

Ministry of Education

Ministère de l'Éducation

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Date: June 15, 2010

From: Barry Finlay, Director (A) Provincial Schools Branch  
Chris Cormier, MERC Co-Chair

To: All Seasonal Staff

**RE: Averaging Hours Agreement to Eliminate Board Holiday Hiatus Periods at Christmas and March Break**

We are pleased to announce that the Ministry of Education, Provincial Schools Branch and OPSEU have entered into an agreement to allow for the averaging of hours for seasonal employees that will include the hours that would have been scheduled during the hiatus periods of Christmas and March Break.

Seasonal staff will no longer have pay interruptions during the hiatus periods at Christmas and March Break and the hours attributed to these periods, excluding statutory holidays, will be rolled into a seasonal averaging schedule as set by the manager.

This agreement is a joint effort between PSB and OPSEU to address the financial impact of the hiatus periods on the seasonal staff as well as support the operational needs of the PSB.

PSB is now able to operational support the need for these extra hours and these hours will be built into an averaging hours agreement for all seasonal staff.

The agreement is for three (3) consecutive school years commencing in September 2010 and is subject to renewal or refinement upon mutual consent.

This agreement does not alter the seasonal or regular status of employees at the Provincial Schools and there is agreement that the work performed by the staff during the school year period is seasonal work.

**Memorandum of Settlement**

Between:

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

("the Union")

- and -

**THE CROWN IN RIGHT OF ONTARIO (MINISTRY OF EDUCATION)**

("the Employer")

WHEREAS the Union filed a policy grievance dated July 23, 2009 with respect to the hours of work for seasonal employees.

WHEREAS the parties want to address the hiatus periods during Christmas and March Break

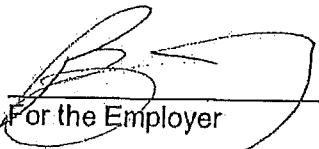
AND WHEREAS the Parties wish to resolve this matter;

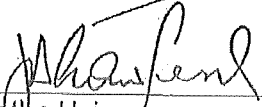
NOW THEREFORE the Parties agree to the full and final settlement of the above-referenced grievance, without precedent and without prejudice, on the following terms:

1. The Parties agree to enter into an averaging hours agreement as attached in Appendix A for seasonal employees employed at the Provincial Schools Branch in the Ministry of Education, effective September 1, 2010.
2. The parties agree that this Settlement does not alter the seasonal or regular status of employees at the Provincial Schools and confirm that the work performed by the staff during the school year period is seasonal work and that nothing in this settlement would constitute otherwise.
3. Staff schedule will be at the discretion of the Employer.
4. The Parties agree that this Settlement, including Appendix A, will apply for the school years of 2010-2011, 2011-2012 and 2012-2013. The Parties further agree to meet in 2012 to discuss the applicability of the Appendix beyond the 2012-2013 school year. It is understood that the Parties are not precluded from meeting earlier to identify and discuss concerns with the terms of the Agreement and Appendix A.

5. Notwithstanding paragraph 4, it is agreed that either party may terminate the averaging hours agreement (Appendix A) with 90 days notice.
6. The grievance is hereby withdrawn.
7. The Union releases the Employer, its servants and agents from any and all claims, demands, actions, grievances or complaints arising out of the circumstances giving rise to this grievance.

Dated at Toronto, this *7<sup>th</sup>* day of June, 2010

  
\_\_\_\_\_  
For the Employer

  
\_\_\_\_\_  
For the Union

Jackie Crawford

**APPENDIX A**

**Agreement with Respect to Averaging Hours of Work  
For Seasonal Employees**

**Memorandum of Agreement**

**Between**

**The Ministry of Education - Provincial School Branch**

**And**

**The Ontario Public Service Employees Union**

This work week agreement is made in accordance with Article 32.12.1 of the Bargaining Unit Collective Agreement, between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board of Cabinet and applies to seasonal staff at the Provincial Schools.

Unless otherwise specified in this Agreement, all articles for seasonal staff (Article 32) of the Central and Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

This work agreement may be terminated by either party with ninety (90) days written notice.

**1. Work Unit and Employees Covered**

This agreement will apply to all seasonal staff at the Provincial Schools including but not limited to the following positions:

Classroom Assistant	Stores Clerk
Motor Vehicle Operator	Student Support Counsellor
Secretary	Aquatics Instructor
Food Service Helper	Nurse
Cleaner	Social Worker
Receptionist	System Officer
Interpreter	Cook

**2. Hours per averaging period:**

The hours of work required shall correspond to a thirty-six and one quarter (36 ¼) hour week or a forty (40) hour week averaged over the 10 month school year. The seasonal allotment of hours

will be based on the school calendar and will be inclusive of the Board Holidays designated at Christmas and March Break, but exclusive of all statutory holidays as per Article 32.

The annual amount of hours worked per year will be reported to the Bargaining Agent yearly. -3.  
**Hours of Work**

Hours of work will be scheduled by the Employer and may exceed thirty six and one quarter ( $36\frac{1}{4}$ ) hour and forty (40) hours per week.

A record will be maintained for each employee affected, showing running total of hours worked exceeding thirty- six and a quarter ( $36\frac{1}{4}$ ) or forty (40) hours banked and reduced during the averaging period. Excess hours worked beyond the scheduled work day will be accumulated at straight time. With reasonable notice an employee shall be permitted to review her/his record.

#### **Prorating:**

Periods of employment of less than ten (10) months in an averaging period e.g. due to resignation or retirement) will be pro-rated with excess hours paid at regular time. When an employee terminates employment during the school year there will be a recalculation of hours done at the time of resignation and the pro rated averaging period will include the hours for the Board Holidays at Christmas and March Break provided that these periods occurred prior to resignation.

#### **-4. Overtime**

All hours worked in excess of twelve (12) hours per day will be treated as overtime. Overtime includes an authorized period of work calculated to the nearest half hour and performed on a scheduled working day in addition to the scheduled working period, or performed on a scheduled day off.

Where there is mutual agreement, employees may receive pay at time and one half, the overtime rate, in lieu of compensating leave. Failing agreement, the employer will provide to the employee compensating leave in lieu at the overtime rate and the employer will provide reasonable notice to the employee when scheduling this time off. The employer will not unreasonably withhold agreement.

#### **5. Holiday Payment**

All hours worked on a holiday included under Article 47 (Holidays) shall be paid at the rate of two times the basic hourly rate the employee was receiving when the holiday was worked.

#### **6. Attendance Credits**

A deduction from an employees' attendance credits for illness will be made according to the length of the work day e.g. 10 hours  $10 - 8 = 1.25$  credits

12 hours  $12 - 8 = 1.50$  credits

A partial day's absence will be prorated using the same formula.

**7. Bereavement Leave**

Such leaves shall not be prorated.

**-8. Excessive Buildup of Hours Worked**

When an employee's buildup of hours worked is becoming excessive, /he may be required to take time off on an hour-for-hour basis, in order to bring his/her hours accumulation into line with the hours requirement for the averaging period. The employer will provide reasonable notice to the employee when scheduling this time off.

**9. Hours Worked Over Annual Requirement**

The employer will attempt to reduce the build up of hours to zero by the expiry date of the seasonal contract. Where excess hours cannot be taken as in lieu time before the expiry of the contract, then these hours will be considered as overtime and paid at one and one half times the basic hourly rate. With mutual consent, compensating time off at the premium rate may be substituted for payment of overtime credits provided the paid time off is taken before the end of September of the following school year. The employer will provide reasonable notice to the employee when scheduling this time off.

DATED THIS 7<sup>th</sup> DAY OF June, 2010

For The Ontario Public Service Employees  
Union

*Jadue Crawford*

For the Ministry of Education