

II AGREEMENT

BETWEEN:

**SAUGEEN MEMORIAL HOSPITAL, SOUTHAMPTON**  
(hereinafter referred to as the "Hospital")

- AND -

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as the "Union")

**FULL-TIME & PART TIME**

L 2

**APPENDIX 3**

**SALARY SCHEDULE**

**REGISTERED NURSE:**

**NEW RATES TO BE ADDED FROM THE CENTRAL AGREEMENT**

L 3

**APPENDIX 3**

**SALARY SCHEDULE**

**GRADUATE NURSE:**

**NEW RATES TO BE ADDED FROM THE CENTRAL AGREEMENT**

L 4

**APPENDIX 3**

**SALARY SCHEDULE**

**PALLIATIVE CARE/DISCHARGE PLANNER/ACTIVATION CO-ORDINATOR**

**NEW RATES TO BE ADDED FROM THE CENTRAL AGREEMENT**

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

(Previous) **ARTICLE 16 - SICK LEAVE**

Clause 16.02 and 16.09 as they apply to -

(Current) **ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY**

12.03 Preamble

1) Maximum accumulation 150 days at date of transfer to the plan.

12.03 (b)

2) On termination of employment following a minimum of five (5) years of continuous service, an employee will be paid the cash equivalent of fifty percent (50%) of accumulated sick leave credits at date of termination. This clause does not apply to employees who were discharged for just cause.

(Previous) **ARTICLE 18 - VACATIONS**

18.01 Part-Time Nurses - as it applies to -

(Current) **ARTICLE 16 - VACATIONS**

Note: Nurses who were employed as of October 23rd, 1981 shall be entitled to vacation pay on the following basis:

A nurse who has acquired seniority standing as of July 1st shall be entitled to annual vacation pay equal to six percent (6%) of remuneration received by her/him for tours worked in the Hospital during the previous twelve (12) month period.

(Previous) Note to ARTICLE 17.01 - PAID HOLIDAYS

(Current) ARTICLE 15.01 - PAID HOLIDAYS

Note: For Part-time nurses, paid holidays shall be governed by and administered in accordance with the provisions of the Employment Standards Act 1980, but shall apply to the eleven (11) holidays provided for in the Agreement.

(Previous) SCHEDULE "B"

(Current) ARTICLE 19 - WAGES - Casual Part-Time Nurses

Note: A Casual Part-time nurse who was employed as of October 23, 1981 shall qualify for each increment upon completion of 200 tours of duty in the Hospital.

L 7

**APPENDIX 5**

**LOCAL ISSUES**

BETWEEN

**SAUGEEN MEMORIAL HOSPITAL, SOUTHAMPTON**  
[hereinafter referred to as the "Hospital"]

- AND -

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

**FULL-TIME & PART-TIME**

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**APPENDIX 5**

**APPENDIX ON LOCAL ISSUES,**

**ARTICLE A - RECOGNITION**

- A - 1           The Employer recognizes the Association as the sole bargaining agent of all lay registered and graduate nurses of Saugeen Memorial Hospital engaged in a nursing capacity at its Hospital in Southampton, save and except In-Service-Coordinator, Head Nurse, persons above the rank of Head Nurse.

**ARTICLE B - MANAGEMENT RIGHTS**

- B - 1           The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by this Agreement.
- B - 2           Without limiting the generality of the foregoing, the Employer's rights include:
- (a)           The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or discharge nurses for just cause provided that a claim by a nurse that she/he has been disciplined, or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - (b)           The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
  - (c)           The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and also to select nurses for positions not covered by this Agreement.

- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

B - 3 The Employer agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C - 1 Negotiating Committee

There shall be a Negotiating Committee composed of three (3) employees of the Hospital.

C - 2 Grievance Committee

There shall be a Grievance Committee composed of three (3) representatives, one (1) of which shall be the chief representative.

C - 3 Hospital-Association Committee

This Committee shall be composed of three (3) representatives of the Union and three (3) representatives of the Hospital. The membership of the Committee may be expanded by mutual consent.

C - 4 Nurse Representatives

There shall be three (3) Nurse representatives representing both full-time and part-time.

### **ARTICLE D - UNION INTERVIEW**

D - 1 The Union interview as provided for in Article 5.06 will take place on the Employer's premises during the nurse's probationary period and the time and place will be designated by the Employer in consultation with the Local Union President.

**ARTICLE E - SENIORITY**

E - 1 The seniority lists as provided for in Article 10.02 shall be posted during November and May each year.

**ARTICLE F - SCHEDULING - HOURS OF WORK**

F - 1 The work week shall be deemed to commence at 00:01 Thursday.

F - 2 The Employer agrees to provide suitable dining room facilities.

F - 3 a) Full-Time Only: The Employer shall ensure each full-time nurse at least every second weekend off.,

b) Part-Time Only: The Employer will endeavour to schedule two **(2)** weekends off in four **(4)** for nurses working normal daily tour.

F - 4 Employees will not be required to work more than seven (7) consecutive 7.5 tours. Should an employee be required to work more than seven (7) consecutive tours, she/he shall be paid a premium as provided in Article 14.03 for the eighth and subsequent continuing tour until a day off is scheduled.

F - 5 The regular schedule shall provide for a minimum of twenty-four **(24)** hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours except in an emergency.

F - 6 The regular schedule shall provide for a minimum of fifty-five (55) hours time off when the tour of duty is changed following night shift.

F - 7 A nurse will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Year's season. Time off at Christmas shall include December 24th, Christmas Day and Boxing Day and time off at New Year's shall include December 31st, and New Year's Day. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th.

Requests for time off must be submitted by October 31st and this holiday schedule shall be posted by November 15th.

Where the scheduling in place on a unit results in at least one (1) nurse having both Christmas and New Year's off, the Hospital will endeavour to grant, on a rotational basis, the double holiday to the most senior nurse.

If she/he declines, the next most senior nurse will be offered it and the former is bumped to the end of the list for the purposes of this clause only. The following year, the next nurse on that list will be offered.

- F - 8 Requests for changes in posted time schedules must be submitted in writing at least twenty-four **(24)** hours in advance unless agreed otherwise and be co-signed by the nurse willing to exchange days or tour of duty. It is agreed that changes in posted schedules initiated by the employee and approved by the Hospital should not result in the payment of any overtime or premium payment to either the employee requesting the change or the employee willing to exchange shifts or tours of duty. Such requests shall not be unreasonably denied.
- F - 9 Scheduling arrangements in lieu of the above may be made upon the agreement of an employee or group of employees and the Employer.
- F - 10 It is understood that a weekend consists of **fifty six (56)** consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- F - 11 If employees are required to provide patient care and treatment to patients of the Hospital during their lunch or rest periods, the Employer agrees that any time so lost shall be provided to employees after such treatment **is** completed for the purpose of allowing employees concerned to finish their lunch and/or rest periods.
- F - 12 Employees shall not be required to take time off in lieu of overtime worked unless such time off is mutually agreeable to the Employer and the employee.
- F - 13 In all departments, the employees' time schedules shall be made out for a period of at least five (5) weeks and such schedule shall be posted at least two (2) weeks in advance of the first day indicated on such schedule.
- F - 14 No employee shall be responsible for acknowledging any change in the posted schedule unless notified by the supervisor in charge of such department at least forty-eight **(48)** hours before the date of change.
- F - 15 Rest Periods
- The rest periods as provided for in Article 13.01 (b) will be scheduled by the Employer during each tour.
- F - 16 (a) Full-Time Only:

A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and additional, if any, consecutive and subsequent weekends, save and except where:

- (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
- (ii) such nurse has requested weekend work, or
- (iii) such weekend is worked as the result of an exchange of shifts with another nurse.

(b) Part-Time Only:

A part-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:

- (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
- (ii) such nurse has requested weekend work, or
- (iii) such weekend is worked as the result of an exchange of shifts with another nurse.

F - 17

Extended Tours

The Hospital will maintain and achieve the following objectives in the formation of extended working schedules:

- (a) A longer daily tour (extended tour) shall be introduced for a trial period into any unit when:
  - (i) eighty percent (80%) of the full-time or regular part-time nurses in the bargaining unit so indicate by secret ballot; and
  - (ii) the Hospital agrees to implement extended tours for a trial period. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) (i) The trial period for the introduction of the longer daily tour (extended tour) shall be a period of sixteen (16) consecutive weeks.

- (ii) All nurses in the unit must work the extended tour schedule during the trial period and thereafter, if continued.
  - (iii) Concerns of either party regarding the extended tours either during the trial period or thereafter shall be addressed as soon as possible at a meeting of the Hospital and the Union.
- (c) Subsequent to the trial period, a longer daily tour (extended tour) shall be continued where:
- (i) Eighty percent (80%) of the full-time or regular part-time nurses in the unit so indicate by secret ballot; and
  - (ii) The Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (d) An extended tour implementation trial vote [referred to in Section (a)] may not be re-entertained in less than one (1) year after a trial vote was rejected in accordance with Section (a), or after a second [2nd] vote in accordance with Section (c) was rejected.
- (e) A longer daily tour (extended tour) may be discontinued when:
- (i) fifty percent (50%) of the full-time and part-time nurses from the unit so indicate by secret ballot; or
  - (ii) the Hospital because of
    - 1) adverse effects on patient care,
    - 2) inability to provide a workable staffing schedule, or
    - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the longer daily tour.
- (f) When notice of discontinuation is given by either party in accordance with provision (e) above, then:
- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

- (ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (g) (i) Nurses will be asked to work no more than four **(4)** consecutive tours.
- (ii) The Hospital will schedule alternate weekends off duty.
- (iii) Nurses will not be scheduled single days off or on duty unless by mutual consent.
- (iv) A weekend is defined as a period of time over Saturday and Sunday of at least ~~fifty-six~~, **(56)** hours after the completion of the day shift on Friday.

F - 18 Written requests for special days off will be considered by the Hospital up to one (1) week preceding the posting of the time schedule.

F - 19 Nurses working normal daily tours (according to Article 13.01), shall not be scheduled other than days and evenings or days and nights. Requests from nurses to work permanent evenings or nights shall not be unreasonably denied.

F - 20 There will be no split tours.

F - 21 Part-Time Commitment:

A regular part-time nurse's commitment to be available for work, on a pre-determined basis, will include the following conditions:

- a) available to work two (2) weekends out of three (3);
- b) available to work two (2) of the three (3) shifts;
- c) available to work as scheduled over either the Christmas or New Year's period subject to Article F-7;
- d) available to work at least two **(2)** tours per week.

F - 22 a) Part-Time Only:

All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.

- b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
  - ii) A tour will be deemed to be offered whenever a call is placed.
  - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
  - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
  - v) Provided they are qualified nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

F - 23

Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article F in its entirety applies except as amended by the following:

- a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- b) Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- c) No part-time nurse will be scheduled up solely on tour(s) which are comprised of less than 7.5 hours in any period, except where such arrangements are requested by the nurse.
- d) Nurses, working tours comprised of less than 7.5 hours, shall not be scheduled to work more than six (6) consecutive tours. If a nurse is required to work on a seventh (7th) consecutive and subsequent tour, then she/he will receive premium payment for each tour so worked until a day off is scheduled.



**ARTICLE G - UNION LEAVE FOR UNION BUSINESS**

- G - 1 Leave of absence will be granted to not more than two (2) employees at any one time for a total period not exceeding forty **(40)** work days in any one **(12)** calendar year, provided that requests for such leave shall be made by the Union to the Director of Nursing not less than seven (7) days prior to the requested commencement of such leave.

**ARTICLE H - SICK LEAVE**

- H - 1 Employees who report sick must notify the Hospital at least one **(1)** hour before the start of the shift. Such reporting will only be required once at the start of the illness. Employees must report to their Department Head whenever possible within reasonable time prior to their reporting for duty.

**ARTICLE I - PAID HOLIDAYS**

- I - 1 For purposes of Article 15.01 the following shall be the designated days:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Nov. 11th
2nd Monday in June	Christmas Day
July 1st	Boxing Day

- I - 2 When a nurse is entitled to a lieu day as provided for in Article 15.05, she/he shall have the option of accumulating up to five (5) lieu days or to receive pay rather than a day off. Accumulated lieu days may be taken singly or consecutively at a time mutually agreed upon between the Department Head and the Nurse concerned.

The nurse must inform the Department Head one (1) month in advance of the effective date of the schedule if she/he elects pay rather than a day off for working on a holiday or wishes to accumulate lieu days.

- I - 3 When a nurse is entitled to a day as provided for in Articles 15.04 (a) and (b) the Employer shall grant such day off as is mutually agreed upon between the Department Head and the employee concerned.
- I - 4 Where nurses work normal daily tours according to Article 13.01 and where a nurse is scheduled to work a weekend in conjunction with a paid holiday, the Hospital shall endeavour, where possible, to schedule the

nurse to work the paid holiday if work for a nurse is available on the paid holiday.

Unless required, where a nurse is scheduled off on a weekend in conjunction with a paid holiday, the Hospital will schedule the nurse off on the paid holiday.

## **ARTICLE J - VACATIONS**

J - 1 Vacation entitlement shall be calculated as of July 1st in any year.

J - 2 a) The vacation period shall be from July 1st to June 30th of each year and employees shall be granted vacations requested in accordance with seniority.

b) The use of seniority for vacation preference can only be exercised until April 1st of each year. No vacation time shall be granted between December 21st and January 5th.

J - 3 Employees will be notified of their vacation period two (2) weeks prior to May 1st in the vacation year.

J - 4 Pay cheques which would normally be issued while the employee is on vacation, will be given out in advance of the employee's holiday period, provided they are requested, in writing, at least two (2) weeks in advance of the vacation time.

J - 5 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report following vacation.

J - 6 Vacation days may be taken as one (1) day or as any multiple thereof.

J - 7 A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.

J - 8 Each nurse may schedule up to two (2) weeks vacation between the periods of July 1st and September 1st.

If requested in writing to the Director of Patient Care, vacation entitlement up to the nurses maximum entitlement may be scheduled during this period. Such request shall not be unreasonably denied.

J - 9 Part-Time Only:

Part-time nurses will receive their vacation pay following the first (1st) complete pay period in July of each year.

### **ARTICLE K - BULLETIN BOARD**

K - I The Hospital will provide a bulletin board for the purpose of posting of notices by the Union.

### **ARTICLE L -JOB SHARING**

L - 1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the **two (2)** nurses and the Head Nurse of the Unit.
- c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- d) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- f) Coverage:
  - (i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (ii) Vacation. Maternity Leave. and other Leaves pursuant to

Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

h) An incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

j) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE M - PREPAID LEAVE PLAN

M - 1 Effective April 1, 1989, one (1) full-time nurse and one (1) part-time nurse shall be eligible to enter the prepaid leave plan each year. The parties further agree that no more than one (1) full-time and one (1) part-time nurse from the Hospital with no more than one (1) nurse per unit may be absent at any one (1) time.

**ARTICLE N - MISCELLANEOUS**

- N -1        When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable **work**.
  
- N -2        The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
  
- N -3        The Hospital will provide scrub gowns/clothing at no cost to the nurse, if she/he **so** requires in Emergency/Operating/Recovery Room.
  
- N -4        A nurse shall not be scheduled on call/standby on her/his regularly scheduled weekends off or on vacation unless requested by the nurse.

**LETTER OF UNDERSTANDING**

BETWEEN

**SAUGEEN MEMORIAL HOSPITAL, SOUTHAMPTON**  
(hereinafter referred to as the "Hospital")

-AND-

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as the "Union")

**RE: SCHEDULING COMMITTEE**

The parties agree to establish a Scheduling Committee.

It shall consist of three (3) members from the Union and up to three (3) representatives from the Hospital. This committee shall be called by mutual agreement of the parties. There shall be representation from full-time and part-time nurses on the committee.

SIGNED THIS 28<sup>th</sup> DAY OF July, 1997.

**FOR THE HOSPITAL:**

Carol Gough  
[Signature]  
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\_\_\_\_\_

**FOR THE UNION:**

[Signature]  
Employment Relations Officer  
[Signature]  
Gayle Boudreau RN  
Zelda Doll RN

**LETTER OF UNDERSTANDING**

BETWEEN

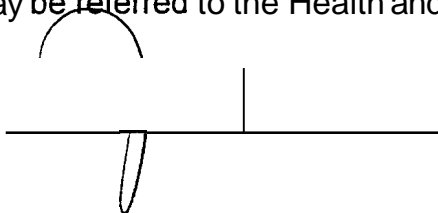
**SAUGEEN MEMORIAL HOSPITAL, SOUTHAMPTON**  
(hereinafter referred to as the "Hospital")

-AND-

**ONTARIO NURSES ASSOCIATION**  
(hereinafter referred to as the "Union")

**RE: VIOLENCE IN THE WORKPLACE**

The Hospital will continue its current policies and procedures dealing with violence in the workplace, and these policies and procedures may be reviewed and discussed at the Hospital/Association Committee as necessary, and in accordance with the policies and procedures such matters may be referred to the Health and Safety Committee.



**FOR THE HOSPITAL:**

Carl Gault

Kit Sayer

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**FOR THE UNION:**

[Signature]  
Employment Relations Officer

[Signature]

Gayle Boudreau RN

Zenda Doll RN

**LETTER OF UNDERSTANDING**

BETWEEN

**SAUGEEN MEMORIAL HOSPITAL, SOUTHAMPTON**  
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**-AND-**

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as the "Union")

**RE: STANDBY**

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\_\_\_\_\_

*Carl Gaud*

\_\_\_\_\_

*Kit Lopez*

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**FOR THE UNION:**

*[Signature]*

\_\_\_\_\_

Employment Relations Officer

*[Signature]*

\_\_\_\_\_

*Deborah Tucker RN*

*[Signature]*

\_\_\_\_\_

*Gayle Buchanan RN*

*[Signature]*

\_\_\_\_\_

*Zinda Dall RN*

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**SIGNING PAGE - LOCAL ISSUES**

SIGNED AT SOUTHAMPTON, ONTARIO THIS 28<sup>th</sup> DAY OF July, 1997.

**FOR THE HOSPITAL:**

Carol Coughlin  
Kit Lopez  
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\_\_\_\_\_

**FOR THE UNION:**

[Signature]  
Employment Relations Officer  
[Signature]  
A. Bouchard  
Jinda Pall