

IN THE MATTER OF AN ARBITRATION

between

**Ontario Public Service Employees Union (Local 241)**

and

**Mohawk College**

Classification Grievance: Mary Murphy

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For the Union: Tracey Ann Procipzcuk, President, Local 241  
Mary Murphy, Grievor  
Mary Hyde

For the College: Jason Green, Counsel  
Sheila Walsh, Director, HR and Support Staff Relations  
Joanne Metcalfe, Manager, Campus Stores

Before: Louis M. Tenace

Heard at Mohawk College, Hamilton, Ontario, on October 19, 2009

## AWARD

Mary Murphy, the grievor, has been employed in this position at Mohawk College since March of 1987. She is classified as a Buyer/Accounts Payable Co-ordinator at Payband G. The position supports retail operation in the main bookstore at Fennell Campus as well as at two satellite stores (Stoney Creek and Brantford) through operational and customer functions. The incumbent is responsible for procurement and purchasing functions for texts and custom courseware as well as maintaining shipping, purolator, printing and brokerage accounts and for initiating all payments to publishers and to other vendors. It is the first point of contact for the manager in relation to accounting invoices or payments.

The essence of the grievance is that the Position Description Form (PDF) for the grievor's position which was re-submitted for evaluation on or about June 29, 2007 resulted in lower evaluations for factor # 9 (Physical Effort) and factor # 11 (Working Environment). Consequently, the position was rated at payband G. The grievor alleges that these two factors should be evaluated at a higher level which would result in the position being rated at payband H. The PDF is not in dispute. The following will outline the respective positions of the parties and my conclusions:

Physical Effort

The Union requests a rating of Level 2, 26 points for this factor;  
The College has rated it at Level 1, 5 points as well as an "Occasional" rating of 6 points.

The Union submits that the grievor's duties involve considerable lifting of textbooks and other heavy materials. Boxes of books can weigh from 5 to 55 lbs. There is also a requirement for daily mail pick up, delivery and sorting of mail to and from the mail room. She must load and unload books from a cart on a daily basis. Moreover, the grievor's rating is lower than that of other employees working in the same area.

The College submits that very little physical effort is required as that term is considered for job evaluation purposes. The PDF shows that the position is basically a sedentary one with some occasional lifting which is increased during start-up times (four weeks in September and three weeks in January) when the volume of book and merchandise returns to the Bookstore may require it. As for the ratings of other employees, the College submitted that the exercise was not one of comparing positions. In any event, the rating for this factor for the person working next to the grievor was identical.

Since the work location was just a floor above the location for this hearing, it was decided to "take a view" – more about this later.

### Working Environment

The Union requests a rating of Level 2, 38 points for this factor.

The College has rated it at Level 1, 7 points and an “Occasional” rating of 9 points.

The Union submits that the Bookstore office is an open concept environment consisting of three work stations containing a photocopier/fax machine, staff mailboxes, bulletin boards and filing cabinets; it affords little privacy. The Manager’s office is at one end and the actual Bookstore Accounts/Cash office is at the other end. The office is dusty and dirty and at some times may have an unpleasant odour as a result of housing printed materials and supplies. At start-up times, it can be quite noisy and crowded because of the traffic in and out. The position is also subject to dealing with verbally abusive customers. Entry to this area requires a key which is issued to full-time staff members only; others must knock on the door. The position also requires occasional travel.

The College acknowledges that working in a closed office with a locked door may not be a perfect work environment but, for the most part, the grievor enjoys acceptable working conditions. It was also acknowledged that the area could become crowded and noisy but this mainly occurred twice a year during start-up times. As for travel, there was a requirement to attend trade shows or to go to other campuses but this would happen three or four times a year and could not be considered as “regular and recurring”. To recognize these situations, the College has accorded an “Occasional” rating of 9 points.

### Conclusions

During the course of the hearing, it was agreed that the parties would “take a view” of the work location because it was merely one floor above the location where we were holding the hearing.

The site in question is located at the back of the College Bookstore. The bookstore itself probably resembles most bookstores on campuses in that it sells books as well as a variety of other sundries. The room in question at the back could probably best be described as what was once a fairly large storeroom attached to the bookstore that was later converted into an office. I am not suggesting that this is the case, only that the location and set-up would lead one to conclude this. In any event, it probably measures about 10x30 feet with a door at one end leading to another small, separate office where the manager works. All of this is windowless save for a single window looking out to the bookstore from the main room. The space is crowded and contains three workstations and a photocopier/fax machine. Small piles of books were stacked on the floor by the grievor’s work station. I could not detect any particular unpleasant odours. The site was quiet during our visit and there were virtually no customers in the bookstore itself.

With respect to the issue of “abusive” customers, no substantial proof was offered other than an assertion that some customers could become abusive. Certainly, had there been concrete examples, they would have been provided.

Taking into account all of the above, including what the parties told me at the hearing, I must conclude that the College's ratings for this PDF are reasonable with respect to the factors of Physical Effort and Working Environment. Concerning the first of these factors, clearly, while there is a requirement for the incumbent to move books from time-to-time, the duties are those one normally associates with an office environment and not with a shipping/receiving function. It is true that some lifting and moving of books is required but the College has recognized this as an occasional requirement. Moreover, it was not disputed that the bulk of such occurrences took place during the start-up times, twice a year. It was said that other employees working nearby were rated differently. I have no basis on which to deal with that aspect or to make any comparisons. I did not detect any suggestion by the Union that the College had been discriminatory in its treatment of the grievor, but if that were the case, then it might constitute grounds for a non-classification grievance. That is something for the grievor and the Union to determine and I offer no comment or opinion in that regard.

As far as Working Environment is concerned, while I can easily agree that there are more pleasant places for a work location than the grievor's (and the others there), most work sites do not consist of corner offices with a view. It was not an ideal location but neither did I find it noisy, dirty or smelly. It was somewhat crowded and could be unpleasant during start-up times but was not unusual. It would obviously benefit from an outdoor window or two but the site does not lend itself to that. I am satisfied that the College has recognized this in according this factor an "Occasional" rating of 9 points.

I am satisfied that the dictates of the Job Evaluation Manual have been properly applied by the College.

In summary, The College's ratings for Factor # 9 – Physical Effort and Factor # 11 – Working Environment are maintained. The point total for the position remains at 515 and the payband remains at G. The completed Arbitration Data Sheet is attached.

I thank the parties for their co-operation and assistance.

Signed and dated this 23<sup>rd</sup> day of October, 2009

Louis M. Tenace

**Arbitration Data Sheet - Support Staff Classification**

College: \_\_\_\_\_ Incumbent: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Current Payband: \_\_\_\_\_ 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	4	48			4	48			4	48		
1B. Education	1	3			1	3			1	3		
2. Experience	4	54			4	54			4	54		
3. Analysis and Problem Solving	3	78			3	78			3	78		
4. Planning/Coordinating	3	56			3	56			3	56		
5. Guiding/Advising Others	3	29			3	29			3	29		
6. Independence of Action	3	78			3	78			3	78		
7. Service Delivery	2	29			2	29			2	29		
8. Communication	3	78			3	78			3	78		
9. Physical Effort	1	5	2	6	2	26			1	5	2	6
10. Audio/Visual Effort	3	35			3	35			3	35		
11. Working Environment	1	7	2	9	2	38			1	7	2	9
<b>Subtotals</b>	(a) 500		(b) 15		(a) 552		(b) 9		(a) 500		(b) 15	
<b>Total Points (a) + (b)</b>	515				561				515			
<b>Resulting Payband</b>	G				H				G			

**Signatures:**

*Nancy Murphy* (Grievor)      *Oct 14, 2009* (Date)      *Skula Skalski* (College Representative)      *Oct. 19, 2009* (Date)

*[Signature]* (Union Representative)      *Oct 19, 09* (Date)

*[Signature]* (Arbitrator's Signature)      *19 Oct 09* (Date of Hearing)      *23 Oct 09* (Date of Award)