

AGREEMENT

Between

**HEALTH AND HOSPITAL CORPORATION
OF MARION COUNTY**
DIVISION OF PUBLIC HOSPITALS
d/b/a WISHARD HEALTH SERVICES

And

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

Effective November 1, 2008
Through October 31, 2012



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AGREEMENT

THIS AGREEMENT becoming effective this 1st day of November, 2008, by and between the Health and Hospital Corporation of Marion County, Division of Public Hospitals, d/b/a Wishard Health Services (hereinafter referred to as “Wishard Health Services”) and Local 2065 of THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Council 62, AFLCIO,(hereinafter referred to as the “Union”).

PREAMBLE

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

WITNESSETH THAT:

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

ARTICLE I RECOGNITION

Section A. Scope of Recognition. 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:

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) of Resolution No.3 (1970), as amended;

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) of Resolution No. 3(1970), as amended. Such recommendations shall be reduced to writing and submitted to the Board of Trustees for approval or rejection.

Section B. Representation Units. The parties recognize that it is in the public interest, as well as the interests of employees and employers, to avoid multiplicity and/or proliferation of bargaining units. To this end, Wishard Health Services has established an employee classification system on a system-wide basis for all employees to reflect the broadest lines of organization. The parties further recognize system-wide employee classifications as the most appropriate bargaining units. Accordingly, Wishard Health Services 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 and PRN employees in service, maintenance, office, and technical jobs.

Wishard Health Services retains the right to determine and designate the classification of employees on a system-wide basis, provided Wishard Health Services further agrees to include other regular full-time, part-time and PRN employees as an accretion to this unit when the Director of Human Resources determines the employees perform 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. Union Dues. Wishard Health Services recognizes the Union'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, Wishard Health Services shall deduct from the employee's wages on the pay day of each bi-weekly pay period designated by Wishard Health Services, the Union dues and remit them to the duly authorized Union representative, together with a list of names of the employees from whose pay deductions were made.

Section B. PEOPLE Contributions. Upon receipt of an employee's written authorization on forms provided by the Union, Wishard Health Services agrees to deduct from the employee's bi-weekly wages a contribution for the Public Employees Organized to Promote Legislative Equality (PEOPLE). Such authorization must be executed by the employee, and may be revoked by the employee at any time by giving written notice to Wishard Health Services. Wishard Health Services agrees to remit any deductions promptly to the Union, together with a list of employees from whose pay deductions were made, and the amount of the deduction.

Section C. Indemnification for Deductions. The Union agrees to indemnify and hold harmless Wishard Health Services from any and all liability of any kind in connection with, or resulting directly from, Wishard Health Services' deduction and collection of employee dues or PEOPLE contributions, except for ordinary diligence and care in transmittal of the monies to the Union.

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

Section E. Resignation. Wishard Health Services will not solicit resignations from the Union nor make any comments intended to discourage membership.

Section F. Employee Orientation. At Wishard Health Services' new Employee Orientation Program, a Human Resources representative will make new hires aware of this Agreement.

Section G. Copies of the Agreement. Wishard Health Services shall provide copies of this Agreement to potential bargaining unit employees upon request.

ARTICLE 3

UNION REPRESENTATION

Section A. Stewards.

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

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

Section B. Chief Stewards and Local Union Presidents.

1. The Union will notify the Director of Human Resources or designee 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 F(3):

- a. investigate, prepare and process grievances and attend grievance meetings; and
- b. represent employees at pre-deprivation meetings.

Section C. Council 62 Representatives.

The Union will provide written notification to the Vice President responsible for Human Resources (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 responsible for Human Resources (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.

Section E. Indemnification.

The Union shall indemnify, defend and hold harmless Wishard Health Services, its directors, agents, officers and employees, from and against any claim (including worker's compensation claim), liability, loss or suit, including damages, court costs, attorney fees, and other expenses, as a result of injuries or illnesses incurred by Wishard Health Services employees arising during, or as a result of, the employee's off-site Union activities.

The Union agrees to indemnify, defend and hold harmless Wishard Health Services, its directors, agents, officers and employees, from and against any claim, liability, loss or suit, including damages, court costs, attorney fees, and other expenses, caused by the acts or omissions of the Council 62 Representatives, Local Union Presidents, or Chief Stewards in conjunction with activities authorized by this Article.

Section F. General Provisions.

1. The activities of Stewards, Chief Stewards, Local Union Presidents, Council 62 Representatives or AFSCME Representatives, while acting as such on Wishard Health Services property, shall be limited to those activities authorized by this Agreement.

2. Except when they are engaged in the activities authorized by this Agreement, 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 to attend grievance meetings, to represent employees at meetings, or to engage in other activities as expressly authorized by this Agreement, they shall request approval from their supervisor to be released from their work. Time spent by Stewards, Chief Stewards, or Local Union Presidents in authorized activities under this Agreement, 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 (ghost employment)_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; or
- c. other functions unrelated to Wishard Health Services operations.

4. When entering a work site, for activities under this Agreement, 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. Wishard Health Services 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 Agreement. Wishard Health Services will not pay for any travel expenses or subsistence expenses incurred by Stewards, Chief Stewards, Local Union Presidents, or Council 62 Representatives for time spent on activities described in this Agreement.

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

ARTICLE 4

RIGHTS AND FUNCTIONS OF MANAGEMENT

Nothing contained in this Agreement shall in any way infringe upon, limit, condition or control the exercise of management vested in Wishard Health Services 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 Wishard Health Services' sole and exclusive discretion.

The management of the covered employees and the direction of its working force are vested exclusively and solely in Wishard Health Services and shall not in any way be abridged, except as provided for in this Agreement. Wishard Health Services in the exercise of its functions of management, shall: (a) have the right to direct its employees; (b) to hire, promote, transfer, assign, classify and retain employees in positions within the covered departments; (c) to discharge, suspend, discipline, or demote employees for just cause; (d) to release employees because of lack of work or for other legitimate reasons; (e) to maintain the efficiency of Wishard Health Services operations entrusted to it and to establish policy; (f) to determine the work methods, means and quality and personnel by which such operations shall be conducted; (g) to make rules and regulations for the conduct of employees and safety of the work force; (h) 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 (i) 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.

ARTICLE 5 **SENIORITY**

Section A. New Hire Introductory 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 introductory period, and their retention as an employee during this period shall be entirely within the discretion of Wishard Health Services and not subject to review through the Grievance Procedure. This new employee introductory 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 introductory period, their length of continuous service shall date back to their latest date of employment.

Section B. 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 Wishard Health Services.

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

1. When the employee has been laid off for a period of more than twelve (12) months.
2. When a laid off employee fails to give notice of the employee's intention to return to work within forty-eight (48) hours after the Department has sent a certified letter to the employee's last known address requesting that the employee return to his/her prior job or a similar job. In order to receive the benefits of this Agreement, the employee must have on file with the Department his/her current address.
3. When the employee gives notice of his/her intent to return but fails to return to work by the return to work date stated in the letter.
4. When the employee resigns his/her employment with the Department.
5. When the employee is discharged for a just cause.
6. When the employee violates the conditions of his/her leave of absence.

Section D. Layoff and Recall. In the event of a reduction in the workforce 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 new employee introductory 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.

If two or more employees are 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, Wishard Health Services shall notify the Union reasonably in advance, in order that an agreement on the application of the layoff procedure may be reached.

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

Section F. 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 internal 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, skills, or experience; and
4. Past performance and attendance.

If two or more employees are being considered for promotion, and factors "2" through "4" are equal, then factor "1" shall govern. Employees who complete an application will be notified of selection or rejection within a reasonable period of time by the Human Resources Department. 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 G. Lateral Transfers. Any employee of one Department desiring to transfer to a position covered by this Agreement in any other Department (including entry level positions) shall apply in the Human Resources Department for such transfer, specifying the position sought on forms furnished by the Human Resources Department. 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 Human Resources Department and such job shall be posted by the Human Resources Department on the designated bulletin boards for one hundred twenty (120) hours. Upon expiration of the one hundred twenty (120) hour period, 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 before the Human Resources Department will approve the transfer. Once in the new position, the Department must meet with the transferring employee and provide written feedback on his/her performance after thirty (30) and sixty (60) days in the new position. If, after ninety (90) days, the Department deems the transferred employee's performance in the new position to be inadequate, the Department shall transfer the employee back to his/her original position, if it is available. 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. If no position is available, the employee will be placed on an unpaid leave of absence, up to thirty (30) days, pending an available position. The employee is responsible for notifying the Human Resources Department of positions for which the employee is interested and qualified.

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

ARTICLE 6

NON-DISCRIMINATION

To the full extent required by applicable law, there shall be no discrimination, intimidation, coercion, or harassment by Wishard Health Services or by the Union against any employee because of that employee's sex, race, color, religion, national origin, ancestry, age, sexual orientation, gender identity, veteran's status, physical or mental disability, genetic information, or because of union activity or membership or lack of same. No action taken by Wishard Health Services to fulfill any obligation it has under any federal, state or local law, regulation, or executive order, shall constitute a violation of this Article and Agreement. The parties agree to cooperate with one another in fulfilling their respective legal obligations under all anti-discrimination and equal opportunity laws.

ARTICLE 7

HARASSMENT

Wishard Health Services is committed to providing a working environment which is free of harassment. Wishard Health Services agrees to maintain an Anti-Harassment Policy and Complaint Procedure prohibiting all forms of harassment and containing a complaint procedure for making complaints of harassment. The Anti-Harassment Policy and Complaint Procedure will be set forth in detail in the Policies and Procedure Handbook, as well as on Wishard's intranet (Wishard Central).

ARTICLE 8

DISCIPLINARY ACTION

Section A. Authority to Discipline. The parties recognize the authority of Wishard Health Services to take appropriate disciplinary action for just cause.

Section B. Investigatory Interviews. 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 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. Any employee being interviewed during an investigation shall be informed that the interview does not constitute a disciplinary meeting. The witness will be allowed to attend without loss of pay.

Section C. Pre-Deprivation Meetings. Whenever it is determined that a suspension, demotion, or immediate dismissal (i.e., a dismissal which is not the result of progressive discipline or violation of Wishard Health Services' attendance management policy) may be appropriate, a pre-deprivation meeting shall be held with the employee. The employee shall be entitled to Union representation at the meeting. The meeting shall be conducted during the employee's scheduled work time, or immediately before or after the scheduled work time. Pre-deprivation meetings will not be conducted on a day the affected employee is on a pre-scheduled vacation, a pre-approved compensatory day, or an authorized leave of absence day, unless the pre-deprivation meeting is for an alleged act of gross misconduct. Reasonable notice of not less than twenty four (24) 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 at the meeting. The employee must request and notify the Union representative of the meeting date and time. No pre-deprivation meeting shall proceed without the presence of the requested representative, if available without undue delay. The representative may be a Steward, a Chief Steward, Local Union President, or Council 62 representative. 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 and Union representative who attended the meeting will be notified of the results of the pre-deprivation meeting in writing within five (5) days after the decision is made.

Section D. Disciplinary Actions. 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 of the incident, unless Wishard Health Services determines an investigation of a longer duration is necessary. Discipline, when invoked, will normally be progressive in nature; however, Wishard Health Services 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 a timely and accurate investigation. Wishard Health Services 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. Emergency Disciplinary Suspensions. Nothing in this Article shall prohibit Wishard Health Services from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgment of Wishard Health Services, 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. With the agreement of the Union, the pre-deprivation meeting may be conducted telephonically.

Section F. Prior Discipline. Wishard Health Services 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. Wishard Health Services 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. Wishard Health Services 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. This provision does not apply to occurrences under Wishard's Attendance Management Policy, which utilizes a (12) month rolling measurement period.

ARTICLE 9

GRIEVANCE PROCEDURE

The grievance and arbitration procedure shall extend only to the interpretation or application of Wishard Health Services policy and not to changes in or proposed changes in policy.

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 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. All times contained in this procedure may be extended by mutual agreement of the parties.

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. 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. The Employee Relations Manager 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. The employee will appeal the matter to the Employee Relations Manager. 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 will notify the Department head of the grievance and Step II appeal. 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 Step II appeal. The Department head will respond to the Step II appeal in writing to the Employee Relations Manager within ten (10) working days from the meeting.

Step III: If the grievance is not resolved at Step II of the procedure, the employee may proceed to Step III. Appeals will be made to the Employee Relations Manager in writing stating the reasons why the grievance was not resolved at Step II. The Employee Relations Manager will notify the department's respective Vice President of the grievance and Step III appeal. The Vice President will schedule a meeting with the AFSCME's union representative, the Union President, and employee within ten (10) working days from receipt of the Step III appeal. The Vice President will respond to the grievance within ten (10) working days from the meeting.

Arbitration: If resolution of the grievance is not accomplished at Step III, the employee and the Union must notify Wishard Health Services in writing within ten (10) working days of receipt of the Step III response of their intent to submit the grievance to arbitration. This notification must be sent to the Employee Relations Manager. The Union shall contact the Federal Mediation and Conciliation Service to request a panel for selection of an arbitrator, pursuant to its rules and regulations. After receiving the panel, the Union and Wishard Health Services shall each advise the Office of Arbitration Services ("OAS") of its order or preference or arbitrators by numbering each name on the panel and submitting the numbered lists in writing to the OAS. The name that has the lowest combined number will be appointed. 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 Wishard Health Services 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 Wishard Health Services and the Union.

ARTICLE 10

STRIKES AND RELATED INTERRUPTIONS OF WORK

Section A. Employee Strikes or Work Interruptions. Wishard Health Services is entitled to terminate the employment of any employee who participates in, threatens, or encourages any strike, slowdown, work stoppage, or other interruption or interference with the activities of Wishard Health Services, or otherwise fails or refuses to perform his/her job duties. An employee dismissed for violation of the above conditions may not be rehired by Wishard Health Services.

Section B. Union Strikes or Work Interruptions. Any employee organization that participates in, threatens, or encourages any strike, slowdown, work stoppage, or other interruption or interference with the activities of Wishard Health Services, shall cease to be accorded recognition and shall cease to receive organizational membership dues collected by paycheck withholding. 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 11

INFORMATION PROVIDED TO THE UNION

Section A. Seniority Lists. Wishard Health Services shall prepare and provide to the Union, upon request, a system-wide union quarterly seniority report sorted by Wishard Health Services department, classification and work location.

Section B. Personnel Information. Wishard Health Services agrees to provide the Union, upon request, information subject to disclosure under Indiana's Public Access laws.

Upon request, the Union shall be provided with a copy of Wishard Health Services' maps.

ARTICLE 12

ACCESS TO WISHARD HEALTH SERVICES PREMISES BY UNION STAFF

When entering Wishard Health Services for authorized activities under this 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 Wishard Health Services. The authorized Union Representatives (as defined above) shall be permitted access to Wishard Health Services' non-patient areas for the limited purpose of processing written grievances or attending a management – labor meeting. Union representatives may also meet with an employee during the employee's break or non-work time (i.e., before or after work), in non-work areas on Wishard Health Services' premises as long as it does not disrupt operations. The use of Wishard Health Services' facilities by the Union is determined exclusively by Wishard Health Services and must not interfere with the orderly and efficient operation of Wishard Health Services and its facilities. The Union must abide by Wishard Health Services' policies, rules and regulations.

ARTICLE 13

BULLETIN BOARDS

Section A. Location of Bulletin Boards. Wishard Health Services 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). If Wishard Health Services acquires new facilities, it will work with the Union to provide bulletin board space in the new facilities.

Section B. Use of Bulletin Boards. The Union shall maintain its bulletin boards. 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. The Union posting shall be restricted to bulletin boards provided for under this Agreement. Where bulletin boards currently exist and are designated by Wishard Health Services exclusively for Union 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 C. Authorized Postings. All materials shall be signed, dated and posted by the Union President. In the event that Wishard Health Services determines that any posting is unrelated to Union business, programs, or activities or otherwise violates this Article, Wishard Health Services shall promptly notify the Union President who shall promptly remove the posting while the matter is pending. As expeditiously as possible, Wishard Health Services and the Union will meet to discuss the disputed item and make a final determination.

Section D, Other Methods of Notification. 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 14

LABOR-MANAGEMENT COMMITTEES

Section A. Purpose of Labor-Management Committee. Upon either parties' request, Wishard Health Services and the Union may form a system-wide Labor-Management Committee.. The purpose of the system-wide Labor Management Committee is to discuss issues of mutual concern. The parties may also agree to form or continue any existing Department Labor-Management Committee. The system-wide Labor-Management Committee and Department Labor-Management Committees are advisory and do not have the authority to modify this Agreement. Union requests for the formation of a system-wide Labor-Management Committee shall be made to the Director of Human Resources or the Employee Relations Manager. Wishard Health Services request to form such a committee shall be made to the Union President.

Section B. Composition of the Labor-Management Committee. The system-wide Labor-Management Committee 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 Wishard Health Services Representative. A list of participants will be given to both the union and management prior to any meeting.

Section C. Labor-Management Committee Meetings. Upon request by either party, the system-wide Labor-Management Committee shall meet at a mutually agreeable time and place. 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. If there is a need to cancel or postpone the meeting by either party, notice will be given at least two (2) business days prior to the meeting, unless mutually agreed to by the parties.

Section D. Attendance at Labor-Management Committee Meetings. Members of the system-wide Labor-Management Committee and any Department Labor Management Committees 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 employee's regular work schedule. Travel expenses will not be reimbursed. Employees scheduled by Wishard Health Services 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 15

UNION MEETINGS ON WISHARD HEALTH SERVICES PREMISES

Section A. Meeting Space. When available, and after approval by the Director of Human Resources in accordance with this Article, Wishard Health Services will provide to the Union meeting space in locations normally used for employee

meetings. The Union shall make the request for meeting space to the Director of Human Resources in advance of the date(s) and time(s) of the Union meeting.

Section B. Union Meetings. 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. Union meetings shall be scheduled and conducted in a manner that will not disrupt Wishard Health Services business and will be consistent with reasonable Wishard Health Services security policies.

Section C. Office Space. Subject to its availability and upon approval by Wishard Health Services, the Union will be permitted office space on Wishard Health Services' property.

Section D. Lack of Space. Where Wishard Health Services 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 16

TIME OFF FOR UNION BUSINESS

Section A. Stewards, Chief Stewards and Local Union Presidents.

1. 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 Article 3, Section A (2). However, time spent by Stewards in grievance meetings with management and any other type of meetings requested by management will not be charged against the cap established in this Section.

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

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 Article 3. However, time spent by the President in grievance meetings with management and any other type of meetings requested by management will not be charged against the cap established in this Section.

Section B. Employees. 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 Agreement and if such employees are entitled by the provisions of this Agreement to attend such meetings.

Section C. Requests for Time Off. Wishard Health Services shall not unreasonably deny requests from properly designated Union members for the use of PTO, accrued compensatory time, or leave without pay when requested for the purpose of attending authorized Union functions and business not otherwise covered by this Agreement. Requests for time off shall be made in advance to the immediate supervisor and copied to the Director of Human Resources.

Section D. Union Reimbursement. An employee using leave time for Union business may have up to ten (10) such days restored if the Union agrees to reimburse Wishard Health Services 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 E. 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 Director of Human Resources. During the period of such leave, the employee shall continue to accrue creditable service time towards seniority; however, an employee on leave without pay shall not accrue PTO benefits. During the period of such leave, the employee shall be entitled to coverage under Wishard Health Services' group health, life insurance, and retirement programs, provided that all premiums or contributions (both Wishard Health Services' and employee's share) are paid by the employee. At the end of the leave of absence, the employee shall be returned to the same position, or a position 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 Wishard Health Services of the employee's intent to return sixty (60) days prior to the employee's return date.

ARTICLE 17

UNION ORIENTATION

Section A. Union Participation in New Hire Orientation. Where an orientation program, formal or informal, is conducted for new employees in units covered by this Agreement, 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 Director of Human Resources or designee.

Section B. Union Orientation. The Union shall be allowed to conduct a meeting to orient, educate and update each employee in the job classifications covered by

this Agreement. Such meetings shall be for the purpose of informing employees of Union membership programs and their rights and obligations under the Agreement. 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 Agreement. The Local Union President or designee and the Director of Human Resources or designee will mutually agree upon the time and place of such presentation.

Section C. List of New Hires. Wishard Health Services shall provide the Union with a monthly report listing the new hires into job classifications covered by this Agreement and their departments.

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

ARTICLE 18

TRAINING

Wishard Health Services commits to provide training to current employees it requires to use new technologies. Employees who are required to attend training to learn new technologies will be compensated as required by law.

ARTICLE 19

CONTRACTING OUT AND COMPETITIVE BIDDING

Wishard Health Services 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 20

PERSONNEL RECORDS

Section A. Retention of Personnel Files. An electronic personnel file will be retained and maintained by Wishard Health Services Human Resources Department.

Section B. Materials in Personnel Files. A copy of any disciplinary action, performance appraisal or commendation 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. Documentation of discussions or incidents

which could potentially lead to discipline shall be made within thirty (30) days of the incident or knowledge thereof and shall be signed by the employee and his/her supervisor. Documentation shall be removed after twelve (12) months from issuance unless incorporated into or referenced in a performance improvement plan or disciplinary action during that twelve (12) month period. This provision regarding removal of documentation shall not apply to documentation regarding conduct relating to acts of discrimination, harassment or violence.

Section C. Access to Personnel Files. 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 Union Representative during normal business hours and a copy will be provided.

Section D. Public Access. Wishard Health Services will release personnel information to the public as required by Indiana's Public Access laws.

Section E. Contesting Documents. An employee can contest the maintenance of a document in the personnel file or the contents of a document.

ARTICLE 21

WORK RULES

Prior to implementing new or revised rules or policies governing the conduct and discipline of employees, Wishard Health Services 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 policies. The final right to implement such new or revised rules or policies shall, however, rest exclusively with Wishard Health Services.

ARTICLE 22

PERFORMANCE APPRAISALS

Every employee will receive, at a minimum, an annual performance appraisal by his/her immediate supervisor. The management of each department will determine the date of the annual appraisal. Employee performance appraisals will not be used as discipline. They can be used to demonstrate the employee's performance history with Wishard Health Services. New employees will have their performance appraised at the end of their introductory period and, if such introductory period is extended, at the end of an extended introductory period. Employees who disagree with their performance appraisal may place a written document containing their points of disagreement in their permanent personnel file.

ARTICLE 23

ENVIRONMENT OF CARE COMMITTEE

Wishard Health Services 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 Wishard Health Services' Environment of Care Committee. The Committee responds to the CEO of Wishard Health Services and is responsible for reviewing and monitoring Wishard Health Services' safety issues and activities.

ARTICLE 24

ANTI-DISPLACEMENT

Wishard Health Services will not terminate the employment of any permanent fulltime employee in order to fill the resulting vacancy with a public assistance recipient.

ARTICLE 25

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. Wishard Health Services and the Union agree that each had unlimited opportunity to raise and negotiate any and all issues of concern covered by this Agreement. Accordingly, Wishard Health Services 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 26

PRINTING OF AGREEMENT

Prior to the final printing, the Union will be given a copy of this Agreement to review and approve for content and form. The Union shall be responsible for the distribution of this Agreement to the bargaining unit members. The printing shall be completed by Wishard Health Services' within forty-five (45) days following the ratification and approval by the Governing body. Wishard Health Services and Union shall evenly split the cost of printing.


ARTICLE 27
TERMINATION


This agreement shall become effective on November 1, 2008, and shall continue in effect until 12:00 midnight on October 31, 2012, 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.

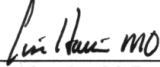
DATED: 10/31/08

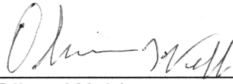
WISHARD HEALTH SERVICES


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


Kimberly Harper
Vice President Human Resources
& Public Affairs for Wishard Health
Services


Sheena Owens
Union President


Lisa Harris, M.D.
Chief Executive Officer
and Medical Director of
Wishard Health Services


Oliver Webb
Staff Representative, AFSCME


Matthew Gutwein
Chief Executive Officer and President
of Health and Hospital Corporation of Marion County

