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File: 566-02-772

Citation: 2009 PSLRB 50



*Public Service  
Labour Relations Act*

Before an adjudicator

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BETWEEN

**MICHAEL DERVIN**

Grievor

and

**TREASURY BOARD  
(Department of National Defence)**

Employer

Indexed as

*Dervin v. Treasury Board (Department of National Defence)*

In the matter of an individual grievance referred to adjudication

**REASONS FOR DECISION**

***Before:*** [Renaud Paquet, adjudicator](#)

***For the Grievor:*** [Shirley Paulin, Professional Institute of the Public Service of Canada](#)

***For the Employer:*** [Ranee Greco, counsel](#)

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Heard at Ottawa, Ontario,  
September 2 and 3, 2008, and March 17 and 18, 2009.

## REASONS FOR DECISION

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### **I. Individual grievance referred to adjudication**

[1] Michael Dervin (“the grievor”) was a Hydrodynamics Specialist with the Department of National Defence (“the employer”). On May 30, 2006, the grievor filed a grievance alleging that the employer failed to provide him with a complete and current statement of his duties and responsibilities. The grievance was referred to adjudication on February 1, 2007. At the time of the grievance, the grievor’s position was classified at the ENG-04 group and level. The grievor is covered by the collective agreement signed by the Treasury Board and the Professional Institute of the Public Service of Canada for the Architecture, Engineering and Land Survey bargaining unit on January 26, 2006 (“the collective agreement”).

[2] As a corrective action, the grievor is asking that the employer provide him with a complete and current work description, and that the salary and benefits of which he has been deprived since 2000 be reimbursed retroactively to the date that he was assigned the duties not included in his work description. The grievor also claims damages in compensation of the employer’s bad faith and for mental distress.

[3] The relevant clause of the collective agreement, entitled “Statement of duties”, reads as follows:

...

*20.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of the employee’s position, including the position’s classification level, the position rating form and an organization chart depicting the position’s place in the organization.*

...

### **II. Preliminary objections**

[4] The employer raised an objection based on the contention that this grievance is a classification grievance. The grievor is alleging that the employer is depriving him of adequate pay, and he is claiming retroactive pay to the date he was assigned the duties of his position. The employer argued that, according to the *Public Service Labour Relations Act* (the “Act”), an adjudicator does not have jurisdiction to decide on a classification grievance. The employer referred me to the following case law: *Babiuk et al. v. Treasury Board (Department of Citizenship and Immigration)*, 2007 PSLRB 51;

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*Chadwick v. Canada (Attorney General)*, 2004 FC 503; *Charpentier v. Treasury Board (Environment Canada)*, PSSRB File No. 166-02-26197 and 26198 (19970131); *Currie et al. v. Canada Revenue Agency*, 2008 PSLRB 69; and *Gvildys v. Treasury Board (Health Canada)*, 2002 PSSRB 86.

[5] The grievor argued that this grievance is not a classification grievance but rather a work description grievance. The grievor recognized that his request for retroactive wages could be interpreted as a request for a new classification, and he is withdrawing that part of the grievance. However, he maintains that the adjudicator has jurisdiction to hear the part of the grievance that deals with the accuracy of his work description. The employer referred me to the following case law: *Rondeau v. Treasury Board (Revenue Canada - Taxation)*, PSSRB File No. 166-02-27295 (19970220); and *Currie v. Canada (Customs and Revenue Agency)*, 2006 FCA 194.

[6] The employer also argued that the grievance is moot. On June 22, 2007, the grievor was promoted from his ENG-04 position to an ENG-05 position. There is no remaining tangible dispute between the grievor and the employer, considering that the grievor no longer occupies the position for which he is requesting a new work description. The employer referred me to the following case law: *Borowski v. Canada (Attorney General)*, [1989] 1 S.C.R. 342 and *Leboeuf v. Treasury Board (Department of Transport) and the Public Service Alliance of Canada*, 2007 PSLRB 27.

[7] The grievor admitted that he has been occupying an ENG-05 position since June 22, 2007. However, he argued that the issue is still alive, and that he is entitled to an accurate work description for the period of time that he occupied the position of Hydrodynamics Specialist with the employer. Consequently, the issue is not moot.

### **III. Reasons on the preliminary objections**

[8] Considering that the grievor withdrew his claim for retroactive wages, the essence of this grievance now relates to the grievor's statement of duties as a Hydrodynamics Specialist, and not to his classification. It is clear to me that it is within my jurisdiction to decide whether the employer has violated clause 20.01 of the collective agreement, by failing to provide the grievor with a complete and current statement of duties and responsibilities.

[9] The facts of this case differ from *Babiuk*, *Chadwick*, *Charpentier*, *Gvildys* and *Currie et al.* In *Babiuk*, *Charpentier* and *Gvildys*, after having established that the

grievances were related to classification rather than acting pay, the adjudicators declined jurisdiction. In *Chadwick*, the Federal Court decided that the grievance had to do with acting pay and not with classification. Consequently, the adjudicator had jurisdiction to hear it. In this case, the grievance, as amended by the grievor, deals with his work description.

[10] The employer also argued that the grievance is moot because the grievor no longer occupies the position of Hydrodynamics Specialist. In *Borowski*, the Supreme Court of Canada wrote the following on the doctrine of mootness:

...

15. *The doctrine of mootness is an aspect of a general policy or practice that a court may decline to decide a case which raises merely a hypothetical or abstract question. The general principle applies when the decision of the court will not have the effect of resolving some controversy which affects or may affect the rights of the parties. If the decision of the court will have no practical effect on such rights, the court will decline to decide the case. This essential ingredient must be present not only when the action or proceeding is commenced but at the time when the court is called upon to reach a decision. Accordingly if, subsequent to the initiation of the action or proceeding, events occur which affect the relationship of the parties so that no present live controversy exists which affects the rights of the parties, the case is said to be moot. The general policy or practice is enforced in moot cases unless the court exercises its discretion to depart from its policy or practice. The relevant factors relating to the exercise of the court's discretion are discussed hereinafter.*

16. *The approach in recent cases involves a two-step analysis. First it is necessary to determine whether the required tangible and concrete dispute has disappeared and the issues have become academic. Second, if the response to the first question is affirmative, it is necessary to decide if the court should exercise its discretion to hear the case. The cases do not always make it clear whether the term "moot" applies to cases that do not present a concrete controversy or whether the term applies only to such of those cases as the court declines to hear. In the interest of clarity, I consider that a case is moot if it fails to meet the "live controversy" test. A court may nonetheless elect to address a moot issue if the circumstances warrant.*

...

[11] I do not accept the employer's argument on mootness. My decision will have the practical effect of resolving some controversy related to an alleged violation of clause 20.01 of the collective agreement. The decision is not purely academic in nature, and it meets the "live controversy" test. Although it is true that the grievor no longer occupies the Hydrodynamics Specialist position, he is fully entitled to receive an accurate statement of duties for the period of time that he occupied the position. Depending on my decision on the merits, the grievor might be able to request a retroactive revision of the classification of the Hydrodynamics Specialist position.

[12] This case differs from the *Leboeuf* case submitted by the employer. In *Leboeuf*, as in the present case, the grievor no longer held the position for which the grieved work description applied. However, in *Leboeuf*, the grievance could not have led to an upward classification. In fact, the position had been classified downward following a change in the work description, but the employer had protected the grievor's salary before she left to occupy a position at her substantive group and level. Considering that, the adjudicator concluded that the issue was moot.

#### **IV. Summary of the evidence**

##### **A. For the grievor**

[13] The grievor presented 49 documents in evidence. The grievor called Joe Podrebarac as a witness. Mr. Podrebarac is an engineer working in the same directorate as the grievor. His position is classified at the ENG-05 group and level. Mr. Podrebarac has been involved in several local and national leadership positions with the bargaining agent. He was also involved in the late 1990's in the Universal Classification Standard project. The grievor also testified.

[14] The grievor is an engineer who specializes in Naval Architecture. Between 1991 and June 2007, he occupied a position of Hydrodynamics Specialist with the employer. As a hydrodynamics specialist, the grievor was involved in projects and studies related to the motion, dynamics, resistance and propulsion of ships. The position was classified at the ENG-04 group and level. The grievor testified that the positions of engineers in training are classified at the ENG-03 group and level, the positions of working level engineers at the ENG-04 group and level, and the positions of sub-section heads at the ENG-05 group and level. On June 22, 2007, the grievor was promoted to the ENG-05 group and level as a Naval Architecture Manager.

[15] The position of Hydrodynamics Specialist reports to a military naval officer at the lieutenant-commander level. There is only one Hydrodynamics Specialist working for the employer. A regular rotation exists among the naval officers and the position is often filled by a British officer through a bilateral exchange program. There is very little supervision exercised by the naval officers, especially on the technical dimensions of the Hydrodynamics Specialist's work.

[16] The largest part of the grievor's work involved project management. He estimates that this accounted for 50 % of what he did. The projects in question were research and development oriented. Although the grievor was responsible for overseeing projects, no staff reported to him since most of the work was done by specialists, scientists and researchers from a variety of disciplines. Most of those specialists belonged to outside organizations or came from other departments.

[17] The grievor received his general project mandate from senior management. The grievor would develop the project, including the budget and the timetable, would then seek the necessary approvals. After the project had been approved, he was responsible for its realization. This involved making sure that all the partners were doing what was expected of them. Some of the projects, when completed, led to the publication of technical bulletins or the production of new standards or were the subject of presentation at meetings.

[18] A significant part of the grievor's work involved writing or updating Navy standards and writing technical bulletins. Those standards could sometimes be voluminous documents. Standards and bulletins were approved by the grievor's superior before being issued. The grievor submitted examples of documents that he wrote when he was a Hydrodynamics Specialist, and he commented on those documents.

[19] The grievor also took part in work related to international activities involving North Atlantic Treaty Organization (NATO) and non-NATO working groups. Some of that work was carried out to further the development of international standards. The grievor also acted as a Canadian representative with working groups of NATO specialists. The grievor submitted three of his past performance reviews to confirm that he had been asked to do that work.

[20] The grievor's testimony on his work as a Hydrodynamics Specialist is largely confirmed by his performance reviews of 2004-2005, 2005-2006 and 2006-2007. The performance reviews had been signed by the employee's supervisor and had been reviewed and signed by the section head. They confirm that the grievor managed research projects involving personnel from all disciplines, took part in international working groups and reviewed, updated and published hydrodynamics standards.

[21] This grievance resulted from a long-standing disagreement between the grievor and the employer regarding the grievor's work description. The grievor's evidence showed that the disagreement had started on April 1, 1996. Between that date and the time he was promoted to the ENG-05 position, the grievor had always occupied the same position and had always performed the same duties. However, his work description was changed several times during that period of time. Furthermore, there were different versions of the job description, that had been agreed upon by the grievor and his supervisor but never implemented or made official because higher management did not give its approval. The evidence shows that throughout that period a lot of discussion went on and several proposals were made by both sides but no agreement was reached.

[22] The grievance was filed against the work description entitled "Life Cycle Materiel Management/Project Management Engineer", which applied to the grievor when he grieved. After the third-level grievance hearing, the employer decided to replace the existing work description with a work description entitled "Specialist/Subject Matter Expert Engineer". The grievor feels that this last job description better reflects the work he was doing as a Hydrodynamics Specialist but contains many of the same shortfalls as before. The work descriptions that are used are generic work descriptions and they do not capture the essence of the work done by the grievor.

[23] The grievor believes that the employer acted in bad faith. Throughout all those years, management always refused the work description proposals that he made or that were made by his supervisor or by an outside contractor. The employer wanted to stay with a generic work description that did not reflect the grievor's work. After filing a classification grievance in 2000, the grievor was not authorized to travel outside Canada any more. As well, he was not permitted to attend a conference in Halifax in 2007, at which he was supposed to make a presentation.

**B. For the employer**

[24] The employer presented an organizational chart for the Directorate of Maritime Ship Support 2 (DMSS 2). DMSS 2 is the directorate in which the grievor worked. The employer called Captain (Navy) (Captain(N)) Michael Wood as a witness. Captain(N) Wood is presently the Chief of Staff of the Material Equipment Program. Before that appointment one year ago, he had been the section head for DMSS 2 since 2005.

[25] The employer does not dispute the evidence presented by the grievor regarding the work that he was doing as Hydrodynamics Specialist. The purpose of the employer's evidence is rather to demonstrate that the work done by the grievor is already reflected in his work description.

[26] Captain(N) Wood explained that project managers like the grievor create the project directive and identify the resources. Oversight of a project is the responsibility of a project leader. The project manager recommends the budget for a project but the resource decision board is responsible for approving it. The project manager does not directly manage employees. Rather, he oversees a virtual team of people who are assigned tasks within a project. When there are meetings related to the project, the project manager usually chairs them.

[27] Captain(N) Wood does not remember having refused a travel authorization to the grievor regarding a trip to Halifax. Also, he was never asked to approve international travel for the grievor. If he had received a travel request from the grievor he would have approved it if it was related to his work.

[28] Captain(N) Wood testified that the employer's policy is to use generic work descriptions. The generic work description that was provided to the grievor after the third level of the grievance procedure accurately reflects the work done by the grievor. Captain(N) Wood went through the job description in detail, and identified the specific sections covering the particulars of the grievor's work.



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## V. Summary of the arguments

### A. For the grievor

[29] The employer did not dispute the evidence presented by the grievor regarding the work he was doing. The issue is whether that work is accurately reflected in the grievor's work description. The grievor claims that it is not.

[30] The grievor admits that the "Specialist/Subject Matter Expert Engineer" work description provided after the third level of the grievance procedure better fits the work done by the grievor. However, that work description does not go far enough and does not represent a complete and current statement of the duties and responsibilities of the grievor's position. Furthermore, the work description does not include the position rating form.

[31] The grievor presented the changes that should be made to the grievor's work description to properly reflect his work. Those changes are reproduced below. The grievor used as a starting point the key activities of his actual job description. Strikethrough words indicate the deletions, and underlined words the additions, proposed by the grievor. To facilitate reference to those activities, I have numbered them.

1. Manages and provides engineering advice, development of standards and technical direction in the application of the specialized technology areas (s) to ship performance ~~weapon systems and materiel~~, including choice of technologies, risk assessment and operational implications.
2. Leads and conducts engineering research and development projects, studies and investigations in a multidisciplinary ~~an~~ area of specialized engineering to preempt or resolve military equipment issues and problems including performance, safety, fabrication processes, and the characterization of the operating environment in engineering terms.
3. Contributes to the development of and creates ~~promotes the use of~~ specialist engineering capabilities both within and external to the department to respond to CF and allies operational needs and anticipated requirements.
4. ~~Provides input to~~ Creates and develop technical standards, specifications, procedures, and provides input to policies;
5. Represents the Department and advocates its interests on national and international projects, working groups and forums in a multi-disciplinary specialized engineering area.

Participates in negotiations leading to collaborative agreements and projects.

6. Initiates, manages and leads continuing multi-disciplinary working groups and temporary project teams involving several departments and scientists and specialist naval engineer, and assigns tasks and monitors the work of contractors and consultants.
7. Manages acquisition projects for software and services within the area of subject matter expertise.

[Sic throughout]

[32] The grievor also presented some proposed changes to the work characteristics, in the skills, and effort sections of his work description. In my reasons, I will explain why those changes are not reproduced here.

[33] The grievor also asked for damages. The employer did not take the grievor's request for an accurate work description seriously, and it made a mockery of the grievor's rights. The employer had no intention of providing an accurate job description, and it denied the grievor's rights for years. Furthermore, after the grievor filed a classification grievance in 2000, the employer denied him legitimate travel requests. The employer cannot continue to act that way, and the adjudicator should declare that it acted in bad faith. The adjudicator should order that damages be awarded to the grievor who suffered mental distress as a result of the employer's behaviour.

[34] In support of his arguments, the grievor referred me to *Currie*, already cited, and to the following case law: *Cushnie v. Canada Revenue Agency*, 2007 PSLRB 96; *Foreman v. Treasury Board (Indian and Northern Affairs Canada)*, PSSRB File No.166-02-27344 (19980128); *Jarvis et al. v. Treasury Board (Industry Canada)*, 2001 PSSRB 84; *Chénier v. Treasury Board (Solicitor General Canada - Correctional Service)*, 2003 PSLRB 27; *Garcia Marin v. Marshall*, 2006 PSLRB 26; *Brown et al. v. Canada Customs and Revenue Agency*, 2003 PSSRB 5; *Pepper v. Deputy Head (Department of National Defence)*, 2008 PSLRB 71; *Breckenridge et al. v. Library of Parliament*, PSSRB File No. 466-L-225 to 233 and 466-L-241 to 245 (19960912); *Hymander and Kihara v. Treasury Board (National Parole Board)*, 2002 PSSRB 71; *Depco International Inc. v. United Steelworkers of America, Local 13571-7* (2005), 137 L.A.C. (4th) 428; and *University Club of McMaster v. United Food and Commercial Workers Canada, Local 175* (2006), 153 L.A.C. (4th) 372.

**B. For the employer**

[35] As I wrote earlier, the employer did not dispute the evidence presented by the grievor regarding the work he was doing. However, the employer is of the opinion that the actual work description is accurate. To meet its obligation under the collective agreement, the employer is not required to write down every detail of an employee's work and can use generic work descriptions to accurately reflect that work. Although the employer and the grievor may have disagreed regarding his work description, the employer always acted in good faith and treated the grievor fairly.

[36] Captain(N) Wood testified that the grievor's work description includes all of his responsibilities. After the third level of the grievance procedure the employer agreed to provide the grievor with a different job description. That job description accurately reflects his work.

[37] The employer's policy is to use generic work descriptions. It is more efficient to proceed that way and doing so is fully consistent with the collective agreement. When an employee performs unique duties, the employer adds an addendum to the generic work description. The employer proposed that the grievor add an addendum to his work description but he refused this often. The jurisprudence confirms that the employer does not have to specify every detail about an employee's work in his work description and that the use of generic job descriptions is acceptable.

[38] There is nothing in the evidence presented by the grievor that could justify the adjudicator's awarding damages. The grievor failed to meet the test. There is no evidence that the grievor suffered mental distress from the employer's actions. Also, there is no evidence that the employer acted in bad faith.

[39] In support of its argument, the employer referred me to the following case law: *Barnes et al. v. Canada Customs and Revenue Agency*, 2003 PSSRB 13; *Hughes v. Treasury Board (Natural Resources Canada)*, 2000 PSSRB 69; *Jaremy v. Treasury Board (Revenue Canada - Customs, Excise & Taxation)*, 2000 PSSRB 59; *Jarvis et al. v. Treasury Board (Industry Canada)*, 2001 PSSRB 84; *Taylor v. Treasury Board (Revenue Canada - Customs & Excise)*, PSSRB File No. 166-2-20396 (19901221); *Bédirian v. Canada (Attorney General)*, 2007 FCA 221; *Cairns et al. v. Treasury Board (Department of Citizenship and Immigration)*, 2006 PSLRB 130; *Coallier v. Canada (National Film*

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Board), F.C.A. [1983] F.C.J. No. 813 (QL); and *Lamy and Pichon v. Treasury Board (Department of Public Works and Government Services)*, 2008 PSLRB 23.

## **VI. Reasons**

[40] The evidence regarding the work done by the grievor is not in dispute. On that point, the employer did not contradict the evidence presented by the grievor. The question in front of me is to decide if the grievor's current work description reflects that work, and more specifically, if that work description constitutes a complete and current statement of the duties and responsibilities of the employee's position as per clause 20.01 of the collective agreement.

[41] As mentioned in *Jaremy et al.*, *Barnes et al.* and *Jarvis et al.*, a work description does not need to give every detail about an employee's work in order to satisfy the employer's obligations under the collective agreement. It can be written in broad terms, and the terms used do not need to be the terms that exactly reflect the employee's work. With that in mind, the employer could satisfy its obligation under the collective agreement by using a generic work description. Accordingly, there is nothing wrong with the employer's policy of using generic job descriptions that could apply to a relatively high number of employees.

[42] Although the use of generic job descriptions can be an acceptable way for the employer to satisfy its obligations under the collective agreement, the job description still needs to reflect the duties and responsibilities of the employee. In this case, the evidence presented at the hearing brings me to the conclusion that the grievor's work description is not a complete and current reflection of his work as a Hydrodynamics Specialist. It fails, not because it is written in broad terms or because the terms used are not exactly the right ones, but because, in many respects, those terms do not accurately reflect the depth or the scope of the grievor's work.

[43] On the basis of the evidence presented at the hearing, I will now examine the proposals made by the grievor for each key activity of his work description, and decide on whether those key activities need to be amended to ensure that he has a complete and current statement of the duties and the responsibilities of his position.

[44] The first key activity should reflect the fact that the grievor was involved in more than one specialized technology area and that his work involved ship performance rather than weapon systems and material. The other changes proposed by the grievor

are not necessary. The evidence does not support that the grievor “manages engineering advice”. The reference to standard and technical direction should be reflected in the fourth key activity. Accordingly, the first activity of the grievor’s work description should read as follows:

*Provides engineering advice in the application of the specialized technology areas to ship performance, including choice of technologies, risk assessment and operational implications.*

[45] The second key activity should reflect the fact that the grievor not only conducted studies but led them. It should also reflect that those studies were research and development projects involving people from different disciplines. That said, the second activity of the grievor’s work description should read as follows:

*Leads and conducts engineering research and development projects, studies and investigations in a multidisciplinary area of specialized engineering to preempt or resolve military equipment issues and problems including performance, safety, fabrication processes, and the characterization of the operating environment in engineering terms.*

[46] With one exception, the third key activity already reflected the grievor’s work. However, it should be noted that the engineering capabilities also served to respond to allies’ needs and requirements. That said, the third activity of the grievor’s work description should read as follows:

*Contributes to the development of and promotes the use of specialist engineering capabilities both within and external to the department to respond to CF and allies’ operational needs and anticipated requirements.*

[47] The fourth key activity should reflect that the grievor did not only provide input into technical standards but also wrote them. That said, the fourth activity of the grievor’s work description should read as follows:

*Creates and develops technical standards, specifications, procedures, and provides input on policies.*

[48] The fifth key activity should reflect that the grievor was involved in multidisciplinary projects and working groups. Also, as a project manager he was involved in negotiations leading to agreements and projects. This is an intrinsic part of

project management. That said, the fifth activity of the grievor's work description should read as follows:

*Represents the Department and advocates its interests on national and international projects, working groups and forums in a multi-disciplinary specialized engineering area. Participates in negotiations leading to collaborative agreements and projects.*

[49] The sixth key activity should better reflect the scope of the grievor's involvement with working groups and projects and the composition of those groups. The evidence showed that the grievor initiated some of those projects and that he managed them. That said, the sixth activity of the grievor's work description should read as follows:

*Initiates, manages and leads continuing multi-disciplinary working groups and temporary project teams involving several departments and scientists and specialist naval engineer, and assigns tasks and monitors the work of contractors and consultants.*

[50] The grievor proposed to add a seventh key activity related to the management of acquisition projects for software. There was not enough evidence presented at the hearing to support this addition to the work description.

[51] The grievor also asked that specific changes be made to the work characteristics, skills and efforts part of his work description. There was not enough precise evidence before me to order the wording of those changes. I am convinced that at least some of them need to be made. I am ordering that substantial changes be made to the key activities part of the work description. After they are made, the parties will have to amend the detailed part of the work description accordingly. I will remain seized of the case and I will reconvene the parties if they cannot come to an agreement on the latter changes.

[52] Clause 20.01 of the collective agreement also obliges the employer to provide the employee with the position rating form. The grievor's work description does not include such a form or its equivalent. In order to comply with the collective agreement, the employer will provide the position rating form to the grievor.

[53] The parties agreed that the grievor's work had been the same from April 1, 1996 until he was promoted in 2007. The employer did not object to the grievor's request that my decision would apply retroactively to April 1, 1996. That issue was raised and

discussed during the hearing. Consequently, my decision to order changes to the grievor's job description will apply retroactively to April 1, 1996.

[54] Finally, the grievor asked for damages. The evidence presented at the hearing does not lead me to conclude that the employer acted in bad faith or did not act diligently in its handling of the grievor's work description problem. I recognize that the problem lasted for more than 10 years but during that period of time there were several efforts made to arrive at a solution. The grievor argued that the employer refused him travel authorization as retaliation because he filed a classification grievance. The evidence does not support such an assertion. I cannot conclude that there is a causal relationship between the fact that the grievor did not travel outside Canada after 2000 and the fact that he filed a classification grievance.

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

*(The Order appears on the next page)*

**Order**

[56] The grievance is allowed in part.

[57] Retroactive to April 1, 1996, I order the employer to amend the key activities of the grievor's job description to read as follows:

- *Provides engineering advice in the application of the specialized technology areas to ship performance, including choice of technologies, risk assessment and operational implications.*
- *Leads and conducts engineering research and development projects, studies and investigations in a multidisciplinary area of specialized engineering to pre-empt or resolve military equipment issues and problems including performance, safety, fabrication processes, and the characterization of the operating environment in engineering terms.*
- *Contributes to the development of and promotes the use of specialist engineering capabilities both within and external to the department to respond to CF and allies' operational needs and anticipated requirements.*
- *Creates and develops technical standards, specifications, procedures, and provides input on policies.*
- *Represents the Department and advocates its interests on national and international projects, working groups and forums in a multi-disciplinary specialized engineering area. Participates in negotiations leading to collaborative agreements and projects.*
- *Initiates, manages and leads continuing multi-disciplinary working groups and temporary project teams involving several departments and scientists and specialist naval engineer, and assigns tasks and monitors the work of contractors and consultants.*

[58] I order the employer to provide the grievor with the position rating form.

[59] I order the parties to start discussions within 30 days of the date of this decision to reach an agreement on the changes to be made to the detailed part of the work description (i.e. work characteristics, skills and effort) in order to reflect the substantial changes to the key activities that I have ordered.



[60] I will remain seized for a period of 120 days from the date of this decision to address any matters relating to its implementation.

April 21, 2009.

**Renaud Paquet,  
adjudicator**