

IMPLEMENTATION AGREEMENT

BETWEEN

THE PARTICIPATING LOCAL UNIONS OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

Listed in Appendix "A"
(hereinafter called the "Union")

AND

PARTICIPATING HOSPITALS

Listed in Appendix "A"
(hereinafter called the "Hospitals")

Whereas the parties have entered into a Memorandum of Conditions for Joint Bargaining dated July 6, 2021; and

Whereas the Sheehan Board of Arbitration issued its award resolving all central matters on November 3, 2022 and that the term for the renewal collective agreements negotiated between the parties pursuant to the aforementioned Memorandum of Conditions for Joint Bargaining shall be the period beginning September 29, 2021 up to and including September 28, 2023; and

Whereas it is now the desire of the parties to confirm the manner of implementation and the format of the renewal Collective Agreements.

The parties agree as follows:

1. All Collective Agreements between the Union and the Hospitals shall be in accordance with one of the formats to be attached as Appendix "B". The particular format or formats appropriate in respect of a local hospital and union shall be determined on the basis of their respective bargaining unit description or descriptions.
2. Local Hospitals and Unions shall incorporate in the designated location both the central and the local agreed and awarded issues, as well as those existing central and local provisions, which have not been amended.
3. Any purported settlement of any central issues referred to in Appendix "C" of the Memorandum of Conditions for Joint Bargaining made by any Hospital and Local Union is null and void.

4. The amendments to the central issues in the renewal Collective Agreement as set out under the Sheehan award shall be effective November 3, 2022 unless otherwise specified.
5. All wage increases, adjustments and other monetary improvements provided for in this agreement shall be retroactive to the effective date of such increase or adjustment. For greater clarity, it is understood that retroactive paid hours shall include the fourteen percent (14%) in lieu of benefits allowance paid to part-time employees.

Retroactive pay will be paid on a separate cheque/deposit where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque/deposit, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the expiry date of the previous agreement (September 28, 2021) and to all new such employees hired since that date. Payment is to be made within three (3) full pay periods of the date of the award (i.e. November 3, 2022).

In the event an eligible employee shall have terminated his/her employment since September 29, 2021, the Hospital shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Hospital and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employee making such claim.

6. The wage rates for all employees and classifications in Schedule "A" shall be increased by the following general wage increases (in addition to any adjustments negotiated or awarded locally):

1% effective September 29, 2021

1% effective September 29, 2022

7. The parties agree to form an implementation committee within thirty (30) days of the signing of this agreement composed of an equal number of representatives from the respective central negotiation committees of the Hospitals and Union. The purpose of the Committee will be to assist Local Unions and Hospitals in the finalization of the renewal Collective Agreements. The Implementation Committee shall be empowered to resolve any difficulties or problems, as it may in its discretion see fit and appropriate, and any agreement reached by the Implementation Committee shall be binding on the respective Hospital and Local Union concerned.
8. Hospitals and Local Unions which have not concluded their local issues negotiations shall finalize and execute a renewal collective agreement no later than six (6) weeks following the date of the local issues award or settlement. In the case of a dispute

between a Hospital and Local Union on the terms of the renewal of the Collective Agreement, such dispute shall be referred to the Implementation Committee no later than six (6) weeks following the date of the local issues award.

9. The local parties shall identify specifically the basis of any such dispute by completing the form attached hereto as Appendix "C" when referring an unresolved dispute to the Implementation Committee. Any dispute so referred to the Implementation Committee shall be resolved within a further period of thirty (30) days, unless extended by mutual agreement amongst the members of the Committee.
10. In the event that the Implementation Committee fails to reach agreement on a dispute concerning the finalization of the Collective Agreement, either party may refer the matter to arbitration.
11. The Local Parties shall print and distribute copies of the renewal Collective Agreement and shall forward a copy (electronic copy if available) of their renewal Collective Agreements to the Central Negotiating Committees no later than four (4) weeks following the date of the execution of the collective agreement.

Dated at Toronto, Ontario this 15th day of November, 2022

For the Participating Local Unions

M. AS
Sharon Richer
Deputy Chair
Suzana Hollingworth
Kevin
Calvin Campbell
Susan Kelly
John Jackson
Assembly
Judy Bain
Emilie W

For the Participating Hospitals

JBL
Fully

Walt

Frank Hill

Stella Yeadon

Robert McKenna

Renee

APPENDIX “C”

IMPLEMENTATION PROBLEM # _____ OUT OF _____

BETWEEN

HOSPITAL NAME _____

AND

CUPE LOCAL _____

Existing Provision

Hospital’s Position

Union’s Position

Signed at _____ this _____ day of _____.

FOR THE UNION

FOR THE HOSPITAL

One copy of each implementation problem must be forwarded to both the Hospital’s and the Union’s Implementation Committees.