

AGREEMENT

THIS AGREEMENT made and entered into by the between BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC., hereinafter referred to as the "Employer," and the HAWAII NURSES' ASSOCIATION, hereinafter referred to as the "Association";

WITNESSETH:

Section 1. RECOGNITION

The Employer recognizes the Association as the exclusive representative for all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment.

Section 2. COVERAGE

This Agreement shall cover all nurses who can legally practice as registered nurses in the State of Hawaii and who are working as registered nurses, hereinafter referred to as employees, employed by the Employer at its Hawaii facilities. Excluded from coverage by this Agreement shall be employees holding executive, administrative or supervisory positions, employees who do not meet the criteria of Section 3, Employment Status Defined, employees who occupy positions that are one hundred percent (100%) funded by outside sources, and temporary employees who work less than ninety (90) days.

Section 3. EMPLOYMENT STATUS DEFINED

3.1 Employment Status Defined. The term "employee" or "employees" as used in this Agreement shall include employees of the Employer as provided by Section 2 and consistent with the definitions below.

3.2 Regular Full-Time Employees. A regular full-time employee is one who works a predetermined work schedule amounting to forty (40) hours per week.

3.3 Thirty-Six (36) Hour Employee. Notwithstanding the provisions of subsection 3.2, the definition of regular full-time employees shall include those employees who work a predetermined work schedule amounting to thirty-six (36) hours per week.

3.4 Regular Part-Time Employees (Predetermined). A regular part-time employee (predetermined) is one who works a predetermined work schedule amounting to twenty (20) hours or more per week but less than forty (40) hours per week.

3.5 Regular Part-Time Employees (Quarterly). A regular part-time employee (quarterly) is one who does not work a predetermined work schedule but who is paid for at least two hundred sixty (260) hours in a calendar quarter.

3.6 Part-Time Employees. A part-time employee is one who works a predetermined work schedule amounting to sixteen (16) hours or more per week but less than twenty (20) hours per week and is paid for less than two hundred sixty (260) hours in a calendar quarter.

3.7 Temporary Employees. A temporary employee is one who is employed for a limited time, not to exceed a period of ninety (90) calendar days or who is employed to replace an employee who is on a leave of absence in which case the period of temporary employment shall be for the duration of the leave. The Employer shall notify the Association, under the provisions of Section 4.3, Employee Notices, of any temporary employee who is hired for a period expected to exceed ninety (90) calendar days and the anticipated duration of the leave. Temporary status beyond the above-stated parameters shall only be extended by mutual written agreement with the Association.

3.8 Per Diem/Call-In. A per diem/call-in employee is one who works intermittently and only provides relief coverage for regular staff. Should the employee be paid for at least two hundred and sixty (260) hours in a calendar quarter, the employee shall be considered a regular part-time (quarterly) employee in accordance with subsection 3.4 above and is covered by the terms of this agreement.

Section 4. ASSOCIATION SECURITY

4.1 Definition of Member in Good Standing. A member of the Association in good standing shall mean one who becomes and remains a dues paying member of the Association, or who pays a service fee for representational activities of the Association related to the negotiation and administration of the collective bargaining agreement. Present employees covered by this Agreement shall, immediately following the expiration of thirty (30) calendar days after the execution of this Agreement, choose as a condition of employment one of the following options:

(a) Become and remain a member of the Association for the duration of this agreement,
or

(b) Pay to the Association (either directly, or by means of Exhibit "B-1", Assignment Wages for Association's Negotiation and Administration of Contract) for the Association's negotiation and administration of the collective bargaining agreement on the employee's behalf, a monthly service fee equal to the membership dues uniformly required as a condition of retaining membership in the Association.

(c) Employees with bona fide religious convictions are exempted from the provisions of 4.1(a) above. Such employees must submit a letter from their church or sect leader that a historical, bona fide religious conviction exists and that such conviction is an appropriate exemption as defined in Section 19 of the NLRB, as amended. Such employees shall pay a monthly amount equal to the membership dues uniformly required as a condition of retaining membership in the Association either directly or by means of Exhibit "C," "Contribution to Charitable fund," to one of the following charities: (1) Hawaii Heart Association, (2) American Cancer Society, or (3) Muscular Dystrophy Association, (4) National Kidney Foundation - Hawaii Chapter.

4.2 Membership. New employees shall, immediately following the expiration of thirty (30) calendar days from the beginning of employment as a covered employee, choose as a condition of employment one of the above options.

4.3 Employee Notices

(a) At the time of employment, specific attention shall be called to the obligations of Section 4.2(a). The Employer will provide the Association and the Unit Chairperson on or before the fifteenth (15th) of each and every month a list with the names of newly hired employees, employees whose classifications have changed, employees whose names have changed, employees whose addresses have changed, employees going on leave of absence including date, employees returning from leave of absence including date, and terminated employees. On newly hired employees, the list shall also include their date of hire, date of coverage under the Agreement, address, work unit, status, Social Security number and classification.

(b) Employees who are transferred out of the bargaining unit will be reported as transferred and the report will indicate whether such transfer is temporary or permanent.

Section 5. MONTHLY DUES DEDUCTION

5.1 Deduction of Dues

(a) The Employer will deduct Association membership dues from the wages of each covered employee who has made application for membership and who submits the standard signed authorization, Exhibit "B" or "B-1," to the Employer. Deductions shall be made at least once a month. The Employer will remit such amounts by check drawn to the order of the Association along with a listing which includes name, social security number and amount of deduction for each employee for whom a deduction is made. It is agreed that deductions required by law shall have priority over deduction of Association dues.

(b) An employee who, during the term of this Agreement, executes an authorization form for deduction of Association dues out of the employee's wages, shall continue to pay regular monthly dues to the Association in conformance with Exhibits "B," "B-1," and "C."

5.2 Indemnity. The Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any actions that shall be taken by the Employer for the purpose of complying with the foregoing provision of this Section.

Section 6. NON-DISCRIMINATION

There shall be no discrimination by the Employer or the Association against any employee on account of membership or non-membership in the Association, or activity on behalf of the Association provided that such activity does not disrupt the employee's regular duties and responsibilities. The Employer and the Association 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 and The Americans With Disabilities Act of 1992), Vietnam Veteran status as defined in the Vietnam Era Veterans Readjustment Act of 1974 or political beliefs. The Employer agrees not to practice favoritism or partiality to employees in the administration or application of the terms of this Agreement.

Section 7. ACCESS TO EMPLOYER'S PROPERTY

7.1 The Employer shall allow duly authorized representatives of the Association to visit the Employer's facilities, except patient-care areas unless accompanied by a representative of the Employer, at reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances, provided that no interference with the work of any employee shall result therefrom and that the Association representatives shall advise the Employer of such visits and the nature of the visit prior to entering the Employer's premises.

7.2 The Association may request the use of Employer meeting rooms for the purpose of conducting meetings dealing with Association Unit matters. The Employer shall honor such requests provided they are exercised reasonably and subject to the availability of meeting rooms.

7.3 The Employer will allow a duly authorized Association representative to meet with newly hired RN's during their orientation period on non-paid time to present Association information. The Employer shall provide the Association a listing of the dates and times of new hire orientation sessions.

Section 8. BULLETIN BOARDS

The Employer shall permit the posting of official Association notices provided such items are signed and posted by a duly authorized official of the Association and a copy shall be provided to a designated representative of the facility prior to the time of such posting. There shall be a designated space on a bulletin board of at least 11 x 18 inches for Association use at each nursing facility (i.e. Kailua, Wahiawa, Aloha, and Honolulu).

Section 9. MANAGEMENT OF FACILITIES

The Association 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. The exercise of these duties and rights shall be subject to the terms of this Agreement. The Association 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 registered professional nurses. In the event any policy or rule conflicts with a provision of this Agreement, the Agreement shall prevail.

Section 10. HOURS OF WORK

10.1 Definition. 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. This Section shall not be considered as any basis for the calculation of overtime.

10.2 Regular Hours of Work

(a) The workweek shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday. The workday shall begin at 12:01 a.m. and end at 12:00 midnight. Any work shift that commences at 12:00 midnight or earlier shall be deemed to fall within that workday.

(b) The regular workday shall not exceed eight (8) hours, except in those units where flexible work schedules are being tried through mutual agreement between the Employer and the Association. The Employer commits to continue to explore the feasibility of flexible schedules with the long-term intent of attempting to improve the present weekend scheduling. It is understood, however, that the Employer is not obligated to implement any schedule which will result in higher cost to the Employer or adversely affect patient care.

(c) Conditions for the ten (10)-hour, four (4)-day workweek are covered in Exhibit "D." Conditions for the twelve (12) and eight (8)-hour, four (4)-day workweek are covered in Exhibit "D-1" and Exhibit "E." Other mutually agreed work schedules shall be specified in a letter of agreement between the parties.

(d) The regular workweek shall not exceed forty (40) hours.

10.3 Work Shift

(a) The first shift of a workday will normally begin no earlier than 5:00 a.m. and will end no later than 6:00 p.m. The second shift of a workday will normally begin no earlier than 11:30 a.m. and will end no later than 12:30 a.m. The third shift of a workday will normally begin no earlier than 5:30 p.m. and will end no later than 5:00 a.m.

(b) The Employer shall grant employee requests for permanent weekdays off and permanent shifts when an opening is available. Openings on permanent shifts shall be filled subject to patient care requirements and in accordance with the provisions of Section 23.4 (b) Promotions and Transfers.

10.4 Posting of Work Schedules. Work schedules on a unit basis will be posted two (2) weeks in advance; such schedules shall not preclude emergency changes in hours of work. In the event of an emergency and the Employer finds it necessary to change the posted schedule, the employee shall be given as much advance notice as possible. If the schedule is not posted according to the requirements of this Section, each employee scheduled to work on the first Monday of the new schedule shall be paid one and one-half (1-1/2) times their regular straight time rate for all hours worked on the first Monday of the new schedule.

10.5 Work Schedules

(a) Units which desire different work schedules may establish alternate work schedules by consultation and joint determination between the Employer, the Association and the units affected.

(b) Weekends

(1) Definition of Weekend. A weekend is defined as Saturday and Sunday.

(2) Guarantee of Weekends Off For Chronic Unit Employees. Each employee shall be granted every third weekend off. If an employee is required to work on a third consecutive weekend, the employee shall be paid at one and on-half (1-1/2) times the regular straight time rate of pay for all hours worked on that weekend and each succeeding weekend until granted a weekend off. For the purposes of the cycle any absence from work during a weekend (vacation, sick leave, leave of absence, etc.) shall not affect the cycle and the weekend shall be counted as if the employee had been at

work. Employees who successfully bid for any other position, however, shall have their cycle interrupted without any overtime payment by the Employer, and the employee shall assume the weekend cycle of the new position.

[a] The Employer will schedule employees to be off on every other weekend if the Employer has a sufficient number of employees to allow all employees to have every other weekend off. It is understood that the Employer will use its best efforts to schedule Chronic Unit nurses off every other weekend.

(3) Guarantee of Weekends Off For Acute Employees. Effective on the first posted schedule in August 2004, each employee shall be granted every other weekend off. If an employee is required to work on a second consecutive weekend, the employee shall be paid at one and one-half (1-1/2) times the regular straight time rate of pay for all hours worked on that weekend and each succeeding weekend until granted a weekend off. For the purposes of the cycle any absence from work during a weekend (vacation, sick leave, leave of absence, etc.) shall not affect the cycle and the weekend shall be counted as if the employee had been at work. Employees who successfully bid for any other position, however, shall have their cycle interrupted without any overtime payment by the Employer, and the employee shall assume the weekend cycle of the new position.

10.6 Scheduling of Work. In scheduling of work, the Employer will give consideration to the requests of full-time personnel and to employees who are enrolled in courses relating to the nursing profession at an accredited institution of higher learning or a series of classes, conferences or seminars. With regard to such requests, it is understood that the requirements of nursing care are primary.

10.7 Exceptions. The provisions of Section 10 may be changed by mutual written agreement between the supervisor and the employee. The employee may waive overtime or other penalty payments resulting from such changes except they may not waive overtime payments required by law.

Section 11. MEAL PERIODS AND REST PERIODS

11.1 Meal Period

(a) An uninterrupted meal period without pay of at least one-half (1/2) hour's 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 six (6) 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 said sixth (6th) hour until such time as the employee is afforded the opportunity to eat. Before any employee may be paid any overtime payments due to their inability to have had a meal period within the designated six (6) hours, such employee must have contacted supervisory personnel to notify them of the employee's inability to take a meal period at the scheduled time prior to the employee working through the scheduled meal period. The Employer agrees to make every effort to provide relief to enable employees on mobile assignment to take their meal breaks.

(b) If an employee is required to work an unscheduled second shift (double shift) the employee shall be provided with a meal stipend of five dollars (\$5.00) by the Employer. An unscheduled second shift means that the employee reported to work not knowing they would end

up working a second shift. The stipend will be available on the day of the double shift. No stipend will be provided for employees who knew in advance that they would work an extra shift.

11.2 Rest Periods

A period of fifteen (15) minutes during the first four (4) hours of work and a period of fifteen (15) minutes during the second four (4) hours of work shall be set aside as a rest period with pay for all employees subject to the requirements of complete patient care. If breaks are missed due to patient care, they will be attempted to be made up or combined with a meal period that same day. They will not be carried forward or saved. Employees on mobile assignment unable to take their rest periods may combine the missed break(s) with their meal period provided proper documentation is given to the Employer.

Section 12. COMPENSATION

12.1 Wages. The minimum rates of pay are set forth in the attached Exhibit "A".

12.2 Shift Differentials. An employee working the "evening" shift shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked within the shift. An evening shift is defined as any shift that begins after 12:00 noon but before 10:30 p.m.

12.3 Payment of Shift Differential

(a) Permanent Evening Shift Employees. Employees who are on permanent evening shift shall receive the appropriate shift differential as part of their regular straight time hourly rate and shall receive such differential for all hours paid as long as they remain permanent evening shift employees.

(b) Other Employees. Employees who are not on permanent evening shift shall receive the appropriate differential as outlined in 12.2 above for all hours worked within the evening shift. Employees who are called in to work prior to their scheduled shift shall receive the appropriate shift differential if their start time falls within the shift hours outlined in (a) above for all hours worked prior to their scheduled shift.

12.4 Reporting Pay. An 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 straight time rate of 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 notification requirements, and from payment of reporting pay.

12.5 On-Call Pay

(a) If an employee is placed "on-call," the employee shall be paid five dollars (\$5.00) for each hour on on-call duty which shall not include time when the employee is recalled to work. On-call time not worked shall not be considered as time worked in determining regular pay, or for overtime or premium purposes.

(b) If an employee is called back to work during an on-call period, the employee shall be guaranteed two (2) hours of work or pay for each call to work and shall be paid at one and one-half (1-1/2) times the employee's regular straight time rate for all hours actually worked (including

the minimum time). Actual work time shall begin when the employee arrives at the designated place of work and shall end when the employee is released by the Employer.

(c) Before the Employer establishes an on-call program for a unit which traditionally has not performed on-call duty, the following procedures shall apply.

(1) The Employer will give the Association and the affected employees thirty (30) days' notice prior to the implementation of such a program.

(2) The Employer will meet with the Association if requested and discuss the method of implementation.

(3) The Employer will take into consideration any personal hardships caused by the implementation of such on-call program.

(4) In implementing an on-call program, the Employer shall utilize volunteer employees to the extent possible.

12.6 Call Back

(a) When a regular full-time employee (not on on-call status) is called to come into work on a scheduled day off or after completing any portion of their regular shift and having left the premises, that employee shall receive a minimum of four (4) hours work and pay at one and one-half (1-1/2) times the employee's regular straight time rate of pay.

(b) When a regular part-time or part-time employee (not on on-call status) is called to come into work after completing a regular shift and having left the Employer's premises, that employee shall receive a minimum of four (4) hours' work or pay.

(c) The rate of pay for such call back shall be one and one-half (1-1/2) times the employee's regular straight time rate. Such call back as defined above shall apply to all work that an employee is called back for within a twenty-four (24)-hour period from the start of their normal shift. However, call back pay shall not apply to employees who are called in while on an on-call status or when they are called back to perform work and such work continues on to their normal work shift.

(d) If an employee is called in prior to their regularly scheduled shift the employee shall receive one and one-half (1-1/2) times their regular straight time rate of pay for all hours worked prior to the commencement of their regular shift. There shall be no minimum time requirement as long as there is no break between the early start and the commencement of their regular shift.

12.7 Overtime

(a) All hours worked in excess of eight (8) hours per day or forty (40) hours per workweek shall be compensated for at the rate of one and one-half (1-1/2) times the regular straight time hourly rate. Work 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 the employee.

(b) There shall be no duplication of overtime or premium payments for the same hours worked under any of the provisions of the Agreement, and to the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium payments under the same or any other provisions, except holiday hours paid at one and one-half (1-1/2) times the straight time rate and holiday hours paid but not worked falling on an employee's regularly scheduled workday shall count as hours towards forty (40) hours in the workweek.

(c) For overtime purposes, shift differentials will be considered as part of the employee's straight time rate of pay.

(d) Employees shall work overtime at the discretion and upon the approval of the Employer. All overtime worked by an employee must be authorized in advance if possible. If, on the day overtime is worked, it is not possible for the employee to secure overtime authorization in advance and if the employee has to work overtime in order to complete assigned duties, the employee shall record the overtime on the day the overtime is worked. The employee will make a record of the overtime explaining the reason for the necessity of working overtime which will be provided to the Employer at the earliest opportunity.

(e) An employee who is scheduled to report back for work to a regular shift after completing a shift of more than four (4) hours without at least ten (10) consecutive hours of rest shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate for all hours worked until a period of ten (10) consecutive hours of rest is provided, regardless of whether the hours worked during the previous shift are at the regular straight time, overtime or premium rate of pay, except where such schedule results from a request of the employee.

(f) Regardless of 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 of work. A break of two (2) hours or less shall not be considered an interruption in the computation of the twelve (12) consecutive hours of work. Scheduled meal periods shall not be counted as part of the consecutive hours worked.

(g) Mandatory Overtime

(1) Mandatory overtime will be used only when necessary and other reasonable resources have been used. Subject to patient care requirements and economic considerations, mandatory overtime shall be rotated on an equitable annual basis with the least senior qualified employee normally being assigned first.

(2) All efforts made prior to invoking mandatory overtime will be documented. This information will be reported through the Labor-Management Committee on a monthly basis and will include the number of mandatory overtime hours. Voluntary overtime hours will be reported through the Labor-Management Committee upon request.

12.8 Relief in Higher or Lower Classification

(a) Employees required to perform higher classification work within the bargaining unit for four (4) hours or more in one workday, shall receive the higher classification rate of pay for hours worked in the higher classification or retain their own salary whichever is greater.

(b) If an employee is required to perform higher classification work in positions outside the bargaining unit for four (4) hours or more in one workday, such employee shall receive a differential of ten percent (10%) of the employee's regular rate of pay for all hours worked in the higher classification.

(c) Employees required to perform lower classification work shall retain their regular rate of pay during such hours of work.

12.9 Promotion and Demotion

(a) Employees promoted to a higher classification in the bargaining unit shall receive the salary in the higher classification or retain their own salary whichever is greater.

(b) If an employee is demoted to a position of a lower classification, the employee shall receive the salary in the lower classification.

12.10 In-Service Training or Work Related Meeting

(a) If the Employer directs the employee to participate in an in-service training program or any other meeting which is related to their 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 of the employee's own volition and the Employer allows the employee to attend such in-service programs or work related meetings, the Employer shall not be required to pay for the time spent in attendance.

(b) Employees attending required in-service training or work-related meetings shall receive a minimum of two (2) hours pay at the applicable rate, 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.

12.11 Deductions and Itemized Paycheck Stub

(a) Payday will be every other Friday. An itemized stub shall be given with the paycheck showing the following items of information:

- (1) Pay period ending date;
- (2) The gross regular pay;
- (3) Identification of vacation, holiday, sick leave, overtime and other premium pay;
- (4) Itemization of all deductions;
- (5) Net compensation;
- (6) Vacation balance;
- (7) Year-to-date gross pay;
- (8) Year-to-date gross taxes.

(b) For employees who request and receive advance vacation pay, the Employer will deduct taxes so that the deductions will closely approximate the deductions that would have been made had the employee received regular paychecks rather than advance vacation pay.

(c) Payroll Errors. If an error is made by the Employer, the employee will be paid the missed wages in the form of an off-cycle paycheck within three (3) working days of the error being reported to the Employer.

Section 13. CONTINUOUS SERVICE DEFINED

13.1 "Continuous service" for the purpose of vacation and eligibility for leaves of absence is defined as an employee's total length of employment with the Employer in regular full-time and/or regular part-time status, including employment outside of this bargaining unit. Continuous service earned under this Agreement shall include the following:

(a) Scheduled days off, vacation, sick leave, holidays, jury duty, bereavement leave and educational days off under the terms of this Agreement.

(b) Time spent on an authorized leave of absence including medical leaves of absence for TDI and Workers' Compensation not in excess of thirty (30) calendar days.

13.2 An employee's continuous service shall be adjusted for time spent on leaves of absence in excess of the foregoing limits.

Section 14. HOLIDAYS

14.1 Recognized Holidays. The following holidays are recognized as paid holidays within the meaning of this Section.

New Year's Day	Independence Day
Presidents' Day	Admission Day
Kuhio Day	Labor Day
Memorial Day	Thanksgiving Day
Kamehameha Day	Christmas Day

14.2 Eligibility for Holiday Pay

(a) An employee, in order to be eligible for a paid holiday, must have been employed thirty (30) days prior to the holiday and must have earnings in the workweek in which the holiday occurs. The employee must also have worked the last scheduled shift prior to the holiday, the holiday if scheduled and the employee's next scheduled shift following the holiday unless an absence from one or more of such shifts is authorized by the Employer.

(b) If an eligible regular full-time employee is required to work on any of the foregoing holidays [except as provided in (d) below], the employee shall be paid at the straight time rate of pay for all hours worked on the holiday and shall be credited with an additional day of vacation on the basis of eight (8) straight time hours. If the holiday falls on an employee's scheduled day off, the employee shall be credited with an additional day of vacation on the basis of eight (8) straight time hours. Such day may then be scheduled by the employee as a substitute holiday in

accordance with the provisions of 14.3 below or carried as part of the employee's vacation accumulation.

(c) Regular part-time employees shall receive prorated holiday benefits. Part-time employees shall receive prorated holiday benefits only if they work on one of the above holidays. Holiday pay shall be at the employee's regular straight time rate.

(d) The following holidays shall be designated as one and one-half (1-1/2) times straight time days:

Christmas Day
New Year's Day

Regular full-time employees required to work on any of the above listed holidays shall be paid at one and one-half (1-1/2) times the straight time rate of pay for all hours worked on the holiday and shall be credited with a vacation day in accordance with paragraph (b) above.

14.3 Substitute Holiday Observance. Designation of the occurrence of the substitute holiday observance shall be made by the employee providing the Employer is notified by the employee in writing, at least two (2) weeks prior to the posting of the work schedule, and that granting such request does not jeopardize the operating efficiency of the department or nursing unit.

14.4 Holiday Scheduling

(a) In scheduling holiday work, the Employer will, after due regard for operating requirements, consider the employee's preference. Employees will be asked to express their preference between October 1 and October 31. If, during this period, there is a conflict in employees' preference, the employee with greater seniority will merit consideration.

(b) The Employer shall schedule so that the maximum number of regular full-time and regular part-time employees consistent with nursing care requirements are off on either two days at Christmas or two days at New Year's in accordance with the following alternatives:

Christmas Eve Day (Dec. 24) and Christmas Day (Dec. 25)	or	New Year's Eve Day (Dec. 31) and New Year's Day (Jan. 1)
or		or
Christmas Day (Dec. 25) and the day after (Dec. 26)	or	New Year's Day (Jan. 1) and the day after (Jan. 2)

It is understood that should the Employer choose to close on Christmas Day or New Year's Day and open on Sunday(s) to continue to provide patient care and work opportunity the Employer shall not be penalized with overtime pay for hours worked on such Sunday(s).

(c) Those employees having other than Christian religious beliefs may elect to substitute for Christmas Day a holiday that coincides with their religious beliefs.

14.5 Shifts on Holidays. When a shift starts on a 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.

14.6 Recall to Work During Holiday Times. A regular full-time employee who has a scheduled day off to observe a holiday and is recalled to work shall be compensated at the overtime rate and take the holiday off on another day in accordance with the provisions of Section 14.3, Substitute Holiday Observance.

14.7 Holiday During Sick Leave. When a regular employee is sick on a holiday, the employee shall receive sick leave pay, if eligible, and the substitute holiday with pay shall be scheduled in accordance with Section 14.3, Substitute Holiday Observance.

14.8 Exceptions. The provisions in this Section may be modified by mutual agreement, in writing, between the employee and the Employer.

Section 15. VACATIONS

15.1 Vacation Time Earned

(a) After a regular full-time employee completes one (1) full year of continuous service credit, the employee shall receive vacation time for each year according to the following schedule:

<u>Years of Service</u>	<u>Vacation Time</u>
1 but less than 4	2 weeks (80 hours)
4 but less than 7	3 weeks (120 hours)
7 or more years of service	4 weeks (160 hours)

(b) After one year of continuous service, a regular part-time employee shall accrue prorated vacation time.

(c) New regular full-time employees who have completed six (6) months of continuous service may elect to take an advance on their vacation by taking five (5) workdays without pay subject to the vacation scheduling requirements of this section. Employees who exercise this option may upon completion of one (1) full year of continuous service either take two (2) weeks (80 hours) of vacation with pay or take one (1) week (40 hours) of vacation with two (2) weeks (80 hours) of pay.

15.2 Vacation Pay. Earned vacation pay will be paid to regular employees when taking time off at the employee's regular straight time rate in effect at the time the vacation is taken.

15.3 Vacation Time Taken. Whenever possible, consistent with patient needs, the preferences expressed by a regular employee for a particular vacation period will be given consideration.

(a) On or before November 1 of each year, a list of individual vacation credits will be posted and regular employees will be invited to express preferences as to when they wish to take vacations.

(b) On or before December 1 of any year, where partially or wholly conflicting dates are requested by two or more regular employees, seniority shall prevail. Thereafter a regular employee who has selected an available vacation period shall be protected in such choice even though an employee having greater seniority may later request the same dates. Requests made

after December 1 shall be considered in the order of the request. The vacation list shall be posted by December 15.

(c) If selection of a vacation period is requested on a partial basis, a senior employee will be able to exercise his/her seniority on only one (1) choice, and shall schedule the balance of his/her vacation after other employees have expressed their preference. If several employees want to schedule partial vacations, the same system of vacation sign-up will be used for subsequent vacation periods.

(d) Regular employees may sign up for accumulated holidays which must be taken in conjunction with vacation. Regular employees must specify the holidays to be accumulated during their vacation sign-up period and must actually earn the holidays in accordance with Section 14.2 Eligibility for Holiday Pay.

(e) The Employer reserves the right to assign vacation periods in accordance with Section 15.3 (f) to any regular employee who has made no request for a scheduled vacation prior to December 1 in any year.

(f) Two or more regular employees may exchange vacation periods provided the approval of the employee's supervisor is secured in writing and provided no overtime or other premium pay results.

(g) Earned vacation time may accumulate in an amount not to exceed forty (40) hours provided that at least one (1) week of earned vacation time with pay must be taken every year. Additionally, all accumulated holidays which have been converted to vacation days must also be taken within an employee's anniversary year. All accrued vacation hours in excess of forty (40) hours will be paid out in cash at an employee's anniversary date. When cashing out vacation pay, an employee will receive the vacation pay in a separate check from that of the employee's regular paycheck.

(h) The minimum of vacation which may be taken at any one time shall be one (1) hour.

15.4 Holiday During Vacation. When a holiday, for which a regular employee is eligible for holiday pay, occurs while the employee is on vacation, that holiday will be paid for as a holiday rather than being charged against accumulated vacation.

15.5 Sick Leave During Vacation. Regular employees ill or injured during their vacation period may elect to substitute accrued sick leave (if any) for such illness or injury (if certified) for vacation time and pay and reschedule the balance of their vacation according to Section 15.3, Vacation Time Taken. Certification of such illness or injury is required by the Employer.

15.6 Overtime Computation. Time spent on vacation shall not count towards forty (40) hours in the workweek for purposes of overtime or premium computation.

15.7 Serious Family Illness. If, under the provisions of Section 17, Leaves of Absence Without Pay, a regular employee is given time off to care for a seriously ill member of the family, the employee may use earned vacation pay for the period of the leave.

15.8 Recall to Work During Vacation Time. When a regular employee is recalled to work after having started a vacation period and before completing same, the employee shall be paid one and one-half (1-1/2) times the basic straight time rate (plus shift differential where applicable) for hours worked

during the balance of that paid vacation period. The vacation time so worked shall be rescheduled through mutual agreement.

Section 16. PAID SICK LEAVE

16.1 Eligibility. Any regular employee who, because of illness or injury not compensable under the State Workers' Compensation Law, is prevented from working shall be entitled to paid sick leave in accordance with the provisions of this Section.

16.2 Accumulation

(a) Each regular full-time employee shall accumulate 3.70 hours of sick leave for each pay period of employment up to a maximum of one hundred (100) days (800 hours).

(b) Regular part-time employees shall accumulate prorated sick leave credit based on their actual hours paid to a maximum of two hundred and sixteen (216) times their current pay period accrual rate.

16.3 Pay During Sick Leave. A regular employee shall not be eligible for sick leave pay until after the completion of three (3) months of service. Sick leave shall commence with the first day of illness or injury. Sick leave shall be paid at the employee's regular straight time rate for those hours the employee would have worked except for the illness, but not to exceed eight (8) hours a day or forty (40) hours per workweek.

16.4 Overtime Computation. Sick leave, whether paid or not, shall not be counted as time worked for purposes of computing overtime or premium pay.

16.5 Employee Notice. An employee absent on sick leave shall notify the Employer of the employee's pending absence at least two (2) hours prior to the day shift or at least three (3) hours prior to the evening shift. The employee shall also notify the Employer before returning to work by calling prior to 10:00 a.m. of the same day for evening shift employees and by 2:00 p.m. of the same day for night shift employees. The return to work notice for day shift employees shall not be later than 10:00 p.m. of the previous day. An employee not fulfilling the requirements of this subsection will not receive sick leave pay. Employees who cannot give the Employer a specific return date shall keep the Employer apprised of their status on a regular basis at times established by the Employer.

16.6 Certification of Illness or Injury. The Employer may require certification by a licensed physician or Employee Health (if hospital has Employee Health) that the employee's absence from work was caused by a bona fide illness or injury justifying the employee's absence before sick leave shall be payable. The Employer may not require medical certification after an employee is well and ready to return to work. Abuse of this section by the employee may be just cause for discharge.

16.7 Workers' Compensation. A regular employee absent from work due to a work-related injury or illness may request sick leave pay to be integrated with Workers' Compensation benefits so that the employee receives the equivalent of regular pay for those days for which the employee is entitled to receive Workers' Compensation payments.

16.8 Temporary Disability Insurance

(a) The Employer will provide a Temporary Disability Insurance Plan to all employees covered by this Agreement. Benefits will become payable immediately after employees exhaust their sick leave, but shall not commence before the eighth (8th) day of disability, and shall continue for twenty-six (26) weeks with a maximum of twenty-six (26) weeks in a benefit year. Employees shall receive fifty-eight percent (58%) of weekly earnings but not more than provided by the Hawaii Temporary Disability Insurance Law. The TDI plan shall be non-contributory for employees.

(b) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be, for all job related purposes, temporary disabilities. Employees must be certified by a physician upon commencement and termination of disability.

Section 17. LEAVES OF ABSENCE WITHOUT PAY

17.1 Family & Medical Leave & Medical Disability Leave. An employee shall be granted a leave of absence without pay for the reasons and maximum times listed below:

(a) Family & Medical Leave. In compliance with the provisions of the Family and Medical Leave Act, after one (1) continuous year (12 months and at least 1,250 hours) of employment, not to exceed twelve (12) weeks for the care of a newborn or newly adopted child, family member's serious illness or the employee's own serious health condition (as provided in the Federal Family and Medical Leave Act). When Family & Medical Leave is taken for an employee's serious health condition, and the condition exceeds twelve (12) weeks, such employee shall be placed on a Medical Disability Leave in accordance with section 17.1(b), except the maximum allowable time off shall be reduced by the length of time the employee spent on Family & Medical Leave. Employees taking Family & Medical Leave for their own serious health condition shall be required to take 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 serious health condition, the employee shall be required to take accumulated vacation, to the extent available, for the duration of the leave. Employees who exhaust Family & Medical Leave for a reason other than their own serious health condition and who want additional time off must apply for Personal Leave in accordance with section 17.2(a), except the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family & 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.

(b) Medical Disability Leave. After completion of the probationary period or the exhaustion of Family & Medical Leave, not to exceed one (1) year from the date of disability. Medical Disability Leaves may be extended for up to one (1) additional year (total of twenty-four [24] months from the date of disability). The maximum time allowed shall be reduced by the length of time spent on Family & Medical Leave. Employees who are on TDI or Workers' Compensation shall, upon exhaustion of Family & Medical Leave be placed on a Medical Disability Leave, if eligible. Employees who are on Family & Medical Leave and/or Medical Disability Leaves for maternity-related disabilities and who want additional time off beyond their disability period must apply for Personal Leave for the period of time exceeding the maximum time allowed on Family & Medical Leave. Additional time off under personal leave shall be in

accordance with section 17.2(a), except the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family & Medical Leave.

17.2 Personal, Educational, Emergency, and Association Business Leaves. An employee upon written request may be granted a leave of absence without pay for the reasons and maximums listed below:

(a) Personal. After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), not to exceed six (6) months for reasons not covered under Family & Medical Leave. Employees on Personal Leave shall be required to take their accumulated vacation but may save one (1) week.

(b) Educational. After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), for one (1) year or the length of the course's term (whichever is less) for courses related to their job, a higher rated job, or a course requirement in a program of study leading to a work-related certification, license or degree. When such a course is a Master's or B.S. program, the leave may be extended to two (2) years. An employee shall not be required to take accumulated vacation for educational leaves.

(c) Emergency. After completion of thirty (30) calendar days of employment, not to exceed four (4) calendar weeks for reasons not covered under Family & Medical Leave. An employee may take accumulated vacation for emergency leaves.

(d) Association Business. After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), not to exceed one (1) year, nor for more than one (1) employee at any time. An employee shall not be required to take accumulated vacation for Association business leaves.

17.3 Reinstatement From Leave. Upon return from a leave of absence within the approved time limits, but no longer than one (1) year, the employee shall be reinstated to his/her former regular position. If conditions have so changed that it would be unreasonable to reinstate the employee in the same position, the Employer will reinstate the employee in a position as nearly comparable to the employee's original position as is reasonable under the circumstances. Employees on approved leaves exceeding one (1) year (Medical Disability or Educational) shall have reinstatement rights to the first available opening for which the employee is qualified.

17.4 Benefits During Leave

(a) Family & Medical Leave. In compliance with the Act the Employer shall continue the employee's medical and dental coverage on the same basis as if the employee had been working.

(b) Except as specified above, it shall be the employee's responsibility to make advance arrangements if the employee intends to retain and continue health plan and/or other insured benefits (at the employee's expense) during such leave, if such leave extends past coverage already paid for by the Employer.

17.5 Leave Requests. Employees requesting leaves of absence shall request such leaves in writing at least thirty (30) days prior to the date requested (except for emergencies, unforeseen Family & Medical Leaves and unforeseen medical disabilities) and specify the date of return to work. The date of return may be changed by mutual agreement. Failure to return at the expiration of an authorized leave

shall be considered a resignation. Employees who wish to return to work prior to the expiration of their authorized leave may do so only if approved by the Employer. If a leave request is denied, the employee may request the reasons for the denial in writing.

17.6 Purpose of Leave. Employees granted leaves of absence shall utilize such leaves only for the purposes for which the leaves were approved. Employees who desire to work for the Employer on a part-time or call-in basis will be afforded the opportunity to do so (if such work is available) and shall retain their regular hourly rate of pay for such work. Employees who wish to perform work for other employers may do so only upon the approval of the Employer. Work for other employers may be approved as long as such work does not alter the basic purpose of the leave as originally approved by the Employer.

Section 18. LEAVES OF ABSENCE WITH PAY

18.1 Funeral Absence With Pay. In the event of death in the immediate family of a regular employee, when proper evidence has been submitted to the supervisor, such an employee shall be granted three (3) days off with pay from the employee's work schedule. The immediate family is defined as father or stepfather, mother or stepmother, spouse, child or stepchild, brother or stepbrother, sister or stepsister, mother-in-law or father-in-law, grandparents or grandchildren. Upon request, employees may be granted a reasonable number of additional days (either without pay or utilizing vacation days) to be used in conjunction with the funeral absence with pay.

18.2 Jury Duty

(a) Any regular 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 so spent and the amount of jury pay.

(b) It is also understood that if evening and night shift employees serve on a jury on a workday 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). Employees must, however, give the Employer as much advance notice as is given them in regards to the requirements of the jury service.

(c) Any 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 time worked and compensated for under the provisions of this Agreement.

Section 19. FLEXIBLE BENEFITS PROGRAM Health Plan Coverage

19.1 Hospital-Medical-Surgical Coverage

(a) The Employer shall offer employees a choice of insurance plans under the Flexible Benefits Program. The Employer shall pay ninety percent (90%) of the employee only premium and eighty percent (80%) of the difference for the two (2)-party and family coverage.

(b) Employee contributions will be made bi-weekly through payroll deduction at a pre-tax status for Federal Income and FICA taxes.

19.2 Dental Coverage

(a) The Employer shall offer employees a dental insurance plan under the Flexible Benefits Program. The Employer shall pay ninety percent (90%) of the employee only premium and eighty percent (80%) of the difference for the two (2)-party and family coverage.

(b) Employee contributions will be made bi-weekly through payroll deduction at a pre-tax status for Federal Income and FICA taxes.

19.3 Life Insurance Plans. The Employer shall offer employees the following life insurance plans:

Basic Life Insurance	<u>Cost paid by the company</u> at two times the employee's annual salary. Maximum benefit of \$400,000.
Supplemental Life Insurance	<u>Employee paid, optional</u> , available at one, two, or three times the employee's annual salary. Low group rates. Maximum benefit of \$600,000.
Accidental Death and Dismemberment	<u>Cost paid by the company</u> at two times the employee's annual salary. Maximum benefit of \$400,000.
Business Travel Accident Insurance	<u>Cost paid by the company</u> at five times the employee's annual salary.
Dependent Life Insurance	Coverage levels of \$10,000 spouse/\$2,000 dependent or \$20,000 spouse/\$5,000 dependent. Optional, employee paid. Low group rates.

19.4 Disability Plans. The Employer shall offer employees the following disability plans:

Short Term Disability	60% of basic weekly earnings to maximum of \$1,962 per week, a portion of benefit payment is tax free, after 14 day waiting period, for up to 166 days if certified as totally disabled. This short term disability is optional and is in addition to the Hawaii state plan. If the employee is covered under the Hawaii state plan and the voluntary STD plan, the employee will receive a combined benefit equal to 60% of basic weekly earnings.
Long Term Disability	<u>Cost paid by the company</u> at 60% of basic monthly earning to a maximum of \$8,500 per month, a portion of the benefit payment is tax free, benefit payments after 180 day waiting period. See booklet for duration of benefit payments.

19.5 Flexible Spending Accounts

The Employer shall make available the option to enroll into the following:

- (a) Medical Spending Accounts
- (b) Dependent Spending Accounts

19.6 Eligibility

(a) Medical and Dental Plan coverage shall apply to all regular full-time and regular part-time employees who elect such coverage. Coverage begins on the first of the month following four (4) consecutive weeks of employment.

(b) All other benefits shall apply to only regular full time and regular part time employees who work a minimum of thirty (30) hours per week. Coverage begins after the employee has completed three (3) months of continuous service for the Employer.

19.7 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 a change, the Employer shall notify the Association sixty (60) days in advance and inform the Association of the contemplated changes in order to allow the Association to inspect the new plan to insure that the overall benefits to the employees are being maintained. In the event the Association can substantiate that the new plan is not equal to or better than the present plan on an overall benefit basis, the Association 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 the provisions of Section 27.2, Step 4 (Arbitration). In the event the Association requests arbitration, the Employer shall delay any implementation until receiving the arbitrator's decision.

19.8 Employee Health Requirements

(a) Required Physical. Employees shall be made aware of applicable health requirements, which are a condition of employment, at the point of hire or transfer to a new job classification. All required physical examinations and other required tests shall be performed on the employee's paid time. An employee may elect to have a physical examination performed by a private physician, the cost of which will be borne by the employee and shall be done on their own time. The employee's private physician shall report the results of the physical examination on the hospital's standard form within the time limits established by the Employer.

(b) Optional Physical. In addition to the required physical, a regular employee may elect to take a complete physical examination, including x-ray and laboratory tests annually for employees age forty (40) and above and biennially for other regular employees (unless the Employee Health Physician or the Employee Health Office indicates the necessity of more frequent physicals).

19.9 Retirement medical and dental benefits (if any) and other retirement benefits will be offered under the same terms as provided to clinic level nurses in any Fresenius Medical Care-North America clinic.

Section 20. EDUCATION AND PROFESSIONAL IMPROVEMENT

20.1 Eligibility. After one (1) year of continuous employment, each regular full-time and regular part-time employee is entitled to three days of paid professional development leave during each year of employment to attend training or educational sessions off premises. For regular full-time and regular part-time employees, the three (3) days of professional development leave shall be paid on the basis of eight (8) hours. After five (5) years of continuous employment, regular full-time and regular part-time

employees are entitled to five (5) days of professional development leave which shall be paid on the basis of eight (8) hours.

20.2 Procedure

(a) Professional development leave must be requested in writing on the form provided, at least two (2) weeks in advance.

(b) The educational activity must either be in the requesting nurse's specialty or, at management's discretion, be of benefit to the employee in the employee's current position.

(c) The educational activity must be scheduled for at least four (4) hours in order to be approved for professional development leave.

(d) The educational activity must be approved by management.

(e) Each day of professional development leave must be taken at one time (professional development leave cannot be taken in increments of hours). For programs lasting four (4) or more hours, nurses will be excused for the total scheduled shift and shall be paid in accordance with the provisions of Section 20.1 above.

(f) Professional development leave will be considered the same as time worked.

(g) Professional development leave will be granted for approved educational activities as requested whenever possible, consistent with operating requirements.

(h) Professional development leave is not accrued from year to year.

(i) The employee is required to provide evidence in writing of attendance at educational activity as requested and approved.

20.3 The Employer will utilize the Continuing Education Credits approved method to credit employees for appropriate required and voluntary in-service.

20.4 Tuition Reimbursement. Nurses entitled to paid educational leave as provided above shall be entitled to tuition reimbursement for expenses (in accordance with 20.2 above). Tuition will be reimbursed only to the extent that budgeted funds are available (up to \$10,000 per year) and not to exceed \$500 per employee per calendar year.

Section 21. PENSION PLAN

21.1 (a) The Employer shall provide a 401(k) Savings Plan to eligible employees. The Plan shall include a fifty percent (50%) Employer match up to six percent (6%) of the employee's gross salary. The details of the plan shall be outlined in a Summary Plan Description. Benefits for the 401(k) Plan will be offered under the same terms as provided to clinic level nurses in any Fresenius Medical Care-North America clinic.

(b) The Employer reserves the right to amend or modify the plan at any time but in no event will there be a reduction of benefits as a result of such amendment or modification.

(c) Benefits for the Profit Sharing plan will be offered under the same terms as provided to staff nurses in any Fresenius Medical Care-North America clinic.

Section 22. SENIORITY

22.1 Probationary Period. A probationary period shall be established for all employees. The probationary period shall be three (3) months for all employees except that employees with less than six (6) months of experience and part-time employees shall have a four (4) month probationary period. Employees who are on a four (4) month probationary period shall be reviewed at the completion of three (3) months' employment. During the probationary period the principle of seniority shall not apply and such employees may be terminated without recourse to the grievance procedure. An employee who takes emergency leave during the probationary period shall have the probationary period automatically extended for a period equivalent to the duration of the leave.

22.2 Seniority

(a) Seniority Defined. Bargaining unit seniority shall begin from the date of last continuous covered employment as an RN by the Employer.

(b) Seniority Delimited. 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 on leaves covered under Workers' Compensation, Sick Leave 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 in excess of one hundred and eighty (180) days or failure to report to work within one (1) calendar week after receiving a recall letter.

22.3 Low Need Days, Layoff and Recall from Layoff

(a) Definition of Layoff

(1) Low Need Days - A reduction in straight time work opportunity in a facility of a short term, temporary nature. This reduction of work opportunity shall be on a shift by shift or partial shift basis.

(2) Temporary Layoff - A temporary reduction of straight time work opportunity from a regular full-time, regular part-time, or part-time employee's regular work schedule which at the time of layoff is not expected to exceed thirty (30) calendar days in duration.

(3) Extended Layoff - A reduction of straight time work opportunity from a regular full-time, regular part-time, or part-time employee's regular work schedule and which at the time of layoff is expected to exceed thirty (30) calendar days in duration but is not expected to be permanent. Extended layoffs would also include temporary layoffs that unexpectedly end up exceeding thirty (30) calendar days in duration. The reduction of straight time work opportunity must be sufficient to cause a change in employment status of the employee.

(4) Permanent Layoff - A complete elimination of work opportunity when, at the time of layoff, there is no reasonable expectation being recalled in the future. Extended layoffs

which result in a complete elimination of work opportunity shall be deemed to be permanent when such layoff exceeds one hundred eighty (180) calendar days.

(b) Layoff Procedure

(1) Low-Need Days.

[a] Prior to invoking low-need day layoff procedures, the Employer shall:

[1] Cancel agency nurses;

[2] Cancel employees who are working additional hours and are being paid at the overtime rate;

[3] Float employees to provide work opportunity if such opportunity exists (i.e. Acute to Honolulu);

[4] Seek volunteers to take vacation or unpaid time off;

[5] Cancel employees who are working additional hours but are not being paid at the overtime rate;

[6] Cancel call-ins or other uncovered employees.

[b] Once the above steps have been taken and further reductions in staff are necessary, the least senior employee scheduled for that shift shall lose work opportunity.

[1] Low-need days shall be addressed on a unit-by-unit, shift-by-shift basis.

[2] The Employer shall provide notice to the employees to be called off in accordance with the following:

(a) Chronic Unit - At least one and one-half (1-1/2) hours prior to the beginning of the day shift and two and one-half (2-1/2) hours prior to the evening shift.

(b) Acute Unit - Notification will be given as soon as possible when the Employer is notified of a patient cancellation. It is the intent of the Employer to provide one and one-half (1-1/2) hours notice whenever possible.

[3] Employees who are called off because of low need and subsequently called back to work and agree to work shall receive their regular straight time rate of pay for all hours worked.

[c] Stand-By Pay In Lieu Of Scheduled Shift.

[1] If an employee is placed in stand-by by the Employer due to low need, the employee shall be paid four dollars and fifty cents (\$4.50) for each hour on stand-by, which shall not include time when the employee is recalled to work. If the employee is called to work during the stand-by period, the employee shall be guaranteed a minimum of two (2) hours work or pay for each call and the rate of pay shall be at the

regular straight time rate of pay. Stand-by pay is not included once the employee is called back to work.

[2] If an employee elects to be placed on stand-by for the employee's regularly scheduled shift, in lieu of floating to a facility, and the Employer is agreeable, the employee shall be paid the applicable stand-by rate in accordance with [1] above for each hour of stand-by.

(2) Temporary Layoff. In the event of a temporary layoff, the Employer will, within the affected work unit or cost center by shift, first seek volunteers to reduce staffing. Such volunteers may take earned vacation or unpaid leaves of absence at the employees' choice. In the absence of sufficient volunteers, employees shall be laid off in accordance with the following:

[a] At the request of the Association or the Employer, the parties may explore the feasibility of a work-share arrangement among employees in lieu of a layoff and may, by mutual agreement, institute such work-share arrangement. If no agreement is reached on a work-share arrangement, employees shall be laid off in accordance with the seniority provisions of this section.

[b] In all cases of temporary layoff, employees shall be laid off by classification within a work unit or cost center by shift in accordance with bargaining unit seniority.

[c] In no event will any displacement of other employees take place in a temporary layoff situation except as outlined in [f] below.

[d] "Float" employees who are normally assigned to float to a particular work unit or cost center shall, for the purposes of Section 22.3, be considered to be employees of the work unit or cost center to which they are normally assigned.

[e] Float employees who are not normally assigned to a particular work unit or cost center shall be considered part of the "float" unit. During temporary layoffs, they shall have priority for all "float" work. During extended layoffs, they shall be laid off within their "float" unit.

[f] Employees who lose work opportunity due to layoff shall be floated out of their unit and have priority over temporary agency nurses, call ins, and regular part-time (quarterly) employees to the extent that they are qualified to perform such work and such move is operationally feasible. This provision shall apply after "float" personnel have been assigned work.

(3) Extended Layoff

[a] In the event the layoff is sufficiently extensive within a work unit or cost center that it is impractical to continue the posted work schedule, the parties may agree to post a new work schedule of shorter duration and waive the two (2)-week notice requirement.

[b] The procedure for extended layoffs shall be the same as for temporary layoffs, except that any employee laid off from a position shall have the right to

displace the position occupied by the least senior employee for which the employee is qualified in the Hospital on each respective island.

(4) Permanent Layoff

[a] In the event of permanent layoff, the same procedure as for extended layoffs shall be followed, except that reduction in staffing by volunteers and work-share arrangements will not be utilized.

[b] Layoffs and recalls from layoffs shall be accomplished as outlined above only on each respective island. Employees permanently laid off from a particular island may apply for available vacancies at the time of layoff on any island. Seniority shall not be broken if an employee refuses a transfer to a position on another island unless the employee's layoff exceeds one hundred and eighty (180) continuous calendar days.

(c) Notification Requirement

(1) In the event of extended or permanent layoffs, the Employer shall notify the Association of its intention as soon as possible.

(2) In the event of permanent layoffs, non-probationary employees shall receive twenty-one (21) calendar days' notice, or pay in lieu of notice, except for layoffs caused by acts of God, disasters, or emergencies totally outside the control of the Employer.

(d) Recall From Layoff

(1) 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.

(2) Temporary Layoff. In recalling the laid-off employee, the Employer shall notify the employee by telephone. The Employer shall also provide the Association with a list of recalled employees. It shall be the responsibility of the employee to keep the Employer and the Association informed in writing of the employee's current address and telephone number. Employees who fail to return to work within forty-eight (48) hours of the date and time of receipt by the Association of the list of recalled employees shall be considered terminated.

(3) Extended Layoff. In recalling the laid-off employee, the Employer shall notify the employee by telephone or if unable to contact the employee by telephone, by certified letter to the address last given to the Employer by the employee. The Employer shall also provide the Association with a list of recalled employees. It shall be the responsibility of the employee to keep the Employer and the Association informed in writing of the employee's current address and telephone number. Employees who fail to return to work within one (1) calendar week from the time of receipt by the Association of the list of recalled employees shall be considered terminated.

22.4 Promotions and Transfers

(a) Promotions. Preference for promotion to all bargaining unit permanent vacancies of higher classification and newly created positions shall be given to present qualified employees. Present employees shall be notified via posting and shall be given an opportunity to apply for such positions. Positions will be posted one (1) week prior to being offered to the public. Among qualified employees whose ability is equal, bargaining unit seniority shall determine the choice. Each applicant for the position shall be notified in writing as to the employee's selection or non-selection. Upon request, each applicant shall be given the reason for the non-selection.

(b) Transfers. The Employer shall also notify employees of all other permanent vacancies which do not entail promotions to a higher classification by posting such vacancies for seventy-two (72) hours (excluding Sundays and holidays) prior to the position being offered to the public. Among qualified employees whose ability is equal, employees who are in the work unit where the vacancy exists shall receive first priority; otherwise, the employee with the most bargaining unit seniority shall be awarded the position. Each applicant for the position shall be notified in writing as to the applicant's selection or non-selection. Upon request, each applicant shall be given the reason for the non-selection.

(c) Temporary Vacancies. Temporary vacancies which are expected to exceed ninety (90) calendar days shall be posted and filled in accordance with the provisions of (b) above. The posting notice shall specify that the temporary position has no guarantee of duration nor does the employee have any guarantee of return to the employee's former position once the temporary position is finished. Employees who transfer into such temporary positions shall maintain their seniority.

22.5 Transfer Out of the Bargaining Unit. In the event an employee is assigned a position outside of the bargaining unit, the employee's bargaining unit seniority will be protected for a period of three (3) years. In the event the employee is transferred back into the bargaining unit or the employee elects to transfer back into the bargaining unit during the three (3) year period, such employee shall be reinstated in the bargaining unit without loss of bargaining unit seniority (the employee shall retain all seniority earned prior to the transfer but shall not accumulate seniority for the period of time spent outside the bargaining unit). After the three (3) year period if the employee transfers back into the bargaining unit, the employee shall be treated as a new hire for the purpose of start rates and bargaining unit seniority except that if such employee has nineteen (19) months or more experience (as defined in Exhibit "A"), the employee shall be paid at the job rate. Employees entering the bargaining unit who have had previous experience with the Employer in a nursing classification other than a bargaining unit position shall be given prorated seniority credit on the basis on one (1) year's seniority for every two (2) years' service with the Employer in such nursing classification.

22.6 Seniority List. Upon request by the Association, the Employer shall furnish to the Association a complete seniority list, including the status, of the employees covered by this Agreement, but not more than once per year.

Section 23. RESIGNATION NOTICE

Each employee shall give the Employer at least twenty-eight (28) calendar days' written notice before the date of resignation. The resigning employee shall be paid accrued vacation in cash providing the employee has twelve (12) months of continuous service. If the employee fails to give such notice, the Employer may not pay the employee for accrued vacation benefits. This notice requirement may be

waived or reduced by mutual agreement between the Employer and the employee when extenuating circumstances exist. If the employee wishes to take accrued vacation benefits in time, the notice requirement shall be twenty-eight (28) calendar days prior to the commencement of the vacation. For employees with less than one (1) year service this Section shall not be applicable to any holidays earned which have been converted to vacation days. Such days shall be paid the employee upon termination regardless of resignation notice. For employees who receive vacation pay along with the termination paycheck, the Employer will deduct taxes so that the deduction will closely approximate the deductions that would have been made had the employee received separate paychecks.

Section 24. DISCIPLINE AND DISCHARGE

24.1 (a) Employees shall be subject to discipline or discharge by the Employer for just and sufficient cause. An employee who is suspended or discharged shall be furnished the reason for the suspension or discharge in writing.

(b) The Employer's house rules shall be conspicuously posted and shall not be inconsistent with the provisions of this Agreement. The Employer agrees to notify the Association of proposed changes in the house rules prior to posting of such new rules and to discuss such changes with the Association's representatives prior to the application. In the event of a conflict between the house rules and the provisions of this Agreement, the Agreement shall prevail.

(c) When the Employer believes there is sufficient cause for discharge, any non-probationary employee shall be placed on seven (7) calendar days suspension pending discharge. Any grievance on the discharge shall be filed within the seven (7) calendar days of suspension.

(d) If an employee is disciplined for a violation of any of the Employer's policies, the employee has the right to be given a copy of the applicable policy.

(e) The Employer recognizes the right of an employee to demand the presence of an Association representative if the employee is to be called into a meeting to receive a written warning or to be suspended or discharged. If the Employer intends at that meeting to issue a written warning or suspend or discharge the employee, the Employer shall, prior to taking such action, notify the employee so that the employee may exercise the right to have Association representation.

Section 25. PERSONNEL INFORMATION

25.1 Personnel File. An employee, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Personnel 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 Association 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.

25.2 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.

25.3 Any derogatory material shall be null and void after two (2) years. An employee who receives a written warning or a suspension may request a follow-up evaluation six (6) months after the occurrence of the incident. Such follow-up evaluation will be placed in the employee's personnel file. An employee may also submit additional pertinent information such as work experience, educational degrees, courses taken, recommendations and awards, to be included in the employee's personnel file.

Section 26. UNIT REPRESENTATIVES

26.1 The Association may appoint one (1) Unit Chairperson and a maximum of one (1) representative for the purpose of handling grievances. The representative shall have seniority only for purposes of layoff over all other employees in the respective work unit assigned.

26.2 Handling Grievances

(a) The representative shall represent employees in the handling of grievances.

(b) The representative shall not interfere with the management of the Employer's operation or direct the work of any employee. The Unit Chairperson may assist other representatives in the handling of grievances.

26.3 Time For Negotiations. Employees who are members of the Negotiating Committee for the Association shall have their schedules adjusted to allow them to participate in negotiations subject to patient care requirements.

Section 27. GRIEVANCE PROCEDURE

27.1 No Strikes, Lockouts, Work Stoppages. The Employer and the Association realize that a hospital is different in its operation from other industries because of its service rendered to the community and for humanitarian reasons and agree that there shall be no lockouts nor suspension of work on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no picketing of the Employer, no strikes, lockouts, work stoppages, sympathy strikes or slowdowns.

27.2 Procedure

(a) The Employer and the Association pledge their active, aggressive and continuing efforts to secure prompt disposition of grievances and agree that most disputes can be solved through oral discussion.

(b) When an employee covered by this Agreement or the Association believes that the Employer has violated the express terms and provisions of this Agreement and that by reason of such violation one of the employee's or the Association's rights under this Agreement has been adversely affected, 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 3 by presenting the grievance, in writing, to the Medical Director (or the designated representative) within seven (7) calendar days of the suspension.) In such cases where grievances are not resolved by informal means, the following procedure shall apply.

(c) 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 extension needed which shall be of reasonably short duration.

(d) 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.

(e) Step 1 - The employee or the unit representative shall take up the grievance with the immediate supervisor within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. The immediate supervisor shall respond to the grievant within seven (7) calendar days.

(f) Step 2 - If the grievance is not adjusted at Step 1, then the grievant may present the grievance, in writing, to the RTC - Hawaii, Inc. Supervisor within seven (7) calendar days. The RTC - Hawaii, Inc. Supervisor shall provide the grievant with a written reply within seven (7) calendar days.

(g) Step 3 - If the grievance is not adjusted at Step 2, then the grievant may present the grievance, in writing, to the Medical Director (or the designated representative) within seven (7) calendar days. Upon receipt of such notice, a meeting shall be held to discuss the grievance between the grievant, the Association Representative and the Medical Director (or the designated representative) within seven (7) calendar days. The Medical Director (or the designated representative) shall respond in writing by the end of the seven (7) calendar days.

(h) Step 4 - (Arbitration) If the grievance is not adjusted at Step 3, the Association shall notify the Employer in writing of the intent to submit the grievance to arbitration within seven (7) calendar days. A grievance at the fourth step shall be submitted to an arbitrator who shall be chosen from the following panel of arbitrators: Michael Nauyokas, Ted T. Tsukiyama, Tamotsu Tanaka, Charles R. Bocken and C. F. Damon, Jr. Within seven (7) calendar days the parties shall by a flip of a coin decide the first choice to alternately strike names from the list until one name remains. The one remaining will serve as arbitrator in the case.

(i) 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 arbitrator shall convene the arbitration hearing as soon as possible after being selected. 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. If briefs or memoranda are to be submitted after the close of the hearing, such briefs or memoranda shall be submitted no later than three (3) weeks from the receipt of the transcripts; replying briefs or memoranda, if any, shall be submitted no later than one (1) week from the submission of the closing briefs or memoranda. In conducting the hearing, the arbitrator shall allow only such postponements as are absolutely essential in the proper presentation of the case unless extensions are mutually agreed upon by both parties. The arbitrator shall render a decision no later than thirty (30) calendar days from the adjournment of the hearing or submission of briefs or memoranda, whichever is later. All decisions of the arbitrator under this section including decisions following informal hearings shall be final and binding upon the parties.

(j) The parties may by mutual agreement request the arbitrator to conduct an informal hearing. Informal hearings shall be conducted without reporters or transcriptions. There shall be no briefs filed by either party. The arbitrator shall issue a decision within twenty-one (21) calendar days from the adjournment of the hearing. The decision of the arbitrator shall be limited to a written statement of the arbitrator's conclusion setting forth briefly the factual basis for the decision.

(k) 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. All decisions of the arbitrator shall be in writing and a copy thereof 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. All fees and expenses of the arbitrator shall be borne equally by the Association and the Employer. Each party shall bear the expenses of the presentation of its own case.

27.3 Mutually Agreed Upon Mediation. The Employer and the Association may agree to use the services of the Federal Mediation and Conciliation Service in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered as a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

Section 28. PROFESSIONAL PERFORMANCE COMMITTEE

The Employer and the Association recognize the need for communication and discussion on matters affecting improved patient care and quality improvement. Therefore the parties agree that a staff nurse from each facility will be included as a member of each facility's Quality Assurance Committee (minimum of five (5) nurses). Nurses will be paid the applicable rate of pay for all time spent at Quality Assurance meetings.

Section 29. ORIENTATION

The Employer shall provide the following orientation:

- (a) New employees with no experience in Hemodialysis:
 - (1) A minimum of four (4) weeks orientation.
 - (2) An additional four (4) weeks with a preceptor.
- (b) Employees with experience in Hemodialysis:
 - (1) A minimum of two (2) weeks orientation.
 - (2) An additional two (2) weeks with a preceptor.

(c) Employees shall not be counted as staff during orientation or preceptorship.

(d) Orientation may be extended or reduced by mutual agreement between the R.N. orientee and the Employer on an individual basis when needed. However, the R.N. orientee may request the full length of time for orientation (four or eight weeks).

Section 30. LABOR MANAGEMENT COMMITTEE

30.1 Purpose. The purpose of the Committee is to provide a method of communication and recommendation to the Employer and the bargaining unit regarding matters of mutual concern and interest with respect to issues affecting professional nurses, taking into consideration contractual agreements, nursing practice and patient care, including review of staffing policies and procedures, completed "Concern for Safe Staffing" forms and the recommendation of changes deemed appropriate by the Committee.

30.2 Membership. The Labor-Management Committee shall be comprised of an equal number of five (5) management and four (4) bargaining unit representatives and an Association Staff Representative. Both parties agree to review annually the participation and effectiveness of their appointed representatives and the functioning of the Committee as a whole.

30.3 Recommendations. Recommendation and actions agreed upon by a consensus of the Committee will be submitted to the Regional Vice President and Association Staff Representative. If the Regional Vice President and Association Staff Representative agree with the proposed recommendation(s), both parties agree to meet within seven (7) calendar days to discuss the issue(s) and arrive at a mutually agreeable solution.

30.4 Meeting Schedule. The Committee will meet monthly unless waived by a majority of the members of the Committee. Additional meetings may be held with the agreement of a majority of the Committee. Bargaining unit employees who serve on the Committee will be paid their straight time hourly rate for those hours spent at committee meetings. The Employer or the Association may, if mutually agreed, invite a person having specialized knowledge or expertise not available on the Committee who can assist in presentation of views related to the matter under discussion. Each party shall designate one (1) member of the Committee to act as a co-chairperson(s). The co-chairs shall be responsible for distributing the meeting agenda at least seventy-two (72) hours before the next meeting. The Committee will establish meeting times and procedures including secretary functions. Minutes will be distributed to all Committee members, the Regional Vice President and the Association. A meeting summary will be made available on all dialysis units.

30.5 The Labor-Management Committee shall not be empowered to make any changes in the terms and conditions of this Agreement or policies and procedures of the Company or any other matter affecting the employment relationship between the Employer and any employee.

30.6 Procedure for reviewing Concern for Safe Staffing Forms:

(a) A copy of all Concern for Safe Staffing Forms is to be sent to the Association and the appropriate clinical manager within five (5) working days.

(b) Any employee who submits a staffing concern form will receive a written response from the appropriate clinical manager within seven (7) working days.

(c) Upon receipt, the forms will be reviewed by the Association to identify units where employees may have staffing concerns. The Association will present the identified units and subsequent staffing forms to the committee for review.

(d) Any employee who submits a Concern for Safe Staffing form may, upon receipt of the manager's written response, refer the issue to the Labor-Management Committee for review.

(e) If the Committee cannot reach consensus regarding any recommendations, the Association reserves the right to submit recommendations directly to the Regional Vice President for review. The Regional Vice President will respond within seven (7) calendar days or within a mutually agreed upon timeframe.

(f) Employees who raise staffing issues and/or initiate a staffing concern shall be free from any reprisal or retaliation.

Section 31. DOCUMENT CONTAINS ENTIRE AGREEMENT

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

Section 32. SAVING CLAUSE

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.

Section 33. MODIFICATION OF AGREEMENT

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

Section 34. DURATION OF AGREEMENT

34.1 This Agreement shall remain in full force and effect from February 1, 2007 to and including January 31, 2010. 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 five (105) 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. If the aforesaid 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.

34.2 The Association 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 NLRA, as amended, requires any additional notice, the Association will comply with such requirement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this Agreement on the 17 day of July, 2007 at Honolulu, Hawaii.

BIO-MEDICAL APPLICATIONS
OF CALIFORNIA, INC.

/s/ Rick Duckworth

HAWAII NURSES' ASSOCIATION

/s/ Keith McCloskey

/s/ Victoria Ogasawara

/s/ Thomas Reetz

/s/ Jessica Espresion

/s/ Michelle Sanfilippo

/s/ William Fisher

/s/ Randy Perez

BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC.
(REGISTERED NURSES)

EXHIBIT "A"

HOURLY WAGE SCHEDULE

		<u>2/1/07</u>	<u>2/1/08</u>	<u>2/1/09</u>
<u>Start Rates</u>				
0 - 6 months	(70%)	27.50	28.33	29.18
7 - 12 months	(75%)	29.47	30.35	31.26
13 - 18 months	(80%)	31.43	32.38	33.34
19 - 23 months	(90%)	35.36	36.42	37.51
	(for 3 months)			
JOB RATE		39.29	40.47	41.68
10-year rate		40.29	41.47	42.68
Certified Nephrology Nurse (CNN) Differential		0.50	0.50	0.50
Certified Dialysis Nurse (CDN) Differential		0.50	0.50	0.50
Charge Nurse Differential		1.50	1.75	1.75
Preceptor Differential		1.50	1.50	1.50

START RATES

1. Newly hired employees shall be given credit for all experience as defined below within the immediately preceding five (5) year period prior to employment:
 - a. Staff Nurse - Direct nurse to patient care of twenty (20) or more hours per week.**
 - b. Clinic Nurse - Direct nurse to patient care of twenty (20) or more hours per week.**
2. Employees will be placed in the appropriate start rate level (at the appropriate month within the start rate level) according to the amount of experience (as defined above) they possess at the time of hire. They will then progress through the start rates until they reach the job rate.
3. Charge Nurse Differential - In the event a head nurse is not on duty on the evening or day shift, a charge nurse will be assigned at such facility for such shift and shall receive the charge nurse differential.

*Those nurses who present actual ANA certification as a Certified Nephrology Nurse (CNN) or Certified Dialysis Nurse (CDN) shall receive a differential of fifty cents (\$.50) an hour above their applicable rate of pay. Such employees shall have their certification differential paid as part of their regular straight time rate and shall receive such differential for all hours paid as long as they maintain their certification.

**For the purposes of Start Rates, nursing care delivered in the following setting will receive full credit:

Acute care facilities, free standing surgical centers, emergency rooms, birthing centers, skilled and intermediate care facilities and home health services. Full credit will also be given to In-Service Instructors employed by acute care facilities.

EXHIBIT "B"

ASSIGNMENT OF WAGES TO COVER ASSOCIATION DUES

I, _____, an employee of BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC., voluntarily agree to have the Employer take out of my wages monthly dues as certified to you in writing by the Association and to turn over to the Association signatory to the existing collective bargaining agreement any and all such monies.

This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Association, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Association, 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 (1) year period; or

(2) In the case of the expiration of the applicable collective bargaining agreement between the Employer and the Association during any such one (1) year period, I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of the collective bargaining agreement.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Employer and the Association.

This authorization shall end if my employment with BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC. ends or when the collective bargaining agreement referred to above no longer covers my employment.

Date _____

Employee's Signature

Effective Date _____

Address

Employee's Social Security No.

EXHIBIT "B-1"

(ASSIGNMENT OF WAGES FOR ASSOCIATION'S NEGOTIATION
AND ADMINISTRATION OF CONTRACT)

ASSIGNMENT OF WAGES FOR ASSOCIATION'S SERVICE FEES

I _____, an employee of BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC., voluntarily agree to have the Employer take out of my wages for the Association's representational activities, including the negotiation and administration of the collective bargaining agreement on my behalf a monthly service fee in an amount no greater than Association dues, as certified to you in writing by the Association, and to turn over to the Association signatory to the existing collective bargaining agreement any and all such monies.

This authorization shall become effective upon the date set forth below and cannot be canceled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Association, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Association, 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 (1) year period; or
- (2) In the case of the expiration of the applicable collective bargaining agreement between the Employer and the Association during any such one (1) year period, I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of the collective bargaining agreement.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Employer and the Association.

This authorization shall end if my employment with BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC. ends or when the collective bargaining agreement referred to above no longer covers my employment.

Date _____

Employee's signature

Social Security Number

Address _____

EXHIBIT "C"

CONTRIBUTION TO CHARITABLE FUND

I voluntarily agree to have the Employer take out of my wages a monthly fee in the same amount as Association dues and, in accordance with the agreement between the Employer and the Association, to turn over all such monies to:

- Check HAWAII HEART ASSOCIATION
- AMERICAN CANCER SOCIETY
- One MUSCULAR DYSTROPHY ASSOCIATION
- NATIONAL KIDNEY FOUNDATION OF HAWAII

This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Association, whichever occurs sooner, or unless I execute an Exhibit "B," Assignment of Wages to Cover Association Dues.

I agree and direct that this authorization shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Association, 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 (1) year period; or
- (2) In the case of the expiration of the applicable collective bargaining agreement between the Employer and the Association during any such one (1) year period, I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of the collective bargaining agreement.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Employer and the Association.

This authorization shall end if my employment with BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC., ends or when the collective bargaining agreement referred to above no longer covers my employment.

Date _____

Employee's Signature

Effective Date _____

Address

Employee's Social Security No.

EXHIBIT "D"

TEN-HOUR SHIFTS

Notwithstanding the provisions of Section 10, Hours of Work, the Employer may establish work schedules of four (4) days of ten (10) hours each within a workweek.

(a) The Employer however agrees not to schedule employees who are on an eight (8)-hour workday to a ten (10)-hour workday as outlined above without the employees' agreement. If the Employer or the Association wants to convert a total unit or department from an eight (8) to a ten (10)-hour workday, the parties shall meet to discuss the feasibility of such a schedule and the parties must reach mutual agreement prior to any implementation.

(b) Such employees shall receive overtime pay only after ten (10) hours of work per day.

(c) Such employees shall receive holiday pay on the basis of eight (8) hours under the provisions of Section 14, Holidays.

(d) Such employees shall accumulate sick leave under the provisions of Section 16, Paid Sick Leave, except that they shall receive up to ten (10) hours of paid sick leave per absent workday up to a maximum of forty (40) hours per week.

(e) Such employees shall earn vacation pay under the provisions of Section 15, Vacations, except that they shall receive up to ten (10) hours of vacation pay per day of vacation up to a maximum of forty (40) hours per week.

(f) Such employees shall receive paid bereavement leave, paragraph 18.1, and jury duty pay, paragraph 18.2, for up to ten (10) hours per day.

(g) Such employees shall receive shift differential in accordance with Section 12, Compensation.

EXHIBIT "D-1"

12-HOUR SCHEDULES

Notwithstanding the provisions of Section 10, Hours of Work, the Employer may establish work schedules of a combination of "twelve (12)-hour and eight (8)-hour" shifts within a workweek or "twelve (12)-hour and four (4)-hour" shifts within a workweek or straight "twelve (12)-hour shifts. The Employer agrees not to schedule employees who are on an eight (8)-hour work day to a "12-8", "12-4", or "12" schedule, as outlined above, without the employee's consent.

(a) Schedules

(1) The "12-8" schedule consists of a combination of "twelve (12)-hour and eight (8)-hour" shifts within a workweek. Full time employees normally work two (2) twelve (12)-hour shifts and two (2) eight (8)-hour shifts per workweek.

(2) The "12-4" schedule consists of a combination of "twelve (12)-hour and four (4)-hour" shifts within a workweek. Full time employees normally work three (3) twelve (12)-hour shifts and one (1) four (4)-hour shift per workweek.

(3) The "12" schedule consists of "twelve (12)-hour shifts within a workweek. Full time employees would normally work three (3) twelve (12)-hour shifts.

(b) Such employees shall receive overtime pay after eight (8) hours when they are on eight (8)-hour workdays. Employees on twelve (12)-hour workdays shall receive straight time pay for all hours worked over eight (8) and double time (2x) for all hours worked over twelve (12) in a workday.

(c) Such employees shall receive holiday pay on the basis of eight (8) hours under the provisions of Section 14, Holidays.

(d) Such employees shall accumulate extended sick time under the provisions of Section 16, Paid Sick Leave, except that they shall be paid for those hours the employee had been scheduled to work on that workday, but not to exceed twelve (12) hours per workday or forty (40) hours per workweek.

(e) Such employees shall earn vacation time pay under the provisions of Section 15, Vacations, and may charge up to twelve (12) hours per day of vacation (not to exceed forty (40) hours per workweek) when scheduled to work twelve (12)-hour shifts.

(f) Such employees shall receive paid bereavement leave, paragraph 18.1, and jury duty pay, paragraph 18.2, for up to twelve (12) hours per day depending on the hours they were scheduled to work on the workday.

(g) Employees scheduled to work twelve (12)-hour shifts shall have one rest period during each four (4) hours of the shift in accordance with Section 11.2, Rest Periods, (i.e., three rest periods per twelve-hour shift), subject to the requirements of complete patient care.

(h) Shift Differentials

- (1) Such employees shall receive shift differential in accordance with Section 12, Compensation, when they are on four (4)-hour or eight (8)-hour shifts.
- (2) Employees scheduled to work twelve (12)-hour shifts shall receive shift differential as follows:
 - [a] Any shift that begins on or after 12:00 noon but before 7:30 p.m. -- "evening" shift differential pay for all hours worked within the shift.

EXHIBIT "E"

"44 - 36" HOUR SCHEDULE

Notwithstanding the provisions of Section 10, Hours of Work, the Employer may establish work schedules of a combination of "forty-four (44)-hour and thirty-six (36)-hour" two weeks work schedule.

(a) The Employer however agrees not to schedule employees who are on an "eight (8)-hour workday--forty (40)-hour workweek"--to a "forty-four (44) - thirty-six (36)-hour workweek" schedule without the employee's agreement. If the Employer or the Association want to convert a total unit or center from an eight (8)-hour to a "44-36" workweek schedule, the parties shall meet to discuss the feasibility of such a schedule and the parties must reach mutual agreement prior to any implementation.

(b) The "44-36" schedule consists of a combination of "forty-four (44)-hour workweek and thirty-six (36)-hour workweek" during a pay period. Full-time employees normally work one week of three (3) twelve (12)-hour shifts and one week of three (3) twelve (12)-hour shift and one (1) eight (8)-hour shift.

(c) Employees on twelve (12)-hour workdays will receive straight time pay for all hours worked over eight (8) hours and double time (2x) for all hours worked over twelve (12) hours in a workday. For employees on forty-four (44)-hour workweek schedules, four (4) hours over forty (40) hours shall be paid at time and one-half (1-1/2).

(d) Such employees shall receive holiday pay on the basis of eight (8) hours under the provisions of Section 14, Holidays.

(e) Such employees shall accumulate sick leave under the provisions of Section 16, Paid Sick Leave, except that they shall be paid for those hours the employee had been scheduled to work on that workday, but not exceed twelve (12) hours per workday or forty (40) hours per workweek.

(f) Such employees shall earn vacation pay under the provisions of Section 15, Vacations, and may charge up to twelve (12) hours per day of vacation (not to exceed forty (40) hours per workweek) when scheduled to work twelve (12)-hour shifts.

(g) Such employees shall receive paid bereavement leave, paragraph 18.1, and jury duty pay, paragraph 18.2, for up to twelve (12) hours per day depending on the hours they were scheduled to work on the workday.

(h) Employees scheduled to work twelve (12)-hour shifts shall have one rest period during each four (4) hours of the shift in accordance with Section 11.2, Rest Periods, (i.e., three (3) rest periods per twelve (12)-hour shift) subject to the requirements of complete patient care.

(i) Shift Differentials

(1) Such employees shall receive shift differential in accordance with Section 12, Compensation, when they are on eight (8)-hour shifts.

(2) Employees scheduled to work twelve (12)-hour shifts shall receive shift differential as follows:

[a] Any shift that begins after 12:00 noon but before 7:30 p.m. -- "evening" shift differential pay for all hours worked within the shift.

[b] Any shift that begins on or after 7:00 p.m., but before 4:30 a.m. -- "night" shift differential pay for all hours worked within the shift.

ADDENDUM I

UTILIZATION OF NON-COVERED TEMPORARY NURSING PERSONNEL

It is mutually agreed that it is desirable for Bio-Medical Applications of California, Inc. to employ and retain regular full-time and regular part-time registered nursing staff. To that end, and in order to insure that the working conditions of regular employees under the terms of the collective bargaining agreement are being protected, the Employer shall observe the following conditions when utilizing non-covered temporary nursing personnel: (For the purpose of this section, temporary nursing personnel will include non-covered temporary and agency personnel).

1. The Employer agrees not to float covered employees (except for regular float personnel) out of their regularly assigned unit while a temporary employee is scheduled to work on the covered employee's regularly assigned unit. It is understood, however, that there are situations, due to specific qualifications required in particular assignments, where a covered employee may be floated to another assignment and a temporary employee is assigned to the covered employee's duties. The Employer agrees to maintain such floating at a minimum necessary to effectively operate a health care facility.

In the event the Association feels that the Employer is floating regular personnel in violation of the intent of this item, the Association may bring the issue to the Employer's attention at which time the Employer shall provide the Association with the reasons for the floating of the regular employee. If the Association does not feel the explanation is in accordance with the intent of this item, it can exercise its rights as outlined in Item #5.

2. It is the intent of the Employer to assign work to covered employees on an overtime basis before offering such work to temporary employees. It is understood, however, that the Employer may choose not to assign overtime work to a covered employee when that overtime work will result in additional overtime payments under the provisions of the collective bargaining agreement or when, in the opinion of the Employer, it will result in excessive work hours for a particular employee.

Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. Before assigning overtime, the Employer shall offer overtime work first to employees who are on such sign-up list.

3. The Employer agrees that to the extent that operations permit, and in accordance with the provisions of subsection 22.4 Promotions and Transfer, covered employees shall have first preference to fill any permanent vacancies prior to those vacancies being filled by temporary personnel. The Employer also agrees not to arbitrarily alter its scheduling practice with the sole intent of having covered employees work more evening shifts and/or weekends in order to accommodate temporary employees to only work on the day shift.

ADDENDUM I
UTILIZATION OF NON-COVERED TEMPORARY NURSING PERSONNEL
Page 2

If a covered employee is denied a request for a particular shift and/or days off, the employee may request an explanation of the denial. If the Employer cannot justify its actions by showing operational need, the Association may pursue the matter as outlined in Item #5.

4. Covered employees (except for charge nurses) shall not be held directly accountable for work not performed adequately or correctly by temporary employees. It is understood, however, that it is still the responsibility of covered employees to report any unusual or unsafe occurrences to the nursing supervisor.

5. In the event the Employer does not utilize temporary employees in accordance with the terms of this Letter of Agreement, the Association may grieve under the provisions of Section 27, Grievance Procedure, of the Collective Bargaining Agreement.

ADDENDUM II

PRORATED BENEFITS AND COVERAGE UNDER THE AGREEMENT FOR PART-TIME AND REGULAR PART-TIME EMPLOYEES

Prorated Benefits

1. Part-Time Employees

Part-time employees as defined in Section 3.6 of the Agreement shall receive one-half of the Employer's contribution to the Medical Plan under Section 19.1 and Dental Plan under Section 19.2. They shall receive prorated holiday pay or an additional day off with pay (prorated) only if they actually work on a holiday. They shall not receive vacation, sick leave, educational days, pension, group life insurance and guarantee of weekends off (except that they will be granted one out of four (4) weekends off if they so request).

2. Regular Part-Time Employees (Predetermined and Quarterly)

Regular part-time employees as defined in Sections 3.4 and 3.5 of the Agreement shall receive the Employer's contribution to the Medical Plan under Section 19.1 and Dental Plan under Section 19.2 on the same basis as full-time employees.

A. Regular Part-Time (Predetermined) Employees

(1) Regular part-time (predetermined) employees shall, upon hire, commence receiving prorated benefits based on the number of hours per week for which they were hired. When each full calendar quarter is completed thereafter, their prorated benefit formula shall be computed based on the number of hours paid in the completed quarter, and they shall receive benefits based on that formula during the next calendar quarter. Regardless of hours paid in the previous calendar quarter, such employees shall, as a minimum, receive full medical and dental benefits and shall receive holiday pay based on the number of hours per week they normally work.

In other words, if a regular part-time (predetermined) employee is hired for three days per week but for some reason was paid for less than an average of three days per week during the previous calendar quarter (employee took a leave of absence, asked and received unpaid days off, etc.), the employee could continue, as long as the employee remained in this status, to receive complete medical and dental benefits and receive holiday pay on a 3/5 prorated formula as a minimum. Of course, if the employee averaged more than 3/5 during the previous quarter, the employee would continue to receive the higher proration for the holiday pay.

(2) Such employees would continue to have all other benefits prorated based on the number of hours paid in the preceding quarter.

ADDENDUM II
PRORATED BENEFITS AND COVERAGE UNDER THE AGREEMENT FOR PART-TIME
AND REGULAR PART-TIME EMPLOYEES
Page 2

B. Regular Part-Time (Quarterly) Employees

Regular part-time (quarterly) employees shall, upon completion of a calendar quarter in which they are paid at least 260 hours, have their prorated benefit formula computed and shall receive benefits based on that formula during the next calendar quarter.

Coverage Under This Agreement

1. Part-Time Employees

Part-time employees shall be covered under this Agreement immediately upon being hired and shall commence their probationary period.

2. Regular Part-Time Employees (Predetermined and Quarterly)

A. Regular Part-Time (Predetermined) Employees

Regular part-time (predetermined) employees shall be covered under this Agreement immediately upon being hired and shall commence their probationary period.

B. Regular Part-Time (Quarterly) Employees

Regular part-time (quarterly) employees shall be covered under this Agreement at the beginning of the calendar quarter following the calendar quarter in which they were paid for at least 260 hours. At the same time as coverage begins, they shall commence their probationary period and shall have their experience credited in accordance with Exhibit "A." In any event, such employees must spend a complete three (3) months in the 19+ start rate after they are covered by this Agreement. Regular part-time (quarterly) employees shall remain covered by this Agreement (and continue to receive prorated benefits) as long as they continue to be paid for at least 260 hours in each calendar quarter. Failure to be paid for 260 hours will result in an employee no longer being covered by this Agreement, losing all seniority rights, and becoming ineligible for prorated benefits commencing with the next calendar quarter. Such employees shall once again become covered and eligible for prorated benefits by again being paid for at least 260 hours in a calendar quarter. All employees, who lose coverage under this Agreement but do not have a break in service with the Employer from the time they lose coverage to the time they are once again covered by this Agreement, shall not be required to complete a new probationary period but their seniority shall commence with their most current coverage. In the event a regular part-time (quarterly) employee transfers into a temporary position, the employee will continue to receive prorated benefits as long as the employee retains the part-time (quarterly) status or is paid for at least 260 hours in a calendar quarter.

The term "paid" for the purposes of Section 3.5 shall mean payment actually received during a calendar quarter for hours worked, sick leave, vacation, holidays, jury duty and funeral leave but shall not include payment for TDI or Workers' Compensation.

July 17, 2007

Hawaii Nurses' Association
677 Ala Moana Blvd., Suite #301
Honolulu, Hawaii 96813

In conjunction with the collective bargaining agreement being executed concurrently herewith, it is understood and agreed that:

(1) Critical Care Facility. Bio-Medical Applications of California, Inc. is now and will continue to be regarded as a critical care facility by the Hawaii Nurses' Association.

(2) Acute Care Hemodialysis Cases. The Employer and HNA shall adhere to the terms and conditions of the Settlement Agreement dated May 26, 1988 involving the assignment of acute care hemodialysis cases.

(3) Holidays. The Employer will give due consideration to an employee's request to be off on a specific holiday either as a day off or as a holiday.

(4) The Employer agrees to continue to identify RNS as RNS regardless of any new concept in terminology in the delivery of care.

Very truly yours,

BIO-MEDICAL APPLICATIONS OF
CALIFORNIA, INC.

By /s/ Rick Duckworth

Agreed:

HAWAII NURSES' ASSOCIATION

By /s/ Randy Perez

July 17, 2007

Hawaii Nurses' Association
677 Ala Moana Blvd., Suite #301
Honolulu, Hawaii 96813

In conjunction with the collective bargaining agreement being executed concurrently herewith, it is understood and agreed that:

- (1) All references to a "night shift" shall be deleted from the applicable provisions of the collective bargaining agreement.

- (2) In the event the Employer establishes a night shift, all the above-referenced provisions of the collective bargaining agreement in effect from February 1, 1995 to and including January 31, 1998, shall be reinstated. The night shift differential shall be equal to the evening shift differential at the time the night shift is implemented.

Very truly yours,

BIO-MEDICAL APPLICATIONS OF
CALIFORNIA, INC.

By */s/ Rick Duckworth*

Agreed:

HAWAII NURSES' ASSOCIATION

By */s/ Randy Perez*

July 17, 2007

Hawaii Nurses' Association
677 Ala Moana Blvd., Suite #301
Honolulu, Hawaii 96813

In conjunction with the collective bargaining agreement being executed concurrently herewith, it is understood and agreed that:

The Employer agrees to re-open this agreement, upon written notice from the Association, in order to explore the feasibility of the Employer's participation in the Hawaii Nurses' Association Health and Welfare Trust.

Very truly yours,

BIO-MEDICAL APPLICATIONS OF
CALIFORNIA, INC.

By */s/ Rick Duckworth*

Agreed:

HAWAII NURSES' ASSOCIATION

By */s/ Randy Perez*

July 17, 2007

Hawaii Nurses' Association
677 Ala Moana Blvd., Suite #301
Honolulu, Hawaii 96813

In conjunction with the collective bargaining agreement being executed concurrently herewith, it is understood and agreed that:

The following shall be accepted and understood in the event that Fresenius purchases a dialysis unit or facility whose employees are represented by HNA:

- 1) Fresenius shall offer all HNA-represented employees positions substantially similar to their positions held at the purchased unit.
- 2) Fresenius shall recognize all HNA-represented employees' previous years of service for administration of cost benefits (e.g. pay rate, vacation, sick leave).
- 3) For purposes of lay-off, all HNA-represented employees must be treated as new hires, and be provided with a new continuous service date.

Very truly yours,

BIO-MEDICAL APPLICATIONS OF
CALIFORNIA, INC.

By /s/ Rick Duckworth

Agreed:

HAWAII NURSES' ASSOCIATION

By /s/ Randy Perez

AGREEMENT

between

BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC.

and

HAWAII NURSES' ASSOCIATION

February 1, 2007 - January 31, 2010

CONTENTS

<u>Section Number & Title</u>	<u>Page</u>
1 RECOGNITION.....	1
2 COVERAGE.....	1
3 EMPLOYMENT STATUS DEFINED.....	1
4 ASSOCIATION SECURITY.....	2
5 MONTHLY DUES DEDUCTION.....	3
6 NON-DISCRIMINATION.....	3
7 ACCESS TO EMPLOYER'S PROPERTY	4
8 BULLETIN BOARDS.....	4
9 MANAGEMENT OF FACILITIES.....	4
10 HOURS OF WORK.....	4
11 MEAL PERIODS AND REST PERIODS.....	6
12 COMPENSATION.....	7
13 CONTINUOUS SERVICE DEFINED.....	11
14 HOLIDAYS.....	11
15 VACATIONS.....	13
16 PAID SICK LEAVE.....	15
17 LEAVES OF ABSENCE WITHOUT PAY.....	16
18 LEAVES OF ABSENCE WITH PAY.....	18
19 FLEXIBLE BENEFITS PROGRAM.....	18
20 EDUCATION AND PROFESSIONAL IMPROVEMENT.....	20
21 PENSION PLAN.....	21
22 SENIORITY.....	22
23 RESIGNATION NOTICE.....	26
24 DISCIPLINE AND DISCHARGE.....	27
25 PERSONNEL INFORMATION.....	27
26 UNIT REPRESENTATIVES.....	28
27 GRIEVANCE PROCEDURE.....	28
28 PROFESSIONAL PERFORMANCE COMMITTEE.....	30
29 ORIENTATION.....	30
30 LABOR MANAGEMENT COMMITTEE.....	31
31 DOCUMENT CONTAINS ENTIRE AGREEMENT.....	32
32 SAVING CLAUSE.....	32
33 MODIFICATION OF AGREEMENT.....	32
34 DURATION OF AGREEMENT.....	32
EXHIBIT "A" - Hourly Wage Schedule	
EXHIBIT "B" - Assignment of Wages to Cover Association Dues	
EXHIBIT "B-1" - Assignment of Wages for Association's Service Fees	
EXHIBIT "C" - Contribution to Charitable Fund	
EXHIBIT "D" - Ten-Hour Shifts	
EXHIBIT "D-1" - 12-Hour Schedules	
EXHIBIT "E" - "44 - 36" Hour Schedule	
ADDENDUM I - Utilization of Non-Covered Temporary Nursing Personnel	
ADDENDUM II - Prorated Benefits and Coverage Under the Agreement for Part-Time and Regular Part-Time Employees	
LETTERS OF UNDERSTANDING	