

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Northern College
("the College")

and

Ontario Public Service Employees Union, Loc. 654
("the Union")

Grievance of Barry Rumleski

ARBITRATOR:

Mary Lou Tims

APPEARANCES:

FOR THE COLLEGE:

N. Zacks – Counsel
T. Senyuk
C. Carbone

FOR THE UNION:

L. Lachance – Chief Steward
F. Wright
B. Rumleski

Hearing held in Timmins on December 1, 2009.

Arbitration Data Sheet - Support Staff Classification

College: Northern Incumbent: B. Rumteski Supervisor: T. Senyuk
 Current Payband: D Payband Requested by Grievor: E

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	2	12			2	12			2	12		
2. Experience	3	39			3	39			3	39		
3. Analysis and Problem Solving	2	46			2	46			2	46		
4. Planning/Coordinating	1	8	2	7	2	32			2	32		
5. Guiding/Advising Others	2	17	5	3	2	17	5	3	2	17	5	3
6. Independence of Action	2	46			2	46			2	46		
7. Service Delivery	1	7			2	29			1	7		
8. Communication	1	14	2	9	2	46			1	14	2	9
9. Physical Effort	3	47			3	47			3	47		
10. Audio/Visual Effort	2A	20			2A	20			2A	20		
11. Working Environment	2	38		19	2	38			2	38		
Subtotals	(a)	316	(b)	19	(a)	394	(b)	3	(a)	340	(b)	12
Total Points (a) + (b)		335			397				352			
Resulting Payband		D			E				E			

Signatures:

Benny Rumteski DEC 1/09 [Signature] Dec 1/09
 (Grievor) (Date) (College Representative) (Date)

Kucille Laskance Dec 1/09
 (Union Representative) (Date)

[Signature] Dec 1/09 Dec 15/09
 (Arbitrator's Signature) (Date of Hearing) (Date of Award)

AWARD

I have before me the November 28, 2007 grievance of Mr. Barry Rumleski. Mr. Rumleski holds the position of General Maintenance Worker at the Porcupine campus of Northern College in Timmins, Ontario. He alleges that his position has been improperly classified at Payband D, and he seeks reclassification to Payband E.

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

Both parties filed written briefs prior to the hearing in accordance with the collective agreement. In addition, the grievor and his supervisor, Mr. Tony Senyuk, Director of Information Technology/Plant and Property, testified at the hearing.

Included in the College's brief was a Position Description Form dated December 7 and 10, 2007 ("the PDF"). The Position Summary in the PDF describes the "overall purpose" of the grievor's position as follows:

The incumbent performs semi-skilled and skilled work in tasks usually associated with one or more of the skilled trades. The incumbent will ensure that health and safety, and quality standards are met in operation and control of building systems/equipment and grounds and grounds equipment. This will include ensuring that repairs/maintenance, and services are completed in a timely manner to ensure the safety of staff and students. The incumbent operates equipment such as snowblowers, lawnmowers, and a tractor. The incumbent liaises with various suppliers and contractors in carrying out duties, and ensures that Health and Safety Policies and Procedures are followed.

The Duties and Responsibilities section of the PDF sets out as follows the "significant duties and responsibilities associated with the position," including "the approximate percentage of time for each duty:"

1. Performs general grounds keeping duties - 70%
2. Performs routine building maintenance of a semi-skilled and at times of a skilled nature - 4%
3. Ensures the safety of building occupants by performing:
 Monthly inspections of fire extinguishers, stand pipe systems, fire hydrants, emergency telephones, and eye wash stations - 4%
4. Ensures work that falls outside of the skills of the

department is completed by:

- Contacting contractors and suppliers to schedule repairs and maintenance visits as needed. Ensures Health and Safety Policies and Procedures are followed. Monitors outcomes of work performed. - 4%
- 5. Picks up and delivers materials and supplies and moves equipment and furniture. - 14%
- 6. Other duties as assigned - 4%

The Union disputed certain aspects of the PDF content. It filed in its brief a proposed PDF ("the Union's PDF") which it suggested more fully reflects the duties and responsibilities of the grievor's position. While the Union's representative asked that I refer to its PDF in rating the disputed factors, she advised that the Union does not seek an order that the PDF language be amended.

There are three factors in dispute between the parties: Planning/Coordinating, Service Delivery, and Communication.

The evidence established that the grievor holds one of two full-time General Maintenance Worker positions at the College's Porcupine campus. He reports to Mr. Senyuk. The grievor's position focuses on grounds keeping work. The other General Maintenance Worker position, held by Mr. Dawson Malley, focuses on inside work. Mr. Malley acts as a lead hand. While there was some dispute between the parties as to the scope of this role as it relates to the grievor, the College stated that Mr. Malley has responsibility for allocating tasks to others, including the grievor. This is reflected in the PDF for Mr. Malley's position, filed as part of the College's brief.

PLANNING/COORDINATING

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.

The Support Staff Job Evaluation Manual ("the Manual") states as follows:

This factor measures the planning and/or coordinating requirements of the position. This refers to the organizational and/or project management skills required to bring together and integrate activities and resources needed to complete tasks or organize events. There may be a need to perform tasks with overlapping deadlines (multi-tasking) to achieve the decided results.

Level 1 Planning/Coordinating is defined as follows in the Manual:

Planning/coordinating skills are not normally required. Work is planned by others or determined by procedures. Deadlines are standardized.

Level 2 Planning/Coordinating is described in the following manner:

Plan/coordinate activities and resources to complete own work and achieve overlapping deadlines.

The Notes to Raters offer further explanation regarding level 2 Planning/Coordinating:

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 (e.g. scheduling, coordination of data for reports, setting-up of new software in a department to meet specific business needs). The position may coordinate or make arrangements for an event by coordinating the calendars of others.

I start by considering certain common ground that exists between the parties regarding the rating of this factor. The evidence establishes that five summer students hired yearly by the College from May through August perform maintenance work. The College's brief indicates that the grievor usually has access to four summer students, while the grievor testified that three students generally assist with summer grounds keeping and two assist the other General Maintenance Worker, Mr. Malley.

The College assigned a level 2 occasional rating for this factor on the basis of what it characterizes as the grievor's "minimal" interaction with students in assigning their work.

The parties differ as to the scope of such role. The Union suggested that the grievor guides and trains students with respect to safety practices and requirements, and with respect to the operation of grounds keeping equipment. The grievor described what he views as the need for "ongoing training" of students over the course of the summer months, for at least one hour per week. Mr. Senyuk did not agree with the grievor's assessment of the training requirements of students. More fundamentally, however, the College took the position that such training and guidance of students does not reflect level 2 planning and coordination, and I agree.

The Union also argued that the grievor monitors the work of summer students throughout the day, ensuring, for example, that safety equipment is worn as required.

While I note that the parties disagree regarding the time spent by the grievor monitoring summer students, again, I agree with the College that such role, even as described by the grievor, does not involve level 2 planning and coordination.

The Union emphasized the grievor's responsibility for planning and coordinating student work assignments. The grievor described that he drives around the College's grounds each morning to determine what work is required. He meets in the lunch room with students in the morning and at coffee and lunch breaks to assign work, and he estimated that this involves between fifteen to thirty minutes per day during the summer months. The grievor testified that he must adjust work assignments in response to weather conditions, and when the need arises to "pull" students from grounds keeping tasks to assist, for example, with moving furniture inside.

The College maintained that the planning and coordination role described by the grievor is "minimal" and is well reflected in the level 2 occasional rating assigned. I note that the College PDF, in contrast to the Union's PDF, includes as an occasional example in the Guiding/Advising Others section, work assignment to students.

Other aspects of the position's duties and responsibilities must also be considered in determining whether a level 2 rating is properly assigned on an occasional or on a regular and recurring basis. As stated above, the Duties and Responsibilities section of the PDF provides that 70% of the position's duties relate to general grounds keeping. The Planning/Coordinating section of the PDF addresses regular and recurring functions such as summer grounds keeping, snow removal, and equipment maintenance and repair.

The Union asserted that the grievor works independently in planning and coordinating his work activities. The grievor suggested that there are in effect "deadlines" which he must meet for snow removal, sanding of ice, grass cutting and repairing of pot holes. He described that he must assess weather conditions when snow falls overnight, and must plan his arrival time at the College anywhere between 3:00 a.m. and 6:00 a.m. in order to ensure that the required areas are cleared with the tractor in a timely manner. This is consistent with the College's position set out in its brief that "Mr. Senyuk expects snow removal to be substantially complete before people begin to arrive at campus the morning after a snowfall." The third regular and recurring example of Planning/Coordinating included in the PDF is also noteworthy in that it states that the grievor "must be able to judge when to arrive at the College in the morning (based on the

amount (sic) snow that has fallen and severity of the weather) such that it can be cleared before staff and students arrive.” The grievor testified as well that the sanding of icy areas must be complete before staff and students arrive at the College in the morning, and that it is his responsibility to ensure that he plans his work in such a way that he completes this task on time. Grass cutting must also be done according to “deadlines” in the grievor’s view, in that overgrown grass is difficult to cut. The Union called further evidence establishing that school buses, daycare buses, and City transit buses drive through College grounds, and do not do so if their routes are impeded by major pot holes. It is the grievor’s responsibility, according to the Union, to ensure that pot holes are dealt with in a timely manner therefore.

The grievor testified as well that he receives work orders on the College’s “Track-It” System, although the parties agreed that he has received only approximately fifty such orders in the past five years. The grievor’s evidence established that he also receives requests for service once or twice each week through voicemails, e-mails, or in person. He stated that approximately half of these requests have time lines “allocated” to them.

The Union emphasized the grievor’s responsibility for the maintenance and repair of grounds keeping and snow removal equipment. The Position Summary of the PDF states that the grievor ensures that “repairs/maintenance . . . are completed in a timely manner to ensure the safety of staff and students.” The grievor described in some detail what he characterized as “an ongoing” and “overlapping” process through the seasons.

In the spring, he ensures that the sweeper is ready so that the west parking lot can be swept when it is wet, prior to the beginning of May, when it is used for a motorcycle course. The Union did not dispute the College’s assertion that this is a one day task. The grievor described as well that he ensures in the spring that grounds keeping equipment is ready for the summer students, and he puts winter equipment away.

During the summer and fall, grounds keeping equipment is maintained, and he ensures that plows, snowblowers, the sander and sandboxes are ready for winter. The first regular and recurring Planning/Coordinating example in the PDF states in part as follows:

The incumbent performs summer grounds (sic) (grass cutting, sweeping, and asphalt repair) and equipment maintenance. Also readies winter snow removal equipment during the summer months. Ability to coordinate activities such that the summer work is completed while at the same (sic)

repairing summer equipment, and readying equipment for winter work. . . . The equipment must be ready for seasonal usage. E.g. plows and snowblowers for the winter, and lawnmowers, trimmers for the summer. Deadlines for the readiness of winter snow removing equipment are firm (E.g. the equipment must be in good working order before the first snowfall – October).

During the winter, the grievor testified, he maintains equipment. He described that snow removal equipment has to be dealt with immediately when it malfunctions. The second regular and recurring example in the Planning/Coordinating section of the PDF addresses the grievor's responsibility for performing winter equipment maintenance. According to the PDF, the "organizational and/or project management skills" required are the "ability to coordinate activities such that the winter work is completed. . . while at the same time repairing winter equipment, and readying equipment for summer work."

The College in response took the position the grievor's work is routine and without deadlines. Mr. Senyuk testified that although grass cutting must be up to standard, there is no specific deadline for the completion of such task. Similarly, he suggested that there is no deadline for the repair of pot holes. According to his evidence, during snowy and icy periods, sanding is the first priority and snow removal in specific areas should be done as soon as possible, but there are no deadlines.

With respect to work orders received by the grievor, Mr. Senyuk's evidence was that there are few "urgent" grounds keeping requests that impact on planning. He indicated that the users of the "Track-It" System invariably characterize their requests for service as "high priority," and that it is for the grievor to assess the priority to be given to such requests in the context of his overall responsibilities.

Mr. Senyuk suggested that the Union overstated the complexity of the work involved in the maintenance and repair of equipment. He noted that the College does not have "a warehouse full of equipment," but that the grievor deals with limited types and numbers of equipment. When problems arise without obvious solutions, equipment is sent out for repairs according to the College. In Mr. Senyuk's view, the grievor is responsible for basic and minimal maintenance and has "plenty of time" to attend to it.

In the College's submission, "minimal" planning of student work assignments by the grievor for five to ten minutes per day during the summer months has been reflected in an occasional level 2 rating. The position's duties are in other respects responsive,

repetitive and routine, without conflicting demands or firm deadlines. The College argued that they require “very minimal application of planning and coordinating skills.” A level 1 regular and recurring rating is appropriate in these circumstances it argued. The College noted in its brief that even level 1 planning contemplates some responsibility for planning and coordinating insofar as it states that “planning/coordinating skills are not normally required.” It also argued in its brief that “resolving competing priorities does not always involve the application of ‘organizational and/or project management skills.’”

In addressing the parties’ arguments, I note that I accept the College’s submission that level 1 Planning/Coordinating may be an appropriate rating even where some planning and coordinating skills are necessary, provided that they are not “normally required.” I accept as well that the grievor’s position duties are in certain respects properly described as “responsive, repetitive and routine.”

That said, the evidence before me construed in light of the College’s PDF clearly establishes in my view that the position plans and prioritizes its own activities at least in certain key respects, despite the lead hand status of Mr. Malley. I further accept that such planning is “typically focused on completion of assigned activities within established deadlines or procedures,” as contemplated by the Notes to Raters. In so concluding, I have considered Mr. Senyuk’s evidence that the position essentially works without deadlines. I recognize that the operative “deadlines” for duties such as snow removal, sanding ice and maintenance of equipment are somewhat broad and general and arise on a routine basis often in response to weather conditions. I also accept the College’s position, articulated through Mr. Senyuk’s evidence, that the grievor’s responsibility for equipment maintenance and repair over the course of the four seasons must be viewed in light of the fact that there are limited numbers and types of equipment, that the maintenance performed is basic in nature, and that the grievor has months during which he is able to ensure that equipment is ready for the next season.

The Manual is clear that this factor relates to “organizational and/or project management skills.” The evidence before me does not establish a need for “project management skills.” I am of the view, however, based on the evidence and the College’s PDF that organizational skills are necessary on a regular and recurring basis and that the position plans work activities within the meaning of the level 2 factor definition. I am convinced that a level 2 regular and recurring rating is a better fit here than level 1 and

that it is not a fair characterization of the position duties and responsibilities to conclude that planning skills “are not normally required.”

When one considers the position’s responsibility for planning summer student work assignments, snow removal, sanding of ice, other grounds keeping functions and for maintaining and performing basic repairs on even limited numbers and types of grounds keeping and snow removal equipment, I find that Planning/Coordinating should be rated at level 2, regular and recurring and I so order.

SERVICE DELIVERY

The College rated this factor at level 1, regular and recurring, while the Union seeks a rating at level 2, regular and recurring.

The Manual defines level 1 Service Delivery as follows:

Provide service according to specific requests and established methods.

Level 2 Service Delivery is defined as follows:

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

The Notes to Raters distinguish between levels 1 and 2 Service Delivery as follows:

Level 1 – service delivery is typically providing answers to customers’ questions. . . .

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. . . .

The Union argued that the grievor’s position delivers service on a regular and recurring basis at level 2. It referred to its proposed PDF and noted an example included therein stating that “work is completed through the expectations and limitations of the trade certification.” At the hearing, the Union’s representative clarified that this referred to the grievor’s heavy equipment certificate.

The Union also relied upon the grievor’s responsibility to determine work assignments to summer students, to adapt such assignments to weather conditions, and to be mindful of health and safety requirements.

The Union noted that the grievor receives and responds to work requests through the Track-It System, and through e-mails, voicemails, and in person. It offered as examples requests to tow or boost vehicles.

The College argued in response that the grievor's position provides service "according to specific requests and established methods" within the meaning of the level 1 factor definition. The College emphasized that the grievor provides routine service and answers "discrete service requests." It argued that there is no significant responsibility for consulting with the client regarding the service in issue, and no explanation regarding available options.

I am not convinced by the Union that the grievor's position engages in Service Delivery at level 2. I accept the College's position and the evidence establishes that service is provided according to specific requests and established methods. There is no demonstrated need to select or recommend which option would best suit customer needs as contemplated by the level 2 Notes to Raters.

The rating of this factor at level 1 is confirmed.

COMMUNICATION

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

The Manual defines level 1 and 2 Communication as follows:

1. Communication involves the exchange of routine information using courtesy and active listening.
2. Communication involves the exchange of information that requires explanation and/or interpretation.

Such definitions must be construed in light of the defined terms also set out in the Manual.

The Notes to Raters address level 2 Communication as follows:

"Explain" and "interpretation" in level 2 refers (sic) to the fact that it is information or data which needs to be explained or clarified. The position exchanges basic technical or administrative information as the normal course of the job and may be required to deal with minor conflicts or complaints. This level may also include exchanges that are of a more complex technical nature, where all the parties to the communication are technically competent. That is, for those people the communication is

relatively basic as they share a vocabulary and understanding of the concepts.

The College and the Union PDF's both set out as a daily example of "explanation and interpretation of information or ideas," the explanation of required work to College staff. College Counsel suggested at the hearing that such example was included in the PDF in error and the Union chose not to comment on such assertion.

The College and the Union PDF's both include as well as an "infrequent" example of "imparting technical information and advice," the training of part-time staff and summer students on the use of grounds equipment.

The Union's proposed PDF also includes as an "infrequent" example of "instructing or training" the training of summer students with respect to safety practices. It also includes as a daily example from May to August of "obtaining cooperation or consent" directing and guiding summer students to ensure that grounds keeping duties are completed in a timely manner.

The PDF language referred to above must be considered in light of the evidence in its entirety, and in light of the Union's claim here that this factor should be rated at level 2, regular and recurring.

The Union's position was based largely on its characterization of the grievor's role with respect to summer students. It referred to the grievor's involvement at the beginning of the summer in safety training for students. It acknowledged that the grievor was not involved in all aspects of such training, and indicated that he spends approximately a day at the beginning of the summer in such role. The Union noted as well that training needs to be repeated at least once at some point in the summer because of what it stated was the invariable turnover of summer staff. The Union and the grievor also described the grievor's involvement in training students on ride lawnmowers, push lawnmowers, trimmers, an outside vacuum and an edger. The grievor testified that there are some variations in different pieces of equipment and that the students need to be trained accordingly. He noted that during the summer of 2009 one of the students did not know how to drive, and he had to teach such individual. The grievor estimated that he spends about one hour weekly on an ongoing basis throughout the summer in training students. He noted that such "training" would include reminding students on an ongoing basis to wear safety equipment.

The grievor also gave evidence that the College retains a contractor each winter to clear snow from walkways. He explained that he spends a few minutes with such individual at the beginning of the season providing safety training on the use of the snow blower, and about an hour doing a “walk around” the campus.

The College in response argued that the primary level of Communication involved for this position is level 1, in that communication is “uncomplicated and straightforward.” The College suggested that Communication to summer students for the most part involves communication of straightforward instructions such as “Cut the grass over there,” “Sweep that parking lot,” “Wear your hard hat,” or “Clean your tools.”

In the College’s submission, level 2 Communication to students is occasional at best. The College acknowledged what it characterized as the grievor’s “minimal” involvement in providing safety training to students, and Mr. Senyuk accepted that the grievor may also have to spend an hour the first week of the summer training students on equipment use. Mr. Senyuk specifically refuted the suggestion that the grievor spends an hour each week throughout the summer training students on equipment, asserting that it does not take sixteen hours to learn to use a lawnmower.

After considering the parties’ positions in light of the PDF and the evidence before me, I conclude that this factor is appropriately rated at level 1, regular and recurring and level 2, occasional.

The evidence, in my view, substantiates the College’s assertion that Communication in this position largely involves the exchange of routine information. The College has acknowledged that level 2 Communication which “involves the exchange of information that requires explanation and/or interpretation” as those terms are defined, is required occasionally.

I have considered the evidence relating to the grievor’s communication with summer students, and his minimal communication with the contractor retained by the College to clear snow from walkways.

I accept that the grievor contributes to the safety training provided to summer students and that he also provides equipment training to students. I am not satisfied, however, that Communication at level 2 is required anything more than occasionally. Even if I proceed on the basis that the grievor spends one hour per week on “training” students as he described, an assertion disputed by the College, the Union’s evidence was

clear that such "training" includes providing reminders to students to wear appropriate safety equipment. I am not convinced that reminders to wear hard hats, for example, reflect level 2 Communication, and I am ultimately not convinced that the grievor is required to engage in level 2 Communication more than occasionally.

I am of the view that the rating of this factor at level 1, regular and recurring and level 2, occasional, should be confirmed.

CONCLUSION


For all of the above reasons, the grievance is allowed in part. I conclude that the rating of the Planning/Coordinating factor should be amended to level 2, regular and recurring. The College's rating of Service Delivery and Communication is confirmed.

As a result of these findings, the point rating for the grievor's position is 352, within the range for Payband E.

The parties agreed that any compensation owing would be payable to March 1, 2007 despite the language of article 18.4.1.1 of the collective agreement. Accordingly, I order that the College compensate the grievor at Payband E retroactive to March 1, 2007.

The grievance also seeks interest. The parties agreed at the hearing that I would not address such request, but would remit such issue to the parties. I retain jurisdiction in this matter should the parties be unable to agree on the question of interest, or to assist them as may be otherwise required in the implementation of this award.

DATED AT TORONTO, ONTARIO this 15th day of December, 2009.



Mary Lou Tims, Arbitrator