

IN THE MATTER OF AN EXPEDITED CLASSIFICATION ARBITRATION

B E T W E E N:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, Local 421  
(FOR SUPPORT STAFF)  
(hereinafter called the "Union")

-and-

COLLEGE COMPENSATION and APPOINTMENTS COUNCIL  
(FOR COLLEGES OF APPLIED ARTS and TECHNOLOGY)  
In the form of LOYALIST COLLEGE  
(hereinafter called the "College")

-and-

GRIEVANCE OF CHARLES PURCHASE  
OPSEU File No. 2011 0421 0002  
(hereinafter the "Grievor")

ARBITRATOR:

Richard H. McLaren, C.Arb.

REPRESENTING THE COLLEGE:

Daniel Michaluk – Counsel  
Kirk Fleming - Director of Facilities Services  
Grant Brummell - Manager of Facilities  
Development and Contract Services  
Karen Cullen - Executive Director,  
Human Resources

REPRESENTING THE UNION:

Gord Wright – Local 421 President  
Charles Purchase - Grievor

A HEARING IN RELATION TO THIS MATTER WAS HELD AT BELLEVILLE, ONTARIO  
ON 8 JANUARY 2013.

## A W A R D

Mr. Purchase, the Grievor, is employed by the College in the Facilities Services Department. On the 18<sup>th</sup> of October 2011, he filed a classification grievance that his proper classification is Payband I. Following the grievance meeting in November, the Grievor's supervisor, who is now no longer with the College, re-wrote the Position Description Form ("PDF"). The position was titled in that PDF as the position of Preventative Maintenance Mechanic (hereafter referred to as the "January PDF"). That PDF was sent to the scoring committee to be rated. The scoring committee was uncertain whether the process embarked upon by the Grievor involved a new position or a reclassification of an existing position. The Union rating for the January PDF was at Payband J. The College presented the Grievor with a re-written PDF dated 13 February 2012 which under the Collective Agreement is considered to be the PDF (hereafter referred to as the "February PDF"). That document titled the position as a General Maintenance Worker and the College rating was at Payband G. The Union under Article 18.4.2.5 requested that the matter go to a Board of Arbitration as described in Article 18.4.4.1. The Article under which the Union made its request requires mutual written agreement signed by the College and the Union. The College would not agree to send the matter to a full Arbitration Board.

The January and February PDFs continued to be an issue between the parties and arose at the time of the hearing for discussion. I was appointed as an Arbitrator under Article 18.4.3. I was referred to Article 18.4.4 as to my powers as an Arbitrator when the PDF remains a part of the grievance and is not agreed upon. Under Article 18.4.4, I have the discretion to decide to proceed to hear the grievance or send it to a full Board of Arbitration after receipt of the documents stipulated in Articles 18.4.3.3 and 18.4.3.4; or, at the hearing.

After extensive discussion and questioning by me at the hearing I proposed to hear the grievance but reserve the power of Article 18.4.4 and advise the parties when I reviewed the file and the evidence after the hearing to decide if the matter should go to a three person Arbitration Board. Neither party had made a recommendation

to this effect as permitted under the Article, in their written submissions. The College at the hearing presented reasons why I should hear the matter. I elected to proceed in the fashion just described and the parties concurred in the procedure I had described. I have now had the time to reflect on the entire matter and to realize that while much discussion centered on the two PDFs in the written materials and at the hearing I was able to find exactly what the duties of the position were and not have to deal with the clashing PDFs. Therefore, I was able to rate the position despite the parties squabbles on the two PDFs. Having gone through this process, I would strongly urge these parties in any future classification disputes to come to the Arbitrator with an agreed upon PDF. This matter being the very first classification grievance at Loyalist College, I was persuaded to proceed in the way described herein. But having done so, I would be reluctant to do so again. There have been management and supervisory changes which have brought changes in management style and requirements. The changes in management also mean that the person who knew the work of the position best and provided the most cogent explanations was the Grievor. The Grievor had in many respects, become his own supervisor and had very different views of the work than did the representatives of the College. The parties would have benefited greatly in agreeing on the PDF. However, I do feel that I was able to rate the position with the information I had as will be revealed in the discussion below. The College will have to sort out the PDF after this award, for even it had disagreements with aspects of their February PDF.

There was a second preliminary matter wherein the College noted that the Union in submitting the grievance only claimed Payband I, but the current arbitration proceeding has raised enough factors that if the Union position was accepted, the claim could be at Payband J. The parties agreed in order to proceed with this arbitration that the Local will only claim as a remedy, Payband I, but that it may argue for a Payband J. This agreement is without prejudice to any future position of the College when confronted with a similar overly broad based argument in any future classifications grievance.

The College has evaluated the position of General Maintenance Worker in the Facilities Services Department and rated the position at 467 points, placing the position within Payband G. The sole incumbent, Charles Purchase, grieves that

evaluation, disputing 7 factors, and claiming the position of General Maintenance Mechanic ought to be rated at Payband I. The Grievor and the College are not in agreement as to the language of the Position Description Form (PDF). Subsequent to filing the grievance, the incumbent and his supervisor created the January 6, 2012 PDF. The College disagreed with the January PDF and issued a further PDF on February 13, 2012.

### **Background**

The incumbent's job involves inspections, scheduled maintenance and repairs to HVAC units and mechanical systems. Other duties include responsibility for lighting, general repairs and other duties as assigned. The department conducts mandatory inspections via daily morning rounds. The incumbent shares this duty with another General Maintenance Worker on a rotational basis such that each mechanical room and HVAC unit is given both a visual and, where possible, an auditory inspection daily. Following the morning inspection, the incumbent completes other routine inspections (some of which are not performed daily), preventative maintenance jobs and repairs assigned through the MainBoss System which include the utilization of checklists and log books.

Mr. Purchase ordinarily works under a coordinator, Mr. Andre Dutrisac a fellow member of the bargaining unit. The coordinator enters the day-to-day activity from the rounds through the College's work order system known as "MainBoss". It is the expectation of the College that all maintenance work will be assigned through and recorded in the MainBoss system.

The MainBoss System deals with preventative maintenance work and is intended to be used at all times by the person in the Grievor's position in order to schedule maintenance and repairs and allocate work. The Grievor has not always used the system, but the expectation of management for the College is that they will always expect it to be used.

## **Factors in Dispute**

There are seven factors in dispute in this proceeding. Each of the factors in dispute will be dealt with below under separate headings using the numbering of the Manual.

### **4. Planning/Coordinating: Ratings: College Level 2 / Union Level 3**

The Union submits that the incumbent advises others of the proper procedures for filter changes, cooling tower maintenance, motor and fan rebuilding and proper operation of building systems and controls. The incumbent carries out the preventative maintenance in the College and its residences. The order of doing work is seasonal and must be done in connection with special functions such as graduation. The daily rounds of the buildings will lead to discovery of deficiencies. The deficiencies are entered into MainBoss, or should be, and an appropriate work order will be issued. However, on occasion, action must be taken immediately, and in such a case, the paper work may only catch up later, even after the work is completed.

The College believes most of the incumbent's position revolves around "doing work, not planning others' work" and does not require the application of organization and/or project management skills.

#### (i) Rating by Arbitrator

The Planning/Coordinating factor refers to the organizational and project management skills required to bring together and integrate activities and resources needed to complete the tasks or organize events.

At Level 2, the person in the position "*plans and prioritizes its own activities*". At Level 3, the person in the position "*decides the order and selects or adapts methods for many work assignments*". The difference between the levels is that at Level 2 the planning and coordinating activities are centered upon completing

one's own work and achieving deadlines; whereas Level 3 involves planning and coordinating activities involving other employees.

Both the January and February PDFs indicate that the incumbent does not organize or plan but responds by doing work and not planning by whom it is to be done.

There is little evidence that the action of the incumbent directly affects the work of others. The point was made that a failure to do the work or complete on time will affect generally people within the College. While I accept that point, it is not part of the consideration of the rating system. The incumbent does not affect directly the work of others except on a very infrequent basis. He works on his own and others assist him if specialized tasks such as electrical or plumbing require trades people with a ticket to do such work. Furthermore, if the MainBoss system schedules and co-ordinates work there is little or no planning of the work of the position. Therefore, I find the best fit of the rating is at Level 2 and I so find.

**5. Guiding/Advising Others:** Ratings: College Level 1 (Occasional 2) / Union Level 4

The incumbent has been in the position since 2008. He is very knowledgeable of the systems used by the College. He is frequently able to advise others of building deficiencies and the impact on mechanical systems. In his discussion of the job, it is clear that the incumbent imparts his extensive knowledge of how the building systems and controls operate and is able to explain them to others to enable them to understand building operating systems.

The College admits there is an occasional responsibility for working with others that includes providing guidance. All the examples in the PDFs are ones that require the incumbent to give input on a periodic and infrequent basis for irregularly occurring tasks.

(i) Rating by Arbitrator

This factor refers to any assigned responsibility to guide or advise others in areas of the position's expertise. There is no doubt that the incumbent has, because of his long service and dedication to his work, considerable understanding of the

College buildings and systems. He does impart that knowledge and experience to others when maintenance and repairs are required. This is a classic example of what the person can do but not what is required of the position. The rating process does not rate the incumbent but the position.

The two PDFs do not indicate any responsibility for guiding others. The Union asserts the position ought to be rated at Level 4 where guiding is to take place “*with ongoing involvement in their progress*”. There is nothing in the submissions or in the hearing evidence that suggests the position has any responsibility for ongoing involvement. Mr. Brummel testifies that only 10% of the work of the position is done with others and the remainder is doing work alone. Level 4 is completely beyond this position. On the testimony of the incumbent, he does most of the work, as opposed to others who might perform the preventive maintenance or repair and rebuild work. Therefore, I would agree with the College rating that the position as described in the PDFs provides for minimal requirements to guide/advise others. However, Level 2 does provide for guiding so that others can complete specific tasks. I am satisfied that the incumbent’s evidence does demonstrate that from time to time, he does this and does it well, both for other employees and members of management. Therefore, I accept and confirm the occasional rating at Level 2. For all of the foregoing reasons, I confirm the rating of the College at Level 1 and Occasionally Level 2.

**6. Independence of Action: Ratings: College Level 2 (Occasional 3) / Union Level 4**

The Coordinator sets the “morning rounds” in terms of location and who is on the rotation. In each room with a boiler or a chiller and for each HVAC unit, the incumbent undertakes pre-determined steps that are structured by a checklist. The Union submits that the daily work of completing specific goals and decisions are done by using industry standards and departmental policies as per the description in the 4<sup>th</sup> level of the Factor. It is asserted that the systems are maintained by the incumbent alone, checking to see if everything is running properly by going through an analytical process of whether each aspect of the system is working or not. In essence, this is independent trouble shooting.

The College believes this is a very structured position. Following morning rounds, activities are assigned in writing. The activities are then given a time frame within which they must be completed; a priority and access code; and a general description of what is required of the activity. Schedules and checklists provide consistency and reliability. Preventative maintenance is completed in accordance with a detailed schedule. The tasks repeat themselves a few times each year and are completed in accordance with detailed procedures and maintenance manuals. The incumbent completes basic repairs and uses detailed safety procedures when dealing with certain processes.

(i) Rating by the Arbitrator

I note that in this factor there is a difference between the January and February PDFs. The word “minor” is inserted before mechanical deficiency in the February PDF and the example removed it. I asked questions as to what was meant by the word minor and essentially, it is to differentiate from mechanical deficiencies requiring persons with a trade “ticket” or outside contractors doing the work. The use of the word minor is a poor descriptor for the work and I disregard the College’s adjustments to the PDF on this factor.

The factor rates the degree of autonomy in the work of the position. What needs to be taken account of in rating the position is the type of decision and what aspects of the tasks are decided by the position. The other matter that needs to be taken account of is what is it that provides guidance and direction.

Identifying a deficiency could involve detecting a major issue or problem or one of less significance or potential consequence. The incumbent must be able to recognize the type of problem that is being encountered. He then must report that to the Co-coordinator for entry into the MainBoss. However, when he comes back to deal with the issue or problem, the incumbent will decide on what tasks need to be completed and that might include recognizing that outside contractors or “ticketed” personnel are required to assist in the repair of the deficiency. There is limited input from a supervisor or MainBoss. The incumbent must describe the problem accurately and carefully to bring into play others to decide upon the course of action. That means that the decisions and the aspects of the tasks are

initially decided by the incumbent. I would conclude from this analysis that the position duties are regularly within Level 3 and not just occasionally at Level 3 as rated by the College. The issue is whether the rating ought to be at Level 3 or 4.

To make the decisions between those two levels requires an analysis of what provides the guidance and direction to the incumbent. First, there is experience of having seen the problem before. Next, the severity of the deficiency must be assessed including deciding if it is an emergency situation which could pose dangers to others in the College. Severity of the deficiency is assessed. Decisions would be made by the incumbent according to standard information and operating procedures of the equipment supplies which would involve industry practices. I would conclude that the better fit for this factor is closer to Level 4 than 3. I accept the rating of the Union as being the appropriate one for the factor.

**7. Service Delivery: Ratings: College Level 2 / Union Level 3**

The Union submits that service is an issue in the residence buildings that are heated and cooled by Glycol. There are considerable requests from residents for maintenance and repair work. The incumbent must work around the residents' schedules and activities as to when repairs may be effected schedules.

The College submits that tailored services are not required to complete the tasks assigned to General Maintenance Workers. It is the College's position that the incumbent does not design or build anything new; they simply restore and repair items to ensure the proper functionality of equipment and machinery.

(i) Rating by the Arbitrator

This factor looks at the service relationship that is an assigned requirement of the position. It considers the required manner by which the position delivers service to a customer. It is not intended to examine the incumbent's interpersonal relationship with those customers. Much of the evidence of Mr. Purchase related to the relationship with the student residents and was not about the service relationship.

The incumbent is not required to question a customer to understand specific needs and then tailor his service in response to the customer. When called into a building, routine inspections are carried out or preventative maintenance is conducted in accordance with a schedule. Repairs are carried out to restore functionality. Therefore, I find that the appropriate level is Level 2 as rated by the College.

**8. Communication:** Ratings: College Level 2 / Union Level 3

The Union submits that the incumbent advises others of HVAC and mechanical deficiencies. It was submitted that this factor ties back to advising supervisors and the Co-coordinator.

The College submits that Level 2 is best suited to this position as the Grievor is responsible for communicating with others who are technically competent and fully conversant and knowledgeable in these matters.

(i) Rating by the Arbitrator

In the “Notes to Raters”, instruction #2 states “do not consider communication between incumbents and their Supervisors”. That is because such communications are taken account of elsewhere. This explains why the Union in its submission directed me back to the factor on Guiding/Advising Others. No facts or case was made by the Union to justify a review of the rating of this factor. Therefore, the Arbitrator concurs in the rating the College has awarded to the position.

**10. Audio/Visual Effort:** Ratings: College Level 1FM / Union Level 2FI

The Union submits that there are frequent interruptions that occur in carrying out the job duties particularly in the College residences when the students are occupying the buildings. The fact that the incumbent needs to go to different parts of the building to effect a repair means that the work is interrupted.

While the College acknowledges interruptions occur, it disputes that interruptions cause a break in concentration to the point where the Grievor cannot pick up where he left off or that his thinking process cannot be reconstructed.

(i) Rating by the Arbitrator

This factor measures the degree of attention or focus required and activities over which the position has little or no control that makes focusing difficult. The daily maintenance rounds may have interruptions, but their impact does not involve a level of interruption that makes it difficult to go back to where the person was before the interruption and carry on the maintenance round from where it broke off. Therefore, the “focus interrupted” level urged by the Union is not present in the 2 hours of daily maintenance rounds. The repair work, particularly in the student residences, will involve interruptions from time to time. However, they do not justify the “focus interrupted” rating because the impact of the interruption is not of a level that requires the incumbent to go back and repeat steps already done. Therefore, the focus maintained rating adequately compensates for the audio/visual effort required in the position.

The difference between Level 1 and Level 2 is the length of the period of concentration required. On the whole, any single repair is not of a lengthy duration so the periods of concentration are regular and recurring, but require short periods of concentration. A rating at Level 1 does permit occasional long periods of concentration. That takes account of the repair which is out of the ordinary and requires longer concentration. Therefore, I confirm the rating of the College at 1FM.

**11. Working Environment:** Ratings: College Level 2 (Occasional 3) / Union Level 3

The Union submits that the incumbent is exposed on a daily basis to accessing crawl spaces and confined spaces that are smelly, dirty or noisy.

The College submits that an occasional Level 3 rating adequately compensates for the following environmental issues: (a) access and entry into crawl spaces; (b) exposure to weather conditions; and (c) exposure to hazardous substances.

The College's personal records indicate that the Grievor has not been exposed to asbestos or other hazardous substances. The Kente building has some ceiling tiles that contain asbestos which is a designated substance under the *Occupational Health and Safety Act*. The remaining tiles are in one wing of the building representing about 20% of the building's area. It is noted that the PDF is incorrect in referencing silica because there is no longer such a substance on the Belleville Campus.

The waters in the HVAC system are treated by a number of chemicals that are added to the system by an outside contractor and not handled by the Grievor. The incumbent does not perform that work, but may have limited exposure to the treated water of the system. However, the hazardous chemicals in the water are highly diluted.

(i) Rating by the Arbitrator

This factor looks at the environment in which work is performed and the extent to which there exists undesirable or hazardous elements. The language in the Manual for Level 3 of the factor is definitely applicable to the position. It is a matter of the frequency as to whether this rating ought to be a Regular & Recurring one or only an occasional one as the College has rated it. The work in crawl spaces is about 2% of the work year. There is some exposure to extreme weather because of the need to go on roofs to do the maintenance rounds but it is only for a few minutes unless there is emergency work to be done. The exposure to hazardous substances is very limited as the brief of the College cited above indicates. Therefore, I do not find the frequency of these various aspects of the job require anything more than an Occasional 3 rating. I confirm the rating of the College.

## **CONCLUSION**

Based upon the foregoing analysis of the 7 factors in dispute I find that only one factor requires adjustment from the rating scored by the job rating committee, that being Factor #6: "Independence of Action. The adjustment to a Level 4 resulted in an increase in the points by 64, but the loss of the Occasional rating reduces the

net increase in points to 55 for a total points score of 522. That score requires that the pay band of the Grievor be adjusted to Payband H.

The parties are hereby directed to take the necessary steps in order to implement this decision. If there are any disputes as to the implementation of my Award, I retain jurisdiction to resolve those disputes and issue a supplementary award to complete the process of ensuring that the remedy is complete and the Grievor is made whole to the extent that may be required.

I will remain seized of this matter with jurisdiction to complete the remedy in this Award for a period of 30 days from the date herein. Either party may on written request to the Arbitrator ask me to reconvene the hearing for the purposes of determining the remedy aspects of this Award. If no written request is received within the stipulated time frame, I will no longer retain jurisdiction over the implementation of the remedy arising from this Award.

**DATED at London, Ontario this 16<sup>th</sup> day of January, 2013.**

  
Richard H. McLaren, C.Arb.  
Arbitrator

## Arbitration Data Sheet - Support Staff Classification

College: Legalist Incumbent: C. Purchase Supervisor: G. Brummell  
 Current Payband: G Payband Requested by Grievor: I

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	2	32			3	56			2	32		
5. Guiding/Advising Others	1	5	2	3	4	41			1	5	2	3
6. Independence of Action	2	46	3	9	4	110			4	110		
7. Service Delivery	2	29			3	51			2	29		
8. Communication	2	46			3	78			2	46		
9. Physical Effort	3	47			3	47			3	47		
10. Audio/Visual Effort	IFM	20			2FI	35			IFM	20		
11. Working Environment	2	38	3	9	3	69			2	38	3	9
<b>Subtotals</b>	(a) 446		(b) 21		(a) 670		(b)		(a) 510		(b) 12	
<b>Total Points (a) + (b)</b>	467				670				522			
<b>Resulting Payband</b>	G				J				H			

**Signatures:**

Charles  
(Grievor)

Jan 8 / 2013  
(Date)

Tamm Culler  
(College Representative)

Jan 8 / 13  
(Date)

Gord  
(Union Representative)

Jan 8 2013  
(Date)

R. [Signature]  
(Arbitrator's Signature)

8 Jan 2013  
(Date of Hearing)

16 Jan 2013  
(Date of Award)