

AGREEMENT

Between

**HEALTH AND HOSPITAL CORPORATION
OF MARION COUNTY**
DIVISION OF PUBLIC HOSPITALS
dba/WISHARD HEALTH SERVICES

And

AFSCME LOCAL 2065
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, Council 62, AFL-CIO

Effective November 1, 2004
Through October 31, 2008



HEALTH AND HOSPITAL
CORPORATION
OF MARION COUNTY



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**ARTICLE I
RECOGNITION**

AGREEMENT

THIS AGREEMENT becoming effective this 1st day of November, 2004, by and between the Health and Hospital Corporation of Marion County, Division of Public Hospitals, Wishard Health Services (hereinafter referred to as the "Hospital") and Local 2065 of THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Council 62, AFL-CIO, (hereinafter referred to jointly and severally as the "Union").

PREAMBLE

As authorized by the recognition agreement of 1973, AFSCME/Council 62 and the Hospital have reached the following Agreement. This Agreement is designed to promote an orderly, constructive and cooperative relationship between the Union and the Hospital. This agreement is subject to the approval of the Board of the Health and Hospital Corporation of Marion County, Indiana.

WITNESSETH THAT:

It is agreed by and between the parties hereto as follows:

Section A. Representation Units The parties recognize that it is in the public interest, as well as the interests of employees and employers covered by any collective bargaining act, to avoid multiplicity and/or proliferation of bargaining units. To this end, the Hospital has established an employee classification system on a hospital-wide basis for all employees to reflect the broadest lines of organization. The parties further recognize hospital-wide employee classifications as the most appropriate bargaining units. Accordingly, the Hospital agrees to recognize Local 2065 of the American Federation of Hospital, County and Municipal Employees, AFL-CIO, Indiana Council 62 as the exclusive bargaining agent for a bargaining unit including:

All regular full-time, part time with benefits employees in service, maintenance, office, and technical jobs.

The Hospital retains the right to determine and designate the classification of employees on a hospital-wide basis, provided the Hospital further agrees to include other regular full-time, part-time with benefits employees as an accretion to this unit who the Wage and Salary Section of the Hospital determines performs the same work as the employees currently covered by this Agreement, and further agrees not to remove regular full-time employees from the bargaining unit solely due to a change in their method of compensation.

**ARTICLE 2
DUES AND REPRESENTATIONAL FEES**

Section A. The Hospital recognizes AFSCME/Council 62's right to have voluntary dues checkoff for each bargaining unit employee covered by this agreement. Upon receipt of an employee's written authorization, on forms provided by the Union, the Hospital shall deduct from such employee's wages on the pay day of each bi-weekly pay period designated by the Hospital, the AFSCME/Council 62 dues and remit them to the duly authorized representative of AFSCME/Council 62, together with a list of names of the employees from whose pay deductions were made.

Section B. The employer agrees to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (PEOPLE) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deduc-

tions made pursuant to this provision promptly to the Union, together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

Section C. AFSCME/Council 62 agrees to hold the Hospital free from any and all liability of any kind in connection with, or resulting directly from, dues fee collection except for ordinary diligence and care in transmittal of the monies to AFSCME/Council 62.

Section D. Although no employee of the Hospital need become nor remain a member of the Union to secure or retain employment, the Hospital recognizes the right of the Union to require its members to remain members for the duration of this Settlement and to enforce compliance by its members with such a requirement through procedures outside of this Settlement.

Section E. The Hospital will not solicit resignations from the Union nor make any comments intended to discourage membership.

Section F. At new employee orientation, a Human Resources representative will make new hires aware of this agreement.

Section G. The Hospital shall provide copies of this article to potential bargaining unit employees upon request.

ARTICLE 3 UNION REPRESENTATION

Section A. Stewards.

1. The Union will notify the Human Resources Department of the names of Stewards. Stewards will be designated by the Union. Where no Steward is available, the Union may designate another employee temporarily to fulfill the responsibilities of the Steward.

2. Stewards are authorized to investigate, prepare and process written grievances, as well as attendance grievance meetings.

3. Stewards and Chief Stewards shall not be released from their regular duties in excess of two (2) hours per pay period to perform the authorized duties in Section A (2) above. However, time spent by Stewards in grievance meetings with management and any other type of meetings called by management will not be charged against the cap established in this Section.

4. Stewards shall be released from their regular duties in order to attend union steward training. They shall request and upon receiving approval from their supervisor, to be released from their work for such training. Time spent by Stewards in training shall be the minimum amount of time necessary (no more than 2 days annually), and shall be unpaid by the hospital unless the Steward uses accrued paid time off.

Section B. Chief Stewards and Local Union Presidents.

1. The Union will notify the Hospital of the districts and names of Chief Stewards and Local Union Presidents. Chief Stewards and Local Union Presidents will be designated by the Union.

2. Chief Stewards or Local Union Presidents are authorized to do the following and may be paid for same under the provisions of Section E(3):

- a. investigating, preparing and processing grievances and attending grievance meetings; and
- b. representing employees at pre-deprivation meetings.

3. The Union President shall be released from his or her regular duties for four (4) hours per week to perform the authorized duties in Section A (2) above. However, time spent by the President in grievance meetings with management and any other type of meetings called by management will not be charged against the cap established in this Section.

Section C. Council 62 Representatives

The Union will provide written notification to Vice President for Human Resources and Public Affairs (or designee) of the names of Council 62 Representatives. Council 62 Representatives will be designated by the Union and shall not exceed a total of thirty (30).

Section D. AFSCME Representatives.

1. The Union will notify the Vice President for Human Resources and Public Affairs (or designee) of the names of AFSCME Representatives. AFSCME Representatives are not Wishard employees.

2. AFSCME Representatives may represent employees at grievance meetings and will normally interface with management at any step of the Grievance Procedure.

The Union shall indemnify and hold the Hospital harmless from any worker's compensation claims by the employee arising during or as a result of the employee's activities off-site union activities. The Union agrees to indemnify, defend and hold harmless the Hospital, its agents, officers and employees, from all claims and suits, including court costs, attorney fees, and other expenses, caused by act or omission of the Council 62 Representative, Local Union President, or Chief Steward in conjunction with activities authorized by this Article.

Section E. General Provisions.

1. The activities of Stewards, Chief Stewards, Local Union Presidents, Council 62 Representatives or AFSCME Representatives, while acting as such on Hospital property, shall be limited to those activities authorized by this Settlement.
2. Except when they are engaged in the activities authorized by this Settlement, Stewards, Chief Stewards, Local Union Presidents and Council 62 Representatives shall continue at their regular work in the same manner as other employees. When Stewards, Chief Stewards, or Local Union Presidents are required to leave their regular duties for attending grievance meetings and representing employees at meetings or as otherwise expressly authorized by this Settlement, they shall request and upon receiving approval from their supervisor, be released from their work. Time spent by Stewards, Chief Stewards, or Local Union Presidents in authorized activities under this Settlement, shall be the minimum amount of time necessary to perform the specific function.
3. Under no circumstances shall paid time be used by employees for activities that violate I.C. 35-44-2-4 or any other State or Federal law or regulation including, but not limited to the following:
 - a. political activity
 - b. union administrative activity prohibited by rules, laws or other orders
 - c. other functions unrelated to hospital operations.
4. When entering a work site, for activities under this Settlement, Stewards, Chief Stewards, Local Union Presidents, Council 62 Representatives, or AFSCME Representatives shall make their presence known to the supervisor or manager responsible for that work site before conducting any discussions with employees in the area. Stewards, Chief Stewards, Local Union Presidents, Council 62 representatives, or AFSCME Representatives shall comply with all operational

and security policies in effect at the work site. If a grievant cannot be released for a discussion, the supervisor and union representative will agree on a specific future time for a Union Representative to return.

5. The Hospital will not pay overtime compensation or allow for the accrual of compensatory time off to Stewards, Chief Stewards, Local Union Presidents or Council 62 Representatives for time spent on activities described in this Settlement. The Hospital will not pay for any travel expenses or subsistence expenses incurred by Stewards, Chief Stewards, Local Union Presidents, Council 62 representatives for time spent on activities described in this Settlement.

6. Concerns regarding the recording or use of time under this Article shall be handled directly between the Union and the Human Resource Director's designee.

ARTICLE 4 RIGHTS AND FUNCTIONS OF MANAGEMENT

Section A. Nothing contained in this Settlement shall in any way infringe upon, limit, condition or control the exercise of management vested in the Hospital by any constitution, statute, Indiana Administrative Code, executive order or decision of any court of law.

The failure to mention any right of management expressly herein shall in no way be the basis of any inference that such right of management does not remain in the Hospital's sole and exclusive discretion.

The management of the covered employees and the direction of its working force are vested exclusively and solely in the Hospital and shall not in any way be abridged, except as provided for in this Agreement. The Hospital in the exercise of its functions of management (a) shall have the right to direct its employees; (b) to hire, promote, transfer, assign, classify and retain employees in positions within the covered departments and to discharge, suspend, discipline, or demote employees for just cause; (c) to release employees because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the hospital operations entrusted to it and to establish policy; (e) to determine the work methods, means and quality and personnel by which such operations shall be conducted; (f) to make rules and regulations for the conduct of employees and safety of the work force; (g) to determine an applicant's and employee's prior work experience, training, demonstration of relevant skills, ability or knowledge, performance record and seniority as an employee of the covered departments; and (h) to take whatever actions necessary to carry

out the mission of the public agency as provided by law. The exercise of any of these rights of management shall not be used for the purpose of discrimination or injustice against any employee solely because of his activity in or on behalf of the Union. The union will be notified in writing if a bargaining unit job classification has a substantial change in job duties resulting in the removal of the classification from the bargaining unit.

The scope of recognition herein granted to the Union is specifically limited by the provisions of Section 5 of the Board of Trustees of the Health and Hospital Corporation of Marion County, Indiana, Resolution No. 3 (1970), as amended, which Section 5, entitled "Rights of Recognized Employee Organizations", is set forth as follows:

A. When an employee organization has been recognized as the representative of employees in an appropriate unit, it shall be entitled:

- (1) to act on behalf of all the employees in the unit and shall be responsible for representing the interests of all the employees in the unit without discrimination and without regard to employee organization membership;
- (2) to be given the opportunity, upon request of the employees, to be represented at discussions between administrative officials or their representatives concerning grievances, personnel practices or other matters affecting general working conditions of the employees in the unit, subject to the conditions set forth in subsections 5(B)(2) and (c) below;
- (3) to call, and be represented on, an equal representation committee meeting with administrative officials for the purpose of negotiating written recommendations to the Board of Trustees on matters concerning grievances, personnel practices, and general working conditions of employees in the unit, but such privilege shall not be construed to extend to such areas of discretion and policy as the mission of the Corporation, its budget, including wages and salaries of Corporation employees, the organization and assignment of Corporation employees, the technology of performing work of the Corporation, any matters governed by federal, state or local government law or regulation, and any of the rights or responsibilities retained by the Corporation as set forth in Section 5(B)(1) below. Such recommendations shall be reduced to writing and submitted to the Board of Trustees for approval or rejection.

Section B. Any agreement entered into between the Board of Trustees and an employee organization is subject to the following requirements:

(1) Administrative officials retain the right and responsibility (a) to direct employees of the Corporation, (b) to hire, promote, transfer, assign and retain employees in positions, and for just cause to suspend, demote, discharge or take other disciplinary action against employees, (c) to release employees because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the operations entrusted to it and to establish policy; (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the Corporation.

(2) Administrative procedures for the handling of employee grievances shall contain the following provisions and conditions: (a) Any grievance and arbitration procedure shall extend only to the interpretation or application of Corporation policy and not to changes in or proposed changes in Corporation policy; (b) For employees covered by the settlement agreement with the Union, the aggrieved employee or employees, upon request, may have only his, her or their departmental steward present at the first step of the grievance procedure, or an alternate steward of the employee's choosing in the event the departmental steward is absent due to vacation, sick leave or other approved absence or in the event such alternate steward is on his or her own time (non-working time) or there is a request by the local president and such process does not interfere with the orderly and efficient operation of the Department and the work of the grievant; they may have, upon request, one additional employee representative, the President of the employee organization, present at the second and all subsequent steps of such grievance procedure; they may have, upon request, one additional employee organization representative present at the third and subsequent steps of such grievance procedure. The right to make the final determination of the individuals present at the various steps of the grievance procedure is vested exclusively in the Corporation so as not to interfere with the orderly and efficient operation of the Corporation and its facilities and personnel practices. Grievances are to be distinguished from the administrative fact-finding procedures relative to discipline. The latter are not initially subject to the grievance procedure, and the representatives set forth above shall have the right to be present during administrative fact-finding procedures relative to discipline, but employees may timely file written grievances if they dispute the disciplinary action, if any, taken; and (c) Procedures established may include provisions for the arbitration of grievances which (1) shall be advisory in nature with any decisions or recommendations subject to the approval of the Board of Trustees, (2) shall be invoked only with the approval of the individual employee or employees concerned.

(3) Nothing in any agreement shall require an employee to become a

member or to remain a member of an employee organization or to pay money to the employee organization. The requirements of this Section shall be expressly stated in any agreement entered into between the Board of Trustees and an employee organization.

ARTICLE 5 SENIORITY

Section 1. Orientation Period. To permit new employees to adapt themselves to their positions, become acquainted with procedures, and to permit department heads to determine from actual job performance the suitability for such positions, all new employees will serve a one hundred twenty-two (122) calendar day new employee orientation period, and their retention as an employee during this period shall be entirely within the discretion of the Hospital and not subject to review through the Grievance Procedure. This new employee orientation period may be extended up to one hundred eighty (180) workdays to complete performance standards as defined by management. If new employees are retained after completing their new employee orientation period, their length of continuous service shall date back to their latest date of employment.

Section 2. Length of Seniority. Seniority (length of service in continuous employment) shall date from the first day an employee reports to work for continuous employment with the Employer.

Section 3. Termination of Seniority. The seniority of the employee shall terminate under any of the following conditions:

1. When he/she has been laid off for a period of more than twelve (12) months.
2. When a laid off employee fails to give notice of his intention to return within forty-eight (48) hours after the Department has sent to his/her last known address a certified letter requesting his/her return. In order to receive the benefits of this Agreement, the employee must have on file with the Department his or her current address.
3. When he/she gives notice but fails to return to work within one (1) week after the aforesaid letter has been sent to him/her.
4. When he/she resigns his/her employment with the Department.
5. When he/she is discharged for a just cause.

6. When he/she violates the conditions of his/her leave of absence.
7. When he/she violates Article III.

Section 4. Layoff and Recall. In the event of a reduction in the working force for other than disciplinary reasons, seniority shall be applied by job classification within the Department, in accordance with the following procedure:

1. Employees serving in their orientation period within the job classification affected by the layoff shall be the first to be laid off, providing that employees with seniority within the job classification have the necessary skill and ability to perform the available work.
2. Employees with seniority within the job classification affected by the layoff shall be laid off in accordance with the following factors:

- a. Seniority;
- b. Ability;
- c. Training or experience; and
- d. Past performance and attendance.

Whereas between two or more employees being considered for layoff, and factors "b" through "d" are equal, then factor a. shall govern and the employee with the least seniority shall be the first to be laid off. Employees shall be recalled from layoff in reverse order from that described above, that is, the last employee to be laid off shall be the first employee to be recalled.

When a permanent layoff for lack of work will occur, the Hospital shall notify the Union reasonably in advance, in order that an agreement on the application of the layoff procedure may be reached.

Section 5. Temporary Layoff. Any layoff for a period not exceeding ten (10) working days shall be considered a temporary layoff, and the provisions of Section 4 of this Article regarding seniority shall not apply to temporary layoffs.

Section 6. Promotions. Employees will be considered for promotion to higher-rated job classifications within a Department covered by this Agreement in accordance with the following procedure. It is intended that the best qualified employee be promoted to the higher-rated job classification.

In the event the Department Head, with the review of the Human Resources Department, determines that a permanent vacancy exists in a job classification within the unit and Department represented by the

Union to be filled by promotion, such job shall be posted by the Department Head on the bulletin boards within the Department for a period of at least one hundred twenty (120) hours in order that any employee within the Department interested in promotion to such job may express an interest with the Department Head. The employee must complete an application to be considered for the posted position. The failure of the employee to complete an application on a posted position eliminates the employee's right to apply for the posted position until it is re-posted at some future date. The posting will include the job classification, the rate range for the job, the shift and the job requirements.

Employees will be considered in accordance with the following criteria:

1. Seniority;
2. Ability;
3. Training or experience; and
4. Past performance and attendance.

Whereas between two or more employees being considered for promotion, and factors "2" through "4" are equal, then factor "1" shall govern.

Employees who express an interest in the vacancy will be notified of selection or rejection within a reasonable period of time by the Department of Human Resources.

Employees may apply for only one (1) job title at a time, and the successful applicant on any job posting must hold his/her new classification for a minimum of ninety (90) working days before being eligible to apply for another classification.

Section 7. Lateral Transfers. Any employee of one Department desiring to transfer to any other position in any other Department of the Hospital (including entry level positions) shall apply in the Department of Human Resources for such transfer, specifying the position sought on forms furnished by the Department of Human Resources. At such time as there shall be a vacancy in a position so requested and the vacancy is not filled as provided in Section 6 above, the Department shall notify the Department of Human Resources and such job shall be posted by the Department of Human Resources on the designated bulletin boards for one hundred twenty (120) hours. After the one hundred twenty (120) hour period has elapsed, the Department Head shall review all of the applications on file from present employees together with applications from other persons responding to the posting. The Department Head shall hire the applicant who is the most qualified. In the event two applicants are equal, current employees shall be offered the vacant position before outside hires, and more senior employees shall be offered the vacant position before a junior employee with equal qualifications. All transfers must be approved by the receiving Department Head and Administration

before the Department of Human Resources will approve the transfer. If the Department deems the transferred employee's performance in the new position inadequate during the ninety (90) days following the transfer, the Department shall transfer the employee back to his/her original position if it is then available, and if such occurs the employee shall retain his/her original seniority date. If the original position is not available, the employee may be assigned the next available position for which he/she is deemed qualified.

Section 8. Intra-Departmental Transfers. Nothing contained in this Agreement shall prevent the Department in accordance with the Administration and Human Resources guidelines from making transfers within any classification, shift or from one classification or shift to another, all without regard to seniority, for the purpose of meeting the needs of the Department or in an emergency.

ARTICLE 6 NON-DISCRIMINATION

Section A. To the full extent required by applicable law, there shall be no discrimination, intimidation, coercion, or harassment by the Hospital or by the Union against any employee because of that employee's sex, race, color, national origin, religion, age, disability, sexual preference or because of union activity or membership or lack of same. For example, employees occupying the same job classification will not have differing assignments based solely on their gender, unless there is a Bona Fide Occupational Job Qualification (BFOQ), which is understood to include clinical determinations.

Section B. No action taken by the Hospital to fulfill any obligation it has under any federal, Hospital, local law, regulation or executive order shall constitute a violation of this Article and Settlement.

Section C. The parties agree to cooperate with one another in fulfilling their respective legal obligations under all anti-discrimination and equal opportunity laws.

ARTICLE 7 AFFIRMATIVE ACTION

Section A. It is the policy of the Hospital to take whatever affirmative action is necessary to offer equal employment opportunity without regard to race, creed, color, sex, age, religion, national origin, disability, or sexual preference. All personnel actions such as recruitment, selection, placement, testing, training programs, promotions and transfers, layoff and recall, termination, disciplinary action, social and recreational programs, all employee benefits and compensation are equally applied. No applicant who is otherwise qualified will be denied employment or any benefits or privileges thereof by reason of his or her disability. Further, all statements made herein are to be interpreted as consistent with the Americans with Disabilities Act, including but not limited to reasonable accommodations.

The hospital's policies are subject to and incorporate the provisions of Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, the Family and Medical Leave Act and such other federal and state employment laws applicable to the Hospital.

ARTICLE 8 HARASSMENT

The hospital is committed to providing a working environment which is free of harassment. Harassment is any unwelcome or offensive conduct that, if continued or persistent, may have the effect of disrupting or interfering with another's work performance or has the effect of creating an intimidating or hostile environment. It includes sexual harassment.

Harassment can result from a broad range of actions which might include but are not limited to the following:

- (a) Unwelcome sexual advances or any verbal or physical conduct of a sexual nature toward visitors, patients or employees,
- (b) Ethnic jokes,
- (c) Religious slurs,
- (d) Degrading or slang terms,
- (e) Insults or degrading jokes, comments or references to a person's mental or physical capabilities whether work related or personal.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct, or other forms of communication (e.g., e-mail and Internet) of a sexual nature when:

- (1) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such individual, or
- (3) such conduct has the effect of creating an intimidating, hostile or offensive work environment.

Also prohibited is retaliation against an employee for any of the following reasons:

- (a) Having complained to management about objectionable conduct;
- (b) Having requested that an employee or supervisor stop objectionable conduct whether directly at the employee or another;
- (c) Refusing to tolerate or participate in objectionable conduct, whether directed at the employee or another;
- (d) Providing witness statements as part of the investigation of an allegation of harassment.

Retaliation includes any conduct which could constitute harassment, but also includes expressing hostility toward or openly and expressively ignoring or rejecting an employee.

All employees are responsible to conduct themselves in ways that ensure others are able to work in an atmosphere free from harassment. This includes all media of communication including e-mail.

Harassment based on an employee's race, religion, color, sex, age, national origin, veteran's status, or disability is not only against hospital policy but is illegal. Employees who fail to conduct themselves appropriately will be subject to disciplinary action, including termination. Additionally, harassment based on sexual preference will not be tolerated by the hospital.

Any employee who believes he has been harassed or witnesses harassment by a member of the organization shall report the incident to the Human Resources Department. The Vice President for Human Resources and Public Affairs or designee will investigate allegations of harassment made by employees, visitors and customers of the hospital employees of the Human Resources Department.

Wishard Health Services expects employees who are victimized by harassment to make a prompt claim so that a timely investigation will occur. Consequently, the employee is expected to make such a complaint within thirty (30) days of its occurrence. Upon receipt of the complaint, a representative of the Human Resources Department (or the Vice President for Human Resources and Public Affairs, if appropriate) will conduct a

ARTICLE 9 DISCIPLINARY ACTION

thorough investigation of the matter. Statements will be taken from the complaining party as well as the alleged harasser and any supporting witnesses. The person investigating will attempt to complete its initial investigation within thirty (30) days, and report back to the grievant as to the initial assessment of the situation and the proposed course of action. (No notice will be provided where the grievant chooses to remain anonymous.) After completing the initial investigation, Wishard Health Services will proceed forward with a proposed resolution of the grievance. A proposed resolution will be presented normally no later than ninety (90) days after the complaint is first received. If the investigation confirms that evidence exists that harassment occurred, Wishard Health Services will impose appropriate discipline upon the harasser which may include termination of employment. If Wishard Health Services concludes that no harassment occurred, then no discipline will be imposed. In the event that the grievant is dissatisfied with the proposed resolution, the grievant may make a direct appeal to the Vice President of Human Resources and Public Affairs (or designee). The appeal should be in writing, list the specific grounds of protest and submitted within thirty (30) days after receipt of notice of the proposed resolution. The appeal will be evaluated and a response provided within thirty (30) days after receipt of the appeal.

To avoid embarrassment in discussing sensitive matters, complaints are treated in strict confidence and only those people with a need to know will be involved in the investigation. It may be necessary in the course of the investigation to disclose the name of the person making the complaint so a fair investigation can take place. However, under no circumstances will Wishard Health Services permit retaliation against the grievant or others in any fashion for raising or confirming the accusation of harassment.

Reported incidents of alleged harassment involving medical staff members or other physicians will be referred to the Chief of Service involved for investigation and necessary action. Reported incidents of alleged harassment involving medical students will be referred to the Indiana University Associate Dean for Student Affairs for investigation and necessary action. The Human Resources Department will investigate allegations of harassment when received from employees and visitors. Patient complaints of harassment will be investigated by Wishard Health Services Administration (Patient Relations) and the Human Resources Department.

The intent of this policy is to maintain a working environment free of abusive or offensive treatment. Any violation of this harassment policy by a hospital employee is considered severe and can result in discipline up to and including termination.

Section A. The parties recognize the authority of the hospital to take appropriate disciplinary action for just cause.

Section B. An employee who is being interviewed regarding an incident that is under investigation will be told if she/he is the subject of the investigation, and that the employee may request a Union Steward or another available employee who is not a subject of the same investigation to witness the interview. If, as the interview progresses, the employee becomes a subject of the investigation, the employee will be so advised and will be afforded the opportunity to request a Union Steward or another available employee, of the employee's choice, who is not a subject of the same investigation to witness the remainder of the interview. Any employee being interviewed during an investigation shall be informed that said interview does not constitute a disciplinary meeting. The witness will be allowed to attend without loss of pay.

Section C. Whenever it is determined that a suspension, demotion or dismissal may be appropriate, a pre-deprivation meeting shall be held with the employee at which the employee shall be entitled to union representation. Employees, other than those on leave or suspension, who are going to be the subject of a pre-deprivation meeting, shall have the meeting conducted during their scheduled work time or immediately adjacent to it. Pre-deprivation meetings will not be conducted on a day the affected employee is on a pre-scheduled vacation, or pre-approved compensatory day, or sick/medical leave unless the pre-deprivation meeting is for an alleged act of gross misconduct. Reasonable notice of at least forty-eight (48) hours shall be given to the employee prior to this meeting.

Reasonable notice shall include the reasons disciplinary action is contemplated and her/his right to union representation or to have another available employee, of the employee's choice, witness the meeting. The representative must be requested and notified by the employee. No pre-deprivation meeting shall proceed without the presence of the requested representative, if available. The representative may be a Steward, a Chief Steward, Local Union President, Council 62 representative, or another available employee of the employee's choice so that scheduling of the pre-deprivation meeting shall not be delayed. The employee will be provided an opportunity to respond and explain any mitigating circumstances during the meeting. No final determination of the case shall be made prior to this meeting with the employee. The employee will be notified of the results of the pre-deprivation meeting in writing within five (5) days after

the decision is made. If the local Union President, or union designee, provided representation during the pre-deprivation meeting, they will also receive a copy of the results, upon request.

Section D. Disciplinary action for incidents, other than those which result in a suspension, demotion or dismissal, shall be initiated and implemented within thirty (30) calendar days of the incident or knowledge thereof, which resulted in discipline unless the Hospital determines an investigation of a longer duration is necessary. Discipline, when invoked, will normally be progressive in nature; however, the Hospital shall maintain the right to invoke a penalty, which is appropriate to the seriousness of an individual incident or situation. Disciplinary actions shall not be intentionally delayed for the purpose of intimidating an employee. Disciplinary actions shall be supported by timely and accurate investigation. The Hospital shall formally notify the employee in writing of disciplinary action. The notice shall include his/her right to appeal the action through the grievance procedure.

Section E. Nothing in this Article shall prohibit the Hospital from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of the Hospital, such action is warranted. In such instances, the pre-deprivation meeting may be conducted within forty-eight (48) hours except when the timeframe would require a weekend hearing.

Section F. The hospital shall not consider, for the purpose of discipline, documentation of a counseling after the employee has worked one (1) year subsequent to the counseling if the employee has not been further disciplined. The hospital shall not consider, for the purpose of further discipline, documentation of a written reprimand after the employee has worked two years (2) years subsequent to the issuance of the reprimand, if the employee has not been further disciplined. The hospital shall not consider, for the purpose of further discipline, documentation of a suspension after the employee has worked three (3) years, subsequent to the suspension, if the employee has not been further disciplined. It is understood that counseling unrelated to performance of the duties of the job are disciplinary actions and are subject to the grievance procedure.

ARTICLE 10 GRIEVANCE PROCEDURE

Grievances concerning terminations, demotions, suspensions and final warnings shall be initiated at Step II of this procedure. All grievances must be filed within ten (10) working days from the action or incident.

It is the intent of this procedure to resolve employee's grievances at the earliest step of the procedure. During dispute resolution (grievance) meetings, it is in the best interest of all to maintain a willingness to listen and share information concerning the grievance. Appeals to the next step of the grievance procedure must be made within ten (10) working days of the notification to the Union.

Step I: The employee must submit their alleged grievance in writing to the Human Resources Department. The employee may discuss their alleged grievance with the Employee Relations Manager. The Employee Relations Manager or designee will notify the immediate supervisor and the union president of the filing of the grievance. Upon notification of the grievance, a meeting will be scheduled by the Employee Relations Manager or designee. The meeting will include the immediate supervisor, the employee and the union steward. The immediate supervisor shall investigate the employee's grievance and respond to the grievance in writing as soon as possible and not to exceed ten (10) working days from the scheduled meeting. Grievance responses will be forwarded to the Employee Relations Manager or designee. The Employee Relations Manager or designee will distribute the Step I response to the union steward.

Step II: If the grievance is not resolved at Step I of the procedure the employee may proceed to Step II. Appeals will be made to the Employee Relations Manager or designee via the union steward. The grievant and/or union steward must indicate on the grievance form why the grievance was not resolved at Step I of the procedure. Appeals to the next step of the procedure must be made within ten (10) working days from the notification to the union president of the Step I decision.

The Employee Relations Manager or designee will notify the Department head or designee of the grievance. The Department head or designee will schedule a meeting with the employee and the union steward within ten (10) working days from receipt of the grievance. The Department head will respond to the grievance in writing to the Employee Relations' Manager or designee as soon as possible and not to exceed ten (10) working days from the scheduled meeting.

Step III: If the grievance is not resolved at Step II of the procedure the employee may proceed to Step III of said procedure. Appeals will be made to the Employee Relations Manager or designee in writing stating the reasons why the grievance was not resolved at Step II.

The Employee Relations Manager or designee will notify the department's respective Vice President of the grievance. The Vice President will schedule a meeting with the AFSCME's union representative, the union presi-

dent, and employee within ten (10) working days from receipt of the grievance. The Vice President will respond to the grievance in writing as soon as possible and not to exceed ten (10) working days from the scheduled meeting.

Arbitration: If resolution of the grievance is not accomplished at Step III, the employee and the Union must notify the hospital in writing within ten (10) working days of receipt of the Step III response of its intent to submit the grievance to arbitration. This notification must be sent to the Human Resources Department, Labor Relations Manager. Upon receipt of such notification, the parties shall contact the Federal Mediation and Conciliation Service to submit a panel for selection of an arbitrator, pursuant to its rules and regulations. The arbitrator shall have no authority to delete from, add to or modify the Union Agreement. Any decision of the Arbitrator shall be advisory to both parties. Should the Arbitrator decide in favor of the union, and should the Hospital decide against the Arbitrator's decision, the parties shall have a further obligation to meet and discuss the Arbitrator's advice in a final attempt to resolve the grievance. The expense of such arbitration shall be borne equally by the Hospital and the Union.

ARTICLE 11

STRIKES AND RELATED INTERRUPTIONS OF WORK

Section A. The Hospital is entitled to terminate the employment of any employee who participates in, threatens, or encourages any strike, slowdown, work stoppage, other interruptions or interference with the activities of the Hospital, or absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment.

Section B. An employee dismissed for violation of the above conditions may not be rehired by the Hospital.

Section C. Any employee organization that participates in, threatens, or encourages any strike, slowdown, work stoppage, or other interruption or interference with the activities of the Hospital, shall cease to be accorded recognition under the recognition and shall cease to receive organizational membership dues collected by paycheck withholding.

Section D. No recognition or organizational membership dues collected by paycheck withholding shall be accorded any such employee organization for a period of one (1) year.

ARTICLE 12

INFORMATION PROVIDED TO THE UNION

Section A. Seniority Lists.

The Hospital shall prepare and provide to the Union a Hospital-wide union quarterly seniority report sorted by department within the hospital, classification and work location. This report shall be prepared at the end of the first pay period in July, October, January, and April and in anticipation of any layoff.

Section B. Personnel Information

The Hospital agrees to provide the Union, upon request, information outlined in the access to Public Information Act.

The Union shall be provided when possible with a copy of the Hospital's telephone books and maps.

ARTICLE 13

ACCESS TO HOSPITAL PREMISES BY UNION STAFF

When entering the Hospital for authorized activities under this Settlement Agreement, Stewards, Local Union Presidents, Council 62 Representatives, Chief Stewards or AFSCME representatives shall make their presence known by reporting to the Human Resources Department when he or she first comes onto the premises. The Representative must state the nature of their union business and state the approximate duration of their visit. The union representatives must report to Human Resources before conducting any discussions with the employees or management representatives of the hospital. The authorized Representatives of the union (as defined above) shall be permitted access to the Hospital's non-patient areas for the limited purpose of processing written grievances or attending a management - labor meeting. The use of the Hospital's facilities by the employee organization which has been granted recognition is determined exclusively by the Hospital and must not interfere with the orderly and efficient operation of the Hospital and its facilities. The employee organization must abide by the Hospital's policies, rules and regulations.

ARTICLE 14

BULLETIN BOARDS

Section A. The Hospital shall provide the union space for employee bulletin boards in the employee lounges (2nd floor of the hospital proper, Lockefield Village employee lounge and Midtown Community Mental

Health Center employee lounge at the largest Midtown location).

Section B. The Union shall maintain its bulletin boards.

Section C. The bulletin boards shall be for the sole and exclusive use of the Union to communicate with bargaining unit members about union business, programs, and activities and the material posted shall be limited to these purposes.

Section D. The union posting shall be restricted to bulletin boards provided for under this Settlement. Where bulletin boards currently exist and are designated by the Hospital exclusively for AFSCME use, they will remain. In locations where these bulletin boards are locked, the Union shall be responsible for the key. Where locked bulletin boards are required, the Union shall be provided space on those boards.

Section E. All materials shall be signed, dated and posted by the designated union representative.

Section F. In the event the appointing authority, or that individual's designee, determines that any posting is unrelated to union business, programs, or activities or otherwise violates this Article, she/he shall promptly notify the designated union representative who shall promptly remove the posting while the matter is pending. As expeditiously as possible, the Hospital and the Union will meet to discuss the disputed item and make a final determination.

Section G. The union may use other methods to notify employees of activities and programs such as flyers and letters sent to the employee's home or work location.

ARTICLE 15 TELEPHONE DIRECTORY

The Hospital shall publish, free of charge, the telephone numbers and business addresses of the local union offices in the Hospital telephone directory. The Union shall be provided with copies of the Hospital directory as they become available and accessible. These directories will be provided at cost.

ARTICLE 16 LABOR-MANAGEMENT COMMITTEES

Section A. Hospital-wide Labor-Management Committee.

1. The Hospital and the Union will maintain a Hospital-wide Labor-Management Committee. The parties agree to continue existing departmental Labor Management Committees.
2. The aforementioned Committees shall consist of an equal number of representatives, as mutually agreed upon by the parties, each party selecting its own representatives. The Committee will be co-chaired by a Union Representative and a Representative of the Hospital. A list of participants will be given to both the union and management one (1) week prior to the meeting.
3. The aforementioned Committees shall meet twice per year, at the request of the Union, at mutually agreeable times and places. Additional meetings may be scheduled by mutual agreement between the Hospital Human Resources Director and/or respective Department Head and the Union.
4. The parties shall exchange agenda items at least fourteen (14) calendar days prior to any scheduled meeting date and shall establish the agenda in advance of the meeting. Last minute agenda items may be addressed. If an agenda is not submitted, the meeting can be postponed by either party.
5. The purpose of the Committee is to discuss issues of mutual concern. The Hospital-wide and Department Labor-Management Committees are advisory and do not have the authority to modify this Settlement.
6. Additional Department Labor-Management Committees may be established by mutual agreement.
7. If either party is 15 minutes late or more, the meeting shall be rescheduled by the party who was late, unless mutually agreed to by the parties.
8. If there is a need to cancel or postpone the meeting by either party, notice will be given at least 2 business days prior to the meeting, unless mutually agreed to by the parties.

Section B. Hospital wide, departmental and Local Labor-Management Committees.

1. Hospital wide and Department Labor Management Committee members shall not suffer loss of pay for travel to and from and attendance at the meetings. Overtime shall not be paid and compensatory time off shall not accrue if the meeting and travel time exceed the employees regular work schedule. Travel expenses will not be reimbursed.

2. Employees scheduled by the Hospital to attend Labor-Management meetings will be allowed to request an adjustment to their work schedule so as to attend the Labor-Management meeting during regular work hours.

ARTICLE 17 UNION MEETINGS ON HOSPITAL PREMISES

Section A. Where available and where requested and approved by the Director of Human Resources in accordance with this Article, the Hospital will provide to the Union meeting space in locations normally used for employee meetings.

Section B. Where available and where requested and approved by the Director of Human Resources in accordance with this Article, the Hospital will provide the union with a larger meeting space. The Union shall make the request for meeting space to the manager of the facility reasonably in advance of the date(s) and time(s) of the Union meeting.

Section C. Union meetings shall be conducted during non-working hours; attendance at such meetings shall be on the employee's own time. Unpaid lunch breaks shall be considered non-work time.

Section D. Union meetings shall be scheduled and conducted in a manner that will not disrupt Hospital business and will be consistent with reasonable Hospital security policies.

Section E. Subject to its availability and upon approval by the Hospital, each Union local will be permitted office space in Hospital-owned property.

Section F. Where the Hospital reasonably believes there is no available meeting space or appropriate office space, it shall so notify the Union and the parties shall promptly schedule a meeting to attempt to resolve the matter.

ARTICLE 18 TIME OFF FOR UNION BUSINESS

Section A. Employees shall be allowed time off without loss of pay during working hours to attend committee meetings if such committee has been established by this Settlement and if such employees are entitled by the provisions of this Settlement to attend such meetings.

Section B. The Hospital shall not unreasonably deny requests from properly designated union members for the use of vacation, accrued compensatory time, or leave without pay when requested for the purpose of attending authorized union functions and business not otherwise covered by this Settlement. Requests for leave shall be made in advance to the immediate supervisor and copied to the Director of Human Resources so as not to unduly interfere with the operation of the agency.

Section C. An employee using leave time for Union business may have up to ten (10) such days restored if the Union agrees to reimburse the Hospital for the salary paid. These days will not be considered time worked for the purposes of calculating overtime during the week(s) in which the leave occurs. All other benefits, which normally apply to regular work time and payment, will apply under this provision.

Section D. At no time shall time off for union business exceed two (2) hours per week (including grievance meetings).

Section E. The Union President shall be granted four (4) hours per week to conduct appropriate union business as outlined in Article 3 of this agreement.

Section F. LEAVE WITHOUT PAY FOR UNION BUSINESS

An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted up to two (2) years of leave without pay. Such leave will not be unreasonably denied.

Any requests for such leave shall be submitted, in writing, by the Union to the Human Resources Director, or designee and the appointing authority.

During the period of such leave, the employee shall continue to accrue creditable service time towards seniority and bonus vacation; however, bonus vacation will not be credited to an employee's account while on leave. An employee on leave without pay shall not accrue sick, vacation or personal leave.

During the period of such leave, the employee shall be entitled to coverage under Hospital health, life insurance, and retirement programs, provided that all premiums or contributions (both Hospital and employee shares) are to be paid by the employee.

At the end of the leave, of absence the employee shall be returned to the same position, or a position at the same worksite reasonably comparable to that held at the time the leave was granted, if such position is available. Upon return from union leave, the employee's salary shall reflect any general salary adjustment, which was granted to all employees in the affected classification. The Union will notify the Hospital of the employee's intent to return sixty (60) days prior to the employee's return date.

ARTICLE 19 UNION ORIENTATION

Section A. Where an orientation program, formal or informal, is conducted for new employees in units covered by this Settlement, the local union president, or designee, shall receive advance notice and be afforded the opportunity to make a presentation, respond to questions and distribute a packet of informational material approved by the Human Resources Director or the Director's designee.

Section B. The Union shall be allowed to conduct a meeting to orient, educate and update each employee in the units covered by this settlement. Such meetings shall be for the purpose of informing employees of union membership programs and their rights and obligations under the Settlement. They shall be conducted during the employee's scheduled work time and at the work location. Employees shall be required to verify the opportunity to participate with their signature at the meetings, however, continued attendance at such meetings shall be voluntary and without loss of pay for the employees. These meetings shall take place twice a year during the life of the settlement. The Local Union President or designee and the Appointing Authority or designee will mutually agree upon the time and place of such presentation.

Section C. The Hospital shall provide the Union with a monthly report listing the new hires into job classifications covered by this settlement and their departments.

Section E. Any disputes arising under this Article shall be discussed directly between the Union and the Human Resources Director or designee.

ARTICLE 20 TRAINING

The Hospital commits to provide advance training to current employees it requires to use new technologies.

If an overtime-eligible employee is required to take training to learn new technologies necessary to retain their current position, the Hospital will compensate the employee for hours spent in that required training.

ARTICLE 21 CONTRACTING OUT AND COMPETITIVE BIDDING

The Hospital will provide thirty (30) days notice to the Union before privatizing or putting out for bid work performed by employees represented by the Union.

ARTICLE 22 PERSONNEL RECORDS

Section A. A personnel file will be retained by the Hospital and maintained by the Hospital Human Resources Department.

Section B. A copy of any material to be placed in an employee's personnel file shall be provided to the employee. An employee can place documents (through department management and/or the Human Resources Department) relevant to the employee's work performance in the personnel file. Fact file entries shall be made within thirty (30) days of the incident or knowledge thereof and shall be signed by the employee and his/her supervisor. Fact file entries shall be removed after twelve (12) months from issuance unless incorporated into or referenced in a work improvement plan or disciplinary action during that twelve (12) month period.

Section C. An employee will be permitted reasonable access to all the employee's personnel files. The union representative shall receive access to personnel files of bargaining unit members.

Personnel files shall be open for inspection by the employee and/or the employee's representative during normal business hours and a copy will be provided.

Section D. The hospital will release to the public only the information required by the Indiana Access to Public Records Act.

Section E. An employee can contest the maintenance of a document in the personnel file or the contents of a document in accordance with the provisions of the Fair Information Practice Act.

ARTICLE 23 WORK RULES

Prior to implementing new or revised rules or regulations governing the conduct and discipline of employees, the Hospital agrees that it will notify the Union two (2) weeks prior (when practical) and, upon the Union's request, meet and receive comments or suggestions about such new or revised rules and regulations. The final right to implement such new or revised rules or regulations shall, however, rest exclusively with the Hospital.

ARTICLE 24 PERFORMANCE EVALUATION

Every employee will have his/her performance appraised regularly by his/her immediate supervisor. The management of each department will determine the frequency of such appraisals. There must be at least one appraisal done on each employee during every employment year.

Employee performance appraisals will not be used as discipline. They can be used to demonstrate the employee's performance history with the Hospital.

New employees will have their performance appraised at the end of their initial orientation period and, if such orientation period is extended, at the end of an extended orientation period.

Employees who disagree with their performance appraisal shall express in writing the points of disagreement and have it placed in their permanent personnel file.

ARTICLE 25 IMPAIRED EMPLOYEE POLICY

The Hospital will be responsible for having an impaired employee policy for all employees and will publish the language in the Employee Personnel Policy Handbook. The hospital will provide a copy of the employee handbook and any subsequent handouts.

ARTICLE 26

Section A. General

The hospital recognizes its duty, as provided under applicable law, to provide and maintain a safe working environment. The Union will encourage employees to observe established safe working policies and practices.

The union president will be an appointed member of the Hospital Environment of Care Committee. The Committee responds to the CEO of the Hospital and is responsible for reviewing and monitoring the Hospital safety issues and activities. The Committee meets to discuss and review:

- Accident and illness prevention methods
- Hazards noted on inspections
- Patient/employee/visitor incident report information
- Property damage incidents
- The performance of the Environment of Care Management Plans
- The quality control activities of radiology, nuclear medicine, and pathology
- Product safety recall
- Other appropriate or pertinent subjects.

The Committee has responsibility to:

- Investigate accidents and near-accidents to prevent recurrence.
- Provide information regarding safe and healthful working practices.
- Conduct risk assessment that pro-actively evaluates the impact of buildings, grounds, equipment, occupants, and internal physical systems on patient, resident, and public safety.
- Recommend changes or actions to improve personal protective equipment and safety equipment.
- Develop or revise policies and procedures to comply with current safety and health standards.
- Establish and monitor performance indicators and evaluate annually the effectiveness of Environment Of Care Management Plans and make recommendations for improvement.

ARTICLE 27 ANTI-DISPLACEMENT

The Hospital will not terminate the employment of any permanent full-time employee in order to fill the resulting vacancy with a public assistance recipient.

ARTICLE 28
EFFECT OF AGREEMENT

This Agreement is entered into pursuant to the agreement of both parties, and constitutes the complete and entire Agreement between the parties. All rights and duties are specifically expressed in this Agreement. All prior representations, statements, negotiations, understandings, and undertakings are superseded hereby. The Hospital and the Union agree that each had unlimited opportunity to raise and negotiate any and all issues of concern covered by this Agreement. Accordingly, the Hospital and the Union jointly and unconditionally waive, for the term of this Agreement, the right to insist on the negotiation and/or renegotiation of any included or additional matters, which were or were not negotiated and/or discussed during the negotiations leading to this Agreement. Such additional negotiations and/or renegotiations may only be considered or conducted by mutual agreement of both parties.

ARTICLE 29
PRINTING OF SETTLEMENT

Prior to the final printing, the Union will be given a copy of this Settlement and supplemental to review and approve for content and form.

The Union shall be responsible for the distribution of this Settlement for the bargaining unit members. The printing shall be completed by the Hospital within forty-five (45) days following the ratification and approval by the Governing body. The Hospital and Union shall evenly split the cost of printing.

ARTICLE 30
TERMINATION

Section 1. This agreement shall become effective on November 1, 2004, and shall continue in effect until 12:00 midnight on October 31, 2008, and shall be automatically renewed thereafter unless written notice of a request to amend is given by either party to the other not less than sixty (60) days, but not more than seventy-five (75) days, prior to the expiration date. Provided, however, that if the Board of Trustees of the Health and Hospital Corporation of Marion County, Indiana shall withdraw recognition from the Union under the provisions of the Board of Trustees Resolution No. 3 (1970), as amended, then this request to amend shall specify the content of the proposed amendments.

If no understanding by the parties has been reached by the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.

Should the Board of Trustees of the Health and Hospital Corporation of Marion County, Indiana contemplate withdrawing recognition from the Union under the provisions of the Board of Trustees Resolution No. 3 (1970), as amended, the Union shall be notified and given the opportunity to meet and discuss this issue in an attempt to resolve problems prior to withdrawal.

DATED: 1/5/05

WISHARD HEALTH SERVICES LOCAL 2065 OF THE AMERICAN
FEDERATION OF HOSPITAL,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 62,
AFL-CIO


Kimberly Harper

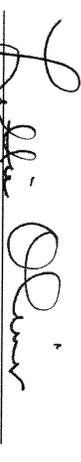
Vice President Human Resources
& Public Affairs


Sheena Owens

Hospital Union President


Lisa Harris, M.D.

Chief Executive Officer


Lettie Oliver

Associate Director, AFSCME


Matthew Gutwein

Chief Executive Officer/President