

IN THE MATTER OF AN ARBITRATION

BETWEEN:

PEEL DISTRICT SCHOOL BOARD

("the Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1628

("the Union")

IN THE MATTER OF:

GRIEVANCE NO. 3-1628-4 SUMMER PROGRAM GRIEVANCE

SOLE ARBITRATOR:

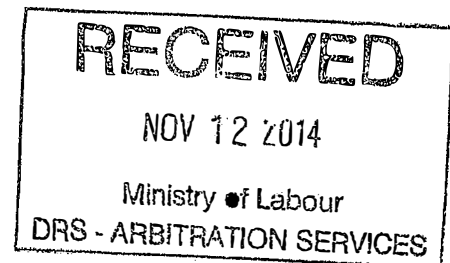
Kevin M. Burkett

APPEARANCES FOR THE EMPLOYER:

Brian Smeenk	- Counsel
Kelley Terry	- Manager of Labour Relations
Masuma Khangura	- Labour Relations Specialist
Maria Hildaeth	- Manager of Employee Relations & Compensation

APPEARANCES FOR THE UNION:

Melvin I. Rotman	- Counsel
Linda Racicot	- President
Lucy Furtado	- Vice President
Cindy Nielsen	- Chief Steward



File ID: 833701
File Folder: 10414RR-14
Rel id: 15719

Hearing in this matter was held in Mississauga, Ontario on July 15, 2014

A W A R D

This grievance concerns the terms of employment for certain “office managers” (i.e. head secretaries assigned to a school) in connection with summer camps offered by the Board. These “office managers” who are Grade 7 employees, are ten month staff – that is their salary is pro-rated based on a ten month work year. It is to be noted that the summer camp work, (except for some of the preparatory work that is performed within the regular ten month work year) is performed during the summer months. It is to be further noted that “office managers” are not assigned to perform this work but volunteer. The issues that are before me are firstly, whether an honorarium, in addition to salary, should be paid for the preparatory work done during the ten month work year, as is paid to teachers who perform preparatory work for the camps during the school year; secondly whether the “office managers” should maintain their grade 7 level as distinct from the grade 4 level at which they are paid for the summer camp work; and thirdly, whether the 35 hour work week should be maintained for the camp work as in the past, instead of the 30 hour work week instituted this year. There is no dispute with respect to my authority to hear and determine these issues.

Each of these issues stands to be determined on the basis of whether there has been a breach of the collective agreement. Grievances filed and arbitrated under the collective agreement can only succeed if the action complained about rises to the level of a breach of the collective agreement. The collective agreement, therefore, establishes the contractual parameters. Having regard to the foregoing I have considered each of the issues raised.

The preparatory work done during the ten month work year is performed during regular work hours for which the grievors are paid, and is not work that is somehow more complex or demanding than that normally required of an "office manager". Absent any specific provision in the collective agreement requiring additional payment for this work there is no basis upon which to find that the failure of the Employer to provide an additional payment is in breach of the collective agreement.

The remaining two issues (i.e. the grade level and the hours of work) can be disposed of together. Article 1.07(a) and (b) identify the articles of the collective agreement that apply to night school and summer school. The summer camp work is neither. It is not disputed that the camp work falls outside the ten month work year for which "office managers" are paid and is voluntary. Absent any reference to summer camp work in the collective agreement, as distinct from night school and summer school, (both of which also fall outside the normal work year) the terms and

conditions that are to apply to summer camp work maybe unilaterally established by the Employer.

This is not to say, that the Employer can compel any ten month bargaining unit employee to accept the terms and conditions that it establishes for this work. It cannot. Individual "office managers" are free to decide whether or not to accept summer camp work on the terms and conditions offered. It follows from all of the foregoing that there is no basis upon which to uphold a grievance under this collective agreement that relates to the terms and conditions offered for summer camp work.

It is to be noted that the Employer conceded that even though it had established a 30 hour work week for the summer camps, it was prepared to pay for actual hours worked should these hours exceed the established 30 hours per week.

Having regard to all of the foregoing these grievances are dismissed.

DATED in Toronto, Ontario on this 31st day of July 2014

Kevin Burkett

KEVIN BURKETT