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*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

BETWEEN

HATEM HAMMAD

Grievor

and

**TREASURY BOARD
(Correctional Service of Canada)**

Employer

Indexed as

Hammad v. Treasury Board (Correctional Service of Canada)

In the matter of an individual grievance referred to adjudication

Before: Nancy Rosenberg, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Grievor: Pamela Sihota, counsel

For the Employer: Peter Doherty, counsel

Decided on the basis of written submissions,
filed January 23, February 20, and March 1, 2023.

REASONS FOR DECISION

I. Individual grievance before the Board

[1] Since October 2011, Hatem Hammad (“the grievor”) has been a correctional educator (classified ED-EST, level 6) employed by the Correctional Service of Canada (“CSC” or “the employer”) at its Bowden Institution, in Bowden, Alberta. He grieved that the employer did not accurately or fairly consider his previous teaching experience when it determined his placement on the pay grid.

[2] The collective agreement (between the Treasury Board and the Public Service Alliance of Canada for the Education and Library Science group that expired on June 30, 2014 (“the collective agreement”)) is silent with respect to how the employer will recognize previous teaching experience to determine an employee’s rate of pay. Accordingly, the employer has discretion in this matter and has developed a policy according to which it makes this determination.

[3] To be counted as previous teaching experience for pay-rate purposes, a correctional educator’s previous employment must have required a provincial teacher’s certificate as a condition of employment and must have involved delivering the Alberta curriculum. The purpose of this policy is to provide the employer with an objective standard by which it can determine the quality and applicability of an employee’s previous teaching experience.

[4] The standard that the employer chose is not unreasonable. Accordingly, its only obligation is to apply it reasonably and in good faith, without capriciousness or discrimination. There was no evidence that it did not meet its obligation.

[5] Accordingly, I find that the employer did not violate the collective agreement, and I deny the grievance.

II. Factual background

[6] The grievor stated that his teaching duties with the CSC include teaching Alberta curriculum courses. His duties, include teaching English as a second language (“ESL”), teaching computer skills, and supervising inmates taking college or university courses and providing some assistance with their course materials.

A. The grievor's education and teaching experience

[7] The grievor holds a Bachelor of Education (University of Calgary, 1993) degree and a Master of Arts degree in Curriculum, Teaching and Learning (University of Calgary, 2003).

[8] He was an instructor at Calgary's Columbia College from May 2007 until he began his employment with the CSC in 2011. He taught English composition, business communication, and ESL.

[9] From December 2009 until he joined the CSC, he taught Arabic at Calgary's Horizon Academy Institute.

[10] He has been an ESL instructor since July 2003 and a foreign-language instructor since September 2003 at the University of Calgary.

[11] From July to December, 2003, he was a foreign-language instructor at Calgary's Mount Royal College, now Mount Royal University (since 2009).

[12] From 1998 to 2002, he was a child and youth counsellor at William Roper Hull School, a high school in Calgary.

[13] The grievor states that his ESL and Arabic-language courses were based on the Alberta curriculum. The ESL courses were based on the Canadian language benchmarks that form the basis for the Alberta Education ESL curriculum, and Alberta Education has approved credit Arabic-language courses at the high-school level.

B. The grievor's placement on the pay grid

[14] In April, 2011, the grievor applied for a correctional educator position with the CSC. He states that before receiving a letter of offer, he was asked to provide Shelly Sealy, Chief of Education, with the records of employment of his previous positions. He asked her why it was required and was told that the records would be used to determine his rate of pay.

[15] The grievor stated that he sent Ms. Sealy his records of employment on September 1, 2011, and that no further information about his previous work experience was requested. Ms. Sealy responded the same day as follows:

...

Thank you. For clarification purposes, as you do not hold an Alberta Teaching certificate, do you hold another out-of-province teaching certificate that was required for your employment? From your assessment, how many years of teaching experience do you have? Unfortunately I do not have a copy yet of your resume as it is located at RHQ. To try to identify your level, I need to match up all documents and then submit a rationale as to what level has been determined for salary purposes.

...

[16] The employer stated that there is no evidence that the grievor responded to Ms. Sealy's inquiry, which he did not challenge.

[17] On September 29, 2011, the grievor accepted a letter of offer, and on October 31, 2011, an amended letter of offer, for a part-time position as a correctional educator. In December, it became full-time.

[18] Annex A1 of the collective agreement contains the ED-EST sub-group pay notes ("the pay notes") that explain how employees are placed on the pay grid. The grievor was placed at pay-level 6 for his education. He was placed at the first increment of level 6 based on the information he had provided about his previous teaching experience.

[19] In December 2011, the grievor asked Ms. Sealy why he had been placed at the lowest increment level of level 6. He was told that it was because his previous teaching experience was outside "Alberta Education"; that he had not worked in a K-12 environment.

[20] In January or February, 2012, he again approached Ms. Sealy, to discuss why he had been placed at the lowest increment of level 6. He believed that the CSC had not appropriately considered his prior teaching experience. It is not clear what, if anything, happened as a result of this inquiry.

[21] In December 2012 or January 2013, the grievor provided the employer with letters from his previous employers confirming his employment dates. The letters did not indicate that a teacher's certificate was required for that employment or that he had taught the Alberta curriculum.

[22] In June 2013, the grievor again approached Ms. Sealy to discuss his pay rate, and on June 6, 2013, she advised as follows:

...

Just as a follow up to your inquiry regarding your salary placement.

In order for a review of your salary, please submit your concern in writing as per the CSC-PRA Teacher Salary criteria which was provided to you previously.

As noted in our discussion, experience at a University/College must include written confirmation from the employer indicating that a provincial teaching certificate was a condition of employment and that your duties were to deliver [sic] Alberta curriculum.

Also, as noted in the collective agreement and communicated when you were hired, documentation was to be received within the first 90-days of employment for retroactive pay to the start of employment with CSC.

...

[23] The grievor stated that this was the first time he was advised that he required written confirmation from his previous employers that a provincial teaching certificate had been a condition of his previous employment and that his duties had been to deliver the Alberta curriculum.

[24] Ms. Sealy gave the grievor the *CSC-PRA Teacher Salary Rationale*, which she said had been provided to him previously. It states, "School jurisdictions within Alberta Education have the autonomy to determine and recognize teacher experience at their discretion. This cannot be defined for CSC-PRA." It also states, "Experience at a college was recognized only **if a teaching certificate was required for employment**" [emphasis in the original].

[25] The *CSC-PRA Teacher Salary Rationale* outlines a policy that arose from a memorandum of understanding ("MOU") with the Alberta Ministry of Education. The employer stated that the MOU is meant to ensure that the Alberta curriculum is delivered by professionally certified teachers at CSC institutions.

[26] In reply, the grievor noted that the MOU that the employer put in evidence states that it became effective upon the date of the later signature, but it is dated and signed by only the CSC. Even if it is in effect, it would have come into effect in July 2015, more than a year after he filed his grievance.

[27] On December 11, 2013, the grievor made a formal, written request to Ms. Sealy for a review of his compensation based on his prior teaching experience. On December 16, 2013, she responded as follows:

...

In response to your request for another Review of Compensation. For one's years of experience to count, a teacher had to have been delivering provincial/Alberta Education curriculum, holding a valid provincial teaching certificate and the jurisdiction the teacher taught for, required this professional provincial standing.

...

We recognize your stance that you may have had the credentials while teaching for the University of Calgary and Columbia College but to date, no documentation has been provided to support the requirement of you to have had any provincial teaching certificate while employed with them.

These qualifications are the key documents required for CSC to recognize years of experience you may have had. At this time, your teaching experience and credentials stand and your teaching experience prior to employment with Correctional Service of Canada does not count.

...

[Sic throughout]

[28] On March 18, 2014, Ms. Sealy responded to another salary review request from the grievor. She again advised him that he had been placed appropriately on the salary grid and that the documentation that he had provided did not support placing him at a higher level. On May 1, 2014, he wrote to Ms. Sealy, as follows:

...

Further to your email dated March 18, 2014, can you please explain to me how you determined that a teaching certificate is a requirement for experience. Nowhere in the collective agreement does it state this? Can you please advise how you came to this decision? Please include any references or documentation you used to come to your decisions.

...

[29] On May 5, 2014, Ms. Sealy responded as follows:

...

CSC-PRA Education hires teachers who are certified within the Province they teach. Years of experience are granted based on the years employed as a provincially certified teacher.

Employment as a teacher varies within every community and teachers may have worked with curricula in a number of forums including international employment, reserves, private companies, tutoring, colleges and universities to mention a few.

Every Alberta Jurisdiction determines what experience standards they are willing to recognize for salary purposes based on a number of factors, including reciprocal agreements with the Provincial Ministries of Education.

CSC-PRA Education recognizes:

- Any public school teaching experience where Canadian provincial/ territorial curricula is utilized and taught by a provincially certified teacher.*
- CSC teaching experience with a third party employer, where a provincial teacher's certificate is required, and where provincial/ territorial curricula is utilized.*
- Any international/private school experience where Canadian curricula is the primary source for Education and the teacher is employed as a provincially certified teacher.*
- Any teaching experience with a college/technological institution where a provincial teacher's certificate is required.*

The identified standard above continues to be the standard CSC-PRA Education evaluates experience for salary purposes.

With regards to the collective agreement, it spans across Canada and each province/jurisdiction has its own standards.

...

III. The parties' submissions

A. For the grievor

[30] When determining the grievor's rate of pay, the employer recognized his Bachelor of Education and Master of Arts in Curriculum Teaching and Learning degrees and placed him at level 6 of the pay grid. However, it failed to recognize his previous years of teaching experience when it placed him at the lowest increment level (1 out of 10) of level 6.

[31] Paragraph 1 of the pay notes states, "1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the

employee's increment step on the EST pay grids." Applying basic principles of interpretation, the ordinary meaning of the phrase "[a]ny service rendered" would mean that any teaching experience of courses similar to those taught by a correctional educator at the CSC should be counted when determining an employee's pay rate. This would include all the grievor's experience teaching ESL courses at colleges and at university.

[32] The collective agreement does not state that an employee must have had a valid provincial teaching certificate in their previous teaching positions to have that teaching experience count for pay-grid placement.

[33] Paragraph 18 of the pay notes states this:

18. Credit for Previous Experience

Experience is recognized by the granting of one increment for each acceptable year of teaching or counselling experience prior to appointment to a position in the bargaining unit....

...

[Emphasis in the original]

[34] The collective agreement does not define "acceptable year", and in particular, it does not state that an "acceptable year" of teaching requires teaching or counselling while possessing a valid provincial teaching certificate and teaching a provincial curriculum.

[35] That "acceptable year" is not defined in the collective agreement does not give the employer *carte blanche* to impose its own definition. As the Board stated as follows in *Fields v. Treasury Board (Department of Transport)*, 2016 PSLREB 78 at para. 114, citing Snyder, *Collective Agreement Arbitration in Canada*, 5th edition:

114 ...

... [W]e must ascertain in the meaning of what is written into [a] clause and to give effect to the intention of the signatories to the Agreement as so expressed. If, on its face, the clause is logical and unambiguous, we are required to apply its language to the apparent sense in which it is used notwithstanding that the result may be obnoxious to one side or the other. **In those circumstances it would be wrong for us to guess that some effect other than that indicated by the language therein contained was**

contemplated or to add words to accomplish a different result.

[Emphasis added]

[36] The employer's interpretation and application of the pay notes adds new restrictive and arbitrary language and criteria that is not supported by the collective agreement language. The employer is adding additional criteria to the original provision in a manner that allows it to be interpreted as the employer sees fit, contrary to the parties' intention. This interpretation would mean that this provision could be interpreted and applied inconsistently from one province to another and would allow the employer to arbitrarily determine what counts as an "acceptable year" from employee to employee.

[37] Paragraph 18 of the pay notes clearly states that one increment is granted for each full academic year or any portion of an academic year of six months or more. This would account for the difference between a K-12 school year of September to June and a typical university year of September to April. Therefore, the grievor should have received one increment for every school year he taught at the different colleges and the University of Calgary.

[38] Additionally, from 1998 to 2002, the grievor worked as a teacher's aide at an Alberta high school. Paragraph 18 also grants half an increment of work experience for each year worked as a teacher's aide. This was also not considered.

[39] The collective agreement does not define "teaching or counselling experience". The grievor taught adults. The collective agreement does not specify that an employee must have taught students of a particular level, or at a particular type of school or institution, for their teaching experience to be considered for pay-rate placement. His teaching experience primarily involved teaching adults at colleges and a university, where having a teaching certificate was not required. This does not mean that the employer should have discounted his experience. He taught a variety of courses in those institutions, including ESL to adults, as he does in his current CSC position. Furthermore, ESL is taught in the Alberta K-12 education system, and Arabic has been accepted by the Alberta education system as a valid language course that can be taken by K-12 students.

[40] In the alternative, even if the employer can determine what is considered an “acceptable year”, it should have considered that although the grievor lacked a valid Alberta teaching certificate, he provided letters from previous employers that confirmed that he was teaching several Alberta-based curriculum classes.

[41] Absent an express provision stating that an employee must have held a valid provincial Alberta certificate and must have delivered the provincial curriculum, the grievor should have had all his previous teaching experience counted, which would have placed him at a higher increment on the pay scale.

B. For the employer

[42] The employer reasonably interpreted and exercised its discretion under the collective agreement in its assessment of the grievor’s previous teaching experience for his placement on the pay grid. He failed his burden to show otherwise.

[43] To interpret the collective agreement, the Board should consider the ordinary meaning of the words and the agreement as a whole as it “forms the context in which the words used must be interpreted.” The starting point for interpreting it with respect to pay-grid placement is paragraph 2 of the pay notes, which states this: “2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules ‘A1’, ‘A1-1’ or ‘A1-2’ as determined by his or her education, professional certification and experience.”

[44] Paragraph 2 sets out three factors for determining placement on the salary grid for a given region: 1) education, 2) professional certification, and 3) experience. The pay notes expressly define two of the three terms used in paragraph 2. “Teacher Education” and “Teaching Certificate” are defined at paragraphs 10 and 11, respectively. However, the pay notes are silent on what constitutes “experience”.

[45] Where the collective agreement is silent, the employer may exercise its residual management rights under clause 6.01 to apply its interpretation, as long as it does not contradict express language used elsewhere in the agreement. No other language in the agreement defines or otherwise limits how previous teaching experience is to be recognized for the purpose of placing an employee on the pay grid. Paragraph 18 of the pay notes does not define teaching experience; it only defines how a “full year of

experience” will be calculated. Therefore, the employer has discretion under the agreement to define the type of teaching experience it will recognize.

[46] This is not an unfettered discretion, as the grievor suggests. The employer is always bound to act fairly and reasonably when it exercises its managerial discretion under the collective agreement. In light of the nature of correctional educators’ work and the scope of the collective agreement’s application, the employer exercised its discretion fairly and reasonably.

[47] The main duty of correctional educators at Bowden Institution is to deliver the Alberta curriculum to inmates at the standard demanded of all professional classroom teachers across the province. Therefore, as a condition of employment, they are required to obtain a provincial teacher’s certificate. The certificate distinguishes professional teachers from other types of instructors, authorizes teachers to deliver the Alberta curriculum, and ensures a consistent professional standard of delivery. The fact that certain teaching positions in the province require professional certification as a condition of employment highlights that not all teaching experience is the same.

[48] Given the nature of a correctional educator’s duties and the scope of the collective agreement, it was reasonable for the employer, for the purpose of salary placement, to distinguish between teaching experience that required a teacher’s certificate and teaching experience that did not. If a previous position did not require one, then the employer is unable to determine the nature and quality of the teaching experience or whether it would be useful for a correctional educator. By contrast, a teacher’s certificate provides a consistent and accountable standard for assessing previous teaching experience.

[49] As none of the grievor’s prior teaching experience required him to hold a teacher’s certificate, the employer reasonably determined that his previous teaching experience did not qualify him for a higher increment on the level 6 pay grid.

[50] Contrary to the grievor’s argument, his previous positions did not meet the certification requirement simply because he completed a teaching university degree. Paragraphs 2, 10, and 11 of the pay notes clearly distinguish between the “education” and “certification” requirements under the collective agreement.

[51] The grievor also mistakenly interpreted paragraph 1 of the pay notes (“Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee’s increment step on the EST pay grids”) as compelling the employer to recognize any teaching experience to determine an employee’s placement on the grid. This interpretation overlooks the fact that the phrase “[a]ny service rendered” is qualified with “by an employee” and “... on duties classified in the Education (ED) group ...”. Read in its full context, paragraph 1 clearly refers to experience obtained while working in the ED group and not to previous teaching experience acquired in any other context.

[52] The employer had no obligation to inform the grievor how it would assess his previous teaching experience, although it did so on several occasions. It met its collective agreement obligation when it requested the grievor’s documentation about his previous teaching experience and assessed his rate of pay on that basis. The grievor has not demonstrated that the employer exercised its discretion under the collective agreement unreasonably.

C. The grievor’s reply

[53] The employer did not exercise its discretion fairly, as it did not consider the grievor’s work experience in light of the teaching done by correctional educators, which can involve, but is not limited to, teaching Alberta curriculum courses, teaching computer skills, and supervising inmates taking college or university courses. This is work that the grievor performed in the past, albeit at institutions of higher learning. Had the employer considered the type of work actually performed by correctional educators when assessing the grievor’s previous work experience, it would have recognized his work experience at the University of Calgary and Columbia College.

IV. Reasons for decision

[54] The relevant parts of the ED-EST sub-group pay notes read as follows:

...

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee’s increment step on the EST pay grids.

*2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules “A1”, “A1-1” or “A1-2” as determined by his or her **education, professional certification and experience**....*

...

10. **“Teacher Education”** refers to successfully completed years of university study recognized by a Canadian university, or teacher training after matriculation which must include one year of study leading to the granting of a recognized teaching certificate....

11. **“Teaching Certificate”** refers to successfully completed training to obtain a teaching certificate in an [sic] university and recognized by provincial authorities of the province, territory, or provincial school unit within the geographic area in which the school is located. In circumstances where the educational program leading to the granting of a teaching certificate is more than one-year [sic], the additional year(s) will count towards teacher education.

12. For the purpose of the placement of an employee at a level on the teacher’s education- experience grid, the Employer will give full credit for the years of teacher education, and teacher certificates recognized by provincial authorities of the province, territory, or provincial school unit within the geographic area in which the school is located.

...

18. Credit for Previous Experience

Experience is recognized by the granting of one increment for each **acceptable year** of teaching or counselling experience prior to appointment to a position in the bargaining unit. A full year of experience is to be allowed for the following:

(a) Any full academic year.

(b) Any portion of an academic year of six (6) months or more; or the equivalent in days or hours of teaching or counselling experience.

Previous Experience as a Teacher Aide

Upon appointment to the EST sub-group, one half (1/2) of the service gained in a classroom as a teacher aide shall be recognized in determining the employee’s increment step on the EST pay grid.

...

[Emphasis added and in the original]

[55] I agree with the employer that paragraph 1 of the pay notes does not mean that any experience teaching courses similar to those taught by a correctional educator at the CSC should be counted when determining an employee’s pay rate. The reference to “employee” and to “duties classified in the Education (ED) group” make it clear that this paragraph does not refer to prior teaching experience but rather to teaching within the CSC.

[56] I also agree with the employer that paragraph 18, cited by the grievor, only defines how a full year of experience will be calculated. It does not restrict the employer's discretion to define the type of teaching experience it will recognize for pay-grid placement purposes.

[57] The grievor acknowledged that the collective agreement is silent on the definition of "acceptable year" but took the position that that does not give the employer *carte blanche* to define it. Rather, by adding the criteria that the previous employment must have required a teacher's certificate and must have involved teaching the Alberta curriculum, the employer added additional criteria that the collective agreement language does not support.

[58] In the alternative, the grievor argued that even if the employer could determine what is considered an "acceptable year", it should have considered that although the grievor lacked a valid Alberta teaching certificate, he provided letters from previous employers that confirmed that he taught several Alberta-based curriculum classes. Absent an express provision in the collective agreement stating that his prior employment required a valid provincial teacher's certificate and involved delivering the Alberta curriculum, the grievor should have had all his previous teaching experience counted.

[59] I do not accept the grievor's submissions. Paragraph 2 of the pay notes makes it clear that the placement on the grid is determined by three things: education, professional certification, and experience. Education and certification are defined, but experience is not. Paragraph 18 states, "Experience is recognized by the granting of one increment for each **acceptable year** of teaching ..." [emphasis added].

[60] Accordingly, the issue comes down to determining what constitutes an acceptable year of teaching. The collective agreement is silent on it; therefore, it is within the employer's discretion to determine. It decided that an acceptable year is a year teaching the Alberta provincial curriculum in a school or institution at which having a teacher's certificate is a requirement. The grievor has a good deal of teaching experience, much of which may well be useful to draw on for teaching in a correctional setting. But that is not what the employer required.

[61] The employer explained that it had this requirement because the main duty of correctional educators at Bowden Institution was to deliver the Alberta curriculum to

inmates at the standard demanded of all professional classroom teachers across the province. The teacher's certificate, in the employer's view, distinguishes professional teachers from other types of instructors, authorizes teachers to deliver the Alberta curriculum, and ensures a consistent professional standard of delivery. If an employee's previous position did not require certification, the employer is unable to determine the nature and quality of that teaching experience or whether it would be useful for a correctional educator, while a teacher's certificate provides a consistent and accountable standard for making that assessment.

[62] Both requirements are reasonable and are aimed at ensuring that a professional standard of teaching is provided in correctional institutions. There was no evidence adduced that the employer failed to exercise its discretion fairly or reasonably, either by setting these requirements or by applying them to its assessment of the grievor's teaching experience for his placement on the pay grid.

Experience as a teacher's aide, and a *Burchill* objection

[63] The employer submitted that the grievor changed the grievance, contrary to the principle set out in *Burchill v. Attorney General of Canada*, [1981] 1 F.C. 109 (C.A.), by arguing that his previous employment at William Roper Hull School was experience as a teacher's aide and that it should count toward his pay-grid placement under paragraph 18 of the pay notes. He had not previously, during the grievance process, characterized this, or any other prior position, as a "teacher aide" position that should be recognized as such for pay-rate purposes

[64] The employer argued that if the Board allowed this novel argument, it would be prejudiced by having lost the opportunity to address it during the grievance process, that the full nature of the allegations must be made clear during that process, and that the employer cannot be surprised with a new allegation at adjudication.

[65] The grievor responded that the jurisprudence to which the employer referred dealt with *Burchill* objections that were upheld because a grievor had raised substantively new issues that had not been raised either in the grievance form or through the grievance process. In this case, the grievance alleged that the employer failed to accurately consider the grievor's previous teaching experience. Stating a fact that was in the grievor's application form does not substantively alter the nature of the grievance. Therefore, an objection under *Burchill* is not applicable.

[66] I do not accept the employer's submissions on this issue. The issue raised by the grievance is the employer's assessment of the grievor's teaching experience for his pay-grid placement. Arguing that one of his past positions was as a teacher's aide and therefore that it should have been counted pursuant to paragraph 18 of the pay notes did not substantively change the nature of the grievance. It was just an additional argument as to how the grievor alleged that his experience should have been assessed.

[67] Paragraph 18 contains the following:

...

Previous Experience as a Teacher Aide

Upon appointment to the EST sub-group, one half (1/2) of the service gained in a classroom as a teacher aide shall be recognized in determining the employee's increment step on the EST pay grid.

...

[Emphasis in the original]

[68] The grievor's résumé was adduced in evidence. It does not identify his past position as a teacher's aide but rather as a child and youth school counsellor. The duties are described as follows:

- *Provided behaviour counselling to groups of teens with behaviour concerns.*
- *Helped several students learn alternate more appropriate behaviours.*
- *Guided students to improve their academic skills.*
- *Managed and organized classroom activities.*

[69] This could perhaps describe a teacher's aide position under a different name, but it is not sufficiently clear that it amounted to "... service gained in a classroom as a teacher aide ..." for me to order that it be so recognized. The grievor had the onus to prove his allegations, and this was not sufficient.

[70] However, I also note that the employer did not challenge the allegation that it was a teacher's-aide position. It argued that *Burchill* applies and noted that the grievor did not previously identify it as a teacher's-aide position, but the employer did not argue that it was not a teacher's aide position. Accordingly, I recommend that the employer follow up and assess this position for possible recognition on the pay grid.

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

(The Order appears on the next page)

V. Order

[72] The grievance is denied.

May 11, 2023.

**Nancy Rosenberg,
a panel of the Federal Public Sector
Labour Relations and Employment Board**