

IN THE MATTER OF AN ARBITRATION
BETWEEN:

SENECA COLLEGE

("the College")

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

("the Union")

AND IN THE MATTER OF A CLASSIFICATION GRIEVANCE OF
MELISSA THOMAS (#2007-0561-0018)

ARBITRATOR: Ian Springate

APPEARANCES:

For the College: Daniel Michaluk, Counsel
Kavita Chhiba

For the Union: Tracy MacMaster, Spokesperson
Melissa Thomas

HEARING: In Markham on May 5, 2010

AWARD

INTRODUCTION

The grievor is employed by the College as a Program Services Clerk (Room Scheduler) with the Faculty of Continuing Education and Training ("FCET"). She reports to Ms. Jocelyn Purchase, Manager, Central Faculty and Student Support, FCET

The grievor spends about 45% of her time allocating classrooms and labs for some 1,000 continuing education classes per semester, three semesters a year. An additional 35% of her time is taken up in maintaining accurate records of room allocations, campus classrooms, specific attributes of classrooms and cancellations.

It is clear from the evidence presented at the hearing that the grievor performs her job conscientiously and well. As noted below counsel for the College spoke highly of her job performance. The applicable job evaluation manual, however, specifies that the job evaluation system is concerned only with the content of a position and does not take into account an individual's performance. This is reinforced by a note to raters in the manual which reads as follows:

It is the position that is being evaluated and not the individual. Raters must make a conscious effort not to let knowledge of a particular incumbent or his/her performance influence evaluation decisions.

The College's ratings for all eleven job factors identified in the job evaluation manual total 428 points. This is within the 400 to 459 point range for payband F. The ratings proposed by the Union would result in a total of 497 points, within the 460 to 519 point range for payband G. The difference in point totals relates to the different ratings the parties assigned to the three job factors addressed below.

INDEPENDENCE OF ACTION

The job evaluation manual states that this factor measures the level of independence or autonomy in a position. It notes that consideration is given to the types of decisions 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; and also the rules, procedures, past practice and guidelines that are available to provide guidance and direction.

The College rated this factor at level 2 worth 46 points. The Union argues for a level 3 rating worth 78 points. The relevant factor level and term definitions are as follows:

2. Position duties are completed according to established procedures. Decisions are made following specific guidelines. Changes may be made to work routine(s).
3. Position duties are completed according to general processes. Decisions are made following general guidelines to determine how tasks should be completed.

Procedure – a sequence of steps to perform a task or activity.

Guideline – a statement of policy or principle by which to determine a course of action.

Process – a series of activities, changes or functions to achieve a result.

The manual contains the following note to raters designed to clarify differences between levels 2 and 3:

Level 2 – duties are completed based on 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 autonomy to make decisions within these parameters.

At issue is the grievor's scope of autonomy. In its written brief the College referred to what it described as established procedures and specific guidelines the grievor follows when scheduling classrooms. The Union in its brief emphasized the grievor's role in fitting many classes into available space and time constraints. The Union also referred to constantly changing enrolment numbers at start-up and students adding and dropping courses. It contended that these "create a dynamic process in which the incumbent is responsible for meeting the goal of maximizing the offerings of classes

within the established minimum and maximum numbers targeted for running classes while still meeting the needs of each academic program for appropriate spaces”.

The grievor can access information which identifies what classes are to be offered on what day of the week and at which campus. She is provided with projected enrolment numbers that can change over time. The grievor is able to access information about room location, sizes and other features, including whether they are classrooms or labs. The grievor indicated that she has acquired knowledge of the capabilities of a number of individual rooms.

At the hearing the grievor said that she starts scheduling classrooms about two months prior to the start of each semester. She said that she starts with three large classrooms at the Newnham campus that can each hold 100 students as well as with two other classrooms that can hold over 50 students. She said that she “bargains” with the regular day class schedulers for these classrooms in terms of 6:00 to 7:00 p.m. time slots when regular day classes and evening continuing education classes overlap.

The grievor indicated that after scheduling the large classrooms she schedules classes by campus starting with the King campus since it is the smallest. She noted that she schedules classes based on priorities and needs. She gave the example of a course that is being phased out and accordingly needs to be offered regardless of the number of students involved. She also noted that some classes need special equipment in a room, such as document cameras.

The grievor said that although she is given a concrete objective, namely a workable schedule, how she meets that objective is determined by her practices. She noted that she puts all fire classes into one area so that they are close to their labs. She said that she takes into account instructors who need to be close to accessible parking and instructors who need to carry heavy equipment to classes. She also said that although a CPR class has only 18 students she knows that it will require extra space in order to allow the students to work on dummies.

Because of limited classroom availability once the grievor has completed her preliminary scheduling there will be some classes that have not been assigned to a classroom. The grievor said that she advises academic coordinators about these classes so they can address the situation. She indicated that the coordinators are the ones who make final decisions about cancelling classes for lack of numbers and about moving classes to another night and/or to another campus. Ms. Purchase indicated that the grievor’s role includes proposing possible solutions to a coordinator, such as possibly

moving a class of eight students to Monday or Friday, when there might be extra classroom space available, and giving their room to a class of 30.

Following the start of classes the grievor will initially only consider requests for a room change if a class has outgrown its assigned room or the room is inappropriate for the class. After a date about three weeks into the semester the grievor will also consider other requests from instructors to change rooms, although a change may not be possible especially on Tuesday, Wednesday or Thursday evening. The grievor said that at times students will raise complaints about a class, such as the lack of a window, and she contacts the instructor with respect to these complaints.

The grievor does the scheduling of rooms respecting make-up classes for those classes that have for one reason or another been cancelled. Due to a lack of room availability make-up classes are frequently held on a Monday, Friday or Saturday.

The grievor said that most exams are held on the last night in class but the Business Department has some courses where all students taking the course must write a common exam on the same night. She said that she provides input to the individual who schedules the exam dates in terms of what night most students are taking the course and room availability. She also schedules the rooms.

In her submissions the Union spokesperson contended that although guidelines respecting the scheduling of an individual class are fairly specific what is complex is the scheduling of all the classes. In reply counsel for the College acknowledged that the grievor's job is complex and very important and the grievor does it well. He contended, however, that the complexity is managed through routine processes and guidelines. He also contended that the job is characterized and assisted by specific guidelines and these together with established procedures reduce the grievor's independence of action.

As noted above, both parties acknowledge that the grievor's job is complex. When assigning rooms she is required to take into account a number of factors and later to make changes to room assignments as student numbers change. When she schedules rooms she follows an established procedure taking into account specific room requirements, the projected number of students and an instructor's special needs. These can reasonably be described as specific guidelines. The grievor's practice is to start with the large classrooms at the Newnham campus and then to schedule other rooms starting with the King campus. The grievor is at liberty to change the order in which she schedules classes. The basic parameters, however, remain the same, namely to select rooms that meet the requirements of a class and the instructor. The basic sequence also remains the same namely preliminary scheduling, subsequent adjustments to reflect changing student

numbers, addressing start-up problems (an issue discussed again below), addressing requests to change classrooms and finding rooms for make-up classes and common exams. This situation meets the criteria for a level 2 rating, namely completing duties according to established procedures with the ability to make changes to work routines.

The note respecting a level 3 rating indicates that in order to meet this level the grievor would need to be in a position to select the process or processes to achieve the end result. A process is defined in the manual as a series of activities, changes or functions to achieve a result. The grievor is not, however, in a position to be able to select between different activities, changes or functions. Rather, there are a number of factors she needs to take into account and steps that she needs to follow. This situation meets the criteria for a level 2 rating.

Having regard to these considerations I confirm the level 2 rating assigned by the College.

SERVICE DELIVERY

This factor looks at the service relationship that is an assigned requirement of a position. It considers how a request for service is received and the degree to which the position is required to design and fulfil the service requirement.

The College rated this factor at level 2 worth 29 points. The Union contends that a level 3 rating worth 51 points would be more appropriate. The relevant level definitions and the definition of the word "tailor" are as follows:

2. Provide service according to specifications by selecting the best method of delivering service.
3. Tailor service based on developing a full understanding of the customer's needs.

Tailor – to modify or adopt with special attention in order to customize it to a specific requirement.

A note to raters states that the term "customers" refers to the people or groups of people who receive the services delivered by a position. Another note includes the following comments designed to clarify the differences between levels 2 and 3:

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. For example, positions working in the Financial Aid area would need to fully understand the various student loan programs that are available and based on a student's unique situation select or recommend the program that would best address the student's financial situation. The incumbent doesn't have the ability to change the funding programs, which are established by an external agency.

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 interests.

The Union contended that the complex interactions of academic programs, physical space and instructor needs required for large scale scheduling must be understood in its entirety in order to meet and tailor the service of delivering an effective schedule. It further contended that the grievor must understand and resolve conflicts with daytime programs and also understand and attempt to accommodate instructor needs. It argued that all of these together create a need to tailor the service required to create an effective schedule.

At the hearing the grievor indicated that she obtains room requirements from instructors. She said that a big part of her job is talking to new instructors and coordinators about what they need. She also said that much of her job involves customer service in terms of meeting the needs of faculty. She gave the example of instructors who need to use document cameras and her scheduling them into rooms which contain this type of equipment. She indicated that she has at times found out about the requirements for a class through experience. She gave the example of a fitness leadership program which includes the physical testing of students. The grievor said that initially she put the class in a room with a window but after hearing complaints from students she learnt to put the class in a room without a window. As noted above, the grievor also

referred to selecting rooms to take into account instructors who need to be close to accessible parking or who have to carry heavy equipment to their class.

It is apparent that the grievor assigns a set number of rooms which have set characteristics. In doing so she seeks to match rooms with the specific requirements of a class or lab, including the projected number of students, and also to meet any specific requirements of the instructor. This is consistent with the statement in the level 2 note respecting an incumbent selecting the best option based on the customer's need. The note respecting a level 3 rating speaks of the ability to "customize the way the service is delivered or substantially modify what is delivered so that it suits the customer's particular circumstances." This is consistent with the definition of "tailor" which involves customizing a service. The grievor cannot, however, substantially modify a room or lab. She can only select between available options.

In light of these considerations I confirm the level 2 rating assigned by the College.

AUDIO/VISUAL EFFORT

This factor measures the requirement for audio or visual effort. It does so by measuring the degree of attention or focus required and activities over which the position has little or no control that make focus difficult.

The College rated this factor at level 2 with focus interrupted worth 35 points. The Union argues for a level 3, also with focus interrupted, worth 50 points. The applicable level and term definitions are as follows:

2. Regular and recurring long periods of concentration; or occasional extended periods of concentration.
3. Extended periods of concentration.

Long period – up to 2 hours at one time including scheduled breaks.

Extended period – more than 2 hours at one time including scheduled breaks.

At the hearing the grievor said that at the start of each semester she is on site at the Newnham campus until 8:00 p.m. to deal with issues when individual instructors discover problems with the room assigned to them. The problem could be that a room is too small for the final number of students registered for the class; a classroom has recently been turned into an office or lacks furniture; or the instructor requires equipment not in the room, such as a white board, which the grievor did not previously know about. The grievor said that at times she makes a room change effective the next class but in some instances she makes the change effective that night and records the change. The grievor indicated that the following morning she learns about any problems at the other campuses.

The grievor said that every morning from 9:00 a.m. to 12:00 p.m. during start-up periods she goes over the schedule and makes adjustments resulting from what occurred the night before. This includes recording changes in a manner that enables the information to be transmitted to others, including Facilities Management and Security. The grievor indicated that this process requires her concentration. She also indicated that the process lasts for three weeks at the start of each semester. Ms. Purchase described start up periods as lasting between two and a half and three weeks.

Counsel for the College questioned the grievor about the time she spends during start-up periods discussing room changes with others. The grievor said that she does not usually tell a coordinator about a room change although she might later advise them that she had moved a class to a non-optimal room. The grievor indicated that she is required to consult with the day schedulers when a change involves going into their time. She said that an individual call might take ten minutes. She also said that she calls the day schedulers in a block. Counsel for the College contended that the grievor's evidence demonstrates that the period of 9:00 a.m. to 12:00 p.m. is broken up by the grievor spending time on the phone and she is not concentrating for the entire period. Counsel for the College also suggested that the grievor is required to concentrate for only a small percentage of her total time.

As noted above, the grievor said that at start-up she spends three hours a day going over the schedule. It was not apparent from her comments that she included in this three hour period her discussions with the day schedulers. Further, although the grievor indicated that she would contact the day schedulers when a change involves going into their time presumably this is not the situation for most changes. Given these considerations I conclude that during the start-up periods the grievor likely spends over two hours at a time, including scheduled breaks, in periods of concentration.

The job evaluation manual does not make any provision for separate ratings based on whether visual effort is regular and recurring as opposed to occasional. The grievor engages in extended periods of concentration during three start-up periods, each lasting up to three weeks. These extended periods of concentration are not so rare as to make it unreasonable to base a rating on them. Having regard to these considerations I conclude that the grievor engages in extended periods of concentration and that these justify a level 3 rating.

CONCLUSION

As noted above the total points associated with the College's ratings for the eleven job factors totalled 428 points. The additional 15 points associated with a level 3 rating for audio visual effort raises this to 443 points. This remains within the 400 to 459 point range for payband F.

Having regard to the above, I conclude that the grievor's position is appropriately rated at payband F.

Dated this 15th day of June 2010.


Arbitrator

Arbitration Data Sheet - Support Staff Classification

College: Seneca Incumbent: Melissa Thomas Supervisor: Jacelyn Dekker
 Current Payband: F Payband Requested by Grievor: G

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	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	2	46			3	78			2	46		
7. Service Delivery	2	29			3	51			2	29		
8. Communication	2	46	4	9	2	46	4	9	2	46	4	9
9. Physical Effort	1	5			1	5			1	5		
10. Audio/Visual Effort	2	35			3	50			3	50		
11. Working Environment	1	7	2	9	1	7	2	9	1	7	2	9
Subtotals:	(a) 410		(b) 18		(a) 479		(b) 18		(a) 425		(b) 18	
Total Points (a) + (b)	428				497				443			
Resulting Payband	F				G				F			

Signatures:

Melissa Thomas
(Grievor)

April 14/10
(Date)

(College Representative)

(Date)

[Signature]
(Union Representative)

April 14/10
(Date)

[Signature]
(Arbitrator's Signature)

MAY 5, 2010
(Date of Hearing)

June 15, 2010
(Date of Award)