

Date: 20090911

Files: 166-02-34024, 34033,  
35595 and 35596

Citation: 2009 PSLRB 109



*Public Service  
Staff Relations Act*

Before an adjudicator

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BETWEEN

DONNA PARKER, CORINNE MARIE MCKAY,  
DIANE MARILYN MARIT AND LAURIE RUTH ORANGE  
Grievors

and

TREASURY BOARD  
(Department of Human Resources and Skills Development)  
Employer

Indexed as  
*Parker et al. v. Treasury Board (Department of Human Resources and Skills  
Development)*

In the matter of grievances referred to adjudication pursuant to section 92 of the  
*Public Service Staff Relations Act*

**REASONS FOR DECISION**

***Before:*** John A. Mooney, adjudicator

***For the Grievors:*** Debra Seaboyer, Public Service Alliance of Canada

***For the Employer:*** Jennifer A. Lewis, counsel

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Heard at Saskatoon, Saskatchewan, October 11 and 12, 2007 and  
April 29 to May 2 and December 2 to 5, 2008.  
(Written arguments filed on December 22, 2008  
and January 9 and 26, 2009.)

## REASONS FOR DECISION

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### **I. Grievances referred to adjudication**

[1] In their grievances, Donna Parker, Corinne Marie McKay, Diane Marilyn Marit and Laurie Ruth Orange (“the grievors”) allege that Human Resources and Skills Development Canada (HRSDC), formerly Human Resources and Development Canada (HRDC), failed to provide them with a complete and current statement of duties and responsibilities, in contravention to clause 55.01 of the collective agreement signed between the Treasury Board (“the employer”) and the Public Service Alliance of Canada (“the bargaining agent”) on November 19, 2001, for the Program and Administrative Services Group bargaining unit (expiry date: June 20, 2003) (“the collective agreement”) (Exhibit G-1). Mes. Parker, McKay, Marit and Orange filed their grievances on November 25, November 19, June 17 and June 19, 2002, respectively. Each grievor indicated in her grievance the duties and responsibilities she wanted added to her work description. Clause 55.01 reads as follows:

#### **ARTICLE 55**

#### **STATEMENT OF DUTIES**

*55.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization*

[2] The grievors presented their grievances up to the final level of the grievance process without obtaining satisfaction. Mes. Parker and McKay referred their grievances to adjudication on April 14, 2004. Mes. Marit and Orange referred theirs on January 12, 2005.

[3] On April 1, 2005, the *Public Service Labour Relations Act*, enacted by section 2 of the *Public Service Modernization Act*, S.C. 2003, c. 22, was proclaimed in force. Pursuant to section 61 of the *Public Service Modernization Act*, these references to adjudication must be dealt with in accordance with the provisions of the *Public Service Staff Relations Act*, R.S.C., 1985, c. P-35 (“the *PSSRA*”).

[4] The parties attempted to resolve these grievances through mediation, unsuccessfully. Hearing dates have been set pursuant to the parties’ availability.

## **II. Contextual evidence**

[5] All four grievors testified, and the employer called three witnesses over ten days of hearing.

[6] The grievors work or worked as programs officers classified at the PM-02 group and level for the HRSDC. Mses. Orange and Marit work at the Kelowna office in British Columbia (B.C.). Ms. McKay worked at the Saskatoon office in Saskatchewan, and Ms. Parker worked at the Melfort office, also in Saskatchewan.

### **A. The grievances of Mses. Orange and Marit**

[7] Mses. Orange and Marit work in identical positions at the same office, and they asked that almost identical duties be added to their work descriptions. Ms. Orange asks that the duties listed in Exhibit G-3 be added to her work description, while Ms. Marit asks that the duties and responsibilities listed in Exhibit G-11 be added to hers. The ten items in Exhibit G-11 are almost identical to the first ten items in Exhibit G-3. I will highlight the minor differences later on in this decision. Ms. Orange has added five extra items to her list of duties (Exhibit G-3) and another one in an email appended to that exhibit.

[8] Ms. Orange has worked at the Kelowna office of the HRSDC, since June 2000. She has worked the entire time in the Employment Unit, except for a short period, from December 2005 to September 2006, when she worked for the Homelessness and Urban Partnership Branch.

[9] Ms. Marit has worked for HRSDC at the Kelowna office since 1991. She started as an employment counsellor and then accepted a programs officer position in 2000.

[10] Sandra Varchol, Manager, Programs, Okanagan Valley (B.C.), HRSDC, testified for the employer about the work of Mses. Orange and Marit. Ms. Varchol has been working for the federal government for 25 years. She started working at a Canada Employment Centre in 1984 as a student placement officer. She held several positions with the HRSDC and with its predecessor, the HRDC, including working as a communications consultant. In 2002, she managed the HRSDC's programs in the Okanagan Valley, which includes offices in Kelowna, Penticton and Vernon. The Kelowna office is her home base. In 2004, she accepted a nine-month assignment to manage insurance processing for the HRSDC in Kelowna. She still works in the Kelowna office.

[11] Ms. Varchol has supervised Ms. Orange since 2000 and Ms. Marit since 2002. Both reported to a team leader, who reported to Ms. Varchol. A Team Leader assigned work to Meses. Orange and Marit and kept Ms. Varchol apprised of their work. Until 2006, Ms. Varchol spent approximately 95 percent of her time managing from the Kelowna office, where the grievors are located. She is familiar with the grievors' workload and activities. Ms. Varchol is accountable for the projects the grievors work on, the processes they use to solicit applications for those projects and the overall direction of the unit in relation to the labour market programs that the grievors implement.

[12] Ms. Varchol explained that the work of programs officers in B.C. is different in some respects from the work of programs officers in Saskatchewan. In B.C., labour market programs are sometimes co-managed with the provincial government. The programs officers in B.C. deliver additional programs along with the same programs as programs officers in Saskatchewan. Although the terms and conditions of a program might be different in both provinces, the process to deliver programs is the same.

[13] Meses. Orange and Marit filed their grievances after receiving, in 2002, the new national generic work description No. 2NA00587 (Programs Officer, Employment Programs Branch) ("the generic work description") (Exhibit G-2). They believe that the generic work description is incomplete and that it does not adequately reflect the nature of their work. It is drafted in very general terms and does not recognize the scope, level of responsibility or complexity of the work that they perform and the initiative required to do the work. It also does not reflect the "capacity building" that they perform in the community. It states generalities and devalues the work of a programs officer delivering employment programs.

[14] Ms. Orange stated that the generic work description does not reflect the proactive nature of her work. She meets with community groups and through working with them and talking ideas through with them, she identifies gaps and comes up with solutions. For example, several years ago, the Okanagan Mountain Park fire destroyed more than 220 homes, park land and the railway trestle system that was part of the Trans Canada Trail. The fire attracted international attention along with political and community pressure to do something. Ms. Orange was asked to develop agreements on community development. There was no template or written guidance. Ms. Orange was not given instructions on whom or on how to go about things. She researched the

community groups that were affected, the areas that were destroyed and the stakeholders. She met the concerned groups in person and telephoned representatives of the two levels of government, i.e. the City of Kelowna and the Regional District of Central Okanagan. All three projects required making inquiries with the regional office, the staff of members of Parliament, and the national headquarters as to the progress of the development work. She developed a list of contacts, ideas and possible projects and identified the program vehicles to use. Her work resulted in three agreements, two of them for large job-creation partnership projects. Each was high profile. A wage-subsidy project was also created for running a fire-recovery office.

[15] Mses. Orange and Marit gave detailed testimony on each item they want added to their work descriptions. Ms. Varchol, for her part, gave detailed comments on each item to explain why they should not be added to the work descriptions. In her view, the majority of the items that Mses. Orange and Marit want added are already captured in that document. To avoid repetition, I will address those detailed comments later on in this decision.

#### **B. The grievances of Mses. McKay and Parker**

[16] Mses. McKay and Parker both ask for identical duties to be added to their work descriptions. They submitted with their grievances a new work description which had been written by their colleagues, Ms. Francis and Mr. Butchko (Exhibit G-19). This document was almost unusable since it is not clear what was being added to the generic work description. For that reason, the grievors extracted from Exhibit G-19 the duties that the grievors want to add to their work descriptions. This list of duties was entered into evidence as Exhibit G-20. There are 10 items in Exhibit G-19 that do not appear in Exhibit G-20. Mses. McKay and Parker also want those 10 items to be added to their work descriptions. In total, Ms. McKay and Ms. Parker asked that 39 items be added to their work descriptions.

[17] Ms. McKay worked in the Saskatoon Human Resources Centre, HRSDC, as a programs officer from September 1999 to August 2003. During that period, she also worked for four months as a labour market information analyst. In 2003, she was promoted to a programs officer position at the PM-04 group and level with Canadian Heritage. She now works as a regional programs manager for the Aboriginal People's Program at the PM-05 group and level at Canadian Heritage.

[18] Ms. Parker has worked as a programs officer in the Melfort office in Saskatchewan since 1992. In 2002, she worked part-time, that is, 18.75 hours per week. She accepted a position in Saskatoon in 2006 as an integrity officer for the HRSDC and remained in that position until June 18, 2007.

[19] Georgina Taylor, Manager of Employment Programs, Saskatoon, HRSDC, testified on behalf of the employer about Ms. McKay's work. Ms. Taylor has been managing employment programs in Saskatoon since June 2003. All programs officers in Saskatchewan who work on youth programs and disability programs report to her.

[20] When Ms. McKay filed her grievance in June 2002, Ms. Taylor was on an assignment at the Department of Veterans Affairs. Ms. Taylor supervised Ms. McKay from June 2003 until Ms. McKay left her position at the end of August 2003. Ms. Taylor supervised Ms. McKay for about one month during the summer of 2003. Ms. McKay's other manager retired from the federal government six years ago.

[21] Lyle Bittman, who has now left the federal public service, testified for the employer about Ms. Parker's work. He managed the Melfort Human Resource Centre from April 2001 to August 2007. Mr. Bittman started working for the HRSDC in 1998 as a finance officer. He supervised Ms. Parker from April 2001 until she left the Melfort office in 2006. Mr. Bittman's position was classified at the PM-04 group and level.

[22] Mr. Bittman described Ms. Parker's work. Generally speaking, Ms. Parker supervised and coordinated activities to deliver federally funded programs to communities through agreements with those communities. Ms. Parker did not manage the activities of the Melfort office. Mr. Bittman was responsible for managing the activities and the budget of the Melfort office, including expenditures. Ms. Parker supervised and coordinated activities.

[23] According to Mr. Bittman, most of the items Ms. Parker wants to add to her work description are already captured in the generic work description, although they may be expressed differently. Ms. Parker did not perform some of the items she refers to as duties.

[24] Ms. Parker testified that, when she reviewed the national generic work description in October 2002, she realized that several responsibilities are missing. For

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example, the generic work description does not reflect the work she does in community capacity building. Therefore, she decided to file a grievance.

[25] Ms. Parker stated that Exhibit G-19 adequately reflects the work performed by a programs officer particularly in Saskatchewan, but also in the rest of Canada.

[26] Ms. Parker referred me to interview questions that Joanne Krepakevich, a Human Resources officer with the HRSDC had sent her on August 16, 2006 about her grievance (Exhibit G-22). Ms. Krepakevich typed Ms. Parker's answers to those questions. In Ms. Parker's view, those answers provide a good description of her work.

[27] Ms. Parker gave a general description of her work. She referred me to several excerpts of a document entitled *The Intervention Life Cycle* (Exhibit G-21), which sets out the life cycle of a program. It explains the importance of good planning. It sets out the knowledge and skills required at the planning phase, underlines what is important and sets out the implications of planning on the success of a project.

[28] Ms. Parker explained that a programs officer must develop a plan or a vision. The programs officer develops proposals, although sometimes the employer does that. One of her concerns with the generic work description is that it starts at the assessment phase instead of at the planning phase. In some cases, work on a project does start at the assessment phase, in summer employment for example, but in other situations, the programs officer must start from scratch.

[29] The assessment stage entails reviewing proposals to ensure that they meet local priorities. It also involves consulting with internal and external partners. The programs officer then works on the contracting phase of the project. If the project is approved, the programs officer monitors the project. The programs officer must ensure that the agreement is carried through. The programs officer evaluates the project to verify whether its goals are met. In some cases, if the goals are not met, the programs officer may have to amend the contract and restart all phases of the intervention cycle. In the evaluation, the programs officer identifies matters that should be examined in future projects.

[30] Mses. McKay and Parker gave detailed testimony on each item they want added to their work descriptions. Ms. Taylor and Mr. Bittman, for their part, gave detailed comments on each item to explain why it should not be added. In their view, the

majority of the items that Mses. McKay and Parker want added are already captured in the generic work description. To avoid repetition, I will address those detailed comments later on in this decision.

### **III. Summary of the arguments**

[31] The representatives of the parties asked to present their arguments in writing. The following is a summary of those written arguments.

#### **A. For the grievors**

[32] The grievors' position is that the generic work description that the employer gave them in 2002 is not complete and current, and consequently, it does not comply with clause 55.01 of the collective agreement. The generic work description is drafted in very general terms and does not recognize the scope, the level of responsibility, the necessary initiative and the complexity of the work they perform.

[33] The grievors stressed the importance of a work description for employees. It serves many purposes. It informs management on what to expect from employees, it informs employees of what is required of them and it forms the basis on which a position is classified. If the work description is not current and complete, a position will not be properly classified. Although these grievances are not about classification, it is important to bear in mind that salary is based on that document.

[34] The grievors referred me to *Currie v. Canada (Canada Customs and Revenue Agency)*, 2006 FCA 194, in which the Federal Court of Appeal stressed the importance of a work description because of the purposes it serves:

...

25. . . . *Adjudicator Galipeau pointed out in Breckenridge and The Library of Parliament, [1996] C.P.S.S.R.B. No. 69 (QL) that:*

*70. The job description, or, to use the expression enshrined in the collective agreement, "the statement of duties and responsibilities", is the cornerstone of the employment relationship between these employees and the Library of Parliament. It is a fundamental, multipurpose document which is referred to with regard to*



*classification, staffing, remuneration, discipline, performance evaluation, identification of language requirements, and career planning. It is erroneous to limit its scope solely to use with regard to classification. It must be sufficiently complete to lend itself to the other uses I have just mentioned.*

26. *This view of the role of a Work Description suggests that it is a document which must reflect the realities of the employee's work situation since so many aspects of the employee's rights and obligations in the workplace are bound to his or her Work Description.*

...

[35] The grievors argued that the employer cannot assume or infer that a duty or responsibility is set out in a work description. While a work description does not have to spell out how a duty is performed or each of its steps, it must set out the duties and responsibilities that are expected of an employee.

[36] The grievors contended that there must be a correlation between the key activities and the other sections of a work description. Key activities are set out in the first part of the generic work description. They are generally broad statements encompassing the most important aspects of the work. They do not cover each and every activity but rather focus on those that are critical or significant. The much-longer section entitled "Work Characteristics" provides details on the key activities and is divided into four sections: "Responsibility," "Skills," "Effort" and "Working Conditions." Those four sections correspond to the areas in the classification plan where points are assigned. If something is listed in a key activity but not detailed in the other four sections, the work description is not complete and cannot provide an accurate assessment of the work required of the grievors. The grievors' duties and responsibilities should be listed under the proper headings of each section.

[37] The grievors' position is that the layout and structure of a work description has a bearing on the classification of a position. There appears to be a systematic and logical breakdown under each of the four major sections for classification purposes. Since the collective agreement provides that employees have the right to have a complete and current work description, there must be a reference to the grievors' duties under each of the applicable sections and subsections of their work descriptions for their work descriptions to be "complete." This was done for some duties and

responsibilities but not for others. For example, the employer listed “driving a vehicle” in the four sections of the generic work description but did not do so for other items.

[38] The grievors referred me to *Jarvis et al. v. Treasury Board (Industry Canada)*, 2001 PSSRB 84, in support of the proposition that, for a work description to be complete, it must contain the appropriate wording in each of the applicable sections:

...

*[92] . . . there is nothing in the collective agreement that forces the employer to write the work description using a specific format.*

*[93] However, in this case the employer’s work description is divided into a number of different sections. The physical effort section may coincide with that of health and safety. In setting out various points under health and safety, the employer runs the risk of limiting the way the information can be applied. It is obvious that a number of the points referred to by the grievors relate to terms that appear in the physical effort section. However, it was the employer itself who chose the format of the work description. Accordingly, for the description to be complete, and in order to reflect the physical effort and the wearing of equipment, wording similar to the following would have to be added to the section on health and safety.*

...

[39] The grievors stressed that the generic work description does not reflect the proactive aspect of a programs officer’s work. The grievors, particularly Mes. Orange and Marit, emphasized that their work requires them to be proactive in their duties.

[40] The grievors also argued that all the proposed duties and responsibilities should be added to the generic work description for all programs officers covered by the collective agreement and to whom the generic work description applies. In their view, what applies to one programs officer should apply to all programs officers. The employer can choose whether to use individual, regional or national work descriptions. However, when it decides to implement a generic work description, that description must account for regional differences, differences between rural and urban centres, and differences caused by the devolution of programs to provinces or any other differences among programs officers. In support of that proposition, the grievors

referred me to *Cushnie v. Canada Revenue Agency*, 2007 PSLRB 96, in which an adjudicator stated the following:

...

*[51] I also find that the grievor's work description is not a generic one. But even if it was a generic job description, this does not absolve the employer of its obligation to comply with article 20 and make his job description current and complete. If the duty is not contained in either the grievor's generic or specific job description, it needs to be added.*

...

[41] The grievors also provided detailed written arguments on each specific duty that they want added to their work descriptions.

[42] In conclusion, the grievors ask that I allow the grievances and that I order the employer to add the above-mentioned duties and responsibilities in the suggested parts of the generic work description and to provide revised work descriptions to all the grievors and the bargaining agent. The grievors also request that I remain seized of the grievances should they be upheld.

### **B. For the employer**

[43] The employer argued that the sole matter at issue in this case is whether the employer has complied with clause 55.01 of the collective agreement to provide the grievors with a complete and current statement of duties. The employer's position is that it has complied with that requirement.

[44] The employer does not dispute that, for the most part, the grievors are performing the work that they described in their testimonies. The employer's position is that that work is already covered by the duties set out in the generic work description. The generic work description describes the grievors' duties in their entirety and does a better job of doing so than the statements of duties that were drafted by the grievors. There are also some duties that the grievors want added to the generic work description that they do not perform.

[45] The employer pointed out that, in *Hughes v. Treasury Board (Natural Resources Canada)*, 2000 PSSRB 69, an adjudicator stressed as follows that a work description

need not contain a detailed list of all activities performed by the employee or list at length the manner in which those activities are accomplished:

...

*[26] In my view BBWD 00518 adequately and sufficiently describes in general terms the full range of duties and responsibilities attributed by the employer to the grievor's position. A job description need not contain a detailed listing of all activities performed under a specific duty. Nor should it necessarily list at length the manner in which those activities are accomplished.*

...

[46] The employer pointed out that many of the duties that the grievors want to add to their work descriptions are already subsumed or implied in the generic work description. In *Jaremy et al. v. Treasury Board (Revenue Canada - Customs, Excise & Taxation)*, 2000 PSSRB 59, an adjudicator stressed as follows that a work description, especially one that applies across the country, may be drafted in broad terms:

...

*[24] . . . In my view, the job description does adequately describe, in broad terms, what are the functions and duties of the grievors. The grievors would undoubtedly prefer a more minute delineation of their duties in a manner which details their day-to-day activities. However, the absence of such detail does not necessarily lead to the conclusion that the job description is less than complete and current. As was observed in the Fedun decision (supra) "It is not unusual for job descriptions (particularly those that are intended to be applicable to a number of positions across the country) to be written in fairly broad language." (at page 9) In this context, I believe it is quite proper to use such broad terms as "reconciling" of accounts to subsume a number of functions and activities which the grievors use in order to perform their responsibilities. . . .*

...

[47] The employer referred me to *Taylor v. Treasury Board (Revenue Canada - Customs & Excise)*, PSSRB File No. 166-02-20396 (19901221), in which an adjudicator stressed as follows that a work description does not have to spell out in infinite detail every possible variation, combination or permutation of how a function is performed:

...

*... However, in order to meet the obligations of clause M—32.01 of the Master Agreement, the statement of duties and responsibilities must be complete and current.*

*I take this to mean that the statement may not be incomplete in the sense that it omits to make reference to a particular duty or responsibility which the employee is otherwise required to perform. It does not, however, mean that the statement must spell out in infinite detail every possible variation, combination or permutation of how a function is performed. If that were the case, some job descriptions would take on the appearance of books and conceivably require post-graduate degrees to compose as well as to understand them.*

...

[48] The employer's view is that the grievors, particularly Mses. McKay and Parker, simply do not like the manner in which the generic work description is drafted. They essentially rewrote the generic work description in its entirety to spell out in infinite details every possible variation, combination and permutation of how the job of a programs officer is performed. The original statement of duties attached to their grievances (Exhibit G-19) reads like a book. It is not open to the grievors to rewrite their work descriptions.

[49] The work descriptions cannot be as specific as the grievors want them to be. To do so would not be efficient. For example, Mses. McKay and Parker wanted their work descriptions to refer to the Foreign Worker Program. But programs and program names change over time. It would be futile and ineffective to list each individual program, and such an exhaustive exercise would require continual amendments to the work descriptions.

[50] The employer did not agree that the duties had to be placed under the headings that the grievors indicated. This applies mainly to Mses. McKay and Parker. The employer understands that the grievors feel that their work descriptions may be accorded more weight for classification purposes if certain activities are recorded under certain headings. However, that issue is a matter of classification over which an adjudicator appointed under the *PSSRA* does not have jurisdiction. The employer's position is that a duty need simply be recorded in the work description. An activity need not be described under every heading to which it pertains. Otherwise, we run the

risk of having work descriptions that resemble books. In support of that proposition, the employer referred me to *Barnes et al. v. Canada Customs and Revenue Agency*, 2003 PSSRB 13:

...

[24] *I concur with this reasoning. In my view, the generic job description worked out by the parties and identified at Exhibit G-5 and Exhibit G-5 amended, accurately reflects, in broad terms, the three points in contention. The fact they may not all be located in one area, under separate headings, does not alter my conclusion.*

...

[51] Ms. McKay and Parker indicated in the attachment to their grievances and in their testimonies where each additional duty should be included in their work descriptions. Ms. Orange and Marit, on the other hand, only request that 16 and 10 items, respectively, be added to their work descriptions but did not indicate where those items should be placed in that document. The grievors indicated where each additional duty should be placed. But the grievors have no evidence on which to support their arguments. Therefore, their suggestions as to where an item should be placed in the work descriptions should be ignored.

[52] The employer contends that the remedy for these grievances cannot take effect before the 25-day period for filing grievances. In support of that proposition, the employer relies on *Canada (National Film Board) v. Coallier*, [1983] F.C.J. No. 813 (C.A.) (QL).

[53] The employer explained that 30 employees filed individual work description grievances in or around June 2002. To expedite the hearing, the employer and the bargaining agent agreed at the outset that the three or four employees would testify. It was agreed that these grievances were not being treated as test cases. It was also agreed that it will be up to both the employer and the bargaining agent to review the other grievances and decide whether to uphold them or withdraw them.

[54] Clause 55.01 of the collective agreement provides that each employee "... shall be provided with a complete and current statement of the duties and responsibilities of his or her position . . . ." The fact that other employees may have the same work description should be of no concern to the grievors. Each grievor is entitled to a work

description with respect to her position. If an employee is not happy with his or her work description, the employee can file an individual grievance, as was done in this case. Any change brought to a grievor's work description does not affect the work description of other employees. That the employer chooses to provide two employees or more with the same generic work description does not give an adjudicator the authority to order a change that would apply to the work description of all employees to whom the generic work description applies.

[55] The employer also contended that the grievors are changing the nature of the grievances in requiring that any item added to the grievors' work descriptions be added to the generic work description for all programs officers. The grievors never asked for such a remedy in their grievances. The grievors were seeking changes only to their individual job descriptions. By asking for that remedy, the grievors are changing the grounds of the grievances. In *Burchill v. Canada (Attorney General)*, [1981] 1 F.C. 109 (C.A.), the Federal Court of Appeal held that a grievor cannot change the grounds of a grievance when referring it to adjudication.

[56] The employer also provided detailed written arguments on each specific duty that the grievors want added to their work descriptions.

[57] According to the employer, the grievors have failed to prove on a balance of probabilities that they perform duties that are not captured in the generic work description. All that the grievors have done is rewrite their work descriptions. Therefore, the employer requests that the grievances be denied.

### **C. Grievors' rebuttal**

[58] The grievors maintained that they are not requesting a detailed listing of all the activities performed under a specific duty or that their work descriptions list at length the manner in which those activities are accomplished.

[59] The grievors argued that they are not asking that I take jurisdiction over any classification or pay issue. They simply wanted to clarify that a work description has more than one purpose.

[60] The position of the grievors is that it was open to them to indicate in their arguments where a duty should be included in their work descriptions because where a duty should be included is a matter of remedy. Therefore it was not necessary to

present testimony or documentary evidence regarding where a duty should be placed in the work descriptions.

[61] Contrary to the employer's contention, the grievors are not changing their grievances by asking that any item added to their work descriptions be added to the generic work description of all programs officers. The generic work description is in dispute in these grievances and, therefore, it must be changed if the grievances are successful.

#### **IV. Analysis and findings**

[62] The grievors allege that the employer failed to provide them with a complete and current statement of duties and responsibilities, in contravention of clause 55.01 of the collective agreement. They ask that several duties be added to their work descriptions. In all, the grievors request close to 100 additions, given that Mses. Orange and Marit want their proposed additions to be added to several parts of their work descriptions.

[63] The employer argues that the generic work description is complete. The employer does not dispute that, for the most part, the grievors are performing the work that they described in their testimonies. The employer's position is that the work that the grievors described is captured by the duties listed in the generic work description. In addition, the employer alleges that the grievors want to add to their work descriptions some duties that they do not perform.

[64] The grievors also ask that any change I make to their work descriptions apply to all programs officers to whom the generic work description applies. In the view of the grievors, what applies to one programs officer should apply to all programs officers covered by the generic work description at the HRSDC. The employer opposes that request by arguing that I do not have jurisdiction to amend the work descriptions of employees other than the grievors.

[65] These grievances raise three main issues:

- a) Are the duties and responsibilities that the grievors want added to their work descriptions already included in the generic work description?



- b) If duties and responsibilities shall be added to the grievors' work descriptions, should similar changes be made to the work descriptions of other programs officers?
- c) If duties and responsibilities shall be added to the grievors' work descriptions, as of which date should these additions be effective?

**A. Applicable law**

[66] Each grievor referred a grievance to adjudication under subsection 92(1) of the PSSRA, which reads as follows:

*92. (1) Where an employee has presented a grievance, up to and including the final level in the grievance process, with respect to*

*(a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;*

...

*and the grievance has not been dealt with to the satisfaction of the employee, the employee may, subject to subsection (2), refer the grievance to adjudication.*

[67] Subsection 7(1) of the *Financial Administration Act*, R.S.C., 1985, c. F-11, as it read at the time the grievors filed their grievances, specified as follows that the "organization of the public service" and "personnel management" are prerogatives of the employer, acting on behalf of the Queen's Privy Council for Canada:

*7. (1) The Treasury Board may act for the Queen's Privy Council for Canada on all matters relating to*

...

*(b) the organization of the public service of Canada or any portion thereof, and the determination and control of establishments therein;*

...

*(e) personnel management in the public service of Canada, including the determination of the terms and conditions of employment of persons employed therein;*

...

[68] Section 7 of the *PSSRA* also recognizes that the organization of the public service is a prerogative of the employer:

*7. Nothing in this Act shall be construed to affect the right or authority of the employer to determine the organization of the Public Service and to assign duties to and classify positions therein.*

[69] In my view, the right to organize the workplace and manage personnel includes the right to determine what duties employees are required to perform.

[70] Clause 55.01 of the collective agreement specifies that the employer must provide employees, on request, with a complete and current work description:

*55.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.*

[71] In a grievance on the application of a collective agreement, the burden of proof is on the grievors, who must prove on a balance of probabilities the facts that are alleged. In these grievances, the grievors must prove that they are accomplishing, at the employer's request, the duties and responsibilities that they allege are not already reflected in the generic work description.

[72] The jurisprudence under the *PSSRA* has set out general principles relating to the completeness of work descriptions. In *Hughes*, an adjudicator stressed as follows that a work description need not contain a detailed list of all activities performed by the employee or the manner in which a duty is accomplished:

...

*[26] In my view BBWD 00518 adequately and sufficiently describes in general terms the full range of duties and responsibilities attributed by the employer to the grievor's position. A job description need not contain a detailed listing of all activities performed under a specific duty. Nor should it necessarily list at length the manner in which those activities are accomplished.*

...

[73] In *Jaremy et al.*, an adjudicator also stressed that a work description, especially one that applies across the country, may be drafted in broad terms and that a duty or responsibility may be subsumed in a broad description of duties as follows:

...

[24] . . . In my view, the job description does adequately describe, in broad terms, what are the functions and duties of the grievors. The grievors would undoubtedly prefer a more minute delineation of their duties in a manner which details their day-to-day activities. However, the absence of such detail does not necessarily lead to the conclusion that the job description is less than complete and current. As was observed in the Fedun decision (*supra*) "It is not unusual for job descriptions (particularly those that are intended to be applicable to a number of positions across the country) to be written in fairly broad language." (at page 9) In this context, I believe it is quite proper to use such broad terms as "reconciling" of accounts to subsume a number of functions and activities which the grievors use in order to perform their responsibilities . . . .

...

**B. Are the duties and responsibilities that the grievors want added to their work descriptions already included in the generic work description?**

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[74] Before addressing specific duties and responsibilities that the grievors want added to their work descriptions, I wish to address arguments of a more general nature raised by the parties.

[75] One issue that is central to these grievances is how the generic work description is structured. I would like to point out at the outset that the generic work description is not a short document. It is a very elaborate document containing close to 100 items under several headings.

[76] The grievors argue that, if I decide to add a duty to their work descriptions, I should add it under each appropriate heading. The employer, on the other hand, submits that it suffices to mention a duty once in the generic work description and that it does not matter where it is mentioned. I cannot agree with the employer's submission.

[77] The grievors are right to point out that a work description is not a simple list of duties or responsibilities. The generic work description is divided into the following

three main sections: “Client-Service Results,” “Key Activities” and “Work Characteristics.” The “Work Characteristics” section is divided into four subsections as follows: “Responsibility,” “Skills,” “Effort” and “Working Conditions.” Although the subsection “Responsibility” is more or less a list of duties, the other three subsections are not. The subsection “Skills,” as its name indicates, lists the skills required to perform the work. The subsection “Effort,” as expected, describes the effort the employees must employ, and the subsection “Working Conditions” describes their working conditions.

[78] The employer could have drafted the generic work description in the form of a simple list of duties. It decided, instead, to draft the generic work description in terms of duties, skills, effort required and working conditions. Having decided to draft the grievors’ statement of duties and responsibilities in such a manner, the employer must respect that structure. However, that does not mean that each characteristic of the work performed by the grievors must be placed into every section of their work descriptions. In the case of Mses. Orange and Marit, for example, they have proposed that item 12 in Exhibit G-3 be mentioned in 11 different locations added to 11 parts of their work descriptions. It suffices, in my view, that a duty or aspect of a duty be captured in the most appropriate parts of a work description. For example, one would expect a duty related to financial matters to be placed under the heading “Money” (page 4 of the generic work description). If that duty requires special knowledge, one would expect a reference to that duty under the heading “Job Content Knowledge” (page 5 of the generic work description). But it is not necessary to refer to that knowledge in every possible section of the work description.

[79] The employer also argued that the classification of the grievors’ positions was what motivated them to suggest where to add a duty in their work descriptions. It seems that the location where a duty is described has an impact of the classification of the position. In my view, the grievors’ motives are not relevant to my determination: the impact on classification of where a duty is mentioned in the work description is not a factor that I should take into consideration. The only matter relevant to this decision is whether the duty in question is placed in the section to which it relates logically. For example, a responsibility related to the management of money would logically be placed under the title “Money.”

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### **1. Mses. Orange's and Marit's proposed items**

[80] I will now turn to the specific items Mses. Orange and Marit want to add to their work descriptions. Since the employer has used the generic work description for all programs officers across the country, it also applies to both grievors.

[81] I will deal with the grievances of Mses. Orange and Marit together because both of them ask for almost the same additions. Ms. Orange asked that the 16 duties listed in Exhibit G-3 be added to her work description, while Ms. Marit asked that the ten duties listed in Exhibit G-11 be added to hers. The ten items of Exhibit G-11 are almost identical to the first ten items listed in Exhibit G-3. I will highlight the minor differences.

[82] I am of the view that any item I add to either Mses. Orange's or Marit's work descriptions should be added to the work descriptions of both grievors since they both do the same work.

[83] Mses. Orange and Marit did not specify where in their work descriptions they wanted to add the items they proposed to add, contrary to what Mses. McKay and Parker did. However, the grievors specified in their written arguments where the items should be included. The employer argued that I should not allow those arguments since Mses. Orange and Marit did not indicate in their testimonies where the items should be placed. I disagree with the employer's position. Where the proposed additions should be included in the work descriptions is not a matter that had to be introduced in evidence. It is more a matter of argument.

[84] As a general comment, I find that a vast majority of the duties Mses. Orange and Marit propose to be added to their work descriptions are already captured in the generic work description, although expressed in different terms.

[85] I will now turn to the specific items that Mses. Orange and Marit contend should be added to their work descriptions. They testified that they perform the following duties (items 1 and 2 in both Exhibits G-3 and G-11):

- *Evaluates the mix of current programs that are being delivered by sponsors and community partners in the local and neighboring communities within the Okanagan Service Area to ensure that there is no duplication or overlap, and to ensure that the current*

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*mix of HRDC programs and services best suites [sic] the needs of the unemployed community.*

- *Identifies gaps in program delivery in the local community and in neighboring communities within the Okanagan Service area and provides advice and guidance to management.*

[The underlined portion appears only in Ms. Marit's list of proposed duties (Exhibit G-11).]

In their testimonies about these items, both Mses. Orange and Marit spoke at length about planning activities, but these two items do not relate directly to planning. However, there are multiple references in the generic work description to a programs officer's participation in the planning process. "Key Activities," at item 6 (on page 2), provides specifically that a programs officer "[p]articipates in the development of HRCC's business plan and forecasts budgetary requirements to effectively achieve planned results." "Information for the Use of Others," at item 6 (on page 3), further provides that a programs officer "[p]rovides input related to assigned area of responsibility for the development of the HRCC's business plan. . . ."

[86] Items 1 and 2 in both Exhibits G-3 and G-11 relate more to assessing existing programs to determine whether there are gaps in the programs and services available in the community. The testimonies of Mses. Orange and Marit show that this is an important aspect of their work. Ms. Orange was often asked to meet community groups to determine what programs and services were missing. To determine if there was a gap, she analyzed all the information collected, discussed the matter with colleagues and her team leader, and examined available programs and projects. She had to research grants and contributions to find out if similar services were offered in other areas. She also examined labour market information provided by the HRSDC or other levels of government.

[87] Ms. Marit, for her part, also stated that assessing current programs in the community to identify gaps in programs and services is an important part of her work. She gave as an example the work she did on employment services in Kelowna. She consulted the community by leading a focus group. After the consultation, she identified gaps in services by analyzing the information provided by the focus group, determined the programs that were already offered, developed ideas for program implementation, synthesized all the information and reported to management.

[88] I realize that there are several indirect references to this aspect of Mses. Orange's and Marit's work in the generic work description. For example, "Intellectual Effort," at item 3 (on page 9), focuses on the needs of the community. It provides that the activities of a programs officer include ". . . synthesizing knowledge of the community, its needs and developmental directions; identifying areas of potential growth and areas where federal interventions would be beneficial. . . ." However, I am persuaded that this is a key activity of the work of Mses. Orange and Marit, and it does not appear in the "Key Activities" section of the generic work description. Therefore, I find that the following item shall be added to their work descriptions after "Key Activities" item 2:

Evaluates current programs and services delivered by sponsors and community partners to identify gaps and ensure that current HRSDC programs and services meet the needs of the community.

[89] Mses. Orange and Marit also asked that item 3 in both Exhibits G-3 and G-11 be added to several parts of their work descriptions. This item reads as follows:

. . .

*Determines the best methods to use to develop HRDC programming in the local community and Okanagan Service Area. When required, initiate calls for proposals, develop terms of reference, to deliver HRDC programming that addresses employment needs specific to local and neighbouring communities with the Okanagan Service Area. Assesses and rates proposals against specific program criteria and Terms of Reference. Communicates results of the Call for Proposal process to the applicants.*

. . .

[Ms. Marit's list of proposed duties (Exhibit G-11) does not include the underlined part.]

[90] As Ms. Varchol indicated in her testimony, it is not correct to say that programs officers "develop" programs. Programs are developed at the national level. Programs officers provide input for the development of programs.

[91] The remainder of the item proposed by Mses. Orange and Marit underscores the fact that there are different ways of delivering programs and that identifying the best way to do so is a key aspect of a programs officer's work.

[92] Ms. Orange testified that the generic work description does not describe the proactive nature of her work. There are many ways of delivering programs and services. For example, if there were a group in the community well-suited to deliver a service, Ms. Orange would approach that group to discuss delivering that service. Another option would be to initiate a call for proposals. Ms. Orange gave the example of her work after the Okanagan Mountain Park fire destroyed more than 220 homes as well as a railway trestle system in Kelowna. Ms. Orange was tasked with developing agreements on community development. Ms. Orange was not given instructions on whom to contact or on how to go about that task. She researched the community groups that were affected, the areas that were destroyed and the stakeholders. She developed a list of contacts, ideas and possible projects and identified the program vehicles that could be used. She met the concerned groups in person and telephoned representatives of the two levels of government, i.e., the City of Kelowna and the Regional District of Central Okanagan. Her work resulted in three agreements, two for large job-creation partnership projects.

[93] Ms. Marit's testimony also emphasized that there are many ways to deliver a program. One way is to perform research in the community to determine the services that are available. Another is to perform research to determine whether members of the community have the expertise to provide the service. Another way is to meet with community groups to develop programs with them. The HRSDC can add a new service or enhance an existing one. Another approach is to call for proposals from potential service providers.

[94] The generic work description does refer to a certain extent to the different ways of delivering programs and services. "Key Activities," at item 1 (on page 1), for example, provides that a programs officer ". . . assesses applications . . ." and ". . . negotiates and concludes agreements . . ." "Job Content Knowledge," at item 1 (on page 5), provides that a programs officer must have ". . . the skills to examine the nature and type of activities contained in proposals and individual applications, to determine if the applicant and the activities meet the eligibility conditions . . ." "Intellectual Effort," at item 1 (on page 9), provides that a programs officer is required to ". . . review proposals and applications for funding and negotiate and develop agreements . . . ensuring that all basic criteria have been met; determining if the project proposal/client's objectives meet community development directions . . ." But none of those items refers specifically to identifying the best ways to deliver programs



and services. Mses. Orange and Marit have satisfied me that this is a main aspect of their work and therefore that it should be included in the “Key Activities” section of their work descriptions. Therefore, I find that their work descriptions shall indicate in the “Key Activities” section that a programs officer “identifies the best methods for delivering programs and services.” I do not believe it necessary to enumerate, as Mses. Orange and Marit did, the different ways of delivering programs and services. Those different ways are reflected elsewhere in the generic job description, as I have indicated above.

[95] Ms. Orange further testified that she wants to add this duty to her work description because the generic work description does not really describe the proactive nature of her work. In my view, the two items above that I have added to her work description underline the proactive part of a programs officer’s work. The proactive nature of her work is also captured in many instances in the generic work description. “Information for the Use of Others,” at item 2 (on pages 2 and 3), for example, provides that a programs officer uses information to “. . . negotiate partnership agreements with the HRCC and to determine how HRI programs can help them deliver on their mandate.” Determining how a program can help the community can be viewed as proactive. “Key Activities,” at item 4 (on page 2), provides that a programs officer “[p]romotes an awareness of and markets to targeted audiences HRI programs and services . . . .” Promoting programs is a proactive endeavor.

[96] I do not agree that the following duty should be added to Mses. Orange’s and Marit’s work descriptions, contrary to what they propose (item 4 in both Exhibits G-3 and G-11):

*Work closely with applicants in the development of project proposals. Applicants are different than community partners. A partner implies that there is an existing relationship that has some common interest. An applicant may or may not have experience with HRDC. It is much more difficult to develop proposals with applicants who have no shared reference to HRDC Grants and Contributions.*

The only part of the proposal that is a duty as such is the first sentence: “[w]ork closely with applicants in the development of project proposals.” The rest of the item is an explanation of the difference between working with a “partner” and an “applicant.” The grievors want their work descriptions to reflect their work with “applicants.” But, as Ms. Varchol explained, the term “partner” includes the term

“applicant.” When the generic work description refers to work with “partners,” it includes work with applicants. However, in some cases, the generic work description focuses on applicants as such. For example, “Information for the Use of Others” item 3 (on page 3), provides that individuals applying for Human Resources Investment programs use the information provided by a programs officer to understand their rights.

[97] In their testimony about that proposal, both Mses. Orange and Marit explained in detail how they develop project proposals with applicants. As I stated earlier, the employer does not have to describe in detail the “how” of a duty in a work description.

[98] Mses. Orange and Marit ask that the following duty be added to several parts of their work descriptions (item 5 in both Exhibits G-3 and G-11):

*Provide mentorship, guidance and interpretation of policy and legislation to sponsors which requires an in-depth and practical knowledge of client needs and action plan development, as well as program Terms and Conditions and financial administration involving all of the HRIF Benefits, the Financial Administration Act, and HRIF Benefits and Support Measures.*

[The single underlined part is not in Ms. Orange’s list of proposed duties, and the double underlined part is not in Ms. Marit’s list of proposed duties.]

[99] I agree with Ms. Varchol that Mses. Orange and Marit do not provide “mentorship” to sponsors. There is no cogent evidence to support the grievors’ proposition. In fact, it would be quite unusual for an employee to provide mentorship to clients. Usually, employees provide mentorship to colleagues or subordinates.

[100] The rest of the proposed item speaks of providing guidance and interpretation of policy and legislation to sponsors. As Ms. Varchol explained, Mses. Orange and Marit do not interpret legislation and policy; they relay to sponsors the interpretation handed down by HRSDC headquarters. This aspect of a programs officer’s work is amply captured in the following parts of the generic work description: “Information for the Use of Others,” at item 3 (on page 3), which provides that a programs officer “[e]xplains program legislation, policies related to eligibility . . . of benefits under HRI . . .” and “Contextual Knowledge,” at item 21 (on page 7), which provides that the “. . . work requires knowledge of the provisions of the EI Act and the Canadian Environmental Assessment Act, related regulations and the Financial Administration

Act . . . .” The last part of that item of the generic work description emphasizes as follows that programs officer’s need an in-depth knowledge of the relevant parts of those acts: “. . . Knowledge must be sufficient to defend decisions on non-eligibility or entitlement . . . .” The proposed addition is also captured in “Contextual Knowledge,” at item 22 (on page 8), of the generic work description, which provides that programs officers must have “[k]nowledge of the Privacy and Access to Information Act in order to understand the policies derived from these statutes that pertain to exchange and security of protected information. . . .” “Contextual Knowledge,” at item 23 (on page 8), of the generic work description also speaks to that item since it provides that programs officers must possess “[k]nowledge of provincial/territorial legislation and regulations which impact on the delivery of HRDC programs and services or which impact on the operation of project funds through HRI programs.”

[101] I do not agree to add the following item proposed by Mses. Orange and Marit to their work descriptions (item 6 in both Exhibits G-3 and G-11):

*Assesses, recommends, develops, negotiates, prepares and finalize contract documents, monitors, and evaluates a mix of simple and complex agreements. Simple agreements are those involving a single or small sponsor and involving under 5 participants. Complex agreements are projects that involve service to many participants, might involve multiple stakeholders, funds from multiple sources and may involve a large outlay of public Grants and Contributions funds and have a very high public profile. My contracts vary in size from a few thousand dollars to over 400,000 dollars. I will be working on one which will be in the neighbourhood of 750,000 dollars. It should be noted that the complex agreements are much more difficult to manage, involve more intellectual effort and a higher level of experience, abilities and skills and more in-depth knowledge than that required for lower dollar value agreements. There doesn't seem to be a maximum dollar value that I would be expected to manage through the complete contract life cycle. In some cases contracts are developed and contracted at the local HRCC level that are over the Director's signing authority level.*

[In Ms. Marit’s list of additions (Exhibit G-11), the part underlined above is replaced by the following sentence: “The majority of the contracts I manage through the complete contract life cycle are in the \$200,000.00 to \$500,000.00 range.”]

[102] It is important to specify that, as Ms. Varchol has stated, programs officers do not develop agreements as such; they assist applicants in the development of agreements. So, it is not correct to state that, as Mses. Orange and Marit do, programs officers “finalize contract documents.”

[103] Mses. Orange and Marit stated that the generic work description does not reflect the complexity of their work with respect to financial management. I disagree. The generic work description underscores the complex work a programs officer does in financial matters. “Job Content Knowledge,” at item 8 (on page 6), of the generic work description, for example, provides that a programs officer must have “. . . knowledge of budgeting and cash flow forecasting techniques in order to analyze the viability of budgetary proposals submitted by project proponents and individual clients . . . .” “Job Content Knowledge,” at item 9 (on page 6), provides that a programs officer must also have knowledge of “. . . payroll and financial record-keeping systems, methods and practices in order to understand and monitor the expenditure of HRDC's contribution to projects and to ensure that the sponsor complies with the legal requirements in respect of payroll deductions . . . .”

[104] “Job Content Knowledge,” at item 10 (on page 6), also underlines the work programs officers do in finances by providing that a programs officer possesses knowledge of:

*. . . monitoring techniques, both financial and activity, in order to analyze financial and other records, to ensure sound management and to determine whether agreement terms and conditions have been met throughout the life cycle of the project or of individual participation in HRI programs . . . .*

This is but one of the references the generic work description makes to programs officers' involvement in financial matters.

[105] However, I believe that the grievors are partly correct in arguing that some of the above should be reflected under “Sustained Attention” in their work descriptions. That part of the generic work description is curious in that the only item under that heading refers to driving a vehicle. Surely, negotiating an agreement can demand more sustained attention and a higher level of sustained attention than driving a vehicle. Therefore, I find that the following shall be added to the work descriptions of Mses. Orange and Marit after the first item under the heading “Sustained Attention”:

“Sustained attention is required when providing advice to clients and negotiating and concluding agreements with clients.”

[106] Mses. Orange and Marit testified that they perform the following duties (item 7 in Exhibit G-3):

*Establish, lead, participate and maintain effective liaison and collaboration with community organizations, individuals, colleagues, working group, advisory committees and project teams identifying local issues and developing and providing related policy and program advice.*

[107] Ms. Marit asks that a similar duty be added to several parts of her work description (item 7 in Exhibit G-11):

*Lead and participate in various working groups, advisory committees and project teams, identifying local issues and developing and providing related policy and program advice.*

[108] As Ms. Varchol pointed out, programs officers do not develop policies and programs. This is done at the national level.

[109] The item proposed by Mses. Orange and Marit also underscores that programs officers establish and lead community groups. Ms. Marit, for example, testified that she organized a workshop on poverty in September 1999. She set the agenda, developed the workshop, invited participants and participated in the workshop. The purpose of the workshop was to address poverty issues and to provide expertise and information. That workshop resulted in the creation of the Kelowna Poverty Task Force Committee, of which she became a member. However, the generic work description already mentions that a programs officer leads community groups. “Communications,” at item 2 (on page 8), provides that a programs officer must have listening skills to “. . . chair and facilitate meetings, to manage the agenda, summarise points made and decisions taken . . . .” “Leadership of Human Resources,” at item 1 (on page 4), also underscores that a programs officer leads meetings since it provides that a programs officer “[p]lans, organizes and chairs meetings . . . to bring community partners within the HRCC’s management up to date on policy, program/or service developed and to ensure they understand their obligations as partners. . . .”

[110] As for Mses. Orange’s and Marit’s participation in community groups and maintaining liaisons with those groups, those aspects are captured in many parts of

the generic work description. “Key Activities,” at item 9 (on page 2), of the generic work description provides that a programs officer “[r]epresents HRDC at local community meetings to promote the implementation of local priorities and strategies . . .” and “Key Activities,” at item 8 (on page 2), provides that a programs officer “[d]evelops and promotes working level partnerships within the community. . . .” “Contextual Knowledge,” at item 19 (on page 7), of the generic work description provides that a programs officer must “establish close working relationships with community partners . . .” “Contextual Knowledge,” at item 17 (on page 7), also speaks to Mses. Orange and Marit’s work in the community since it provides that programs officers “work closely with community partners in the development of project proposals . . . .” “Contextual Knowledge,” at item 20 (on page 7), provides that a programs officer must “be aware of prevailing political, social and economic environments and trends and issues in the local labour market in order to assess the potential impact and benefit of proposed activities on the social and economic environment of the community.”

[111] However, I believe that some aspects of the proposed item should be reflected under the heading “Sustained Attention” of Mses. Orange’s and Marit’s work descriptions. Surely, chairing and facilitating meetings and working groups demands more sustained attention than driving vehicles, the only item listed in the generic work description under that heading. Therefore, I find that the following item shall be added to Mses. Orange’s and Marit’s work descriptions: “Sustained attention is required when chairing, facilitating or attending meetings, workshops and training sessions.”

[112] I do not agree that the following item should be added to Mses. Orange’s and Marit’s work descriptions, contrary to what they suggest (item 8 in both Exhibits G-3 and G-11):

*Build linkages and agreements with other federal departments, provincial ministries, external partners, stakeholders and interest groups and provide advice and expertise with respect to priorities for addressing the local LMDA plan priorities.*

As phrased, this item does not, in my view, adequately describe Mses. Orange’s and Marit’s roles regarding the Labour Market Development Agreement (LMDA). The LMDA is co-managed by HRSDC and the province of B.C. The above item gives the impression that Mses. Orange and Marit build agreements with other federal departments and

provincial ministries regarding the LMDA. They did not present evidence to support that proposition. I accept Ms. Varchol's testimony that their role is more limited. As Ms. Varchol explained, a programs officer is not involved in any agreement with other federal departments or other provinces. That would be handled at higher levels at HRSDC. Programs officers would be loosely involved in the LMDA in that they would possibly be aware of HRSDC's arrangement regarding the local LMDA to address local LMDA issues.

[113] I accept Ms. Varchol's explanation that a programs officer's role with other federal departments, representatives of provinces and external partners is better described in the following parts of the generic work description: "Key Activities," at items 4 and 6 to 9 (on page 2); "Contextual Knowledge," at items 4, 10 to 12 and 15 to 20 (on pages 6 and 7) — items 11 and 12 mention specifically that programs officers need to know the activities of other federal departments and agencies; "Information for the Use of Others," at items 1 to 3 (on pages 2 and 3); "Job Content Knowledge," at item 3 (on page 6); and "Intellectual Effort," at items 4 and 5 (on page 9).

[114] Mses. Orange and Marit ask that the following duty be added to several parts of their work descriptions (item 9 in both Exhibits G-3 and G-11):

*Provide support to new Program Officers through mentoring, and the provision of informal training.*

[115] "Leadership of Human Resources," at item 3 (on page 4), of the generic work description provides that a programs officer performs the following:

*Explains administrative and technical work practices and procedures to new staff, colleagues and third party service providers. There is no responsibility for follow-up. This responsibility is shared.*

In my view, this captures what programs officers do when new staff arrives. Ms. Marit testified that she coaches programs officers on financial matters, on how to negotiate partnership agreements and on how to write them up. In my view, that is "explaining" work practices and procedures to new staff. "Mentoring," in my view, connotes something more. It implies administering a planned training and development program to employees. That is not what Mses. Orange and Marit described.

[116] In my view, there is no need to add the following item to Mses. Orange's and Marit's work descriptions (item 10 in both Exhibits G-3 and G-11):

*Work in an environment that is in a constant state of change and flux, where priorities shift on a continuous basis and where new procedures and policies are regularly introduced with no notice and for immediate implementation.*

[117] The employer's witness, Ms. Varchol, agreed with Meses. Marit and Orange that the programs officers' work environment is in a constant state of change and flux. I agree with the employer that that item is captured in the generic work description. "Intellectual Effort," at item 1 (on page 9), speaks of ". . . conflicting and changing priorities. . . ." "Work Environment," at item 1 (on page 11), mentions that programs officers must deal with ". . . changing priorities . . . ."

[118] "Intellectual Effort," at item 4 (on page 9), provides that "[i]ntellectual effort is required to keep abreast of changes to local, regional and departmental programs, and services . . . ." Ms. Orange stated that changes to the work environment are not driven by client demand but by internal pressures such as changes to policy interpretation and templates. I fail to see what turns on this. The changes to policy interpretation may well be the result of changes to services and programs. But again, I fail to see why Ms. Marit and Ms. Orange make that distinction.

[119] Ms. Orange stated that she performs the following duties (item 11 in Exhibit G-3):

*Recommend and approve financial assistance for Opportunities Fund eligible clients to assist them to complete training that is part of their RTWAP. This intervention requires in-person assessment.*

[120] Ms. Orange stated that an agreement for the return-to-work program (i.e., the RTWAP) can be very complex and that the generic work description does not capture that complexity. For example, an agreement for a person with a disability could touch on training assistance, adaptive equipment and job coaching. The programs officer meets the person to sign the agreement.

[121] Ms. Varchol explained that completing the agreement does not require meeting the applicant in person; it can be done by phone. Even if it did require meeting the applicant in person, I do not believe that it is necessary to indicate that level of detail in Ms. Marit's work description. That detail touches on how the work is done and, as I have stated earlier, a work description need not delve into that sort of detail.



[122] As for the other aspects of the duty proposed by Ms. Orange (i.e., recommending and approving financial assistance and assisting applicants in completing their training), I agree with the employer that they are sufficiently captured in the generic work description. For example, “Key Activities,” at item 1 (on page 1), of the generic work description provides that a programs officer “. . . recommends and/or approves program financial support . . . .” “Key Activities,” at item 2 (on page 1), provides that a programs officer “[m]onitors, analyzes and evaluates the effectiveness of agreements activities and insures employer/sponsor/client understanding of financial support/claim processes, ascertains and records project/participant outcomes . . . .” The following parts of the generic work description also speak to assisting participants and monitoring them: “Information for the Use of Others,” at items 3 and 7 (on page 3); and “Well-Being of Individuals,” at item 1 (on page 3).

[123] Ms. Orange stated that she performs the following duties (item 12 in Exhibit G-3):

*Develop, organize and create presentation material for colleagues, co-ordinators [sic] and provincial partners. Facilitates and reviews reports on specific program planning with colleagues, coordinators, and provincial partners. Assist project managers dealing with sensitive client issues.*

[124] The creation of presentation material is captured in “Communications,” at item 7 (on page 8), of the generic work description. It provides that a programs officer must possess writing skills to “. . . prepare . . . presentations for departmental staff and management and external clients. Information must be tailored to the understanding of people of varying educational levels and backgrounds.” Reviewing reports is captured in “Intellectual Effort,” at item 1 (on page 9), of the generic work description, which provides that a programs officer is required to “. . . review proposals and applications for funding . . . .” “Key Activities,” at item 5 (on page 2) of the generic work description provides that a programs officer “[p]repare reports for management and develops input to briefing material, ministerial correspondence and communications tools . . . .”

[125] The grievors’ conceded at the hearing that item 13 of Exhibit G-3 is captured in the generic work description. Therefore, I will not comment on that item.

[126] Ms. Orange stated that she performs the following duties (item 14 in Exhibit G-3):

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*Mediate with disputing parties such as community organizations and federal/provincial partners and sponsors while negotiating contractual agreements.*

[127] There is no convincing evidence that a programs officer is required to mediate disagreements between sponsors or clients. Ms. Varchol's testimony on this matter is more plausible. She testified that mediation is not an appropriate role for programs officers. Mediating disputes could put a programs officer in a conflict of interest since a programs officer must keep an arm's-length relationship with sponsors. As Ms. Varchol stated, the role of programs officers is to listen, understand, clarify and avoid misunderstandings, which is well captured in the following parts of the generic work description: "Communications," at items 1 and 2 (on page 8); "Psychological/Emotional Effort," at items 1 and 2 (on page 10); and "Risk to Health," at item 1 (on page 11).

[128] I do not agree with Mses. Orange and Marit that the following item should be added to their work descriptions (item 15 in Exhibit G-3):

*Learn new software applications and act as an informal tutor/coach to other staff in my unit.*

This item is captured in the generic work description. "Job Content Knowledge," at item 11 (on page 6), provides that the work of a programs officer ". . . requires knowledge of office and production software in order to enter and manipulate data . . ." and "Leadership of Human Resources," at item 3 (on page 4), provides that a programs officer "[e]xplains administrative and technical work practices and procedures to new staff . . . ."

[129] Ms. Orange stated that she performs the following duties (email appended to Exhibit G-3):

*. . . We have to be familiar with all the rules/legislation governing exchange of information and privacy issues. This would include sharing information with the provincial gov't, other federal departments, contractors, other levels of gov't, clients and citizens in general.*

In my view, these duties are already captured in the following part of the generic work description: "Contextual Knowledge," at item 22 (on page 8), which provides that a programs officer must possess "[k]nowledge of the Privacy and Access to Information Act in order to understand the policies derived from these statutes that pertain to

exchange and security of protected information. . . .” “Contextual Knowledge,” at item 23 (on page 8), also speaks to that knowledge since it provides that a programs officer must have “[k]nowledge of provincial/territorial legislation and regulations which impact on the delivery of HRDC programs and services or which impact on the operation of projects. . . .”

## **2. Mses. McKay’s and Parker’s proposed items**

[130] I will now turn to the items Mses. McKay and Parker want to add to their work descriptions. I will deal with their grievances together since they asked that identical duties and responsibilities be added to their work descriptions.

[131] I am of the view that any item I add to either Mses. McKay’s and Parker’s work description should be added to the work descriptions of both grievors since they both do the same work.

[132] I find that the vast majority of the items that Mses. Parker and McKay want me to add to their work descriptions are already captured in the generic work description, although expressed in different terms. For the most part, Ms. McKay and Ms. Parker have rewritten the generic work description in their own words. As I have indicated above, writing a work description is the prerogative of the employer.

[133] Mses. McKay and Parker ask that the following item be added to their work descriptions (“Key Activities” item 1 in Exhibit G-20):

*Manages and/or co-ordinates the activities of the Human Resources Centre for students. Participates in the selection board for students. Does reference checks and provides post-board feedback to applicants.*

[134] The evidence does not establish that Mses. McKay and Parker “manage” the Human Resource Centre for Students. However, the evidence establishes that they both “supervised” and “coordinated” the activities of that resource centre. Mr. Bittman testified that Ms. Parker participated in selection boards for student hiring, as did other staff members of the Melfort office. Ms. Parker did so during two summers. Mr. Bittman took over all those activities in 2004. Programs officers in Saskatchewan no longer perform that activity. However, the evidence of Mses. McKay and Taylor establishes that the activity was not mandatory. As Ms. Taylor stated, it was more a

developmental assignment. In my view, a work description does not have to include voluntary activities or developmental assignments.

[135] Meses. McKay and Parker stated that they perform the following duties (“Key Activities” 2 in Exhibit G-20):

*Administers the Foreign Worker Program. Consults with the employer community, other provincial or federal organizations, associations or bargaining agents in respect to the assessment of the application. Approval or rejection of the application based on program criteria and completed labour market analysis.*

[136] The evidence does not establish that they “administer” the Foreign Worker Program. Ms. Taylor and Mr. Bittman explained that programs officers provide opinions on the availability of Canadians in the labour market. Programs officers do not approve applications; they make recommendations. I agree with Ms. Taylor and Mr. Bittman that the role of a programs officer is better described in “Key Activities,” at item 1 (on page 1), of the generic work description, which provides that a programs officer “[c]onsults and advises on applications . . . assesses applications . . .”, and “Information for the Use of Others,” at item 3 (on page 3), of the generic work description, which mentions that a programs officer “[e]xplains program legislation, policies related to eligibility, qualifying conditions and maintenance of benefits under HRI programs and services. . . .” “Job Content Knowledge,” at item 1 (on page 5), of the generic work description is also relevant. It provides that a programs officer determines “. . . if the applicant and the activities meet the eligibility conditions . . . .” One of those criteria is the availability of Canadians in the labour market.

[137] Meses. McKay and Parker ask that the following item be added to their work descriptions (“Information for the Use of Others” item 1 in Exhibit G-20):

*Researches, compiles, organizes, analyzes and synthesizes information, in collaboration with other internal experts, about communities, programs and/or services from various sources, such as, Federal government departments, other levels of government, associations and industry. Designs strategies to assist communities and organizations in developing their economic and social capacities to meet current and future needs.*

[138] I accept the testimony of Mr. Bittman, who stated that programs officers do not “design strategies”; the partner or community group performs that task. Programs

officers assist or support the community. As for the other aspects of this item, in my view they are already captured in the generic work description. For example, “Intellectual Effort,” at item 3 (on page 9), mentions that the activities of a programs officer include “. . . synthesizing knowledge of the community, its needs and developmental directions; identifying areas of potential growth and areas where federal intervention would be beneficial. . . .” “Intellectual Effort,” at item 4 (on page 9), also captures the work that programs officers do in compiling and organizing information and provides that a programs officer “. . . is required to keep abreast of changes to local, regional and departmental programs and services, business plans, directions, policies, procedures and systems . . .” and that he or she must “. . . integrate these new directives . . . .”

[139] I do not agree with Mses. McKay and Parker that the following duties should be added to their work descriptions (“Information for the Use of Others” item 2 in Exhibit G-20):

*Researches socio-economic initiatives and best practices undertaken in Canada and in other countries. Develops presentation/information packages for delivery to local interest groups. This information is used by community sponsors, stakeholders and the HRCC management team, to develop local and regional strategic directions that incorporate these best practices.*

[140] Mses. McKay and Parker did not submit any convincing evidence that they research best practices in other countries or explain why they should do so. On that point, the testimony of Mr. Bittman that there is no such requirement or need is more plausible.

[141] Researching socio-economic initiatives and best practices in Canada is covered in the generic work description. For example, “Contextual Knowledge,” at item 20 (on page 7), mentions that a programs officer must be “. . . aware of prevailing political, social and economic environments and trends and issues in the labour market in order to assess the political impact of benefit of proposed activities on the social and economic environment of the community.”

[142] Developing presentations and information packages is also covered in the generic work description. For example, “Communications,” at item 7 (on page 8), provides that a programs officer is required to “. . . prepare . . . presentations for

departmental staff and management and external clients . . .” and that “... [i]nformation must be tailored to the understanding of people of varying educational levels and background.” “Information for the Use of Others,” at item 1 (on page 2), is also relevant since it provides that a programs officer “[d]elivers presentations to ensure that elected and community officials . . . are kept current on programs and services . . . .”

[143] Mses. McKay and Parker had asked that “Information for the Use of Others” item 3 in Exhibit G-20 be added to their work descriptions. They, however, later conceded that the duties described in this item are captured in “Information for the Use of Others,” at item 6 (on page 3), of the generic work description.

[144] There is no need to add to Mses. McKay and Parker’s work descriptions the following item that they want me to add (“Information for the Use of Others” item 4 in Exhibit G-20):

*Prepares and finalizes contract documents as negotiated according to program terms and conditions with measurable, clearly defined objectives. Legal documents inform all parties of their rights, obligations and expectations related to the programming activities. Conducts, on and off site, financial and activity monitors to confirm adherence to contractual obligations and objectives. This information is used by HRDC and client/stakeholders to evaluate performance objectives against results achieved and to determine future best practices.*

[145] As Ms. Taylor pointed out, the role of programs officers with respect to completing agreements is captured in several parts of the generic work description. For example, “Key Activities,” at item 1 (on page 1), provides that a programs officer “. . . negotiates and concludes agreements . . . .” The monitoring aspect of the proposed item is also covered in several parts of the generic work description. For example, “Key Activities,” at item 2 (on page 1), mentions that a programs officer “[m]onitors, analyzes and evaluates the effectiveness of agreement activities and ensures employer/sponsor/client understanding of financial support/claim processes; ascertains and records project/participant outcomes . . . .” “Key Activities,” at item 3 (on page 1), also touches on monitoring since it provides that a programs officer “. . . conducts financial monitoring; and performs closeout activities . . . .”

[146] Mses. McKay and Parker had asked that “Information for the Use of Others” item 5 in Exhibit G-20 be added to their work descriptions. Since they later conceded that the duties described in this item are captured in “Information for the Use of Others,” at items 6 and 8 (on page 3), of the generic work description, there is no need for further comment.

[147] Mses. McKay and Parker ask that the following item be added to their work descriptions (“Information for the Use of Others” item 6 in Exhibit G-20):

*Conducts labour market assessments and provides a labour market opinion to CIC and employers on the availability of qualified Canadian workers. This information is used by Immigration Officers to determine whether they will issue employment authorizations to foreign workers. This information can also be used by internal program staff, and community organizations and other levels of government, to effectively plan programming and services to correct imbalances in the labour market.*

I agree with Mses. McKay and Parker that the generic work description does not mention this duty and that it is sufficiently important to be included in their work descriptions. Therefore, I find that the following item shall be added at the end of the section “Information for the Use of Others” of their work descriptions:

*Conducts labour market assessments and provides a labour market opinion to Immigration Canada and employers on the availability of qualified Canadian workers. This information is used by immigration officers to determine whether they will issue employment authorizations to foreign workers.*

[148] Mses. McKay and Parker stated that they perform the following duties (“Leadership of Human Resources (Individuals)” item 1 in Exhibit G-20):

*Provides direction on special projects, such as the implementation of new programs and/or services at the HRCC level and may assist in the development of new programming at the regional and national level. Provides a lead role in establishing terms and conditions of the work to be undertaken; identifies resources required (Program Officers, administrative support, training, etc.); defines objectives, methodologies; monitors and/or supervises the activities; and provides expert direction and control throughout the various phases of implementation. This is an individual activity but may be shared.*

In my view, this overstates the role of programs officers. The evidence given by Mses. McKay and Parker does not clearly establish that they provide “direction” on special projects. Their own testimonies indicate that their role is more giving advice on programs than providing direction.

[149] I was not provided with clear evidence that programs officers assist in the development of new programs at the regional and national levels. As Mr. Bittman explained, the HRSDC’s programs are legislated.

[150] There is no convincing evidence that programs officers provide a lead role in establishing the terms and conditions of the work to be undertaken. As Ms. Taylor explained, the employer provides the terms and conditions of the programs. Mr. Bittman added that the role of programs officers is to ensure that the terms and conditions fixed in legislation are met in the projects that the HRSDC offers.

[151] I am not persuaded that a programs officer defines methodologies as the proposed item indicates. I accept Mr. Bittman’s explanation that a programs officer has input in defining methodologies but that it is the sponsor that defines the methodology.

[152] There is no cogent evidence that Mses. McKay or Parker supervise, control or direct activities, contrary to what is indicated in the item that they want to add to their work descriptions. The description of Mr. Bittman seems more plausible. The role of a programs officer is to monitor client activities, not supervise, control or direct them. As Mr. Bittman explained, a programs officer must keep an arm’s-length relation with sponsors.

[153] I do not agree that Mses. McKay or Parker provide the “mentorship” to new staff that they propose in the following item that they want added to their work descriptions (“Leadership of Human Resources (Individuals)” item 2 in Exhibit G-20):

*Provides on-going mentorship for new and existing staff concerning the implementation and delivery of HRDC programs and services and provides administrative and technical assistance on established delivery procedures within the HRCC. There is a responsibility to ensure that procedural information is shared with colleagues. This responsibility maybe shared.*



[154] I agree with Ms. Taylor that programs officers provide coaching to new staff, as do virtually all public servants. As I have explained in the case of Meses. Orange and Marit, “mentoring” implies more than explaining procedures and sharing information; it implies establishing and implementing a training and development plan for a new employee. The role of a programs officer in that respect is, in my view, better described in “Leadership of Human Resources,” at item 3 (on page 4), of the generic work description, which provides that a programs officer “[e]xplains administrative and technological work practices and procedures to new staff . . . .”

[155] Meses. McKay and Parker ask that the following item be added to their work descriptions (“Leadership of Human Resources (Individuals)” item 3 in Exhibit G-20):

*Chairs boards that interview, select and staff the Human Resource Centre for Students. Provides for the functional set up of the facility and ongoing supervision and management of the HRCS staff and operational procedures; resolves internal conflict situations and responds to complaints from the public. Provides guidance to the Student Employment Officers on the operational requirements of the Centre and the delivery of scheduled media events and marketing campaigns. Supervises the closure of the HRCS facility. Evaluates the performance of the Centre at the close of operations and makes recommendations to management for operational improvements and/or the continuation of established best practices. This responsibility is an individual activity.*

[156] I have already dealt with most of this item when addressing “Key Activities” item 1 in Exhibit G-20. I have concluded that Meses. McKay and Parker do not manage the Human Resource Centre for Students. They both “supervised” and “coordinated” the activities of that resource centre. I have also concluded that Meses. McKay’s and Parker’s involvement in that resource centre need not be included in their work descriptions since it is not a mandatory requirement. It is noteworthy that the programs officers’ participation in activities in the student centre ceased in 2004 when Mr. Bittman took over those activities.

[157] There is no need to add the following to the work descriptions of Meses. McKay and Parker (“Leadership of Human Resources (Individuals)” item 4 in Exhibit G-20):

*Mentors, assigns work and assesses the performance of co-operative students and interns. This responsibility is shared.*

[158] As Ms. Taylor testified, programs officers explain to students how to do a task. In my view, this does not constitute “mentoring,” as I have already explained in this decision. I also accept Ms. Taylor’s explanation that she assesses students since she is the one that signs their one-page assessment report, although with input from programs officers. The role of programs officers, with respect to explaining to students what to do, is captured in several areas of the generic work description. For example, “Leadership of Human Resources,” at item 3 (on page 4), provides that a programs officer “[e]xplains administrative and technological work practices to new staff . . . .” In my view, “new staff” includes students who come to work for a short period.

[159] Meses. McKay and Parker ask that the following item be added to their work descriptions (“Leadership of Human Resources (Individuals)” item 5 in Exhibit G-20):

*Provides guidance and support for individual clients seeking assistance to establish and implement an action plan that will further their career goals and/or assist them in obtaining suitable employment. Recommends the implementation of appropriate programming to assist clients in obtaining their goals. This responsibility is not shared.*

There is no convincing evidence that Meses. McKay or Parker perform the duties described in this item or that they are required to do so. The testimony of Ms. Taylor on that point is more plausible. She stated that programs officers do not assist individuals directly. They work with sponsors who, in turn, work with individuals. Ms. Parker should not give information directly to individuals.

[160] Meses. McKay and Parker stated that they perform the following duties (“Planning and Controlling” items 1 and 2 in Exhibit G-20):

*Participates with management in establishing funding levels for specific youth programs such as Youth Service Canada and the Youth Internship Program. Provides a rationale for required funding levels for each program according to the planned activity identified in the local Business Plan, which was compiled through the input of all Program Officers and approved by management. There is wide latitude to choose from among the various program options to fund projects within the parameters of program guidelines and the identified needs of the HRCC area. Provides a monthly forecast on existing project expenditures and for planned, future project activity and makes recommendations for*

*changes to funding levels of the various programs as reflected in the program forecasts.*

*Manages single line budgets within guidelines established by local management.*

[161] In my view, Mses. McKay and Parker have not properly described their role in budgetary matters. As Ms. Taylor and Mr. Bittman explained, programs officers do not establish funding levels for programs, since that is done at the regional office. Not even Mr. Bittman can establish funding levels for programs; he can do so only for projects, with the input of programs officers.

[162] As Ms. Taylor explained, programs officers establish rationales, but for projects, not programs. I also accept Ms. Taylor's explanation that programs officers have the latitude to choose from program options to fund projects, but that latitude is not wide since there are two or three options within each program, and each option has set guidelines.

[163] As to making recommendations for changes to funding levels, the employer's witnesses stated that programs officers do not perform that duty. Mr. Bittman stated that he is involved in any budget change and that the regional office would decide if a change is required.

[164] There is no clear evidence that a programs officer manages single line budgets, contrary to what the proposed item indicates. As Ms. Taylor and Mr. Bittman explained, the regional office must approve any change to the budget and any transfer of funds.

[165] In my view, Mses. McKay's and Parker's role in budgetary matters is better described in the following parts of the generic work description. For example, "Key Activities," at item 1 (on page 1), provides that a programs officer ". . . recommends and/or approves program financial support . . . ." "Money," at item 1 (on page 4), of the generic work description provides that a programs officer "[m]onitors commitments and expenditures . . . and . . . prepares forecasts . . . ." "Key Activities," at item 6 (on page 2), is also relevant since it provides that a programs officer ". . . forecasts budgetary requirements . . . ."

[166] Mses. McKay and Parker had asked that "Acquiring Funds" item 1 in Exhibit G-20 be added to their work descriptions. I will not comment on that item since their representative later withdrew that request.

[167] In my view, there is no need to add the following item to Mses. McKay's and Parker's work descriptions ("Contextual Knowledge" item 1 in Exhibit G-20):

*Knowledge of media contacts and HRDC procedures for disseminating information in support of national, regional and local public awareness initiatives; knowledge of contacts and logistics for arranging special events, workshops and conferences.*

This item overstates programs officers' role with the media. They do not have a significant role in relation to the media since media relations are handled by the HRSDC's communication officers in the regional office. Ms. McKay, for example, stated that she used the knowledge she gained in media training only when she replaced her manager at media events.

[168] As to Mses. McKay's and Parker's knowledge of procedures for disseminating information, I am satisfied that it is aptly captured in the parts of the generic work description referred to by Ms. Taylor. "Job Content Knowledge," at item 3 (on page 6), for example, provides that a programs officer must possess knowledge of "marketing and promotion techniques to make community officials aware of HRI programs and services . . . ."

[169] There also is no need to add the following item to Mses. McKay's and Parker's work descriptions ("Motor and Sensory Skills" item 1 in Exhibit G-20):

*Visual and auditory skills are required to gather oral information while participating in consultative and inter-intra, departmental meetings and events. Nuances of verbal messages and physical gestures must be interpreted, clarified and understood so as to identify multiple speakers and take notes on presentations when conditions such as background noise or cross-talk occur.*

These duties are aptly captured in the proper part of the generic work description. "Communication," at item 1 (on page 8), of the generic work description provides that a programs officer must possess "[a]ctive listening and interpretation skills to understand questions posed by internal and external clients . . . ." "Communication," at item 2 (on page 8), provides that "[l]istening skills are required to chair and facilitate meetings, to manage the agenda, summarize points made and decisions taken . . . ."

[170] Further, there is no need to add the following item to Mses. McKay's and Parker's work descriptions ("Motor and Sensory Skills" item 2 in Exhibit G-20):

*A high degree of accuracy is required and the adherence to professional standards is particularly vital when dealing with financial information, program criteria and briefings for clients, stakeholders and senior management. Speed is essential when faced with pressing deadlines.*

[171] The requirement for accuracy in the work of a programs officer is more properly placed in the “Intellectual Effort” part of the generic work description. “Intellectual Effort,” at item 1 (on page 9), of the generic work description highlights the detailed type of duties a programs officer has to perform.

[172] There is no need to add the following item to Mses. McKay’s and Parker’s work descriptions (“Motor and Sensory Skills” item 3 in Exhibit G-20):

*Coordination and dexterity are required to operate audiovisual equipment while delivering presentations to diverse audiences.*

This item is already captured in the generic work description. “Motor and Sensory Skills,” at item 1 (on page 9), provides that “[d]exterity and co-ordination skills are required to operate a computer keyboard . . . .” “Physical Assets and Products,” at item 2 (on page 5), provides that a programs officer “[o]perates and cares for personal and laptop computer, printer, office furniture and equipment used in the daily performance of one’s work. . . .”

[173] There is no need to add to Mses. McKay’s and Parker’s work descriptions the following item (“Intellectual Effort” item 1 in Exhibit G-20):

*For all of the above, external conditions increase the mental effort, like distractions and interruptions caused by telephone calls, office conversations, frequent meetings, and consultations with employees and colleagues. The effort is also complicated by externally imposed deadlines, concurrent demands, shifting priorities, the need to consider many viewpoints and short notice requests for briefings on high profile issues and/or cases.*

[174] Distractions, interruptions and changing priorities are dealt with in the “Work Environment” section of the generic work description. In my view, that is the proper place to address those matters. “Work Environment,” at item 1 (on page 11), specifies that “. . . work is performed in an open concept office with exposure to continual distractions such as noise, equipment, conversations and people traffic. . .” and specifies that “. . . [t]here is a continuous requirement to deal with changing

priorities . . . .” “Job Content Knowledge,” at item 4 (on page 6), is also relevant since it mentions that a programs officer must possess knowledge of time-management techniques to deal with “. . . large workload and multiple deadlines . . . .”

[175] Mses. McKay and Parker testified that they need sustained attention to perform their work (“Sustained Attention” items 1 and 2 in Exhibit G-20):

*Sustained attention is required when participating in conference calls and when communicating by telephone with individual and employer clients, project sponsors and other community representatives and government agencies in order to provide information and advice; negotiate terms of contracts; debate program funding issues and network with community partners to further good working relationships. This is made more difficult by frequent interruptions, other demands for service, concurrent time restraints, and availability of the other party. This activity represents 30-40% of the day.*

*Sustained attention is required when attending community meetings, training sessions and open forums where it is necessary to capture the essence of presentations and discussions; identify emerging issues and trends and to exchange information, knowledge and ideas; summarize notes on relevant topics and report to colleagues for future consideration. This is made more difficult because of the interaction and discussion amongst large numbers of stakeholders expressing unique and sometimes diverging points of view while striving to reach consensus on a given topic. This represents about 20% of the average workday.*

Ms. Taylor and Mr. Bittman agreed that programs officers need the sustained attention described in this item, but, in their view, such sustained attention is captured in the “Communication” part of the generic work description. As I have already stated about the grievances of Mses. Orange and Marit, it is curious that the only item under the heading “Sustained Attention” refers to driving a vehicle. Surely, making presentations and chairing meetings requires more sustained attention than driving a vehicle. However, the wording proposed by Mses. McKay and Parker is too elaborate and wordy. I find that the following shall be added to their work descriptions:

- “Sustained attention is required when making presentations” (after “Sustained Attention” item 1);

- “Sustained attention is required when chairing, facilitating or attending meetings, workshops and training sessions” (after the above bullet); and
- “Sustained attention is required when providing advice to clients and negotiating and concluding agreements with clients” (after the above bullet).

[176] In my view, there is no need to add the following item to Mses. McKay’s and Parker’s work descriptions (“Physical Effort” items 1 and 2 in Exhibit G-20):

*Travel and participation in special events requires the incumbent to carry luggage, briefcases, computer and presentation equipment, cartons of promotional materials and display systems. This occurs on average of once every two months for events and three to four times per week for meeting [sic]*

*Physical strength and coordination are required in setting up meeting rooms, audio-visual equipment, computer terminals and stand-alone displays for workshops, conferences or special events. Physical demands include loading and unloading equipment and promotional materials from vehicles, assembling and disassembling display systems and operating audio-visual equipment.*

[177] In my view, carrying laptops and briefcases does not demand any special physical effort. The testimonies of Ms. Taylor and Mr. Bittman establish that help is provided by Corporate Services when heavy lifting is required in special events. In fact, programs officers are directed not to do any heavy lifting since it is not part of their work.

[178] Mses. McKay and Parker want to add the following item to their work descriptions (“Psychological Environment” item 1 in Exhibit G-20):

*Program Officers deal with complaints and/or public criticism from distressed, angry or confrontational people who are unhappy with HRDC policies or procedures, imposed deadlines or time pressures when dealing with contracts, budgets and meetings. Strained relationships can occur when dealing with community partners and other government departments who have different expectations.*

I agree with the employer that this item is captured in the appropriate parts of the generic work description. “Work Environment,” at item 1 (on page 11), for example, provides that a programs officer must “. . . explain and defend refusal of support to

clients . . .” and “Work Environment,” at item 2 (on page 11), mentions that a programs officer must “. . . resolv[e] sensitive matters such as sensitive issues around non-compliance of project sponsors or individual clients.” “Communication,” at item 1 (on page 8), states that clients may be “. . . confused, upset, angry, under stress . . . .” “Psychological/Emotional Effort,” at item 1 (on page 10), mentions that “. . . applicants might be angry . . .” when their application is denied. “Psychological/Emotional Effort,” at item 2 (on page 10), provides that there is a need to remain composed when explaining to clients why their project or application is refused.

[179] There is no need to add the following item to Mses. McKay’s and Parker’s work descriptions (“Psychological Environment” item 2 in Exhibit G-20):

*Frequent staff changes and the orientation and mentoring of new staff can create imbalances in the distribution of work.*

[180] There is no evidence that there are frequent staff changes or that staff changes or orientating new staff creates imbalances in the distribution of work.

[181] Mses. McKay and Parker ask that the following item be added to their work descriptions (“Physical Environment” item 1 in Exhibit G-20):

*The work involves travel outside the workplace by car or plane that may require extended periods of time (up to seven hours) sitting in one place. This can be difficult when coping with unfavourable weather and/or road conditions. The incumbent must often begin travel status up to three hours before regular business hours in order to arrive on time for appointments and meetings and often ends the working day up to five hours later after travelling from those meetings. Visits to project sites normally occur on a weekly basis and may last several hours, or in the case of lengthy monitors they may last most of the day. These sites may require travel within the HRCC region. Occasional air travel to national or other provincial destinations involves confinement in a plane, adjustment to schedules and work hours and exposure to the effects of jet lag which can last several days.*

[182] I believe Ms. Taylor when she states that programs officers would be encouraged to travel the day before a meeting or event in order to avoid having to travel before working hours. She also stated that travel by plane is rare. In my view, Mses. McKay’s and Parker’s travel requirements are sufficiently captured in the generic work description. For example, “Work Environment,” at item 3 (on page 11), of the generic work description provides that the work requires “. . . some travel to attend



meetings. . . .” “Work Environment,” at item 1 (on page 11), mentions that “. . . [t]here is a requirement to work outside the office . . . .” “Physical Effort,” at item 1 (on page 10), also refers to travelling.

[183] Mses. McKay and Parker ask that the following item be added to their work descriptions (“Physical Environment” item 2 in Exhibit G-20):

*Meetings and special events frequently occur during evenings or weekends and the incumbent must be prepared to extend workdays and workweeks as needed. These demands occur on an average of once per month.*

[184] It is true that Mses. McKay’s and Parker’s participation in special events is not reflected in the generic work description, nor is their need to work overtime. I realize that there are few special events. There are only 8 to 10 special events a year, and participation is shared among programs officers, which means that a programs officer may participate in 1 or 2 events a year. However, I believe that weekend work, as well as overtime work, should be reflected in Mses. McKay’s and Parker’s work descriptions, as they suggested. Therefore, I find that the following item shall be added to Mses. McKay’s and Parker’s work descriptions after “Work Environment” item 3: “At times, the work may require working evenings and on weekends, although such requirements are not frequent.”

[185] I do not believe that the following item needs to be added to Mses. McKay’s and Parker’s the work descriptions (“Risk to Health” item 1 in Exhibit G-20):

*Participation in workshops and special events may require moving furniture, loading and unloading vehicles, carrying equipment and supplies and setting up display systems. Activities may take place outside normal working hours, thus increasing the likelihood of physical and mental fatigue. These conditions expose the incumbent to risk of back injury, muscle strain or sprains and falls. Major events and presentations occur on average of eight to ten times a year.*

I believe Ms. Taylor when she states that programs officers are not required to move furniture, contrary to what this item implies. Mr. Bittman also stated that programs officers are not required to move furniture. Arrangements would be made with staff from Corporate Services if furniture had to be moved or loaded during a special event.

[186] Ms. Parker stated that she performs the following duties (“Key Activities” item 1 of Exhibit G-19):

*Promotes community capacity building by initiating, negotiating, and maintaining effective liaison and collaboration with community groups to develop short and long-term strategies and action plans that meet local, regional and national priorities.*

In my view, there is no need to add this item to Mses. McKay's and Parker's work descriptions since the role of programs officers in the community is aptly described in several parts of the generic work description. "Intellectual Effort," at item 3 (on page 9), properly describes a programs officer's role with the community by specifying that programs officers "... contribute to the development of HRCC's business plan related to community capacity building. . . ." "Key Activities," at item 4 (on page 2), of the generic work description highlights the role of a programs officer in the community by providing that a programs officer "[p]romotes an awareness of and markets to audiences HRI programs and services aimed at effecting positive changes in the local labour market and the community . . . ." The collaboration and liaison work of a programs officer is highlighted in "Key Activities," at item 8 (on page 2), which mentions that a programs officer "[d]evelops and promotes working level partnerships within the community . . ." and "Key Activities," at item 9 (on page 2), which provides that a programs officer "[r]epresents HRDC at local community meetings to promote the implementation of local priorities and strategies." In fact, the generic work description is replete with references to the involvement of programs officers in the community.

[187] Ms. Parker stated that "Key Activities" item 2 on page 1 of Exhibit G-19 should be added to their work descriptions. That item reads as follows:

*Collaborates with HRDC management in the development and decision making of local strategies, formulation of the business plan and allocation of program budgets. Prepares financial forecast for program budgets to achieve planned results and full budget utilization. Advises senior management on program related issues that identify labour market imbalances and shortages.*

In my view, the role of a programs officer is not properly described in this item. As Mr. Bittman testified, a programs officer does not "collaborate" with management in deciding strategies, business plans and allocating program budgets. Programs officers may assist or provide input for those activities, but they do not collaborate with management. Mr. Bittman, the office manager, is held accountable for those activities. Programs officers do not advise senior management on program issues either. The

programs officers advise Mr. Bittman who, in turn, advises senior management. I agree with Mr. Bittman that the role of a programs officer is better described in the parts of the generic work description to which he referred.

[188] There is no need to add “Key Activities” item 6 on page 1 of Exhibit G-19:

*Identifies strategic key players necessary for the successful implementation of programs and services to maximize optimal use of community resources. Represents HRDC and works in collaboration with community and provincial government organizations at various levels to achieve common goals and effective utilization of program dollars. Implement new HRDC initiatives in the community.*

This item is aptly captured in other parts of the generic work description identified by Mr. Bittman. For example, “Intellectual Effort,” at item 4 (on page 9), provides that a programs officer must be aware of the needs and developmental directions of the community in order to identify areas of potential growth.

[189] Ms. Parker stated that she performs the following duties described in “Key Activities” item 7 of Exhibit G-19:

*Develops and/or facilitates training, provides mentorship on program criteria and procures. Provides ongoing support to new and existing field staff. (Work Sharing. SCP. Foreign Workers, Youth Programs).*

In cross-examination, Ms. Parker recognized that she did not personally develop training material. Mr. Bittman also stated that programs officers do not develop such training. As for training new staff and students, I have already dealt with that matter when addressing “Leadership of Human Resources (Individuals)” items 2 and 4 in Exhibit G-20.

[190] There is no need to add to Mes. McKay’s and Parker’s work descriptions the following excerpt of “Well Being of Individuals” item 2 of Exhibit G-19:

*. . . Responsible for research to establish referrals to appropriate intervention services within the community social structure, such as: crisis interventions, legal services, health agencies, and/or other financial support agencies.... Sensitivity to the needs and issues of youth clients with multiple barriers preventing them from entering the labour force and people with disabilities who require special*

*assistance and program supports in order to gain meaningful employment . . . .*

There is no convincing evidence that programs officers perform or are required to perform this work. As Mr. Bittman explained, programs officers do not provide these services to clients; they do not perform individual case management. Mr. Bittman would have told Ms. Parker to stop providing this service if she had done so. It is not part of the HRSDC's mandate.

[191] There is no need to add to Meses. McKay's and Parker's work descriptions the following excerpt of "Well Being of Individuals" item 3 of Exhibit G-19:

*. . . There is a responsibility to ensure the integration of the foreign worker into the business by providing the employer and the foreign worker with information about settlement assistance resources in the community and best practices that employers have used to make their foreign worker retention more successful.*

[192] There is no convincing evidence to substantiate that a programs officer ensures the integration of foreign workers into the business. In cross-examination, Ms. Parker admitted that she did not ensure their integration. She stated that, once, in 2002, a contact came into her office and asked for information about an employer and she provided that information. In my view, this is not ensuring integration. The testimony of Mr. Bittman on this matter is more plausible. He stated that programs officers do not monitor individuals. If a person comes into an office and asks questions, programs officers may refer that person to another organization, but that would be the limit of their intervention.

[193] Ms. Parker stated that she performs the following duties ("Money" item 7 of Exhibit G-19):

*Checks and monitors Employment Insurance Benefits paid to employees under the Work Sharing Program. Monitors the hours claimed for work sharing purposes and advises Employment Insurance Agents of discrepancies that require the recovery of E.I. benefits from individuals participating in the Work Sharing Agreement. Serious and deliberate discrepancies may require cancellation of the agreement and further investigation action.*

There is no clear evidence to substantiate that Meses. McKay and Parker perform these duties. As Mr. Bittman explained, programs officers do not and should not verify

whether employment insurance benefits are paid to employees, and they do not monitor the hours claimed for work sharing.

[194] There is no need to add the following items to Ms. McKay's and Parker's work descriptions ("Ensuring Compliance" items 1 and 4 in Exhibit G-19):

*Ensures compliance on the part of the contractors/sponsors with the provisions of the EI Act, Employment Standards, Employment Equity Act, Official Languages Act, Occupational Health and Safety, Labour Standards, Workers' Compensation, Privacy Act, Access to Information Act, Canada Customs and Revenue Agency regulations, Financial Administration Act, Treasury Board's Transfer Payment Policy, as well as municipal permits and licensing issues and adequate liability insurance.*

...

*Ensures, on an ongoing basis, sponsor compliance with program criteria and with the terms of regulated agreements, such as the use of acceptable accounting practices, source deductions and remittances, appropriate coverage in terms of insurance and workers' compensation, municipal permits, etc. In cases of non-compliance, identifies corrective action required, requests necessary action and, where compliance is still not achieved, recommends or actions suspension of further funding. In extreme cases may recommend or approve termination of the agreement. Determines or recommends the establishment of overpayments.*

This overstates the role of a programs officer. As Mr. Bittman explained, programs officers are not responsible for ensuring compliance with all those Acts. They are responsible for compliance with the sponsorship agreement, not the legislation. Parts of some of those Acts apply to sponsorship agreements. The role of programs officers is much narrower and better described in "Ensuring Compliance," at items 1, 2 and 3 (on page 5), of the generic work description.

**C. If duties and responsibilities shall be added to the grievors' work descriptions, should similar changes be made to the work descriptions of other programs officers?**

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[195] In my view, I cannot order that the changes to the work descriptions of the grievors in B.C. also be made to the work descriptions of the grievors in Saskatchewan, and *vice versa*. I simply do not have enough evidence to decide whether the work of

the B.C. grievors is the same as the work of the Saskatchewan grievors. The only evidence on this issue is a general statement from Ms. Varchol that the work of programs officers in B.C. is different in some aspects from the work of programs officers in Saskatchewan. In B.C., some programs are co-managed with the province. It is also telling that the duties Ms. Orange and Marit want to add to their work descriptions are not the same as those that Ms. McKay and Parker want to add to theirs.

[196] The grievors argued that, if I order changes to the work description of any grievor, those changes should also be made to the generic work description. They contend that, because the employer chose a generic work description, the same work description should apply to all programs officers. I cannot agree with that submission. Clause 55.01 of the collective agreement provides that each employee covered by the collective agreement has the right to a complete and current statement of his or her duties and responsibilities. Each employee is entitled to a work description that faithfully describes his or her own work. I cannot change the work descriptions of employees who have not grieved them.

**D. If duties and responsibilities shall be added to the grievors' work descriptions, as of which date should there additions be effective?**

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[197] The employer contends that the remedy for these grievances should have effect no earlier than 25 days from the date each individual grievance was filed. The grievors received the generic work description in or around February to May of 2002. In support of its proposition, the employer referred me to *Coallier*. In that case, the employee had filed a grievance because he had not been paid according to the salary scale set out in his collective agreement. The Federal Court of Appeal found that the salary claim could not cover the period before the prescribed period for filing the grievance (25 days in that case).

[198] I need not comment on *Coallier*, since the grievors did not ask that my decision take effect before the date on which they filed their respective grievances. Therefore, I find that my decision shall take effect as of the dates on which each grievance was filed.

[199] There is no need for me to remain seized of these grievances, contrary to what the grievors suggested.

[200] For all of the above reasons, I make the following order:

*(The Order appears on the next page)*

**V. Order**

[201] The grievances of Mses. Orange and Marit are allowed in part. I order the following items added to their work descriptions in the areas indicated:

- “Evaluates current programs and services delivered by sponsors and community partners to identify gaps and ensure that current HRSDC programs and services meet the needs of the community” (after “Key Activities” item 2);
- “Identifies the best methods for delivering programs and services” (after the above item);
- “Sustained attention is required when providing advice to clients and negotiating and concluding agreements with clients” (after “Sustained Attention” item 1); and
- “Sustained attention is required when chairing, facilitating or attending meetings, workshops and training sessions” (after the above bullet).

[202] The grievances of Mses. McKay and Parker are allowed in part. I order the following items added to their work descriptions in the areas indicated:

- “Conducts labour market assessments and provides a labour market opinion to Immigration Canada and employers on the availability of qualified Canadian workers. This information is used by immigration officers to determine whether they will issue employment authorizations to foreign workers” (at the end of “Information for the Use of Others”);
- “Sustained attention is required when making presentations” (after “Sustained Attention” item 1);
- “Sustained attention is required when chairing, facilitating or attending meetings, workshops and training sessions” (after the above bullet);
- “Sustained attention is required when providing advice to clients and negotiating and concluding agreements with clients” (after the above bullet); and



- “At times, the work may require working evenings and on weekends, although such requirements are not frequent” (after “Work Environment” item 3).

[203] I further order that the work descriptions of Mses. Orange, Marit, McKay and Parker be modified as of the respective dates on which their grievances were filed.

September 11, 2009

**John A. Mooney,  
Adjudicator**