

**Date:** 20210127

**File:** 566-02-10897

**Citation:** 2021 FPSLREB 6

*Federal Public Sector  
Labour Relations and  
Employment Board Act and  
Federal Public Sector  
Labour Relations Act*



Before a panel of the  
Federal Public Sector  
Labour Relations and  
Employment Board

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BETWEEN

**BENOIT LACASSE**

Grievor

and

**TREASURY BOARD  
(Department of Agriculture and Agri-Food)**

Employer

Indexed as

*Lacasse v. Treasury Board (Department of Agriculture and Agri-Food)*

In the matter of an individual grievance referred to adjudication

**Before:** Linda Gobeil, a panel of the Federal Public Sector Labour Relations and  
Employment Board

**For the Grievor:** Sandra Guéric, Professional Institute of the Public Service of  
Canada

**For the Employer:** Simon Deneau, counsel

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Heard at Montreal, Quebec, and Ottawa, Ontario,  
July 11 and 12 and August 28 and 29, 2019.  
(FPSLREB Translation)

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**REASONS FOR DECISION****FPSLREB TRANSLATION**

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**I. Individual grievance referred to adjudication**

[1] Benoit Lacasse (“the grievor”) is a project engineer in the Science and Technology Branch at the Agriculture and Agri-Food Canada (“the employer”) Research and Development Centre in Saint-Jean-sur-Richelieu, Quebec. His position is classified at the ENG-02 group and level.

[2] On May 2, 2014, the grievor grieved the work description (“the statement of duties”) that was given to him on April 15, 2014. On September 11, 2014, the employer allowed the grievance in part and gave him a new, generic work description, retroactive to the date of the grievance, namely, May 2, 2014 (Exhibit E-1, tab 20). After the hearing at the second level of the grievance procedure, the effective date of the new work description was changed to March 24, 2014 (Exhibit E-1, tab 23). The grievor alleged that the new work description, retroactive to March 24, 2014, is still not current and that it still does not reflect the responsibilities of his position.

[3] The applicable collective agreement is that of the Architecture, Engineering and Land Survey group entered into by the Treasury Board and the Professional Institute of the Public Service of Canada, which expired on September 30, 2014 (“the collective agreement”). Its applicable provision reads as follows:

...

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

...

[4] In his opening statement, the grievor maintained that the generic work description given to him on April 15, 2014, is incomplete and that it does not reflect all the responsibilities of his public service position. Although after he filed his grievance on May 2, 2014, the work description was changed to a generic one retroactive to March 24, 2014, the changes still did not reflect all his duties. Therefore, the description remains incomplete (Exhibit E-1, tab 23). The grievor asserted that the items mentioned in Exhibit G-1 are part of his duties. Thus, he asked that they be added to the work description.

[5] For its part, the employer maintained that the generic work description given to the grievor after he filed his grievance, with the March 24, 2014, effective date, is complete and that it faithfully reflects his tasks (Exhibit E-1, tab 23). According to the employer, the grievor did not completely and regularly perform all the tasks listed in Exhibit G-1, and if so, he was not authorized to perform them.

[6] On November 1, 2014, the *Public Service Labour Relations and Employment Board Act* (S.C. 2013, c. 40, s. 365) was proclaimed into force (SI/2014-84), creating the Public Service Labour Relations and Employment Board to replace the former Public Service Labour Relations Board as well as the former Public Service Staffing Tribunal. On the same day, the consequential and transitional amendments contained in ss. 366 to 466 of the *Economic Action Plan 2013 Act, No. 2* (S.C. 2013, c. 40) also came into force (SI/2014-84). Pursuant to s. 393 of the *Economic Action Plan 2013 Act, No. 2*, a proceeding commenced under the *Public Service Labour Relations Act* (SC. 2003, c. 22, s. 2) before November 1, 2014, is to be taken up and continued under and in conformity with the *Public Service Labour Relations Act* as it is amended by ss. 365 to 470 of the *Economic Action Plan 2013 Act, No. 2*.

[7] On June 19, 2017, an *Act to amend the Public Service Labour Relations Act, the Public Service Labour Relations and Employment Board Act and other Acts and to provide for certain other measures* (SC. 2017, c. 9) received Royal Assent, changing the name of the Public Service Labour Relations and Employment Board and the titles of the *Public Service Labour Relations and Employment Board Act*, the *Public Service Labour Relations Act*, and the *Public Service Labour Relations Regulations* to, respectively, the Federal Public Sector Labour Relations and Employment Board (“the Board”), the *Federal Public Sector Labour Relations and Employment Board Act*, the *Federal Public Sector Labour Relations Act* (“the Act”), and the *Federal Public Sector Labour Relations Regulations* (“the Regulations”).

## **II. Summary of the evidence**

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

[8] The grievor testified to holding a permanent engineer position classified at the ENG-02 group and level with the employer. He has a degree in mechanical engineering from the University of Sherbrooke (Exhibit G-2). He has worked under the supervision

of researcher Dr. Bernard Panneton since 1999. From 1999 to 2017, he also went on assignments to other areas and departments (Exhibit G-2).

[9] It should be noted that although Dr. Panneton's position was abolished, and he was declared surplus in April 2012, nevertheless, he remained with the employer and continued to supervise the grievor. Note that Dr. Panneton did not testify at the hearing.

[10] Dr. Panneton was a researcher. His position was at the RES-04 group and level. In 2012, he reported to Jacques Surprenant, the director of the Research and Development Branch. In April 2014, Dr. Panneton reported to the new director, Gabriel Piette (Exhibit E-1, tab 3).

[11] According to the grievor, the fact that Dr. Panneton's position was abolished in April 2012 meant that researchers were from then on invited to submit research projects as part of the development and technology transfer component. In October 2012, Mr. Surprenant's office also invited the grievor to submit a research project letter of intent (Exhibit G-3). When he was asked whether he had been invited in error, as he was not a researcher, the grievor replied that that did not change the fact that he had to fulfil the established objectives.

[12] The grievor explained that he submitted a project letter of intent after consulting with researchers. The letter was submitted to Mr. Surprenant's office for approval on October 22, 2012 (Exhibit G-4). In it, the grievor is described as the project lead, Dr. Panneton as the co-lead, and Dr. Benjamin Mimee as a collaborator. The grievor received a response on December 18, 2012, informing him that his letter had not been approved and that therefore, he was not invited to submit a detailed proposal. Although the letter of intent was not accepted, the grievor was still invited, as will be detailed later, to incorporate his project into another one on the soybean cyst nematode, under Dr. Odile Carisse's responsibility (Exhibit G-5).

[13] On January 28, 2013, the grievor was informed in an email from Dr. Panneton about how his work had to be distributed over the next 3 years, from 2013 to 2016. The grievor was to dedicate 40% of his time to the soybean-cyst-nematode project, 20% to the Rotorod project, and 40% to M.J Simard's project on seeds and weeds.

[14] With respect to the degree of supervision the grievor was to be subject to during those three years, Dr. Panneton specified that the grievor had to work on the soybean-cyst-nematode project as well as the weeds project independently, without supervision. For the Rotorod project, the grievor was to report to Dr. Panneton (Exhibit G-8).

[15] In 2013, M.J Simard's project on seeds and weeds, on which the grievor was to collaborate, was not accepted. Instead, the grievor worked on the SpecterAcer III project. Basically, it was intended to design a device for classifying or rating the quality of maple syrup. The grievor testified that he prepared the assembly manual for the device after assessing all elements of its design and solving the problems associated with its construction. The grievor maintained that he created all the manufacturing plans for the SpecterAcer III. According to him, it was a resounding success (Exhibit G-9).

[16] Still in 2013, the project the grievor had initially presented in October 2012, which had not yet been approved, was integrated into Dr. Carisse's research project in January 2013. Dr. Carisse is a pathology researcher. She was the project lead then, and Dr. Panneton was the co-lead (Exhibits G-5 and G-6). Dr. Carisse's project is described on page 2 of Exhibit G-6.

[17] Several of the people involved in Dr. Carisse's project were researchers whose positions fell under the RES group. The grievor, who is an engineer, is not a researcher. He maintained that he is also not a research assistant (Exhibit G-6). He was the engineer responsible for Objective No. 7 of Dr. Carisse's project, which is described on pages 10 and 11 of Exhibit G-6. The grievor also testified that he was responsible for a budget (Exhibit G-6).

[18] The grievor argued that his role in Objective No. 7 of Dr. Carisse's project, which was to improve sampling techniques, was basically the same as the contents of his letter of intent submitted in October 2012. Dr. Carisse's project continued from 2013 to 2016 (Exhibit G-6).

[19] The grievor reviewed the parts of Objective No. 7 that he had been responsible for. Specifically, he explained that Objective No. 7 involved reviewing the literature to identify and understand the problem with using the "Rotorod sampler" in Dr. Carisse's project. He explained that to do it, he reviewed the literature to understand the

problem, and he worked with others. He also said that he tested prototypes, set up a protocol that he evaluated, and conducted experiments in the field.

[20] The grievor also explained his involvement in the cyst-nematode research in 2014-2015. It included finding a new way to detect the parasite in fields. That project was also part of Objective No. 7. Specifically, the grievor explained that he worked on designing a mobile unit to detect and extract the soybean cyst nematode in fields. He stated that he conducted research, planned the steps of the project, and updated the status of the work for the researchers. He testified that he worked with Dr. Mimee, who is a nematologist and molecular biologist, and his team members.

[21] The grievor argued that he conducted in-depth research and that he consulted the relevant literature to find a way to detect the soybean-cyst nematode. He also made prototypes and went into the field to conduct experiments. He argued that as with the Rotorod project, he determined the approaches to follow that would solve the problems associated with Objective No. 7 of Dr. Carisse's general research project.

[22] The grievor maintained that during the entire time of his involvement in Dr. Carisse's project, he was the project manager for Objective No. 7. He informed Dr. Mimee's team. According to him, Dr. Panneton was focused on his own projects and was not really involved, apart from having allowed the grievor to use the technician's services.

[23] In August 2016, after having been on an assignment, the grievor returned, under Dr. Panneton's supervision. He worked on Dr. Marie-Thérèse Charles's research project. She needed a lamp to allow removing tomato plant leaves. The device replaced manual labour by exposing tomato plant leaves to UV-C rays, which dried them so that they fell off (Exhibits G-10 and G-11). The grievor stated that he first identified the problem and consulted the literature on the subject. He testified that he carried out the monitoring, conducted the necessary experiments, and informed Dr. Panneton on the project's progress. The grievor maintained that he designed the required metalwork and then consulted suppliers who were to produce a UV-C lamp. Although Dr. Panneton was expected to contribute 20% to the project, according to the grievor, Dr. Panneton's involvement was instead between 10 and 20%. The grievor concluded by stating that in the end, the UV-C lamp was produced, and that it was a simple and economic solution. The lamp's invention was also the subject of an invention

disclosure (Exhibits G-11 and G-12). According to the grievor, his UV-C lamp design project went beyond reporting on the results of experiments, testing and studies, and formulating preliminary interpretations, as stated in the work description (Exhibit E-1, tab 23). The grievor maintained that he had to create the design for the UV-C lamp, not just produce a report.

[24] Still in 2016, the design changed for the mechanical robot in the SpecterAcer III project, as described in Exhibit G-9. The grievor worked then on the mechanical aspect of creating a new robot. He maintained that he designed and engineered the new robot. He said that he then gathered information, contacted suppliers, and negotiated contract details with them.

[25] The grievor testified about his performance evaluations for the years 2011 to 2016.

[26] Dr. Panneton conducted the 2011-2012 performance evaluation (Exhibit G-13), although it was not signed. The grievor underlined Dr. Panneton's comments on page 3 indicating that the grievor "[translation] ... chose the technology, design, and manufacture of prototypes for laboratory and field testing, the development of experimental methods ...".

[27] The grievor stated that the 2012-2013 performance evaluation (Exhibit G-14), still under Dr. Panneton's supervision, directly referred to his involvement in Dr. Carisse's project, specifically his responsibility for its Objective No. 7, and to the design of the first version of the SpecterAcer III robot (Exhibit G-14). Dr. Panneton signed the performance evaluation in April 2013. It was reviewed on April 29, 2013, as the employer's representative, Roger Chagnon, indicated on its first page; he did not comment on it.

[28] Again, Dr. Panneton carried out the grievor's 2013-2014 performance evaluation, and Mr. Chagnon reviewed it in May 2014. Once again, Mr. Chagnon did not intervene. The evaluation dealt notably with the grievor's work on the SpecterAcer III project, the soybean cyst nematode sampling project, and the Rotorod models. It was signed on April 30, 2014. In the comments section of his performance evaluation, the grievor called for a new work description (Exhibit G-15). Since he grieved his work description on May 2, 2014, immediately after receiving his performance evaluation on April 30, 2014, it seems important to me to reproduce Dr. Panneton's comments for

2013-2014 (Exhibit G-15). His evaluation of the SpecterAcer III, soybean-cyst-nematode sampling, and Rotorod projects states the following:

...

[Translation]

*To achieve these objectives, Mr. Lacasse had to deepen his knowledge of the SpecterAcer III, plan testing rounds, and take and interpret measurements. His work raised questions that the research team will have to answer if the requested IAP is accepted. Mr. Lacasse's thoroughness and attention to detail made the difference. Excellent work.*

*Mr. Lacasse took complete charge of the sampling part. He reviewed the literature, identified approaches and carried out preliminary testing of two sampling techniques for airborne cysts. He also developed the concept for a new field technique for isolating cysts in soil samples. Good work, performed completely independently.*

*Mr. Lacasse conducted an extended series of airflow visualization experiments for several Rotorod models. He synthesized the results, which allowed identifying some promising testing configurations that will be used in the field in 2014. He also designed prototypes and managed the manufacturing subcontracts.*

*All biomonitoring objectives were successfully met. Mr. Lacasse successfully performed his duties.*

[29] On page 5 of his evaluation, Dr. Panneton addressed as follows the grievor's concern with the classification of his position:

[Translation]

...

*I reviewed the documentation that Mr. Lacasse is relying on, and it is clear that his arguments are not groundless. For me, I believe that the core work description mentioned above corresponds well with the responsibilities that Mr. Lacasse must and will have to assume so that projects underway can be completed successfully.*

...

[30] The 2014-2015 performance evaluation was also adduced into evidence (Exhibit G-17). Once again, much of it deals with Objective No. 7, for which the grievor was responsible as part of Dr. Carisse's project, since the project was to run for three years, from 2013 to 2016. Dr. Panneton also conducted this performance evaluation. He stated that the grievor's work was performed independently (Exhibit G-17). In his comments, the grievor repeated his request for an updated work description and



remarked that management was no longer sending him any basic calls for proposals, as was the case in October 2012.

[31] Dr. Panneton also conducted the grievor's 2016-2017 performance evaluation (Exhibit G-18).

[32] The grievor testified that he filed his grievance on May 2, 2014, because his work description, which was last updated on May 4, 2000, was incomplete (Exhibit G-19). According to him, the employer did not contact him or Dr. Panneton, Dr. Carisse, Dr. Mimee, or Dr. Charles after the grievance was filed. However, Mr. Chagnon emailed the grievor on June 10, 2014, on behalf of the employer, informing him that in fact, the work description dated May 4, 2000, was not up to date and that he would correct the situation (Exhibit G-20).

[33] On September 11, 2014, Mr. Chagnon officially confirmed that the grievance was allowed, and a new work description was then given to the grievor, retroactive to May 2, 2014, the date of the grievance (Exhibit G-22).

[34] The grievor did not accept the new work description because it was still incomplete, he had not been consulted about its content, and it was even less complete than the preceding one, as some responsibilities had been removed.

[35] The grievor testified that the employer maintained its position at the second level of the grievance procedure. The only change was to the effective date, which was now March 24, 2014, instead of May 2, 2014 (Exhibit G-23). The grievor maintained that the new work description still did not meet the guidelines on writing work descriptions and the employer's obligations during a work-description review (Exhibits G-24 and 25).

## **B. For the employer**

[36] Mr. Chagnon testified that from 2005 to 2015, he was the operations manager at the research centre and the designated research and development manager at the Saint-Jean-sur-Richelieu Research and Development Centre. At that time, Mr. Chagnon reported to the director, Gabriel Piette, who was also responsible for the Guelph and Saint-Hyacinthe centres.

[37] Mr. Chagnon testified that in 2014, the grievor reported to the researcher, Dr. Panneton, who in turn, like all the researchers, reported directly to the director, Mr. Piette (Exhibit E-1, tab 3).

[38] Mr. Chagnon explained that the employer invited researchers to submit research proposals. The researchers, whose positions belonged to the RES group, were supported by technicians or research assistants.

[39] Mr. Chagnon explained that the grievor was not a researcher but a project engineer at the ENG-02 group and level. According to Mr. Chagnon, the difference between an RES researcher and an ENG-02 is that the ENG-02 engineer is not responsible for research projects. He has no team under his responsibility and, unlike the researchers, does not have to publish in scientific journals. In addition, according to Mr. Chagnon, researchers are responsible for a budget, which is not the case for ENG-02s. A work description for a researcher was adduced as Exhibit E-1, tab 25; it is very short. According to Mr. Chagnon, no engineer positions at the ENG-03 group and level are in their research teams.

[40] Mr. Chagnon explained that the researcher-recruitment process is laborious and that it requires several months of deliberation.

[41] Mr. Chagnon testified that he received a work-description request from the grievor on April 14, 2014 (Exhibit E-1, tab 1). In April 2014, the grievor's work description was dated 2000 and was based on the old classification standard (Exhibit E-2, tab 2).

[42] In May 2015, Mr. Chagnon asked Ms. Leyton of the classification group to obtain a generic work description for engineers at the ENG-02 and ENG-03 groups and levels. After comparing the two work descriptions and taking the time to research and consider other ones, Mr. Chagnon concluded that the one for the ENG-02 group and level corresponded to the duties that the grievor performed, which was not the case for the one for the ENG-03 group and level (Exhibit E-1, tabs 5 to 7). According to Mr. Chagnon, the employer expected the grievor to perform the work set out in the work description for the ENG-02 group and level, not that of the ENG-03 group and level (Exhibit E-1, tabs 13 and 14).

[43] Mr. Chagnon explained the choice of work description for the ENG-02 group and level of May 2, 2014 (Exhibit E-1, tab 20). That work description was basically generic, as opposed to the one from 2000, which was specific. In addition, according to Mr. Chagnon, the May 2014 work description also no longer dealt with projects to complete. It was shorter and explained in general terms what had to be accomplished in the position. Considering that the May 2014 description was generic, it allowed for greater flexibility and mobility within working groups.

[44] Mr. Chagnon also testified that as of the grievor's grievance, he had several discussions with the grievor about his career path. The grievor wanted a salary increase.

[45] Returning to the fact that the employer had invited the grievor to submit a research proposal even though he was not a researcher (Exhibit E-1, tab 9), Mr. Chagnon explained that the grievor had been invited in error by someone in Mr. Surprenant's office on October 1, 2012 (Exhibit G-3). Thus, even though engineers at the ENG-03 group and level are considered researchers and thus would be invited to submit research proposals, those from the ENG-02 group and level are not researchers, so they are not normally invited to submit research proposals.

[46] By the time the employer realized the error, the invitation had already been sent. Therefore, the employer chose to let it go. According to Mr. Chagnon, it was the only time the grievor had been invited to submit a project proposal, and it was done in error. Mr. Chagnon explained that researchers are invited to submit a research proposal two or three times a year.

[47] When he was asked why the grievor submitted a budget request if he was not a researcher, Mr. Chagnon replied that it was another error that stemmed from the invitation to the grievor to submit a proposal on October 1, 2012; it should not have been done (Exhibit G-3).

[48] As for why on January 25, 2013, he forwarded an invitation to the grievor to submit a budget if the grievor should not even have been invited to submit a research proposal, Mr. Chagnon replied that in fact, the grievor should have been informed from the outset about the error but that "[translation] the grievor's superiors decided otherwise".

[49] With respect to the project under Dr. Carisse and Dr. Panneton's direction (Exhibit E-1, tab 8), Mr. Chagnon argued that the grievor was not an "[translation] applicant". Instead, he played a research assistant role, like other research assistants mentioned for the project (Exhibit E-1, tab 8).

[50] According to Mr. Chagnon, the error was corrected during the 2015-2016 year when, still as part of the project led by Drs. Carisse and Panneton, it was noted that the grievor's role in it was now one of "[translation] support" (Exhibit E-1, tab 17). Mr. Chagnon specified that no budget had been granted to the grievor in connection with Dr. Carisse's and Dr. Panneton's project.

[51] Mr. Chagnon testified that he was not aware of Dr. Panneton's email to the grievor of January 28, 2013, which mentioned that the grievor would work without supervision for 80% of his time for the next 3 years (Exhibit E-1, tab 11). Mr. Chagnon stated that he was made aware of Dr. Panneton's email during the grievance hearing and that he was not happy to learn about it. According to him, Dr. Panneton did not have the right, without consulting him first, to abdicate his managerial responsibilities (Exhibit E-1, tab 12). According to Mr. Chagnon, by doing that in his January 28, 2013, email, Dr. Panneton simply decided that there would be another researcher for the next 3 years. Mr. Chagnon testified that he raised the issue with Mr. Piette, who was Dr. Panneton's immediate supervisor.

[52] With respect to the grievor's 2013-2014 performance evaluation, Mr. Chagnon acknowledged that he had seen it, specifically the following note from Dr. Panneton, who said, about the grievor's arguments about classifying his position at a higher level, they "[translation] ... are not groundless. For me, I believe that the core work description mentioned above corresponds well with the responsibilities that Mr. Lacasse must and will have to assume so that projects underway can be completed successfully" (Exhibit E-1, tab 18). According to Mr. Chagnon, the note is just Dr. Panneton's opinion.

[53] As an explanation as to why Dr. Panneton's comments were not corrected, Mr. Chagnon outlined the difficult work environment that prevailed at the research centre in 2013 and 2014. He explained that Dr. Panneton was laid off in 2012 but that he had succeeded in working for the employer again. Dr. Panneton was still around, but the fact that he had been laid off bothered him; he questioned himself. He and his

entire team “[translation] were walking on eggshells”; the situation was precarious. In 2013, another wave occurred of eliminating researcher and research assistant positions. The situation became even more tense and complicated. Dr. Panneton supported the grievor’s advancement quest. Given the tense work environment, the employer “[translation] let things go” in performance evaluations to avoid making the work atmosphere more difficult. According to Mr. Chagnon, Dr. Panneton entrusted the grievor with more responsibilities in hopes that his position would be reclassified to the ENG-03 level. Mr. Chagnon maintained that had the employer needed a position at the ENG-03 group and level, it would have launched a proper staffing process.

[54] Mr. Chagnon maintained that the generic work description that was retroactive to March 24, 2014, reflected well the duties of the position that the grievor occupied (Exhibit E-1, tab 23).

[55] Mr. Chagnon reviewed the grievor’s requested additions in his Exhibit G-1.

#### **A. Client-service results**

[56] According to Mr. Chagnon, the grievor does not plan research work. Doing so is the researcher’s job. The grievor is not a researcher; he is a research assistant. Therefore, it is not his role.

#### **B. Key activities**

[57] For this heading, Mr. Chagnon’s testimony was as follows:

- The grievor is not involved in planning or establishing systems or contracts.
- The grievor is not asked to develop anything. Problem solving is already noted in the employer’s March 24, 2014, description.
- Researchers must determine the requirements for proposed systems.

[58] According to Mr. Chagnon, those requirements are associated with researcher positions; research assistants are not asked to do them.

#### **C. Knowledge and skills**

[59] For Mr. Chagnon, the grievor does not have to have “[translation] in-depth” knowledge of theories and principles. General knowledge and learning are sufficient. Mr. Chagnon stated that in the past, he had to replace people in research assistant positions, and it turned out that general knowledge was sufficient. He commented on the rest of the grievor’s proposed additions with respect to this by stating that

“[translation] it was being laid on thickly”. Mr. Chagnon added that for a researcher, “[translation] in-depth knowledge” often involves having a master’s degree or a great deal of specialized knowledge about a specific subject. That is not required of a research assistant.

[60] According to Mr. Chagnon, although research assistants must keep up to date, researchers are asked about trends and about where the science is going. The researcher, not the research assistant, must be the specialist.

[61] According to Mr. Chagnon, the grievor’s proposal about designing systems and new methods is already among the key activities in the employer’s work description (Exhibit E-1, tab 23).

#### **D. Effort**

[62] Mr. Chagnon insisted on the fact that the researcher directs the assistant, not the other way around. And as I have already indicated, the researcher also must plan research work. Once the researcher’s work is complete, it is expected that the research assistants will use their knowledge to solve problems. As for the fourth point of this heading, evaluating specifications and relationships with industry, again, according to Mr. Chagnon, those functions are the researcher’s, not the assistant’s. The researcher’s task is to prepare final reports and discuss important topics with suppliers; the assistant could monitor the less-important things.

#### **E. Responsibilities**

[63] According to Mr. Chagnon, the responsibilities listed in the first paragraph of this heading in the work description are in fact those of a research assistant, like the grievor. However, these responsibilities are already essentially set out in the March 24, 2014, work description (Exhibit E-1, tab 23).

[64] With respect to project schedules, Mr. Chagnon insisted that again, the researcher is responsible for them, not the research assistant. The researcher remains responsible for the project schedule.

[65] According to Mr. Chagnon, the research assistant engineer must carry out the necessary analyses and submit them to his or her supervisor researcher. The researcher must also handle licences and permits.

[66] Again, Mr. Chagnon maintained that the researchers, among others, develop project plans and work schedules and assign tasks. The research assistant must contribute, but the responsibility lies with the researcher. The research assistant cannot assign tasks because there are no employees under the assistant's responsibility.

[67] In his testimony, Mr. Chagnon stated that he had spoken often with the grievor, who said that he wanted to advance his career. He thought that he had plateaued, and he wanted to go further. According to Mr. Chagnon, the employer still had no need for a position with ENG-03 requirements.

[68] Mr. Chagnon testified that he left his position at the research centre on May 23, 2016.

[69] Vicky Toussaint also testified for the employer. She has been the designated research and development director for the employer at Saint-Jean-sur-Richelieu since September 2016, replacing Mr. Chagnon. Before September 2016, she was a full-time researcher.

[70] In her testimony, Ms. Toussaint commented on the grievor's contribution to the research projects of Drs. Charles and Carisse.

[71] With respect to the grievor's participation in Dr. Charles's UV-C lamp project, Ms. Toussaint stated that the grievor had a support role to Dr. Charles in developing a lamp and mobile ramp for the greenhouses. The project succeeded but was not commercialized, because a lamp prototype already existed. It was only for research purposes (Exhibit G-10).

[72] As for the grievor's work on Dr. Carisse's project, which ended in March 2016, his involvement consisted of creating a testing device for the soybean cyst nematode. Although the device was built, it was not commercialized.

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

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

[73] The grievor challenged the work description he received on April 15, 2014 (Exhibit G-19). He also challenged the generic one that he received after he filed his grievance and that initially had the effective date of May 2, 2014. Later, it was changed

to March 24, 2014 (Exhibit E-1, tabs 20 to 23). According to him, the later one, dated March 24, 2014, remains incomplete and is still not up to date. As a result, the employer violated clause 20.01 of the collective agreement. The grievor also asked me to order that some things in Exhibit G-1 be included in his work description.

[74] According to the grievor, the fact that Dr. Panneton was laid off in 2012 impacted his duties and responsibilities; he had to do more. As an example, the grievor indicated that in October 2012, he was invited to submit a letter of intent about the project (Exhibit G-3). On that point, the grievor challenged Mr. Chagnon's statement that it was all an error. According to him, it was knowingly allowed to pass and was not corrected, and it persisted. According to the grievor, the work of preparing the letter of intent shows that he did the research, conducted the analysis on how to improve testing for the soybean cyst nematode in fields, collaborated with other researchers, reviewed the literature, reviewed the engineering techniques, reviewed the techniques and trends in related areas, and proposed a new method for a faster detection of the soybean cyst nematode in fields.

[75] According to the grievor, although his project was not accepted, he was still invited to incorporate it into Dr. Carisse's project (Exhibit G-5). Therefore, his project in his letter of intent became Objective No. 7 under Dr. Carisse's leadership, with the Rotorod component added. The grievor was responsible for Objective No. 7, which lasted three years, until the end of March 2016 (Exhibit G-7). He insisted that he was a collaborator on Dr. Carisse's project, not a research assistant (Exhibit G-6). And he was allocated a budget for Objective No. 7 of Dr. Carisse's project (Exhibit G-6).

[76] According to the grievor, in his testimony, Mr. Chagnon never said that the grievor did not carry out the tasks he claimed he did. Mr. Chagnon simply said that the tasks did not fall under a position classified ENG-02. He never said that the grievor did not carry them out.

[77] The grievor returned to the 2012-2013 and 2013-2014 performance evaluations (Exhibits G-14 and G-15). He stated that Dr. Panneton signed them and that Mr. Chagnon reviewed them. In both evaluations, Mr. Chagnon found nothing to add to the descriptions of the tasks that the grievor carried out. No employer representative ever told the grievor to stop performing certain duties. If an error occurred in assigning him tasks, nothing was done to correct it.



[78] The grievor compared in detail Exhibit G-1 and the March 24, 2014, work description. He argued that the description was incomplete. He maintained that the evidence showed that he performed analysis and planning duties, conducted analytical studies, designed and developed prototypes and systems, and, on his own, solved problems in the Rotorod and soybean cyst nematode testing projects, Objective No. 7 in Dr. Carisse's project, and the SpecterAcer III and IV and UV-C lamp projects.

[79] Contrary to Mr. Chagnon's assertion, the grievor stated that those things required not only general but also in-depth knowledge of the subject matter. He had to familiarize himself with the subjects and deepen his knowledge.

[80] The grievor submitted that the employer's generic work description of March 24, 2014 (Exhibit E-1, tab 23), does not include all those things or all the effort he had put in. According to him, the March 24, 2014, work description does not reflect the tasks he accomplished or the degree of difficulty encountered. According to him, he did all of it independently, without supervision.

[81] These responsibilities and outcomes are also listed in the grievor's 2012-2013 and 2013-2014 performance evaluations.

[82] Note that the things that the grievor would like added to his work description are in the classification standard for a level-3 engineer (Exhibit G-16).

[83] The grievor referred me to the following decisions: *Jennings v. Treasury Board (Department of Fisheries and Oceans)*, 2011 PSLRB 20; *Carter v. Treasury Board (Department of Fisheries and Oceans)*, 2011 PSLRB 89; *Public Service Alliance of Canada v. Treasury Board (Department of Human Resources and Skills Development)*, 2012 PSLRB 86 ("Alliance"); *Bafaro v. Treasury Board (Department of National Defence)*, 2014 PSLRB 23; *Meszaros v. Treasury Board (Department of Justice)*, 2016 PSLREB 29; and *McKenzie v. Treasury Board (Correctional Service of Canada)*, 2017 FPSLRB 15.

[84] The grievor asked that I allow the grievance.

## **B. For the employer**

[85] The employer noted that it carries out human-resources management, as was the determination of the terms and conditions of employment under s. 7(1)(e) of the *Financial Administration Act* (R.S.C. 1985, c. F-11).

[86] The employer also submitted that the grievor had the burden of proving that he performed the duties and that he did not prove it.

[87] The employer referred me to *Wilcox v. Treasury Board (Department of Human Resources and Skills Development)*, 2013 PSLRB 145, stating that the March 24, 2014, work description was generic and that it did not have to detail all the activities. The employer also referred me to *Jennings*, which at paragraph 52 provides a good description of a complete statement of duties. In this case, the March 24, 2014, work description constitutes a complete description; it contains the full range of the grievor's tasks.

[88] According to the employer, and contrary to the grievor's argument, the employer did its research and consulted the grievor about the tasks he performed. In that respect, it was important to understand the background, and the employer had to consider the big picture.

[89] According to the employer, there is a background to the grievor's motivations that was not covered in the evidence. It referred specifically to the fact that Dr. Panneton did not testify. Thus, it felt that light had not been shed on the circumstances of the grievance. The grievor had the burden of proof, which he did not satisfy.

[90] According to the employer, the evidence showed that if the grievor accomplished certain tasks, it was because he wanted to do more to advance his career; he was not authorized to carry them out.

[91] The employer also argued that on one hand, the grievor never should have been invited to submit a research proposal in October 2012 and that it was all an error. The error was not repeated after that. In addition, there was no evidence that the grievor had in fact managed a budget. As for the grievor's statement that he had demonstrated "in-depth" knowledge of nematology, for example, the employer maintained that it was quite unlikely and that Mr. Chagnon had been clear that based on their experience and knowledge, the researchers could claim to have "in-depth knowledge", and that in any case, the grievor was expected to have a general knowledge of the subject.

[92] The employer also argued that throughout the process, the grievor was under Dr. Panneton's supervision, who had the ultimate authority with respect to the projects

the grievor worked on. On that point, counsel drew a parallel with *Suric v. Treasury Board (Department of Human Resources and Skills Development)*, 2013 PSLRB 44, in which at paragraph 50 it was decided that the fact that a person has more experience than his or her colleagues does not mean that the person works without supervision.

[93] According to the employer, the evidence showed that the grievor acted as an assistant with respect to Objective No. 7, which was included in Dr. Carisse's project. The grievor was not independent. Also, as in *Maillet v. Treasury Board (Department of Employment and Social Development)*, 2014 PSLRB 16, the grievor decided on his own to perform tasks that were not in his work description.

[94] As for the grievor's achievements, the employer stated that Ms. Toussaint testified that the soybean cyst nematode testing did not result in a deliverable for industry. Even though the product was the subject of an invention disclosure, if industry cannot use it, it is not very useful. With respect to Dr. Charles's UV-C lamp, the evidence also showed that it was not a new technology and that it already existed. As for SpecterAcer III and IV, the grievor is an engineer in the end and a professional in the field. Describing specifications to subcontractors is part of his duties as an employee at the ENG-02 group and level.

[95] The employer referred me to the following decisions: *Public Service Alliance of Canada v. Treasury Board (Department of Employment and Social Development)*, 2016 PSLRB 24; *Aphantitis v. Treasury Board (Department of Justice)*, 2014 PSLRB 85; *Belliveau v. Treasury Board (Department of Agriculture and Agri-Food)*, 2013 PSLRB 69; *Currie v. Canada Revenue Agency*, 2008 PSLRB 69 (application for judicial review before the Federal Court dismissed in 2009 FC 1314; court file no. T-1454-08); *Dervin v. Treasury Board (Department of National Defence)*, 2009 PSLRB 50; *Duffield v. Treasury Board (Department of Employment and Social Development)*, 2016 PSLRB 7; *Hughes v. Treasury Board (Natural Resources Canada)*, 2000 PSSRB 69 (application for judicial review before the Federal Court discontinued); *Jaremy v. Treasury Board (Revenu Canada - Customs, Excise & Taxation)*, 2000 PSSRB 59; *Jarvis v. Treasury Board (Industry Canada)*, 2001 PSSRB 84 (application for judicial review before the Federal Court dismissed in 2004 FC 300); *Manuel v. Treasury Board (Department of Transport)*, 2012 PSLRB 9; *Meszaros*; and *Wilcox*.

[96] The employer asked me to dismiss the grievance. Alternatively, if I find that the grievor performed the tasks described in Exhibit G-1, the employer asked me to acknowledge that it was an exception and a unique situation. Also, according to the employer, the grievor's remedy, if applicable, is limited to 25 days before his grievance was filed on May 2, 2014, thus retroactive to March 24, 2014. It added that in June 2014, the grievor knew that he could no longer submit any research proposals (Exhibit G-17).

### C. Reply

[97] The grievor challenged the assertion that he had "[translation] raised his sights" in the 2014-2015 performance evaluation and that he knew then that he had to stop performing duties that were not in his work description. According to him, those duties were still in the objectives and the 2015-2016 performance evaluations (Exhibit G-18). He also argued that the grievance is continuing. Therefore, contrary to the employer's argument, there is no deadline.

### IV. Reasons

[98] The grievor alleged that clause 20.01 of the collective agreement was violated.

[99] The issue of what constitutes a statement of duties was dealt with specifically as follows at paragraph 52 of *Jennings*:

*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 an employee does. It must not omit a "... reference to a particular duty or responsibility which the employee is otherwise required to perform" ... A job description that contains broad and generic descriptions is acceptable as long as it satisfies that fundamental requirement... 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 duties being performed ....*

[100] The evidence in this case demonstrated that for some time, the grievor sought to advance his career and to increase his classification level, which is quite legitimate. As decided as follows in *Aphantitis*:

...

*It is no secret that 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." ....*

...

[101] The grievor alleged that for a long time, with the knowledge and support of his supervisor, Dr. Panneton, he performed some duties that went beyond what his work description set out.

[102] For his part, Mr. Chagnon stated that although the employer knowingly allowed the grievor to do certain tasks, given the difficult work environment, the fact remains that those tasks were unauthorized. According to Mr. Chagnon, Dr. Panneton had abdicated his supervisory role. Mr. Chagnon also stated that the tasks claimed by the grievor are essentially already set out in the work description given to him (Exhibit E-1, tab 23).

[103] At this stage, I must stress that the facts of this grievance are quite particular. This is a unique situation. In fact, the evidence clearly showed that the grievor was on balance left without real supervision from 2013 to 2016. It seems that his supervisor at that time, who did not testify, effectively renounced his supervisory duties and even encouraged the grievor to go beyond what his original work description set out.

[104] However, it was all done with the knowledge of the employer's representatives, who preferred not to intervene. Under the circumstances, it would be inappropriate for the employer to now criticize the grievor's actions because he was not authorized or because the tasks listed in Exhibit G-1 were not the responsibility of a position classified at the ENG-02 group and level but instead of a researcher.

[105] Thus, it is important to me in this case to determine whether the evidence supports the grievor's arguments that he did indeed carry out all the duties reported in Exhibit G-1. He also had to convince me that the proposed language, also in Exhibit G-1, correctly describes the duties performed. Recall that he had the burden of proof. In that respect, I must emphasize that testimony from Dr. Panneton, the grievor's supervisor during the period in question, would certainly have helped explain some of the grievor's proposals. As mentioned, Dr. Panneton did not testify. His absence was not explained.

[106] The grievor submitted an exhaustive list of the items that according to him, should be added to the generic work description he was given on October 31, 2014 (Exhibits G-1 and E-1, tabs 21 to 23). According to him, this work description remains incomplete and does not reflect the duties and responsibilities of his position (Exhibit G-1).

[107] Before reviewing each of the grievor's proposals in Exhibit G-1 and deciding whether changes must be made to Exhibit E-1, I must emphasize that not all the terms and words he proposed in Exhibit G-1 were necessarily applied to the facts presented in evidence. However, I must be satisfied that his stated proposals are supported by the evidence. In a statement of duties, the terms used are important, and they must be considered with care, especially when they involve specialized fields, such as engineering and research and development.

[108] It must also be kept in mind that the work description provided to the grievor on October 31, 2014, is generic and that as decided in *Hughes*, at para. 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."

#### **A. Client-service results**

[109] In his testimony, Mr. Chagnon argued that planning research work is a researcher's, and not an ENG-02's, responsibility. However, the evidence showed that the grievor planned and delivered research work with respect to projects, such as developing technology for extracting soybean cyst nematodes, the Rotorod, SpecterAcer III and IV, and the UV-C lamp. Although the employer now states that it was not the grievor's responsibility to plan work, nevertheless, it knowingly let the

situation continue. Therefore, it could not now suggest that the grievor was simply not authorized to perform those duties. On the contrary, he was authorized by his supervisor, Dr. Panneton, as evidenced by the several performance evaluations.

[110] As to whether it was “[translation] applied research”, as suggested in the grievor’s first proposal, I note that the employer did not refute the use of those words, although later, under “[translation] Knowledge and Skills”, it challenged the use of the words, “in-depth knowledge”.

[111] As for the rest of the grievor’s proposal, namely, “[translation] determine and analyze unusual or difficult problems, conduct investigations, and find effective solutions”, I agree with the employer that the work description provided on October 30, 2014, under the “Client-service results” heading, already covers those duties. Consequently, the grievor’s work description under that heading should read as follows:

[112] ... plan and perform applied research,

[Translation]

*... apply prescribed technical methods to solve problems, obtain and analyze data, and contribute to the design or modification of equipment; supervision and specific assignments are provided to facilitate acquiring experience and technical knowledge*

## **B. Key activities**

[113] As already mentioned, the evidence in this case showed that over approximately three years, the grievor planned research projects connected particularly to the research work mentioned in the previous paragraphs. According to Mr. Chagnon, the grievor did not establish “[translation] system specifications or contracts”. I agree. As I mentioned, modifying a work description implies that evidence supports the modification. Yet, although I agree with the statement that the grievor looked after planning the projects already mentioned, I am not convinced that he established “system specifications or contracts”. Thus, even if, for example, he stated that he dealt with suppliers, then that activity appears to me to have been one-time and normal for a position at the ENG-02 group and level, and it did not involve “[translation] establishing contracts”. The grievor’s proposed items do not automatically flow from the research projects already mentioned; evidence is required.

[114] In light of the evidence, my view is that apart from planning, the other key activities listed in Exhibit G-1 are essentially also already in the statement of duties given to the grievor on October 31, 2014. As decided as follows in *Jarvis*, at para. 95:

*[95] ... As I have previously stated, the collective agreement does not require any specific form or format for describing the duties. Some of the terms used could be different, but it is not the adjudicator's role to correct the wording or the expressions that are used.*

[115] Consequently, the grievor's work description under the **"Key Activities"** heading should read as follows:

[Translation]

*Prepare plans:*

*Solve individual problems related to integrating the technology and modifying equipment and systems to support research or engineering projects.*

*Collaborate with contract workers, engineers, and technicians with respect to laboratory activities and equipment sharing.*

*Conduct tests and analytical experiments, taking into account instructions from scientists.*

*Report on the results of experiments, tests, and studies, and provide preliminary interpretations.*

### **C. Knowledge and skills**

[116] In his testimony, Mr. Chagnon argued that the grievor did not have "in-depth knowledge", as suggested in Exhibit G-1. Instead, he has general knowledge.

Mr. Chagnon explained that in the past, the employer had had to find replacements for positions like the grievor's and that in each case, the replacement had only general knowledge. According to Mr. Chagnon, to meet the criterion of "in-depth knowledge", the employer requires a master's degree in a very specific field related to the position's requirements or very specialized experience still related to the position. Although the grievor has a master's degree, there was no evidence that it meets the employer's requirements. He offered no other definition of "in-depth knowledge" in relation to his position.

[117] Therefore, it was not demonstrated that the person holding the position must have "[translation] in-depth knowledge of theories, principles, and methods, as well as in-depth knowledge of engineering practices, which apply to the activities of a



particular field or specialized area. Knowledge of the areas, technologies, and practices related to the field is also required”.

[118] As for the other two proposed paragraphs under the “Knowledge and Skills” heading, first, although the grievor stated that he read the literature associated with his research, he did not show that he had to make an effort to “[translation] identify trends, innovations, and new technologies that impact projects”. In that respect, it is important to remember that the grievor is an engineer in a position at the ENG-02 group and level involved in research and development with the employer. Therefore, he is certainly aware of new trends that affect his work. In addition, in my view, the activities are for the most part already covered in the work description given to him on October 31, 2014. Second, he also did not show “[translation] knowledge of the department’s objectives and plans about the activity area ...”. In fact, even though he testified about his performance objectives, no reference was made to knowledge of the employer’s approaches and its pursued objectives. The grievor’s individual objectives and approaches were not necessarily those of the employer.

[119] Once again, in this case, my role is not to substitute a particular wording in a statement of duties for the one that already exists unless I am satisfied that the evidence presented supports the change and the new, proposed phrase. As decided as follows in *Carter*, at paras. 20 and 21:

*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.*

[120] That is not so in this case. Therefore, there is no need to change the wording already set out in Exhibit E-1, at tab 23, under this heading.

[121] Consequently, with respect to the “Knowledge and Skills” heading, the work description given to the grievor on October 31, 2014, remains unchanged.

#### **D. Effort**

[122] The grievor certainly made an intellectual effort to plan his research on the noted projects. However, I note that the first part he proposed under this heading in Exhibit G-1, namely, “[translation] the incumbent must make an intellectual effort to plan and conduct applied research, perform and review design work, develop new engineering technologies, and assess the impact and potential of equipment and system modifications/innovations” has already been covered for the most part under the “Client-service results” heading of this decision, where it already exists in the statement of duties given to the grievor on October 31, 2014 (Exhibit E-1, tab 23).

[123] As for the rest of the grievor’s proposal under this heading, it appears to me that again, generally speaking, when I compare the suggested phrase with the existing one in the statement of duties given to the grievor on October 31, 2014, the proposal in Exhibit G-1 repeats, whether in a more detailed or different way, what is basically in or can be inferred from the terms used in the work description given on October 31, 2014. Once again, a statement of duties does not have to contain a detailed list of all the tasks performed by the employee. I repeat, unless I am convinced that a significant or key duty is missing or is incorrectly described in a statement of duties, I may not substitute one wording for another. In that respect, I agree with the following comments of the adjudicator in *Public Service Alliance of Canada v. Treasury Board (Department of Employment and Social Development)*, 2016 PSLREB 24 at para. 59: “... my role is not to suggest the ideal wording but instead to determine whether the wording meets the collective agreement’s requirements.”

[124] Also, I agree with the following in *Belliveau*, at para. 79:

*[79] The question is not whether the wording in a different or draft job description better describes the grievors’ work but whether the job descriptions that the grievors were provided meet the requirements as set out in the collective agreement and the jurisprudence.*

[125] Consequently, the heading “Effort” of the work description given to the grievor on October 31, 2014, remains unchanged.

**E. Responsibilities**

[126] The suggested phrase in the grievor's Exhibit G-1 with respect to the "Responsibilities" heading is diametrically opposed to the one in the employer's October 31, 2014, version of the work description. While under this heading, the employer emphasized the fact that the supervisor prescribes methods and approaches, the grievor compiled a detailed list of the tasks and duties he is responsible for.

[127] The grievor asked me to include the following: "[translation] The work requires making recommendations about equipment and systems, their configurations, their modifications, and their integration into the work related to the project." In my view, for the most part, those duties already exist in the second part of the "Effort" heading of the employer's statement of duties provided on October 31, 2014.

[128] Also, the evidence does not allow me to conclude that the recommendations impact following the steps of the project and developing new technologies, methods, and innovative designs used by industry. Although the grievor testified that he had designed and implemented the UV-C lamp project, the testimony of the employer's witness, Ms. Toussaint, reduced the grievor's role to one of support for Dr. Charles. Ms. Toussaint also maintained that the grievor's UV-C lamp project was never commercialized because another prototype already existed. Therefore, it was never used by industry. According to Ms. Toussaint, although the grievor was part of the project creating a soybean-cyst-nematode testing device, again, it was never commercialized. Therefore, industry never used it. Thus, there was simply no evidence of industry using innovative designs and methods.

[129] I agree that the grievor's work requires making decisions about the results of experiments and analyses, as he suggested. However, it seems to me that again, these requirements are covered in the second part of the "Effort" heading in the employer's October 31, 2014, work description.

[130] With respect to the grievor's following proposal: "[translation] develop solutions to technical problems and the acceptability of design work performed internally or subcontracted, decisions impact industrial licence and permit applications", the case was not made. I am being asked to deduce from the evidence the impact of the grievor's work on subcontracting and to find that his decisions impact industrial

licence and permit applications. The evidence introduced did not allow me to draw those conclusions.

[131] As for the grievor's last proposed item under this heading, namely, "[translation] the incumbent must develop project plans, work schedules, experiments, and tests as well as assign tasks", I conclude that those responsibilities are already found under the "Key Activities" heading and that although he testified that he had used a technician to help with his work, the evidence demonstrated that that assignment was one-time and limited. The grievor does not have supervisory responsibilities.

[132] Consequently, the "Responsibilities" heading in the work description given to the grievor on October 31, 2014, thus remains unchanged.

[133] Finally, the parties made no comments about the "[translation] Working Conditions" heading in the work description given to the grievor on October 31, 2014. Therefore, it remains unchanged.

[134] Given the nature of the changes requested in Exhibit G-1 and the effect that the changes introduced by this decision may generate, it is possible that further changes or clarification will have to be introduced. Therefore, I order that once the changes set out in this decision are made, the parties, as appropriate, shall make the necessary changes to the work description in Exhibit E-1, tab 23. I will remain seized of this matter for 90 days if the parties are unable to agree on the resulting changes.

[135] The date on which the grievor's work description, as changed by this decision, came into force shall thus be March 24, 2014, which was 25 days before he filed his grievance.

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

*(The Order appears on the next page)*

**V. Order**

[137] The grievance is allowed in part.

[138] I order that retroactive to March 24, 2014, the employer change the work description given to the grievor on October 31, 2014, by adding the following:

- under the “Client-service Results” heading: Plan and perform applied research (see paragraph 112 of this decision); and
- under the “Key Activities” heading: Prepare plans (see paragraph 115 of this decision).

[139] I will remain seized of this matter for a period of 90 days from the date of this decision.

January 27, 2021.

FPSLREB Translation

**Linda Gobeil**  
**a panel of the Federal Public Sector**  
**Labour Relations and Employment Board**