

MEMORANDUM OF AGREEMENT
Youth Justice Services Facilities
On the Usage and Payout of Compensating Time Off (CTO)
For Overtime Worked

BETWEEN:

Ontario Public Service Employees Union

(Union)

And

THE CROWN IN RIGHT OF ONTARIO

(Ministry of Children, Community and Social Services – Youth Justice Services)
(Employer)

Purpose

In recognition of the Collective Agreement obligations regarding Compensating Time Off (CTO), employees' ability to either be paid or take time off and the employer's ability to ensure operational requirements are met, the parties agree to the following:

1. Where an employee elects to receive CTO per Article COR8.5, they will be allowed to accumulate up to a total of 100 hours at any given time. Therefore, once an employee's CTO bank reached 100 hours, any overtime worked will be paid out in accordance with the provisions of Article COR8.3.2
2. Per COR8.6, CTO which is not used before march 31 of the following year, shall be paid at the rate it was earned.
3. CTO may be taken, providing the following conditions have been met:
 - a. All requests for use of CTO credits must be pre-approved by a manager; and,
 - b. Where requests have been made at least one (1) month in advance, and unless there have been multiple requests for the same day which could result in overtime and/or subject to 3(c) below, that request shall be approved; and,
 - c. Multiple requests for the same day will be dealt with as per local practice. Should there not be a local practice, seniority shall be the determining factor in approving the request(s);
 - d. Use of CTO credits will not be approved during the months of July and August or from the Monday prior to December 25th through to and including January 1st; and,

Handwritten initials:
R. S.
J.S. M.D.

- e. The total number of CTO hours taken by employees within a facility shall not exceed 24 hours per classification for any calendar day.
 - f. Exceptions to (b), (d) and (e) above, CTO will be considered 48 hours minimum in advance of a shift if overtime will not be incurred and operational requirements are met.
4. Employees may request, in writing, to have any or all accumulated CTO hours paid out in accordance with COR8.3.2
 5. Notwithstanding the above, CTO credits shall not be considered to be accumulated credits for the purposes of Article 44.6 of the Collective Agreement regarding the use of accumulated credits toward short term sickness top-up.
 6. The parties recognize Article 2 Management Rights with respect to scheduling.
 7. This arrangement will expire with the Collective Agreement and will require renewal to remain in place.
 8. The parties agree to seize Arbitrator Misra.

Dated: 24 February 2020

FOR THE UNION:



Pete Harding



Mike Fallon



Johanna Sinclair



Sandra Harper

FOR THE EMPLOYER:



Mark Mikoluff