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AGREEMENT

THIS AGREEMENT made and entered into by and between the CARE CENTER OF HONOLULU, at Honolulu, Hawaii, hereinafter referred to as the "Employer," and the HAWAII HOSPITAL AND HEALTH CARE WORKERS UNION, hereinafter referred to as the "Union."

Section 1. PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties.

Section 2. UNION RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining as to rates of pay, hours, and other conditions of employment for those employees of the Employer in the bargaining unit.

2.2 Bargaining Unit.

Included in the bargaining unit are all employees of the Employer in the following departments:

Dietary	Maintenance
Housekeeping	Nursing

Section 3. EMPLOYEE DEFINED

3.1 The terms and conditions of this Agreement shall apply to regular full-time Employees and regular part-time employees in the areas listed below, except for temporary employees, clerical, professional, technical, guards and/or watchmen, confidential employees and supervisors, employed by the Employer:

Dietary	Housekeeping
Maintenance	Nursing

a. A regular-full time employee is one who normally works a pre-determined work schedule amounting to forty (40) hours per week.

b. A regular part-time employee is one who works a pre-determined work schedule amounting to at least twenty (20) hours, or more per week, but less than forty (40) hours per week,

3.2 A supervisor is any employee having authority, in the interest of the Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, having a responsibility to direct them, or to adjust their grievances or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine nature, but requires the use of independent judgement.

3.3 "Lead duties" while not requiring the level of authority of a supervisor are performed by such bargaining unit employees as Maintenance Lead, Lead Cook, Dietary Aide Leader, Housekeeping Aide Leader, Certified Nurse Aide Leader, and Head LPN. Lead duties include planning, coordinating, and directing the work of assigned subordinates and orienting and training employees as directed.

3.4 A temporary employee is one who is employed for a limited time not to exceed a period of ninety (90) calendar days or as a replacement to fill temporary vacancies created by employees who are on vacation, sick leave or other authorized leaves of absence.

Section 4. UNION SECURITY

4.1 Union Security.

The Employer agrees to retain in its employ only Union members in good standing. New employees and those who are newly covered by the terms of this Agreement shall perfect their membership in the Union no later than the thirty-first (31st) day of employment or no later than the thirty-first (31st) day following the execution of this Agreement.

Five (5) days after receipt of written notice from the Union that an employee has failed to tender her union dues and initiation fees in accordance with the provisions of the Labor Management Relations Act of 1947, as amended, the Employer shall discharge such employee.

The Employer shall furnish the Union by the 15th day of each month, the names, addresses and classifications of employees covered by this Agreement who are newly hired, the names of employees whose classifications or status have changed and such employees' new classifications or status, and the names of employees whose employment has terminated.

4.2 New Employees.

The Union shall provide the employer with copies of the Collective Bargaining Agreement to be distributed to newly hired employees after completion of their probationary period.

4.3 Deduction of Dues.

The Employer will deduct union membership dues and union payments due from the wages of each covered employee who has made application for membership and who submits the standard signed authorization, Exhibit "B" to the Employer. Upon execution of the authorization, the Employer agrees to deduct monthly from the employee's wages and transmit to the Union all dues, including all arrearages, assessments, and initiation fees uniformly required as a condition of acquiring and maintaining membership in the Union.

Deductions of the total amount of dues and other deductions payable will be made in the first (1st) pay period of each month. The Employer agrees to transmit to the Union the total amount of deductions by check drawn to the order of the Hawaii Hospital and Health Care Workers Union together with an alphabetical list of employees and employee company numbers for whom deductions have been made.

In the event an employee does not have the total amount of required deductions in the payroll period from which deductions are made, the deductions shall be made in the next succeeding payroll

period in which the employee has earnings to cover the total amount of deductions due. It is understood that authorized deductions of government taxes, payments of indebtedness to the Employer, garnishments, and deductions required by law shall have priority over Union deductions.

4.4 Employer Indemnity.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims demands and liabilities that may arise out of or by reason of any actions that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section.

Section 5. NO DISCRIMINATION AND FAVORITISM

5.1 Nothing contained in this section shall require the Employer to discriminate: (1) against an employee for non-membership in the Union if such membership was not available to such employee on the same terms and conditions generally applicable to the other members, or (2) against the employee with respect to whom membership in the Union shall have been denied or terminated for any reason other than her failure to tender the periodic dues required as a condition of acquiring or retaining membership in the Union.

5.2 There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in the Union, or activity on behalf of the Union, provided that such activity does not disrupt the employee's regular duties and responsibilities. The Employer and the Union agree that there shall be no discrimination against any employee on account of age, sex, race, creed, color, national origin, physical handicaps (in accordance with Section 504 of the Rehabilitation Act of 1973) or political beliefs, sexual orientation, veterans of the Vietnam era and disabled veterans. The Employer agrees not to practice favoritism or partiality to employees in the administration or application of the terms of this Agreement, its house rules and/or policies.

5.3 Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender and vice versa.

5.4 The employer agrees to allow union members to wear union buttons during work hours. The employer shall not engage in any discriminatory behavior or favoritism regarding the supervision of union employees who either choose or not to choose to wear union buttons while at work.

Section 6. MANAGEMENT RIGHTS

6.1 The Union recognizes that the Employer has the duty and the right to manage its facilities. This includes the right to hire, transfer, promote, demote, layoff, establish reasonable rules of conduct for employees and to discipline and discharge employees for just cause. Such rules of conduct shall not be in conflict with the provisions of this Agreement. The exercise of these duties and rights shall be subject to the terms of this Agreement. The Union also recognizes that there are rights and responsibilities belonging solely to the Employer such as, but not limited to, the authority to determine the nature of the services to be provided and the manner in which such services shall be implemented by the employees. In the event any policy or rule conflicts with a provision of this Agreement, the Agreement shall prevail.

6.2 The Union shall be given a copy of the Employer's house rules and

employee handbook. Amendments to the house rules and employee handbook shall be discussed with the Union prior to implementation, however, the final decision shall be left to the Employer. House rules and any subsequent amendments to house rules shall be conspicuously posted.

Section 7. WORK STOPPAGES

The Employer and the Union realize that a Skilled Nursing Facility is different in its operation from other industries because of the services it renders to the community. For humanitarian reasons, both agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the Union, its representatives or any employee covered by this Agreement, it being one of the purposes of this Agreement to guarantee that there will be no lockouts, picketing of the Employer, strikes, sympathy strikes, work stoppages, slowdowns, or refusal to work. The Union agrees that it is waiving its right to engage in such strike, other work stoppage and picketing activities, and that it will do everything in its power to ensure that employees observe the provisions of this Section.

Section 8. SAFETY

The Employer shall attempt to provide a safe workplace in compliance with all applicable Federal and Hawaii Occupational Health and Safety regulations. The Employer, employees and the Union will cooperate in order to avoid or minimize hazards by following all safety regulations.

Section 9. BUSINESS REPRESENTATIVES OF THE UNION

9.1 An officer or representative of the Union will be permitted access to the premises of the Employer at reasonable times for the purpose of investigating grievances and observing conditions under which employees are employed. Before doing so, however, such officer or representative shall first notify the Administrator or his representative and inform him of his desire to make such access, whereupon the Administrator may send a representative to accompany him, but the Union representative shall be entitled to meet privately with any employee or Union steward covered hereby. Nothing in this section shall be deemed to authorize interference with the normal conduct of the Employer's operation and such right shall be exercised reasonably.

9.2 Unit Officers and Shop Stewards.

The Union shall have the right to designate regular employees as Shop Stewards of which one (1) may be designated as unit officer. Each Shop Steward shall have seniority only for the purposes of layoff and recall after layoff over all other employees in her department.

9.3 The Union shall notify the Employer in writing of the names of all Shop Stewards and the departments they represent.

9.4 Handling Grievances.

a. The Union will designate a total of five (5) Shop Stewards to handle grievances within their assigned departments. A unit officer may assist a Shop Steward in any department provided the Unit Officer is also a Shop Steward.

b. In the event a Shop Steward is not available in a department, another Shop

Steward may handle grievances in other than her assigned area of responsibility.

c. Shop Stewards shall be allowed a reasonable amount of time during working hours to investigate and report violations of the Agreement and to assist members in the handling of grievances, provided such rights shall be exercised reasonably and shall not interfere with the Employer's normal business operations.

d. The request of a Shop Steward to discuss an issue with a management representative will be scheduled at a time that is mutually agreeable, unless the matter requires immediate attention involving safety, patient care, or other serious concerns.

9. 5 Negotiating Committee.

The Employer shall allow up to a maximum of five (5) Shop Stewards to serve as members of the negotiating committee. The Employer shall make reasonable adjustments to such employees' schedules to allow them to participate in negotiations.

Section 10. BULLETIN BOARDS

The Employer shall provide a bulletin board in a central location for the posting of official Union notices and other business of the Union. Such notices must be signed and posted by a duly authorized official of the Union and a copy provided to the Employer's designated representative at the time of posting. Such notices shall not be inflammatory, controversial, or derogatory to the Employer or its employees. Strike notices shall not be posted.

Section 11. PERSONNEL INFORMATION

11. 1 An employee, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Human Resources Office the employee's entire personnel file, except for confidential reference letters. In addition, at any time when necessary for processing of a grievance, the employee and the employee's Union representative may examine and copy such documents, together with any other documents in the employee's personnel file relevant to the subject matter of the grievance.

11.2 An employee shall be informed of any disciplinary notice placed in the employee's personnel file and shall be provided a copy of such notice if requested. The employee shall be given an opportunity to submit explanatory remarks for the record.

11.3 Any evaluations of an employee shall be in writing and a copy given to the employee.

Section 12. SENIORITY INFORMATION

12.1 The Employer shall make available to the Union any seniority information that may be required in the processing of a grievance.

12.2 The Employer shall furnish the Union with a seniority list upon request of the Union but not more than twice in a calendar year, unless immediately relevant to a pending grievance, in which case, upon request of the Union. Such seniority list shall include name, date of hire, status,

classification and department.

Section 13. SENIORITY

13.1 Seniority Defined.

The purpose of seniority is to accord consideration under the provisions of this section to senior employees in recognition of their length of service to the Employer. Seniority is defined as company seniority and shall commence from the date of hire of an employee as a regular full-time or regular part-time employee.

13.2 Termination of Seniority.

An unpaid leave of absence exceeding thirty (30) calendar days shall lessen seniority by the number of days on such leave which exceed thirty (30) calendar days. Employees who are on leaves which are covered under Workers' Compensation or Temporary Disability Insurance shall not have their seniority adjusted. Seniority shall be terminated by discharge, resignation, failure to return from an authorized leave of absence, layoff of one hundred and eighty (180) days, six (6) months of absence by reason of illness, or failure to report to work after being recalled or transfer out of the bargaining unit.

13.3 Seniority in Scheduling.

It is agreed that the Employer establishes work schedules. If an option of shifts becomes open within a department, the senior qualified employee shall be given preference. Preference for days off will not be extended to senior qualified employees except if the days off are considered an essential part of the shift.

13.4 Layoffs.

a. Temporary Layoff.

A temporary layoff is defined as any elimination of work opportunity that is not expected to exceed thirty (30) calendar days in duration. A temporary layoff which exceeds thirty (30) days will then be considered a permanent layoff, unless such thirty (30) days is extended by mutual agreement of the parties.

In cases of temporary layoff and recall from layoff, merit and ability to satisfactorily perform the work shall be considered. Company seniority shall govern.

An employee who is displaced from her position due to a temporary layoff shall not have the right to displace other.

b. Permanent Layoff

In the event the employer finds it necessary to permanently reduce its staff by laying off employees, it shall notify the union of its intention to do so as soon as is possible to do so.

In cases of a permanent layoff, the decision of who will be laid off, if the merit and ability are equal in the case of two employees under review, then the seniority of the employees shall govern this layoff decision.

An employee who is displaced from her position due to a permanent layoff shall have the right to displace a less senior employee either laterally or into a lower classification within her department.

Recall From Layoff.

In making recalls from layoff, employees shall be recalled in reverse order of layoff; i.e., the last laid off shall be the first one recalled, provided that recalled employees are qualified for the position and can satisfactorily perform the work required. In recalling the laid off employee, the Employer shall notify her by the most expeditious method. The Employer shall also provide the Union with a list of affected employees. It shall be the responsibility of the employee to keep the Employer informed in writing of her current address and telephone number.

Employees who fail to return to work within forty-eight (48) hours of the date and time of their receipt of such notification or within forty-eight (48) hours of the date and time of receipt by the Union of the list of affected employees shall be considered terminated unless such failure is determined by the Employer to be a valid reason. In such cases, the employee shall advise the Employer at the time she receives notification of the reason she is unable to return to work within the forty-eight (48) hours, and an availability date for her return shall be established.

Section 14. PROMOTIONS AND TRANSFER

14.1 Promotion and Transfer.

In cases of transfer and promotion, merit and ability to satisfactorily perform the work shall be considered. It is agreed and understood that employees within the bargaining unit shall be given first consideration for any promotion or transfer within the bargaining unit. If merit and ability are approximately equal, the principle of seniority of a bargaining unit employee shall govern.

14.2 Postings and Promotions.

All job vacancies within the bargaining unit shall be posted on the Employer's bulletin board at the location where the vacancy occurs at the time it is determined that a vacancy will exist. Such notices shall include job title, labor grade and a brief description of the job duties, including the required qualifications and skills. Such notices shall remain posted five (5) calendar days. Only those employees who bid for the position using the Employer established procedure for bidding during the five (5) calendar days period will be considered and be permitted to grieve the Employer's final selection.

Each applicant for the position shall be notified in writing on a form provided by the employer as to her selection or non-selection. Each applicant shall be given the reason for the non-selection.

14.3 Advance Bidding.

Employees who wish to bid for job vacancies while on vacation or on an authorized leave of absence for more than seven (7) calendar days shall be permitted to submit a request in advance on a form provided by the Employer. Such employee must make arrangements so that they can be readily contacted in the event they are selected for the position and must be available to fill the position when required. In the event the Employer is unable to contact the employee after a reasonable attempt,, the bid shall be invalidated. Transfer request forms will be available at all locations.

Section 15. COMPENSATION

15. 1 Paydays.

The Employer agrees to pay all employees on a bi-weekly basis (every two [2] weeks). The normal payday shall be every other Friday following the end of each two (2) week period. Checks will be available by noon on payday in the employee's department. Along with the paycheck, an itemized stub shall be given. The stub shall provide information on pay period date, regular gross pay, other compensation (with identification of overtime pay, vacation and holiday pay) and all other deductions such as Union dues and fees and credit union allocations.

15. 2 Wage Adjustments and Job Descriptions.

In the event the Employer creates a new job title or substantially alters the contents of an existing job within the bargaining unit, the Employer shall notify the Union of the wage rate and attach a copy of the new job description.

Should the Union be dissatisfied with the wage rate because it is not in line with other jobs in the bargaining unit, the Union shall notify the Employer within thirty (30) days of the dispute. A meeting shall be held within thirty (30) days from the date the Employer receives the letter of dispute to negotiate the appropriate wage rate.

The Human Resources Department shall provide the Union with copies and revisions of job descriptions for all bargaining unit positions.

15.3 Wages are described in Exhibit A Wage Schedule and in Exhibit A-1 Patient Care Classification for most recently approved period starting July 1, 2016.

Section 16. MEAL AND REST PERIODS

16. 1 Meal Periods.

a. An uninterrupted meal period without pay of at least one-half (1/2) hours' duration shall be afforded at a time to be designated by the Employer (however, an employee afforded less than twenty (20) minutes for an uninterrupted meal period will be compensated for the full one-half (1/2) hour). If an employee is required to work more than five (5) hours after the start of the shift without being given an opportunity to eat, the employee shall be paid at the applicable overtime rate for all time worked after the fifth (5th) hour until such time as the employee is afforded the opportunity to eat.

b. Before any employee may be paid any overtime payments due to their inability to have a meal period within the designated five (5) hours, such employees must have contacted their supervisory personnel, or their designee, and then inform them of the employee's inability to take a meal period at the scheduled time, prior to the employee's working through the scheduled meal period.

c. In order to allow for peak staffing during meal times, and also to provide nursing administration team members with the authority to promote flexibility in the assignment of meal breaks to direct care staff members, who are covered in this agreement, the previously existing language stated in the November 2004 Memorandum of Understanding concerning the scheduling of meal breaks has been deleted effective the ratification of this agreement.

16.2 Meals Without Charge.

If an employee works more than twelve (12) consecutive hours in one (1) workday, she shall be provided a meal at no cost to the employee.

16. 3 Rest Periods.

Each employee shall be allowed a fifteen (15) minute rest period for each four (4) hours worked. Rest periods shall be scheduled by the Employer according to operational demands. It is also agreed upon and understood that all rest periods which are permitted by the employer are considered to be work time.

Section 17. DEFINITION OF WORK DAYS AND HOURS

17. 1 This section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

17.2 Workday Defined.

A regular workday shall be defined as any work performed by an employee for shifts of no less than four (4) hours or more than eight (8) hours in a day. A workday shall commence at 12:01 a.m. and end at midnight. Any shift that begins before 12:00 midnight and ends after midnight shall be deemed to fall in the work day in which such shift begins. Shifts exceeding five (5) consecutive hours in duration shall include thirty (30) uninterrupted minutes off for a meal without pay.

17.3 Workweek Defined.

The workweek shall begin at 12:01 on Sunday and end at 12:00 midnight the following Saturday. The Employer has the right to change the workweek and shifts, and/or schedules within the workweek and shall give the Union forty-eight (48) hours' notice.

17.4 Posting of Work Schedules.

Work schedules on a department basis will be posted two (2) consecutive weeks in advance. Such schedules shall not preclude emergency changes in hours of work. An emergency shall be defined as an immediate and urgent nature that could not have been reasonably anticipated.

17.5 Work Shift.

The day shift will begin at or after 4:30 a.m. but before 12:00 noon. The evening shift will begin at or after 12:00 noon but before 10:30 p.m. The night shift will begin at or after 10:30 p.m. but before 4:30 a.m.

Section 18. TEMPORARY TRANSFER

An employee who works more than two (2) hours in a higher classification shall be paid at the rate for the higher classification for those hours during which she actually performs work in the higher classification. An employee temporarily transferred to a lower-rated classification shall continue to receive her regular rate of pay. However, a transfer to a lower-rated classification made at the convenience of an

employee shall be paid at the rate applicable to the classification to which she is assigned.

Section 19. OVERTIME AND PREMIUM PAY

Prior to management's mandating employees who are currently working in a direct care capacity, to work extra hours, the employer shall take reasonable, diligent, and economically feasible action steps to replace employees, who do not show up to work their previously assigned work shifts.

19. 1 Overtime Defined.

For the purpose of this Agreement, overtime is defined as work performed in excess of eight (8) hours in a workday or forty (40) hours in a workweek. The overtime rate shall be one and one-half (1-1/2) times the straight-time base rate.

19.2 Overtime Payments.

Whenever two (2) or more overtime rates are applicable for the same hours or hours worked, there shall be no pyramiding or adding together of such rates and only the higher of the applicable rates shall apply.

19.3 Authorization of Overtime.

No employee shall work overtime unless such overtime worked has been authorized previously by her department head, supervisor or the employer's designated representative. Overtime shall be verified by the department head, supervisor, or the employer's designated representative.

19.4 Work Over Twelve (12) Consecutive Hours.

Regardless of the rate whether the hours worked are at the regular straight time, overtime or premium rate of pay, an employee shall be compensated at the rate of two (2) times the regular straight time hourly rate for all work time exceeding twelve (12) consecutive hours in a workday. A break of two (2) hours or less shall not be considered an interruption in the computation of the twelve (12) hours of work.

19.5 Less Than Ten (10) Hours Rest Between Shifts.

Regular employees who are required to work without a ten (10) hour rest period between shifts shall be entitled to overtime at the rate of one and one-half (1-1/2) times the straight time hourly rate for all hours worked within the ten (10) hour rest period, except where such schedule results from the request of the employee.

19.6 Work Performed On Seventh and Succeeding Days

Work performed on a seventh and succeeding consecutive days of work shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate, except where such schedule results from a request of employee.

19.7 Recall.

If a regular employee is required to return to work after completing her shift within the workday and leaving the Employer's premises, she shall be paid at the overtime rate for all hours worked

and shall have a minimum pay guarantee for such call-back of four (4) hours at the overtime rate.

19.8 Call-Back

An employee called back to work on her days off or during her vacation shall be paid at the rate of one and one-half (1-1/2) times the regular straight time hourly rate for such call back.

19.9 Reporting Pay.

Any employee who is scheduled to work and reports to work at the starting time scheduled without receiving prior notice that no work is available shall receive payment for four (4) hours' work at the regular rate of pay. If the employee is only paid the minimum four (4) hours of pay, the employee may also elect to be paid an additional four (4) hours of earned vacation time at the regular rate of pay to receive a full day's pay. It shall be the responsibility of the employees to notify the Employer of their current addresses and telephone numbers. Failure to do so shall excuse the Employer from the notification requirements and from payment of reporting pay. The Employer shall attempt to notify the employee within a reasonable amount of time of schedule changes.

19.10 In-Service Training and Other Meetings.

If the Employer directs the employee to participate in an in-service training program or any other meeting which is related to her work, the employee shall receive the applicable rate of pay for the time spent in attendance at the in-service program or required work-related meeting. However, if the Employer does not direct the employee to attend, the employee attends on the employee's own volition and the Employer allows the employee to attend such in-service program, the Employer shall not be required to pay for the time spent in attendance. For work-related meetings, the Employer shall not be required to pay for the time spent in attendance.

Employees attending required in-service training or work-related meetings shall receive a minimum of one (1) hour's pay, unless the in-service training is connected with their regular shift in which case they shall be paid for actual time spent at the applicable rate of pay.

19.11 Shift Differential.

Any regular employee who is required to work on a night shift shall receive a night shift differential of \$.75 per hour for all hours worked within the shift. A night shift shall mean any shift the major portion of which falls after 6:00 p.m. and before 6:00 a.m.

Section 20. PROBATIONARY AND TRIAL PERIOD

20.1 Probationary Period.

An employee will be a probationary employee for a period of three (3) months after her most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer and such termination shall not be subject to the "Grievance Procedure" in Section 32, and all other applicable terms and conditions of this Agreement shall apply to probationary employees except for seniority. The probationary period may be extended by the Employer, provided the Employer notifies the Union and supplies justification for the extension.

Upon completion of the probationary period, the employee shall acquire company seniority

retroactive to the last date of hire.

20.2. Trial Period.

An employee who is promoted or transferred to a different job classification within or outside the bargaining unit or to a different department shall serve a trial period from the date of promotion or transfer for a period of one (1) month. The trial period may also be extended by the Employer, with notification to the union informing it of the duration and justification for the extension. If the employee's work is not satisfactory during this trial period, she shall be returned to her former job and rate of pay, provided the job still exists.

Section 21. PAID SICK LEAVE

21.1 Eligibility For Sick Leave.

a. Any regular full-time or regular part-time employee who, because of illness or injury not compensable under the State Workers' Compensation Law, is prevented from working her regular work schedule, shall be entitled to paid sick leave of twelve (12) days per year accumulated at the rate of one (1) day per month from the last date of hire.

b. By mutual consent and agreement of the union and the employer, effective the ratification date of this new agreement a new benefit program related to sick time will be started. At the start of the next calendar quarter, based upon review of time and attendance data which is stored in CCOH's time clock, CCOH management will expand its systematic and periodic review the utilization of sick time use by union members. If in a respective calendar quarter, a union member does not utilize a sick day; then this union member will earn a paid day off at their respective job rate in each calendar quarter that a union member fails to use a sick day.

c. If CCOH's time and attendance computer system validates this same employee, who did not call in sick day in each of four consecutive quarters, then this same employee would be eligible to earn an additional 4 paid days off at their respective job rate.

d. Should a quarterly review of an employee's electronic time and attendance records from the time clock indicate that an employee was observed to have engaged in a pattern of gaming and/or sick leave abuse; then this employee shall be disciplined up to and including discharge as outlined in the Employer's House Rules and Policies on Sick Leave Abuse.

e. Regular part-time employees shall be paid sick leave based on the employee's normal scheduled hours on days the employee is scheduled to work.

21.2 Pay During Sick Leave.

a. An employee shall be eligible for sick leave after completion of her probationary period and, following completion of the probationary period, shall be credited from her most recent date of hire. Sick leave shall commence with the first day of illness or injury and shall be paid at the employee's regular straight-time hourly rate for absence on normal working days only, exclusive of holidays or days off. Unused sick leave may be accumulated up to a maximum of ninety (90) days.

b. Sick leave shall not be paid in the following situations:

Cosmetic or voluntary surgery that is not medically necessary, not directed by an attending physician, or compensable under Workers' Compensation.

c. Disabilities lasting less than a day shall be charged against sick leave on the basis of actual work time lost but no less than a minimum of one (1) hour.

21.3 Employee Notice and Certification.

To be eligible for sick leave, the employee who wishes to request sick leave, must notify their respective department head or the In-house Nursing Supervisor of her unavailability for work due to sickness or injury, at least one and one-half (1-1/2) hours prior to the day shift and four (4) hours prior to the evening and night shifts. The inability of the employee to comply with these notification requirements due to emergencies, or due to circumstances beyond the control of the employee will be accorded fair and due consideration by the Employer on a case by case basis.

The employee may be required to present a certificate from a licensed physician or such other evidence as may be acceptable to the Employer after an absence of three (3) or more consecutive scheduled shifts.

Where an employee has had a pattern of absenteeism or where there is a question of abuse, the Employer shall have the right to require the submission of a doctor's certificate for each instance of absenteeism.

After 3 days of calling in sick an employee must go to see his or her personal physician to obtain a medical assessment and/or determination stating when the employee may be cleared to return to work without restrictions and evidence of contagious illness. If the employee obtains this medical release from an attending physician, this document may be delivered and or faxed to the nursing facility. If this task is completed, then the employee no longer will have to call in sick each day up to the date that the medical release goes into effect. Falsification of a physician's medical release is cause for termination of employee's employment.

Employees who wish to return from sick leave of three (3) or more days must notify their department head a minimum of eight (8) hours prior to their next assigned work shift.

21.4 Exceptions.

No employee whose illness or injury was caused by employee misconduct during work hours shall be entitled to sick leave benefits.

An employee who submits a fraudulent sick leave request or sick leave certification, or who can be shown had willfully or knowingly abused the benefits of this section, will be subject to disciplinary action. Such action may range from a written warning to a suspension or discharge, depending on the severity of the offense.

Accumulated sick leave hours are forfeited and not payable upon an employee's termination from the Employer.

21.5 Workers' Compensation.

An employee absent from work due to a work-related injury or illness may elect to use their sick leave hours for the first three (3) days of their illness or injury.

21.6 Temporary Disability Insurance.

a. The Employer shall provide a Temporary Disability Insurance Plan for all employees who are covered by this Agreement. Benefits will become payable immediately after the employee exhausts all accrued sick leave but shall not commence before the eighth (8th) day of disability and shall continue for a maximum of twenty-six (26) weeks in a benefit year. The employee shall receive fifty-eight (58%) of weekly earnings, but not more than provided by the Hawaii Temporary Disability Law.

b. Employees may elect at their option to exhaust all accrued sick leave prior to the commencement of TDI benefits or request any accrued sick leave pay to be integrated with TDI benefits. As such, the employee shall receive fifty-eight percent (58%) of weekly earnings in a benefit year, but not more than provided by the Hawaii Temporary Disability Law and forty-two (42%) of sick leave earnings.

21.7 Sick Leave Overtime Computation.

Sick leave paid for but not worked shall not count as hours worked for purposes of computing weekly overtime.

Section 22. VACATION

22.1 Vacation Time Earned.

a. Regular Full-Time Employees.

An eligible employee after completion of (1) year of continuous service with the employer shall be eligible for vacation pay according to the following schedule.

Years of Continuous Service	Vacation Time Earned
1 year	80 hours
2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	160 hours

b. After one (1) year of continuous service, regular part-time employees shall receive prorated vacation based on hours worked in the previous quarter.

A regular part-time employee may forego earned vacation time and be paid in lieu thereof for the vacation time at the straight-time rate.

22.2 Vacation Accumulation.

Earned vacation time may accumulate in an amount not to exceed two (2) times the employee's regular annual amount, provided that at least one (1) week of paid vacation time must be taken each year. Vacation time of less than one (1) full workday may be granted but not less than one (1) hour.

22.3 Vacation Pay.

Earned vacation pay will be paid to eligible employees when taking time off at the employee's regular straight-time rate in effect at the time the vacation is taken. The number of hours to be paid shall be based on the employee's normal or regularly scheduled hours worked per week during the year in which the vacation was earned. Regular part-time employee shall be paid based on the hours worked in the previous quarter.

22.4 Continuous Service.

"Continuous service" for benefit purposes shall mean the period of continuous employment as a regular employee with the Employer, less any leave of absence exceeding thirty (30) days, TDI, Workers' Compensation, or any other absence from employment except regularly scheduled days off for which no compensation is received. However, upon scheduled return from any authorized unpaid leave from employment, the employee's continuous service accrued prior to such leave shall be retained and shall only be adjusted for the portion of the leave which exceeds thirty (30) days.

22.5 Vacation Pay Upon Termination.

An employee with one (1) or more years of continuous service who leaves the Employer shall be paid the balance of her accumulated vacation, not to exceed twice the employee's annual accrual rate. Any employee who does not give the Employer two (2) weeks' notice will have any accrued vacation withheld from her final check. The Employer, however, recognizes that bona-fide emergencies occur. Therefore, if the employee leaves her job without giving two (2) weeks' notice due to a bona-fide emergency, then the employee shall receive pay for all of her accrued vacation but not to exceed twice her annual accrual rate.

22.6 Holiday During Vacation.

When a holiday for which an employee is eligible for holiday pay occurs while she is on vacation, that holiday will be paid for as a holiday rather than being charged against accumulated vacation.

22.7 Sick Leave During Vacation.

An employee who is eligible for sick leave who becomes injured or ill while she is on vacation, and who because of such injury is confined to a hospital while on vacation, shall have her days of confinement credited to sick leave and shall be rescheduled for additional days of vacation.

In addition, an employee who becomes ill or injured while on vacation resulting in a temporary disability, may also be allowed to credit her days of illness or injury to sick leave and be allowed to reschedule such days as vacation, provided the illness or injury would have prevented the employee from

working had she been scheduled to work. Such days of illness or injury must be certified by an attending physician.

22.8 Recall to Work During Vacation.

When by mutual agreement an employee is recalled to work after having started a vacation and before completing same, she shall be paid one and one-half (1-1/2) times her basic straight-time rate for the hours worked during the balance of that vacation period. The remainder of her vacation time shall be rescheduled according to Vacation Time Taken.

22.9 Vacation Request Procedure.

a. Non-Nursing Departments.

Whenever possible, consistent with operational requirements, the preferences expressed by an employee for a particular vacation period will be given consideration. In the event vacation permission must be limited due to multiple requests, the vacation request will be granted to the employee with greater company seniority.

Two (2) or more employees may exchange vacation periods, provided that operations will not be impaired, and the approval of the employee's supervisor is secured in writing, and no overtime or premium pay results from the change.

b. Nursing Department.

Upon the ratification of this agreement, all previous references to the wording contained in the memo of understanding dated November 2011 have been deemed to have been moved into the main body of this agreement.

22.10 Overtime Computation.

Time spent on vacation shall not count as hours worked for the purposes of computing weekly overtime.

Section 23. HOLIDAYS

23.1 Recognized Holidays.

The following holidays shall be observed and recognized as paid holidays within the meaning of this Section for all eligible regular full-time and regular part-time employees:

New Years Day	Independence Day
Presidents Day	Labor Day
Prince Kuhio Day	Thanks Giving Day
Memorial Day	Christmas Day
Kamehameha Day	Employee Birthday

23.2 Observance of Holidays.

Holidays falling on Saturday shall be observed on the preceding Friday, and the Saturday

shall be treated as a non-holiday workday. Holidays falling on Sunday shall be observed on the following Monday, and the Sunday shall be treated as a non-holiday workday.

23.3 Eligibility for Holiday Pay.

To be eligible for holiday pay, the employee must have completed her probationary period. In addition, the employee must have earnings in the workweek in which the holiday occurs and work the scheduled day before the holiday, the holiday if scheduled, and the next scheduled day after the holiday, unless paid absences from such days are authorized by the Employer. "Earnings" shall be defined as pay received for actual hours worked, sick leave, holidays, jury duty, vacation and funeral leave, and shall not include any occupational or non-occupational disability compensation received by the Employer.

23.4 Holiday Pay.

Eligible regular full-time employees shall be paid eight (8) hours of holiday pay at their regular straight time rate of pay for each holiday.

Eligible regular part-time employees shall receive prorated holiday pay based on hours worked in the previous quarter.

23.5 Work Performed on a Holiday.

If an eligible regular full-time and regular part-time employee is required to work on a holiday, the employee shall be paid at the regular straight time rate of pay for all hours worked on the holiday in addition to holiday pay.

23.6 Substitute Holidays.

Eligible employees who are assigned to work on a holiday or if the holiday falls on their normally scheduled day off may request a substitute holiday observance and if mutually agreeable with their supervisor, schedule another day off without pay between the thirtieth (30th) day before or after the holiday.

23.7 Holiday Scheduling.

a. In scheduling holiday work, the Employer will consider the employee's preference. In the event of conflict between two (2) or more employees, seniority shall govern.

b. The employer shall schedule so that the maximum number of regular fulltime and regular par-time employees consistent with nursing care requirements are off on either: Christmas Eve Day and Christmas Day or New year's Eve Day and New year's Eve day.

23.8 Holiday Shifts.

When a shift starts on the day preceding a holiday and extends into the holiday, it shall be considered a non-holiday shift. When a shift starts on a holiday and extends into the following day, it shall be considered a holiday shift.

23.9 Holiday Accumulation.

Employees who are eligible for holiday pay may elect to accumulate up to three (3)

holidays annually which will be added to the employee's vacation balance. Accumulation may apply for a holiday earned, but not worked or for a holiday worked, and the employee waives double time, is paid single time, and converts the remaining eight (8) hours to vacation.

23.10 Holiday Overtime Computation.

Holidays paid for but not worked shall count as time worked for the purpose of computing weekly overtime.

Section 24. LEAVE OF ABSENCE WITH PAY

24.1 Bereavement Leave.

a. In the event of death in the immediate family of an employee, the employee will be granted three (3) days off with pay from the employee's work schedule. The immediate family is defined as spouse, domestic partner, child or step-child, parent, step-parent, sister or step-sister, brother or step-brother, parent-in-law, grandparents and grandchildren. An employee may claim bereavement leave for a domestic partner only if the employee provides prior notice of the existence of such relationship to the Employer.

b. The employee may be required to provide proof of death by proper certification or other documentation acceptable to the Employer.

c. When such death of an immediate family member as defined above in section occurs with an individual who had resided outside the island of Oahu,; then the employee shall be granted a minimum of five (5) days off from the employee's work schedule, which shall consist of three (3) days off with pay and an additional two (2) days off either without pay or by utilizing vacation days.

d. It is agreed and understood that an employee shall be granted the three (3) day bereavement leave regardless if such employee actually attends services, allowing the employee to grieve over the loss of the family member.

24.2 Jury Duty Leave.

A regular full-time or regular part-time employee who serves on a federal or state jury shall receive the difference, if any, between the amount paid the employee by the government, excluding mileage allowance, and the straight time amount the employee would have earned had the employee worked. It is understood that the employee shall submit to the Employer a proper certificate from a court official indicating the time spent on jury duty and the amount of jury duty pay.

It is also understood that if evening and night shift employees serve on a jury duty on a work day but at a time outside of the employee's normally scheduled work shift and such service exceeds four (4) hours, the employee shall not be required to report to the employee's normally scheduled shift and will be paid in accordance with the provisions of paragraph (a). However, employees must give the Employer as much advance notice as is given them in regards to the requirements of the jury service.

An employee who is required to serve as a witness on behalf of the Employer in any judicial or arbitration proceeding shall have such time considered as time worked and compensated under the provisions of this Agreement.

Section 25. LEAVE OF ABSENCE WITHOUT PAY

25.1 Leave of Absence Request.

After one (1) continuous year of employment and upon prior written request, an employee may be granted a leave of absence without pay for the reasons and maximum length of time listed below and upon return from such leave within the approved time limits, shall be reinstated to the employee's original classification if it still exists. If the classification no longer exists, the Employer will reinstate the employee in a position as nearly comparable to the original position as is reasonable under the circumstances.

For travel, educational, and personal leaves, an employee must use accrued vacation in conjunction with such leaves. An employee shall be required to take accumulated vacation, except that one (1) week of earned vacation may be saved.

Except for emergencies and medical disabilities, employees requesting a leave of absence without pay must request such leave in writing at least thirty (30) days prior to the date requested and specify the date of return to work. The dates of return may be changed by mutual agreement. Failure to return at the expiration of the leave shall be considered a resignation. A return to work prior to the expiration of leave must be approved by the Employer.

Employees granted leaves of absence must use the leave only for the purpose the leave was approved. Employees on leave of absence may request to work for the Employer on a part-time or on-call basis subject to the Employer's approval. Work for other employers during the leave may be approved as long as the work does not change the basic purpose of the leave that was originally approved by the Employer.

All leave requests will be subject to prior approval of the Employer. The seniority of employees who are granted a leave of absence without pay shall be subject to the terms and conditions outlined in Section 13.2, "Termination of Seniority."

25.2 Leaves of Absence Without Pay.

a. Family and Medical Leave.

In compliance with the provisions of the Family and Medical Leave Acts, an employee may request Family and Medical Leave subject to the provisions of the Act, not to exceed twelve (12) weeks. When Family and Medical Leave is taken for the employee's own serious health condition and the condition exceeds twelve (12) weeks, the employee will be placed on a medical disability leave in accordance with the following Section 25.2b, "Medical Disability Leave of Absence" except that the maximum allowable time off shall be reduced by the length of time the employee spent on Family and Medical Leave.

Employees taking Family and Medical Leave for their own serious health condition will be required to take accrued sick leave and, if sick leave is exhausted, Temporary Disability Insurance, if eligible, for the duration of the leave.

If the leave is for reasons other than the employee's own serious health condition, the employee may take accumulated vacation to the extent available for the duration of the leave.

Employees who exhaust Family and Medical Leave for a reason other than their own

serious health condition and who require additional time off must apply for Personal Leave in accordance with Section 25.2e, except that the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family and Medical Leave. If the leave is for the serious health condition of a family member, the employee will be required to provide medical certification of the family member's serious illness, which will be subject to the Employer's verification in accordance with the Family and Medical Leave Act.

b. Medical Disability Leave.

An employee shall be placed on Medical Leave of Absence after completion of the probationary period or the exhaustion of Family and Medical Leave, not to exceed one (1) year from the date of disability. The maximum time allowed shall be reduced by the length of time spent on Family and Medical leave. Employees who are on TDI or Workers' Compensation shall, upon exhaustion of Family and Medical Leave, be placed on medical disability leave.

Employees who are on Family and Medical Leave and/or Medical Disability Leave for maternity-related disabilities and who request additional time off beyond their disability period must apply for Personal leave for the period of time exceeding the maximum time allowed on Family and Medical Leave. Additional time off under Personal Leave shall be subject to the provisions of Personal Leave and shall be reduced by the length of time the employee spent on Family and Medical Leave.

The employee may request an extension of up to one (1) year of additional medical disability leave. The Employer may grant the extension provided the employee has provided written verification from his/her attending physician as to the necessity for the extension. It is understood that failure to return at the expiration of the approved extension or the one (1) additional year of extended medical disability leave shall be considered a resignation.

c. Union Business Leave.

The union may request leave of absence for any employee subject to the following conditions:

The leave of absence shall be for a period of not longer than one (1) year.

There shall be no accrual of seniority during the leave; and

The leave of absence shall be limited to one (1) employee.

d. Personal Leave.

Any regular full-time or regular part-time employee may request leave of absence for personal reasons for a maximum period of three (3) months. Such leave shall be subject to the Employer's discretion.

An employee requesting a personal leave of absence shall submit the request in writing at least one (1) week in advance. If this prior notice requirement cannot be met due to unforeseen or unexpected circumstances, the Employer may waive the advance notice requirement.

e. Emergency Leave.

Upon completion of the probationary period, an employee may be granted an emergency

leave of not more than two (2) weeks.

f. Educational Leave.

An employee may request an educational leave of absence for one (1) year or the length of the course term (whichever is less) for courses related to the employee's position, a higher-rated position, or a course requirement in a program of study leading to a work-related certification, licensure or degree. If the course exceeds one (1) year, the employee may request an extension of her leave for the duration of the course with a maximum of one (1) additional year. Employees taking educational leave exceeding one (1) year shall have reinstatement rights to the first available opening in their classification.

g. Military Leave.

A military leave of absence for the purpose of performing active duty or training shall be granted to employees in accordance with the Veteran's Re-Employment Rights Statute. The employee requesting leave must notify her supervisor as soon as possible and provide the supervisor with a copy of her orders. Upon completion of military leave, the employee will be entitled to re-employment and other privileges provided by law.

25.3 Benefits During Leave.

a. Family and Medical Leave.

Benefits shall be provided to employees who are granted Family and Medical Leave in compliance with the provisions of the Acts.

b. Medical Disability Leave.

For an employee on Medical Disability Leave but not eligible for Family and Medical Leave, the Employer will continue payment for the employee's medical coverage on the same basis as if the employee had been working. Coverage shall continue for three (3) months following the month during which the employee became disabled or for the period during which the Employer pays the employee's regular wages, whichever is longer.

c. Except as specified above, it shall be the employee's responsibility to make advance arrangements if the employee wishes to retain and continue medical, dental, or other insured benefits at the employee's expense during such leave. The Employer shall inform the employee of this provision when the leave is approved.

Section 26. MEDICAL AND DENTAL COVERAGE

26.1 Medical Plan.

The Employer shall make available for each regular employee who is not covered by another medical plan, the University Health Alliance (UHA) Medical Plan 3000 with Chiropractic Care plus Drug and Vision rider or the Kaiser Plan.

The Employer shall pay the full cost of Single and Two Party premium of the Medical Plan

3000 for regular full-time employees and the full cost of the Single Plan for regular part-time employees, per the state and federal statutes regarding employer sponsored health plans that apply.

The Employer shall pay ninety percent (90%) of the Family Plan premium for the Medical Plan 3000 for regular full-time employees up to the following maximums with the employee paying the difference:

Effective	Employer Maximum
July 1, 2010	\$800/month
July 1, 2011	\$825/month
July 1, 2012	\$850/month

In addition, employees shall be given the option of selecting the UHA Medical Plan 600 by paying the difference in cost of the two plans for the Single, Two Party and the Family Plan premiums. The Employer Maximum amounts for each of the contract shall also apply.

The Employer agrees to meet with the Union to negotiate an adjustment to the Employer Maximum in the event the cost of the medical premium exceeds the maximum amount.

The cost of physical examinations required by the Employer for regular full-time and regular part-time employees will be paid by the Employer. An employee may elect to have her physical examination performed by her private physician, the cost of which shall be borne by employee.

Both the union and the employer appreciate and understand that the healthcare delivery system in The United States is currently undergoing a radical transition; and that we do not know what the structure of this healthcare delivery system may be like in next 3 – 5 years. Recognizing this fact, both parties agree that there may be significant change in the group health plan's design and / or the cost structure of the employer sponsored health plans, which are currently offered to union members. In the event of a significant change in either the group health plan's design or cost structure; either party may request to re-open contract negotiations for the purposes of discussing and negotiating terms pertaining to the group health plan design. These negotiations may also cover the cost structure of the employee sponsored group health plan for the employer and the plan's cost structure and benefit level for the union members.

26.2 Dental Plan.

The Employer shall make available to each eligible regular full-time employee the Hawaii Dental Service Group No. 550 Dental Plan, with the Employer paying the full cost for employee coverage only. Regular part-time employees shall receive one-half (1/2) the single premium payment of regular full-time employees. The Employer shall pay the full cost for the Single and Single plus one (1) premium for regular full-time employees. The Employer shall pay ninety percent (90%) of the family plan premium for regular full-time employees with the employee paying the difference. There shall be no maximum caps for the duration of the Agreement.

26.3 Right to Change Medical and Dental Plans.

The Employer retains the right, during the life of this Agreement, to change medical and dental plans as long as such change does not result in a reduction of overall benefits to the employees and does not result in any increased cost to the employees over the present plan. Prior to implementing such change, the Employer shall notify the Union sixty (60) days in advance and inform the Union of the contemplated changes in order to allow the Union to inspect the new plan to ensure that the overall benefits to the employees are being maintained. In the event the Union can substantiate that the new plan is not

equal to or better than the present plan on an overall benefit basis, the Union shall have the right, within sixty (60) days of being informed of the Employer's plan to change the medical and/or dental plans, to demand arbitration in accordance with Section 33, "Arbitration Procedure." In the event the Union requests arbitration, the Employer shall not implement the terms of the new plan until receiving the Arbitrator's decision.

Section 27. TUITION REIMBURSEMENT

Employee requests for reimbursement of tuition and other related costs for work-related courses shall be granted to employees deemed to be qualified, subject to the Employer's approval. Where grades are issued, reimbursement will be paid contingent on the achievement of a passing grade (normally a "C" or better) for the course.

Section 28. CREDIT UNION

The Employer agrees to continue Federal Credit Union deductions from employees who elect to do so by submitting an appropriate deduction form.

Section 29. GROUP LIFE INSURANCE

The Employer shall provide group life insurance of one and one-half (1-1/2) times the employees' annual salary for all regular full-time employees at no cost to the employee.

Section 30. RETIREMENT PLAN

Employees are eligible to participate in the Employer's 401K Plan which allows employees to make contributions of pre-tax dollars to the plan. Booklets explaining the details of the plan will be issued upon request.

Section 31. FLEXIBLE SPENDING PLAN

The Employer will offer a Flexible Spending Plan to all eligible employees. The plan offers participation in the following accounts: Insurance Premium Account, Medical and Dental Expense Account, and Dependent Care Expense Account. In addition, the plan will offer participation in the Cancer Care and Cardiac Care accounts on a voluntary basis.

Section 32. DISCIPLINE AND DISCHARGE

32.1 Statements.

The Employer and the Union agree that its representative will cooperate to obtain true and factual statements from employees giving information.

When giving information, the employee may request the presence of a Union representative or another employee of the employee's choice.

32.2 Evidence.

Upon request by the Union, and where reasonable, copies of documents relied upon by the Employer in issuing written warnings, suspension or discharge notices (including copies of any signed written complaints or reports concerning the employee, either by a patient, an outside agency, or by the Employer's own employees unless subject to a request for confidentiality or where otherwise restricted or prohibited by applicable State and Federal laws), may be reviewed by the Union within ten (10) calendar days after such request, and any copies shall be furnished to the Union within ten (10) calendar days after such request.

Release of any confidential medical information shall be done in accordance with applicable State and Federal privacy laws. An employee shall not be disciplined or discharged solely on the basis of unsubstantiated complaints that are unsigned or verbal.

In addition, upon reasonable notice and when necessary for processing a grievance, the employee and her representative may examine such documents together with any other documents in the employee's personnel file relevant to the subject matter of the grievance.

32.3 Polygraph Tests.

Any request by the Employer for an employee to submit to a polygraph or lie detector test shall be in accordance with applicable laws.

32.4 Progressive Discipline.

a. Although the Employer and the Union agree in general with the concept of progressive discipline, both parties recognize and agree such progressive discipline is not always appropriate or warranted and the Employer reserves the right to impose appropriate discipline.

b. Employees who work in a skilled nursing facility must comply with all relevant state and federal regulations concerning OSHA, Infection Control, Employee Safety, and the prevention of resident abuse and neglect and the miss-appropriation of resident property.

c. An employee who was reported to have violated the state and federal abuse and neglect prevention guidelines will be placed on un-paid administrative leave pending the results of an internal investigation.

d. Only in the event that the internal investigation reveals and confirms that the employee, who was placed on un-paid administrative leave, did not commit the act for which he or she was suspended, will the employee, who was placed on administrative leave, be paid for the scheduled work shifts that he or she had missed due to the imposition of the un-paid administrative leave.

32.5 Just Cause.

An employee shall be subject to discipline or discharge for just and sufficient cause.

32.6 Disciplinary Action.

An employee, who in the judgement of the Employer merits written discipline, shall be given the details and reason for discipline and any subsequent actions in a Conduct and Ability Report form

on the day the discipline is given.

The Employer recognizes the right of any employee to demand the presence of a Union representative if she is to be disciplined or discharged. If the Employer intends to issue a Conduct and Ability Report, suspend or terminate an employee, the Employer shall prior to taking such action notify the employee so that she may exercise her right to have Union representation.

Prior to discharge, an employee will be suspended for ten (10) calendar days. An employee who is suspended or discharged shall be issued a copy of the Conduct and Ability Report issued by certified mail which will set forth in writing the disciplinary action taken and the reason for such suspension or discharge.

The Union will be provided a copy of such Conduct and Ability Report within ten (10) calendar days after issuance to the employee by Certified Mail, e-mail, or hand delivery.

Section 33. GRIEVANCE PROCEDURE

33.1 When an employee covered by this Agreement or the Union believes that the Employer has violated the express terms and conditions of this Agreement, the affected party shall be required to follow the procedure hereinafter set forth in presenting the grievance. Grievances dealing with suspension or discharge cases shall commence at Step II by presenting the grievance, in writing, to the Administrator (or his designated representative) within ten (10) calendar days of the suspension or discharge. In grievances concerning compensation, retroactive payments shall not exceed ninety (90) calendar days from the date of the Employer's action of discipline.

33.2 Grievance Procedure.

Step I.

The employee and the Union representative, or the employee individually, shall within ten (10) calendar days after the alleged breach of the express terms and conditions of this Agreement, complete and sign a written grievance and the section of the contract violated. The grievance shall be presented at a meeting with the Human Resources Director and the Department Head under whom the employee worked at the time the grievance occurred. The Human Resources Director shall give his answer in writing within ten (10) calendar days after the date of presentation.

Step II.

Failing agreement at Step I, the grievance shall be presented in writing to the Administrator or his designated representative within ten (10) calendar days after the date of the Employer's written decision at Step I. Upon receipt of such notice, a meeting shall be held to discuss the grievance between the grievant, the Union representative and Administrator or his designated representative within ten (10) calendar days. The Administrator or his designated representative shall respond in writing within ten (10) calendar days after the date of presentation.

Mediation.

Failing agreement at Step II, the Employer or the Union may request that the grievance be referred to mediation by the Federal Mediation and Conciliation Service (FMCS). Mediation shall not be considered a step in the grievance process. If the grievance remains unresolved following mediation, the Union shall then notify the Employer in writing within five (5) calendar days of its intent to submit the

grievance to arbitration.

Time Limits

By mutual written agreement, certain steps may be waived. Where an extension of the time limits at any step is desired by either party, it must be requested in writing and shall stipulate the period of time the extension is needed, which shall be of a reasonably short duration.

If at any step the time limits of the grievance procedure are not met by the Employer, the grievance shall proceed to the next step. If at any step the time limits of the grievance procedure are not met by the grieving party, the grievance shall be considered dropped.

Section 34. ARBITRATION PROCEDURE

34.1 Following notification to the Employer of the Union's intent to submit the grievance to arbitration, the arbitrator shall be chosen by mutual agreement from a panel of five (5) arbitrators who are currently active. If the parties cannot mutually agree to the choice of an arbitrator, the parties will each name an arbitrator who will be selected by a coin flip.

Upon selection of the arbitrator, the parties shall jointly contact the arbitrator to confirm his/her availability and determine the date, time, and place of the initial meeting of the parties with the arbitrator.

34.2 The parties shall meet with the arbitrator in a pre-hearing conference within fourteen (14) calendar days of his/her selection. At this pre-hearing conference the following shall be decided.

A date for the arbitration shall be set no later than fourteen (14) calendar days after the pre-hearing conference.

The parties shall inform the arbitrator of the nature of the case.

The parties shall make any requests for information necessary to conduct the arbitration. Neither party shall be allowed to request additional information after this date. Both parties shall identify individuals they plan to subpoena and shall not be allowed to subpoena additional individuals after that date. The arbitrator shall restrict requests for information to items that are specific to the case, are reasonable, and were requested by the parties during the grievance hearing

34.3 All arbitrations shall be informal arbitrations unless either party requests a formal arbitration. Informal arbitrations shall be conducted without attorneys, without briefs, without court reporters, without transcripts, and the arbitrator shall be limited to a one-page decision with a brief explanation of his/her decision. The arbitrator shall render his/her decision within seven (7) calendar days of the conclusion of the hearing unless otherwise mutually agreed between the parties.

34.4 All decisions of the arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. The complainant in every hearing before the arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the arbitrator need not follow the technical rules of evidence prevailing in a court of law or equity. The arbitrator shall make a decision in the light of the whole record and shall decide the case upon the weight of all substantial evidence presented. All decisions of the arbitrator under this section including decisions following informal hearings

shall be final and binding upon the parties.

34.5 The retroactive application of any remedy of the arbitrator shall be limited to sixty (60) days from the time the grievance was filed. In any case of discipline where the arbitrator finds that such discipline was without cause or improper, the arbitrator may set aside, reduce or modify the action taken by the Employer. If the discipline is set aside, reduced or otherwise changed, the arbitrator may award back pay to compensate the employee wholly or partially for any wages lost because of the discipline. In determining the amount of award for back pay, the arbitrator shall deduct from the award sums received from unemployment compensation and other compensation received while the discipline was in effect.

34.6 All decisions of the arbitrator shall be in writing and a copy shall be submitted to each of the parties. The arbitrator shall receive for services such remuneration as shall be acceptable to the arbitrator and agreed upon by the parties. For informal arbitrations, all fees and expenses of the arbitrator shall be borne equally by the Union and the Employer. Each party shall bear the expenses of the presentation of its own case. In the event one party requests formal arbitration, the other party shall be obligated to comply but the requesting party shall be responsible for the entire cost of the arbitration.

Section 35. SUB-CONTRACTING

35.1 The Employer recognizes and understands that the Employer and the Union share a common interest in protecting work opportunity for all employees covered by this Agreement.

It is agreed and understood that it is not the intent, nor shall the Employer use subcontractors on or off the premises of the Convalescent Center facility for the purpose of reducing work hours normally performed by employees in the bargaining unit.

The Employer will not sub-contract any work that would normally be performed by bargaining unit employees without the consent of the Union, except as provided by this Section.

The term "sub-contract" means and includes any contract, sub-contract, lease, concession, rental agreement or other agreement.

35.2 The Employer may sub-contract bargaining unit work in the following limited and/or temporary circumstances:

A short-term temporary need or emergency defined as a condition that is unforeseen, unexpected, and beyond the control of the Employer, such as fire, flooding, or major mechanical or structural failure, and such need or condition necessitates immediate attention or repair requiring technical or mechanical skills which cannot be performed by the bargaining unit staff; or

The work requires specialized equipment not in the possession of the Employer and such work cannot be performed by the existing staff; or

There is insufficient time to complete the required work by the existing bargaining unit personnel because of conditions that were unforeseen, unexpected and beyond the control of the Employer.

The Employer has purchased or leased equipment that requires service or repair by specialized technicians, such as warranty work or maintenance of capital equipment, such as elevators that is not currently performed by bargaining unit employees or cannot be performed without obtaining specialized training and/or certification.

Subject to the foregoing conditions, any work that is sub-contracted to a third party shall not result in the reduction of work opportunity or displacement of any employee or reduction of wages, benefits or conditions of employment of any employee who is covered by this contract.

35.3 In the event the Employer wishes to subcontract or sublease any portion of its operation, the parties shall meet to discuss and explore the possibility of such subcontracting. In the event the parties do not agree to the intent and conditions of the subcontracting, the parties shall submit the issue to an Arbitrator to decide this interest arbitration based on this Section of this Agreement in accordance with the existing Arbitration Procedure. The decision of the Arbitrator shall be final and binding upon the parties.

35.4 Upon request of the Union, the Employer agrees to provide the Union with the contracts defining the terms of any current or future subcontracted work with any third party performing work on the premises of the Employer that is performed by bargaining employees before it is initially contracted.

SECTION 36. CONTRACT CONTAINS ENTIRE AGREEMENT

36.1 This document contains the entire agreement of the parties and neither party has made any representations to the other which are not contained here-in or in covering letters attached here-to.

36.2 This Agreement shall not be amended, modified, changed, altered or waived except by written document executed by the parties here-to.

Section 37. SAVINGS CLAUSE

37.1 If any provision of this Agreement is found to be in conflict with the laws of the State of Hawaii or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.

37.2 The parties further agree that this Agreement may be reopened by either party upon thirty (30) days' written notice only for negotiations regarding the provisions invalidated.

Section 38 Staffing and Mandatory Overtime

Parties are to implement a committee consisting of Union and management representatives to review and discuss staffing and mandatory overtime issues.

Section 39 Contract Sustainability Clause

From the effective date of the new agreement (for contract period starting on July 1, 2016, Should CCOH's census drops an average of 10 or more in average daily census for a period of 45 days or more, management reserves the right to re-open this Agreement to negotiate contract terms related to wages and benefits for the remaining life of the term of this agreement.

From the effective date of the new agreement (for contract period starting on July 1, 2016) if for a sustained and consecutive period of two months or more, CCOH experiences a decline of 15 % or more in its revenue that it is paid due to significant deterioration of its payor mix and/or reimbursement rates cuts paid by external payors, such as Medicare, Medicaid, and/or Managed Care Contracts, CCOH reserves the right to reopen this Agreement for contract negotiations prior to CCOH's invoking this management right stated in this sustainability clause, if deterioration of payor mix is the identified cause of significant revenue declines in excess of 15 %, for two or more months; then CCOH will share its census demographic data, which documents this potential significant decline in its payor mix.

Prior to CCOH's invoking this management right stated in this sustainability clause, if deterioration of payment rates from its pay sources is the identified cause of significant revenue declines in excess of 15 % for two or more months; then CCOH will share the rate letters from the respective pay sources, which document these respective potential SNF payment rate cuts.

Section 40 Labor Management Committee

After the ratification of this current agreement, on a quarterly, or as needed basis, at a mutually agreeable scheduled time, CCOH management and union representatives will meet to discuss labor relations issues related to and covered in this agreement.

Section 41 Amendments to the letter of understanding dated NOVEMBER 11, 2004 Relative to Section 22.9 (b) Vacation Request Procedure for Nursing Department

The employer and the union shall meet within (3) months of the date of the ratification of this CBA to discuss and to develop a simple and more user friendly and mutually agreeable Nursing Vacation Request Policy and Procedure.

Once this new vacation request policy and procedure is formulated and it is agreed upon in writing by both parties; then the existing vacation request procedure as is currently defined by the current agreement in the November 11, 2014 Memo of Understanding, will no longer be in force. This section of the November 11, 2014 Memo of understanding will be removed from this currently existing letter of understanding.

Regarding the Memo of Understanding dated November 11, 2004, by the mutual consent of the union and the employer, the language stated in the section of this Memo of Understanding related to WORK RULES: the existing Memo of Understanding language " The employer agrees to allow union members to wear union buttons during work hours " has been relocated to the body of the main agreement in section 5.1 Work Rules.

Regarding this same Memo of Understanding dated November 11, 2004, language has been added in section 5.4 prohibiting discrimination and/or favoritism due to union members choice to wear union buttons.

Regarding the Memo of Understanding dated November 11, 2004, by the mutual consent of the union and the employer, the language stated in the section of this Memo of Understanding related to MEAL BREAKS: the existing Memo of Understanding language regarding First and Second meal Breaks has been deleted. This change is now reflected in the body of the main agreement in section 16.1 MEAL BREAKS.

Regarding the Memo of Understanding dated November 11, 2004, by the mutual consent of the union and the employer, the language stated in the section of this Memo of Understanding related to REST PERIODS: the existing Memo of Understanding language “ It is agreed and understood that rest periods permitted by the employer are considered work time “ has been relocated to the body of the main agreement in section 16.3 Rest Periods.

Section 42 Amendments to the letter of understanding dated February 2011

Regarding the Memo of Understanding dated February 2011, by the mutual consent of the union and the employer, all of the previously existing language stated in this Memo of Understanding related to “RCU” should now state “VCU”.

Regarding the Memo of Understanding dated February 2011, by the mutual consent of the union and the employer, all of the previously existing language stated in this (MOU) Memo of Understanding related to mediation are deleted due to the fact that the payment terms for the red circled employees are now covered in appendix-2.

Regarding the MOU dated February 2011, by the mutual consent of the union and the employer, in reference to paragraph # 1, all of the previously listed CNA’s who are considered red-circled remain red-circled. For the duration of this agreement, any negotiated changes to the both job rate and shift differentials to be paid to these 11 employees will be outlined in Appendix A-2.

Regarding the MOU dated February 2011, by the mutual consent of the union and the employer, in reference to paragraph # 2, all of the previously listed CNA’s who have been assigned to The VCU: For the duration of this agreement, any negotiated changes to the both job rate and shift differentials to be paid to these 10 employees will be outlined in Appendix A-3. (Rosario Ramos is no longer employed at CCOH)

Regarding the MOU dated February 2011, by the mutual consent of the union and the employer, all of the previously existing language stated in paragraph 3 of this MOU related to” TNA’s “ is deleted. (There is no longer a job class called TNA)Regarding the MOU dated February 2011, by the mutual consent of the union and the employer, all of the previously existing language stated in paragraph 4 of this MOU, dated February 2011, which is related to ” VCU Differentials “ is deleted.

Regarding the MOU dated February 2011, by the mutual consent of the union and the employer, all of the previously existing language stated in paragraphs 5 & 6 of this MOU related to” VCU differentials “ is deleted.

Regarding the MOU dated February 2011, by the mutual consent of the union and the employer, all of the previously existing language stated in paragraphs 8 & 9 of this MOU is deleted.

Section 43 DURATION OF AGREEMENT

43.1 The terms and conditions of the Agreement shall become effective on the first day of July 1, 2016, except where other effective dates are specifically indicated, and shall remain in full force and effect to and including midnight, June 30, 2020. It shall be deemed renewed thereafter from year to year unless either party gives written notice to the other party of its desire to amend or terminate the same. Such written notice shall be given at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days prior to the last day of its original term or the last day of any yearly extended term, as

the case may be. Desired modifications, if any, shall be specified in the written notice. If the stated notice of termination or modification is served by either party, this Agreement terminates upon the expiration of its original term or its yearly extended term.

43.2 The Union shall provide the Employer with written notice of its intent to strike ten (10) days prior to the date of any strike or any work stoppage at or after the termination of this Agreement. In addition, if the National Labor Relations Act (NLRA), as amended, requires additional notice, the Union will comply with such requirement.

IN WITNESS WHERE-OF, the parties here-to, through their duly authorized representatives, have executed this agreement on the 20th day of January, 2017.

THE CARE CENTER OF HONOLULU

**HAWAII HOSPITAL AND
HEALTH CARE WORKERS UNION**

by: /s/ Kevin Cogan Date: 1/20/2017
it's Regional Director

by: /s/ James Kellogg Date: 1/20/2017
it's President

by: /s/ Gliceria Dela Cuesta Date: 1/20/2017
it's Vice President

by: /s/ Mildred Haduca Date: 1/20/2017

Exhibit A

Wage Schedule Non-Patient Care Classifications

<u>Labor</u>	<u>Classification</u>	<u>Effective 7/1/2016</u>		<u>Effective 7/1/2017</u>		<u>Effective 7/1/2018</u>		<u>Effective 7/1/2019</u>	
		<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
I	Dietary Aide Housekeeping Aide	\$11.87	\$12.63	\$12.20	\$12.98	\$12.62	\$13.43	\$13.05	\$13.88
II	Groundskeeper Laundry Worker	\$12.11	\$12.88	\$12.44	\$13.23	\$12.86	\$13.68	\$13.28	\$14.13
III	Dietary Aide Lead Housekeeping Aide Lead Utility Worker	\$12.34	\$13.13	\$12.67	\$13.48	\$13.09	\$13.93	\$13.52	\$14.38
IV	Maintenance Worker	\$13.34	\$14.19	\$13.67	\$14.54	\$14.00	\$14.89	\$14.33	\$15.24
V	Cook II	\$13.54	\$14.40	\$13.87	\$14.75	\$14.29	\$15.20	\$14.71	\$15.65
VI	Maintenance Worker Lead	\$14.68	\$15.62	\$15.01	\$15.97	\$15.43	\$16.42	\$15.86	\$16.87
VII	Cook I	\$14.88	\$15.83	\$15.21	\$16.18	\$15.63	\$16.63	\$16.06	\$17.08
VIII	Cook Lead	\$15.64	\$16.64	\$15.97	\$16.99	\$16.50	\$17.44	\$16.82	\$17.89

START RATES

- For classifications in Exhibit A and Exhibit A-1, based on six (6) percent below the applicable job rate
- Newly hired employees progress from start rate to job rate after six (6) months.

Exhibit A-1

Wage Schedule Patient Care Classifications

<u>Labor</u>	<u>Classification</u>	<u>Effective 7/1/2016</u>		<u>Effective 7/1/2017</u>		<u>Effective 7/1/2018</u>		<u>Effective 7/1/2019</u>	
		<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
I	Certified Nurse Aide	\$14.22	\$15.13	\$14.60	\$15.53	\$15.07	\$16.03	\$15.54	\$16.53
II	Certified Nurse Aide Lead	\$14.56	\$15.49	\$14.94	\$15.89	\$15.41	\$16.39	\$15.88	\$16.89
V	LPN	\$23.83	\$25.35	\$24.39	\$25.95	\$25.05	\$26.65	\$25.71	\$27.35
VI	Head LPN**								

** Differential of \$1.00 from LPN Job Rate

<u>\$1.50 VCU CNA Differential</u>	\$250 Bonus Every 6 Months (July/January) Differential Reduced To \$0.70 per Hour	\$250 Bonus Every 6 Months (July/January) Differential Reduced To \$0.30 per Hour	\$250 Bonus Every 6 Months (July/January) Differential Reduced To \$0.0 per Hour	Job Rate of \$16.53
<u>\$2.25 VCU CNA Differential</u>	\$250 Bonus Every 6 Months (July/January) Differential Reduced To \$1.45 per Hour	\$250 Bonus Every 6 Months (July/January) Differential Reduced To \$1.05 per Hour	\$250 Bonus Every 6 Months (July/January) Differential Reduced To \$0.55 per Hour	\$300 Bonus Every 6 Months (July/January) Differential Reduced To \$0.0 per Hour

Exhibit “B”

Authorization for the Deduction of Union Dues and Fees Out of Wages

The undersigned hereby voluntarily agrees to have the Care Center of Honolulu (hereinafter referred to as the “Employer”) deduct from my wages, Union initiation or reinstatement fees and/or dues in an amount as certified to you in writing by the Union, and to turn over to the Union any and all such monies on a monthly basis.

This authorization shall become effective upon the date set forth below and cannot be canceled for a period of one year from the date or until the termination of the existing collective bargaining agreement between the Employer and the Union (including any extensions thereof), whichever comes first.

I agree and direct that the authorization shall be irrevocable for successive periods of one year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter unless:

1. I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of any such one year period; or
2. In the case of the expiration of any applicable collective bargaining agreement between the Employer and the Union during any such one year period, I cancel this authorization by written notice to the Employer at any time during the period following the expiration of the applicable collective bargaining agreement and ten (10) days after the effective date of any new agreement.

This authorization shall end if my employment with the Employer ends.

This authorization is made pursuant to the provision of Section 302C of the Labor-Management Relations Act of 1947, as amended.

Date _____ Employee Name _____

Employee Signature _____