

**Memorandum of Understanding Between the
Hawaii Hospital & Health Care Workers Union and The Care Center of Honolulu**

This Memorandum of Understanding Amends the Collective Bargaining Agreement (CBA) between the parties that was effective July 1, 2018 to July 1, 2020, and extended by mutual agreement through December 31, 2020. No other issues or matters remain open and this constitutes a full and complete understanding of the terms of the parties CBA.

- A. Employees employed prior to April 1, 2021 shall continue all of the provisions of the current Collective Bargaining Agreement, except as noted below for wages, the Kaiser Plan and seniority.**

Exhibit A and Exhibit A-1 Wage Schedule for employees hired before April 1, 2021

1. Effective upon the signing of this Agreement, All Bargaining Unit employees employed prior to April 1, 2021 shall receive a Three Hundred Fifty Dollar (\$350.00) Bonus.
2. July 1, 2021 all Bargaining unit employees employed prior to April 1, 2021 shall receive a 2% increase except dietary aides and housekeeping;
3. Effective July 1, 2021 Dietary Aides and Housekeeping Aides shall receive Thirty-Three Cent (\$0.33) wage increase.
4. Effective January 1, 2022 7/1/21 Dietary Aides and Housekeeping Aides shall receive Thirty-Three Cent (\$0.33) wage increase.

Kaiser Health Plan.

1. Employees employed prior to April 1, 2021 and who has a Kaiser Health Plan shall be red circled and their Kaiser plan shall continue until they voluntarily elect to change plans.
2. The Kaiser Health Plan shall not be offered to those employed after April 1, 2021

Reopener.

The parties agree to a reopener on wages and health care costs on July 1, 2022.

Benefit to Wage Conversion.

1. Current Employees shall have the opportunity to voluntarily select the Benefit Conversion Wage twice yearly for the duration of this agreement.
2. Such selection shall be every May and November during the length of this agreement. Once the Conversion Wage Scale is selected, an employee may not revert to their previous wage scale.

- B. All new hires on or after April 1, 2021 shall be subject to the amended provisions listed below:**

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Section 19. Overtime and Premium Pay

Section 19.1

1. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week.

Section 19.11. Shift Differential

Any regular employee who is required to work on a night shift shall receive a night shift differential of Seventy-Cents (\$0.75) per hour for all hours worked within the Night Shift (2300-0700).

Section 21 and Section 22 Combined. Paid Time Off Leave

21. 1 Eligibility For PTO.

- a. Any regular full-time or regular part-time employee shall be entitled to paid time off (PTO) accumulated pro rata per month from the last date of hire according to the following schedule.

<u>Years of Service</u>	<u>PTO Earned</u>
1	80
2	88
3	96
4	104
5	112
6	120
7	128
8	136
9	144
10	160

21.3 Employee Notice and Certification.

To be eligible for PTO leave due to illness or injury preventing the employee from performing their normal work duties, the employee who wishes to request PTO leave, must notify their respective department head or the In-house Nursing Supervisor of their 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 afforded fair and due consideration by the Employer on a case by case basis.

Certificate from a Licensed Physician

1. 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

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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.

2. 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.
3. Employees who wish to return from PTO leave due to sickness 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 PTO leave benefits. An employee who submits a fraudulent sick leave request or PTO 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.

21.5 Accumulation

Earned PTO leave 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 PTO leave must be taken each year. PTO leave of less than one (1) full workday may be granted but not less than one (1) hour.

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

21.6 Overtime

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

21.7 PTO Non-sickness Advance Request Procedure.

a. Non-Nursing Departments.

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Whenever possible, consistent with operational requirements, the preferences expressed by an employee for a particular PTO leave 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 PTO leave periods, provided that operations will not be impaired, and the approval of the employee's supervisor is secured in writing, and no overtime results from the change.

b. Nursing Department.

CCOH will continue the existing policy and practice relating to scheduling vacation for nurses and apply the same to scheduling PTO leave not due to illness or injury.

23.1 Holidays

The following Holidays shall be observed and recognized as paid holidays for all employees hired after April 1, 2021.

New Years Day

Memorial Day

Independence Day

Labor Day

Thanks Giving Day

Christmas Day

Section 26. Medical and Dental Coverage

26.1 Medical Plan

1. The Employer shall make available for each regular employee who is not covered by another medical plan, the Uni8vesity Health Alliance (UHA) Medical Plan 3000 with Chiropractic Caer plus Drug and Vision rider.

2. The Employer shall pay the full cost of the Single plan.

C. The following amendments to the CBA shall apply to all bargaining unit employees:

13. Seniority

13.1 Seniority Defined.

The purpose of seniority is to afford consideration under the provisions of this section to senior employees in recognition of their length of service to the Employer. Seniority is defined as

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company seniority and shall commence from the most recent entry into the bargaining unit as a regular full-time or a regular part-time employee.

Section 39 Contract Sustainability Clause

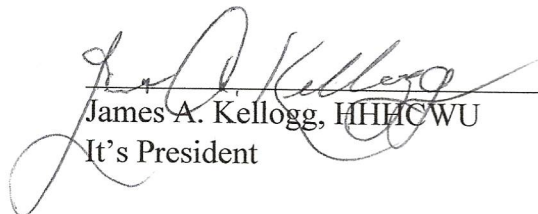
From the effective date of the new agreement, should CCOH's census drops below 160 or more in average daily census for a period of forty-five (45) days or more, management reserves the right to re-open this Agreement to negotiate contract terms related to wages and benefits for the remaining life of the term of this agreement.

Section 43. Duration of Agreement

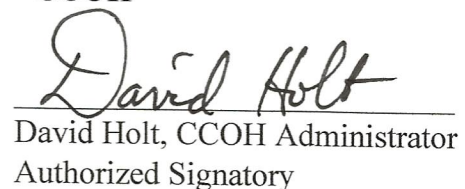
The terms and conditions of the Agreement shall become effective upon its ratification, except where other effective dates are specifically indicated, and shall remain in full force and effect to and including midnight, June 30, 2023.

Agreed and Understood this 17th Day of June 2021.

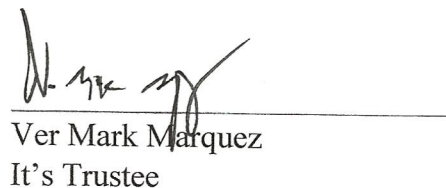
**Hawaii Hospital & Health Care Workers Union
"HHHCWU"**


James A. Kellogg, HHHCWU
It's President

**The Care Center of Honolulu
"CCOH"**


David Holt, CCOH Administrator
Authorized Signatory

Not Available (ill)
Gliceria Dela Cuesta
It's Vice President


Ver Mark Marquez
It's Trustee

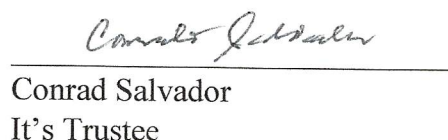

Conrad Salvador
It's Trustee

Exhibit "A"

Wage Schedule Non-Patient Care Classifications

	TIER ONE UNION RATES				TIER TWO UNION RATES *	
	<u>Effective 7/1/2021</u>		<u>Effective 1/1/2022</u>		<u>Effective 4/1/2021</u>	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
DIETARY	Cook Lead	17.16	18.25		19.88	20.95
	Cook I	16.38	17.42		19.12	20.14
	Cook II	15.00	15.96		17.77	18.71
	Dietary Aide Lead	13.79	14.67		16.58	17.44
	Dietary Aide	13.38	14.21	13.71	16.11	16.94
HOUSEKEEPING	Housekeeping Aide Lead	13.79	14.67		16.58	17.44
	Utility Worker	13.79	14.67		16.58	17.44
	Laundry Worker	13.55	14.41		16.34	17.19
	Housekeeping Aide	13.38	14.21	13.71	16.11	16.94
MAINTENANCE	Maintenance Worker Lead	16.18	17.21		18.92	19.93
	Maintenance Worker	14.62	15.54		17.39	18.30
	Groundskeeper	13.55	14.41		16.34	17.19

START RATES

Newly hired employees progress from Start Rate to Job Rate after six (6) months

*** TIER TWO UNION RATES**

Rates for all new hires after 4/1/2021 and also any Bargaining Unit Employees that elect benefit conversion rate
With a different set of benefits as outlined in Letter of Understanding associated with this Exhibit

Exhibit "A-1"
Wage Schedule Patient Care Classifications

	Tier One Union Rates		Tier Two Union Rates *	
	<u>Effective 7/1/2021</u>		<u>Effective 4/1/2021</u>	
Nursing	Start Rate	Job Rate	Start Rate	Job Rate
CNA	15.85	16.86	19.38	20.37
CNA Lead	16.20	17.23	19.72	20.73
LPN	26.71	28.35	28.77	30.41
HEAD LPN	27.71	29.35	29.77	31.41

START RATES

Newly hired employees progress from Start Rate to Job Rate after six (6) months

*** Tier Two Union Rates**

Rates for all new hires after 4/1/2021 and also any Bargaining Unit Employee that elect Benefit To Wages conversion rate
With a different set of Benefits as outlined in the Letter of Understanding associated with this Exhibit