

**Memorandum of Agreement**

(this "MOA")

Between

Ontario Public Service Employees Union on behalf of its Local 206  
(the "Union")

and

Canadian Mental Health Association, Hamilton Branch  
(the "CMHA")

(Each a "Party", together the "Parties")

**Re: Summer Days Time Off Program for Full-time Temporary Employees**

**WHEREAS** during collective bargaining in 2019/20 the parties did not expressly contemplate the application of the Summer Days Time Off Program ("SDTOP") with respect to Temporary Employees;

**WHEREAS** the Parties have engaged in discussions to address the application and interpretation of the SDTOP to Temporary Employees;

**WHEREAS** the term "Fall to Spring" shall mean the period Labour Day to the date that is 168 business days after Labour Day; and the term "Summer" shall mean the 12-week period ending with the first full week prior to Labour Day;

**NOW THEREFORE** the Parties do hereby agree as follows:

1. Subject to the terms of this MOA, the SDTOP as set out in the collective agreement shall apply to full-time Temporary Employees ("FTTEs") but not part-time or casual Temporary Employees.
2. FTTEs who choose to participate in the SDTOP shall work an additional thirty (30) minutes each day from 4:00pm to 4:30pm Fall to Spring until the employee has accumulated the number of hours that would exhaust the employee's contractual period during the following Summer, determined as follows:

# of complete weeks in the Summer falling within the term of the employee's appointment

X

7 hours

3. The application of paragraph 2 is clarified by the following examples:

**Example A:** the FTTE is appointed to a contract from September 1, 2022 and expiring June 30, 2023. There are 3 complete Summer weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate 21 hours (3 weeks X 7 hours) in the previous Fall to Spring to be applied in Summer 2023.

**Example B:** the FTTE is appointed to a contract from September 1, 2022 and expiring July 4, 2023. There are 3 *complete* Summer weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate 21 hours (3 weeks X 7 hours) in the previous Fall to Spring to be applied in Summer 2023.

**Example C:** the FTTE is appointed to a contract from September 1, 2022 and expiring November 1, 2023. There are 12 complete Summer weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate 84 hours (12 weeks X 7 hours) in the previous Fall to Spring to be applied in Summer 2023.

**Example D:** the FTTE is appointed to a contract from May 2, 2022 and expiring June 30, 2022. There are 2 complete Summer weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate up to 14 hours (2 weeks X 7 hours) in the previous Fall to Spring however will only have the opportunity to accumulate 3 hours given Fall to Spring ends 6 business days after the start of the appointment. The FTTE will be permitted to leave 3 hours early on the first Friday/Monday of Summer 2022.

**Example E:** the FTTE is appointed to a contract from May 3, 2022 and expiring July 17, 2024. There are 12 complete Summer 2022 weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate up to 84 hours (12 weeks X 7 hours) in the previous Fall to Spring to be applied in Summer 2022 however will only have the opportunity to accumulate 2.5 hours given Fall to Spring ends 5 business days after the start of the appointment. The FTTE will be permitted to leave 2.5 hours early on the first Friday/Monday of Summer 2022.

There are 12 complete Summer 2023 weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate up to 84 hours (12 weeks X 7 hours) in the previous Fall to Spring to be applied in Summer 2023.

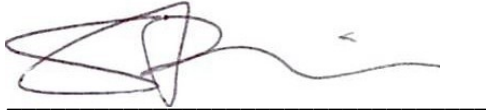
There are 5 *complete* Summer 2024 weeks falling in the FTTE's appointment. The FTTE is eligible to accumulate up to 35 hours (5 weeks X 7 hours) in the previous Fall to Spring to be applied in Summer 2024\*.

\* Continuation of the SDTOP beyond Summer 2023 is subject to the terms of the renewal collective agreement in 2023.

4. It is understood that nothing in this MOA shall prejudice either Party's position or proposals during bargaining for a renewal collective agreement in 2023.
5. Any dispute regarding the interpretation or application of this MOA shall be subject to the grievance/arbitration provisions of the CBA.

6. The individual executing this MOA on behalf of the Union confirms that they have the authority to enter into this MOA and that this MOA is binding on the Union and on any affected employee in the Local 206 bargaining unit.
7. This MOA shall expire on March 30, 2023.

For the CMHA



Ms Sue Phipps  
Executive Director

September 28, 2022

Date

For the Union



Ms Shannon Morten  
Staff Representative, OPSEU

September 26, 2022

Date

*SC-Belfiore*

Sandra Cabral-Belfiore  
Union Steward

September 26, 2022

Date