.

In the final two examples in the PDF, the incumbent organizes a reception and arranges accommodation for guests. The reception organized is for graduating students at Convocation . . . . This example shows that the position follows guidelines and chooses from available options. When accommodating guests, the position determines needs, researches options available in Barrie and then makes arrangements. This example reflects that the position is choosing from available options as the position is not able to substantially change hotel accommodation availability for the guests.

In addition to the PDF examples, I have considered the grievor’s description at the hearing of a one time situation she encountered when a student’s mother arrived in her office concerned after having been unable to locate her daughter for some time. The grievor personally located the student in issue and requested that she contact the mother.

After having considered the examples of service delivery set out in the PDF and addressed by the parties, I am not convinced by the Union that the grievor is required to “tailor service” as contemplated by the level 3 factor definition. Rather, in my view, the examples demonstrate that the grievor must know the options available when faced with a customer inquiry and must be able to explain them. She provides service by determining which option “would best suit the needs of the customer,” but has little or no ability to change the available options. Further, I see no basis upon which I could conclude that an occasional level 3 rating for this factor should be awarded.

I confirm the regular and recurring rating of this factor at level 2.

### COMMUNICATION

The College rated this factor at level 2, regular and recurring, and the Union argues that a level 3, regular and recurring rating should be awarded.

The Manual defines level 2 communication as follows: “Communication involves the exchange of information that requires explanation and/or interpretation.”

Level 3 communication is defined in the following manner: "Communication involves explaining and/or interpreting information to secure understanding. May involve communicating technical information and advice." "Explain" and "interpret" are defined terms.

The Notes to Raters are of assistance in understanding the distinction between level 2 and level 3 ratings. They state 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 . . . .

"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.

The grievor stated that she is required to interpret and explain College policies and procedures to new Faculty and to students, and that it is necessary in doing so, to consider the skill level of the audience. She noted that some students have language barriers or learning disabilities, and that this may present communication challenges. She described by way of example an international student who spoke with her, concerned that he would not be able to continue with school. The grievor indicated that this student had experienced academic difficulties the previous semester, and that she explained relevant policies and procedures to him, and emphasized that it was necessary for him to improve his marks through working harder.

The College indicated that it is the grievor's responsibility to explain and to answer questions regarding routine departmental processes and procedures, such as questions pertaining to deadlines or use of the photocopier. Dean Fruchter explained that Coordinators meet with part-time Faculty prior to each semester to review policies and procedures, and that meetings are held during the year to address issues that arise.

Dean Fruchter stated that staff meetings are held two or three times each year. The grievor attends such meetings, and she indicated that she speaks of general procedures at such meetings. The Dean explained that the grievor speaks for five or ten minutes, thanks Faculty, and asks what the office can do to improve the service it offers. She may raise issues of concern such as staff not keeping on-line schedules up to date.

The parties also addressed the role played by the grievor in explaining the Banner system to part-time Faculty. The grievor indicated that there are thirty to forty part-time Faculty in the department each semester, some new and some returning. Many have no teaching experience and require explanations regarding use of systems such as Banner. The grievor offers such assistance, and explains to part-time Faculty the importance of entering grades on time. The College's position at the hearing and as set out in its pre-hearing brief was that the grievor shares "basic user information on how to navigate through College systems . . . ." The College indicated at the hearing that the grievor would primarily explain how to enter grades in the system and how to print class lists.

Also addressed at the hearing was an example of the grievor speaking with a student concerned about whether or not he had enough credits to graduate. The grievor explained that she accessed the student record and reviewed it. According to the Union's pre-hearing brief, in such a situation the grievor "will sit with a student and review a transcript to ensure they have a clear understanding of the documentation so they can assess their graduation status." The College noted in its brief that Coordinators make academic decisions relating to graduation status, but that the grievor explains the pertinent process so that the student in question would know what documentation would be needed when he meets with the Coordinator.

I have considered the examples addressed by the parties. The College emphasized throughout its submission that the communication required of the grievor's position is not technical in nature, with some suggestion that this precluded a level 3 rating. I note that the level 3 factor definition contained in the Manual states that communication at such level "may involve" technical information and advice, and I agree with the Union that the non-technical nature of the information communicated is not in itself determinative of the rating here.

That said, having considered the various examples of communication in light of the factor definitions and the Notes to Raters, the Union has not demonstrated that the grievor is required to communicate at level 3, on either a regular and recurring or occasional basis. Rather, I am satisfied that the grievor's position communicates in a way that "involves the exchange of information that requires explanation and/or interpretation," and that the position "exchanges basic technical or administrative information as the normal course of the job. . . ."

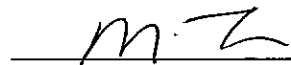
I confirm the College's rating of this factor at level 2, regular and recurring.

### CONCLUSION

For all of the above reasons, the grievance is allowed in part.

I order that the College amend the rating of the independence of action factor in accordance with my findings set out herein. As a result, the grievor's position of Academic Program Assistant in the Hospitality and Tourism Department is to be classified at Payband E. I make no determination at this time of the grievor's claim for retroactive compensation, but remit such issue to the parties as requested at the hearing. I retain jurisdiction to address and determine such question, however, and to otherwise assist the parties in the implementation of this Award.

DATED AT TORONTO, ONTARIO THIS 9<sup>th</sup> day of July, 2009.



Mary Lou Tims  
Arbitrator