Date: 20140227

File: 566-02-3260 to 3267

Citation: 2014 PSLRB 23

Public Service
Labour Relations Act

Before an adjudicator

BETWEEN

PATRICK BAFARO, TONY BELLEAU, GUY-PHILIPPE D'AMOURS, DANIEL DESHARNAIS, PASCAL DUCHESNE, ANDRÉ HOUDE, ALAIN JACQUES AND RENÉ MARTEL

Grievors

and

TREASURY BOARD
(Department of National Defence)

Employer

and

OTHER PARTIES

Indexed as
Bafaro v. Treasury Board (Department of National Defence)

In the matter of individual grievances referred to adjudication

Before: Steven B. Katkin, adjudicator

For the Grievors: Guylaine Bourbeau, Public Service Alliance of Canada

For the Employer: Sean F. Kelly, counsel

Heard at Québec, Quebec,
March 29 and 30, 2012, November 6 to 9, 2012, and December 11 and 12, 2012.
(PSLRB Translation).

REASONS FOR DECISION **(PSLRB TRANSLATION)**

I. Individual grievances referred to adjudication

[1] This case involves individual grievances filed by eight grievors. Their names and respective Public Service Labour Relations Board ("the Board") file numbers are Patrick Bafaro (566-02-3260), Tony Belleau (566-02-3261), Guy-Philippe D'Amours (566-02-3262), Daniel Desharnais (566-02-3263), Pascal Duchesne (566-02-3264), André Houde (566-02-3265), Alain Jacques (566-02-3266) and René Martel (566-02-3267) ("the grievors").

[2] At the relevant time, all the grievors held mechanical manufacturing and design technologist positions classified at the EG-4 group and level. They worked in the Prototyping Service for Defence Research and Development Canada (DRDC) in Valcartier, Quebec.

[3] The wording of each grievor's grievance is identical, as follows: "[translation] . . . the employer has not provided me with a complete and current statement of my duties and responsibilities, in contravention of article 57 (Statement of Duties) of my collective agreement." As corrective action, the grievors requested "[translation] that duties be added to my statement of duties to fulfill the requirements of article 57 (Statement of Duties) of the collective agreement."

[4] During the period covered by the grievances, all the grievors were subject to the collective agreement between the Treasury Board and the Public Service Alliance of Canada for the Technical Services Group, which expired on June 21, 2007 ("the collective agreement"). The grievances were filed in February 2007 and were referred to adjudication on November 18, 2009. The collective agreement provision at issue in this case is article 57, which reads as follows:

> ***ARTICLE 57***
>
> ***STATEMENT OF DUTIES***
>
> ***57.01*** *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.*

[5] Three of the grievors testified, Guy-Philippe D'Amours, René Martel and Alain Jacques. Each testified about different aspects of each allegation. Richard Delagrave, Assistant Director, Research and Development, DRDC Valcartier, testified for the employer.

[6] The grievors alleged that 11 of the duties contained in their work description (Exhibit S-1) have to be amended and that certain tasks, which they believe are not in the work description (Exhibit S-2), have to be added to it. The grievors' allegations were supported by their testimonies about the work they perform in relation to each of the 11 allegations.

[7] The employer's argument was based on three points: the grievors had to assume the burden of proof; the employer did not require the performance of several of the duties that they claim they performed; and the grievors' work description covers all their authorized duties and responsibilities.

[8] The grievors alleged that a number of duties have to be added to their work description to make it "complete and current." For ease of comprehension, I will deal with each allegation individually, in turn.

[9] The grievors were responsible for demonstrating on a balance of probabilities that the alleged facts occurred. They did not contest their obligation to assume the burden of proof. I will address the employer's other arguments as they arise.

II. Allegation No. 1

[10] The grievors alleged that the following words in bold have to be inserted into the second paragraph of the "[translation] Key Activities" section of the work description (page 2): "[translation] **Plan**, design, develop, **coordinate** and carry out experiments, in the laboratory and in the field, in support of research and development."

A. Summary of the evidence

1. For the grievors

[11] Mr. D'Amours holds two diplomas of collegial studies (DCS), one in pure sciences and one in mechanical engineering. He has worked for the DRDC since January 2001. At that time, he was working for a DRDC contract employee. He described his work succinctly as designing, developing, manufacturing and testing research prototypes.

[12] Mr. D'Amours adduced a list of projects he carried out between 2007 and 2010 (Exhibit S-3) when he was assigned to drafting.

[13] In support of adding the word "plans," Mr. D'Amours adduced in evidence documents related to a return trip from the DRDC to Montreal on January 26 and 27, 2011, with the purpose of casting a block of Crytérion at a contractor's site (Exhibit S-4). The documents are the following: an order form and travel request form; a mission order form (planning); an email addressed to Myriam Béland, an administrative assistant for two scientists, about the mission order; a request to use a DRDC vehicle (request for mobile support materiel); an itinerary from Quebec to the contractor's address from Google Maps; a confirmation of a hotel reservation made by Mr. D'Amours; and casting and demoulding procedures prepared by Mr. D'Amours. He stated that he prepared the procedures so that others could do that work. According to him, coordination is important because several people are involved in a project.

[14] In cross-examination, Mr. D'Amours acknowledged the organization charts for DRDC Valcartier (Exhibit E-1) and the Prototyping Service (Exhibit E-2) in effect when the grievances were filed. The Prototyping Service consists of the engineering techniques department, including metrology, research and design, and the manufacturing techniques department, including plastics and composites, welding, and assembling and machining explosives. The organization chart indicates that Mr. D'Amours is part of the engineering techniques department.

[15] The employer showed Mr. D'Amours a work description for a mechanical design and manufacturing specialist technologist ("the specialist technologist") (Exhibit E-3) and told him that employees in such positions were classified at the EG-5 group and level, which Mr. D'Amours did not know. When shown the work description for a project leader, specifically for Bruno Paradis, classified EG-6 (Exhibit E-4),

Mr. D'Amours responded that he had never seen the document and that André Roussel, the project leader for engineering techniques, always assigned him his work. Mr. D'Amours had never seen the diagram of the work organization process for the Prototyping Service (Exhibit E-5).

[16] When he receives work from Mr. Roussel, Mr. D'Amours contacts the client and plans and coordinates a meeting to set the project's objectives. He testified that he manages all requirements of a project. He looks after the design process with a scientist or engineer, as the case may be. Mr. Roussel verifies and approves his plans. Mr. Roussel does not review everything when Mr. D'Amours carries out the design for a project. According to Mr. D'Amours, work priorities are set by computer.

[17] In response to the employer's request to define the word "design" in his work description, Mr. D'Amours explained that it involves working from an initial idea to imagining moving parts in order to build a prototype to meet the client's needs. If a prototype exists commercially, it involves improving it. As for the word "manufacture," it involves the DRDC's manufacturing machines and the employees responsible for assembly. The word "test" corresponds to the process of ensuring the prototype operates properly, while the phrase "carry out experiments" corresponds to completing an assembly.

[18] As for the tasks that the grievors laid claim to, Mr. D'Amours chose examples from his list of projects. The grievors started with their own work description and referred to the specialist technologist work description to amend theirs and to add tasks to it.

[19] Mr. D'Amours testified that he planned trips sporadically, about six times since 2007. When the employer submitted to him that the first item under the key activities of the grievors' work description was performed only by specialist technologists, Mr. D'Amours responded very categorically in the negative.

[20] In cross-examination, Mr. D'Amours explained the rotation system for EG technologists while referring to the Prototyping Service organization chart. He testified that some technologists worked on rotation only on the machines and that they had to hold an attestation of collegial studies (ACS) as a machinist. He added that some technologists worked on rotation both on the machines and in design and that they

had to hold a DCS. Finally, some technologists did not work on rotation but held specific positions.

[21] According to Mr. D'Amours, there is no difference between the positions classified at the EG-6 group and level and those classified EG-4 in manufacturing. He stated that the DRDC operates by priority, based on tasks appearing on a computer, and not according to differences in duties. In his opinion, the grievors perform the same tasks as the EG-6s who work in design and manufacturing. Mr. D'Amours affirmed that his supervisor was Pierre Garon, the head of the Prototyping Service, classified ENG-5, and that Mr. Delagrave was his senior manager.

[22] René Martel worked at DRDC Valcartier for 34 years before retiring in 2012. He holds an ACS in mechanical engineering. His work experience includes mechanical design, manufacturing and metal heating. For the period covered by the grievances, he was working in the manufacturing techniques department. For 10 to 15 years, he was in charge of the heat treatment department. He was involved in a number of prototype field tests and handled mechanical and prototype assembly. He was responsible for updating the software for the water-jet cutters used in manufacturing.

[23] According to Mr. Martel, in 1995, the workplace was restructured, and massive cuts occurred. Employees began doing jobs they had never done before. When he received his work description in 2007, he realized that it did not accurately reflect the work he was doing. He informed Mr. Garon and filed his grievance.

[24] According to Mr. Martel, design is the essence of the job. Since the job requests sent to the grievors are quite brief, it is necessary to meet with the people making the requests, either scientists, technicians or clients, to plan the steps in the project, accounting for electronic components, dimensions and weight. Sometimes, the work involves modifications, and sometimes, it involves new designs. It is necessary to feed ideas to the researchers.

[25] Mr. Martel mentioned one job request to manufacture a camera case. He had to meet with the requesters, who were a scientist, a technologist and the client. He had to plan and organize the steps, taking into consideration the 12 electronic components and the appropriate dimensions and weight. The planning and coordination kept the work moving forward. According to Mr. Martel, each project follows somewhat the

same path. Sometimes changes are involved and sometimes there are new designs. An analysis must be done in order to provide ideas to the researchers.

[26] Mr. Martel also mentioned a project involving installing an acoustic weapons detection system called “Ferret” in a specific location that required field tests. He said that the project lasted four weeks and involved teamwork. He testified that he had to anticipate everything, including planning the tools. He had to contact the requester, a researcher, and meet with his technicians.

[27] Mr. Martel stated that J. Lecours, classified EG-6, was the project leader for the manufacturing techniques department. His role was to organize the work according to the priorities. Until the design stage is completed, the scope of the project is unknown.

[28] Mr. Martel sees no difference between employees classified EG-4 and those classified EG-5 who work in mechanical design. He testified that Mr. Roussel once assigned him a project that had been started by an EG-5. The employer never told Mr. Martel not to do a job because of his classification or because it was an EG-5 job. According to Mr. Martel, when he worked with Mario Gauvin, an EG-5 responsible for the metrology department in engineering techniques, Mr. Gauvin did not supervise him, and they did the same work. In addition, when Mr. Gauvin was absent, his work was assigned to Mr. Martel. According to Mr. Martel, the work involved no responsibilities other than his own.

[29] In cross-examination, Mr. Martel stated that when he met with Mr. Garon in 2007 about the work description, he told him that he felt that it was missing some items. Mr. Garon responded that the employer believed that the work description was complete. Mr. Martel affirmed that he has never been told to stop doing any job.

[30] Mr. Martel said that the employer required him to perform what is indicated in the second paragraph of the key activities of his work description. For him, the word “design” means taking a job request and developing a workable and viable plan for the requester, who is usually a scientist, an engineer or a technician. Since scientists do not always have time to meet with Mr. Martel, he sends his technician.

[31] Mr. Martel said that the meaning of the word “develop” does not include analysis. In his opinion, it is necessary to analyze, plan and coordinate before

developing. As for manufacturing, some analysis is needed to determine the machine to use and the required tools, parts and personnel support, which is done case-by-case.

[32] The word “develop” means identifying needs point by point, to perfect the design. The term “carry out” means participating in an experiment and backing up the scientist or technician.

[33] Alain Jacques has been a DRDC Valcartier employee for 32 years. At the relevant time, he worked in the manufacturing techniques section. He had worked earlier in design, metrology, all the machining centres, and in the plastics and heat treatment departments. For the past four years, he has worked in the “Electronic Discharge Machine” (EDM) department, of which he stated he is in charge.

[34] According to Mr. Jacques, the project leader enters the work to be done in the request management system (RMS). He collects the work from the RMS and prepares the programming using the computer-assisted design (CAD) and computer-assisted manufacturing (CAM) software. Once the programming is complete, Mr. Jacques sends it to the EDM, adjusts the necessary parameters and saves the program.

[35] In support of the first allegation, Mr. Jacques adduced documents related to three projects. The first project involved modifying a testing bench to allow attaching a projectile support for motorized rockets (Exhibit S-17-1). The project leader, Mr. Roussel, introduced Mr. Jacques to an outside client, Michel St-Onge, from the firm Numérica, who explained his request to him. The testing bench in question had to be assembled at the military base. Mr. Jacques was able to acquire a testing bench on which to attach the projectile support. While taking the necessary measurements, he noted that holes were missing to attach the support. He had to ask Mr. Roussel to have someone to drill the holes. He coordinated the work with a member of the military to obtain the measurements of the motorized rockets. He then prepared the design and the pattern, with sights adapted to each motorized rocket. After manufacturing, Mr. Jacques coordinated the preassembly of all parts before the test. For the tests, Mr. Jacques had to arrange with the Munitions Experimental Test Centre (METC) to transport the parts to the military base. On-site, he coordinated the parts assembly. After each test, he had to check the apparatus. He had three people to help him. He was responsible for coordinating repairs if any breakage occurred.

[36] The second project involved constructing a small-calibre impact chamber that had to be assembled on-site (Exhibit S-17-2) before beginning the design. Mr. Jacques planned his work by visiting the site where the impact chamber would be located. A gantry and mobile crane were needed to lift the parts. Mr. Jacques prepared 37 drawings of the parts required and wrote technical notes on them. He coordinated the assembly on-site with two welders and an assembler.

[37] The third project involved injuries from explosions (Exhibit S-17-3). The evidence in Exhibit S-17-3 was adduced to show the work rollout planning required for the project. Among other things, five pages were adduced, dated between March 28 and May 5, 2006, each containing the process to follow and annotations from Mr. Jacques about the changes that had to be made throughout the process.

[38] In cross-examination, Mr. Jacques affirmed that the employer asked him to perform the tasks described in the second paragraph of the key activities of his work description. He stated that, in his opinion, the word “design” means imagining a part, and the word “develop” refers to the step at which the design is started and is then developed according to the client’s requests. Manufacturing comes after the design step, followed by testing the prototype.

[39] For the projectile support project, Mr. Jacques said that a team of 12 was present at the test. A member of the military acted as the test manager and coordinated the general activities. However, Mr. Jacques was responsible for the mechanical aspects, including assembly. Someone else was in charge of the electronics aspects.

[40] In re-examination, Mr. Jacques described the role of the test manager, who dealt mainly with safety. Before the test, the test manager met with those involved in the test. He summarized the test and identified the lead people in each group, including the mechanical group. He also identified the people working with each lead person. He then described how the test would run and clarified the test dates so that the lead persons would be prepared. After the meeting, Mr. Jacques verified that the equipment was ready.

[41] When they arrived at the test site, each lead person looked after their equipment. Mr. Jacques, not the test manager, directed the assembly. The test manager did not have the knowledge required to handle the assembly, the imaging or the

metrology. Once the structure was assembled, Mr. Jacques informed the test manager, as did the other groups. The test manager then evacuated the testing bench site and took cover in the fortified shelter. He carried out the firing countdown. When the test was completed, the test manager authorized the employees to return to the site to check the testing bench. For his part, Mr. Jacques checked the mechanical system. When that was complete, Mr. Jacques informed the test manager that everything was good in his section. The test manager also checked with the other section leads. Mr. Jacques affirmed that the process was the same each time he was at the site.

2. For the employer

[42] Mr. Delagrave holds a university degree in mechanical engineering and a masters in explosive systems engineering. He has worked in the public service since 1982. He worked 15 years as a scientist in the explosives and armour fields and 16 years in administrative positions. He held the position of DRDC Assistant Director General from 2002 to 2003 and in 2007. The scientific section and research services, which consist of about 225 people, report directly to him. Mr. Delagrave responds at the first level of the grievance process.

[43] Mr. Delagrave testified that the Prototyping Service includes everything needed to manufacture parts or prototypes to support the scientific research program. The service is divided into two parts: engineering techniques and manufacturing techniques. Engineering techniques covers design, drawing preparation and quality control, while manufacturing techniques, among other things, is responsible for machining, tooling and heat treating.

[44] Mr. Delagrave stated that Mr. Roussel is a specialist technologist and the coordinator of the engineering techniques section. Mr. Roussel supervises design and acts as project leader. Mr. Paradis is also a project leader. His work description is in Exhibit E-4. Mr. Delagrave confirmed that Exhibits E-3 and S-1 contain the work description for specialist technologists.

[45] As for the manufacturing techniques section, Mr. Lecours coordinated the technical part of the manufacturing. Nelson Viel, a specialist technologist classified EG-5, was assigned to the plastics and components position, which is a unique position.

[46] Mr. Delagrave stated that the work description for employees classified EG-5 is the same as that of the specialist technologists. In his opinion, employees classified EG-4 have slightly fewer responsibilities.

[47] Mr. Delagrave stated that he agreed with the diagram of the work organization process for the Prototyping Service (Exhibit E-5). Mr. Roussel checks the work to be done and assigns it to employees. Once the design is complete, Mr. Roussel verifies it. The work is then sent to manufacturing, where Mr. Lecours handles the planning. The manufacturing is verified by metrology, and Mr. Lecours and Mr. Roussel ensure that everything is ready for delivery.

[48] As for the grievors, Mr. Delagrave stated that their work description (Exhibit S-1) accurately reflects the role they play in the establishment. The grievors might work on rotation in different positions in the Prototyping Service, in design and in manufacturing, depending on where they are assigned. Mr. Delagrave affirmed that the employer asked the grievors to perform each task described in their work description (Exhibit S-1).

[49] Mr. Delagrave stated that the first paragraph, at page 2 of the grievors' work description, represents the core of their daily work. That paragraph reads as follows: "[translation] Design, develop, manufacture and test prototypes of devices and systems used to carry out experimental work." Generally, the scientific section performs the tests. The grievors might be called on to take part in experiments.

[50] As for the duties the grievors claimed to do in the second paragraph on page 2 of the work description, Mr. Delagrave stated that planning and coordination were not part of their duties. According to him, the grievors plan their own workloads, like everyone else. However, the specialist technologists or project leaders plan and coordinate experiments. Although there is an element of planning and coordination in the grievors' work, it does not constitute a key activity.

[51] In Mr. Delagrave's opinion, Mr. D'Amours' list of projects (Exhibit S-3) did not establish that he planned or coordinated those projects. As for travel planning (Exhibit S-4), Mr. Delagrave pointed out that it was relatively simple travel planning and not a key activity.

[52] As for Mr. Martel manufacturing a camera case, for Mr. Delagrave, it was an example of normal planning, as part of his work. Mr. Delagrave referred me to the heading "[translation] Intellectual Effort" at page 9 of Exhibit S-1. The second paragraph begins with the following sentence: "[translation] Plan the manufacturing method and ensure accuracy, quality and precision in the parts to be produced."

[53] With respect to Mr. Jacques' testimony, Mr. Delagrave stated that the work on the projectile support (Exhibit S-17-1) was not an experiment but rather an assembly for an experiment. Generally, the scientists and engineers determine what they need for a scientific experiment. Assembly is one element of the experiment. The impact chamber (Exhibit S-17-2) is an example of a component required to conduct an experiment. Mr. Jacques' third project, about injuries from explosions (Exhibit S-17-3), was a procedure about manufacturing parts for the experiment. Mr. Delagrave pointed out that in addition to Mr. Jacques' name at the bottom of the pages describing the procedure, Jacques Blais' name, a test technician, also appears. Mr. Blais is a senior technician in the scientific section. He is classified EG-6 and is responsible for development. Mr. Blais reports to one of the scientists who defines experiments.

[54] Mr. Delagrave stated that Michel St-Onge, whose name appears on the second document of Exhibit S-17-1, is a contract employee who works with the Prototyping Service and who, on occasion, is a requester. On the first document of Exhibit S-17-2, the requester is Michel Girard, a scientific technician in the Weapons Protection and Effects section.

[55] Mr. Delagrave then addressed Mr. Jacques' testimony about the test manager's role. He stated that test managers are usually members of the military with explosives experience and that they have to fully understand the objectives of the test, the steps and the required resources. A test manager looks after safety and coordinates resources. In response to the question of whether the grievors' work during a test was included in their work description, Mr. Delagrave referred to the fifth paragraph on page 2 of the work description, which reads as follows: "[translation] Collaborate with team members to contribute to the advancement of research and development projects." He also referred me to the first paragraph on page 3, which begins as follows: "[translation] As a member of a team . . ." and to the second paragraph, under the heading "[translation] Human Resources Leadership," which reads as follows:

"[translation] Participate in project teams or work groups and contribute to developing new skills by providing technical guidance to members."

[56] In cross-examination, Mr. Delagrave stated that he delegated his staffing authority to Mr. Garon but that Mr. Garon does not have the authority to discipline; he evaluates employee performance. When the grievances were filed, some employees were still classified EG-5, but they were later reclassified EG-6.

[57] Mr. Roussel, who has always been classified EG-6, holds the delegated authority of a "supervisor and coach." He does not carry out performance evaluations and does not provide training. He coordinates the engineering techniques section. Mr. Roussel coordinates and assigns the work, and his duties include coordinating Mr. Gauvin and Mr. Paradis, even though Mr. Paradis is classified at the same group and level as Mr. Roussel. Mr. Lecours performs the same duties as Mr. Roussel but in the manufacturing techniques section.

[58] Mr. Delagrave was referred to his reply at the first level of the grievance process, dated March 8, 2007 (Exhibit S-24), specifically to the fourth paragraph, which reads as follows:

> [Translation]
>
> . . .
>
> *Although I agree that, in fact, you have performed certain activities or have taken on certain responsibilities that do not fall directly within your work description, I believe that the opportunities you were given were offered with the objective of fostering your professional development without management making any requirement to perform duties of a superior level. They were specific situations with, first and foremost, the aim of providing you, on a strictly voluntary and unsolicited basis, with experience to enhance the employability of the team members.*
>
> . . .

[59] Mr. Delagrave was unable to identify the "[translation] duties of a superior level" and stated that he did not remember them. He testified that he believed that the grievors performed tasks that would enable them to apply for higher-level positions. Mr. Delagrave commented that he did not directly supervise the grievors. He stated that the grievors were verbally told not to perform the tasks in question and that no formal memo was written stating as much. Mr. Delagrave said that it was possible that

the grievors had performed duties that exceeded their work description, but he could not identify them.

[60] Mr. Delagrave stated that in manufacturing techniques, the project leader handles quality control.

[61] According to Mr. Delagrave, Mr. Garon has no design or manufacturing responsibility. As section head, he prepares the business plan for each year and the budget and the acquisitions, and he completes the technologists' performance reports and approves their leave.

[62] Mr. Delagrave stated that although Mr. Roussel and Mr. Paradis are classified EG-6, Mr. Roussel's role is as coordinator, while Mr. Paradis is a project leader but does not fill a coordination role. Mr. Roussel and Mr. Paradis occasionally replace Mr. Garon. Although at the relevant time EG-5 positions still existed, as indicated on the Exhibit E-2 organization chart, Mr. Delagrave confirmed that everyone holding an EG-5 position has since been classified EG-6.

[63] As for the casting and demoulding procedure written by Mr. D'Amours (Exhibit S-4, bundled), Mr. Delagrave affirmed that it was normal daily planning, similar to the plan for his trip to Montreal. For Mr. Delagrave, when planning is mentioned in the key activities of a work description, it is in the sense of having responsibility; for example, planning for other people. Furthermore, coordination is understood as part of the normal work of technologists.

B. Summary of the arguments

[64] As I have already stated, I will deal with each of the grievors' allegations in full. Since the arguments of the two parties also contain general principles and authorities, I will summarize them as part of this first allegation of the grievors, and they will apply to all subsequent allegations.

1. For the grievors

[65] The grievors first referred me to the *Guidelines on work description writing* issued by the Treasury Board Secretariat, specifically to the sections entitled "Importance of accurate and up-to-date work descriptions," "Work description content" and "Pitfalls in work description writing." According to the grievors, the

purpose of their grievances was not only for their positions' classification but also for recognition of the work they do.

[66] The grievors then referred me to certain authorities on work descriptions. In *Public Service Alliance of Canada v. Treasury Board (Department of Human Resources and Skills Development)*, 2012 PSLRB 86, the adjudicator stated as follows:

> ***65*** *To be accurate, a job description must not omit a reference to a particular duty or responsibility that the employee is required to perform. It need not contain a detailed list of all activities performed under a specific duty. It is not my role to correct the wording or the expressions used, as long as they broadly describe the responsibilities and duties to be performed (see Jennings and Myers at paragraph 52). It is my role to determine whether the description as written is accurate and current in light of the evidence before me.*

[67] In *Jennings and Myers v. Treasury Board (Department of Fisheries and Oceans)*, 2011 PSLRB 20, the grievors referred me to paragraph 52, which reads as follows:

> ***52*** *What is a complete and current statement of the duties and responsibilities of an employee? The parties and the arbitral authorities on which they rely agree that a work description must contain enough information to accurately reflect what the employee does. It must not omit a "... reference to a particular duty or responsibility which the employee is otherwise required to perform"; see* Taylor v. Treasury Board (Revenue Canada - Customs & Excise), *PSSRB File No. 166-02-20396 (19901221). A job description that contains broad and generic descriptions is acceptable as long as it satisfies that fundamental requirement. In* Hughes v. Treasury Board of Canada (Natural Resources Canada), *2000 PSSRB 69, at para 26, the adjudicator wrote the following: "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." See also* Currie et al. v. Canada Revenue Agency, *2008 PSLRB 69, at para 164;* **Jaremy et al. v. Treasury Board (Revenue Canada - Customs, Excise & Taxation),** ***2000 PSSRB 59, at para 24****; and* Barnes et al. v. Canada Customs and Revenue Agency, *2003 PSSRB 13. The employer is not required to use any particular form of wording to describe the duties and responsibilities of an employee and "... it is not the adjudicator's role to correct the wording or the expressions that are used," so long as they broadly describe the responsibilities and the duties being performed (see* Jarvis et al. v. Treasury Board (Industry Canada), *2001 PSSRB 84, at para 95; and see* Barnes, *at para 24.*
>
> [Emphasis added]

[68] The grievors then referred to *Taylor v. Treasury Board (Revenue Canada - Customs & Excise)*, PSSRB File No. 166-02-20396 (19901221), in which the adjudicator found that the grievance raised classification and compensation issues that were outside his jurisdiction. The grievors alleged that, in this case, their grievances are not classification grievances but that their work description is incomplete.

[69] The grievors argued that it is essential that the work description accurately reflect the duties that they perform and that it be up to date; they cited *Currie v. Canada (Canada Customs and Revenue Agency),* 2006 FCA 194. They referred me to *Dervin v. Treasury Board (Department of National Defence)*, 2009 PSLRB 50, in which the adjudicator determined that the work description did not reflect the grievor's work. The grievors also cited *Carter v. Treasury Board (Department of Fisheries and Oceans),* 2011 PSLRB 89, notably paragraphs 20 and 21, which read as follows:

> ***20*** *Adjudicators have examined the obligations stemming from provisions similar to clause 57.01 of the collective agreement several times. The wording in question gives employees the right to receive a complete and current statement of their duties and responsibilities. That does not mean that the statement of duties must necessarily include every detail of the employee's work, the conditions under which work is performed and the skills required to perform it. That statement is even truer when the work is performed only occasionally. Furthermore, my role is not to propose the ideal wording but instead to establish whether the current wording meets the collective agreement's requirements.*
>
> ***21*** *On the other hand, the employer may not avoid its obligations by using vague or general wording that does not fully describe an employee's work. It may also not omit information in a statement of duties because it applies to only some of the time the employee spends performing his or her duties.*

[70] Specifically in support of the first allegation, the grievors submitted that the evidence showed that planning is part of their duties. With respect to the casting and demoulding of a block of Crytérion assigned to Mr. D'Amours for a client in Montreal, the grievors pointed out that the planning was not solely for the travel reservations but was also required for what had to be brought for the demonstration to the client and for writing the procedure.

[71] As for the Ferret project, the grievors submitted that it required project planning with the requester as well as planning for the tools required. Since the tests

were done in the field, it involved coordinating systems but not in the sense of coordinating everyone involved in the project.

[72] The grievors argued that the three projects described by Mr. Jacques demonstrated that they contained several examples of planning, discussion and coordination during the projects' different stages.

2. For the employer

[73] For the employer, the matter at issue involves interpreting the collective agreement. I have to decide whether clause 57.01 of the collective agreement was contravened and not whether the *Guidelines on work description writing* were contravened. In support of this argument, the employer cited *Canada (Attorney General) v. Lâm*, 2008 FC 874.

[74] The employer submitted that it was the grievors' responsibility to show on a balance of probabilities that their work description is not complete: *F.H. v. McDougall*, 2008 SCC 53. It is not simply a matter of making assertions, since the evidence must be clear and convincing.

[75] The employer argued that, as Mr. Delagrave affirmed in his testimony, it does not ask the grievors to perform all the duties they claimed. The employer manages the workplace: *Batiot et al. v. Canada Customs and Revenue Agency*, 2005 PSLRB 114, and *Rondeau v. Treasury Board (Revenue Canada - Taxation)*, PSSRB File No. 166-02-27295 (19970220). The employer indicated its agreement with the majority of the grievors' evidence to the effect that they perform certain duties but expressed its disagreement with their interpretation of those duties.

[76] The employer cited a number of decisions that support the principle that the adjudicator expressed as follows in *Hughes v. Treasury Board of Canada (Natural Resources Canada),* 2000 PSSRB 69, at para 26:

> ***26*** *. . . 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.*

The other related decisions cited by the employer are Fedun and others v. Treasury Board (Revenue Canada - Taxation), PSSRB File Nos. 166-02-28278 to 28288

(19980611); Jaremy v. Treasury Board (Revenue Canada - Customs, Excise and Taxation), 2000 PSSRB 59; Kerswill v. Treasury Board (Natural Resources Canada), 2000 PSSRB 91; and Barnes et al. v. Canada Customs and Revenue Agency, 2003 PSSRB 13.

[77] The employer then commented on the authorities that the grievors cited. In *Public Service Alliance of Canada*, the employer referred me to the second sentence of paragraph 65, which states that a job description need not ". . . contain a detailed list of all activities performed under a specific duty."

[78] The employer submitted that *Jennings and Myers,* at para 52, supports that if an employee is required to perform a specific duty, then it must be included in the work description. However, it is sufficient if the duty is described broadly elsewhere in the work description. The employer pointed out that in this case, the words in the work description cover what the employer asks the grievors to do. According to the employer, *Dervin*, at para 41, and *Carter*, at para 20, conform with the principles expressed in *Hughes*, among others.

[79] The employer submitted that the grievors tried to adduce microscopic evidence of their work. However, during cross-examination, it was shown that a number of key players had been left out because the Prototyping Service offers its services to several people, and the grievors are not the only ones involved in the work.

[80] With respect to the first allegation, the employer argued that the word "plan" is covered by the words "design" and "develop," as defined by the online *Dictionnaire Larousse* as follows:

> [Translation]
>
> *"design" - develop something in one's mind by arranging the elements and by creating it or having it created; to represent something in thought in a certain way; to have a certain idea or interpretation; to envisage something*
>
> *"develop" - prepare something through extensive intellectual work; to produce, constitute or construct a system.*

[81] The employer submitted that "plan" is one step of "[translation] design, develop . . . and carry out experiments . . ." in the second paragraph of the "Key Activities" section. In addition, the term "plan" is already provided for in the work description, at paragraph 2 of the "Intellectual Effort" section.

[82] As for "coordinate," the employer submitted that coordination is the responsibility of the specialist technologist and that the examples that the grievors adduced are not examples of "coordinating" experiments. The employer added that the examples adduced are included at paragraph 5 of the "Key Activities" of the work description, which reads as follows: "[translation] Collaborate with team members to contribute to the advancement of research and development projects."

3. Grievors' reply

[83] The grievors clarified that the *Guidelines on work description writing* were adduced to provide a context. Furthermore, the duties must be clearly described in the key activities section of a work description.

C. Reasons - Allegation No. 1

[84] I must determine whether the grievors' work description reflects their work and if that description constitutes a complete and current statement of their duties and responsibilities according to clause 57.01 of the collective agreement.

[85] The employer submitted that it did not contest most of the grievors' evidence as to the work they perform, but it disagreed with their interpretation of their work.

[86] As for the word "plan," the evidence showed that planning is part of the grievors' daily work. It is not enough to say that the planning activity is included in the words "design" and "develop." If that were the case, the word "plan" would be omitted from the grievors' work description and from those of the specialist technologists and project leaders.

[87] Mr. Delagrave testified that for the word "plan" to be included in the key activities of the work description, the grievors would require the responsibility of planning for others, for example. I do not subscribe to that theory. Had the employer wanted to require that planning necessarily be done for others, it would have had to so specify in the work description.

[88] As the employer stated, it is true that the word "plan" is found elsewhere in the work description, specifically at paragraph 2 of the "Intellectual Effort" section, as follows: "[translation] Plan the manufacturing method." However, I feel that that reference does not reflect the scope or extent of the planning done by the grievors as shown by the evidence. In the same paragraph of the "Intellectual Effort" section is a

list of the serious consequences that might arise from the poor planning of manufacturing, among other things. That is an indication of the importance the employer placed on the grievors' planning work. Accordingly, my opinion is that the word "plan" must be added to the second paragraph of the key activities.

[89] As for the word "coordinate," it must be kept in mind that the grievors' request is not to add the word "coordinate" to the work description in isolation and without context. Instead, it is "[translation] coordinate and carry out experiments."

[90] The *Dictionnaire Larousse* defines "coordinate" as "[translation] to order separate elements and combine distinct actions and activities with a view to constituting a coherent whole or achieving a defined outcome."

[91] The grievors adduced a number of examples of what they claimed was coordination. To mention a few, first Mr. D'Amours testified that after receiving a job from Mr. Roussel, he contacts the client and plans and coordinates a meeting to set the project's objectives. In other words, he arranges a meeting with the client. I do not believe that those actions represent coordinating an experiment.

[92] Mr. Jacques adduced other examples as part of the three projects he mentioned (Exhibits S-17-1, S-17-2 and S-17-3). With respect to modifying a testing bench, Mr. Jacques said that he coordinated with a member of the military to obtain the measurements for the motorized rockets. Following manufacturing, he coordinated the preassembly of all parts before testing. At the test site, he coordinated the assembly of the parts, and if any breakage occurred after a test, he coordinated the repairs. During the construction of an impact chamber, Mr. Jacques said that he coordinated the assembly with two welders and an assembler.

[93] In my view, the grievors did not prove that coordination should be part of the key activities of their work description. Instead, I believe that the examples provided were about organizing the work in the context of testing device prototypes and carrying out experiments, as mentioned in the key activities.

III. Allegation No. 2

[94] The grievors alleged that the words shown in bold as follows must be added to the fourth paragraph of the "Key Activities" section (page 2):

[Translation]

Analyze, evaluate and *test a range of materiel, devices and components for technologists, engineers or scientists.*

[95] That allegation is inspired by the fifth paragraph of the "Key Activities" section of the work description for specialist technologists, which reads as follows: "[translation] Analyze and evaluate a wide variety of data, materials, devices and components for researchers and engineers."

A. Summary of the evidence

1. For the grievors

[96] Mr. D'Amours referred to Exhibit S-5, a job request to design and manufacture a mounting for four cameras, including a system of motorized polarizers. The goal of the project was to propel a part at the highest possible speed at the lowest cost. According to Mr. D'Amours, it was necessary to analyze and evaluate the force and path of the actuator and to choose the pulleys and belts before ordering them. Mr. D'Amours stated that testing was not possible without first performing an analysis or an evaluation.

[97] When asked in cross-examination to define "test," Mr. D'Amours reiterated that it is necessary to carry out an analysis and evaluation before conducting a test. As an example, he said that he first had to analyze whether a device was available commercially before designing one.

[98] Mr. Martel referred to heat treating metals and to metal tests. He said that he had to research materials in specialized books or on the Internet.

[99] In cross-examination, he affirmed that a situation had to be analyzed and evaluated before proceeding to testing.

[100] Mr. Jacques referred to Exhibit S-18 in support of Allegation No. 2. He stated that he had to insert certain parts in the device in question (Gimbal). To that end, the firm Wescan provided him with a drawing so that he would know the limits within which the parts had to be inserted. A sketch gave him the weight parameters along with additional information provided by an electro-optical technician. Another drawing was provided to determine the device's centre of gravity, to balance it. According to

Mr. Jacques, he had to evaluate and analyze the parts to preserve the Gimbal's centre of gravity.

[101] In cross-examination, Mr. Jacques affirmed that the employer asks him to perform the duties. As an example, he said that a client could bring a motor or other device to the grievor to be checked, which requires analysis and evaluation.

2. For the employer

[102] Mr. Delagrave stated that in the fourth paragraph of the key activities, "test" indicates that the grievors take part in tests with scientist, technologist or researcher clients. As for analyzing and evaluating, Mr. Delagrave said that that was not a responsibility of the grievors as a key activity. The analysis the grievors do is described elsewhere in their work description, notably at paragraphs 3, 4 and 5 of the "Intellectual Effort" section. Mr. Delagrave reiterated that point in cross-examination.

B. Summary of the arguments

1. For the grievors

[103] The grievors referred to the job request in Exhibit S-5 and stated that Mr. D'Amours discussed with the client and carried out the analysis and evaluation of the project. A requester never tells the grievors to simply test a device — an analysis has to be done first. In addition, the technologist informs the project leader as to how much time is needed to complete a project, which requires analysis.

[104] As for Mr. Delagrave's testimony to the effect that the word "analyze" is found in the "Intellectual Effort" section of the work description, the grievors replied that the fact that that duty is mentioned several times indicates that it should be part of the key activities.

2. For the employer

[105] The employer argued that "analyze" and "evaluate" are steps in "test" in the fourth paragraph of the "Key Activities" section.

[106] The employer further argued that "analyze" and "evaluate" are covered or understood in the third to fifth paragraphs of "Intellectual Effort" in the work description.

C. Reasons - Allegation No. 2

[107] The word "analyze" is mentioned several times in the grievors' work description. The parties referred to the third to fifth paragraphs of "Intellectual Effort." The employer cited the following extract from the first sentence of the third paragraph: "[translation] Detect and analyze technical problems and develop practical and effective solutions . . . ."

[108] The second sentence of the same paragraph reads as follows: "[translation] Judgment is also required to analyze the behaviours of materials and to evaluate completion times based on the techniques used [emphasis added]."

[109] The analysis function is also found in the "[translation] Job Content Knowledge" section of the grievors' work description. The first paragraph of that section states as follows:

> [Translation]
>
> *Knowledge of the methods, basic theories, and principles and practices of analysis in a specific technical field (for example, physics, chemistry, mechanics, biology) . . . That knowledge is required to collect, compile and analyze test results for scientists, engineers or project officers. Those people use that data to make decisions and to prepare publications.*
>
> *. . .*
>
> [Emphasis added]

[110] The fifth paragraph of the same section reads as follows:

> [Translation]
>
> *Knowledge of commercial software and related programming practices along with the practices of device interfaces and related software to be able to control commercial and prototype equipment and to integrate and process diverse related data while gathering, reviewing, analyzing, interpreting and highlighting data.*
>
> [Emphasis added]

[111] The third paragraph of the "[translation] Sustained Attention" section of the grievors' work description contains the following: "[translation] Sustained attention is needed when . . . analyzing a problem . . . based on tight deadlines." In the "[translation] Information for the use of others" section, the first sentence of the first

paragraph reads as follows: "[translation] As a member of a team, collect data through experiments, sort, organize and analyze the data [emphasis added]."

[112] As mentioned earlier in this decision, the employer argued that "analyze" is a step of "test." It is true that based on the evidence, the grievors carry out an analysis when conducting a test or following one. However, the evidence also showed that the grievors regularly carry out an analysis even before a test is done.

[113] The analysis duty is provided for in several locations in the grievors' work description, including in the third to fifth paragraphs of the "Intellectual Effort" section. I believe that that reflects the fact that, supported by the evidence, a significant portion of their work is devoted to analysis. Moreover, the analysis they carry out is not a summary analysis, which is then given to another employee who then carries out an in-depth analysis. As mentioned in the first paragraph of the "Job Content Knowledge" section, the test results analysis that the grievors perform is used by scientists, engineers or project officers to make decisions and to prepare publications.

[114] Even though the analysis duty is provided for in the grievors' work description, I believe that its absence from the key activities does not reflect the extent to which it is part of the grievors' daily work or the importance of the analysis the grievors perform for others, such as scientists. Accordingly, my opinion is that the analysis duty must be included in the fourth paragraph of the "Key Activities" section.

[115] As for the evaluation function, in addition to the fifth paragraph of the "Key Activities" of the specialist technologists, it is found in three other places in the work descriptions of the grievors and the specialist technologists. The first location, which is in the key activities sections of both work descriptions and contains the identical wording, reads as follows: "[translation] Examine and evaluate the conditions or changes in laboratory installations and mechanical prototypes to ensure their safe operation or use [emphasis added]."

[116] The second time, in the fourth paragraph of the "Job Content Knowledge" section of the grievors' work description, it reads as follows:

> [Translation]

> *Technical and practical knowledge of specific military systems or subsystems . . . of munitions or vehicles is required to link the system and experiments and to evaluate equipment performance during testing.*
>
> [Emphasis added]

[117] With the exception of one word, the same sentence appears in the fourth paragraph of the "Job Content Knowledge" section of the specialist technologist work description, the only difference being that in that work description, the sentence begins with the following: "[translation] Exhaustive technical knowledge of systems . . . ."

[118] The third location containing the evaluation duty in both work descriptions is in the "Intellectual Effort" section. The third paragraph of that section of the grievors' work description contains the following sentence: "[translation] Judgment is also required to analyze the behaviours of materials and to evaluate completion times based on the techniques used [emphasis added]."

[119] In the "Intellectual Effort" section of the specialist technologist work description, the evaluation duty is found in the fifth paragraph, which reads as follows:

> [Translation]
>
> *Filter, analyze, interpret and evaluate data and apply theories to data in order to offer information sessions and the collected data to scientists and research managers.*
>
> [Emphasis added]
>
> . . .

In the grievors' work description, the evaluation duty is first mentioned in the "Key Activities" section, which deals with evaluating conditions or changes in laboratory installations and mechanical prototypes from the standpoint of safe operation or use. The evaluation function is mentioned a second time with respect to evaluating materiel performance during testing. The third time is with respect to evaluating completion times based on the techniques used in the context of the grievors' obligation to show judgment.

[120] Although the evidence demonstrated that the grievors carry out evaluations, in my view they did not prove that that duty should be part of the fourth paragraph of the key activities. The evidence is not conclusive that the grievors

"[translation] . . . evaluate . . . a range of equipment, devices and components for technologists, engineers or scientists," as they claim. They carry out analyses and share the results of their analyses. Moreover, that duty is already mentioned in several places in their work description, including the last paragraph of "Key Activities." Therefore, it cannot be said that the work description is incomplete on that point. For that reason, the evaluation duty will not be added to the fourth paragraph of the key activities of the grievors' work description.

IV. Allegation No. 3

[121] The grievors alleged that a new paragraph must be added to the "Key Activities" section of their work description. The proposed paragraph is as follows:

> [Translation]
>
> *Manage the activities of a specialized laboratory or a mechanical manufacturing request or a test facility.*

A. Summary of the evidence

1. For the grievors

[122] Mr. D'Amours gave as an example of a specialized laboratory the heat treatment laboratory or the inspection laboratory. He said that he worked intermittently in the inspection laboratory, where he could have operated a number of machines, and that several years ago, he did the same work as Mr. Gauvin (EG-5). He added that he might not have managed in the same way as Mr. Gauvin.

[123] In support of managing a mechanical manufacturing request, Mr. D'Amours stated that he accesses the RMS, selects a job and collects the manufacturing drawing. He then decides the machine he will use, along with the tools and the speed. In support of this allegation, Mr. D'Amours adduced in evidence an email dated January 25, 2010, addressed to Mr. Roussel and Mr. Lecours, informing them of his observations of a job to be done along with a list of materiel required and his estimate of the time required to complete the task (Exhibit S-6). Mr. D'Amours admitted of his own accord that it was not the best example of management.

[124] Mr. D'Amours stated that he has worked intermittently in the metrology laboratory. According to him, in 2003, he performed the same work as Mr. Gauvin, who was in charge of the laboratory.

[125] As for managing a test facility, Mr. D'Amours referred to documents about a test (Exhibit S-6) in which he had to improve the performance of a drop tower by changing several parts and by developing a technique to hold a mannequin used in the test. He also had to alter the tower's design because of broken parts.

[126] In cross-examination, Mr. D'Amours acknowledged that Mr. Roussel and Mr. Lecours are project leaders and that he was not in charge of the drop tower.

[127] For a specialized laboratory, Mr. Martel referred to the heat treatment centre. He said that he was in charge of it, ensured that the metal was in good condition and scheduled the maintenance that he identified. For managing the furnaces, he gave as an example that he had to calibrate them via tests. He had to find replacement parts when needed. Although he had to submit a parts order to a project leader to obtain approval for a purchase, Mr. Martel stated that "manage" constitutes ordering the appropriate parts and ensuring that the proper software is available and keeping it updated. Mr. Martel stated that he had an access code for the software provider and that for free software, he could download it and explore it to ensure its optimum use.

[128] With respect to managing a test facility, Mr. Martel referred to the Ferret project, in which he had to anticipate everything and plan the tools.

[129] In cross-examination, Mr. Martel acknowledged that a series of emails (Exhibit S-15) showed that when he informed a project leader of the equipment he required, he had nothing to do with purchasing that equipment. He stated that the procurement department prepares orders and authorizations, as shown by Exhibit E-9 (request for goods and services and construction) and Exhibit E-10 (contracting officer work description). Mr. Martel stated that when software is not free, he has to go through the same procurement process as for parts.

[130] According to Mr. Martel, if a machine in the heat treatment centre breaks, he has to repair it. If software does not work, he can contact the technician at the informatics company that supplied it. If the advice from that technician does not resolve the problem, he has to go through the project leader.

[131] Mr. Jacques testified that for the past four years, he has managed the EDM department and has been responsible for laboratory operations and for maintaining the two machines, namely, Charmilles and Fanuc. He ensures that both machines are

operational. If a problem arises with the Charmilles machine, he contacts the technician directly at the company that manufactured it. Mr. Jacques adduced a series of emails showing that when he needed parts, he asked Mr. Lecours to order them (Exhibit S-19-1).

[132] Mr. Jacques also referred to an email dated March 27, 2009, which he received from Denis Leclerc, a technician in the Weapons Protection and Effects section (Exhibit S-19-2), about the work Mr. Jacques did preparing armour plates for a testing program. Mr. Jacques stated that that constituted managing the project for Mr. Leclerc.

[133] Mr. Jacques added that he managed a test facility, specifically, modifying a testing bench (Exhibit S-17-1). His testimony on that subject with respect to the grievors' first allegation is reported earlier in this decision.

[134] Mr. Jacques stated that he has managed mechanical manufacturing, referring to a project about injuries from explosions (Exhibit S-17-3), about which he testified with respect to the first allegation. Mr. Jacques said that for that project, he made most of the decisions and managed the steps to respect the client's priorities.

[135] During cross-examination, Mr. Jacques affirmed that he managed the assembly aspect of the project to modify the testing bench.

2. For the employer

[136] Mr. Delagrave stated that the grievors are not called on to manage and that they do not manage personnel or budgets.

[137] Mr. Delagrave testified that Mr. Blais, a technician in the scientific section, is responsible for the specialized laboratory. As for the drop tower, Mr. D'Amours resolved some problems.

[138] Mr. Martel performs the work of the position assigned to him, which is not management. The room where he works is not a laboratory. Exhibit S-19-1 does not reflect management but rather identifies materiel to be ordered. As for Exhibit S-19-2, it represents design options requested by the requester and manufacturing instructions and directives, not management.

[139] In cross-examination, Mr. Delagrave affirmed that the employees in the scientific section manage scientific projects. The project leaders, Mr. Roussel and Mr. Lecours, manage requests to the Prototyping Service.

[140] Mr. Delagrave was shown a 2008-2009 performance report for an employee in the Prototyping Service in which the "EDM laboratory" is referred to under the section entitled "[translation] Manager's or supervisor's comments" (Exhibit S-26).
Mr. Delagrave responded that Mr. Martel worked at a material heat treatment station, which according to Mr. Delagrave did not meet the definition of a laboratory. He added that Mr. Martel did not manage it.

B. Summary of the arguments

1. For the grievors

[141] The grievors argued that they are responsible for their laboratory. In addition, while he was in the metrology department in 2003, Mr. D'Amours performed management duties while he was Mr. Gauvin's assistant, and there was no difference between him and Mr. Gauvin at that time.

[142] The grievors submitted that Mr. Martel was in charge of the heat treatment centre and that he was responsible for the proper operation of the equipment. In addition, he had to supervise the people who worked there to assist him.

[143] Furthermore, the grievors stated that the reference to the "EDM laboratory" in Exhibit S-26 indicates that it is indeed a laboratory.

2. For the employer

[144] The grievors are not required to manage "[translation] activities of a specialized laboratory or a mechanical manufacturing request or a test facility." That function is the joint responsibility of the specialist technologist and the project leader.

[145] The examples adduced are covered elsewhere in the work description, either in the fifth paragraph of "Key Activities," in the first paragraph of "[translation] Information for the use of others" or under "Human Resources Leadership."

C. Reasons - Allegation No. 3

[146] My opinion is that the grievors did not discharge their burden of proof to justify the addition to their work description of the paragraph cited earlier in this decision. Quite simply, the examples adduced did not reflect the common meaning of the word "manage." Mr. D'Amours even acknowledged the weaknesses of his examples.

[147] Furthermore, the fact that employees who once or on occasion during their careers replace the person in charge of a department does not make them managers. In addition, the fact that the expression "EDM laboratory" appears in a performance report does not transform the department into a specialized laboratory.

[148] Mr. Martel's testimony about his tasks at the heat treatment centre, such as maintaining machines and asking the project leader for parts, shows that they do not constitute management. They are part of the normal course of work done by employees assigned to the heat treatment centre.

[149] Accordingly, I deny the grievors' request in Allegation No. 3.

V. Allegation No. 4

[150] The grievors alleged that the first paragraph of the "Information for the use of others" section of the work description must be changed to add the following words in bold:

> [Translation]
>
> *As a member of a team, collect data through experiments and then sort, organize and analyze the data. The results are submitted to project leaders, scientists and colleagues* ***and to external clients****. The data are used in research and development activities, to resolve problems, to enhance the performance of equipment or to develop new procedures.*

A. Summary of the evidence

1. For the grievors

[151] Mr. D'Amours offered three examples of what he claimed were external clients (Exhibit S-7). The first is a request made in June 2009; the requester was Mr. Blais, a colleague of Mr. D'Amours. It was for manufacturing an anvil to hold an interchangeable machete compatible with the mounting base on the drop tower. Mr. D'Amours said that the client was a student at Université Laval working for an

employee of the Weapons Protection and Effects section. The second example is an exchange of short emails in February 2009 between Mr. D'Amours and a Department of National Defence systems engineer. The third example is a job request made in May 2007 from the precision weapons section. Mr. D'Amours stated that for that project, he worked with Mr. St-Onge, a consultant with Numérica. Mr. D'Amours added that on several occasions the scientist making the request shared Mr. D'Amours' work with other external scientists.

[152] In cross-examination, Mr. D'Amours was unable to identify the student in question and did not know how the DRDC hires students or whether they are put on the payroll.

[153] When asked if he had any proof that Numérica was not a National Defence contractor, Mr. D'Amours said that he provided services to Mr. St-Onge and that for him, a client is the person with whom he works.

[154] Mr. Martel stated that he had external clients from time to time. He said that the METC is housed by the research centre and is paid by the DRDC but that for him it is an external client that often calls on the Prototyping Service. For Mr. Martel, "external" means outside the research centre. Mr. Martel stated that he had been required to run heat-treatment tests for the CÉGEP de Trois-Rivières.

[155] In cross-examination, when shown an extract from the METC website (Exhibit E-14), Mr. Martel acknowledged that the METC is part of the Department of National Defence. As for the CÉGEP de Trois-Rivières, Mr. Martel said that his involvement was at least 10 years ago and that probably Mr. Roussel had asked him to conduct the tests. He also stated that he might have collaborated with the CÉGEP by telephone.

[156] Mr. Jacques stated that he considered as external clients everyone he had named in his testimony to date. He mentioned that he had asked the engineering firm PINO to verify a testing bench and that he did not have any other examples of external clients.

[157] In cross-examination, Mr. Jacques first mentioned Mr. St-Onge, who was the requester for the projectile support project (Exhibit S-17-1) and whom he considered an external client. Mr. Jacques said that in his view, an external client is someone who does not work with him in the Prototyping Service. Thus, if the individual is outside

the Prototyping Service, the person is an external client. He added that according to him, scientists and researchers are external clients. In addition, anyone who does not work in the same building as him is an external client.

[158] Mr. Jacques was referred to the project to build an impact chamber for which Mr. Girard was the requester (Exhibit S-17-2). Mr. Jacques acknowledged that Mr. Girard was a science technician in the Weapons Protection and Effects section, as indicated on the section's organization chart (Exhibit E-15). Mr. Jacques considered Mr. Girard an external client. Similarly, Mr. Jacques considers Mr. Leclerc an external client. He is a technician in the Weapons Protection and Effects section and was the requester of the project to prepare armour plates.

[159] When Mr. Jacques was reminded that the firm PINO provided services to the DRDC, he acknowledged that in that case, the DRDC was the client, and PINO was not an external client.

2. <u>For the employer</u>

[160] Mr. Delagrave testified that the grievors are not required to provide data to external clients because the scientists and specialist technologists interact with external clients. In addition, the grievors' interactions with the individuals they term external clients are already covered in their work description.

[161] As for the example of a university student as an external client, Mr. Delagrave explained that students are put on the DRDC's payroll and are an integral part of the scientific section.

[162] Mr. Delagrave stated that, in his view, Mr. St-Onge was not an external client because the DRDC pays Numérica to provide services. He testified that an external client pays the DRDC to provide it with services.

[163] In Mr. Delagrave's view, the firm PINO was not an external client because the DRDC paid it to provide services. As for the CÉGEP de Trois-Rivières, Mr. Delagrave was not aware of it. Mr. Girard is not an external client because he is a technician in another scientific section that is part of National Defence.

[164] In cross-examination, Mr. Delagrave was referred to the first paragraph of the "[translation] Client-Service Results" section of the grievors' work description, which reads as follows:

> [Translation]
>
> *Provide technical advice and services to scientists, engineers, project officers and other clients within or outside the government, in support of research and development.*

[165] With respect to that extract, Mr. Delagrave stated that it is not that the grievors do not have contact with external clients; instead, they are not responsible for being the point of contact for external clients.

[166] Mr. Delagrave was referred to Mr. Belleau's (Exhibit S-27) and Mr. Bafaro's 2007-2008 performance reports (Exhibit S-28) and Mr. Duchesne's 2006-2007 performance report (Exhibit S-29). In each report, in the "[translation] Achievements" column, it was written that the incumbent "[translation] . . . responds effectively to the needs of his internal and external clients."

B. Summary of the arguments

1. For the grievors

[167] The grievors referred to the three examples of external clients cited by Mr. D'Amours in Exhibit S-7.

[168] They argued that the definition of "external" was intended to mean that the individual could not apply for an internal competition.

[169] According to the grievors, payment for services does not determine whether a client is an external or internal client.

2. For the employer

[170] The employer pointed out that based on the grievors' request, they provide external clients with the results from the collected data. In the employer's view, the grievors did not adduce any evidence to that effect.

[171] The employer argued that the examples that the grievors adduced are not examples of clients and are even less examples of external clients. Instead, they are examples of communication with project leaders, scientists and colleagues, as

described in the first paragraph of the "Information for the use of others" section. The employer submitted that the nature of the contacts between the grievors and external clients is provided for in the second-last paragraph of that section, which reads as follows:

> [Translation]
>
> *Respond to requests for technical information from technologists, students, project partners and external clients about the requirements or activities . . . required to ensure that the laboratory or field tests are carried out as expected.*
>
> . . .

[172] The employer stated that the references to external clients were made in that context in the performance reports (Exhibits S-27, S-28 and S-29).

[173] The employer submitted that a service provider is not a client and referred me to the following definitions of "external client" in *Le grand dictionnaire terminologique* of the Office québécois de la langue française: "[translation] A client who is not part of the same organization as the supplier." In the *Dictionnaire Larousse*, "external client" is defined as follows: "[translation] A person who pays a company for commercial products or services."

C. Reasons - Allegation No. 4

[174] The grievors were required to demonstrate that they provide external clients with the results from data they collect as members of a team. For the following reasons, they were unsuccessful.

[175] First, since the expression "external client" is not defined in the grievors' work description, the common meaning must be used. It is evident from the grievors' testimonies that they consider as an external client anyone who works outside the Prototyping Service.

[176] I do not share that view. First, most of the grievors' examples were about employees from DRDC scientific sections that are part of the same organization as the grievors and for which Mr. Delagrave is also responsible. Consequently, they do not meet the definition of external clients given in *Le grand dictionnaire terminologique*. If the scientists, engineers and other employees who do not work in the Prototyping Service are to be characterized as clients, then they are internal clients, in my opinion.

[177] The same holds true for the Department of National Defence. The DRDC is part of that department, as is demonstrated in part by the signatures on the emails that the grievors adduced in evidence, which mention both the DRDC and National Defence. Thus, National Defence employees are not external clients of the grievors.

[178] Mr. D'Amours used as an example a university student who worked for an employee in the Weapons Protection and Effects section. He was unaware that the student was on the DRDC's payroll, as Mr. Delagrave testified. The second example offered by Mr. D'Amours, specifically a brief email exchange with a National Defence engineer in 2009, does not stand up to examination. First, I have already determined that National Defence is not an external client. Second, I do not believe that a two-line email from an engineer and Mr. D'Amours' four-line reply the same day is sufficient to prove that that was an external client.

[179] Among the examples offered by Mr. Jacques were projects involving Mr. Girard and Mr. Leclerc, both employees in the Weapons Protection and Effects section and thus not external clients. He admitted that PINO was not an external client. As for Mr. St-Onge, a Numérica employee, I agree with Mr. Delagrave's testimony that Numérica is a supplier for the DRDC and not an external client.

[180] With respect to the CÉGEP de Trois-Rivières, Mr. Martel's testimony was rather vague, and in any event, it involved an exchange that from more than 10 years ago. As the saying goes, "[translation] One case does not jurisprudence make."

[181] Second, even had I agreed that the examples that the grievors adduced were of external clients, to justify their allegation, they had to prove that they provided to those clients the results from their collected data. That evidence was not provided. Instead, the evidence adduced was in keeping with the information covered by the second-last paragraph of the "Information for the use of others" section, specifically as follows:

> [Translation]
>
> *Respond to requests for technical information from technologists, students, project partners and external clients about the requirements or activities . . . required to ensure that laboratory or field tests are carried out as expected.*
>
> . . .

The comments in the grievors' cited performance reports were made in the context of that paragraph.

[182] Accordingly, I deny the grievors' Allegation No. 4.

VI. Allegation No. 5

[183] The grievors alleged that the fourth paragraph of the "Information for the use of others" section of the work description must be amended by adding the following words in bold:

> [Translation]
>
> *Write, as **author or** co-author, technical notes about the progress and conclusions of experiments. Departmental scientists and engineers use that information to address deficiencies, enhance existing systems, or develop new and more efficient systems.*

A. Summary of the evidence

1. For the grievors

[184] In support of this allegation, Mr. D'Amours adduced a bundle of documents (Exhibit S-8) of which he said he was the sole author and not the co-author. The first document is a procedure to repair a MAZAK Quick Turn 200 machine in the event of a hydraulic oil leak. The second document is a casting and demoulding procedure, and the third document is a drawing about the capacity to produce gelatin to test munitions, on which notes appear, which he wrote with the heading, "[translation] General Note."

[185] During cross-examination, Mr. D'Amours affirmed that he had always been the author, not the co-author, of technical notes. He disagreed with the employer's position that he did not write technical notes. When it was raised that his notes on the drawing of a gelatin mould were entitled "General Note," Mr. D'Amours responded that they were technical notes because if the notes were not followed, the mould would not work.

[186] The employer submitted to Mr. D'Amours as an example of a technical note a roughly 145-page document published in August 2006 by Dr. F.C. Wong, a scientist at DRDC Valcartier, entitled "Missile flight control using micro-actuated flow effectors – Review of fiscal year 2005-2006 progress" (Exhibit E-7) with the mention "Technical Note" on the cover page. According to the employer, only scientists write technical

notes. While admitting that he had never written such a document, Mr. D'Amours stated that he did not agree that only scientists write technical notes.

[187] Mr. Martel referred to a 24-page document he had prepared entitled, "[translation] Heat treatments for metals – Guide and formulas" (Exhibit S-14). He said that it is a reference document for the project leader who organizes the work because it describes the treatment order and gives the project leader an idea of time management.

[188] As for the gelatin mould mentioned in Exhibit S-8, Mr. Martel stated that a general note is the same as a technical note and the designer, namely, a mechanical manufacturing and design technician, decides which notes will appear on a drawing.

[189] Mr. Martel affirmed that he performs the duties described in the sixth paragraph of the "Key Activities" section of the grievors' work description, as follows: "[translation] Write memos and technical notes and provide information about preparing scientific and technical reports and work documents." For him, a memo is somewhat the same as the notes found on the drawings.

[190] As for the document in Exhibit E-7, Mr. Martel had never seen it and had never written such a document, adding that there is no expectation that he write such a document.

[191] Mr. Jacques offered as an example five pages of technical notes dated between March 28 and May 5, 2006, which were part of the project about injuries from explosions. Each page contains the process to follow and annotations that he wrote indicating changes that should be made throughout the process (Exhibit S-21). The five pages are identical to those that are part of Exhibit S-17-3. Exhibit S-21 includes a document that Mr. Martel prepared in 2004 indicating the parts for a testing bench, their quantity, state and location. He testified that that document was a memo to guide technicians.

[192] In cross-examination, Mr. Jacques said that a technical note could include the written material he has sent to a client pointing out the problems with a device that was submitted to him. When asked if he was the co-author if his superior asked him to prepare a document and then revised it afterwards, Mr. Jacques responded in the negative, since it was his work. When the hypothesis of several revisions to the same

document at the superior's request was suggested to him, Mr. Jacques said that in those circumstances, he would be a co-author because the superior directs each revision.

[193] As for the document in Exhibit E-7, Mr. Jacques stated that he had never seen it and that he had never authored such a document. He affirmed that technologists do not write documents of that scope.

2. For the employer

[194] Mr. Delagrave testified that the sixth paragraph of the "Key Activities" section of the grievors' work description describes their contribution to the scientific process. The grievors document all the technical aspects that relate to them and that are used to prepare reports.

[195] As for drafting technical notes, according to Mr. Delagrave, the grievors document what they observe or see to advance the process. Mr. Delagrave testified that the grievors are not asked to author technical notes. In the vast majority of cases, the scientists and engineers, and sometimes the specialist technologists, write technical notes. Mr. Delagrave said that in his 31 years at National Defence, he had never seen any of the grievors write a technical note in the strict sense of the term as the employer defines it for its publications. He said that notes on a drawing are not technical notes in the employer's understanding.

[196] In cross-examination, Mr. Delagrave admitted that the casting and demoulding procedure prepared by Mr. D'Amours (Exhibit S-4, bundled) contained technical information. Similarly, he admitted that the document "Heat treatments for metals – Guide and formulas" (Exhibit S-14), prepared by Mr. Martel, and Exhibit S-17-3, about injuries from explosions, contained technical information.

B. Summary of the arguments

1. For the grievors

[197] The grievors submitted that they authored technical information and that the notes entitled "General Notes" are technical information.

[198] In support of their position, the grievors referred to parts of the "[translation] Communication" section of their work description, which read as follows:

> [Translation]
>
> *Communication out:*
>
> *Oral and written communication skills are required to advise scientists, researchers and technicians about technical and operational matters. Communicate information, opinions and technical instructions as well as the results, conclusions and recommendations from studies to scientific personnel.*
>
> . . .
>
> *Oral and written communication skills are required to communicate, accurately and precisely, questions and concerns of a technical and scientific nature to clients who may or may not have technical knowledge, managers, colleagues, team members, consultants, and contractors.*

2. For the employer

[199] The employer submitted that the grievors are not required to author technical notes because, instead, it is a scientist's duty. Furthermore, the examples adduced are not of being an author and even less of being an author of technical notes. The employer pointed out that in his testimony, Mr. Martel characterized the notes on the drawings as memos.

[200] The employer submitted further that the adduced examples are provided for elsewhere in the grievors' work description, first in the sixth paragraph of the "Key Activities" section, as follows:

> [Translation]
>
> *Write memos and technical notes and provide information about preparing scientific and technical reports and work documents.*

[201] The employer also referred to the second and third paragraphs of the "Information for the use of others" section, which read as follows:

> [Translation]
>
> *Provide advice and recommendations to researchers or technical personnel about technical and operational matters, which includes instruments, protocols, methods, procedures and project specifications. That information is used to establish the best methods for conducting experiments and for performing operational tasks.*
>
> *Draft documents describing technical data and techniques that technologists, engineers and scientists use to identify best practices and techniques.*

[202] The employer submitted that the grievors' request is already found in their work description.

C. Reasons - Allegation No. 5

[203] According to Mr. Delagrave's testimony and arguments, the employer tried to restrict the definition of a technical note to that used in publications by scientists. Mr. Delagrave stated that the technical notes that the grievors wrote were not technical notes in the strict sense of the term as the employer defines it for its publications. He also stated that the notes on the drawings that the grievors prepared are not technical notes in the employer's understanding.

[204] I do not agree with that argument. First, the expression "technical note" is not defined in the grievors' work description. Just because the document that Dr. Wong published (Exhibit E-7) is entitled "Technical Note" does not mean that the notes the grievors wrote must meet the standards of scientific publication. Furthermore, the employer did not prove that the term "technical note" is reserved to the scientific field.

[205] It appears to me that the notes on the drawings that the grievors prepared, among other things, are intended to communicate technical information that the designer of a device considered necessary to the person who will manufacture that device. Such notes are also used to clarify certain requirements for a device or part. In my view, they are technical notes and are such even if they are under the heading "General Notes" on certain documents. The content is important, not the heading.

[206] The employer submitted that the grievors are not required to write technical notes. I agree solely in terms of documents such as those published by Dr. Wong, since the grievors testified that they were not responsible for preparing similar documents. However, that argument is not valid when applied to the type of technical notes the grievors prepared because that duty is part of their work description. If the employer did not expect the grievors to perform this duty, why was it included in the key activities section of their work description?

[207] Having determined that the grievors perform the duty of writing technical notes, I must consider their request to include the word "author" in the "Information for the use of others" section of their work description.

[208] The grievors' request is as follows: "[translation] Write, as author or co-author, technical notes about the progress and conclusions of experiments [emphasis added]."

[209] I agree that in the examples submitted in support of this allegation, the grievors authored each document. They alone, and no one else, wrote the notes for each document. However, the analysis of their request does not stop there. It was necessary for the grievors to demonstrate that the documents in question dealt with "[translation] . . . the progress and conclusions of experiments." In my opinion, they did not provide that evidence.

[210] Exhibit S-8, adduced by Mr. D'Amours, consists of a repair procedure in the event of a hydraulic oil leak, a casting and demoulding procedure, and the design of a gelatin mould. Exhibit S-14, adduced by Mr. Martel, is a reference guide for heat treating several metals and includes a list of reference works. In his testimony, Mr. Martel stated that that document was a reference guide for project leaders, to facilitate their organization of the work. The document that Mr. Jacques prepared (Exhibit S-21) as part of the project on injuries from explosions contains the process to follow and his annotations indicating changes to be made throughout the process.

[211] I find that the documents the grievors submitted to support their request are not in the nature of documents about "[translation] . . . the progress and conclusions of experiments" but rather are in the nature of documents described in the sixth paragraph of the "Key Activities" section and the second and third paragraphs of the "Information for the use of others" section. Accordingly, I deny this request.

VII. Allegation No. 6

[212] The grievors claimed that the seventh paragraph of the "Information for the use of others" section of the work description has to be amended by adding the words in bold below:

> [Translation]
>
> *Search specialized books (or any other information source) to provide judicious advice to requesters about selecting metals and appropriate treatments* ***or to identify solutions to different technical problems encountered****.*

A. Summary of the evidence

1. For the grievors

[213] Mr. D'Amours adduced documents containing examples in support of this allegation (Exhibit S-9). As a first example, he provided an Internet search he conducted in 2007 for a cabinet, with copies of suppliers' web pages. He was looking for a good quality cabinet at the lowest cost. As a second example, he referred to an email exchange with Mr. Leclerc on May 10, 2010, in which Mr. D'Amours proposed a way to stabilize the base of an armoured tank turret to test faults, since nothing existed commercially for that purpose. Mr. Leclerc's response included his own solution to the problem. The third example dealt with a movable base for a high-speed camera. Mr. D'Amours stated that he found a solution in a specialized book that involved mounting the camera on a spring-loaded pad. The fourth example was of a weapon mount to study a weapon's movement. Mr. D'Amours stated that he revised the device to modify it to the requirements. The fifth example was of a drop tower that Mr. D'Amours had to make operational and safer. He had to search in specialized books.

[214] In cross-examination, Mr. D'Amours admitted that he carried out the work described in the seventh paragraph of the "Information for the use of others" section. However, he did not agree with the employer's position that the grievors' request was included in "[translation] . . . provide judicious advice to requesters about selecting metals and appropriate treatments . . ." of the same paragraph and in the second paragraph of the same section. As for the drawing of the tower he had designed, although the drawing shows that Mr. Roussel verified and approved it, Mr. D'Amours stated that Mr. Roussel did not review everything when he made a design.

[215] The example of a solution offered by Mr. Martel was about heat treating small projectiles and specifically whether they should be soaked in water or oil. By checking in books, Mr. Martel determined that they had received the wrong materiel, and therefore, he had to change the steel.

[216] Mr. Jacques cited the example of assembling a tower in 2005, in support of which he adduced a bundle of documents (Exhibit S-22). Since a strong shock absorber was needed to carry out a drop test, he had to research the specifications and have an invitation to tender prepared. He also carried out a search to find an appropriate winch

model and prepared an invitation to tender to purchase one. Since a solenoid was also needed to activate the drop and its cost was too high based on the research he had done, he found a solution.

[217] During cross-examination, Mr. Jacques was referred to an email in Exhibit S-22 that Nathalie Genest, a DRDC contracting officer, sent to him about the shock absorber. Mr. Jacques admitted that Ms. Genest completes requests and sends them to suppliers on the DRDC's behalf. He stated that he does not prepare orders.

2. For the employer

[218] Mr. Delagrave stated that the text of the seventh paragraph of the "Information for the use of others" section is part of the grievors' design work. They must consult catalogs, specialized works and the Internet. According to Mr. Delagrave, the duties in the grievors' request are already found in their work description, specifically in the second paragraph of the key activities and in the third and fifth paragraphs of the "Intellectual Effort" section.

[219] Mr. Delagrave reiterated during cross-examination that developing solutions is found in several locations in the grievors' work description. As for the "Intellectual Effort" section, he pointed out the existence of the following sentence in the third paragraph: "[translation] Detect and analyze technical problems and develop practical and effective solutions . . . ." In the fifth paragraph of the same section, he pointed out the existence of the following sentence: "[translation] Analyze and resolve problems with materiel or prototypes . . . ." He stated that those extracts were intended to say the same thing that the grievors requested.

B. Summary of the arguments

1. For the grievors

[220] The grievors referred me to the following definitions of "solution" in the *Dictionnaire Larousse*: "[translation] response to a problem"; "an element of a given set by which an equation or a system of equations is solved." They submitted further that sometimes people called them to obtain information about a technical problem.

2. For the employer

[221] The employer submitted that the duty "[translation] . . . to identify solutions to different technical problems encountered" is contained in the same paragraph, that is,

". . . to provide judicious advice to requesters about selecting metals and appropriate treatments . . . ."

[222] The employer also argued that the grievors' request was contained in the second paragraph of the "Key Activities" section and in the third and fifth paragraphs of the "Intellectual Effort" section.

[223] The employer further submitted that the grievors' request was also provided for in the second paragraph of the "Information for the use of others" section, as follows:

> [Translation]
>
> *Provide advice and recommendations to researchers and technical personnel about technical and operational matters, which includes instruments, protocols, methods, procedures and project specifications. That information is used to establish the best methods for conducting experiments and for performing operational tasks.*

C. Reasons - Allegation No. 6

[224] On reading the paragraph at issue in this allegation, it appears that the advice the grievors give would be limited to selecting and treating metals. However, other than the steel example that Mr. Martel cited, the purpose of the other examples was to demonstrate that the grievors conduct searches to solve technical problems that are not necessarily limited to selecting and treating metals.

[225] As I mentioned earlier in this decision, the employer's main argument was that the grievors' request is covered by the same paragraph to which they wish to add their request as well as by the second paragraph of the same section. In addition, according to Mr. Delagrave, the grievors' request is covered by the third and fifth paragraphs of "Intellectual Effort."

[226] I note that resolving technical problems is also provided for in the fourth paragraph of the "Intellectual Effort" section of the grievors' work description, which reads as follows:

> [Translation]
>
> *Analyze options to establish the best measures to take to resolve technical problems (for example, analyze unknown components or adapt materiel for use in conditions for which it was not designed). This activity is performed in spite of frequent interruptions by colleagues and of tight deadlines.*

[227] Examining the examples the grievors cited in support of this allegation, I would not characterize Mr. D'Amours' example of the search for a cabinet as a valid example of a technical problem. According to his testimony, he was looking for a quality cabinet at the lowest cost. He simply consulted the Internet pages of several suppliers.

[228] In my view, the example in the email exchange with Mr. Leclerc about stabilizing an armoured tank turret falls within the wording of the second paragraph of the same section because it involves advice and recommendations about a technical matter involving "[translation] . . . instruments, protocols, methods, procedures and project specifications."

[229] As for the other examples the grievors offered, as summarized in the evidence, I believe that they are part of a step in the design process or problems that arise while developing a given project.

[230] Additionally, it seems to me that those examples fall within the framework of the third and fifth paragraphs of the "Intellectual Effort" section, of which Mr. Delagrave cited the following extracts: in the third paragraph: "[translation] Detect and analyze technical problems and develop practical and effective solutions . . ."; and in the fifth paragraph of the same section, he pointed out the words: "[translation] Analyze and resolve problems with materiel or prototypes . . . ."

[231] However, intellectual effort is one of the required skills to allow the grievors to carry out their work. In contrast, the "Information for the use of others" section describes the work that the grievors are required to perform. It appears that a certain importance is given to this very detailed section of the grievors' work description, because it immediately follows the "Key Activities" section.

[232] The grievors did not cite many examples to support their request that I would qualify as valid. However, in my opinion, the examples cited were sufficient to demonstrate that the grievors' searches in specialized books are not limited to selecting or treating metals. Thus, my opinion is that this duty must be added to the work description. I believe that the appropriate way to add it is by using the words in the "Intellectual Effort" section so that the seventh paragraph of the "Information for the use of others" section reads as follows by adding the words in bold:

> [Translation]

> *Search specialized books (or any other information source) to provide judicious advice to requesters about selecting metals and appropriate treatments* ***or to resolve technical problems****.*

VIII. Allegation No. 7

[233] The grievors alleged that the ninth paragraph of the "Information for use of others" section of their work description must be amended by adding the following words in bold:

> [Translation]
>
> ***Inspect, draft reports and*** *make health and safety recommendations to management to correct potentially dangerous situations in the section's workshops and laboratories.*

A. Summary of the evidence

1. For the grievors

[234] Mr. D'Amours offered three examples in support of this request. The first took place in 2003, when he was working on a band saw in the metal cutting department and had to change the metal chip removal wheel for safety reasons. He informed Mr. Lecours, the project leader, and searched suppliers' catalogues to find the right part. According to Mr. D'Amours, because he informed Mr. Lecours, it was making a "report."

[235] For his second example, which he believes took place in 2010 or 2011, Mr. D'Amours stated that during a monthly management tour involving Mr. Garon and a representative of the safety committee (Mr. Bafaro at that time) to collect safety comments, he reported to them that metal bars were close to a door.

[236] As his last example, Mr. D'Amours stated that in October 2011, when he informed Mr. Lecours of a defective milling machine handle, Mr. Lecours asked him to send him pictures, which he did, by email (Exhibit S-10).

[237] In cross-examination, Mr. D'Amours stated that he made health and safety recommendations, perhaps orally. In support of the grievors' request, he testified that he had to inspect the machines and their surroundings. If he found something that he considered unsafe, he could communicate the information orally or in writing.

[238] Mr. D'Amours said that he did not conduct formal monthly inspections and that Mr. Bafaro was responsible for health and safety. When he was shown a copy of a

monthly safety inspection report (Exhibit E-8), Mr. D'Amours admitted that he had never filled out such a report.

[239] Mr. D'Amours expressed his disagreement when it was suggested to him that according to the employer, employees' obligations are set out in the ninth paragraph of the "Information for use of others" section and the "[translation] Well-being of individuals" section. He affirmed that although he did not carry out inspections like those done by Mr. Bafaro, he still had to inspect the machines he worked on.

[240] Mr. Martel stated that if he saw a potentially dangerous situation, his responsibility was to determine how to correct it and to inform the health and safety committee, on which he was the employee representative. If he identified a problem, he could write a note to that effect, for example, to recommend purchasing a piece of equipment.

[241] During cross-examination, Mr. Martel stated that in his daily work, he was responsible for protecting his colleagues, project leaders or visitors. If he found a situation that needed fixing, he most often informed management verbally, i.e., Mr. Garon or a project leader. Generally, reports were in writing if he recommended purchasing equipment. It was not a matter of making a formal report, as when he was a member of the health and safety committee.

[242] Mr. Jacques testified that he inspected his workplace daily. If he found something unsafe, he informed the person responsible for filling out the safety reports, i.e., Mr. Martel or Mr. Bafaro. In his view, his inspection was not limited to the machines on which he worked but included the entire environment.

2. For the employer

[243] Mr. Delagrave testified that all employees are responsible for ensuring that their workspaces are safe. If they find a problem, they have to inform their superiors, to avoid increasing the danger.

[244] As for the word "inspect" that the grievors want to add, Mr. Delagrave said that they do not carry out formal inspections. Part of their daily work is observing and attempting to identify problems with a machine or the environment. That is provided for in the seventh paragraph of the "Key Activities" section, which reads as follows: "[translation] Maintain, calibrate and inspect sometimes sophisticated equipment."

[245] Furthermore, the grievors are not required to "draft reports" about health and safety. That is the Mr. Bafaro's responsibility as the co-chairperson of the health and safety committee. Exhibit S-10, adduced by Mr. D'Amours, is not a formal report but rather a message to his superior as the employer asks the grievors to do in their work description.

B. Summary of the arguments

1. For the grievors

[246] The grievors submitted that the "inspect" function was a greater concern for them because of the dangerous nature of their workplace.

2. For the employer

[247] The employer argued that the examples the grievors offered are not evidence that they carried out inspections or wrote health and safety reports. The co-chairpersons of the health and safety committee are responsible for those duties. The employer referred to the testimonies of Mr. D'Amours and Mr. Martel to the effect that they did not carry out formal inspections.

[248] The employer submitted that the functions requested in this allegation are already described in the work description. First, "inspect" is a step in "[translation] make . . . recommendations," described in the paragraph under consideration. In addition, "inspect" is a step understood in the "examine," "evaluate" and "monitor" duties provided for elsewhere in the work description, among other places, as follows: the seventh paragraph of "Key Activities" cited earlier in this decision; the 10th paragraph of "Key Activities," which reads as follows: "[translation] Examine and evaluate the conditions or changes in laboratory installations and mechanical prototypes to ensure their safe operation or use"; and the following extract from the "Well-being of individuals" section: "[translation] Monitor partners daily to reduce risks during work . . . ."

[249] The employer also referred to the following paragraph in the "[translation] Ensuring compliance" section:

> [Translation]
>
> *Monitor team members, including contractors and persons not from the unit, and ensure that they respect the provisions of the Canada Labour Code, the Workplace Hazardous Materials*

> *Information System (WHMIS), environmental impact assessments and standard operating procedures (SOP) for storing, using, handling and disposing of hazardous materials and equipment, some of which are experimental or unique. Has the authority to stop work when corrective measures are not taken.*

C. Reasons - Allegation No. 7

[250] I agree with the employer that the examples the grievors provided in support of their request are not sufficient evidence that they are required to "inspect" or "draft reports." The evidence shows instead that those duties are the health and safety committee's responsibility.

[251] In my view, the work safety activities that the grievors described are fully covered by the ninth paragraph of the "Information for the use of others" section, as written in their work description. Moreover, these activities are set out in the other paragraphs of the work description that the employer cited and that were reproduced earlier in this decision. Accordingly, I deny this request of the grievors.

IX. Allegation No. 8

[252] The "Human Resources Leadership" section of the grievors' work description reads as follows:

> [Translation]
>
> *Explain the technical and laboratory work and safety practices and procedures and follow up with colleagues, new research personnel and guest workers.*
>
> *Participate in project teams or work groups and contribute to developing new skills by providing technical guidance to members.*

[253] The grievors alleged that the following paragraph has to be added to that section:

> [Translation]
>
> ***Manage short-term work groups; ensure that a project's objectives and technical procedures are well understood. Motivate team members; monitor the progress of assigned tasks through frequent discussions; answer questions, concerns and requests of a technical nature; and monitor projects undertaken by contractors to ensure that they meet milestones and that the deliverables are satisfactory.***

A. Summary of the evidence

1. For the grievors

[254] Mr. D'Amours' testimony in support of this request was about a project that began in 2008. He worked on it for six to eight months, designing and developing a protection system for the drivers of light armoured vehicles (LAV III). He adduced a bundle of documents, consisting of a summary of his activities, some emails and a work request (Exhibit S-11).

[255] Mr. D'Amours stated that he had to manage short-term work teams to deliver the project. The scientist in charge of the project was Robert Durocher from the Weapons Protection and Effects section.

[256] Mr. D'Amours stated that he had to manufacture wooden and aluminium models for which he had to request assistance from carpenters and welders, respectively. He testified that he managed two welders, monitored their progress, answered their technical questions and motivated them. He stated that he provided instructions to the welders, to move the project forward quickly. That stage of the project lasted one week. According to Mr. D'Amours, he had a five-member team at his disposal.

[257] Mr. D'Amours did not testify on the part of the request about "[translation] monitor projects."

[258] When it was suggested to Mr. D'Amours that the employer disagreed that he managed work groups, he referred to a January 9, 2009, email, in Exhibit S-11, in which Mr. Lecours informed a security official that Mr. D'Amours and two welders would be working on a Saturday. Mr. D'Amours acknowledged that he was not the one who set the schedules for the LAV III project.

[259] Mr. Martel stated that he had also worked on the LAV III project and that he had managed a team of two welders. He also referred to a project involving cutting missiles. For machining the explosives, he had to explain how to cut them. According to him, the work group could vary to from one to six people.

[260] Mr. Martel stated that his leadership of work teams was sporadic, occurring probably once a year. He had the knowledge to tell the welders what to do but was not their superior. For Mr. Martel, the word "motivate" means ensuring that employees are

committed to a project. Since he understands the expectations, he is in the best position to motivate people.

[261] In cross-examination, Mr. Martel said that he had been asked recently to lead human resources more, to train other employees, because he was approaching retirement. He admitted that he did the human resources leadership work described in the work description. As for "[translation] [e]xplain the . . . work," he explains the capabilities and possibilities of each machine to new employees or to visitors to the premises.

[262] As for the duty "follow up with colleagues," Mr. Martel stated that he pointed out specialized books and that the majority of that duty is done verbally. He again cited Exhibit S-14, "[translation] Heat treatments for metals – Guide and formulas," as an example of a reference work and technical guidance.

[263] Mr. Martel admitted that since he has no certification in welding, he did not explain the welding procedure to the welders. He ensured that the assembly was carried out in accordance with the standards and that everything was coordinated.

[264] Mr. Jacques began by referring to the projectile support project (Exhibit S-17-1). He said that he was responsible for all mechanical operations and to that end had an METC team. He led a team to carry out the appropriate assembly and stated that everyone, whether labourers or METC technicians, relied on him for the assembly. It took one week to assemble the system, but the testing was spread over a year.

[265] Mr. Jacques also referred to the project to build an impact chamber (Exhibit S-17-2) for which he had the assistance of two welders and an assembler. He said that he managed those individuals for the structure's assembly and welding, which took about three weeks.

[266] Mr. Jacques admitted during cross-examination that he was required to carry out the duties described in the "Human Resources Leadership" section. He advises anyone who replaces him on a machine and helps members of the team with his knowledge.

2. For the employer

[267] Mr. Delagrave testified that the grievors are not required to perform the duties that they alleged have to be added to the "Human Resources Leadership" section and that those duties are the specialist technologists' responsibility.

[268] According to Mr. Delagrave, Exhibit S-11, adduced by Mr. D'Amours, shows that he contributed to a scientific experiment as a member of a team on the same basis as the welders but that he gave them guidance. Mr. D'Amours did not manage personnel — that was the weapons effects engineer's responsibility, Yves Payette, as indicated in Exhibit S-11. In addition, if instructions had to be given, Mr. Lecours and Mr. Roussel did so.

[269] As for Mr. Martel's testimony about cutting missiles, Mr. Delagrave stated that he did not manage any personnel and that, furthermore, Mr. Martel was paid at an EG-5 rate temporarily while in that position.

[270] As for Mr. Jacques' testimony, Mr. Delagrave testified that he gave technical instructions for the assembly, which does not amount to managing personnel.

[271] Mr. Delagrave affirmed that the grievors' request is already found in their work description in the fifth paragraph of "Key activities," which reads as follows: "[translation] Collaborate with team members to contribute to the advancement of research and development projects." To a lesser degree, it is also found in the eighth paragraph of the same section, specifically: "[translation] Advise less-experienced employees or students."

[272] During cross-examination on the interaction between the grievors and the welders, Mr. Delagrave said that the grievors provided the welders with technical guidance and explanations to carry out the assembly and to respond to questions about how devices are designed. For Mr. Delagrave, there is a distinction between managing and providing guidance. He did not believe that Mr. D'Amours managed the team and that in the case of the Ferret project, Mr. Martel did not manage a team but instead provided technical guidance on how to do the work.

B. Summary of the arguments

1. For the grievors

[273] The grievors referred to the following definitions of "manage" in the *Dictionnaire Larousse* "[translation] to guide someone toward an activity"; "to be the driving element in someone's actions; to lead and drive"; "to be at the head of a group, the commander; to assume the effectiveness of a collective action by determining its execution."

[274] They also referred to the following definition of "motivate": "[translation] to create in someone the conditions that can push him or her to act; to make sure he or she has good reason to act." The grievors also referred to the following definition of "monitor": "[translation] to examine something to ensure its regularity, accuracy, validity, quality, proper operation, etc."

[275] The grievors submitted that in the provided examples, they acted like site managers in the construction industry. Since they design prototypes, their responsibility within the team should be recognized in the work description.

2. For the employer

[276] The employer submitted that the key aspect of the grievors' requested addition was managing work groups. For the employer, the grievors' examples were essentially guidance, not management. The grievors do not have any authority with respect to human resources, discipline or finances. The employer also referred to the following definition of "manage" in the *Dictionnaire Larousse*: "[translation] to be the key person responsible for administering and managing a company or an institution; to lead it; to govern, administer, lead."

[277] In addition to being covered in the "Human Resources Leadership" section, the employer argued that the grievors' request is also found elsewhere in their work description, for example, in the fifth paragraph of "Key Activities" and in the first paragraph of "Information for the use of others."

C. Reasons - Allegation No. 8

[278] The grievors' requested addition was taken from the first paragraph of "Human Resources Leadership" of the specialist technologist work description, the first sentence of which reads as follows:

> [Translation]
>
> *Manage short-term project teams or work groups in all phases of projects, which include planning test applications and estimating resource requirements.*

[279] The remainder of the grievors' request is identical to the sentences that follow in the first paragraph of that section in the specialist technologist work description.

[280] It is clear that the scope of this management duty of the specialist technologists is much broader than what the grievors claimed. They omitted "[translation] project teams" as well as the portion of the sentence beginning with the words "[translation] in all phases of projects," phrases that provide the context in which the specialist technologists perform this duty. It seems to me that the grievors selected certain words out of context in an attempt to acquire a management duty, which I will characterize as "[translation] embellishing the text."

[281] Furthermore, this request of the grievors is not supported by the evidence. First, none of the witnesses testified about the part of the request beginning with the words "[translation] . . . and monitor projects undertaken by contractors . . . ." As for Mr. Martel's example, Mr. Delagrave's uncontested testimony was that Mr. Martel had been paid at the EG-5 level (specialist technologist) temporarily during the project. In addition, Mr. Martel testified that what he referred to as managing teams took place about once a year. In my view, a duty that an employee carries out at that frequency does not need to be included in a work description.

[282] The grievors' evidence of managing teams was based primarily on what they claimed was managing welders and assemblers. In his testimony on the construction of an impact chamber in the context of the grievors' Allegation No. 1, specifically the "coordinate" duty, Mr. Jacques attempted to demonstrate that he coordinated a team of two welders and one assembler. In the context of this allegation, he claimed that the same interaction with the welders and assembler on the same project represented managing those employees.

[283] My view is that the evidence adduced does not support the grievors' claim that they manage work teams. Instead, I believe that their activities on that point are already included in their work description, in the following locations: the fifth paragraph of "Key Activities," that is, "Collaborate with team members to contribute to

the advancement of research and development projects"; and the current "Human Resources Leadership" section. Accordingly, I deny this request of the grievors.

X. Allegation No. 9

[284] The grievors alleged that the paragraph entitled "[translation] Spending of funds" in the "[translation] Money" section of their work description has to be amended by adding the following words in bold:

> [Translation]
>
> ***Prepare and write orders for*** ~~*Identify*~~ *supplies, components and equipment and verify that the materiel received meets specifications.*

A. Summary of the evidence

1. For the grievors

[285] Mr. D'Amours testified that for everything on the list of projects he completed between 2007 and 2010 (Exhibit S-3, bundled), he searched for suppliers on the Internet and in catalogues, identified components, and prepared invitations to tender. As an example, Mr. D'Amours referred to a document that was part of Exhibit S-12, namely, a bid by a supplier for the DRDC on which it is indicated "[translation] prepared for: Guy D'Amour [*sic*]."

[286] When shown a copy of a request for goods and services and construction (Exhibit E-9), Mr. D'Amours admitted that he never completed such a document because he does not finalize purchases. As for the work description for contracting officers (Exhibit E-10), Mr. D'Amours stated that what he requested was purchased.

[287] Mr. Martel referred to Exhibit S-15, which includes some emails showing that he identified equipment that he required and that he informed a project leader about it, who placed the order. That exhibit also contains research that Mr. Martel did for a furnace, and then he made a recommendation to Mr. Garon.

[288] In cross-examination, Mr. Martel said that he performed the duty of identifying supplies, components, etc., as written in the work description. He testified that he identified those items by consulting specialized books or supplier Internet sites. He identifies the part and its number to purchase it and checks it on reception.

[289] Mr. Jacques referred to Exhibit S-23, consisting of five emails that he sent to Mr. Lecours in 2012 identifying parts to be ordered to maintain the Charmilles and Fanuc machines. He also referred to Exhibit S-19-1 as examples of identifying equipment.

[290] In cross-examination, Mr. Jacques described the procurement process at the DRDC as follows. He identifies a part and informs the project leader, who approves the expenditure. The procurement service prepares the order. He receives the equipment and verifies that it is correct.

2. For the employer

[291] Mr. Delagrave testified that the grievors are responsible for identifying what is required, and the contracting officer prepares the orders.

[292] As for Exhibit S-12, adduced by Mr. Amours, it involves not orders but a collection of bids and sketches received from suppliers to identify the required parts and then to have the order prepared by the contracting officer.

[293] Similarly, Exhibit S-15 consists of emails discussing identifying required equipment. Such emails are sent to project leaders because they have the procurement budgets. Exhibit S-23 involves not orders but once again identifies parts and equipment needed for the project in question.

[294] In cross-examination, Mr. Delagrave affirmed that preparing even an exhaustive list of necessary parts does not constitute "[translation] prepare and write orders" but instead amounts to identifying the parts to purchase.

B. Summary of the arguments

1. For the grievors

[295] The grievors submitted that although the paragraph in question reads "Identify," Exhibit S-15, which supports their request, must also be considered.

2. For the employer

[296] The employer submitted that the grievors are not required to "[translation] prepare and write orders," and the examples provided did not support their request. Instead, they are examples of identifying items.

[297] The employer further submitted that in their testimonies, each grievor admitted that he identified parts.

C. Reasons - Allegation No. 9

[298] The evidence could not be clearer on this request of the grievors. The examples offered consist solely of identifying parts and equipment that they required and requested from project leaders. In addition, each witness admitted that he identified parts. The grievors did not adduce any evidence that they prepare and write orders. Instead, the evidence was that contracting officers do it. Accordingly, I deny this request.

XI. Allegation No. 10

[299] The grievors alleged that the fourth paragraph of the "[translation] Physical Assets and Products" section of their work description has to be amended by adding the following words in bold:

> [Translation]
>
> ***Be in charge of and*** *use CAD/CAM software, operate specialized and complex machine tools and conventional machine tools, and determine the parameters of different equipment used to form plastic materials, such as injection, compression, transfer and thermoforming presses as well as the dryer for injection resins. Incorrect use or communicating incorrect or incomplete instructions can lead to major repair costs and delays. The parts and systems have a very high combined value and could be damaged by an ill-considered or negligent intervention.*

A. Summary of the evidence

1. For the grievors

[300] As defined earlier in this decision, the software in question is for computer-assisted design (CAD) and computer-assisted manufacturing (CAM).

[301] Mr. D'Amours testified that the computers are attached to machines and that he is responsible for programming the computer to run a machine. For him, "[b]e in charge" not only means operating the machine but also managing the workspaces and tools. It is not simply a matter of using the software but of going in to edit it. Mr. D'Amours uses the software to plan the machine's maintenance sequence.

[302] Mr. D'Amours adduced two emails that he sent to Mr. Lecours in 2011, asking him to purchase a specialized tool and a mandrel (Exhibit S-13).

[303] In cross-examination, Mr. D'Amours said that he enters the cutting conditions, revolutions per minute, etc., in the computer. He admitted that Mr. Paradis is responsible for the CAD software and that he calls the supplier, if needed. As for the emails that he sent to Mr. Lecours, Mr. D'Amours admitted that he did not have the authority to purchase the specialized tools or a mandrel.

[304] For his part, Mr. Martel testified that he was in charge of keeping the software up to date. If he encountered a problem, he contacted the software supplier. When the supplier had an update for the software, it informed Mr. Martel. The software is used to change the machine's parameters.

[305] In cross-examination, Mr. Martel stated that the software gives him the option to perform a job by entering the programming for it. In his opinion, "[b]e in charge" means that he makes sure to work with the current software version. If the software malfunctions, he sometimes contacts the supplier's technician. If the technician's advice is unsuccessful, Mr. Martel has to go to the project leader. The process is the same for everyone.

[306] As for Mr. Jacques, he affirmed that "[b]e in charge" means keeping the software up to date and usable, while "use" the software means that he makes use of it.

2. For the employer

[307] Mr. Delagrave said that the grievors are not required to be in charge of software. He affirmed that in the Prototyping Service, Mr. Paradis is the main point of contact and the resource person to identify new versions of the software and to recommend them.

[308] According to Mr. Delagrave, management asks the grievors to only use the software. He testified that that duty is found not only in the paragraph at issue but also in the ninth paragraph of the "Key Activities" section, which reads as follows:

> [Translation]
>
> *Program machining centres (CNC) according to complex designs, detailed plans, sketches or oral instructions using the latest software.*

[309] Mr. Delagrave said that when a major change was made to the software, a DRDC information technology officer made it. As for Exhibit S-13, adduced by Mr. D'Amours, Mr. Delagrave said that it involved Mr. D'Amours identifying equipment to purchase, which had nothing to do with the present allegation and, in his view, did not demonstrate that Mr. D'Amours is in charge of the software.

B. Summary of the arguments

1. For the grievors

[310] The grievors argued that although they did not have a precise definition of "[b]e in charge," they mentioned in their testimonies that they were responsible for the software that they used. They also emphasized Mr. Martel's testimony that he dealt with the supplier of the software he used.

2. For the employer

[311] The employer submitted that the grievors had no control over the software they used except for updates and that they had no responsibility for procuring, installing or repairing the software. In addition, Mr. D'Amours conceded that Mr. Paradis was in charge of the CAD software.

[312] The employer pointed out that the examples that the grievors provided can be found in the ninth paragraph of the "Key Activities" section of their work description.

C. Reasons - Allegation No. 10

[313] The evidence that the grievors adduced demonstrated that the machines they use operate with computers that use CAD and CAM software. The grievors enter commands into the computer to set the parameters based on the work to be done. The work can be quite sophisticated, which means that the commands must be entered accurately. It goes without saying that the software must be up to date for such work. However, that evidence did not convince me that the grievors' work constitutes being "in charge" of software.

[314] There is no evidence that the grievors have the authority to purchase, install or repair software. At most, they might have occasional contact with a supplier technician. However, Mr. Paradis is responsible for the CAD software, and in the case of major changes, the DRDC information technology service is in charge. As for Exhibit S-13, the documents are about requests to purchase equipment and are not

relevant to this allegation. Additionally, using software is provided for in the paragraph in question as well as in the ninth paragraph of the "Key Activities" section cited earlier in this decision.

[315] Since my opinion is that the grievors did not prove that they are in charge of software, I deny this request.

XII. Allegation No. 11

[316] The grievors alleged that the fifth paragraph of the "Physical Assets and Products" section of their work description has to be amended by adding the following words in bold:

> [Translation]
>
> ***Be responsible for saving*** ~~*save*~~ *electronic information, drawings, calculations and relevant notes to file. The incumbent, scientists, engineers and technologists use that information to correct deficiencies, enhance existing systems, develop new ones, prepare presentations and research reports, etc. Since that information is about prototypes or complex and unique parts, the loss of these documents can result in additional labour and material costs associated with redoing the work.*

A. Summary of the evidence

1. For the grievors

[317] Mr. D'Amours stated that when creating a design, several pages could be open on a computer at the same time. Saving is first done locally on the computer and then on the system. He said that he is the only one who saves emails, technical notes and sketches. According to Mr. D'Amours, design projects are saved once a year, which is an automatic save. When asked to explain the difference between "save" and "[b]e responsible for saving," Mr. D'Amours responded that the grievors perform the same saves as the specialist technologists. He knew that because he has already performed the work of a specialist technologist.

[318] In cross-examination, Mr. D'Amours stated that Mr. Paradis emails the grievors at year end and asks them to archive the information. Mr. D'Amours recognized a six-page document prepared by Mr. Paradis entitled: "[translation] Procedure for managing Solid Edge software files" (Exhibit E-11) that Mr. Paradis told him to follow. The introduction to the document reads as follows:

[Translation]

The purpose of the following information is to inform users of Solid Edge software of the procedure to follow to manage files from different design projects. This procedure will ensure uniform work methods to facilitate document archiving and searching.

[319] Paragraph 7 of that document reads as follows:

[Translation]

7- Each designer is responsible for saving the information related to their projects until the manager responsible for saving archives it. To that end, the Prototype Group has disk space on the SC-DOX corporate file server, which allows everyone to copy all their project information and thus to make a secure copy. Follow this procedure . . . .

. . .

[320] Mr. D'Amours was shown an email exchange from October 2009 between Mr. Garon and Marc Duguay of the Information Technology service about a proposed service agreement for the Prototyping Service (Exhibit E-13) in which Mr. Paradis is designated as the expert for information technology requirements. The email from Mr. Garon to Mr. Duguay contains the following extracts:

[Translation]

. . .

Bruno Paradis shall be considered the expert for our information technology requirements and invited to meetings to update the information offered to all other persons in charge.

. . .

Since the majority of our computer equipment is for specialized mechanical manufacturing and design needs, as is the case for the scientific sections, we would ask that the Proto employees always contact their local officer, Bruno, who is in charge of contacting our service, if required.

. . .

[321] Mr. D'Amours stated that Mr. Paradis was the expert for the Solid Edge software and that he contacted Mr. Paradis about it.

[322] Mr. Martel affirmed the importance of saving each manufactured piece because it avoids the need to start over or to reprogram.

[323] In cross-examination, Mr. Martel explained that the work is saved regularly on the computers at the design stations and that at the end of each day, it is saved on the

general server. Designs are not done directly on the general server because it slows down the work. Relevant notes are saved when the design is saved because they are on the design. He thought that the other machines were linked directly to the server. Mr. Martel stated that no one in the Prototyping Service is responsible for the servers.

[324] Mr. Jacques stated that he was the only one saving on the manufacturing software, that is, on the machine or in a directory that he created. As for designs, they are first saved on workstations and then are transferred to the general server.

[325] In cross-examination, Mr. Jacques stated that all designs, calculations and relevant notes are in electronic format and that all the information used in design must be saved.

2. For the employer

[326] Mr. Delagrave pointed out that the grievors are not responsible for saving. In the Prototyping Service, Mr. Paradis establishes the procedure and instructions for saving, as indicated in Exhibit E-11. Mr. Delagrave stated that as a normal part of their work, the grievors must save their work, in accordance with the established instructions. Management asks them to do the saving, but they are not in charge.

B. Summary of the arguments

1. For the grievors

[327] The grievors first referred to the definition of "responsible" in the *Dictionnaire Larousse*, which is "[translation] person in charge of a function."

[328] The grievors submitted that being in charge of saving was not limited to electronic saving but also included saving paper copies of work plans and documents. Furthermore, saving does not involve only archiving.

2. For the employer

[329] The employer advanced that the saving that the grievors performed is done electronically. As described in Exhibit E-11, Mr. Paradis establishes the saving policies. Thus, he, not the grievors, is responsible for saving. What the grievors perform in the way of saving is already covered in the paragraph of their work description in question.

[330] The employer referred to the definition of "save" in *Le grand dictionnaire terminologique,* which reads as follows: "[translation] to make a backup copy of a file or collection of files to avoid losing them."

C. Reasons - Allegation No. 11

[331] Exhibit E-13 shows that management designated Mr. Paradis as the expert for information technology requirements in the Prototyping Service.

[332] Mr. Paradis also wrote the file management procedure for the Solid Edge software. Although paragraph 7 of that document states that everyone "[translation] . . . is responsible for saving the information related to their projects . . . ," in this context the term "responsible" does not have the meaning that the grievors would like to give it. As indicated in the same extract, it is a matter of each person copying the relevant information to disk space on the file server. Whether that is done initially on a computer attached to the machine and then on the server at the end of a workday in my opinion does not change anything about the duty in question.

[333] There was no evidence that the grievors were in charge of saving, within the meaning of the definition that they submitted. In contrast, the evidence showed that the project leader, Mr. Paradis, is responsible within the Prototyping Service. It is also interesting to note that in the extract from Exhibit E-11, mention is made of a "[translation] manager responsible for saving." According to the evidence, the paragraph in question, as written, accurately reflects the function that the grievors must perform with respect to saving. Accordingly, I deny this request of the grievors.

[334] The grievors raised as an argument the *Guidelines on work description writing* issued by the Treasury Board Secretariat, specifically the sections headed "Importance of accurate and up-to-date work descriptions," "Work description content" and "Pitfalls in work description writing." According to the grievors, the purpose of their grievances was not only for the classification of their positions but also for recognition of the work they perform. Since I dealt throughout this decision with the work that needed recognition to make the grievors' work description complete and current as per clause 57.01 of the collective agreement, there is no need to discuss it further.

[335] For all of the above reasons, the Board makes the following order:

(The Order appears on the next page)

XIII. Order

[336] The grievances are allowed in part.

[337] The employer is ordered to provide the grievors with a complete and current work description that addresses the deficiencies identified in this decision and to do so within ninety (90) days of the date of this decision by amending the work description of the mechanical manufacturing and design technologist position by adding the following:

1. Under the heading, “Key Activities”:

   · Plan, design, develop and carry out experiments in the laboratory and in the field in support of research and development.

   · Analyze and test a range of materiel, devices and components for technologists, engineers or scientists.

2. Under the heading “Information for the use of others”:

   · Search specialized books (or any other information source) to provide judicious advice to requesters about selecting metals and appropriate treatments or to resolve technical problems.

[338] I will remain seized of this matter for a period of ninety (90) days to decide any issue that may arise in executing this order.

February 27, 2014.

PSLRB Translation

Steven B. Katkin,
adjudicator