

Date: 20140919

File: 566-02-8308

Citation: 2014 PSLRB 85



*Public Service
Labour Relations Act*

Before an adjudicator

BETWEEN

ANTONIA APHANTITIS

Grievor

and

**TREASURY BOARD
(Department of Justice)**

Employer

Indexed as
Aphantitis v. Treasury Board (Department of Justice)

In the matter of an individual grievance referred to adjudication

REASONS FOR DECISION

Before: Joseph W. Potter, adjudicator

For the Grievor: Sean McGee, counsel

For the Employer: Caroline Engmann, counsel

Heard at Ottawa, Ontario,
May 1 and 2 and July 30 and 31, 2014.

REASONS FOR DECISION

I. Individual grievance referred to adjudication

[1] Antonia Aphantitis (“the grievor”) is a lawyer with the Department of Justice classified LA-1 and covered by the Law (LA) Group collective agreement (expiry date: May 9, 2014; “the collective agreement”). On August 29, 2012, she filed a grievance claiming a violation of the statement-of-duties article, article 33 of the collective agreement, which reads as follows (Exhibit U-9):

33.01 Upon written request, a lawyer shall be entitled to a complete and current statement of duties and responsibilities of his position including the position’s classification level and point rating allotted by factor where applicable, and an organization chart depicting the position’s place in the organization.

[2] As corrective action, the grievor requested the following: “That the duties and responsibilities be added to my statement of duties in order to meet the requirements of the Statement of Duties article of my collective agreement.”

[3] It is no secret that the real objective an employee has in filing a grievance under this type of collective agreement provision is often to increase his or her classification level. Adjudicators do not have jurisdiction over classification, but they do have jurisdiction over alleged violations of a collective agreement. If an adjudicator finds that an employee’s statement of duties is not complete and current, the adjudicator can find that the collective agreement has been violated and order that a complete and current statement of duties be provided. Whatever effect this has on the classification level of the position is of no concern to the adjudicator. However, as the Federal Court of Appeal stated in *Currie v. Canada (Customs and Revenue Agency)*, 2006 FCA 194, at paragraph 28, “. . . the only way in which individual employees can access the reclassification process is by means of a revised job description which accurately describes the duties and responsibilities of their position.” This is the first step in the process.

[4] I make this statement because one of the witnesses for the employer testified that the grievor did perform certain duties that were listed under an LA-2 job description but that were not found in the LA-1 job description. At the end of the hearing, I requested counsel for the employer to respond to the following question: “Based on the cross-examination of Ms. Robin Poley on May 1, 2014, which items on

the right-hand column of Exhibit U-1 (Job Description Amendment Chart - Antonia Aphantitis) does the employer concede the grievor performed?"

[5] Counsel for the employer replied to my question on August 14, 2014, stating in part as follows:

...

Based on the foregoing and in response to Adjudicator Potter's question, the employer states that the elements outlined in Appendix "A" to this letter are not present in the LA-1A job description (Exhibit E-2). The employer concedes that the grievor has performed duties which reflect these elements on a regular basis.

...

[6] Since the employer has conceded that the elements listed in Appendix "A" of the August 14, 2014, letter are not present in the LA-1A job description (that is, the job description applicable to the grievor), and since the grievor regularly performed those duties, I am able to find at the outset that the employer has violated article 33 of the collective agreement. As such, I order that the elements contained in Appendix "A" of the August 14, 2014, letter be added to the statement of duties for the grievor. I find these duties are distinct, not covered elsewhere and are substantial enough to warrant inclusion. Specifically these duties are:

Under "Key Activities / Activité principals":

- *Prepares and gives presentations to client officials and to officials of other government departments on subject areas falling within primary practice area (i.e. Indian Registration and Membership);*

Under "Knowledge / Connaissance"

- *Requires sound knowledge of the law in relation to the area of assigned work (Indian Registration and Membership) in order to advise the Indian Registrar on a wide variety of matters related to registration and membership issues;*
- *Requires sound knowledge in programs, policies and operational priorities of the client department in relation to assigned work (Indian Registration and Membership) to identify legal issues and provide services that respond to the needs of the client official;*

- *The consequence of error in the assigned area of work (Indian Registration and Membership) is of limited scope, risk and impact.*

Under “Critical Thinking and Analysis / Réflexion et analyse critiques”

- *Analyses legal risk within the scope of legal opinion work;*
- *Provides legal comments and advice on legislative initiatives;*

Under “Leadership / Leadership”

- *Works independently with the primary assigned client officials (i.e. the Indian Registrar) and plans resulting workload under the supervisory direction of senior counsel.*

[7] The employer’s counsel also wrote in the August 14, 2014, letter that “Ms. Poley agreed on cross-examination that the grievor’s role in the ‘Q’ file (Implementation Committee member) since mid-October 2013 can be described as LA-02 level work.”

[8] Later on in the correspondence, counsel wrote as follows:

...

The employer further concedes that, in relation to the “Q” file, which has a greater level of complexity than the grievor’s other work, the following is true:

The grievor participated in an implementation committee with client officials in relation to the implementation of complex client programs or priorities. This work was completed with limited supervision from more experienced counsel. This work was performed only during the period October 2013-June 2014.

...

[9] This statement enables me to find a further violation of article 33 of the collective agreement during the period from October 2013 to June 2014. To the extent that the grievor’s statement of duties lacks this duty and responsibility, it is to be added to her job description for the period from October 2013 to June 2014.

[10] Whether these additions to the grievor’s statement of duties and responsibilities result in a change to her classification level is not my concern. What I must determine

is simply whether the collective agreement has been complied with. To complete my review, I will recount the evidence as far as it relates to areas not conceded by the employer.

II. Summary of the evidence

[11] Robin Poley is Senior Counsel with the Department of Justice and is assigned to the Operations and Programs section of Aboriginal Affairs and Northern Development Canada in its Legal Services unit. Ms. Poley is classified LA-2B. She explained that up to 2005, lawyers working in her section were classified LA-2A. In 2005, vacancies at the LA-2A level occurred, but she was told that they would have to be staffed with lawyers at the LA-1A level. This required a change in the way the work would be done, with the LA-1A lawyers being supervised and guided by someone with more experience. (Note: the LA-1 and LA-1A classifications are used interchangeably.)

[12] Ms. Poley explained that the office practice is to pair up the LA-1 lawyers with more senior counsel. The grievor was paired with Martin Reiher, who, by all accounts, was a very busy senior lawyer. Much of the communication between the grievor and Mr. Reiher was conducted via email.

[13] In 2009, the grievor commenced working for Ms. Poley in the Aboriginal Affairs Unit of the Operations and Programs section, with a focus on the registration and membership portion of the *Indian Act* (R.S.C., 1985, c. I-5). Initially, both Ms. Poley and Mr. Reiher would assign work to the grievor, but as she became more experienced with the area of law that she was dealing with, the grievor began to review work requests directly from her client, which she actioned.

[14] The grievor testified that when she began working in 2009, the work that she had been assigned and had completed would have been reviewed and commented on by her supervisor (Al Broughton initially, then Mr. Reiher). The grievor said that by 2012, she had gained more experience in the area of law that she was working in, and consequently, she was working more independently, although she continued to copy her colleagues and supervisor on her work. Also, by 2012, the grievor was attending meetings and providing verbal legal advice, which was then confirmed in writing and sent to her client, with a copy to her supervisor. She estimated that only about 10% of the legal advice that she provided to her client would have been checked by her supervisor before being sent.

[15] This level of independence is confirmed by an email dated January 24, 2013 (Exhibit E-4). Ms. Poley testified that a meeting was held with the grievor where it was noted that she had not been copying Mr. Reiher with her work before sending it. The grievor confirms this in an email but states in part as follows:

...

Further to this morning's meeting, you have asked that I cc Martin with respect to assignments that come in via email from my client and on the advice that goes out to my client, and that we meet once a week so that I can brief him on ongoing files, during which time he may or may not offer his input. This is notably a change in practice as compared to the last 8 months during which time Martin's incredibly busy schedule and general unavailability resulted in non-communication of my files with him and my working rather independently in providing advice to my client.

...

[16] Mr. Broughton responded to the grievor's email, noting that Mr. Reiher had been extremely busy over the past couple of months but that the practice of copying him directly with incoming file assignments and advice should be resumed. In addition, weekly meetings would be established with Mr. Reiher and the grievor (Exhibit E-4).

[17] The annual appraisal reports completed for the grievor from 2009 to 2013 by Ms. Poley show that she was rated as a "3" (out of "4"), except for 2010-2011, when the grievor was rated as a "4" (Exhibit E-3). All witnesses that testified agreed that the grievor is a valued employee.

[18] Mr. Reiher is currently Acting General Counsel and Director, Operations and Programs section, and has been since October 2013. Before that, he was Senior Counsel, and he has extensive experience with a wide variety of files in the Operations and Programs section, including with the membership and registration file. At the outset of the grievor's career, she would meet with him to receive his input on her work product. As she developed expertise in the area of law that she was working on, the grievor would receive his responses via email. Mr. Reiher testified that he continues to supervise the grievor but that the level of supervision will diminish over time as expertise is developed. He also testified that there was significant interaction with the grievor after she began and that the two would discuss the advice that she was providing to her client before it was sent. Over time, in his words, this discussion was

more “after the fact,” but they would meet from time to time to discuss opinions that had been sent. If the grievor was working on a complex issue, Mr. Reiher testified that it would be expected that she would discuss it in advance with either Ms. Poley or him before sending her opinion.

[19] In cross-examination, Mr. Reiher stated that initially the level of supervision was high but that over time, with the grievor’s increased knowledge, there was less supervision and less need to guide her to a solution. There is an expectation that counsel will learn over time and that the need for supervision will lessen. He acknowledged that the need to provide guidance to the grievor is limited. He also acknowledged that he was extremely busy for a period and that he had little opportunity to provide guidance to her.

[20] On January 23, 2012, the grievor received a letter from then-General Counsel Mr. Broughton, stating in part as follows (Exhibit E-7):

...

. . . [in] December 2010 the Treasury Board approved an amended group definition for the Law Group (LA) (Practitioners) that reflects the creation of the new Law Management (LC) group. . . .

Existing model job descriptions, which were implemented in the late 1990’s, must be replaced to prepare for the implementation of the new standard. A series of generic work descriptions have been developed and are being applied to all LA (Practitioner) positions in the Department. . . .

The generic work description titled “Legal Services Unit Counsel LP-02 (LA-01)” was developed for positions like the one to which you are currently appointed. I have reviewed this generic work description and agree that it can be used to describe the duties assigned to your current position. . . .

...

[21] The grievor reviewed the job description that was sent to her and made notations where she thought revisions needed to be made (Exhibit E-2). No changes were made, and the parties agreed that Exhibit E-2 is the official LA-1 job description. When the grievor was made aware in August 2012 that no changes would be made to her job description, she filed this grievance.

[22] Mr. Reiher testified that the legal work done in the area of registration and membership, which was where the grievor worked, was, in his view, work of limited scope, with limited risk and impact. He stated that the work requires applying provisions that are technical but not complex and that the impact of an opinion is fairly limited, compared to other work. He further stated that the client generally has a well-defined question, which legal services responds to through the limited provisions that apply. The grievor disagreed and stated that the work was complex and can have significant consequences. For example, in the area of Registration the advice Ms. Aphantitis provides may determine whether or not someone would be entitled to receive benefits.

[23] The grievor spoke at some length about working on a file that would establish a new First Nations group in Newfoundland called "Qualipo" (referred to as the "Q" file in the employer's letter of August 14, 2014). The grievor testified that in 2013, she became increasingly involved in this file and eventually took it over from Mr. Reiher. In June 2014, Mr. Reiher met with her and told her that he would rejoin the implementation team on the "Q" file. In cross-examination, Mr. Reiher stated that he had been told to take that work assignment away from the grievor, as it could be seen as LA-2 work.

III. Summary of the arguments

A. For the grievor

[24] A generic work description is not acceptable if it does not describe the work that the individual performs in the job. In addition, the first step in a classification review exercise is to obtain a complete and current statement of duties (see the Federal Court decision in *Canada (Attorney General) v. Currie*, 2009 FC 1314).

[25] The grievor progressed through her work in four stages. In 2009-2010, she was a new lawyer learning about her work. That stage can be considered an apprenticeship, and it normally continues for about two years. The second stage was when she divested herself of the apprenticeship period and took on significant autonomy, which was until about the fall of 2011. Stage three occurred between the fall of 2011 and August 2012. During this period, the grievor received her job description and made notes on it where she did not agree with its contents and then returned it to

management. The fourth period has been from the time she filed her grievance to the present, during which she has been shown to have worked independently on files.

[26] It is the grievor's position that she worked on complex matters, provided risk analysis, dealt directly with the client and became involved in broad strategy questions, for which she was the source of the answers. This all happened under minimal, if any, supervision and direction.

[27] Examining the grievor's performance appraisal reports (Exhibit E-3) shows that she was learning between 2009 and 2011, but the report for 2011-2012 states the following at page 15: "Antonia provided complex legal advice, legal risk analysis and formal legal opinions on such issues as" Further on, at page 17, the report states, "Antonia successfully and thoroughly addressed the complex legal issues which arose in her practice area. Antonia without exception consulted appropriately and readily incorporated the views of others demonstrating excellent team work."

[28] It is the grievor's position that this was not a supervisory but rather a collegial relationship.

[29] The grievor provides services to her client directly and has provided it with many legal opinions. She sends copies of her opinions to her backup or to her manager, but the opinion has already been given by then. Providing an opinion to a client and then sending a copy to the manager is not the kind of supervision contemplated at the LA-1 level.

[30] The work done by the grievor deals with multi-faceted files that have a large impact. Claiming that she is dealing with assignments with limited scope, risk and impact makes no sense. Her work demands a broad knowledge base.

[31] The work the grievor has done is more closely aligned with the wording found in the column headed by "LA-2A" in Exhibit U-1 (the job description amendment chart).

[32] Counsel for the grievor submitted the following case law: *Jennings and Myers v. Treasury Board (Department of Fisheries and Oceans)*, 2011 PSLRB 20, and *Currie v. Canada (Customs and Revenue Agency)*, 2006 FCA 194.

B. For the employer

[33] The job description provided to the grievor is generic and can be found at Exhibit E-2. The issue in this case is whether Exhibit E-2 satisfies the provisions of article 33 of the collective agreement.

[34] Performance appraisals, as seen in Exhibit E-3, should reflect what the employee has done, but their purpose is to determine the level of performance award the employee will receive. Statements made in these types of documents cannot be considered as admissions against interest (acknowledgements that they harm its position).

[35] Any area of law can be described as complex, but Mr. Reiher stated the grievor's primary work area, in registration and membership, was of limited scope, risk and impact. He said that he worked for many years in that same area, and he knows the work.

[36] Mr. Reiher further stated that the guidance and support he provided to the grievor has decreased over time but that that is normal. He was comfortable leaving things up to her. The grievor's job description does not contradict this. Guidance would be there for more complex files.

[37] In January 2013, the grievor was told to copy Mr. Reiher with respect to assignments (Exhibit E-4). She was told that Ms. Poley had been copying Mr. Reiher with file assignment requests and the legal advice that the grievor provided to ensure Mr. Reiher remained current and could provide guidance, if required. This is done because senior counsel bears responsibility for the file.

[38] With respect to the work done by the grievor, her position is that it is broad ranging and complex. The employer's position is that it is not, as it is of limited scope, risk and impact. The employer knows its business. There could be a complex piece of work that falls within the primary workload, but the primary workload can be limited in scope, risk and impact. It is the overall primary workload that is to be considered, and in this case, it is the work in registration and membership.

[39] Counsel for the employer submitted the following in support of her arguments:

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- *Evidence and Procedure in Canadian Labour Arbitration*, Volume 1, Brandt, Gorsky, Usprich and Wilson, pages 11 to 30 to 11 to 37.
 - *Canadian Labour Arbitration*, Fourth Edition, Brown and Beatty, pages 5-40 to 5-40.2.
 - *Belliveau and Sinnesael v. Treasury Board (Department of Agriculture and Agri-Food)*, 2013 PSLRB 69.
 - *Bowen et al. v. Treasury Board (Correctional Service of Canada)*, 2013 PSLRB 87.
 - *Canada (National Film Board) v. Coallier*, [1983] F.C.J. No. 813 (C.A.) (QL).
 - *Carter v. Treasury Board (Department of Fisheries and Oceans)*, 2011 PSLRB 89.
 - *Hughes v. Treasury Board of Canada (Natural Resources Canada)*, 2000 PSSRB 69.
 - *Hymander and Kihara v. Treasury Board (National Parole Board)*, 2002 PSSRB 71.
 - *Jaremy v. Treasury Board (Revenu Canada - Customs, Excise & Taxation)*, 2000 PSSRB 59.
 - *Jennings and Myers*.
 - *Kerswill v. Treasury Board (Natural Resources Canada)*, 2000 PSSRB 91.
 - *N.J. v. Deputy Head (Correctional Service of Canada)*, 2012 PSLRB 129.
 - *Public Service Alliance of Canada v. Treasury Board (Department of Employment and Social Development)*, 2014 PSLRB 38.
 - *Suric v. Treasury Board (Department of Human Resources and Skills Development)*, 2013 PSLRB 44.
 - *Wilcox v. Treasury Board (Department of Human Resources and Skills Development)*, 2013 PSLRB 145.
 - *Barnes v. Canada Customs and Revenue Agency*, 2003 PSSRB 13.
 - *Maillet v. Treasury Board (Department of Employment and Social Development)*, 2014 PSLRB 16.
 - *Allain et al. v. Treasury Board (Royal Canadian Mounted Police)*, 2014 PSLRB 52.
 - *Bisal et al. v. Treasury Board (Veterans Affairs)*, 2002 PSSRB 43.

- *Stout v. Treasury Board (Department of Justice)*, PSSRB File No. 166-02-14646 (19850912).

IV. Reasons

[40] In *Jennings and Myers*, the adjudicator wrote as follows at paragraphs 51 to 53:

[51] An employee's job description is the cornerstone of the employment relationship. In Breckenridge et al. v. The Library of Parliament, PSSRB File Nos. 466-LP-225 to 233 and 241 to 245 (19960912), the adjudicator stated the following: "It is a fundamental, multipurpose document which is referred to with regard to classification, staffing, remuneration, discipline, performance evaluation, identification of language requirements, and career planning." In Currie v. Canada (Canada Customs and Revenue Agency), 2006 FCA 194, at para 26, the Federal Court of Appeal wrote that a work description "...must reflect the realities of the employee's work situation since so many aspects of the employee's rights and obligations in the workplace are bound to his or her Work Description." Its importance is such that, under the collective agreement, any employee is entitled to request a complete and current work description.

[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.

[53] The question for me to decide is whether the 2007 job description provided a complete and current statement of the duties and responsibilities of the grievors and, if not, what such a complete and current statement would include.

[41] I concur with that extract and must find if the generic job description of August 2012 meets the requirements of article 33 of the collective agreement in providing a complete and current statement of duties.

[42] In this particular case, the employer's letter of August 14, 2014, concedes the fact that a number of elements are missing from the grievor's job description. Therefore, it is a simple conclusion for me to find that article 33 of the collective agreement has been violated.

[43] Having concluded that the collective agreement has been violated, the next step is to determine what elements should be added to the job description to comply with the collective agreement.

[44] In the August 14, 2014, letter, the employer wrote in part, "Ms. Poley agreed on cross-examination that the grievor's role on the "Q" file (Implementation Committee member) since mid-October 2013 can be described as LA-02 level work." Later, the employer wrote, "This work was performed only during the period October 2013-June 2014."

[45] To comply with the collective agreement, the grievor is entitled to have a job description that contains these duties for the period from October 2013 to June 2014.

[46] The August 14, 2014, letter also lists elements in Appendix "A". The employer conceded "... that the grievor has performed duties which reflect these elements on a regular basis." The duties referred to, which the grievor has performed on a regular basis, are to be added to her job description, as requested in her grievance of August 29, 2012.

[47] The grievor's job description, found at Exhibit E-2, also contains her notes indicating other areas where she feels the job description is lacking.

[48] The grievor takes issue with the words, “of limited scope, risk and impact” when referring to the legal services that she provides.

[49] Aside from the October 2013 to June 2014 period of time when the grievor worked extensively on the “Q” file, the grievor’s main area of responsibility revolved around registration and membership. The grievor feels that this work has evolved into complex and broad-ranging work, while the employer stated that it is of limited scope, risk and impact.

[50] The evidence of Mr. Reiher, who at the time of the grievance was Senior Counsel and is now Acting General Counsel, was that the grievor’s work in this particular area was of limited scope, risk and impact. He has done work in the membership and registration area, as well as other areas in the Operations and Programs section. He has carriage of the most complex files in the section. As counsel for the employer argued, the employer knows its business, and Mr. Reiher knows complex files and those with limited scope, risk and impact.

[51] While not wishing to denigrate the role that the grievor plays in the membership and registration area, I have no reason to doubt Mr. Reiher’s assessment that work in this particular area is of limited scope, risk and impact, when one considers the work as a whole in this section. I make this finding in spite of the fact the grievor’s advice may well determine whether or not someone is entitled to receive some type of benefit, because of the limited number of people it can affect.

[52] Another area of dispute with respect to the job description is the statement that the grievor would provide legal services “under the guidance of experienced counsel.” The grievor wrote on the job description, “but also independently.”

[53] There was much dispute about how much supervision or guidance was provided to the grievor. There is, in my view, no question that work comes directly to her from her client and that she responds directly. However, it is also clear that she copied either Ms. Poley or Mr. Reiher with her legal work for some time. It is also clear that this practice stopped for a period of about eight months before she was told, on January 24, 2013, to copy Mr. Reiher with her work directly.

[54] There seems to be little question that at least for the eight months before January 24, 2013, the grievor was, as she said in Exhibit E-4, “. . . working rather

independently in providing advice to [her] client.” The evidence indicated that Mr. Reiher was very busy with his own work and consequently had little, if any, time to provide guidance to the grievor. The evidence supports the fact that the grievor needed little, if any, guidance as she had developed an area of expertise in her particular area of work. For whatever reason, the general counsel at the time, Mr. Broughton, wrote to the grievor on January 24, 2013, stating that Mr. Reiher “. . . should be directly copied on incoming file assignment requests and on your advice.” In addition, weekly meetings would be set up to discuss the files that the grievor was working on.

[55] I find this evidence supports the contention the grievor made that she was, during a specific period, working “. . . rather independently in providing advice to my client” (Exhibit E-4). Accordingly, the job description applicable to the grievor should reflect this independence from the time she filed her grievance on August 29, 2012, until the practice changed on January 24, 2013.

[56] The last significant difference of opinion between the job description the grievor received and what she feels is more accurate is the statement that she is “a contributor on more complex files.” The grievor stated that sometimes she is the lead on complex files. I believe the grievor is correct, as shown by the August 14, 2014, letter from the employer about the “Q” file. This covers the period from October 2013 to June 2014. The grievor’s job description is to be changed for this specific period of time to reflect the work the grievor did on the “Q” file as stated in the August 14, 2014 letter.

[57] The evidence showed that the grievor also had carriage of other files, but the bulk of her work was in registration and membership. A job description is not intended to list all the activities an employee does, but it should contain the bulk of those activities. I find that the job description given to the grievor does meet this condition, except for those areas referred to earlier.

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

V. Order

[59] The grievance is sustained to the following extent:

1. The elements outlined in Appendix “A” to the letter sent by the employer on August 14, 2014, are to be appropriately described in a job description given to the grievor. Those duties are:

Under “Key Activities / Activité principals”:

- Prepares and gives presentations to client officials and to officials of other government departments on subject areas falling within primary practice area (i.e. Indian Registration and Membership);

Under “Knowledge / Connaissance”

- Requires sound knowledge of the law in relation to the area of assigned work (Indian Registration and Membership) in order to advise the Indian Registrar on a wide variety of matters related to registration and membership issues;
- Requires sound knowledge in programs, policies and operational priorities of the client department in relation to assigned work (Indian Registration and Membership) to identify legal issues and provide services that respond to the needs of the client official;
- The consequence of error in the assigned area of work (Indian Registration and Membership) is of limited scope, risk and impact.

Under “Critical Thinking and Analysis / Réflexion et analyse critiques”

- Analyses legal risk within the scope of legal opinion work;
- Provides legal comments and advice on legislative initiatives;

Under “Leadership / Leadership”

- Works independently with the primary assigned client officials (i.e. the Indian Registrar) and plans resulting workload under the supervisory direction of senior counsel.

2. During the period from October 2013 to June 2014, the grievor's job description is to be further amended to reflect the work that she performed on the "Q" file.
3. During the period from August 29, 2012, to January 24, 2013, the job description is to be further amended to reflect the fact that the grievor was working independently, providing advice to her client.

[60] I will remain seized of this file for a period of 60 days following the issuance of this decision in the event that the parties encounter difficulty in its implementation.

September 19, 2014.

**Joseph W. Potter,
adjudicator**