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COLLECTIVE AGREEMENT

BETWEEN

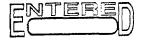
LOUISE MARSHALL HOSPITAL, MOUNT FOREST (hereinafter referred to as "the Hospital")

- AND -

ONTARIO NURSES ASSOCIATION (hereinafter referred to as "the Association")

FULL-TIME a PART-TIME

INDEXED



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APPENDIX 4

SUPERIOR CONDITIONS

(FUIL-TIME) - SENIORITY

Nurses shall continue to accumulate seniority when a nurse is absent with pay or without pay including absences under Article 11, Leaves of Absence.

AMBULANCE DUTY

Nurses on ambulance duty shall be paid time and one-half (1½) for all hours spent outside her/his regular scheduled day where the duty commences after the regular day or on a day off with a minimum guarantee of four (4) hours at time and one-half (1½).

CHARGE NURSES

The Hospital shall, when no nursing management personnel are on duty, designate a nurse to be in charge on afternoon, night and weekend shifts. Aside from the present charge nurse who is to be paid in accordance with the Letter of Understanding appended to this Agreement, a nurse designated in charge shall be paid a premium in accordance with the rate stipulated in Article 19.04 (d) of the central full-time Collective Agreement. Such premium shall be effective from March 29, 1985. Upon renewal of the Collective Agreement, this premium may be subject to negotiation between the parties as a local issue unless the parties agree to refer the matter to central bargaining.

APPENDIX 5

LOCALISSUES

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST [hereinafter referred to as the "Hospitai"]

- AND -

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

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APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

A - 1 <u>Fuil-Tima</u>:

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Louise Marshall Hospital, Mount Forest, save and except Co-ordinators, persons above the rank of Co-ordinator, and persons regularly employed for not more than twenty-four (24) hours per week.

Part-Time:

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Louise Marshall Hospital in Mount Forest, regularly employed for not more than twenty-four (24) hours per week, save and except Co-ordinators and persons above the rank of Co-ordinator

- A 2 The word "nurses" when used in this Agreement shall mean persons included in the Bargaining Unit as set out in Clause A 1.
- A 3 "Co-ordinator" when used in this Agreement shall mean persons excluded from the Bargaining Unit as set out in Clause A 1.

ARTICLE B - MANAGEMENT RIGHTS

- B 1 The Association acknowledges that it is the exclusive function of the Hospital to:
 - maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rubs and regulations;
 - (b) hire, promote, demote, transfer, discipline or suspend nurses, to discharge any nurses for just cause, provided that a claim by a nurse that the discipline, suspension or discharge was without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- operate and manage its operation in accordance with its commitments and responsibilities, decide on the number of nurses needed, establish job classifications, the schedule of work, decide on regular and overtime assignments of work, work methods, the extension, curtailment or cessation of operations and the right to set standards of performance.
- B 2 The Hospital will not exercise its rights or make or enforce regulations in a manner contrary to the **provisions** of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C - 1 The parties agree that nurse representatives and committee members as provided for in Article 6, may be from either the full-time or part-time Bargaining Unit, and shall represent both Bargaining Units. It is understood that the total number of nurses as nurse representatives or committee members shall not exceed the following:

(a) Nurse Representatives

Two (2) nurse representatives.

In the event **a** nurse representative is **not** readily available in a designated area, another nurse representative **or** another **member** of the Bargaining Unit may substitute **on** a temporary basis.

(b) Negotiating Committee

There shall be a Negotiating Committee of up to three (3) nurses, representing both Bargaining Units.

(c) Grievance Committee

There shall be a **Grievance** Committee of up to three (3) nurses, representing both Bargaining Units.

(d) <u>Hospital-Association Committee</u>

This Committee shall be comprised of three (3) members representing both **Bargaining Units of the** Association and three (3) members representing the Hospital.

C - 2 Association Interview

The interview period provided for in Article 5.06 will normally be scheduled during the nurse's formal orientation period, The Hospital will provide a suitable room for this purpose upon request.

ARTICLE D - SENIORITY LIST

D - 1 The seniority list as provided in Article 10.02 will be filed with the Association and posted on the Association bulletin board in January and June of each year.

<u>ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS</u>

- E-1 As provided for in the Central Agreement, the cumulative total leave of absence for Association business shall be forty (40) days (including both full-time and part-time nurses) during the calendar year subject to the following conditions:
 - (a) The Association will notify the Hospital in writing at least two (2) weeks in advance of the requested leave.
 - (b) No more than three (3) nurses shall be absent at any one time.
 - (c) The granting of leave shall be subject to the staffing requirements of the Hospital. The Hospital shall not be unreasonable in denying a request on this basis.

ARTICLE F - SCHEDULING REGULATIONS

- F 1 The Hospital agrees to maintain the following regulations in *the* formation of working schedules for nurses employed on a seven and one-half (7½) hour tour rotation and required to rotate:
 - (a) The day shift will be the first [1st] shift of the day,
 - (b) Nurses wilt not be scheduled to work more than seven (7) consecutive tours. If a nurse is scheduled to work the night tour, she/he shall not be scheduled to work more than six (6) consecutive nights.
 - (c) Work schedules will be posted four (4) weeks in advance and cover a four (4) week period.

- (d) No split shifts.
- The Hospitalwill endeavour to schedule every second [2nd] week-end off but will schedule no less than two (2) week-ends off in four (4). A nurse shall be paid in accordance with Article 14.03 of the Collective Agreement for all hours worked on the third [3rd] and subsequent week-ends worked until she/he receives a week-end off, save and except where:
 - 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 shift with another nurse.

A weekend is defined as being 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.

- Requestfor change in posted time schedules shall be arranged by the nurse and the *nurse* willing to exchange days off c tours of duty and shall be subject to the approval by the Hospital. Such approval shall not be unreasonably denied. In any event, it is understood that such a tour of duty initiated by the nurse shall not result *in* overtime compensation,
- (g) Full-Time: A nurse will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days.
- (h) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled shift and the starting time of the next scheduled shift when changing shifts.
- (i) When the work schedule is originally pasted under Article F 1 (c), it shall provide for a minimum of forty-seven (47) hours time off when the tour of duty is changed following night duty.
- (j) A part-time nurse who requests to work a specific tour (except on day tour) on a permanent basis shall be granted such request whenever possible. Nurses presently working permanent shifts shall continue to do so unless the nurse requests to rotate.

(k) A nurse may request to work:

i) <u>Full-Time:</u>

- two (2) shifts, either days and evenings or days and nights, which shall be scheduled as, at least fifty percent (50%) on the day shift for full-time nurses; or
- the afternoon or the **night shift** on **permanent** basis. Nurses presently working permanent shifts shall continue **to do** so unless the **nurse** requests to rotate.

Such a request will not be unreasonably denied. Conflicts in requests shalt be **resolved** in accordance with Hospital-wide seniority.

ii) Part-Time;

Nurses may request to work **two** (2) shifts, e.g. days and evenings or days and nights. Such **requests** will **not be** unreasonably withheld. The day shifts available shall be divided equitably amongst the regular part-time nurses.

- A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's except in areas which are not normally required to work on weekends and paid holidays. Time off at Christmas shall Include Christmas Eve Day, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve and New Year's Day. The normal scheduling conditions shall be waived between December 15th and January 8th to accommodate this special arrangement.
- (m) Nurses shall alternate having Christmas and New Year's off each year.
- (n) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked not in compliance with the above regulations.
- (o) The **above** scheduling regulations may be waived upon the agreement of a **nurse** or a group of nurses and the Hospital.

Where it is necessary to waive these provisions to accommodate a newly developed pattern the Employment Relations Officer will be involved in any agreement.

(p) Far the purpose of clarity, the shift premium as specified in Article 14.10 of the Central Agreement, the normal dally tours are:

Day Tour _ 0700 hours to 1500 hours Evening Tour _ 1500 hours to 2300 hours Night Tour _ 2300 hours to 0700 hours.

For the purpose of clarity, the weekend premium, as specified in Article 14.15 of the Collective Agreement, will be paid for all time worked during the period of 2300 hours Friday and 2300 hours Sunday.

(q) All work-available on a unit at the time the initial shift schedule is posted will be distributed as equitably as possible amongst the regular part-time nurses assigned to that unit.

All regular part-time nurses will be scheduled up to their commitment before any casual part-time nurses are utilized.

Additional tours which subsequently become available will be offered to regular part-time nurses on the unit on the basis of seniority and availability up to their commitment before being offered to casual part-time nurses, provided that such tours do not result in overtime or premium payment.

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 to casual nurses, subject to the following:

- 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 and agreed that the Hospital will not be required to offer tours which would result in overtime of premium pay and that acceptance of such tours will not result in a change in status from regular part-time to full-time.
- 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.

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 - 2 Full-Time: - Lieu Time Off for Overtime Worked

The equivalent time off referred to in Article 14.09 of the Collective Agreement may be accumulated to thirty-seven and one-half (37½) hours. When thirty-seven and one-half (37%) hours have been accumulated any time over and above the thirty-seven and one-half (37%) hours that is subsequently earned must be taken within twenty-one (21) calendar days. Time off is to be taken at a time mutually agreed to by the nurse and the Hospital. All overtime hours accumulated and not used by the end of the fiscal year (April 1st) shall be paid out.

F - 3 Introduction and Discontinuation of Extended Tours

- a) Extended tours shall be introduced for nurses when:
 - eighty percent (80%) of the nurses in the full-time Bargaining Unit and eighty percent (80%) of the nurses in the part-time Bargaining Unit so indicate by secret ballot; and
 - the Hospital agrees to implement the **extended** tours; such **agreement shall** not be **withheld** in **an** unreasonably **arbitrary** manner.
- b) Extended tours may be discontinued in any event when:
 - fifty percent (50%) of the nurses in the two (2) Bargaining Units so indicate by secret ballot; α
 - ii) the Hospital bemuse of:
 - i) the criteria as attached to the Agreement;
 - ii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- When written notice of discontinuation is given by either party in accordance with paragraph(b) above, then:
 - the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

- where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- d) There will be an ongoing evaluation of the extended tour program.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period, a second [2nd] vote will be taken in accordance with F - 3 (a).

F - 4 Where nurses wish to work Extended Tours, the terms will be negotiated prior to implementation. All premiums contained in Article 14 will apply.

F- 5 Four (4) Hour Tours

- a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum.
- b) There shall be an equitable distribution of such tours among the parttime nurses in each unit.
- (c) Tours scheduled in the OR/RR and Day Surgery wilt be considered four (4) hour tours for the purpose of equitable distribution of tours and cancellation of all or part of a tour.

ARTICLE G - PAIDHOLIDAYS

G - 1 In accordance with Article 15.01 of the Collective Agreement, the paid holidays are as follows:

New Year's Day

Heritage Day (3rd Monday in Feb)

Cood Friday

Thenks giving

Good Friday Thanksgiving Day

Easter Monday 2nd Monday in November Victoria Day Christmas Day

Canada Day (July 1st) Boxing Day

- G 2 <u>Full-Time</u>: In accordance with Article 15.06 of the Collective Agreement, such lieu day off must be taken within thirty (30) days before or ninety (90) days following the holiday. Such lieu days off to be selected by the nurse and supervisor by mutual agreement.
- G 3 The Hospital shall endeavour to schedule nurses such that nurses scheduled on a paid holiday shall also be scheduled to work the weekend of the paid

holiday and nurses who are scheduled off on the paid holiday shall also be scheduled off on the weekend.

- G-4 The Hospital will endeavour to schedule each nurse to work no more than four (4) holiday weekends in each year, exclusive of the Christmas and New Year's period,
- G 5
 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed work performed on a holiday for the full period of the tour.

ARTICLE H- VACATIONS

- H 1 In accordance with Article 16.01 of the Collective Agreement, all nurses shall be entitled to vacations with pay based on length of service with the Hospital a3 of June 30th of each year.
- H 3

 It is understood and agreed that the Hospitalwill give every consideration to the nurse's preference as to the timing of their vacation, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacation.
- H 4 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such date.
- Vacation lists for the period May 15th to November 14th shall be posted no later than March 1st each year and shall remain posted for the period of one (1) month and then withdrawn. Finalized vacation schedules will be posted one (1) month later. AH vacation periods will be arranged with the Director of Patient Care Services or delegate with consideration being given to the nurse's preference on a seniority basis and to the needs of the area. The Hospital shall not be unreasonable in denying a request for vacation on the basis of the needs of the area.
- H 6 Vacation lists for the period November 15th to May 14th shall be posted no later than September 1st each year and shall remain posted for a period of one (1) month and then withdrawn. Finalized vacation schedules will &e posted one (1) month later. All vacation periods will be arranged with the Director of Patient Care Services or delegate with consideration being given

to *the* nurse's preference on a seniority basis and to the needs of the area. The Hospital shall not be unreasonable in denying a request *for* vacation on the basis of the needs *of* the area.

- H-7 Requests for vacation received in writing by the Director of Patient Care Services or delegate following the withdrawal of the vacation lists will be considered in the order in which they are received. It is understood that *first* consideration will be given to nurses who have indicated their preference *for* vacation on the vacation list prior to it being withdrawn.
- H 8

 Full-Time: In exceptional circumstances vacation pay which would normally be issued while the nurse is on vacation will be given out in advance of the nurse's vacation period, provided they are requested, in writing, at least two (2) weeks in advance of the vacation time.

<u>part-Time</u>: The Hospital shall continue its practice of paying vacation pay in each pay cheque.

H - 9 There will be no vacation carry over, except by mutual consent.

ARTICLE I - MISCELLANEOUS

- I 1 The Hospital will provide a bulletin board for the purpose of posting of notices by the Association. Such notices must be submitted to and approved by the Administrator or his designate, prior to pasting. Such approval will not be unreasonably withheld.
- 1-2 a) The Hospitalwill notify the Local Contact Person of *the* names of all nurses off work, if a nurse *is* off work, due to a work related injury or when a nurse goes on L.T.D.
 - When it has been medically determined that a nurse 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 Contact Person to discuss the circumstances surrounding the nurse's return to suitable work.
 - c) The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- 1 3 Any error in pay cheques amounting to seven point five (7.5) hours or more in pay shall be paid by separate cheque as soon as possible after notification

unless waived by the affected nurse. Errors of less than seven point five (7.5) hours pay shall be corrected on the next pay cheque.

1 - 4 <u>Uniforms</u>

The Hospital will continue its practice of providing and laundering scrub uniforms to all-nurses assigned to the operating *room*, recovery room, delivery room, emergency and to nurses whose uniforms are soiled.

ARTICLE J - PRE-PAIDLEAVE PLAN

J-1 The number of nurses that may be absent at any one time under this plan is a maximum of two (2) nurses from both the full-time and part-time units combined.

ARTICLEK - PART-TIME COMMITMENT

- K In accordance with Article 2.04, the regular part-time commitment shall be:
 - a) To work at least two (2) scheduled weekends in four (4).
 - To work all three (3) scheduled day, evening or night shifts, except for those nurses permanently employed on specific shifts.
 - To be available for at least three (3) scheduled tours per week.
 - To be available to work as scheduled over either Christmas or New Year's subject to Article F 1 (k).

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:
 - 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 on the schedule shall be determined by mutual agreement between the two (2) nurses and the Director of Patient Care Services or delegate.

- The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement. In any event, it is understood that the tour of duty initiated by the nurses shall not result in premium compensation.
- 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 £ paid holidays that a full-time nurse would be required to work.

f) Coverage:

- 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 Patient Care Co-ordinator or delegate, 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 Director of Patient Care Services of her/his delegate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

9) <u>Implementation</u>:

- i) 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 Agreements.
- ii) Any incumbentfull-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.

iii) If one (1) 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.

h) 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.

i) Where the job sharing partner *agrees* to cover her/his partner's vacation, they shall not form part of any vacation quota. Where *the* job sharing partner is not able to cover her/his partner's vacation, the partner requesting vacation will be included in the vacation quota.

SIGNING PAGE - LOCALISSUES

DATED AT MOUNT FOREST, ONTARIO, THIS <u>20</u> DAY OF <u>(Antahen)</u>, 1997.

FOR THE HOSPITAL:	FOR THE ASSOCIATION:
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	Employment Relations Officer
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LETTER OF UNDERSTANDING

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST [hereinafter referred to as the "Hospital")

AND

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

RE: PERMANENT CHARGE NURSE

As long as the Hospital has assigned a permanent charge nurse to E.O.R., C.S.R., and O.R., she/he shall receive a differential of one dollar and twenty cents (\$1.20) per hour,

FOR THE HOSPITAL:

FOR THE ASSOCIATION:

Employment Relations Officer

Andrew

CRITERIA FOR

<u>OF EXTENDED TOURS</u>

For a trial period of sixteen (16) weeks.

Assessment to be made at the end of eight (8) and sixteen (16) weeks.

ASSESSMENT

to include:

- Standards of patient care
- Medication errors
- Incident reports
- Absenteeism
- Overtime
- Scheduling incidents and problems incurred with relief staffing
- Attendance at in-service education sessions in on duty and off duty time.
- Turnover rate and reasons
- Individual evaluations
- Tabulation of comments from patients, physicians, and other Hospital departments.

All other conditions contained in the Collective Agreements (Full-Time and Part-Time) will remain in force and effect.

OF UNDERSTANDING

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST [hereinafter referred to as the "Hospital"]

- AND -

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

RE: LOCAL PRESIDENT

It is understood *that* where the Collective Agreement refers to Local President, it will be interpreted to mean the designated Local Contact Person, who *is* an employee of Louise Marshall Hospital.

DATEDAT MOUNT FOREST, ONTARIO, THIS 20_DAY OF (Octaber), 1997.

FOR THE HOSPITAL:	FOR THE ASSOCIATION:
M. bolon	John Cance
· · · · · · · · · · · · · · · · · · ·	Employment Relations Officer
a anderson	Jan author
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	Lunine & Dien
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LETTER OF UNDERSTANDING

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST [hereinafter referred to as the "Hospital"]

-AND-

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

RE: ONTARIO NURSES' ASSOCIATION ORGANIZATIONAL TRANSFORMATION COMMITTEE

The parties agree to waive the inclusion of the Association Business Leave Days granted to Ms. Virginia Byers to attend Organizational Transformation Committee business for the duration of this Collective Agreement.

DATED AT MOUNT FOREST, ONTARIO THIS 20 DAY OF (Colone) -, 1997				
FOR THE HOSPITAL:	FOR THE ASSOCIATION:			
91 - boton	John Vance			
11 1 e	Employment Relations Officer			
Homa	annt			
•	L. Vinne Lune			

LETTER OF INDERSTANDING

BETWEEN

LOUISE MARSHALL HOSPITAL, MOUNT FOREST [hereinafter referred to as the "Hospital"]

- AND -

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

RE: VIOLENCE IN THE WORKPLACE

The Hospital agrees to develop a Policy on Violence in the Workplace with participation of a Union Representative during the term of this Collective Agreement.

FOR THE HOSPITAL:

FOR THE HOSPITAL:

FOR THE ASSOCIATION:

Employment Relations Officer

War Curtue

Allegania Services