

MEMORANDUM OF SETTLEMENT

For the renewal of the Collective Agreement

Between:

Waypoint Centre for Mental Health Care

("Waypoint" or "the Employer")

- and -

**The Association of Management, Administrative
and Professional Crown Employees of Ontario**

("AMAPCEO" or the "Union")

1. The parties agree that all terms and conditions of the current collective agreement effective April 1, 2018 to March 31, 2023 (the "Collective Agreement") shall continue in a Collective Agreement effective from April 1, 2023 to March 31, 2026, as amended by the agreed-to items listed in Schedule A (the "Renewal Collective Agreement").
2. The Renewal Collective Agreement shall be in the form of the Collective Agreement, as amended by Schedule A. It is understood that some editing and renumbering may be necessary, and the parties shall appoint an editing committee for that purpose.
3. The Memorandum of Settlement is subject to ratification by both parties and shall be effective on the date of ratification by both parties ("full ratification") and shall have a three-year term, beginning April 1, 2023 and expiring March 31, 2026. The parties agree that the results of their ratification processes will be shared as soon as practicable following ratification.
4. Except as provided otherwise in the terms of the Memorandum of Settlement or the attached Schedule A, all other changes to the Collective Agreement shall be effective on the date of full ratification.
5. Current and former employees will have retroactive pay applicable under the Renewal Collective Agreement paid out as soon as reasonably practicable following full ratification.
6. The undersigned unanimously agree to recommend the Memorandum of Settlement to their respective principals.

7. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties. The parties agree that they will not rely on the tabling and subsequent withdrawal of any proposal as evidence in support of an estoppel argument over the meaning of a provision in the Collective Agreement.

Dated at Toronto, this 14 day of January 2025.

For AMAPCEO:

Signed by:
James van Manen
ADF8C97E07564C4...

Signed by:
Lee Douitsis
B04AD67FF80742F...

Signed by:
Mary Kraftsick
02B15C893812406...

Signed by:
Terri Newman
D319D376407D441...

DocuSigned by:
[Signature]
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For Waypoint:

DocuSigned by:
Austin Fice
7030F42F7099458...

DocuSigned by:
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DocuSigned by:
Nicole Jones
93A06AB4B2F34AB...

Signed by:
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Signed by:
Stephanie Walpole
93696F51C2EA439...

DocuSigned by:
Jennifer Crawford
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Schedule A

Article 8.1.1

Amend as follows:

Article 8 – Leave of Absence for ~~Association~~ **AMAPCEO** Activities

Full-time Leave

Upon at least two (2) weeks' written notice by **AMAPCEO**, the Employer agrees to provide leave of absence from full time employment, or partial leaves of absence for up to half of full time employment, with pay and no loss of credits for up to the equivalent of two (2) full time positions, for members of AMAPCEO to conduct business of **AMAPCEO**. The leaves of absence will be renewed annually. **AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.**

Article 8.2.1

Amend as follows:

An AMAPCEO representative includes:

- (a) Workplace Representatives
- (b) Labour Relations Committee Representatives
- (c) Negotiating Team Representatives
- (d) Health and Safety Representatives
- ~~(e) The Association Chapter Chair~~
- (f) ~~Association Board Members~~ **AMAPCEO District Directors**

Article 8.2.2

Amend as follows:

Meetings with Employer

With notice, up to two (2) AMAPCEO representatives are entitled to take time off with pay and no loss of credits if reasonably engaged in meetings with management on issues relating to labour relations, including collective bargaining or to the enforcement of this Agreement or processing claims involving the statutory rights of employees *vis à vis* the Employer, unless the time off would impair operational requirements.

Article 8.2.3

Amend as follows:

Meeting Preparation

The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 15 (Dispute Resolution) or collective bargaining.

Article 8.2.4

Amend as follows:

Bargaining Preparation

Members of the Association granted leaves of absence under Article 8.2.1 for the specific purpose of collective bargaining shall also be granted reasonable time off with pay and no loss of credits for the purpose of preparation time and/or to attend Association bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, including other periods during negotiations, mediation or arbitration. **AMAPCEO will reimburse the Employer in accordance with Article 8.7 for leaves taken under this section.**

Article 8.3

Amend as follows:

District Directors

An ~~Association Chapter Chair~~ **AMAPCEO District Director**, or ~~his or her~~ **their** designate, shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of ~~the Association~~ **AMAPCEO** on the following basis:

- (a) only the ~~Chapter Chair District Director~~, or ~~his or her~~ **their** designate, shall be granted such leave;
- (b) the leave shall be for a **single** period of not more than ~~four (4) hours~~ **three (3) days** every ~~three (3) weeks~~ **calendar month**, and unused leave shall not be cumulative;
- (c) ~~the leave shall, to the extent possible, be taken at the same time on the same day every three (3) weeks, as pre-arranged between the Chapter Chair and his or her supervisor;~~ **the District Director, or their designees, will attempt to**

give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) days' notice to their supervisor;

(d) the ~~Chapter Chair District Director, or their designees~~, shall not, during ~~his or her~~ **their** period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,

(e) this leave does not include travel time.

Article 8.4

Amend as follows:

Labour Relations Education

The Employer shall grant time off to a maximum of five (5) days per calendar year for up to two (2) ~~Association~~ **AMAPCEO** representatives with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements. **AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.**

Article 8.5

Amend as follows:

Additional AMAPCEO Leave

Notwithstanding Article 8.1, AMAPCEO may at its discretion require additional members to participate in ~~Association~~ **AMAPCEO** business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days. The total number of full days off in any calendar year shall not exceed fifty (50) days. Leaves of absence granted under this subsection shall include reasonable travel time. ~~The Association~~ **AMAPCEO** will provide ten (10) business days' notice of such leave. **AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.**

Article 8.6

Amend as follows:

Annual Delegates Conference

Upon at least twenty-one (21) calendar days' written notice by ~~the Association~~ **AMAPCEO** and subject to operational requirements, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate, to a maximum of two (2) employee delegates, for the purpose of attending the Association's Delegates' Conference(s). **AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.**

Article 8.7.1

Amend as follows:

Reimbursement of the Employer

~~The Association~~ **AMAPCEO** will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.4, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.

Article 8.7.2

Amend as follows:

The Employer may invoice ~~the Association~~ **AMAPCEO** for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1st for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to ~~the Association~~ **AMAPCEO**.

Article 17.1

Amend as follows:

There shall be a probationary period of not more than ~~twelve (12) months~~ **120 days worked (870 hours of straight time work for employees whose regular hours of work are other than the standard work day)** from the date of hire for employees. If an employee is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, ~~the Employer may extend the employee's probationary period by the length of that absence.~~

Article 17.2

Amend as follows:

During the employee's probationary period the performance standards required for the position will be reviewed with the employee within the first two (2) months and the employee will be advised in a timely way if he or she is not meeting the standards. **The Employer may extend the probationary period by an additional 60 days worked (435 hours of straight time work for employees whose regular hours of work are other than the standard work day) with notification to AMAPCEO.**

Article 17.3

Amend as follows:

An employee shall serve only one probationary period. Where an employee transfers from temporary **full-time** status, and such employee has not previously completed a probationary period, the employee shall be credited with the time worked toward the completion of the probationary period for the position ~~to a maximum of nine (9) months.~~

Article 21.1

Amend as follows:

A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee. A copy of the evaluation will be provided to the employee at their request.

Each employee shall have reasonable access to their employee file for the purpose of reviewing the contents in the presence of their supervisor or designate. A request by an employee for a copy of documents in their file will not be unreasonably denied.

A letter of reprimand, suspension or other sanction that arises from an act of patient abuse or workplace violence will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline-free during that time.

Any **other** letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free during that time. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards the period referenced above.

Article 23.3.1

Amend as follows:

Written requests for a personal leave of absence without pay will be considered on an individual basis by the manager. Such requests are to be given as far in advance as possible and a written reply will be given within ten (10) days; except in cases of emergency in which case a reply will be given as soon as possible. **Such leaves, and any extension of such leaves, shall not be unreasonably withheld.** An employee is entitled to take a total of up to two (2) days of paid leave and eight (8) days of unpaid leave in a calendar year job **protected leave in accordance with the provisions of the *Employment Standards Act, 2000*.** ~~Such leaves, and any extension of such leaves, shall not be unreasonably withheld.~~

ARTICLE 24 - PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP

Amend as follows:

24.1 In this Article,

"last day at work", in respect of an employee on a leave of absence referred to in Article 24 means the last day the employee was at work before the leave of absence.

"parent" includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

"parental leave" means a leave of absence under Article 24.7.

"pregnancy leave" means a leave of absence under Article 24.2.

"weekly pay", in respect of an employee on a leave of absence referred to in Article 24 means weekly pay at the rate actually received by the employee on the last day of work and also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

24.2 **Pregnancy Leave:**

The Employer shall grant a leave of absence without pay in accordance with the *Employment Standards Act, 2000*, to an employee who is pregnant and who started her service with the Hospital at least thirteen (13) weeks before the expected birth date.

An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

- 24.3 The employee shall provide written notice with the date to start the pregnancy leave in accordance with the *Employment Standards Act, 2000*.
- 24.4 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- 24.5 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is ~~six (6)~~ **twelve (12)** weeks after the birth, still-birth or miscarriage of the child.
- 24.6 An employee who has given notice to end pregnancy leave may change the notice:
- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
 - (b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

24.7 Parental Leave:

The Employer shall grant a leave of absence without pay in accordance with the *Employment Standards Act, 2000*, to an employee who has at least thirteen (13) weeks service with the Hospital and who is the parent of a child.

- 24.8 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,
 - (b) no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 24.9 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 24.10 The employee shall provide written notice with the date to start the parental leave in accordance with the *Employment Standards Act, 2000*.
- 24.11 Parental leave ends ~~thirty-five (35)~~ **sixty-one (61)** weeks after it began for an employee who takes pregnancy leave and ~~thirty-seven (37)~~ **sixty-three (63)** weeks

after it began for an employee who did not take pregnancy leave. An Employee who has given notice to end parental leave may change the notice;

- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
- (b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

24.12 Employment Insurance Top-up:

An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.

24.12 In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- a. for the first ~~two (2) weeks~~ **week (the waiting period)**, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
- b. for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and,
- ~~c. for each week up to a maximum of fifteen (15) additional weeks, where the employee elects to take Parental Leave in accordance with Article 24.7 payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week and ninety-three percent (93%) of the actual weekly rate of pay for her classification, and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been, implemented.~~
- d. **on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act* (Canada) have**

terminated, the employee shall be entitled to a further one (1) week of pregnancy leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one (1) week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.12(b) have terminated and prior to returning to the workplace.

- e. **Where an employee takes parental leave in conjunction with pregnancy leave, Article 24.12(d) shall not apply.**

24.13 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- a. Where the employee serves the employment insurance waiting period, for ~~the first two (2) weeks~~ **one (1) week**, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, and shall also include any increases in salary that he or she would have attained had he or she been at work during the leave of absence as they are, or would have been, implemented; and,
- b. for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, and shall also include any increases in salary that he or she would have attained had he or she been at work during the leave of absence as they are, or would have been, implemented; **and,**
- c. **on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act (Canada)* have terminated, the employee shall be entitled to a further one (1) week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one (1) week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.13(b) have terminated and prior to returning to the workplace; or**
- d. where the employee served the waiting period in accordance with Article 24.12(a), has taken parental leave in conjunction with

pregnancy leave, and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act*, (Canada) have terminated, the employee shall be entitled to a further one (1) week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one (1) week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.13(b) have terminated and prior to returning to the workplace.

24.15 Benefits and Pension Plans:

24.15.1 During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 31 to 36 shall continue that participation unless the employee elects in writing not to do so.

24.15.2 Where an employee elects to continue to make their pension contributions under existing practice, pensionable service shall also accrue and the Employer shall continue to make its contributions.

24.15.3 Extended leave is only covered by this Article if the purpose of the extension is directly related to parental leave taken by a parent who is not eligible for pregnancy leave, or an adoptive parent.

24.17 Unless an employee gives the Employer written notice referred to in Article 24.15, the Employer shall continue to pay the premiums for the Benefit Plans in Articles 31 to 36 that the Employer was paying immediately before the employee's pregnancy leave, parental leave and extended leave and the employee shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before the pregnancy leave or parental leave.

24.19 An employee who took parental leave but not pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the parental leave, to a consecutive leave of absence without pay and with accumulation of credits for not more than six (6) weeks.

24.20 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles 24.19 or 24.22 shall be reinstated to the position the employee most recently held with the Employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.

24.21 The Employer shall pay a reinstated person salary that is at least equal to the greater of;
(a) the salary the employee was most recently paid by the Employer; or
(b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Articles 24.2, 24.7, 24.19 or 24.22.

24.22 An employee who has worked less than thirteen (13) weeks with ~~WAYPOINT~~ **the Employer** and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods:

- a. ~~fifty-two (52)~~ **seventy-eight (78)** weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,
- b. ~~forty-three (43)~~ **sixty-nine (69)** weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19.

If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.

Article 29

Amend as follows:

29.1 An employee shall be entitled to the following paid holidays each year:

New Year's Day	Victoria Day	National Day for Truth & Reconciliation
Family Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Remembrance Day
Easter Monday	Labour Day	Christmas Day
		Boxing Day

An employee shall also be entitled to any special holiday as proclaimed by the Governor General or Lieutenant Governor.

(Note to Document: for clarity, the rest of Article 29.1 remains unchanged.)

Article 34 – Supplementary Health and Hospital Insurance

Amend as follows:

34.2 (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:

- up to four hundred **and fifty** dollars (~~\$400~~ **\$450**) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lens prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
- up to twenty-five hundred (\$2500.00) dollars per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.

(e) paramedical services include the following coverage per employee and each of their dependants:

- (i) the services of an acupuncturist, at the rate of ~~thirty-five~~ **fifty** dollars (~~\$35~~ **\$50**) per visit, to an annual maximum of twelve hundred dollars (\$1200);
- (ii) the services of a speech therapist, at the rate of ~~forty~~ **fifty-five** dollars (~~\$40~~ **\$55**) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);
- (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and ~~masseur~~ **registered massage therapist**, if licensed and practicing within the scope of their license to a maximum of ~~thirty-five~~ **fifty** dollars (~~\$35~~ **\$50**) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.

(f) the services of a psychologist, at the rate of ~~forty~~ **fifty-five** dollars (~~\$40~~ **\$55**) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;

Article 42

Amend as follows:

- 42.1 If an employee uses his or her own vehicle on the Employer's business, he or she shall be reimbursed in accordance with the Hospital's policy, but the rate of such reimbursement shall not be less than **45** cents/km.
- 41.2 To the extent that provisions of this article are improved by changes for any employee group, then those amounts will apply.
- 42.3 The Employer agrees that the use of privately owned vehicles on the Employer's business is not a condition of employment.

Article 44 – Salary

- 44.1 Effective April 1, 2023, all salary rates in effect on March 31, 2023 will be revised to provide for an increase of 3.5% across the board.
- 44.2 Effective April 1, 2024, all salary rates in effect on March 31, 2024 will be revised to provide for an increase of 3% across the board.
- 44.3 Effective April 1, 2025, all salary rates in effect on March 31, 2025 will be revised to provide for an increase equal to the April 1, 2025 across the board increase negotiated between the Employer and OPSEU Local 329.
- 44.4 The Employer shall pay all retroactive monies owing for salaries within a reasonable time period following ratification of the collective agreement by the parties, but in no event later than 60 days from the date of ratification, unless agreed to by the parties. New salary rates shall be implemented at the same time.

Article 46.3

Amend as follows:

An employee shall not be considered to be working overtime merely because they are carrying a ~~pager, computer, cell phone or blackberry~~ **an Employer provided electronic device.**

Article 47.2

Amend as follows:

Where a manager seeks to cancel or amend an AWA, the manager shall provide notice to the affected employee(s) in writing at least **six (6) weeks** ~~one (1) month~~ prior to the proposed cancellation or amendment.

Article 47.3 – NEW

Where an employee submits a written request for an AWA, the manager shall respond to such request in a timely manner. Where it is denied, written rationale will be provided.

Article 51 – NEW – CALL BACK & ON CALL

Add the following new Article 51 to replace the MOU REGARDING ON CALL AND CALL BACK FOR SPIRITUAL CARE PROVIDERS:

- 51.1** ~~a) A Spiritual Care Provider~~ **An employee** who is called back to work after leaving the Hospital premises (outside of their regular scheduled hours) shall be paid a minimum of no less than four (4) hours' pay at ~~time and one-half (1½)~~ **double time (2x)** their regular straight time hourly rate for work performed. In the event that such four (4) hour period overlaps and extends into the employee's regular shift, they will receive the four (4) hour payment at ~~time and one-half (1½)~~ **double time (2x)** as well as their regular hourly rate for the remaining hours of their regular shift.
- 51.2** ~~b)~~ Call-back pay shall cover all calls within the minimum four (4) hour period provided for under ~~(a)~~ **Article 51.1**. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two (2) call-back premiums within one (1) such four (4) hour period.

ON CALL

- 51.3** ~~Spiritual Care Providers~~ **Employees** required to be on standby (on-call) for call-back duty pursuant to hours other than those regularly scheduled hours shall be paid at the rate of three dollars and thirty **cents** (\$3.30) per hour of standby time. Where such standby falls on any of the designated holidays listed in the **Collective Agreement**, the employee shall be paid at the rate of four dollars and ninety (\$4.90) per hour of standby time. Hours worked during a call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight-hour period on standby even if called back to work.

51.4 ~~Spiritual Care Providers~~ **Employees** will be on call/ subject to call back on a rotating basis. The on call/call back opportunities will be distributed equitably.

Article 52 – Term and Renewal

Renumber Article 51 to Article 52 and amend as follows:

- 52.1** Unless otherwise specified, this agreement shall be effective from the date of ratification until March 31, **2026**.
- 52.2** Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 52.3** In the event neither party gives notice to bargain in accordance with Article 52.2, this agreement shall be automatically renewed for a period of one (1) year.

AMAPCEO PAY GRID

- 1) The steps will be relabeled from “Min, Step 1, Step 2, Step 3, Max” to “Step 1, Step 2, Step 3, Step 4, Step 5”.
- 2) Effective upon ratification, a 1.75% wage grid adjustment will be applied to the maximum rate for all positions in the bargaining unit whose qualifications refer to a regulated health profession and/or regulatory body. For clarity, the 1.75% increase applies to the following positions:

Spiritual Care Providers (Clinical Multifaith Chaplain and Traditional Healer)
Lead, Quality & Patient Safety
Clinical Coordinator
Clinical Liaison Officer

- 3) Effective upon ratification, the Employer will move the Spiritual Care Providers (Clinical Multifaith Chaplain and Traditional Healer) to Level 4 on the wage grid. Incumbents will be placed on the Wage Grid commensurate with their current step.
- 4) At ratification, the job description for job title: Clinical Multifaith Chaplain will be amended to reflect the updated required qualification:

Registered member in good standing with the College of Registered Psychotherapists of Ontario.

Existing employees in the Clinical Multifaith Chaplain job, at the time of ratification, shall move to Level 4 with the understanding that unregistered employees will work toward full registration with the College of Registered Psychotherapists of Ontario.

Letter of Understanding – Personal Days

Letter of Understanding

Between

Waypoint Centre for Mental Health Care (“the Employer”)

And

AMAPCEO

REGARDING PERSONAL DAYS

WHEREAS the parties entered a Memorandum of Settlement dated April 4, 2019 concerning the two (2) paid personal emergency leave days;

AND WHEREAS Article 23.3.1 was amended to reflect the above-mentioned Memorandum of Settlement;


NOW THEREFORE the parties agree that:

- 1) The Employer shall continue to provide two (2) paid personal days for the duration of this collective agreement.
- 2) The provision of two (2) paid personal days shall be administered in the same way as unpaid leave in accordance with Article 23.3.1.

Date: 1/8/2025

Signed by:


ADF8C97E07564C4
 For AMAPCEO

DocuSigned by:


93A06AB4B2F54AB...
 For the Employer

Letter of Understanding – DELETE

RE: Joint Job Evaluation

~~WHEREAS the Employer and the Union (the “Parties”) acknowledge that a Joint Job Evaluation Committee needs to be established for purposes of commencing work related to the implementation of a Pay Equity Plan;~~

~~AND WHEREAS the Parties acknowledge that this plan will require the creation a Terms of Reference document pertaining to the roles and responsibilities of the committee;~~

~~NOW THEREFORE, the Parties agree as follows:~~

~~1) A meeting of the Joint Job Evaluation Committee (equal membership for Waypoint and AMAPCEO) will occur no later than April 1, 2017 with respect to finalizing a Terms of Reference document.~~

~~*The Collective Agreement Bargaining Teams recommend the attached (draft) terms of reference be accepted by the Joint Job Evaluation Committee.~~

~~2) The Joint Job Evaluation Committee will commence work on the creation of a Gender Neutral Job Evaluation Tool no later than June 1, 2017.~~

~~3) The Joint Job Evaluation Committee will commence project planning work no later than October 1, 2017 as it relates to expected timelines for completion of:~~

- ~~• Communication with bargaining unit members;~~
- ~~• Collection of job content information from incumbents and managers;~~
- ~~• Establishing the plan, process and responsibilities for completion of job evaluation ratings;~~
- ~~• Establishing the plan and approach for a re-consideration process.~~

Housekeeping Items

References of “Hospitals of Ontario Pension Plan” throughout Collective Agreement to be changed to “Healthcare of Ontario Pension Plan”.

The parties agree to undertake a general housekeeping edit of the Collective Agreement to fix formatting, typos, and any other minor errors.