

## **AGREED TO ITEMS**

**for the Negotiations of the Collective Agreement  
Expired September 28, 2021**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 139**

(Hereinafter referred to as the “Union”)

-and-

**THE NORTH BAY REGIONAL HEALTH CENTRE**

(Hereinafter referred to as the “Employer”)

*Subsequent to items agreed to on February 22, 2022 and whereas the parties met and bargained on May 2, 2023, these are the agreed to items as of May 2, 2023.*

**Agreed to Items for the Renewal of the Collective Agreement Expired September 28, 2021**

**Between:** CUPE and Its Local 139 (the “Union”)

-and-

North Bay Regional Health Centre (the “Employer”)

---

**LETTERS OF UNDERSTANDING**

**LOU Re:** 12 Hours Work Schedules – **Renew**

**LOU Re:** 12 Hours Work schedules for Dispatchers – **Renew**

**LOU Re:** 12 Hour work Schedule for Registered Practical Nurses in the Patient Care Services Department – **Renew**

**LOU Re:** 12 Hour Work Schedule for Ward Clerks in the emergency Department and for Clerk Typists in Patient Food Services – **Renew**

**LOU Re:** Third Weekend – **Delete**

**LOU Re:** 12 Hours Work Schedule DSW – **Add**

**LOU Re:** Averaging Agreement – **Agree not to add to existing or new LOUs but to continue to follow and work on mutually agreeable language**

**LOU Re:** Master Rotation – **Agree to Add**

**Agreed to Items for the Renewal of the Collective Agreement Expired September 28, 2021**

**Between:** CUPE and Its Local 139 (the "Union")

-and-

North Bay Regional Health Centre (the "Employer")

---

**LETTER OF UNDERSTANDING  
BETWEEN  
NORTH BAY REGIONAL HEALTH CENTRE  
AND  
CUPE LOCAL 139**

**RE: 12 HOUR SCHEDULES FOR DEVELOPMENTAL SERVICE WORKERS**

A 12-hour work schedule for Developmental Service Workers within a department/unit shall be introduced when;

- (a) After having reviewed two (2) proposed schedules for two (2) weeks in advance of the vote. Eighty percent (80%) of the affected employees in the Unit so indicate by secret ballot vote. The Hospital and the Union shall conduct the vote.
- (b) The Hospital agrees to implement the compressed work week. The agreement to implement shall not be unreasonably withheld.

Trial Period:

The changes required to effect the 12 hour schedule will initially be for a trial period not to exceed 26 weeks. The new schedule will begin at a mutually agreed upon date.

The trial will be monitored according to established criteria on a regular basis.

Paid Holidays:

The employee who is required to work on a paid holiday and works the majority of his hours on the paid holidays will be paid at the rate of time and one-half for all hours worked on such tour. All statutory holidays taken but not worked will be paid on the basis of a 7½ hour shift.

Continuation and Discontinuation:

A 12-hour work schedule may be discontinued in any Unit when:

- (a) Eighty percent (80%) of the employees in the Unit so indicate by secret ballot.
- (b) The Hospital because of:
  - a. Adverse effects on patient care
  - b. Inability to provide a workable staffing schedule, or;
  - c. Other reasons which are neither unreasonable nor arbitrary; states its intention to discontinue the 12-hour work schedule.

When notice of discontinuation is given by either party in accordance with the terms of this Letter of Understanding, the parties shall meet within two (2) weeks of giving notice to review the request for discontinuation.

**Agreed to Items for the Renewal of the Collective Agreement Expired September 28, 2021**

**Between:** CUPE and Its Local 139 (the "Union")

-and-

North Bay Regional Health Centre (the "Employer")

---

Where it is determined that the 12 hour-hour work schedule will be discontinued, affected employees shall be given ninety (90) days' notice before the schedules are amended.

Scheduling:

(a) No more than three (3) consecutive extended shifts shall be scheduled, unless mutually agreed upon between the employee and his/her immediate Supervisor.

(b) No split shifts.

(c) At least two (2) consecutive days off shall be scheduled between a period of shifts.

(d) Full-time employees will receive one (1) weekend off in two (2).

(e) An employee shall not be required to work more than two (2) weeks of nights to be followed by at least one (1) week of the day shift unless necessary to achieve other scheduling objectives.

(f) At least 48 consecutive hours off to be scheduled following a period of night shifts when changing to day shifts.

(g) A request for a change in posted time schedules must be submitted 48 hours in advance, in writing by the employee requesting the change, and co-signed by the employee willing to exchange days off or shifts of duty. It is understood that such scheduled changes or days off initiated by the employee are subject to the approval of the Hospital and shall not result in premium pay for either employee.

(h) An employee shall be scheduled off duty for a period of not less than five consecutive days at either Christmas or New Year's. In the event of a dispute, seniority shall govern. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15 and January 15.

Overtime:

Overtime will be paid at the rate of time and one-half for all work performed in excess of fifteen (15) minutes reporting time following the end of the 12-hour tour.

Lunch and Rest Periods:

For each 12-hour tour there will be forty-five (45) minutes of paid break and forty-five (45) minutes of unpaid break, during the tour.

Signed at North Bay this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_

\_\_\_\_\_

**Agreed to Items for the Renewal of the Collective Agreement Expired September 28, 2021**

**Between:** CUPE and Its Local 139 (the "Union")

-and-

North Bay Regional Health Centre (the "Employer")

---

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NORTH BAY REGIONAL HEALTH CENTRE**

**AND**

**CUPE LOCAL 139**

**RE: Master Rotation Voting Rights**

The parties agree that if in the course of creating a Master Rotation Schedule, the Hospital seeks the input of impacted employees through a vote, only full-time employees shall be permitted to vote. For clarity, this LOU has no impact on the Process by which a 12-hour schedule may be adopted as per the existing Letters of Understanding contained in the Collective Agreement

Signed at North Bay this \_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_

\_\_\_\_\_

---

*Whereas the parties met and bargained on May 2, 2023, these are the agreed to items as of May 2, 2023.*

**All of which is agreed, this 2<sup>nd</sup> day of May 2023.**

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_