



Quick Arbitration Guidelines for Stewards

Prepared by the

CAAT Support Classification Committee

Revised October 2015

Quick Arbitration Manual

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Introduction

OPSEU members of the CAAT Support Division have the rights contained under the Collective Agreement to have a review of their position with respect to the accuracy of their Position Description Form (PDF) and its resulting evaluation for compensation purposes.

This manual is a guideline.

This manual has been designed to help stewards understand the process and best serve CAAT Support Staff with job evaluation complaints.

If additional assistance is required the steward should consult, first, with their local committee (if one exists). Information concerning this committee is available through the local President.

If further assistance is required, contact any union member of the Joint Classification Committee. Information regarding the Joint Classification Committee, including resource documents are available on the OPSEU website http://www.opseu.org/caat/caat_sup/jccindex.htm

Quick Arbitration

Quick arbitration is a method used to settle classification grievances under the classification system. It is faster and less formal than the regular arbitration procedure.

The actual procedure is now expressly dealt with in Article 18.5 of your Collective Agreement.

18.5 Classification Grievances

18.5.1 Grievance to College Official

An employee who claims his/her assigned job is improperly evaluated may present a grievance in writing to the College official designated responsible for classification grievances.

The written grievance must specify the payband claimed by the employee to be appropriate.

18.5.1.1 Retroactive Payment

It is understood that there shall be no retroactive payment prior to the date of presentation of the written complaint as specified above.

18.5.2 Grievance Process

18.5.2.1 Step 1 – Meeting and Information Provided

The College Official shall arrange a meeting within (14) days after receiving the grievance to permit the employee and a Local Union Representative the opportunity of making representations in support of the grievance.

The College Official shall ensure that the current Position Description Form (PDF), as per Article 7.2, is provided at least five (5) days prior to the meeting. At the meeting, the employee must first indicate in writing whether he/she is in agreement with the PDF and if not what specific disagreements he/she has with it. A discussion to resolve any differences shall take place. At this meeting, following discussion on the PDF, both parties will exchange, in writing, the point rating by factor for the position in dispute.

18.5.2.2 College Official's Decision

Within fourteen (14) days after the receipt of the point rating by factor from the Union, the College Official shall give his/her decision in writing. It is understood that the grievance cannot proceed further until the point rating by factor and the specific disagreements on the PDF, if any, have been received by the College Official, in writing from the Union.

18.5.2.3 Referral to Arbitration After Step I

Where the grievance has not been resolved at Step I but there is agreement concerning the PDF, the matter may be referred directly to Arbitration by notice in writing given to the College within fourteen (14) days of the date the grievor should have received the College's decision under Step I. The matter will be referred to a single arbitrator as provided in Article 18.5.3.

18.5.2.4 Step 2

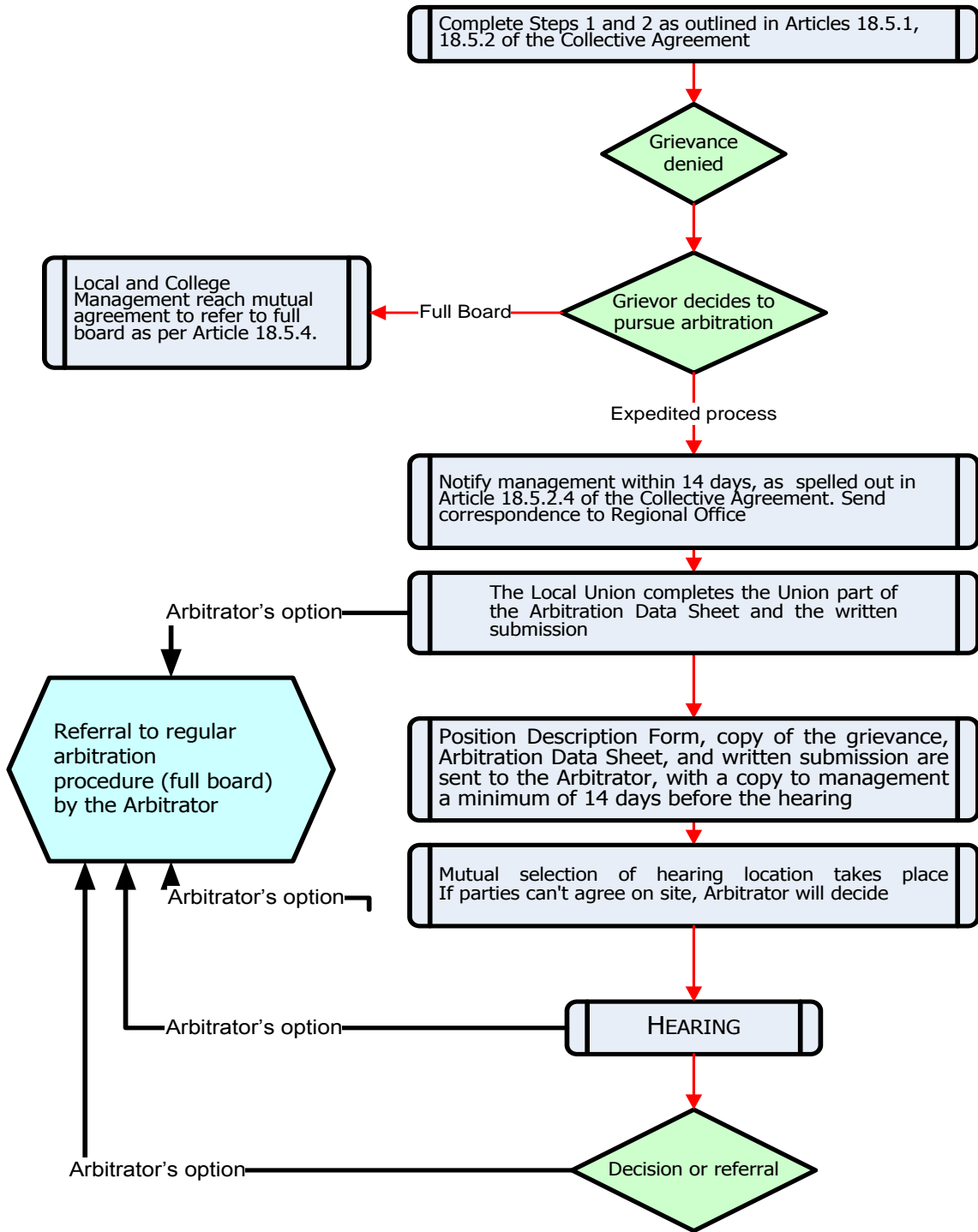
Where the grievance has not been resolved and where the grievor is not in agreement with the PDF, then he/she shall refer the grievance in writing to the President of the College within fourteen (14) days of the date he/she received or should have received the decision.

The President or his/her designee shall convene a meeting concerning the grievance within fourteen (14) days of the presentation, at which the grievor shall have an opportunity to be present. The President or his/her designee shall give his/her decision in writing, within fourteen (14) days following the meeting.

18.5.2.5 Referral to Arbitration After Step 2

Where the grievance has not been resolved at Step 2 the matter may be referred to Arbitration by notice in writing given to the College within fourteen (14) days of the date the grievor should have received the College's decision under Step 2. The matter will be referred to a single arbitrator as provided in Article 18.5.3. On mutual written agreement signed by the Local Union and the College, the matter shall be referred to an Arbitration Board as provided under Article 18.5.4.1.

Quick Arbitration at a Glance



Pre-Filing Preparation

When meeting with the member for the first time you should review with them the grievance procedure, including the critical grievance timelines and the hearing process. Indicate to the member that he/she will be expected to provide the evidence to support their case and that a significant amount of time will be required.

Required Documents:

- Support Staff Collective Agreement
- Support Staff Job Evaluation Manual
- Current copy of member's P.D.F.
- Point rating by factor, as per Article 7.2.1

Other Helpful Resources:

- "A Guide on How to Write Support Staff Position Description Forms"
- Evaluator's Handbook
- Related Arbitration Awards
- Classification Awards Spreadsheet

The discovery or investigative part of the process begins as follows:

- Use working copies and keep the original clean.
- Have the member trace the history of their position. It is extremely important that you engage the member in this exercise. This is helpful in identifying when duties and responsibilities were added to the position and in some cases will demonstrate that the duties and responsibilities were always there, just not recognized in the PDF or the evaluation process.
- The foundation and relevance of any argument must be supported by **clear examples**, and these examples should be supported by evidence.
- Emphasize that it is the "position" that is being examined and not the "member".**

Springate (Fair, Mohawk) February 24, 2010

"... it is the position being evaluated and not the individual... This clearly indicates that the meritorious manner in which the grievor performs her duties is not a consideration when rating her position." (Page 2)

- This is the member's position; they should be familiar with their position.
- It is important to realize that it is the member's evidence that will be relied upon to make the case.
- Avoid exaggerations and statements or evidence that cannot be substantiated.**

Case Preparation

The following section will guide you in preparing your brief. **Be concise and complete.**

Before proceeding with a classification grievance there are a few steps that may be helpful in the preparation of a case, **always taking into consideration that retroactive entitlement for classification complaints is from the filing date of the grievance per the Collective Agreement** (Article 18.5.1.1).

Some colleges have utilized an internal review process or practice that has in some cases resulted in a member receiving a reclassification outside of the formal grievance process. Where this practice exists it is important that the member seek confirmation from the employer **in writing** that should an adjustment be made, it will be retroactive to the date of the request. This could assist in the case where the dispute proceeds to the grievance phase and could achieve a retroactivity that goes beyond that contemplated under Article 18.5.1.1. Many members use the performance evaluation process to formalize a review.

The strongest cases will be supported by examples and clear evidence as to why a factor should be at a specific level. You should also develop arguments that will challenge the Employer's evaluation, based on the Job Evaluation criteria. Prepare to argue both; this will direct the Arbitrator to seek an alternative position to that of the Employer. This will be important, especially when you are seeking a result that is greater than one level from the employer's evaluation.

Reviewing the PDF

Read over the PDF and compare the information contained in each of the factors to the "Duties and Responsibilities" of the position. Review each section (Factor) to ensure that you understand the relationship of the language that is being used in the specific section to the duties and responsibilities that have been assigned to the position.

Do a cursory review of the assigned points, by factor that were provided for the position and identify the factors that appear to be under valued. You should remember that your efforts would be best spent working on factors in dispute as they will be the issue(s) of contention, both at the internal resolution steps (formal [grievance] or informal) and at Arbitration.

Previous PDF's, current and recent postings should also be reviewed to ensure consistency. You may also want to review comparable PDF's and point ratings.

If after reviewing the PDF, the member chooses to file a classification grievance, the grievance should state "I claim that my assigned job is improperly evaluated and that it should be evaluated at Payband "X".

At Step 1 of the grievance process, in accordance with Article 18.5.2.1, the member will indicate, in writing, whether she/he is in agreement with the PDF and if not, what specific disagreement s/he has with it.

Limit the disagreements to the factors in dispute that you can justify by evidence and argument.

1A. Education

Review both the Guide and the Manual. If you have any concerns about the educational requirements that the College has assigned to the position, compare the requirement to positions with similar duties and responsibilities. A case may be made if inequity exists within positions with similar duties and responsibilities. Note the discrepancies if they exist.

To assist in strengthening your argument, you may wish to refer to NOC Codes (National Occupation Classifications) on the HRSDC website.

www.hrsdc.gc.ca/eng/workplaceskills/noc/index.shtml

1B. Additional Educational Requirement

If the position has additional educational requirements that are not included in this section of the PDF, you must first satisfy yourself that the requirement is not part of the formal education that was identified under 1A. Then using the "Duties & Responsibilities" section, develop examples to support your claim. You must also indicate the amount of training that is required to achieve this additional certification.

2. Experience

Review both the Guide and the Manual. When reviewing this factor for accuracy or appropriateness you would look at the interrelationship between this factor and Education, Analysis and Problem Solving, Planning/Coordinating, Guiding/Advising and Independence of Action, as well as the Duties & Responsibilities section of the PDF.

Experience and Education: Review positions that have similar educational requirements to ensure reasonable equity exists with other positions with similar educational requirements.

Examples of factor relationships:

- When looking at the relationship between Experience and Analysis and Problem Solving, consider whether it is reasonable to expect the level of complexity and judgment used to be appropriate in relation to the amount of experience assigned to the position. Look at this also in respect to the actual amount of work experience provided through the formal education portion, if any.
- When looking at the relationship between Experience and Planning and Coordinating, look at the organizational and project management skills expected and see if there is a reasonable expectation to the assigned experience.
- Do the same with Guiding/Advising, paying special attention to whether there is a responsibility to guide and advise others.
- Now when you examine Independence of Action, there is typically a direct link to more experience equating to more independence of action thus vice versa would follow.

Cummings (Thambithurai, Centennial) February 18, 2008

"...on my review of the PDF, and the particular demands of the position as outlined in OPSEU's submissions above, I have difficulty seeing how an incumbent with only one year experience in an office environment could satisfactorily perform the duties of the position, even with an educational background that included a work term..." (Page 2)

3. Analysis and Problem Solving

Review both the Guide and the Manual. This is the first factor that incorporates the analysis of skills used on a **Regular and Recurring** and on an **Occasional** basis.

Review the key issues or problems encountered in the examples of the PDF.

Because this factor deals with judgment and complexity, take the time to review the Duties and Responsibilities section and systematically analyze each of the responsibilities or tasks to identify the level of judgment and complexity required.

Categorize each based on the ease of the problem identification and the solutions required to resolve the problem.

Problem:

- Easily identifiable
- Identifiable
- Not readily identifiable
- Complex and multi-faceted
 - No further analysis or collection of information required
 - Select predefined alternative
 - Modify existing alternative
 - Use past practice
 - Further analysis or collection of information required
 - Select predefined alternative
 - Modify existing alternative
 - Use past practice
 - Use established techniques and/or principles
 - Use generally accepted principles

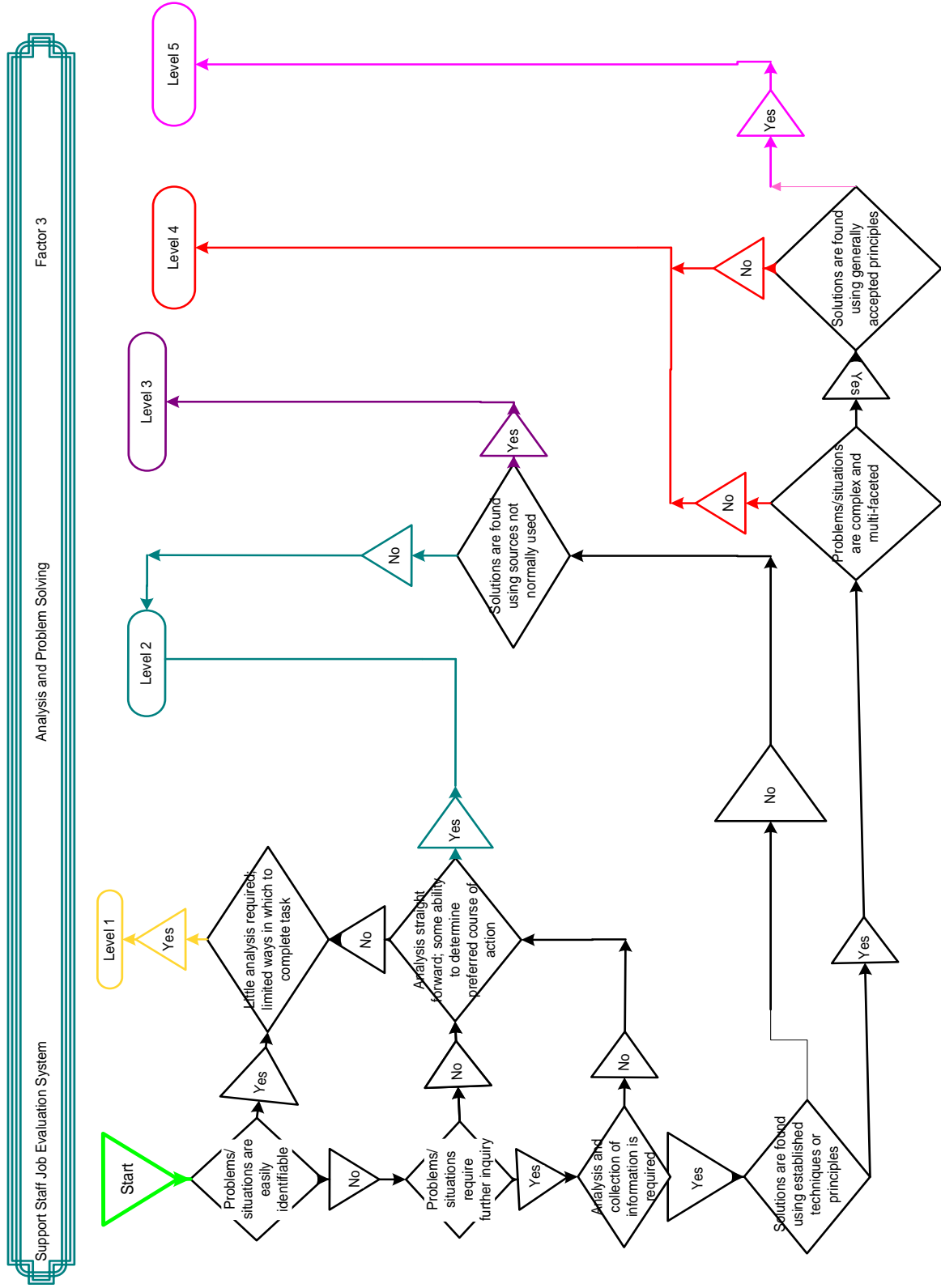
Make sure that the examples provided under Regular & Recurring capture the problems that are the most difficult to identify and require the more complex solution.

Also if you have a task or activity that requires a higher degree of complexity or judgment on an occasional basis make sure it is noted under Occasional examples.

O'Neil (Glenville, Centennial) December 15, 2008

"...the customer is often vague about the nature of the problem and describes only symptoms..." (Page 3)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.



4. Planning/Coordinating

Discuss with the grievor whether the project(s) are Regular & Recurring or Occasional in nature. Review the activities throughout the year as some projects are cyclical in nature.

Have the grievor pay particular attention to the relationship or use of resources and other staff in the project activity. In other words, does the activity have a direct impact on the activity of others?

Provide clear and concise examples.

Review both the Guide and the Manual. Refer to the Duties and Responsibilities section and identify the projects associated with this section.

If you have a project activity that is not reflected in the Duties and Responsibilities, **you will be required to disagree with the content of the PDF to get that project activity included in the Duties and Responsibility section as well as a change to the examples used in this factor.**

Have the grievor identify the tasks and/or activities **that require planning and/or coordinating.**

Task/Activity (Event):

- No Planning/Coordinating required
- Requires Planning/Coordinating
 - Straightforward
 - Multi-faceted

- Planned by others
- Planned by the incumbent

- No ability to alter schedule
- Able to alter schedule to achieve overlapping deadlines to complete own work
- Affect the work schedule of other employees.
- Modify individuals' priorities
 - Full-time
 - Part-time
 - Students
 - Contractors

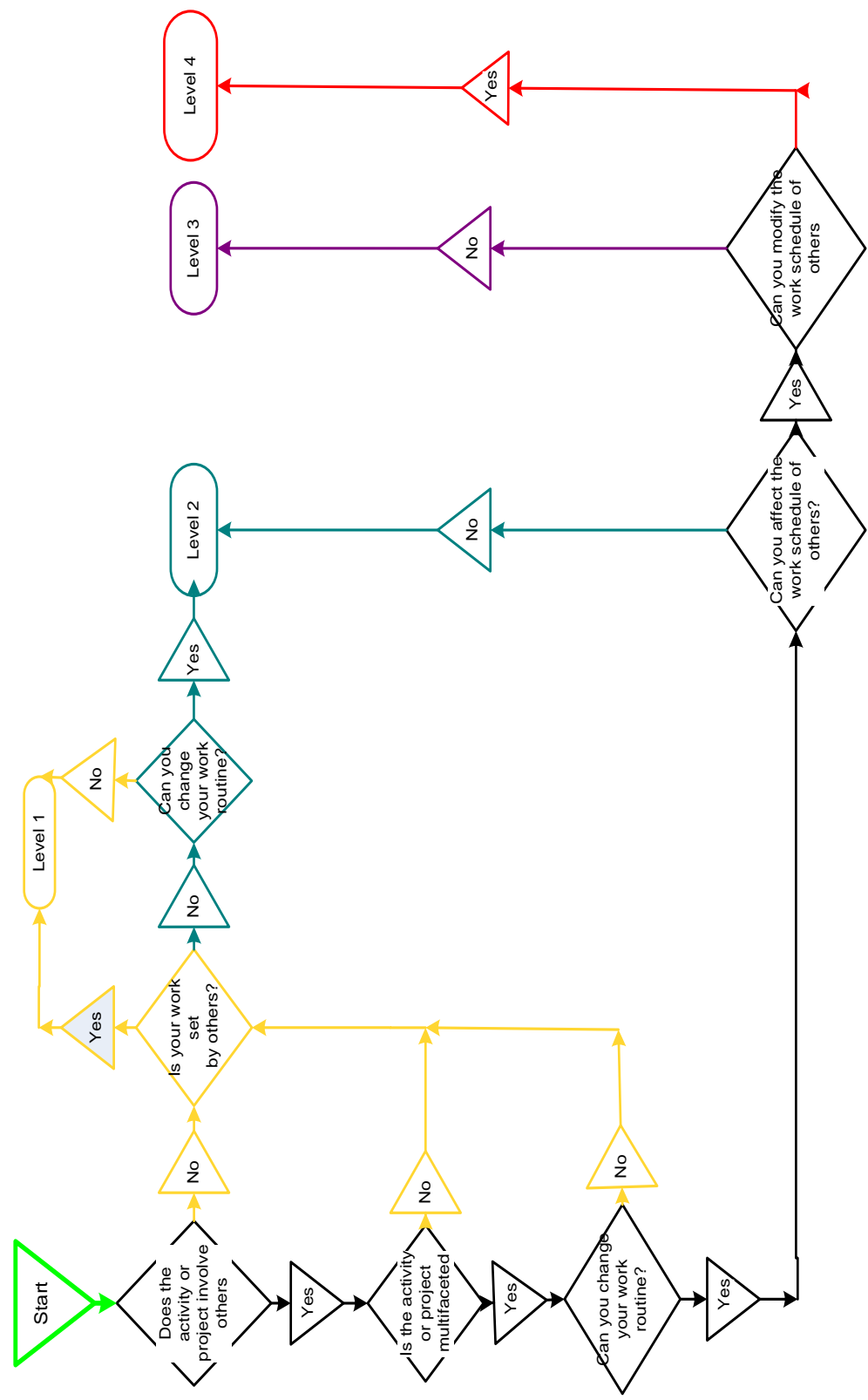
- Resources
- Information
- Materials

Provide clear and concise examples.

O'Neil (DeRubeis, MacEachern, Mohawk) May 4, 2009

Having reviewed all the submissions on this factor, I am persuaded that neither Level 3 nor 4 is a perfect fit, but that Level 4 is better. This is because the PDF clearly states that the incumbents have the duty to assign tasks and activities to team members and to make adjustments to other team members' schedules, a function that is not adequately included in the concept of affecting work schedules by requesting materials or information by a specific date, which is how the Level 3 function is described in the Notes to Raters. By contrast, this assigned function from the PDF is reflected almost verbatim in the Note to Raters for Level 4, and there was nothing in the material before me which persuaded me that there was something incorrect about this portion of the PDF. Although the element of frequency coordinating a number of departments (if "a number" implies more than two) is the weak link in the fit for this position with Level 4, I am persuaded that the projects the incumbents coordinate are multi-faceted and that they involve multiple inputs and complex tasks, elements which are not adequately recognized at Level 3. (Page 8)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.



5. Guiding/Advising Others

Review both the Guide and the Manual. For this factor you will examine the direct relationship with others. This is inclusive of other full-time staff, part-time staff, and student employees.

Also review the **direct** relationship with clients or students to whom you are required to provide guidance and/or advice.

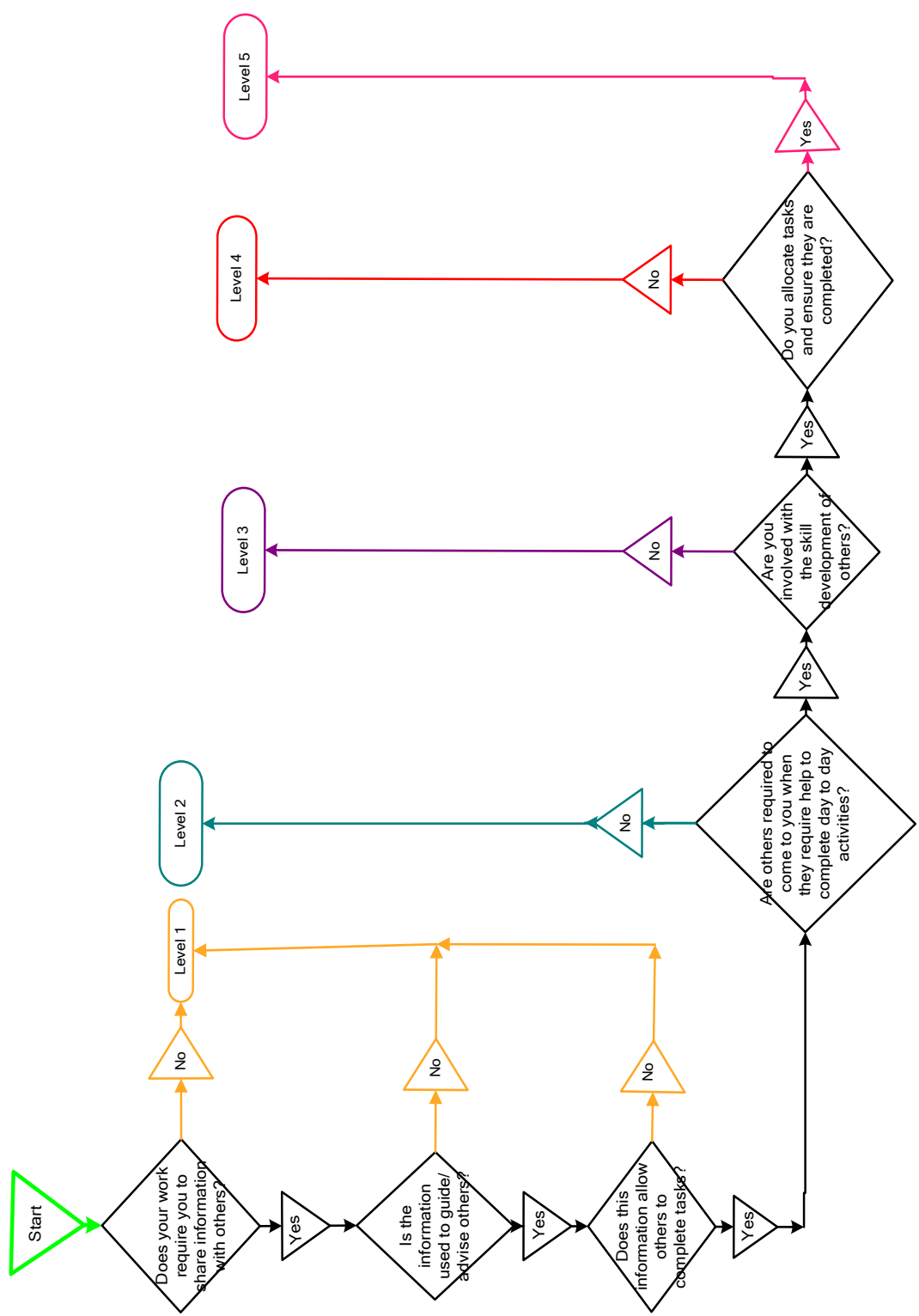
Does the position:

- Give ongoing guidance and advice?
 - To whom
 - What guidance
- Develop other people's skills?
 - What skills
 - How
- Assign tasks?
 - To whom
 - What tasks
- Monitor progress of tasks?
 - Whose progress
 - How do you monitor
- Ensure completion of tasks?
 - For whom
 - How

Tims (Svetkoff et al, Centennial) January 31, 2008

"The Union has not, in my view, demonstrated that the PDF reflects involvement of the incumbents in "skill development". I am satisfied, however, that the PDF reflects "ongoing involvement" in the sense that the incumbents are required to "be involved for the duration of the process"... (Page 7)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.



6. Independence of Action

Review both the Guide and the Manual. Refer to the Duties and Responsibilities section and answer the following questions:

Identify and review the types of decisions the position makes.

How are work assignments obtained by the incumbent?

Work Orders

PDF

Supervisor

Group Leader

Self-Directed

Does the position have autonomy to revise timelines?

What guides the position?

Policies

College

Department

Procedures

Past Practice

Industry Practice

How is the work reviewed?

Formal (Supervisor, Group Leader)

Informal (by exception)

Refer to Glossary of Terms and/or Notes to Raters for definitions.

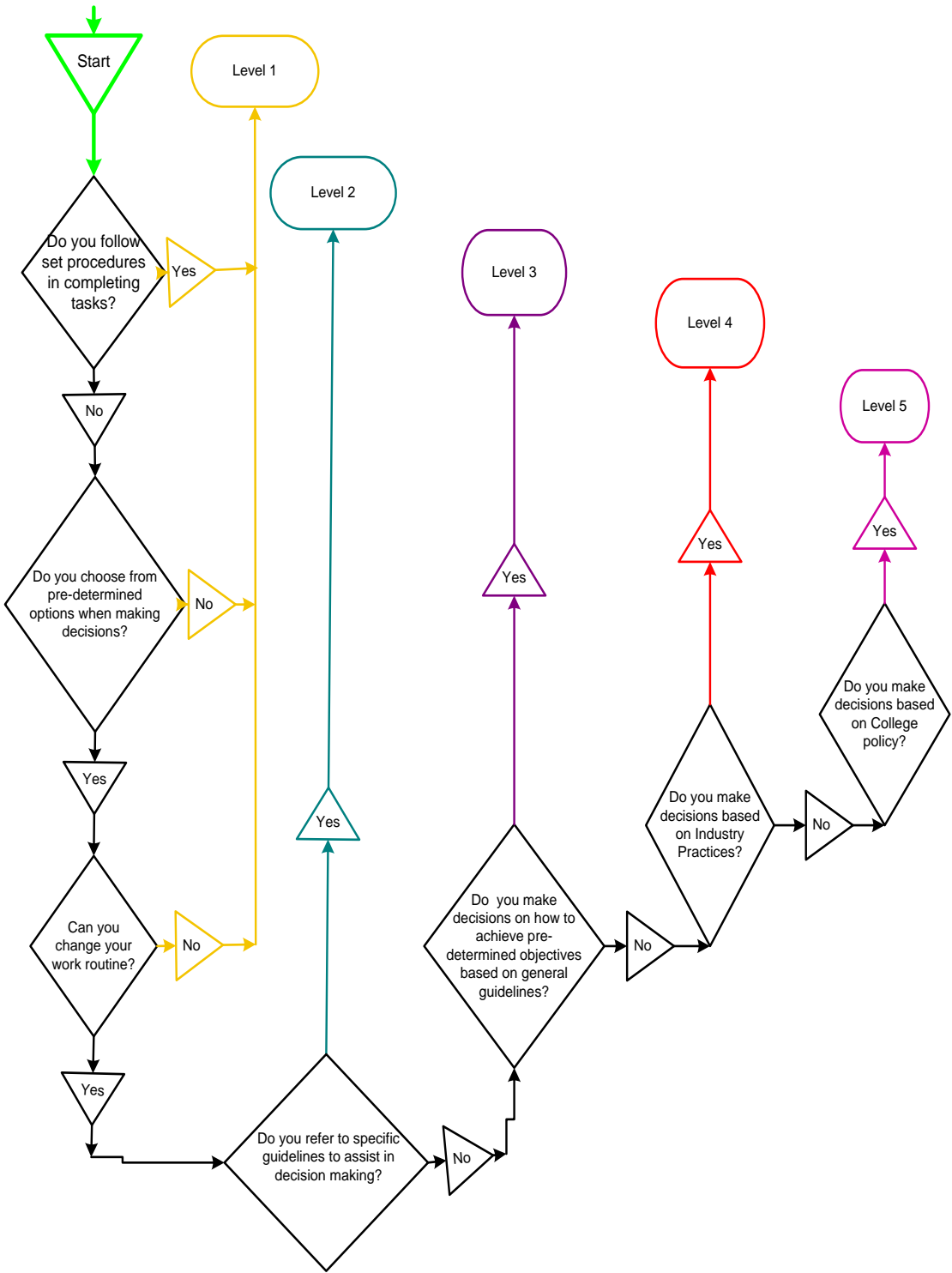
O'Neil (Bird et al, Georgian) April 5, 2010

"...the incumbents are responsible for making assessments about the bona fides and level of student need and life situations on a regular basis which cannot be prescribed in the financial guidelines... the fact that Level 2 does not adequately reflect the critical assessment function makes level 3 a better fit." (page 9)

O'Neil (McMullen et al, Mohawk) February 27, 2008

"The incumbents consult with each other about student progress, and that they work with minimum supervision. There is no suggestion that these contacts with colleagues constitute a review or supervision process. Nonetheless, such collegial exchange does provide the kind of input on work issues common in a professional environment. " (page 10)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.



7. Service Delivery

Review both the Guide and the Manual. Identify all of the position's customers:

Internal Customers:

- Students
- Staff
- Faculty
- Co-workers
- Part-time staff
- Administrators
- Others (specify) _____

External

- Potential Students/Graduates
- Student Associations
- Youth
- Alumni
- Employers
- Contractors
- Government – Municipal, Provincial, Federal
- School Board
- Vendors
- Contracted employee groups
- Others (specify) _____

Identify the services that the position provides to customers.

Define the service:

- Straight forward delivery
- Ability to select delivery mode
- Tailor
- Anticipate

Determine Frequency – Regular & Recurring or Occasional

Springate (Brown et al, Georgian) December 8, 2009

"... the criteria for a level 4 rating does not refer only to anticipating customer requirements. It also refers to situations where an employee would "pro-actively deliver service". This language suggests that it is not only the time involved in thinking about and anticipating customer requirements that is to be measured but also the work involved in delivering service". (Page 9)

Tims (MacKenzie et al, Seneca) October 19, 2009

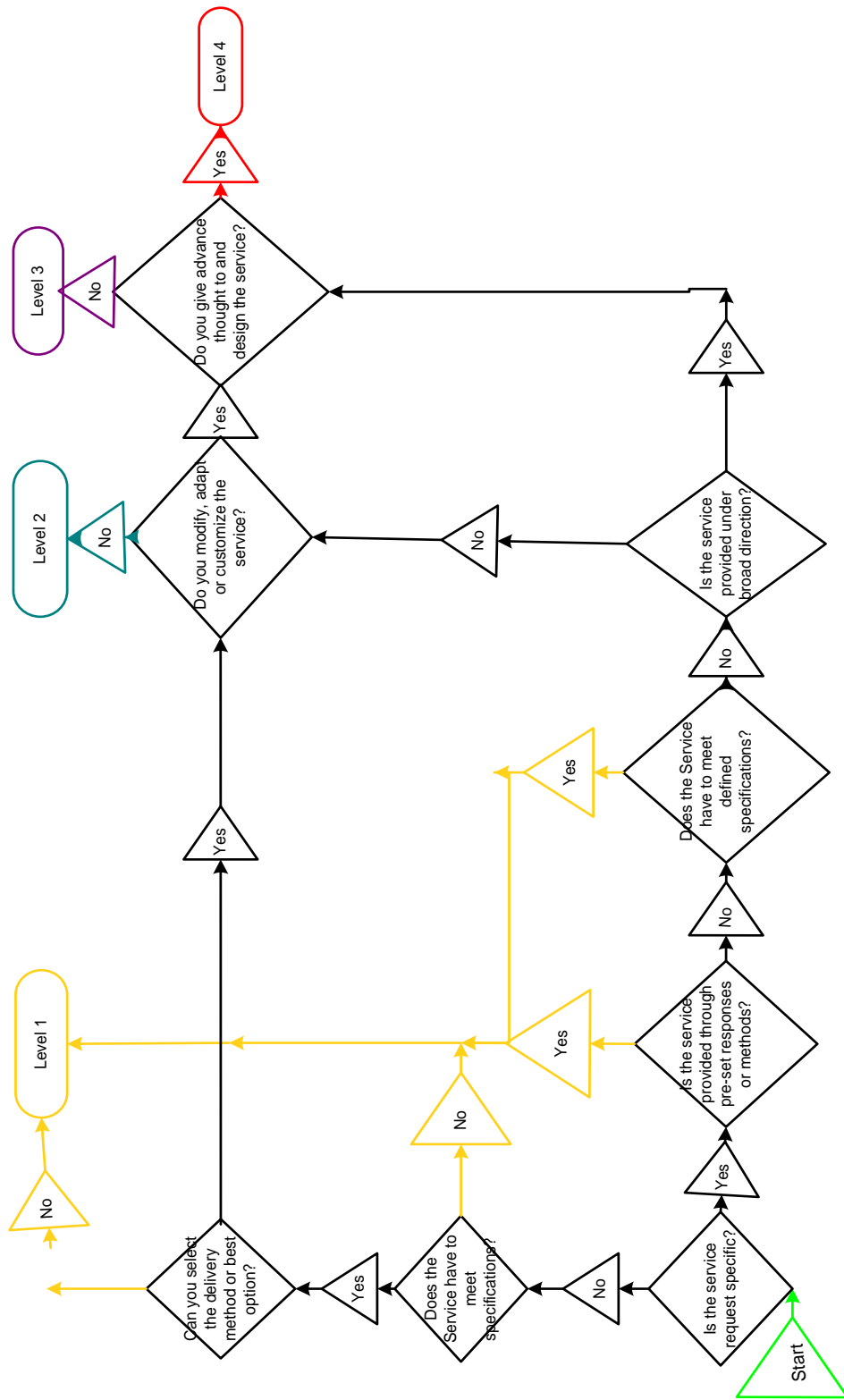
"... describe this as being accountable for 'being aware of what is coming'. I heard evidence that the grievors read manuals, Ministry of Health and Public Health bulletins, nursing and medical journals. They also consult the internet and confer with Public Health officials and other professional colleagues to ensure that they are aware of current trends and issues." (Page 11)

"The union also took the position that to the extent that the grievors keep themselves up to date professionally so as to proactively assist patients, this is not just a matter of professional development, but is a day to day responsibility properly reflected in a rating of Level 4 Service Delivery." (Page 13)

"The manual states that a task or responsibility that is 'an integral part of the position's work and is expected or consistently relied upon' is properly regarded as 'regular and recurring". (Page 13)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor

SUPPORT STAFF JOB EVALUATION SYSTEM SERVICE DELIVERY FACTOR 7



8. Communication

Review both the Guide and the Manual. Using the list of Customers developed in the **Service Delivery factor** and the definitions in the Manual, answer the following questions for each of the customers (audience):

Written/Verbal:

- Exchange of routine information
- Exchange requiring explanation and/or interpretation
- Secure understanding (informal setting)
- Instruct/train (formal setting)
- Gaining cooperation
- Negotiate

Clarify and expand on this. Provide clear examples to support your case.

Determine frequency to establish whether the skill is used on a Regular & Recurring or Occasional basis.

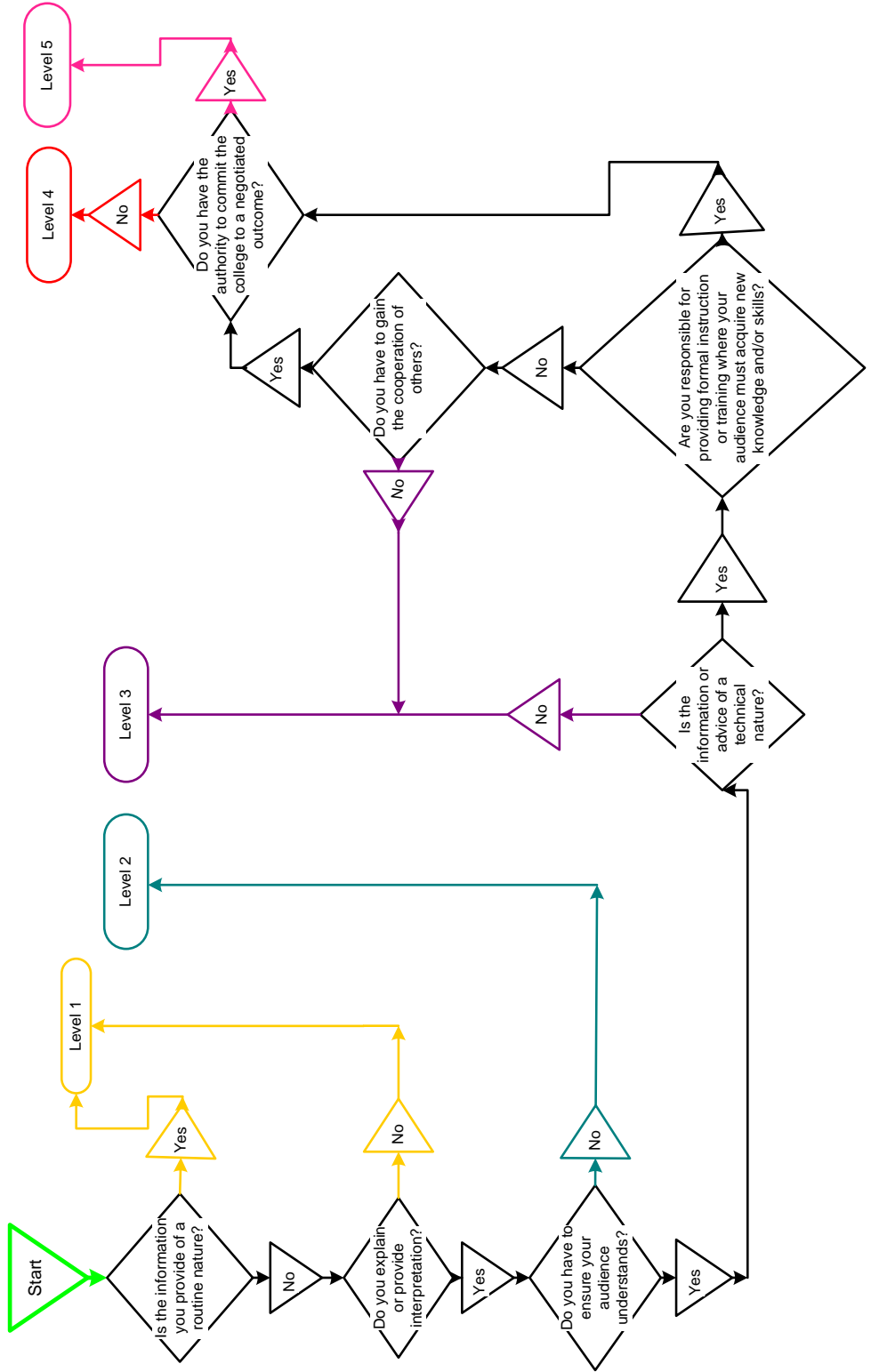
O'Neil (Trush, Confederation) June 10, 2008

"This would indicate that D/W would be a more accurate indication for the combined training function." (Page 15)

"... the training functions are a major component of the job." (Page 16)

"In the result, it is my finding that the appropriate rating for the Communication factor is level 4, regular and recurring." (Page 16)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.



9. Physical Effort

Review both the Guide and the Manual. Using the list of tasks and activities found under the Duties & Responsibilities section of the PDF, analyze each task and/or activity and assign a physical activity and/or muscle strain associated with each task or activity.

Review all aspects of the position as some tasks or activities may not have been included in the Duties & Responsibilities section or may have been grouped in the "other duties as assigned" catchall. Depending on the significance of the activity or task, the grievor may want to modify the Duties & Responsibilities section to incorporate them.

Physical Activity:

Identify physical activity/task required to perform the duties of the position, which involves the following actions:

- | | |
|--|---|
| <input type="checkbox"/> Lifting | <input type="checkbox"/> Continuous Sitting |
| <input type="checkbox"/> Bending | <input type="checkbox"/> Walking |
| <input type="checkbox"/> Carrying | <input type="checkbox"/> Climbing |
| <input type="checkbox"/> Pushing | <input type="checkbox"/> Running |
| <input type="checkbox"/> Pulling | <input type="checkbox"/> Jumping |
| <input type="checkbox"/> Continuous Standing | |

Beside each activity, have the grievor identify:

- | | |
|---|--|
| <input type="checkbox"/> Frequency | <input type="checkbox"/> Duration |
| ○ Daily | ○ Regular & Recurring |
| ○ Weekly | ○ Occasional |
| ○ Month | |
| <input type="checkbox"/> Able to move freely or change posture or stance? | <input type="checkbox"/> Weight of objects |
| ○ Yes | ○ Less than 5 kg or 11 lbs. |
| ○ No | ○ 5-20 kg or 11-44 lbs. |
| | ○ Greater than 20 kg or 44 lbs. |

Muscle Strain:

Includes using larger muscle groups in activities such as:

- Working in awkward or cramped positions (bending, kneeling)
- Manually lifting or moving objects
- Gripping

- Counter balancing or applying other firm pressure to operate machinery or equipment

Beside each activity, have the grievor identify:

- Examples of activity and effort required
 - Light
 - Moderate
 - Heavy
- Frequency
 - Daily
 - Weekly
 - Month
- Duration
 - Regular & Recurring
 - Occasional
- Able to move freely or change posture or stance?
 - Yes
 - No
- Weight of objects
 - Less than 5 kg or 11 lbs.
 - 5-20 kg or 11-44 lbs.
 - Greater than 20 kg or 44 lbs.

NOTE: Though the Physical Activity and/or Muscle Strain associated to any one task or activity may not be Regular & Recurring by itself, the combined effort of more than one task or activity may meet the test.

Tenace (White, Fanshawe) May 10, 2010

"The PDF describes a daily requirement for lifting and walking for up to 1 hour at a time as well as a weekly requirement for carrying for up to 1 hour at a time. In terms of lifting, the PDF describes the lifting involved as being both light and medium. Assuming the PDF is accurate, in my view, the Physical Effort for this position goes beyond what is cited as an example in the Notes to Raters in the JEM for Level 1, i.e., "Occasionally lifting/carrying paper in order to restock a printer or photocopier as part of the normal office etiquette." Clearly, the incumbent of this position must lift boxes of books and books and other objects of various weights as a regular and recurring function" (page 5)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.

10. Audio/Visual Effort

Review both the Guide and the Manual. Using the same list of tasks and activities compiled for the Physical Effort factor, analyze each task or activity.

When developing your argument for this factor, identify tasks or activities where the level of focus or concentration would be considered to be at a lower level of effort.

Then identify the activities that require a higher level of focus or concentration. This will assist you in defending your arguments.

Task/Activity:

- Degree of attention or focus required
 - Lower than normal
 - Higher than normal

- Ability to maintain focus?
 - Yes
 - No

- Duration
 - Up to 30 min.
 - Up to 2 hrs.
 - More than 2 hrs.

Regular breaks are to be included in the calculation of required time.

Review the multi-tasking requirement of the position and the type, length and frequency of disruptions.

NOTE: Though the Audio/Visual Effort associated to any one task or activity may not by itself be Regular & Recurring, the combined effort of more than one task or activity may meet the test.

Tims (Svetkoff et al, Centennial) January 31, 2008

"...I ultimately prefer the Union's argument that "focus is interrupted" within the factor definitions where the "task must be achieved in smaller units," and "there is a need to refocus on the task at hand or switch thought processes" even though the interruption may flow from other integral scheduling duties." (Page 11)

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.

11. Working Environment

Review both the Guide and the Manual. Using the working condition checklist in the PDF, identify the conditions that may be found in the performance of duties of the position. Keep in mind that Occasional exposure can also be measured.

Provide clear examples to support your claim.

Does the position have:

- acceptable working conditions

Do the working conditions of the position involve:

- Difficult weather conditions
- Smelly, dirty or noisy environment(s)
- Exposure to very high/low temperatures
- Verbal abuse
- Working in isolated or crowded situations
- Travel

Do the working conditions of the position involve:

- Exposure to extreme weather conditions
- Handling of hazardous substances
- Dealing with abusive people who pose a threat of physical harm
- Accessing crawl spaces/confined spaces
- Other conditions which may pose a risk to personal safety (please specify)

Remember to always consider the compounded effect of multiple conditions.

For example, someone who travels 8% of the time, plus works in crowded situations for 10% of the time, and whose work environment is noisy for 10% of the time, would be evaluated at a Level 2 Regular & Recurring.

Springate, (Bates, Mohawk) April 12, 2010

"As noted above, the manual states that: "any task or responsibility that is an integral part of the position's work and is expected or consistently relied on should be considered 'regular and recurring'." (Page 20)

"Further, given that this factor is meant to address the environment in which work is performed, it is appropriate to look at the two aspects of the grievor's job together and in

*doing so I conclude that they justify a level 3 rating on a regular and recurring basis.”
(Page 20, 21)*

If you identify in your review a task or activity that is at a higher level than those identified as examples in the PDF, review the Duties & Responsibilities section further. If they are not found there, you will be required to disagree with the content of the PDF to get the task or activity included in the Duties and Responsibilities section as well as a change to the Examples used in the factor.

EVALUATING A POSITION USING THE CAAT JOB EVALUATION MANUAL

How to Use the Manual

The steps outlined below must be followed in order to evaluate a position:

1. Review the PDF in its entirety to gain an understanding of the position as a whole and of each factor used to describe the position.
 2. Compare the factor level definitions to the description in the PDF that has been written for that specific factor.
 3. Read the first factor level definition **in its entirety**. Continue to the next level until you find a factor definition that appears to capture the elements in the PDF. It is good practice to then read the next higher level and assess whether it also captures the information in the PDF. If the previous level appears to be the "best fit", then that is the level that should be selected. Do not select a factor definition based on a single word or phrase. The entire definition needs to be assessed to ensure that it appropriately fits the description contained within the PDF.
- 4a) It is important to determine whether the example provided in the PDF reflects a core or significant skill, responsibility or activity. Also a determination must be made whether the skill, responsibility or activity is "**regular & recurring**" or "**occasional**".

"**Regular & recurring**" may not be readily identified as a quantitative amount of time. If a specific task occurs daily or weekly, it is easily identifiable as "regular & recurring". However, a specific task that occurs once or twice a year, every year, and takes up about 25% of the work year should also be recognized as "regular & recurring". Any task or responsibility that is an integral part of the position's work and is expected or consistently relied on should be considered "regular & recurring".

O'Neil, (Trush, Confederation) June 10, 2008

"This would indicate that D/W would be a more accurate indication for the combined training function." (page 15)

"...the training functions are a major component of the job." (page 16)

"In the result, it is my finding that the appropriate rating for the Communication factor is level 4, regular and recurring." (page 16)

Springate, (Bates, Mohawk) April 12, 2010

"As noted above, the manual states that: "any task or responsibility that is an integral part of the position's work and is expected or consistently relied on should be considered 'regular and recurring'." (page 20)

"Further, given that this factor is meant to address the environment in which work is performed, it is appropriate to look at the two aspects of the grievor's job together and in doing so I conclude that they justify a level 3 rating on a regular and recurring basis." (page 20, 21)

The term "**occasional**" can be considered in a few different time frames. It can be defined as once or twice a month or three or four times per year. It is important to remember that this term is to be considered when identifying **significant** skills or responsibilities associated with activities that occur for a short period of time, on a few occasions or sporadically throughout the year.

Ultimately, the primary focus is to determine whether the skill, responsibility or activity is of note and as such needs to be reflected in the evaluation. For example, if a description or example in the PDF applies to a skill that is used 5% of the time and is deemed to be a notable element of the position, it should be captured at the "occasional" level. However, if a skill is used about 5% of the time and it is not a significant differentiating element, it would not be helpful to assign the "occasional" level to the work being described.

No matter how often the activity occurs, however, the skill or responsibility must be important and without it the position duties could not be performed.

- 4b) If the factor has both a "regular & recurring" and "occasional" component to it, you first select the appropriate factor level for "regular & recurring". The next step is to identify whether the "occasional" element that has been listed in the PDF, should be recognized.

If it is noteworthy, you will then determine the factor level that best describes the "occasional" element. If the selected factor level for "occasional" is at a higher factor level than the level assigned to "regular & recurring", record the points in the appropriate column. Otherwise, the "occasional" element and associated points are ignored.

For example, under the factor "Analysis and Problem Solving", if level 3 is selected as the "regular & recurring" requirement of the position and there is no significant skill level needing to be recognized occasionally, then 78 points would be recorded. If, at times level 4 is required and this requirement is considered as a significant and differentiating element of the job, then record 78 points for level 3 ("regular & recurring") and 9 points for level 4 ("occasional") for a total of 87 points. It would be unusual for the "occasional" element to be more than one level higher than the level identified as "regular & recurring".

Providing additional points at the "occasional" level permits the recognition of specific elements of work that should be noted but are not captured in the progression from one level to the next in the "regular & recurring" component of the work. You will notice that the same number of points have been assigned to each "occasional" level. Consequently, skills and responsibilities required occasionally cannot cause an increase to the factor level points so that they are equal to or greater than the points for the next factor level under "regular & recurring". This allows for individuals who occasionally perform duties at any of the higher levels to be recognized equally regardless of the "occasional" level assigned.

5. The "Notes to Raters" and "Definitions", which have been provided for each factor, **must** be followed. These provide directions for interpreting the factor and the levels within and clarifying the intent of the factor. They also provide raters with appropriate directions for interpreting the information in the PDF.
6. Record the factor level and the points assigned to it. A sample "Job Evaluation Form" is contained in the appendices.
7. Proceed to the next factor until all 11 factors have been reviewed using the steps outlined above.
8. When all factors have been evaluated, the point values in the columns for "regular & recurring" and "occasional" are added together to determine the total point rating for the position.
9. For internal consistency purposes, the College should compare the total point score for the position to other evaluated positions for interpretation of the factors.
10. Determine the appropriate payband by referencing the "Payband Determination Schedule", contained in the Manual, which outlines the range of total points that have been established for each of the paybands.

Preparation for Arbitration

Once you have gone through the steps in Article 18.5 and the grievance has not been settled, it is up to the grievor to decide whether or not to go to arbitration (18.5.2.3). Call your Staff Representative if you need information or assistance at any point in preparing a classification grievance for arbitration.

Send copies of all documents to your regional office to refer to arbitration. The regional staff will forward the information to the Grievance Department at Head Office. The Local will be notified of the hearing date and the name and address of the Arbitrator.

While it is contemplated, by its very nature, that the expedited process be arbitrator driven and non-legalistic, in most cases local stewards and or classification stewards should be able to represent at an expedited hearing. This does not preclude the use of a Grievance Officer or legal counsel, if required. This should be communicated at the earliest possible stage to OPSEU or at the time of the filing of the grievance. This will ensure proper attention to the matter. Remember you must notify the College of your intention to use legal counsel, at least 10 days prior to the hearing (18.5.3.6).

Supporting information is contained in Articles 7.2 and 7.2.1.

7.2 Position Description Form

Each employee will be provided with a copy of his/her current Position Description Form (PDF) upon the date of hire and/or at the employee's request.

7.2.1 Classification Information

Within ten (10) days of receipt of the written request by an employee, the College will provide to the employee, the point rating by factor for his/her position.

Once it is referred to arbitration, the arbitrator may decide that a particular complaint is so complicated that it should be referred to the regular arbitration procedure, heard by the same arbitrator or a different arbitrator and two nominees or if the parties agree may be heard by a sole arbitrator under the regular arbitration procedure.

Perhaps, for example, the arbitrator sees a need for more witnesses that go beyond those that are allowed under the quick arbitration procedure; or the arbitrator decides that the rights of the grievor will be better protected under the regular process. This can happen before the case is heard, during the arbitration hearing, or as a decision handed down by the arbitrator. There is also a provision under Article 18.5.2.5 that allows, under a mutually signed written agreement by the Local Union and the College, the right to refer the matter to an Arbitration Board.

A subsequent referral will not result in any penalty to the grievor. The grievor will not lose retroactivity, because a grievance is always based on the **original** grievance form/date.

Documentation

If the grievor is not already keeping a record of any information that supports his/her complaint, this record-keeping should start as soon as the grievance is filed.

In the quick arbitration process, there are documents that must be sent to the arbitrator, so start early. This work cannot be left to the night before the hearing. In fact, information not received within appropriate time frame will not be admissible at the hearing, per Article 18.5.3.4.

You will need four things:

- a copy of the PDF supplied by the College
- a copy of the grievance
- a completed Arbitration Data Sheet
- a written Union Submission (Brief)

Send this material to the arbitrator by courier to arrive at least fourteen days – if not earlier – before the hearing. **All days are working days, exclusive of Saturdays, Sundays and statutory holidays (as per Article 18.1.2).** Keep copies of all documents for the Local Union and Staff Representative. All letters and materials given to the arbitrator should be copied and given to management.

The purpose of sending the Union brief to management is to allow all parties full and complete information. The college shall exchange written briefs with the Local Union on the fourteen (14) day, time period, as laid down in Article 18.5.3.4.

Article 18.5.3.4 states the following:

"The following shall be received by the Arbitrator no less than fourteen (14) days prior to the hearing:"

- the PDF supplied by the College;
- a completed Arbitration Data Sheet;
- a brief written submission by the Union describing the grievance and referencing appropriate section(s) of the PDF;
- a brief written submission by the College

The parties shall deliver their written submissions to the other party at the same time that they are forwarded to the Arbitrator.

Do not wait for management! Send the Union Brief with documentation to the Arbitrator within the contractual time frame.

The Local Union is responsible for filling out the Union part of the Arbitration Data Sheet. A sample Arbitration Data Sheet is printed on the following page.

If the Position Description Form is agreed on, and only the rating is in dispute, check the top box.

If the contents of the Position Description Form are in dispute, check the bottom box and note the areas of disagreement in the section **Specific Details of this Disagreement**, as an attachment.

For example:

Position Description Form; Duties and Responsibilities

Disagree with percentage of time assigned to monitoring and assessing students' work. (See Union written brief attached).

Position Description Form; Factor 11, Working Environment

College failed to include travel requirements (See Union written brief attached).

The Union Evaluation in the rating section must be completed. Both the grievor and the steward or staff person involved should sign the Arbitration Data Sheet

Written Submission Tip Sheet

Specify the differences between management and the Local Union about the Position Description Form, which should be point rated. Point rating provides a double check on the accuracy of management's rating.

- Focus your presentation on the language in the evaluation system manual used in the point rating, and give concrete examples of these terms.
- Describe the grievor's skills, responsibilities, effort or working conditions that support the Union's rating.
- Supply any and all data from the grievor's records that support your case.
- Indicate the expected retroactive date.
- Avoid overkill. Be precise and focus your presentation on the areas **in dispute**. The areas in dispute are usually specific. The issue can often be narrowed to the point where the disagreement is whether the activity is Regular & Recurring or Occasional.
- Use the buzz words found in the manual, refer to the glossary of terms contained in both the guide and the manual.
- You will not be allowed to submit further documentation at the hearing — **so put all relevant material in the brief.**

The Written Submission (Brief)

In the quick arbitration procedure, both the Local Union and management must attach a written submission — called the "Brief".

The purpose of the brief is to provide a preliminary overview about what the grievor actually does and the ruling flows from that process.

The brief is very important. It is the first and only statement of the Grievor's case to the Arbitrator. It speeds up the process by providing the Arbitrator with essential background information prior to the hearing. The Brief lets the arbitrator know why the College rating is inadequate and how the Union's rating is preferable as it relates to the manual.

The brief should contain the evidence and arguments developed and used in presenting the grievance to local management at Steps 1 and 2. It should also include any additional arguments or information developed after the completion of Step 2.

The brief must contain all the evidence, arguments and supporting documentation. Neither the Union nor the College can suddenly add new documents during the hearing (Article 18.5.3.4).

Therefore, if the College adds any new evidence - object and indicate to the arbitrator that this is a violation of Article 18.5.3.4 and demand that the arbitrator rule on the objection before proceeding further.

A brief needs to set out the basis for the Union's position and should be kept simple so that it does not result in a confusing document that doesn't help the arbitrator to understand why the Union is seeking the rating they want.

When developing your arguments, always keep in mind that if you **cannot** relate your argument to the language the parties have negotiated, you will be weakening your case.

Also, remember, in a brief (hence the name) less is more.

Establish a consistent format for each grievance;

- Union's Submission: This is where you briefly describe the position with some background.
- Introduce the factor(s): A brief description of the factor(s) and why the Union seeks the rating it is after. (As much as possible, be sure to tie this to the language of the manual negotiated by the parties.)

- Issues in Dispute: Include evidence and arguments developed and used in presenting the grievance to local management at Steps 1 and 2. It should also include any additional arguments or information developed after the completion of Step 2.
- Finally provide a summary with a short convincing argument. Always keep in mind that the summary should clearly identify with the Manual.

The PDF for the purpose of the hearing is the one given to the Union at the **outset of the Grievance Procedure** for better or worse.

Sample

Written Submission for Arbitration

Cover Page

IN THE MATTER OF A CLASSIFICATION ARBITRATION

Between

OPSEU (Grievor's Name)

And

(Your College)

For the Union

(Grievor)

(Union Representative)

(Union Representative)

(observers, if applicable)

TABLE OF CONTENT/INDEX

1. Grievance Form
2. Arbitration Data Sheet
3. Position Description Form Dated (insert date)
4. Union submission on the specific areas in dispute
5. List any additional material if applicable

OPSEU
SEFPO

GRIEVANCE FORM

OPSEU # (Assigned by OPSEU)

Last Name: Doe	First Name: Jane	Membership #	000000
Address/Street 123 Nowhere Street		OPSEU LOCAL NO. 000	
Town/City Someplace	Postal Code X0X 0X0	R.O.F. #	
Home (123) 456-7890	Bus Tel: (123) 123-1234 ext. 1234		
Payband X	Date of Hire January 1, 1900		
Position Title Some Job	Section or Department	XXXXXX	
Employed By No Name College	Sector CAAT - Support		
Work Location 123 Nowhere Street			
Town/City Anywhere	Postal Cod X0X 0X0		
Statement of Grievance			
In accordance with article 18.5 of the Collective agreement and the Support Staff Job Evaluation Manual, I grieve that my position is incorrectly evaluated at payband X.			
Settlement Desired			
I want to be made whole with full retroactivity plus interest. I claim my position should be evaluated at payband Y.			
Signature Of Grievor Jane Doe		Date: Jan X, 1900	
Name/Signature of Steward Joe Doe		Tel: (123) 123-1234 ext 1234	
Name/ Signature Of Local President Janice Doe		Tel: (123) 123-1234 ext 7890	
I HEREBY SUBMIT THE ABOVE GRIEVANCE TO: (Please Print)			
Management/ Official Jack Doe		Tel: (123) 123-1234 ext 0000	
		Fax: (123) 123-0000	
		Position: Title	
100 Lesmill Road Toronto, Ont M3B 3P8	Telephone (416) 443-8888	Toll Free 1-800-268-7376	TDD 1-800-663-1070 Or (416) 443-9898
Copy for: Management	Steward	Grievor	Regional Office Arbitrator

Arbitration Data Sheet - Support Staff Classification

College: No Name College Incumbent: Jane Doe Supervisor: Jack Doe

Current Payband: H 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						
1B. Education	1	3			1	3						
2. Experience	5	69			5	69						
3. Analysis and Problem Solving	3	78			3	78	4	9				
4. Planning/Coordinating	2	32			3	56						
5. Guiding/Advising Others	4	41			4	41						
6. Independence of Action	3	78			3	78	4	9				
7. Service Delivery	2	29			2	29	3	6				
8. Communication	4	110			4	110						
9. Physical Effort	1	5			1	5						
10. Audio/Visual Effort	2	35			2	35						
11. Working Environment	1	7	2	9	1	7	2	9				
Subtotals	(a) 535		(b) 9		(a) 559		(b) 33		(a)		(b)	
Total Points (a) + (b)	544				592							
Resulting Payband	H				I							

Signatures:

Grievor	Date	College Representative	Date
Union Representative	Date		
Arbitrator	Date of Hearing	Date of Award	

Be sure to insert grieved PDF

SYNOPSIS OF THE UNION'S POSITION

The Admissions Advisors in the Registrar's office at XYZ College are currently at Level H of the new Classification System. They seek placement at Level I. The content of the PDF is not in dispute between the parties.

The Admissions Advisors' work is organized in accordance with specific academic programs and they work in tandem with a partner who is able to cover vacation periods or other absences. The most recent organization of their areas of responsibility is set out at the last page of these submissions.

More specifically, some of the Admissions Advisors' activities include the following:

- Evaluation of admission requirements to determine eligibility, advising on access and remedial preparation required to qualify for the applicant's program of choice
- Management and evaluation of applicant data and making recommendations for meeting but not exceeding enrolment targets
- Determining and co-ordinating the qualified applicant pool, offers of admission and wait lists
- Pursuing non-qualified prospects and applicants to recruit, determine admissibility and advise mature students of appropriate remedial options

Where Student Success Advisors are assigned to specific academic areas and work directly with students in their area, the Admissions Advisors combine the elements of recruitment and student advising in an integrated role. For example, the spokesperson for this group, Theresa Bain, is responsible for many of the Skilled Trades areas, Aboriginal Students' programs, General Arts & Sciences, Pre-Trades and Pre-Health among other program areas.

Further to that point, the college has a number of pre-entry programs in areas such as Business, Technology, Health Sciences, General Arts & Science and Graphic Media. A student might enrol in a Pre-Health program, for example that would expose them to the range of options available in that academic stream to better allow them to prepare for or choose a program that is right for them. These Programs can also allow a student to acquire more appropriate or improved qualifications for entry into a particular academic area where they might like to study but for which they lack some of the key requirements (such as sufficient math courses for an Engineering Program). Admissions Advisors often do presentations to these groups to clarify what the programs can offer and also what they cannot offer.

SPECIFIC AREAS IN DISPUTE

There are three factors in dispute between the parties. They are:

- Analysis & Problem Solving
- Planning and Coordinating
- Service Delivery

1. Analysis & Problem Solving

The Union is seeking a Level 4 – 110 points on this Factor.

It is the Union's position that a Level 4 on this factor is a better fit. Page 10 of the PDF sets out the concept of a Strategic Enrolment Management Plan; in other words, there are enrolment targets that are expected to increase by 2% annually and College funding is entirely dependent on these targets being met. It is submitted that the process in and of itself as set out on Page 10 under example #3 requires the sort of investigation that is contemplated by a Level 4. These can be complex and multi-faceted issues. It is not a simple matter of reviewing lists of non-eligible applicants or expired offers etc.

In the PDF, it states that the incumbent is required to apply "conversion strategies and develop a relationship with the customer". The Admissions Advisor is required to assist the potential student to identify "and overcome" obstacles and barriers so as to facilitate their admissibility. The Union suggests and it will be the grievor's evidence that this is neither a straight forward nor a simple task.

It is apparent from the PDF that the Admissions Advisors are required to exhaust many avenues in their quest to improve admissibility of previously unqualified applicants. The total student enrolment in all programs is about 7500 students. About 3000 of these apply every term and include mature students, students with international and/or out of province transcripts, applicants whose first language is not English, home-schooled students whose educational levels take considerable time to assess and other non-traditional applicant sources. Prospective students who fall into any of these categories are, by definition, a high maintenance group whose needs are more complex and less well-defined than those of the traditional student enrolling out of secondary school.

This is a very labour-intensive group to manage with respect to determining their admissibility. To the extent that these populations can constitute more than 40% of the Admissions Advisors workload, it is submitted that the situations they face with this cohort are not readily identifiable and by inference, require further investigation and research to enhance their admissibility quotient.

Accordingly, the Union believes that a Level 4 (110 points) on Factor 3 is the more appropriate rating on the factor of Analysis and Problem Solving.

2. Planning and Coordinating

The Union is seeking a Level 3 – 56 points on this factor.

The Union submits that Level 3 on this factor is more reflective of the nature and extent of the responsibilities carried out by the incumbents. Specifically, they decide the order and select or adapt methods for completing their work in relation to the type of prospective student they are working with. Notwithstanding obvious deadlines, they are entirely self-directed.

The nature of the work contemplated by a Level 3 is much less orderly than that contemplated by a Level 2. To a greater extent, the incumbents operate on a triage system with particular admission activities geared to specific admission dates in the academic year. Additionally or concurrent with those activities, they are required to be mindful of the ever present enrolment targets and are required to make every effort to qualify applicants who at first blush may appear to be lacking the requisite admission requirements.

Additionally, the incumbents' work affects or is affected by others to the extent that they participate in recruitment activities; these include, but are limited to attending Open Houses for parents and prospective students, attending VIP Saturdays for secondary school students as well as Program Specific orientations and New Program launches etc.

Given that more than 40% of the applicants they work with are likely to be drawn from non-traditional groups, the incumbents are required to adapt their work methods to maximize the potential for these applicants. The level of accountability as is set out in the PDF at Page 14 for assessing and analyzing ineligible applicants and the dual pressure of meeting their needs, other applicants' needs and the enrolment targets takes the incumbents' work beyond the way the concept is envisioned at a Level 2 of this factor.

Accordingly, for the foregoing reasons, the Union believes that a Level 3 – 56 points is the more appropriate rating on this Factor.

3. Service Delivery

The Union believes this factor should be rated at a Level 3 – 51 points.

Level 3 of this factor refers to the need to "tailor service" to the needs of the customer, in this case the applicants. This is particularly descriptive of the manner in which the incumbents approach the applicants from non-traditional groups that comprise close to 40% of the student body. In order for the position to provide the "right" kind of service, the incumbents must have as complete an understanding of the applicant's situation as possible in order to enhance their admissibility or ensure admission into the program appropriate to their educational background.

For example, the process of qualifying a home-schooled applicant can be particularly detailed and complex. Likewise with some mature students, the incumbents are required to effectively customize their approach to identify barriers that need to be overcome in order to facilitate their admission to a desired program or alternatively, point them in a more appropriate direction consistent with their abilities.

The need to understand the applicant's needs and perhaps fashion a unique solution for them is characteristic of the type of tailoring of service contemplated by Level 3. For example, working with a new immigrant whose English skill may be a barrier to reaching his academic goal means an incumbent must extract the necessary information from such an applicant in order to establish and explain the steps required to meet his goals.

To the extent that a significant percentage of the applicant population (approximately 3000 applicants each term – PDF Page 10) is drawn from groups where there is an "application deficiency", the incumbents are required to customize their approach for these prospective students.

Accordingly, the Union believes that a Level 3 – 51 points is a more appropriate rating on this Factor.

SUMMARY

The PDF that is before you is agreed upon and provides substantial detail with respect to the incumbents' work. The Union submits that it reinforces the Union's position on the factors in dispute and this position will be further supported by the oral evidence you will hear. At the end of the day, we are confident that the evidence of the grievor(s) supports the Union's position.

More particularly, it is submitted that the nature of the work and the ratings sought by the Union are consistent with the PDF language. Accordingly, for the foregoing reasons, we respectfully ask that you award the incumbents the adjustment they seek in their classification grievance and confirm that they should be a **Level I** with a total of **636 points** including these disputed factors:

Factor 3: Analysis & Problem solving	Level 4	110 Points
Factor 4: Planning/Coordinating	Level 3	56 Points
Factor 7: Service Delivery	Level 3	51 Points

Respectfully submitted on behalf of the Grievor(s),
Mary Anne Kuntz, Senior Grievance Officer

Arbitrator Feedback Summary

In general, arbitrators reported that the briefs they receive are quite good. They all reinforced that the following structure is the most helpful:

- table of contents
- copy of grievance form
- arbitration data sheet
- PDF – the one furnished at Step I (18.5.2.1), good or bad, agreed on or not
- brief background about the position with a general overview of how the position fits into the College picture
- Union's submissions on disputed points, with relevant reference to the pages from the Manual

Feedback Points

Without exception, all reinforced that LESS IS MORE!

Many commented about briefs that are too long. Primary reason seemed to be inclusion of documents that did not relate to or support the Union's argument.

Inclusion of examples of documents that relate directly to factors in dispute can be helpful (for example: an example of a detailed report (regularly prepared) may relate to Analysis and Problem Solving or communication etc., if any of those factors are in dispute). If there is no explanation of how the included documents tie to the argument, the Arbitrator is left to pore over paper with no sense of how they relate to the dispute.

An example:

One brief included huge amounts of information suggesting that there was a health and safety aspect to a case where the Union sought a Level 3 Regular & Recurring on Work Environment (continuous exposure to hazardous elements). The grievors were Clerks and they were trying to sell distractions from students and noise as a Level 3.

The attempt to suggest a health and safety problem was not supportable. Such an argument diminished their over-all case and trivializes real health and safety issues.

All arbitrators said the only relevant PDF is the "official" one in place at the time of the grievance, signed or unsigned, agreed or in dispute. Alternative versions, previous versions or examples of how the grievor would write their PDF are not useful.

Arbitrators are clear that they examine the factors in dispute, **not rewrite the PDF.**

A large brief immediately leads to questions in the Arbitrator's mind about whether expedited is appropriate or whether the case is fundamentally weak from the get go. Some large briefs have led directly to orders to a full Board that complicates and delays the result for the grievor.

Most important part of brief: UNION ARGUMENT

Inadequate argument (or no argument at all) was the most common criticism. A statement that the factor in dispute should be rated higher is not an argument. Likewise, a statement that the grievor believes the factor is worth a higher rating is not helpful without an explanation of "why".

Where the PDF is agreed on, arbitrators advise tying the supportive parts of the PDF to the factors in dispute. If the supporting part of the PDF relates to a part of the job that is not done often, then it is difficult to succeed in obtaining a Regular & Recurring rating for a factor when the example only applies to a task performed less than 5% of the time.

One example where PDF and evidence did not support higher rating:

Physical Effort – a staff member in the bookstore where the physical effort related to lifting books either when they arrive or are returned to the publisher.

Union was seeking Level 3 (recurring heavy physical effort) while the Employer had rated it at Level 2 (regular moderate physical effort with occasional periods of heavy physical effort).

Evidence from grievor states weight of boxes are between 25-75 lbs. Employer's evidence confirmed that the industry standard for shipping boxed books is 35-50 lbs. Grievor's evidence was that he did this lifting about 5% of the time. For the Arbitrator, Level 2 was the best fit based on the evidence. 5% of the time does not meet the threshold to describe a task as being done on a Regular & Recurring frequency.

One example where PDF and evidence did support a higher rating:

Independent Action was the factor in dispute. College rated a Level 2 on Independent (established procedures and specific guidelines) and the Union sought a Level 3 (general processes and freedom to determine how tasks should be completed).

Evidence of the grievor was preferred. The grievor's examples provided clearly that a range of options was at the grievor's control. Level 3 was awarded.

Incorporate evidence at the hearing into the summary remarks

Arbitrators remarked that too often, spokespersons (for both sides) simply repeat the arguments written in the brief without regard to what the grievor or the supervisor may have said in the hearing. The hearing testimony is the "evidence" – it gives meaning and context to the PDF. The grievor may actually expand on a part of the work in response to the Arbitrator's questions in a way that reinforces or supports the Union's argument in a better way. Use it to your advantage.

For example:

A grievor may express how he/she is supervised more clearly at the hearing and this may be more effective than the PDF language. If so, use that evidence in support of your case. Likewise, where a supervisor's evidence contradicts the language of a signed PDF, make sure you bring that inconsistency to the Arbitrator's attention. It is not open to the employer to back away from the signed PDF but that point may have to be made clear to the arbitrator when you summarize the evidence presented.

The whole purpose of the hearing is to lead oral evidence to reinforce the information in the brief. **The brief is not evidence.** It is only designed to assist the Arbitrator to get a sense of what issues are in dispute. **The Arbitrator is not required to make your case – you and the grievor must do that.**

Include some background to the dispute

Several Arbitrators said they find this helpful. Remember that the Arbitrator may know nothing about either the system or the grievor's working environment. How does the position in dispute relate to other positions in the same department? What other positions does the incumbent work with? To whom does he/she report? What is the department's function and how are duties distributed throughout the department?

Background can include some information about the history of the dispute. A brief one-paragraph narrative setting out which grievance steps were held and what adjustments either party made is sufficient. Excessive detail about what occurred during the grievance procedure is irrelevant – the case is at arbitration and any discussions that took place during the grievance procedure cannot be used to support your current case. Just because the Employer may have been willing to settle for one payband during the grievance procedure does not mean they are bound to follow through. All bets are off at arbitration.

Other comments:

- Critically evaluate the grievor's classification complaint – avoid a scatter-gun approach – it can have the effect of indicating from the outset that the case is weak.
- Focus on the factors you can support. Doing otherwise diminishes and distracts from your good arguments.
- A disputed PDF means specific precise details are missing. For example: where a PDF fails to note the need for things like computer skills, guiding and advising students or part time staff, project management, budget preparation duties or regular heavy lifting – such a PDF will likely be in dispute. If the Duties and Responsibilities section is reasonably complete, then the differences are not in content.
- Resist the temptation to recommend putting forward a case you really cannot make.

Note: All scenarios have been developed to assist Stewards build Briefs. They are not from actual cases.

The Hearing

Expedited hearings are heard by a single Arbitrator, selected from the list contained in Article 18.5.3.1. The Arbitrator may be selected by mutual agreement or referred to the Grievance Scheduling Committee to be selected by lot.

In the case of identical Position Description Forms for more than one grievor, each complaint may be arbitrated separately, or a group grievance may be filed. Put your "best facts" case first – the grievor with the most clearly documented case.

Anyone giving evidence could be sworn in.

At the hearing, there will be up to three Union Representatives, one of whom is the grievor. Union Representatives may include members of the Local Executive, OPSEU staff or any bargaining unit member whom the grievor and the Local Union feel will strengthen the case.

There will be up to three Management Representatives. The Management Representatives may include any managerial employees or witnesses as management chooses. One member of the management team will probably be the grievor's Manager or Supervisor. If management chooses to use legal counsel, the lawyer is part of the count.

Hunter, (Kelly, Fanshawe) June 15, 2009

"I have concluded that council is a "Management representative" for the purpose of Article 18.4.3.6 (Collective Agreement 2008 to 2011)..." (Page 5)

If mutually agreed, one or more observers may be allowed to attend, but observers are not allowed to speak or aid in the introduction of evidence. This agreement must be in writing.

The Arbitrator, who is in charge of the proceedings, controls the hearing. Respect the Arbitrator's position.

One person from each side is designated spokesperson. At the conclusion of the hearing, the spokesperson from each party will summarize the case.

The Union spokesperson's job is to summarize the evidence at hand and highlight the strongest arguments. You have only 15 minutes!

The Arbitrator's job is to clarify the information given in the written briefs, to assemble additional information on the nature of the conflict and to make a final, binding decision.

The Arbitrator will question the grievor and any representative, on either side.

Remember, the system is arbitrator-driven. Keep your case simple and factual when answering questions.

The grievor will probably answer most of the questions and must be prepared to talk about his/her job. **No one knows a job as well as the person who performs it.**

During the Hearing if the College attempts to change or disregard examples included in the PDF, specifically where the Union is not challenging the content of a specific factor but rather the evaluation of the factor, **strongly object.**

Tims, (Midgley, Humber) October 14, 2008

"...it is not open to the College at this stage of the proceedings to effectively ask me to disregard examples included in the PDF when determining appropriate rating..." (Page 12)

Management must tell the Local Union at least five (5) days before the hearing who their representatives will be. The Union must follow the same rule. It is the intention of OPSEU and the College Employment Council that lawyers will not generally be used in this process. Notification of at least ten (10) days is required if lawyers are to be used (Article 18.5.3.6).

If management tells you they intend to use a lawyer:

1. Object strongly
2. Inform your Staff Representative
3. Inform OPSEU Head Office, Grievance Department Intake Officer

The Location

The Local Union and Management must agree on the location of the hearing. The Union should make sure the grievor would not be intimidated by the surroundings. The setting chosen may be in the college or on neutral ground outside the college. If there is no agreement between the parties, the Arbitrator will select the location (Article 18.5.3.5).

Translation

A translator may be present if necessary. The side that requests the translation service is responsible for the cost. If the Union side requires a translator, you **must** clear the request with the Grievance Department, in advance.

Decision

The Arbitrator may give a verbal decision at the end of the hearing. In any event, the decision will be put in writing within fourteen (14) days.

The Arbitrator's decision is final and binding, as stated in Articles 18.4.6 — 18.4.7 inclusive.

APPENDIX A

Notes to Raters

It is extremely important that the factors be clearly understood and interpreted in a consistent manner. Therefore, Notes to Raters have been provided to give raters guidance and direction in understanding and interpreting the factors.

The following points are important to the evaluation process and must be followed when using this manual:

1. 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.
2. Each position will receive a point score under **each** factor. In factors that have both the "regular & recurring" and "occasional" components, select only one factor definition for each. For example, if in addition to "regular & recurring", you determine there is an "occasional" component that should be recognized, then select the factor definition that best describes that "occasional" element. The selected factor level must be a higher level than the level assigned to the "regular & recurring" component of the position. If the PDF describes multiple "occasional" elements, then review each one separately and assign the highest factor level that you have identified.
3. There are eight (8) factors that allow for an "occasional" value to be scored. If the evaluation of a position results in "occasional" values for 4 or 5 factors that position should be examined carefully. There could be a problem with the PDF not accurately reflecting the essential duties of the position or it may simply be the manner in which the job has been designed.
4. Read the entire definition of each level in a factor to get an accurate understanding of what it encompasses. Avoid any tendency to evaluate on the basis of a single word or phrase without assessing the entire definition.
5. The definitions provided for a factor pertain only to that factor. A "Glossary of Terms" has also been provided in the appendices.
6. Ongoing assigned "lead" or coordination duties that are an integral part of the position should be included in the PDF and evaluated as such.

APPENDIX B: Sample Job Evaluation Form

Incumbent: _____ Supervisor: _____

Position Title: _____ Current Payband: _____

Effective Date of PDF: _____ Date of Evaluation: _____

Factor	Comments	Regular & Recurring		Occasional	
		Level	Points	Level	Points
Education					
Education					
Experience					
Analysis/ Problem Solving					
Planning/Coordinating					
Guiding/Advising Others					
Independence of Action					
Service Delivery					
Communication					
Physical Effort					
Audio/Visual Effort					
Working Environment					
Subtotals		(a)		(b)	
Total Points (a) + (b)					
Resulting Payband					

Additional Comments:

APPENDIX C: 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												
1B. Education												
2. Experience												
3. Analysis and Problem Solving												
4. Planning/ Coordinating												
5. Guiding/Advising Others												
6. Independence of Action												
7. Service Delivery												
8. Communication												
9. Physical Effort												
10. Audio/Visual Effort												
11. Working Environment												
Subtotals	(a)		(b)		(a)		(b)		(a)		(b)	
Total Points (a) + (b)												
Resulting Payband												

Signatures:

Grievor	Date	College Representative	Date
Union Representative	Date		
Arbitrator	Date of Hearing	Date of Award	

APPENDIX D: Letter of Notification

Within fourteen (14) days of the Step 1 (2) response, the College must be informed in writing that the complaint is going to arbitration. Examine the Letter of Notification below, and use it as your guide.

MEMORANDUM

DATE: Within 14 days of College Response to Step 1 (2)

TO: College President or Designee

FROM: Local Union Officer

SUBJECT: Classification Grievance
(Grievor's Name) per Article 18.4.3

Please be advised that your response to Article 18.5.2.1 Step 1 (18.5.2.4, Step 2), is not satisfactory. We are proceeding with this Classification Grievance as outlined in the Collective Agreement for Support Staff, Article 18.5.3.

Signed,

Local Union Officer

cc: Grievor
Local President
OPSEU Grievance Department
Staff Representative