

IN THE MATTER OF AN ARBITRATION, PURSUANT TO THE
LABOUR RELATIONS CODE, RSBC 1996 c. 244 (the “*Code*”)

BETWEEN:

METRO VANCOUVER REGIONAL DISTRICT

(the “Employer” or “Metro”)

AND:

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES’
UNION

(the “Union”)

(Fleet Services Asset Coordinator Rate of Pay Grievance)

AWARD

ARBITRATOR:	JULIE NICHOLS
COUNSEL for the EMPLOYER:	GREGORY HEYWOOD & RAEMA QUAM
COUNSEL for the UNION:	ALLISON TREMBLAY
PLACE of HEARING:	VANCOUVER, BC
DATES of HEARING:	AUGUST 13, 2019
DATES of WRITTEN SUBMISSIONS:	SEPTEMBER 3, 13 & 20, 2019
DATE of AWARD:	OCTOBER 24, 2019

INTRODUCTION:

This Grievance relates to the rate of pay for the Fleet Services Asset Coordinator position (“FSAC”). The FSAC job description was originally created in 2014. In 2017, the job description was revised and included a requirement for a Mechanic Trade Qualification. At that point, the Employer assigned a rate of pay equivalent to the Maintenance Mechanic rate in Schedule “A” of the Collective Agreement. The Union says the appropriate comparator is the Maintenance Planner rate because, over and above the Mechanic qualification, the job involves additional duties, responsibilities and experience.

The Union called three witnesses: Shawn Francis, the FSAC incumbent; Bill Eastwood, President of the Union; and, Jessie Medeiros, a Maintenance Mechanic who has also acted as a Maintenance Planner. The Employer called Mohammed Mahdavi, Program Manager Materials & Fleet Logistics.

BACKGROUND:

Metro’s Fleet Services includes both Fleet Logistics and Fleet Maintenance for a diverse range of approximately 700 pieces of equipment (e.g., heavy duty trucks, combination trucks, construction equipment, park equipment, etc.).

The Project Manager Material & Fleet Logistics, Mr. Mahdavi, testified that the FSAC position has two main areas of responsibility: first, involvement in the commissioning of vehicles/equipment when they are purchased (i.e., review/compare technical specifications in purchasing documents with the vehicle/equipment received, including decaling and license plates); and, second, coordinating the decommissioning of vehicles/equipment at the end of their economic life or when replacement is required (including removing decals and license plates). In addition, the FSAC performs tasks relating to outfitting smaller vehicles and renting vehicles.

Mr. Mahdavi is responsible for a variety of things, including: reviewing and revising the procurement plan; preparing the procurement budget; reviewing asset disposal and utilization; and, supervising the FSAC, among other positions. The Senior Project Engineer (also in Fleet Logistics) reviews asset condition reports, creates the asset procurement plan and monitors asset utilization in order to make recommendations to Mr. Mahdavi. The FSAC position works with both the Project Manager and the Project Engineer.

COLLECTIVE AGREEMENT, JOB DESCRIPTIONS & RATES:

Article 5.06 of the Collective Agreement addresses job descriptions, the process to be followed when Metro introduces a new or revised job description and the parameters of an arbitrator's task with respect to a wage rate dispute. It provides:

Whenever the Employer intends to introduce new or revised job descriptions for employees covered by the GVRDEU collective agreement, the following process will occur:

1. The Union will be provided with a copy of the draft new or revised job description(s) for review and comment;
2. Any comments will be conveyed by the Union to the Employer, either in writing or through meeting(s), within 30 days of receiving the draft job description(s), or within such reasonable longer period as may be agreed upon;
3. The Employer may amend the draft job description(s), taking into account the Union's comments, and will convey a final draft to the Union along with a proposed rate of pay;
4. Within two weeks (or such reasonable longer period as may be agreed upon) of conveying the final draft to the Union, the Employer may initiate the process of filling the new or revised job, utilizing either the proposed rate of pay or such other rate as may have been agreed upon between the parties;
5. In the event the Employer and the Union have not reached agreement on the rate of pay, the Union may grieve the posted rate on the basis that it is inappropriate in comparison to rates of pay for other jobs contained in Schedule "A" of the Collective Agreement;
6. An arbitrator deciding a grievance under this Clause may not establish a rate of pay which is not included in Schedule "A";
7. Nothing in this Clause shall affect the Employer's ability to assign work, establish an appropriate collection of job duties or implement a new or revised job description, nor shall anything in this Clause affect the Union's ability to grieve that the assigned rate of pay is inappropriate by comparison to other jobs contained in Schedule "A";
8. When job description qualifications change, incumbents will be afforded a reasonable opportunity to train and upgrade their skills to meet to the revised requirements.

Mr. Eastwood testified that the parties generally (but informally) follow the process outlined in Article 5.06. The 2014 FSAC job description was initially provided to the Union with a proposed wage rate equivalent to the Garage Service Advisor. At that time, the Union had to rely on the duties and qualifications in the job description as described by the Employer. The job was

filled by an incumbent who was later unsatisfied with the duties he was asked to perform (i.e., he was expecting higher level work).

When that incumbent left the position, Metro revised the job description (the “2017 job description”) to include a Mechanic Trade Qualification (the “TQ”) so that additional tasks could be performed and to reflect the need for the incumbent to understand vehicles/equipment at the trade level. In cross-examination, Mr. Eastwood did not dispute that the addition of the TQ was the most significant change to the 2017 job description and was added, in part, to ensure the incumbent had the ability to perform inspections. He agreed inspection work was mentioned in the 2014 job description, but noted the level of inspection work required was not specified.

Mr. Mahdavi testified that the competencies and expectations of the original incumbent were not aligned with the expectations of the Employer. While the 2014 job description referenced condition assessment, the TQ was added in 2017 because Metro realized the job required an incumbent who was qualified to perform inspections (as opposed to condition reporting). In his view, there were no other significant changes in the 2017 job description. The required proficiency relating to software decreased. A reference to “business” courses was added to reflect the need for technical or business courses (i.e., it would be a “bonus” if an incumbent had both technical and business courses).

After some minor tweaks suggested by the Union and to recognize the TQ, Metro proposed an increased wage rate equivalent to the Maintenance Mechanic (\$3161.60 bi-weekly as of January 1, 2017).

The Union took the position that the Maintenance Planner (with a rate of \$3310.40 bi-weekly as of January 1, 2017) was the proper comparator given the TQ requirement as well as the additional administrative tasks and computer and business skills. In the Union’s view, the job was a “Mechanic-Plus” and should attract more pay.

Mr. Mahdavi maintained that the Maintenance Mechanic is the appropriate comparator because that job: deals with maintaining smaller fleet equipment; has a minimum of four years experience (the FSAC does not have a minimum requirement, although experience would be obtained through the TQ); and, is responsible for helpers/apprentices (the FSAC does not mentor). He noted that the FSAC works on the tools only 20% of the time (performing inspections/diagnostics only) and does some reporting, while the rest of the duties involve decaling or scheduling/coordination (i.e., duties that are similar

to those performed by a Service Advisor, a lower rated position). In cross-examination, he confirmed that Maintenance Mechanics would have the technical qualification for the FSAC position, but some may not have the computer software knowledge.

He indicated that the Maintenance Planner is responsible for the Preventative Maintenance Program, including the plan for regular inspection and service work with a one to six month planning window. In contrast, although the FSAC is responsible for arranging outfitting with vendors and is involved in commissioning/decommissioning and renting vehicles, the position is not involved in planning maintenance.

The parties referenced a document that tracked the changes between the 2014 and 2017 job descriptions. It provides as follows:

PURPOSE OF THE POSITION:

Reporting to the ~~Assistant Program~~ Manager Fleet & Materials, & Logistics or his/her designate, the incumbent assists in creating the specification, procurement, outfitting and retirement of motor vehicles and mobile equipment/machinery under the managerial oversight of Fleet Services. Additionally, the incumbent will perform or request and file/record a variety of inspections, condition assessments, data collection and regulatory compliance documentation related to the motor vehicles and mobile equipment/machinery in Fleet Services.

DUTIES: (Duties described are intended to be representative of the position and are not to be considered as all-inclusive.)

~~Coordinates records for condition inspection and assessment of motor vehicles and mobile equipment/machinery as required.~~

Inspects various mobile equipment, prepares vehicle/equipment condition reports

Coordinates user group requests and ensures timely responses. Liaise between Fleet, Maintenance and Purchasing/Finance teams.

Performs detailed vehicle/equipment market research and prepares report

Effectively and accurately communicates relevant project information to the supplier, client and project team

Tracks project progress and change orders and ensures project needs are met in a timely and cost effective manner

Collects asset inventory data including unique identifier asset tagging.

Develops and maintains database of condition/assessment inspections and asset inventory.

Develops condition inspection/assessment forms as required.

Produces reports on condition assessment and recommendations for maintenance.

Provides cost estimates for external work identified as being necessary through inspections.

Assists the Fleet Project Engineer

~~Assists~~ in developing the Asset Replacement and New Acquisition Program as necessary.

Performs data collection of all asset information necessary for procurement/replacement and maintenance/inspection of assets to provide services required for safe and timely customer service to end users.

Manages, develops and updates motor vehicle and mobile equipment/machinery outfitting, which may include working drawings.

Provides recommendations for maintenance and report on implementation status.

Assist Supervisor, Fleet Maintenance and developing inspection/maintenance programs for various asset categories.

Utilizes corporate asset management software and incorporates Fleet Services assets and management requirements.

Participates in the development of Safe Work procedures.

Performs related duties as required.

REQUIREMENTS:

Completion of the 12th school grade supplemented by technical/business courses from a recognized educational institution and sound related experience in a related environment (production or maintenance) or an equivalent combination of training and experience.

Trades Qualification certificate (Heavy duty, automotive or commercial transport)

Demonstrated working knowledge of automotive vehicle repairs and diagnostics

Thorough knowledge of the operation and repair of large pumps, diesels, dual fuel engines and their installation

Proficient in MS Office including Excel, Word, Outlook

Considerable knowledge of the fleet department procedures and regulations applicable to the work performed.

Commercial Vehicle Inspection certificate an asset

Working knowledge of marine equipment installation and repair procedures and asset

Knowledge and experience in development of vehicle/equipment specification and procurement procedure an asset

Working knowledge in asset management software is an asset

~~Proficiency in the use of various software programs including MS Office and corporate asset management software~~

~~Sound knowledge of record keeping as relate to work performed~~

Knowledge of standard motor vehicle and mobile equipment/machinery engineering terminology and applicable practices.

Working knowledge of engineering drawings and specifications.

Considerable knowledge of proper safety procedures, WorkSafeBC requirements, environmental regulatory requirements and other statutory requirements such as NSC, CVSE, Transport Canada Marine Vessel regulations and CMVSS.

Ability to prepare and maintain school schedules, records and reports related to the work.

Ability to establish and maintain effective working relationships and to deal tactfully and diplomatically with variety of internal and external contacts.

Excellent interpersonal skills with a focus on achieving goals through problem solving and collaboration.

Good verbal and written communication skills.

Proven ability to work both independently and prioritize work assignments*.

Familiar with condition reporting on various vehicles and equipments.

Familiar with inventory management.

Physically capable of performing the duties of the position.

Ability to work shift work as required.

Valid Class 5 BC Driver's License.

[* NOTE: the 2017 job description includes “Proven ability to work both independently *and in teams* and prioritize work assignments.”]

THE FSAC POSITION & COMPARATORS:

The FSAC Position

Mr. Francis has worked in the FSAC position since November 2017. He is a Red Seal Commercial Transportation Vehicle Mechanic; has completed a four year apprenticeship; and, holds a Commercial Vehicle Inspection Certificate (used on two occasions in the FSAC role) and a Provincial Instructors Diploma. He has a Bachelor of Arts degree in Political Science and is working on his Certificate of Management at BCIT. He brings 15 years fleet experience to the job. He taught apprentices and took a variety of courses prior to joining Metro. He took the FSAC position, in part, because of his view that it was an

avenue to move off “the floor” and get into a backend/supervisory/management role in fleet.

In terms of commissioning, Mr. Francis testified that he gathers user specifications; obtains quotes; arranges for outfitting (e.g., additional work to the vehicle that the primary manufacturer does not do) and inspects the vehicles/equipment received. He works in collaboration with Mr. Mahdavi and the Project Engineer but, in his view, does the bulk of the backend commissioning work to ensure vehicles are outfitted and ready for delivery to users. In cross-examination, he agreed that he takes requests and uses his technical skill to prepare the specifications for outfitting. After providing specifications to vendors and obtaining quotes, he makes a recommendation to his Manager. He maintained that a Red Seal trade qualification was required to put decals on vehicles.

Mr. Mahdavi testified that the FSAC’s outfitting duties relate to smaller vehicles (e.g., the installation of racks/boxes, minor changes, etc.) and involve obtaining quotes based on user requirements and presenting the information for approval. Once approved, the FSAC sends the quote to a Buyer for a Purchase Order. The FSAC later coordinates the vehicle going to and from the vendor for outfitting. This is similar to work of the Service Advisors (a position that does not require a TQ) and is distinguishable from project management or the work of the Project Engineer (who prepares specifications for vehicles when originally purchased as part of the procurement process). He noted that a Red Seal certification is not required for decaling (or de-decaling) vehicles and is a job that is performed by Mechanical Helpers (a lower rated position).

Mr. Francis indicated that decommissioning occurs when vehicles/equipment may be at the “end of their life” due to age, mileage or costs of repair, etc. or when there is a request for replacement. While he may consult with his Manager and the Project Engineer about decommissioning, he is generally responsible for inspecting the vehicle and interpreting/confirming the mechanics’ reports (which requires the TQ and experience as a mechanic). He then considers cost estimates and makes a recommendation to Mr. Mahdavi, who has the final approval.

Mr. Mahdavi testified that vehicles are flagged for decommissioning by Mechanics performing maintenance. If repairs are costly, the vehicle (and information about its age, condition, parts and repair costs, costs of outside vendors, etc.) is brought to Mr. Mahdavi’s attention through the Fleet Supervisor (who is responsible for maintenance and repair of the Fleet,

including supervising the Mechanics). Mr. Mahdavi decides whether a vehicle should be decommissioned and, if so, asks the FSAC to send the vehicle to auction. Additionally, further to the procurement plan, vehicles are replaced after eight years. For vehicles that are scheduled for replacement and when user groups request that a vehicle be decommissioned, the FSAC does a condition assessment to determine whether the vehicle should be retained and how it should be used in the fleet (e.g., a loaner vehicle, etc.).

Mr. Mahdavi testified that, in 2017, a GPS Project (which involved the installation of GPS in Metro vehicles) was started and a Project Manager was assigned. Originally, Service Advisors were involved in the scheduling/coordinating role with external contractors for the GPS installation (i.e., contact the installer, schedule a group of vehicles for installation and coordinate vehicle availability with the vehicle user group). These tasks are now performed by the FSAC.

Mr. Francis testified that he took “the lead” on the GPS installation project, which has now been completed. He coordinated with the user groups and a third party installer for the installation; took care of inventory and quality control; kept track of installations; liaised with the Fleet Supervisor; and, reported to the GPS Committee. He views some of this as planning work (i.e., scheduling the installer, arranging for equipment to be available and for garage space as well as preparing spreadsheets). On the day of installation, he inspects the vehicle before and after the installation; tests and moves equipment; and, prepares the appropriate spreadsheets. In cross-examination, while agreeing there was an overall Project Manager, he maintained he was a “team lead” responsible for planning and coordinating the GPS installation. Although he did not choose the contractor, he believed he was responsible for supervising the installer because he coordinated, assigned and inspected the work (including reporting any poor performance to management).

This year, Mr. Francis was assigned a project that involved leasing 25-30 seasonal vehicles. In that regard, he is now responsible for: identifying user group needs; obtaining three quotes and identifying the vendor with the lowest bid; compiling user information for the vendor; conducting inspections of the vehicles to ensure they match the needs identified; addressing any necessary corrections; coordinating decaling and insurance as well as the installation of any additional components (e.g., radio, etc.); and, arranging for the release of the vehicle to users. This process is done twice: once when the vehicles are first released to users and again when they are returned after the seasonal needs

are over. He testified that this work was previously split between the Fleet Supervisor, Service Advisors and Garage Mechanics.

Mr. Mahdavi testified that Service Advisors (with some help from their Supervisor) used to be responsible for leasing vehicles. Now, the FSAC is responsible for obtaining and comparing quotes from lease companies and reporting the comparison for approval. The FSAC may also communicate with vendors if a vehicle needs some outfitting.

Mr. Francis testified that the 2017 job description accurately described some, but not all, of his duties. Since a reorganization in 2018 (when Logistics and Maintenance were separated within Fleet Services), he believes he is the “first point of contact” for Fleet Logistics. He feels he now has more complex work and responsibility. There is no backup for his position and he must “pick up the slack” after he is off work, pointing to a backlog from when he was on a four month medical leave. He is now responsible for: coordinating the leased vehicles; verifying fuel deliveries before fuel payments are made; and, performing broader tasks for outfitting vehicles (i.e., coordinating the specifications & quotes; recommending vendors; coordinating the outfitting; conducting inspections; and related administrative tasks (as opposed to just performing the final inspection)). He performs market searches to determine how to get the best resale values for decommissioned vehicles. He performs more site visits as part of the commissioning/decommissioning processes. He works more frequently with the Project Engineer as well as with a variety of internal staff and external parties (e.g., rental companies, third party contractors, installers, and provincial/federal government agencies).

In terms of his daily work, Mr. Francis testified that he prioritizes his daily tasks and discusses them with his Manager. He manages the commissioning/decommissioning tasks himself. Decision-making with his Manager and the Project Engineer is collaborative, whereby he provides opinions and recommendations and his Manager makes the final decision. He uses a variety of computer programs and databases and has an affinity for computer technologies. He has taken a variety of internal courses (e.g., a high level Excel course and project management training). He believes his experience as a mechanic is a critical aspect that he brings to the job. In cross-examination, he acknowledged he spent about 20% of his time “on the tools” performing inspections (as opposed to repairs), noting troubleshooting is a valued part of the trade work.

Mr. Mahdavi testified that, while the FSAC provides information and makes recommendations, he (as the Manager) will verify the information as needed and make the decision. He does not override a troubleshooting decision, but may override a recommendation about decommissioning when the overall procurement plan is considered. He confirmed that the FSAC receives vehicles from vendors; tracks vehicle condition when its age may require replacement or a different use (which can result in cost savings); conducts market research (e.g., respecting small scale outfitting) and makes recommendations for user group requested outfitting. The FSAC also coordinates outfitting requests, but does not manage them (as he is not responsible for decision-making). The FSAC communicates with user groups, vendors, the Risk Management Office, leasing companies, GPS contractors, etc. The FSAC is expected to carry out routine tasks, but unusual situations should be raised with his Manager.

Mr. Mahdavi also testified that the FSAC is not responsible for: the leasing program, the GPS installation project or project management generally; authorizing repairs (the Maintenance Supervisor makes that decision); determining specifications (except for uncomplicated outfitting requests); coordinating contractual terms (that occurs between Buyers and vendors); recommending vehicle size for user groups (that is done by the Project Engineer); or, budgeting. The FSAC also does not make recommendations for maintenance or cost estimates for repairs (although these duties are noted in the 2017 job description, they are tasks performed by Fleet Maintenance).

Mr. Mahdavi confirmed that the FSAC currently uses certain Excel spreadsheets, etc. and the hope is he will develop certain databases and forms in the future. He agreed Mr. Francis was sent to an advanced Excel course and a two-day internal project management course, noting he encourages ongoing learning even if a course is not directly relevant to the job.

The FSAC has a credit card with a \$5000 limit per transaction (and a monthly limit of \$50,000). Service Advisors (a lower paid position) also have a limit of \$5000 (and a monthly limit of \$70,000). Mr. Mahdavi indicated that requisitions can be entered in the financial system, but all transactions by the FSAC and Service Advisors must be approved by a manager. The positions do not have contracting authority; approved requisitions go to Buyers for purchasing. He also noted that Storeskeepers (a lower paid position) deal with requisitions worth millions of dollars.

The Maintenance Mechanic Position

Mr. Medeiros has worked as a Maintenance Mechanic since 2001 (first in the Garage and currently in the Utilities Division) and has backfilled in the Maintenance Planner position. He is a Red Seal Heavy Duty Mechanic.

As a Maintenance Mechanic in the Utilities Division, he works “on the tools” four to six hours each day (work is slotted in four hour am/pm blocks). He reviews work order packages and plan sheets that are provided by the Maintenance Planner and carries out the necessary work. This involves performing basic monthly maintenance at sites as per the Preventative Maintenance Plan, including assessing/troubleshooting and performing simple “quick fix” repairs (e.g., repairs that do not require plant shutdown or involve significant time, consequences or approvals). Maintenance Mechanics seek clarification from their supervisor as needed and work with Foremen (and operational staff) to schedule repairs that require shutdown or further planning. He interacts with other staff (e.g., trades, operations, planners, etc.) and escorts vendors, inspectors, engineers, etc. as required. He has a credit card with a \$1000 limit (up to \$5000 per month). He may also be assigned a Helper and oversee an apprentice.

The purpose outlined in the Maintenance Mechanic job description is “[t]o maintain, repair and install a variety of equipment and machinery throughout GVRD facilities.” The duties set out in the job description include:

- installs and aligns machinery and equipment to specific tolerances
- maintains and repairs and overhauls equipment such as diesel gas engines, electric generating units, high pressure gas and air compressors...
- installs, maintains and services valves, meters and various piping systems throughout the region
- installs, maintains and aligns all conveyor systems...
- services and maintains all internal combustion engines and keeps engine maintenance records
- investigate, troubleshoot and takes remedial action on problems reported by Operators at different sites
- maintains records of completed jobs and shares expertise with Operators on serviced equipment
- trains and directs junior Mechanics in maintenance procedures
- inventories materials and parts as required for various types of work

Some of the requirements identified in the job description are:

- grade 12 (or equivalent), plus appropriate Trades Qualification certificate (Heavy Duty Mechanic or Millwright)

- a minimum of four years of experience and responsibility in the mechanical field involved in the repair, maintenance and overhaul of equipment
- skilled at machine fitting, welding and pipe-fitting and in the use of micrometres...
- must have complete and thorough knowledge of the operation and repair of large pumps, diesels, dual fuel engines and their installation
- must be proficient in use of hand tools... and have the ability to interpret blueprints
- demonstrated initiative and proven ability to work with minimal supervision and be able to decide on best work methods to be used
- ability to comprehend complex operations and theories, requiring analytical skills
- must be able to communicate effectively verbally and in writing
- must be computer literate and able to use applications such as Word and Excel...
- considerable knowledge of the GVRD's safety policies, procedures and WCB regulations

The Maintenance Planner Position

In the Utilities Division, there is one Maintenance Planner who plans the work order packages for 12 Maintenance Mechanics. There are two Foremen (one for day-to-day/critical work and one responsible for planning future work) who work with the Planner and report up to the same Supervisor. As a senior Mechanic with experience in the Utilities Division, Mr. Medeiros has filled in as a relief Maintenance Planner on three or four occasions (for three to four weeks at a time) over the past year and a half.

He testified that, generally, the position productively schedules work among the trades to address emergent issues and to maintain Metro's system as per the quality and regulatory standards. The Planner's responsibilities include: sitting in on weekly tailgate meetings; receiving reports from Foremen regarding outstanding maintenance work; preparing work order packages for Mechanics; attending a Pre-Planning Meeting to discuss needs of various user groups and priorities of Metro departments (e.g., preventative maintenance, outstanding work and trouble work orders); considering and scheduling all work (including future, emergent and flex work as well as work required by regulatory requirements and the Asset Management Plan); arranging for permits and traffic control; liaising with other municipalities for isolation/lockout; liaising with other trades; submitting Purchase Orders for approval; providing rough cost estimates for approval; and, working with management on requirements/compliance with respect to the Preventative Maintenance Plan. Mr. Medeiros' description is consistent with the duties set out in the job description.

He indicated that the Maintenance Planner's scope of decision-making includes: staging and scheduling preventative maintenance programs over a variety of time periods (e.g., monthly, quarterly, etc.); scheduling and

prioritizing “float work”; and, re-prioritizing and re-grouping work as necessary. Work can often be re-scheduled or re-packaged, depending on the priorities that arise during the week. The Maintenance Planner sets the schedule, but it can be adjusted by the Foremen as required. The planning window is a minimum of seven days, but can be two to six months for project work. When Maintenance Mechanics find problems that may impact processes (e.g., taking plant off-line), the Planner puts in the requests to have the issue addressed. In his view, a Mechanics TQ is required as it is a bonus to understand the requirements, logistics and timing necessary for the tasks as well as how to do things efficiently and safely.

The Maintenance Planner attends a weekly Pre-planning Meeting along with 10-12 other planners and staff (i.e., attendees from mechanical, electrical, instrumentation, water services, transmission, liquid waste services, combo trucks as well as control room technical operators, foremen, etc.), during which resources get allotted and projects get prioritized. As the Planner, he must advocate for the priorities of the Utilities Division and coordinate with other planners if their services are required.

The Planner must also work with a variety of users, departments and external parties. For example, when work involves taking a site offline or a major project, the Maintenance Planner’s duties include: discussions with operations and master control to ensure service is provided to users in other ways; coordinating necessary trades; requesting operations support for confined space work (e.g., isolation/lockout and rescue); requesting traffic control; arranging for permits; and, liaising with municipal authorities (e.g., parking closures), fisheries (e.g., habitat impact and audits) and external contractors (e.g., inspections or work required by regulation).

Mr. Medeiros agreed that the Planner job could not be left vacant. He indicated that approximately 2 years of experience in the Division is necessary to understand the operations of and planning requirements for the system, which includes over 50 small sites and at least 30 major sites with different equipment throughout the Region. He was trained on the Asset Management System and other systems and shadowed a Planner before he was able to work in the position.

The purpose in the Maintenance Planner job description provides:

The Maintenance Planner will assist supervisory staff in scheduling, monitoring, analyzing and tracking maintenance requirements for the wastewater collection and treatment facilities and drainage facilities. The incumbent plans all maintenance work

order requests and coordinates the preventive maintenance (PM) program. Coordinates the scheduling of all planned maintenance jobs with the Maintenance Superintendent, maintenance and operations supervisors, trades foreman and others including external agencies as required. The incumbent will operate and maintain a computerized managed maintenance program for these facilities, and will maintain equipment records, maintenance performance reporting mechanisms and maintenance records.

The minimum requirements in the job description include:

- Graduation certificate from an Institute of Technology Diploma program in Civil or Mechanical technology, a minimum of two years related technologist experience or an equivalent combination of training and work related experience including Interprovincial Trade Ticket supplemented by maintenance management and planning courses
- training and demonstrated ability to use computerized spreadsheets, databases and project planning software effectively
- a combination of training and experience in managed maintenance methods and practices
- proven ability to plan and schedule multiple tasks in a dynamic environment and to quickly work with staff in assessing priorities. Demonstrated initiative and responsible attitude
- ability to communicate effectively with contractors and staff in both technical and functional terms. Ability to obtain consensus within a group during planning while dealing with competing priorities using a team approach. Superior verbal and good written communication skills
- good working knowledge of managed maintenance methods and practices;
- good working knowledge of municipal/regional sewerage, drainage and treatment systems
- ability and skills to use application software including maintenance tracking/reporting, project scheduling, spreadsheets, database, word processors
- good working knowledge of WCB and Corporation safety regulations, safe work practices and procedures relating to municipal/regional sewerage, drainage and treatment systems

POSITIONS OF THE PARTIES:

Union

The Union submits that, further to Article 5.06, an arbitrator must decide if a proposed wage rate is inappropriate and, if so, select an appropriate comparator from the jobs in Schedule "A" (i.e., there is no jurisdiction to create a new rate). It argues that the appropriate wage rate depends on the finalized job description, not the job duties performed by the incumbent or other external factors. Any agreement on the wage rate for the 2014 job

description is irrelevant to the arbitral exercise that must compare the 2017 job description to jobs in Schedule “A”.

It also submits that Mr. Mahdavi’s testimony minimized the work of the FSAC. While Metro may choose to have an incumbent perform lower level work than that contemplated in a job description, the full scope of the duties and requirements in the job description must be used to determine the appropriate rate. The addition of the TQ was a significant alteration from the 2014 job description, but the 2017 job description also adds other duties (e.g., market research and project components) to the position.

With respect to the job duties, the Union says the FSAC job requires and uses the full scope of a mechanic’s ability, skill, training and judgement for the core duties of the position. In particular, it notes that troubleshooting is a critical skill for inspections and a trade background/experience informs any recommendations - both are valuable elements of the role and rooted in the TQ. The fact that the FSAC does not perform repairs and works “on the tools” 20% of the time does not diminish the value of these job functions. Metro did not include specific inspection work in the 2014 job description and did not require a TQ. The TQ was added in 2017 to better suit the Employer’s needs. In addition, business skills have been identified as a job requirement (not just an asset) as they are necessary for planning, report writing and problem solving. Given two skill sets now required for the “trade qualified duties” and “non-trade qualified duties”, the FSAC should be characterized as a “Mechanic-Plus” job in terms of its wage rate (see: *Lehigh Cement -and- CLGAW* (2013), 240 LAC (4th) 283 (Somjen) at paras. 57-59).

The Union submits that the FSAC is not an entry level position, but one that has always required “sound related experience in a related environment”. The Maintenance Planner is the appropriate comparator given the similarities in purpose, the planning/coordination responsibilities and the technical/business skill sets required. Both positions work under supervision; negotiate with others; are responsible for scheduling and record keeping as well as developing and revising plans. The Planner adapts, schedules and coordinates maintenance as required under the Preventative Maintenance program just as the FSAC considers user needs and adapts plans. There is no distinction between “coordinating” and “planning” as both positions coordinate “who does what when”. While both jobs require the similar qualifications and experience, the FSAC job requires “considerable” knowledge of safety procedures and certain regulatory requirements.

In contrast, the Union says the Maintenance Mechanic is a technical position (focused on the maintenance, repair and installation of equipment) that does not require proficiency in computer applications and the ability to perform the “non TQ” FSAC duties. No similar training experience or education is required to become a Maintenance Mechanic. Incumbents may not have the requirements or “assets” listed in the FSAC job description. Further, while Metro’s job comparison document shows a correlation to the Maintenance Mechanic, the FSAC position has not been objectively assessed by an expert and no formal job evaluation process has been applied (for contrast, see: *British Columbia Forest Products -and- PPWC, Local 2* (1978), 20 LAC (2d) 104 (Hope)).

Employer

The Employer agrees that new or revised job descriptions must be compared to the skills and responsibilities of positions in Schedule “A” to determine the appropriate rate of pay. That comparative approach should replicate what the parties might have agreed upon in bargaining (as opposed to notions of social justice) and consider factors such as skill, responsibility and supervision as they relate to existing jobs (See: *GVRD -and- GVRDEU*, [2003] BCCAAA No. 228 (Kinzie); Brown & Beatty, *Canadian Labour Arbitration* (5th ed), para. 8:1000).

In terms of duties, Metro submits that the FSAC is primarily responsible for the coordination of functions and tasks (even with respect to project work) that were well-encompassed within the 2014 job description. It notes that some of those duties had previously been done by lower rated jobs (i.e., Garage Service Advisors and Mechanics, with oversight from Fleet Supervisors). Those duties now continue under the direction and approval of Fleet management. It says the only notable change and increased requirement in the 2017 job description is the addition of the TQ, which was added to ensure the next incumbent had the necessary technical skill for inspection duties. The other changes were made to accurately describe existing duties (including downgrading the skill level relating to computer applications). Any supplemental business courses over and above the FSAC job description are assets, not requirements. The FSAC’s spending authority is the same as other lower paid positions.

The Employer says the 2014 job description and the Maintenance Mechanic are the appropriate comparators, noting the Union did not dispute the rate assigned to the job in 2014 or any planning/coordinating duties that were contained in the job description at that time. The comparison to the Maintenance Mechanic was due to the addition of the TQ and because the jobs

are equivalent in terms of knowledge, decision-making, impact of decisions and who the incumbent interacts with. However, Metro maintains that this comparison was generous because the FSAC requires no minimum experience; has no supervisory duties; does not resolve mechanical issues (i.e., only performs diagnostics); works on the tools only 20% of the time; and, splits time between the office and the yard.

Metro says the FSAC job is not meaningfully equivalent to the Maintenance Planner. The FSAC job was objectively rated lower in terms of skill, responsibility and effort and higher only on working conditions by the Employer in a comparison document assessing all three jobs. It says the Maintenance Planner requires higher education and more experience; performs higher level, more complex work in all areas; and, has a role and duties that are larger in scope and responsibility (e.g., directing the work of 12 Maintenance Mechanics, the scope of and timeframes for planning preventative maintenance, etc.). Any overlap between isolated or incidental duties is insufficient to make the comparison appropriate (see: *Vancouver School District No. 39 -and- CUPE, Local 15*, [2000] BCCAAA No. 88 (Kinzie) at para. 9).

DECISION:

This case centers on the determination of the appropriate wage rate for a specific position. There are a number of observations that are important to make at the beginning of the analysis.

First, there is no dispute that the work performed by Mr. Francis and other employees in the positions discussed in this Award is valued and contributes to Metro's operations. As will be discussed further below, a case of this nature involves comparisons between certain positions. While those comparisons are an inevitable part of the analysis, nothing in this Award is intended to diminish the contributions of any employee or particular position.

Second, it is important to point out that it is the job description that is analyzed in these determinations, not the credentials, qualifications or experience of a particular incumbent. While individuals bring a range of attributes to the job, the wage rate determination is a comparative exercise dictated by the Collective Agreement and any applicable job evaluation principles (as opposed to the innumerable and varying qualities and contributions of the individuals who may hold positions over time).

Third, the witnesses in this case had different perspectives as to the characterization of the nature and scope of duties and positions. Each party suggested that aspects of the FSAC position had been exaggerated or diminished in the evidence. Yet, differing perspectives on these issues are not unusual in the context of these types of disputes. In my view, the witnesses testified as to their genuinely held beliefs about the scope and levels of skill, responsibility, knowledge, discretion, decision-making, etc. for certain jobs. While their perspectives did not align, there were no issues of credibility that arose from their testimony.

Now, I turn to the arbitral task in the context of this Collective Agreement. Article 5.06 establishes the process for the introduction of a revised job description and the parameters in which an arbitrator is to address a wage rate dispute. Where there is a disagreement, the Union may grieve the posted rate “on the basis that it is inappropriate in comparison to rates of pay for other jobs contained in Schedule “A”. An arbitrator who determines the grievance “may not establish a rate of pay which is not included in Schedule “A” (see: Article 5.06(5)-(6)). Arbitrator Kinzie provided a useful summary in *GVRD*, *supra* at paras. 33-35:

The parties have dealt with this issue of determining rates of pay for new or revised positions in Letter of Understanding #9 to their collective agreement. Paragraph 4 of that letter of understanding reflects the general contractual principle that the parties themselves are free to agree on any rate of pay they wish. However, if they cannot agree, paragraph 5 does give the Union the right to grieve the appropriateness of the rate of pay proposed by the Employer.

In such circumstances, many collective agreements leave the determination of the appropriate rate of pay up to the arbitration board hearing the dispute. The authors of Brown and Beatty, *Canadian Labour Arbitration* (3d edition) para. 8:1000 have summarized the arbitral jurisprudence in resolving such disputes in this way:

“Where, however, the agreement provides that disputes with respect to such rates may properly be the subject of arbitration, in determining an appropriate rate for such a position or classification, arbitrators have generally understood their task as attempting to replicate what the parties might have agreed to in a free collective bargaining environment rather than imposing their own notions of social justice, and to this end considered such factors as the skill, responsibility, and supervision required in the new job relative to that required in existing jobs.”

In our view, the Employer and the Union have in Letter of Understanding #9 directed arbitrators to follow a similar comparative approach when setting rates of pay for new or revised positions. Pursuant to paragraph 5 of the letter of understanding, the duties, responsibilities and qualifications of the new or revised position are to be compared to those of other jobs contained in Schedule “A”, the wage schedule, in the collective agreement. However, our jurisdiction is more limited

than that reflected in the arbitral jurisprudence in that we are required by paragraph 6 to select a rate of pay included in Schedule “A”, and we do not have the authority to establish a rate of pay not included therein.

The Employer asserted that I should consider the 2014 job description and the fact the Union had previously agreed to its wage rate as part of the analysis. There is no doubt that the 2014 job description is helpful to assist in understanding the evolution of the job. Further, any prior agreement on a wage rate forms part of the historical chronology. However, a position may change and a job description may be revised for many reasons (e.g., attraction/retention, operational needs, etc.). When a job evolves, it is open to a party to take the position that the historical wage rate is no longer appropriate. Comparisons with the 2014 job description may inform an understanding of the 2017 job description and the intended nature and scope of the revised job. However, given the language of Article 5.06 and the realities of organizational change, neither the 2014 description (in and of itself) nor the previous agreement on its pay rate are determinative. Ultimately, it is the 2017 job description, as it now stands, that must be assessed vis-à-vis the comparator jobs in Schedule “A”.

Metro also referred to a comparison document in which the Employer assessed a number of characteristics in relation to the three positions in question. I accept the Union’s point that that document reflects Metro’s position on the very question in issue here and was not prepared as part of a specific job evaluation plan, program or in relation to negotiated or agreed upon criteria.

Turning to the 2017 job description and the evidence, I accept that the FSAC job has evolved in several respects. First, the TQ and knowledge of trade-related issues was added and, on the evidence, allows the incumbent to carry out trade-related duties (e.g., inspections as well as judgements and recommendations that are informed by trade knowledge and experience). Second, the duties now include clear expectations that the FSAC will liaise, gather, coordinate and report information to and from users/internal teams/external parties generally and in relation to projects. Third, a reference to business courses was added as one potential requirement. Fourth, the incumbent no longer needs to be proficient in asset management software (i.e., working knowledge is sufficient) but should have excellent interpersonal skills.

Mr. Francis testified about certain new responsibilities and projects, particularly after the 2018 reorganization. However, those he described appear to fall substantially within the general description of FSAC duties set out in the 2017 job description. I note that not every duty or task will necessarily be identified

in a general job description. Additional tasks of a similar nature or even higher level tasks that are isolated or incidental, do not generally support an increased wage rate (see: *Vancouver School District No. 39, supra* at para. 9).

The Union argues that there are now two valuable skill sets required by the FSAC (i.e., trade-related skills rooted in the TQ and business/planning/report writing skills) that support a higher wage rate. However, it is important to note that, while there have been certain duties added to the 2017 job description to reflect the job in its current form, this is not a combined classification of two different trades as was the case in *Lehigh, supra*. The ultimate question, as the parties have framed it, is whether the 2017 job description compares more closely with the Maintenance Mechanic or the Maintenance Planner. Frankly, neither position is the “perfect fit”, but my task is to analyze the positions and determine the best comparator, taking into consideration factors such as the duties, skills, responsibilities, qualifications and supervision required.

In terms of trade-related duties, skills and responsibilities, the FSAC must inspect vehicles and equipment and exercise judgement and make recommendations on trade-related issues. While the FSAC does not carry out actual repairs, I accept that the diagnostic/troubleshooting skills used to carry out inspections and make recommendations are trade related skills that should not be diminished. The fact they are carried out 20% of the time illustrates they are a regular and substantial part of the job. The nature and scope of these duties more closely compare to those of the Maintenance Mechanic, a position that is responsible for maintaining, repairing and installing vehicles/equipment. While the Maintenance Planner duties are informed by trade experience and knowledge, the Planner’s role is focused on taking the information from Mechanics/Foremen and assessing, scheduling, prioritizing and monitoring maintenance work on a broader scale.

There are a number of FSAC duties, skills and responsibilities that relate to liaising with users on the fleet vehicle/equipment needs, compiling information (including market research, quotes, etc.), making recommendations for approval, coordinating with internal teams or external vendors, tracking progress, and reporting outcomes. These duties and skills may arise in many contexts for the FSAC, including commissioning, decommissioning, outfitting, leasing, etc. Some of these tasks will also be informed by trade knowledge and experience. The FSAC is responsible for prioritizing and coordinating tasks in order to keep commissioning, decommissioning, outfitting and certain projects on track, but the evidence does not support the conclusion that the incumbent is responsible for overall project planning or management.

The Maintenance Planner schedules, monitors, analyzes, tracks and documents maintenance requirements in order to plan work under the Preventative Maintenance Plan and as emergent issues arise. The tasks involve compiling information and coordinating maintenance work. At first blush, these duties could be seen as similar to those of the FSAC. However, the scope of the Planner's tasks relate to work across a Division (and a significant number of sites), may impact the operations at particular sites, and may need to be planned in conjunction with other divisions at Metro. The scheduling relates to information received from, at least, two Foremen and 12 Maintenance Mechanics as well as other areas of Metro's organization. The work order packages are prepared to ensure 12 Maintenance Mechanics work productively and efficiently. As Mr. Medeiros explained, a Maintenance Planner from one division must work with other Planners to ensure the needs of their division are considered within the priorities of the broader organization. Substantial coordination with a variety of trades, Metro's divisions/departments and external agencies may be necessary. The coordination and prioritizing of tasks may change quickly. The planning timeframes may span a week or many months. On the evidence, the Maintenance Planner position could not be left vacant for long. In comparison, I find the scope of the FSAC's coordination, planning and reporting duties to be more limited. When the jobs are reviewed relative to each other, there is a clear distinction in the nature and scope of the planning work performed by the Maintenance Planner and the coordination work of the FSAC.

The Maintenance Mechanic must maintain records, share expertise and inventory materials/parts. That position must also be computer literate and be able to use certain applications and technologies. While the FSAC's responsibilities have a different focus (e.g., on the compilation and reporting of information and coordinating fleet vehicles/equipment), I find these non-trade related duties more closely compare to the Maintenance Mechanic, rather than the Maintenance Planner.

In terms of qualifications, the FSAC requirements include the completion of Grade 12, supplemented by technical/business courses and sound related experience as well as the TQ. The Maintenance Mechanic requires Grade 12 (or equivalent) as well as the appropriate trade qualification and a minimum of four years experience in the mechanical field. While the FSAC must have "sound related experience" and technical or business courses (some of which can be obtained through the TQ), there is no minimum level of experience identified. Arguably, the FSAC requirements are not as high as the

Maintenance Mechanic. The Maintenance Planner position requires a diploma from a civil or mechanic technology program and a minimum two years technologist experience (or an equivalent combination of training/work experience including a trade ticket supplemented by maintenance management and planning courses). The need for a diploma and minimum years of experience (or training/experience along with a TQ and specific courses) is significantly different from the FSAC. On balance, while the qualifications for the three jobs differ in varying degrees (e.g., the FSAC requires “considerable knowledge” of safety procedures, etc.; while the Planner requires “good working knowledge”), the requirements of the FSAC are closer in level and type to those of the Maintenance Mechanic.

Turning to general reporting structures, supervisory responsibilities and spending authority, the FSAC, the Maintenance Mechanic and the Maintenance Planner all interact with a variety of internal and external parties. However, on the evidence, the interactions of the Planner occur on a broader scope with a wider variety of trades, other planners, other Metro divisions as well as external parties. All three positions are expected to work with minimal supervision and to seek approval as necessary from their appropriate Supervisor (although the Maintenance Planner reports to the same Supervisor as the Foremen). The Maintenance Mechanic may have some responsibility for a helper and/or mentoring an apprentice. The FSAC has no reports or mentees. While the incumbent may have to track progress and report any deficiencies in the work of external contractors, I do not accept that the position has supervisory responsibilities. The spending authority of the FSAC is higher than the Maintenance Mechanic, but similar to other lower paid positions. Comparing each of these characteristics, I find little support for the FSAC to be assigned a wage rate comparable to that of the Maintenance Planner.

This Collective Agreement does not specify particular job characteristics or the weight to be given to certain characteristics when comparing revised job descriptions to positions in Schedule “A”. As noted above, the duties, skills, responsibilities, qualifications, reporting structure, supervisory duties and spending authority have all been considered as part of the overall comparison between the FSAC and the other two positions. Again, there is no perfect comparator. In some respects the characteristics of the FSAC position are broader than the Maintenance Mechanic (e.g., information gathering/compiling as well as coordination tasks). In other respects, they are similar or lower (e.g., minimum experience, no mentorship responsibilities). However, when the characteristics are reviewed individually and as a whole, I cannot conclude the Maintenance Planner is an appropriate comparator. Rather, I find the FSAC

position more closely compares to the Maintenance Mechanic and the posted wage rate is appropriate.

Given this conclusion, the Grievance is dismissed.

Dated this 24th day of October, 2019 in Vancouver, BC.

A handwritten signature in blue ink that reads "Nichols". The signature is written in a cursive style with a large initial "N".

JULIE NICHOLS,
ARBITRATOR