

PROFESSIONAL **A**GREEMENT

between the
HAWAI'I NURSES' ASSOCIATION
and
OAHU CARE FACILITY

Effective
October 7, 2009
to
October 6, 2012

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
1 PREAMBLE	1
2 RECOGNITION.....	1
3 EMPLOYMENT STATUS DEFINED.....	1
4 ASSOCIATION SECURITY.....	2
5 MONTHLY DUES DEDUCTION.....	2
6 NON-DISCRIMINATION	3
7 ACCESS TO EMPLOYER'S PROPERTY	3
8 BULLETIN BOARDS.....	3
9 MANAGEMENT RIGHTS	4
10 CONTINUOUS SERVICE DEFINED	5
11 HOURS OF WORK.....	5
12 LUNCH AND BREAK PERIODS	5
13 COMPENSATION	6
14 VACATIONS	7
15 HOLIDAYS.....	8
16 SICK LEAVE	9
17 LEAVES OF ABSENCE WITH PAY	10
18 LEAVES OF ABSENCE WITHOUT PAY.....	11
19 HEALTH AND SAFETY.....	11
20 UNIT REPRESENTATIVES	12
21 GROUP HEALTH CARE PLAN.....	12
22 SENIORITY.....	13
23 RESIGNATION NOTICE	14
24 DISCIPLINE OR DISCHARGE.....	14
25 HOUSE RULES	15
26 GRIEVANCE AND ARBITRATION PROCEDURE	15
27 RESIDENTS' RIGHTS.....	17
28 PERSONNEL INFORMATION	17
29 PERSONNEL FILE	17
30 MEDICAL EXAMINATIONS/TB CLEARANCES	17
31 DOCUMENT CONTAINS ENTIRE AGREEMENT.....	18
32 SAVINGS CLAUSE.....	18
33 MODIFICATION OF AGREEMENT.....	18
34 RESPONSIBILITIES OF ASSOCIATION AND EMPLOYER	18
35 EMPLOYEE RIGHTS AND OBLIGATIONS.....	19
36 DURATION OF AGREEMENT	20
EXHIBIT "A-1"	21
EXHIBIT "B-1" ASSIGNMENT OF WAGES FOR ASSOCIATION'S NEGOTIATION AND ADMINISTRATION OF CONTRACT.....	22
EXHIBIT "C" CONTRIBUTION TO CHARITABLE FUND.....	23

AGREEMENT

Section 1. PREAMBLE

The Agreement is made and entered into by and between Oahu Care Facility, hereinafter referred to as the "Employer," and the Hawaii Nurses' Association, hereinafter referred to as the "Association."

Section 2. RECOGNITION

2.1 Recognition. The Employer recognizes the Association as the sole and 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.

2.2 Bargaining Unit. This recognition is stipulated consistent to the Certification of Representative as expressed in NLRB Case Number 37-RC-4006 and said unit includes all full-time, regular part-time and call-in Certified Nursing Assistants (Nurses Aides), and nursing assistants employed by the Employer, but excluding registered nurses, all other employees, LPNs, ward clerks, restorative aides, activity aides, managers, confidential employees, supervisors and guards as defined in the Act.

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 Full-Time Employees. Regular full-time employees as referred to in the Agreement are those employees whose jobs require that they normally work regularly on a consecutive weekly schedule for thirty-two (32) hours per week on a quarterly basis, and who are available and can be scheduled for work on any and all shifts and at all hours. Generally, full-time employees are scheduled for forty (40) hours per week. However, in the event that an employee is scheduled to work less than thirty-two (32) hours during a particular week, she will receive all benefits of the full-time position. Employee status will be evaluated on a quarterly basis to determine whether they meet the hourly requirement to qualify as a regular full-time employee (455 hours per quarter).

3.3 Part-time Employee. Regular part-time employees as referred to in this Agreement are those employees whose jobs require that they normally work regularly on a consecutive weekly schedule for twenty-four (24) or more hours per week, but less than thirty-two (32) hours per week. Regular part-time employees will be afforded the opportunity of working at least twenty-four (24) hours per week on a quarterly basis and who are available and can be scheduled for work on any and all shifts and at all hours. Employee status will be evaluated on a quarterly basis to determine whether they meet the hourly requirement to qualify as a regular part-time employee (260 hours per quarter).

3.4 All sections of this Agreement will apply to regular full-time and regular part-time employees.

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 this Agreement.

4.2 Membership

(a) All certified Nurses Assistants presently covered by this Agreement must remain members of the Association in good standing. It shall also be a condition of employment that all those employed on or after the effective date of this Agreement, shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Association. Any employee who fails to become a member of the Association in accordance with the foregoing shall, upon notice of such fact in writing from the Association to the Employer, and after an opportunity for counseling, be replaced.

(b) In order to satisfy the provisions described in (a) above, the employee may choose one of the following options:

(1) Join the Association as a member with all the rights and benefits of membership and pay dues as determined by the Association or;

(2) Not join the Association but pay a service fee equal to the membership dues uniformly paid by members as a condition for retaining membership in the Association or;

(3) Employees with bona fide religious convictions are exempted from the provisions of 4.2(a). 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 NLRA. Such employees shall pay a monthly amount equal to membership dues uniformly required as a condition of retaining membership in the Association, by means of Exhibit "C," "Contribution to Charitable Fund," to one of the following charities: (1) Aloha United Way, (2) American Heart Association, Hawaii Chapter.

4.3 Employee Notices. At the time of employment, specific attention shall be called to the obligation of Section 4.1. The Employer will provide the Association each and every month a list of the names of newly covered employees and dates of coverage under the agreement, employees whose status, or name, or address has changed, employees going on a leave of absence including date, and employees returning from leave of absence, and terminated employees.

Section 5. MONTHLY DUES DEDUCTION

5.1 Dues Deduction

(a) The Employer will deduct Association membership dues, or service fees, from the wages of each covered employee who has made application for membership and who submits the standard signed authorization, Exhibit "B-1" to the Employer. The Association shall notify the Employer of the appropriate amount to be deducted from the employee's wages.

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 listing that 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 the 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 Exhibit "B-1".

5.2 Indemnification. 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 action(s) that shall be taken by the Employer for the purpose of the foregoing provision of this Section.

Section 6. NON-DISCRIMINATION

6.1 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, and that such activity shall not be conducted during working time, or interfere with the conduct of the Employer's operation. The Employer and the Association agree that, in accordance with the policies of the Employer and the Association, and to the extent required by Federal and State of Hawaii laws, there shall be no discrimination against any employee on account of age, sex, race, creed, color, national origin, disabilities and handicaps (in accordance with Section 503 of the Rehabilitation Act of 1973, Americans with Disabilities Act), Vietnam Era Veterans Readjustment Assistance Act of 1974, or political beliefs. The parties agree not to practice favoritism or partiality to employees in the administration or application of the terms of this Agreement.

6.2 Feminine Includes Masculine. Whenever in this Agreement, the feminine gender is used, it shall be deemed to include the masculine gender.

Section 7. ACCESS TO EMPLOYER'S PROPERTY

7.1 A duly certified officer or representative of the Association will be allowed on the premises for the purpose of investigating grievances, posting official Association notices and ascertaining whether or not this Agreement is being observed at such times and places as may be mutually agreed upon by the Manager or his representative and the Association. The Association agrees for itself and its representatives that this right shall be exercised reasonably, and there shall be no interference with the normal conduct of the Employer's business.

7.2 Prior to first exercising such rights of access, the Association shall notify the Employer in writing of its duly authorized representatives.

Section 8. BULLETIN BOARDS

8.1 The Employer shall provide a 12" x 12" bulletin board at its main facility in an area that is conspicuous and readily accessible to the employees and permit the posting of official Association notices. The bulletin boards shall be installed by the Employer and shall be deemed the Employer's property once installed.

8.2 Each item posted on the bulletin board will be signed by a duly authorized official of the Association, and shall be agreed to by the Employer's Director of Human Resources or designee prior to the posting. No strike notices or offensive or indecent language may be posted. Where the Employer reasonably finds an objectionable issue regarding the Association's posting, the posting will be removed and such issue shall be resolved through mutual agreement prior to reposting. The Association is responsible to the Employer for ensuring reasonable standards of appropriateness are met for all posted Association materials and that no other Employer locations or resources are utilized for the purpose of posting Association notices.

8.3 Loss of Privilege. If the Employer reasonably determines that the Association has not complied with the above provisions, the Association's use of the bulletin boards may be terminated until such time that both the Employer and the Association are reasonably satisfied adequate controls are effectuated so that such non-compliance shall not recur.

Section 9. MANAGEMENT RIGHTS

9.1 Subject to the provisions of this Agreement, the management of the Employer's operations, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its workforce, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign, and direct employees; to discipline, suspend, and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections, and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operations; to eliminate, relocate, and transfer or outsource work; to maintain efficiency, and to take such actions in an emergency as are appropriate; is vested exclusively in the Employer; provided the exercise of such rights does not conflict with provisions of this Agreement.

9.2 Based on the above Management Rights, it is agreed and understood between the parties that while the Employer retains the right to subcontract bargaining unit work, including all work historically subcontracted, such right shall not be exercised arbitrarily, capriciously or in conflict with the intent of this section. Guidelines for subcontracting bargaining unit work shall include:

- (a) Where particular skills or specialized equipment are involved which are not available by the Employer;
- (b) Where short-term or peak requirements necessitate the need for additional assistance because of an insufficient number of employees then available possessing the necessary skills to perform such work operations within the time required;
- (c) Where unusual or one-shot jobs are required which are not usually performed by the Employer; including warranty work;
- (d) Where the volume of work on any particular job precludes the possibility of its completion within scheduled time limits;
- (e) Where bona fide economic reasons exist; or
- (f) To increase operating efficiency.

9.3 In the case of bona fide economic reason to increase operating efficiency, to the extent possible, the Employer will provide thirty (30) days advance written notice, which will include the nature of the work being subcontracted, and its duration, if known. Upon request from the Association, the parties shall meet to discuss the impact, if any, such subcontracting will have on bargaining unit employees.

Section 10. CONTINUOUS SERVICE DEFINED

10.1 "Continuous Service," for benefit purposes, shall mean the period of continuous employment with the Employer during which the employee is actually performing work for the Employer. Continuous service shall be adjusted by subtracting all non-work time except that no adjustments shall be made for the following:

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

(b) Time spent on an authorized leave of absence including family and medical leave, medical disability, leaves of absence for TDI and Workers' Compensation, up to nine (9) months.

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

Section 11. HOURS OF WORK

11.1 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.

11.2 Regular Hours of Work. The workweek shall begin at 12:01 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.

11.3 Work Schedule. Work schedules on a unit basis will be posted two (2) weeks in advance; such schedules shall not preclude changes in hours of work due to unforeseen circumstances or when changes are in the best interest of resident care.

11.4 Scheduling of Work. In scheduling of work, full-time 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 may request special consideration. With regard to such requests, it is understood that the requirements of nursing care are primary.

Section 12. LUNCH AND BREAK PERIODS

12.1 Meal Periods

(a) An uninterrupted meal period without pay of at least one-half (1/2) hour duration shall be afforded at a time to be designated by the Employer in conformity with the requirements of providing complete patient care. An employee afforded less than twenty (20) minutes for an uninterrupted meal period will be compensated for the full one-half (1/2) hour.

(b) For employees on the night shift, the Employer may establish a shift of eight and one-half (8-1/2) hours or eight (8) continuous hours with up to one-half (1/2) hour made available for meals in conformity with the requirements of providing complete patient care.

(c) If an employee is required to work an unscheduled second shift (double shift) or, a partial shift of four (4) hours or more, the Employer shall provide the employee with a meal ticket at no cost to the employee. An unscheduled second shift means that the employee reported to work not knowing they would end up working a second shift.

12.2 Rest Periods

(a) 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 scheduled by the Employer with pay for all employees subject to the requirements of complete patient care.

(b) Employees on the night shift who may be scheduled for eight (8) continuous hours of work shall have their rest periods in conformity with the requirements of providing complete patient care.

Section 13. COMPENSATION

13.1 Wages. The minimum rates of pay are set forth in Exhibit "A-1" attached hereto, which by this reference is made a part hereof.

13.2 Shift Differential. A shift differential of one dollar (\$1.00) shall be applied for all employee hours worked between 6:00 p.m. and 2:00 a.m. exclusive of meal and rest periods.

13.3 Call Back

(a) When a regular employee is called to come to work on a scheduled day off or after completing a regular shift and having left the premises, that employee shall receive a minimum of two (2) hours work.

(b) 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 (20) hour period from the start of their normal shift.

(c) 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.

13.4 Payroll Periods

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

- (1) Pay period ending date;
- (2) 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 and sick leave balance;
- (7) Year-to-date gross pay;
- (8) Year-to-date gross taxes.

(b) The Employer shall provide for the direct deposit of employee paychecks to no more than three (3) institutions of the employee's choice provided that the institutions are part of the National Automated Clearing House Association system. In the event the Employer becomes aware that an employee's paycheck is not deposited on the due date, the Employer will make a reasonable attempt to contact and inform the employee of the delay.

(c) Payroll Errors. Payroll errors by the Employer that exceed fifty dollars (\$50.00) will be corrected as soon as possible, but no later than three (3) working days after they are reported. For payroll errors amounting to fifty dollars (\$50.00) or less, the correction shall be reflected in the next pay period.

Section 14. VACATIONS

14.1 Benefit Schedule. Regular full-time and regular part-time employees, after completing one (1) year of continuous service credit with a minimum of 1040 hours worked, shall receive vacation time with pay, granted on an annual basis, according to the following schedule:

<u>Continuous Years Of Service</u>	<u>Annual Allowance</u>
1 year but less than 2 years	80 working hours
2 years but less than 3 years	88 working hours
3 years but less than 4 years	96 working hours
4 years but less than 5 years	104 working hours
5 years but less than 6 years	120 working hours
6 years but less than 7 years	128 working hours
7 years but less than 8 years	136 working hours
8 years but less than 9 years	144 working hours
9 years but less than 10 years	152 working hours
10 years or more	160 working hours

14.2. Employees who change status from casual to regular part-time or full-time may receive prorated vacation benefits at his/her next anniversary date. After completing one (1) year of continuous service, part-time employees who work twenty (20) hours or more per week may earn prorated vacation benefits based on the employee's current status.

14.3 Vacation Accumulation. Employees must take a minimum of one week of vacation per year. Employees may accumulate up to one hundred sixty (160) hours of vacation leave. Any vacation leave above the maximum will be forfeited.

14.4 Vacation Pay. Vacation pay shall be based on the employee's straight-time hourly rate in effect at the time of the employee's vacation is taken.

14.5 Scheduling Vacation Time.

(a) Eligible employees must submit their first, second and third preferences for vacation leave to their department heads by January 1 of each year. Vacation leave requests will be considered as received on a "first-come, first-served" basis, and shall be given due consideration in scheduling vacations. Final approval will be at the discretion of the department head taking in consideration the need for services to maintain efficient departmental operations.

(b) The Employer reserves the right to assign vacation periods to any employee who has not made a request for scheduled vacation.

(c) Vacation leave will not be allowed between December 20 and January 5 of each year.

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

14.7 Recall to Work During Vacation Time. If an employee is called back to work during his/her vacation period, he/she shall receive the unused vacation days at a later time. Work performed by an employee when he/she is recalled to work during his/her vacation period shall be paid at the regular straight-time rate.

14.8 Holiday During Vacation. If a holiday falls during an employee's vacation, the holiday will not be charged against the employee's vacation leave.

14.9 Illness During Vacation. If an employee becomes ill or injured while on vacation, he/she may convert the vacation leave to sick leave. Proof of illness must accompany requests for time to be charged against sick leave rather than vacation leave. The balance of the employee's vacation days may then be rescheduled subject to the provisions of this section.

14.10 Exceptions. The department head must approve any exception to the procedures for scheduling vacations.

Section 15. HOLIDAYS

15.1 The Facility recognizes the following holidays:

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

15.2 All non-exempt staff (i.e., full-time, part-time, and casual) that work holidays listed above (except Employee's Birthday) will be paid at one and one-half times (1 ½) regular pay rate, excluding any shift differential, and will not receive a substitute day off.

15.3 Regular full-time and part-time (20 hours or more per week) employees who work on a holiday have the option to receive a substitute day in lieu of one and one-half times (1 ½) regular pay rate and will be paid at the regular straight time pay rate.

15.4 Employees must work their scheduled shifts before and after the holiday to be eligible for holiday pay. Supervisors must review reasons for absences on these shifts due to medical reasons certified by the employees' physicians.

15.5 Regular part-time employees, who work twenty (20) hours or more per week, will receive a pro-rated portion of holiday benefits.

15.6 New employees are eligible for holiday benefits upon hire date provided they have earnings within the payroll week.

15.7 The employee will receive an additional day off if the holiday falls on the employee's scheduled workday or scheduled day off. Holiday off must be approved and used within thirty (30) days following the holiday and scheduled in advance unless otherwise approved by the immediate supervisor.

15.8 If the employee is unable to receive an additional day off, the supervisor or department head will ensure that the staff is paid straight time for the holiday no later than thirty (30) days following the holiday.

15.9 If an eligible employee is on a scheduled holiday and is recalled to work, all hours worked on that shift will be paid at two-times (2) the regular rate of pay, excluding shift differential and will not be granted an alternate day off.

15.10 Special Holidays. Any regular full-time or part-time employee working the Special Holidays of Christmas and New Year's will be paid at one and one-half times regular rate of pay, excluding shift differential, and receive a substitute day off. Holidays are normally recognized on shifts that start on the actual date of holiday. Special Holidays of Christmas and New Year's begin the evening shift on the holiday eve and extend 24 hours through the end of the day shift of the holiday. Any shifts beginning through these hours will be paid at one and one-half (1 ½) regular rate of pay, excluding shift differential.

15.11 Employees must submit all holiday requests to Department Head in advance for approval.

Section 16. SICK LEAVE

16.1 Sick leave is granted to full-time employees at the rate of one (1) day per month, beginning from the date of hire, and may be accumulated up to a maximum of sixty (60) days. Regular part-time employees who are scheduled to work twenty (20) hours or more per week, are granted a pro-rated portion of sick leave benefits.

16.2 Sick leave may not be used for illnesses or injuries that result from intoxication, illicit use of drugs or narcotics, unlawful acts and/or willful intent of the employee to injure himself/herself or others. Sick leave may be used for absences that occur only on the employee's scheduled workdays, exclusive

of holidays and days off. An employee who becomes sick while at work, or who is injured on the job, will be credited with actual time worked.

16.3 An employee requesting sick leave must personally notify his/her department head, or a department head on duty, at least four (4) hours before scheduled shift. At the time of the request, the employee must indicate the approximate date of his/her anticipated return to work, so they may be properly assigned in preparing the work schedule. Non-compliance with this provision by an employee, except in an emergency beyond employee's control, will result in a denial of the request and/or disciplinary action.

16.4 Sick leave commences on the first day of illness and will be granted for the number of accumulated sick days only upon receipt of a written certification from a physician. While on sick leave, unless the employee is hospitalized, the employee shall call in as to the extent of his/her illness and the anticipated date of return to work. At the discretion of the Department Head, an employee may not be assigned to the work schedule until a written certification or release is provided to the Department Head.

16.5 Any employee who reports to work, or is found to be working with any indication of an infectious or contagious illness shall immediately be sent home to seek appropriate medical attention. Staff will then immediately follow-up with the necessary precautionary procedures to resolve this situation. Employees shall not be permitted to return to work without the proper clearance in writing from his/her attending physician or the Facility's Medical Director.

16.6 Although sick leave benefits begin to accumulate from date of hire, sick leave benefits for new employees will be granted only after the successful completion of the orientation period.

16.7 Unused sick leave will not be paid upon resignation of employment regardless of the reason for termination.

Section 17. LEAVES OF ABSENCE WITH PAY

17.1 Funeral/Bereavement Leave. In case of death in the immediate family of a regular full-time employee, the employee may be granted up to three (3) days of funeral/bereavement leave with pay. Regular part-time employees may receive a prorated portion of funeral/bereavement leave up to three (3) days.

(a) Pay is based on the employee's regular rate of pay, excluding any shift differential.

(b) The immediate family includes spouses, parents, children, brothers, sisters, grandparents, and parents in-laws.

17.2 Jury Witness/Duty. An employee summoned to serve as a juror will be granted a leave of absence with partial pay up to a maximum of two (2) weeks. Payment will be the difference between the jury pay and regular rate of pay. The regular rate of pay excludes any shift differential.

(a) An employee receiving a notice to serve on a jury or as a subpoenaed witness in a legal proceeding must provide their supervisor with a copy of such notice within 48 hours of receiving such notice, so work schedules may be modified to accommodate jury/witness duty. Failure to provide timely notice may result in disciplinary action.

(b) If an employee is released from jury/witness duty before noon, the employee must report back to work for completion of work assignment, unless previously replaced on work schedule. However, the combined time an employee spends on jury/witness duty and work assignments may not exceed eight (8) hours in any day.

(c) Employees are expected to report to their scheduled shifts if jury duty is served outside of their scheduled shift. If an evening or night shift employee serves on jury duty on a workday but at a time outside of the employee's normally scheduled work shift and such service exceeds four (4) hours, with the exception of Monday evening and night shifts, 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 (17.2) of this section. Employees must, however, give the Employer as much advance notice as is given them in regards to the requirements of the jury service.

(d) After the two (2) week maximum, employees may use vacation, if available, or will be placed on unpaid leave of absence for the remainder of term of jury duty.

(e) Employees serving as jurors must submit proper certification from a court official indicating the time spent on jury duty for verification and authorization of payment purposes.

(f) An employee called to serve as witness in a non-facility related case shall be eligible to use his/her accumulated vacation leave or may be granted a leave of absence without pay.

(g) Travel pay and expense incurred by an employee traveling to and from jury/witness duty is considered a personal expense and not reimbursable by the facility.

Section 18. LEAVES OF ABSENCE WITHOUT PAY

18.1 Personal Leave of Absence. After twelve (12) months of service, if an employee has a compelling non-medical related personal reason for needing an extended period of absence from work, an employee may request a personal leave of absence. Requests for personal leave must be submitted to the employee's department head and a written notice shall be submitted to the Administrator for approval. Approval must be obtained from the Administrator in writing prior to taking any personal leave. The request must indicate the expected date of return to work and the reasons for the personal leave of absence. Upon return to work, every effort will be made to place the employee in his/her original position or one similar to it. Employees are required to notify the Facility if they are unable to return at the end of the specified period. Failure to provide such notification will mean the employee has voluntarily resigned

18.2 Personal leaves of absences are leaves without pay. Personal leaves, which exceed two (2) weeks, will not be considered as time worked for purposes of computing length of service with the Facility and for computing vacation and sick time. Benefits will continue for the month in which the leave begins. Employees are required to pay the full share of his/her benefits to cover the leave period before his/her leave begins. It is the employee's responsibility to make these arrangements to keep benefits from lapsing. Leaves of absences may not be for more than one (1) month in duration.

Section 19. HEALTH AND SAFETY

19.1 It is the policy of the Employer to provide a safe working environment for employees and to maintain equipment and the facility so they are safe and functioning properly.

19.2 It is the responsibility of all employees to cooperate with the Employer's safety programs, to report all unsafe situations and conditions to their supervisor and to comply with all safety rules.

19.3 If a unit employee believes her work assignment is placing the employee's safety at risk, the employee will discuss the matter with her immediate supervisor in a private area, if possible, in order to evaluate the situation. The Employer will take reasonable and appropriate steps to ensure the safety of the employee.

Section 20. UNIT REPRESENTATIVES

20.1 Unit Representatives. The Association shall have the right to select one (1) Unit Chairperson and a maximum of six (6) representatives in the nursing home, who shall be recognized as the representative of the Association for the purpose of handling grievances. The Association shall advise the Employer, in writing, of the names of the Unit Chairperson and representatives and shall amend such list as may be necessary. The Employer will have no obligation to recognize any employee as a representative unless so designated by the Association in writing. It is expressly understood that representatives shall discharge their duties in non-work/non-patient care areas on employees' non-work time. Representatives may be released from duty to conduct Association business upon consent of the Employer.

20.2 Negotiating Committee. Employees who are members of the negotiating committee for the Association shall have their schedule adjusted to allow time to participate in negotiations subject to patient care requirements.

Section 21. GROUP HEALTH CARE PLAN

21.1 The Facility provides for health care benefits to employees as required under the Hawaii prepaid Health Care Act. All eligible employees shall be covered under one of the Facility's health care plans on an employee-Employer contributory basis with the Employer contributing at least one-half (1/2) or more of the premium. The employee contribution is based on the employee election and type of coverage. The employee will pay the total cost of any dependents included in the plan. The employee's portion of the monthly premium will be deducted from the employee's paycheck.

21.2 Employees who work twenty (20) hours or more per week for four (4) consecutive weeks will be eligible. Should there be a decrease in hours after being covered for the month, the coverage will be canceled the following month.

21.3 After five (5) years of service, the Facility will pay the employee's portion of the monthly premium. Eligibility for the free medical plan will be determined at anniversary date.

21.4 Any employee who is already covered as a dependent or who is already receiving care under another medical plan should complete the waiver form (HC-5).

21.5 Employees and their dependents may have the right to pay for continuation coverage upon the occurrence of a qualifying event which would otherwise result in loss of an employee group health care coverage.

Section 22. SENIORITY

22.1 Seniority is defined as the length of the employees' continuous service with the Employer from the most recent date of hire. In case of layoff or recall following layoff, seniority shall prevail, provided the remaining employees are competent to fill the jobs required by the Employer to be so filled. Further, an employee who is rehired under conditions set forth in Section 22.5 of this Agreement will also be credited with seniority that he or she had earned prior to being laid off.

22.2 An orientation period of ninety (90) days of service with the Employer shall be established for all new employees. All employees subject to the orientation periods listed herein may be discharged for any reason during these orientation periods. Following completion of such period, the employee shall become a regular employee for all purposes under this Agreement, and his seniority shall date from his first date of employment. By mutual agreement between the Association and the Employer, the orientation period may be extended but not beyond 120 total days.

22.3 During the orientation period or extension thereof, employees may be discharged without recourse to the grievance procedure. Employees in the orientation period are eligible for only those benefits required by federal and state statute.

22.4 In the event of transfer or promotion or transfer to a bargaining unit job, the qualifications of the employee shall be determined by all relevant factors such as merit, experience, knowledge, ability, physical and mental fitness. If there is no material difference in these factors, the qualified employee with the greatest length of service will be selected.

(a) Permanent Transfers. Before making a permanent transfer to another classification, the Employer will notify the Association of the proposed transfer before the transfer becomes effective.

(b) Transfer Requests. Management will give proper consideration to transfer requests.

22.5 In increasing its workforce, the Employer will make reasonable effort to rehire laid off employees before hiring any new employees. The last laid off will be the first to be rehired, provided such employee is qualified for the available work.

22.6 Before hiring new employees for, or promoting or transferring present employees to, regular job vacancies, the job shall be posted on the bulletin board for five (5) days before the job vacancy is permanently filled. This shall not be construed to preclude the Employer from temporarily filling the vacancy until a permanent selection has been made.

22.7 An employee who is promoted or transferred will be required to serve a three (3) month orientation period in the new job.

22.8 Loss of Seniority. No employee shall suffer loss of seniority unless she:

- (a) Is discharged;
- (b) Resigns or voluntarily quits;
- (c) Is absent from work for twelve (12) consecutive months due to layoff;
- (d) Fails to return to work upon completion of an approved leave of absence;
- (e) Is on leave of absence for illness or injury greater than one (1) year, unless extended by mutual agreement.

22.9 A separate seniority list shall be established for regular full-time and regular part-time employees. Regular part-time employees shall not have seniority over regular full-time employees, but regular full-time employees may displace regular part-time employees at time of layoff.

22.10 Seniority shall be by classification listed as follows: Full-time over part-time within the facility.

22.11 Seniority List. The Employer shall furnish to the Association a complete seniority list of the employees covered by this contract within thirty (30) days of the signing of this Agreement and shall furnish a revised list each January and July. The list shall contain an employee's name, address, social security number, date of bargaining unit seniority, department, employment status and classification.

Section 23. RESIGNATION NOTICE

Each employee shall give the Employer at least fourteen (14) calendar days advance written notice before the date of resignation. The resigning employee shall be paid existing vacation balance, if any, provided the employee has completed twelve (12) or more months of continuous service. If the employee fails to give the required fourteen (14) calendar days advance written notice as stated herein, the Employer shall be relieved of any duty or obligation from paying any existing vacation balance benefits. Said resignation notice may be waived or reduced because of extenuating circumstances by written mutual agreement between the Employer and the employee. When a resignation notice is waived or reduced pursuant to this section, such employee will be paid for existing vacation balance, if any, provided the employee has completed twelve (12) months or more months of continuous service.

Section 24. DISCIPLINE OR DISCHARGE

24.1 Employees shall be subject to discipline, suspension and discharge for just cause.

24.2 Any employee who is discharged or suspended shall be furnished the reason for such discharge or suspension in writing. The Employer shall notify the Association of any suspension or discharge within three (3) days of its occurrence, and shall furnish the Association the reason for such discharge or suspension. An employee shall be informed of any disciplinary notice placed in his/her personnel file and shall be provided a copy of such notice. The employee shall be given an opportunity to submit explanatory remarks for the record.

24.3 The Employer reserves the right to discharge any employee coming under the jurisdiction of the Agreement for cause such as but not limited to dishonesty, insubordination, incompetence, drinking or being under the influence of alcohol on the job, illegal use of drugs or possession of illegal drugs on the job, and failure to perform work required by the Employer's safety rules and regulations of the Company house rules which shall be made known to the employees. Employees who are discharged for failure to perform work as required or excessive absenteeism shall first have had prior counseling, a written warning, and suspension for a related or similar offense before termination, with a copy sent to the Association. The employee so notified shall be required to initial such notice, but such initialing shall in no way constitute agreement with the contents of such notice.

24.4 In any case of discharge or disciplinary suspension where the arbitrator finds such discharge or suspension was improper or excessive, such discharge or suspension may be set aside, reduced, or otherwise changed by the arbitrator under Section 26. If the penalty is set aside, reduced, or otherwise changed, the arbitrator in his discretion, may award back pay to compensate the employee wholly, or partially, for any wages lost because of the penalty. If a back pay award is made, wages

received from any other employment or any sums received as unemployment compensation shall be held and forwarded to the State Department of Labor & Industrial Relations Unemployment Insurance Division. The Employer shall promptly notify the Association in all cases where employees are terminated or laid off and the reason for such action shall be supplied by the Employer to the Association.

24.5 Any employee who has not acquired seniority under the provisions of Section 22, of this Agreement may be summarily discharged.

24.6 If the Employer questions an employee on any matter which will, or may likely lead to disciplinary action, the employee will be given the opportunity to request that a Association representative be present at the interview.

24.7 Polygraph. The Employer shall not require an applicant for employment or prospective employee or any employee to submit to or take a polygraph test as a condition of employment or continued employment.

24.8 Warning notices described in Section 24.3 above shall become null and void after twelve (12) months, for attendance issues.

Section 25. HOUSE RULES

25.1 Employer Standards of Conduct: The Employer has established Standards of Conduct for its employees, such Standards are reasonable, not inconsistent with the terms of this Agreement, and shall be furnished to the Association upon request.

25.2 When the Employer Standards of Conduct are changed or modified, a copy of such changes shall be supplied to the Association within ten (10) days following the implementation of any changes or modifications. For the purpose of this Section, those Standards of Conduct are contained in the Employee Handbook, which is typically distributed to newly hired employees. These rules include but are not limited to the Standards of Conduct, dress code, attendance, safety, hygiene, insubordination, harassment and other similar rules as set forth in the Employer's Handbook.

25.3 Rules or policies promulgated by the Employer shall not be construed or enforced to unlawfully prohibit or restrict employee rights under Section 7 of the National Labor Relations Act, as amended, as they relate to this bargaining unit during the term of this Agreement.

Section 26. GRIEVANCE AND ARBITRATION PROCEDURE

26.1 A grievance involving the application or interpretation of any provision of this Agreement must be submitted to the Association and the designated representative of the Employer within (10) calendar days (except a grievance arising from an error in the rate of pay or wages may be presented within one year) after occurrence of the event(s) on which it is based; and, if not timely submitted, the right to grieve shall be waived and the grievance deemed resolved.

26.2 Such a grievance shall be settled as promptly as possible. If the grievance is not settled within twenty-one (21) calendar days after it is presented to the Employer, the grievance may be submitted to arbitration by the grievant or Association by written notice to the Employer within seven (7) calendar days, or else the grievance shall be waived and deemed dropped by the Association.

26.3 All time limits in the foregoing procedure may be extended by the written agreement of the parties.

26.4 Arbitration

(a) If the grievance is not adjusted at Section 26.2, the Association shall notify the Permanent Arbitrator and the Employer in writing within seven (7) calendar days of its intent to submit the grievance to expedited arbitration.

(b) The Permanent Arbitrator shall promptly schedule a hearing to receive evidence on the grievance. The hearing must be held within thirty (30) calendar days after the Permanent Arbitrator receives the Association's notice, unless the parties agree to an extension. It is the intent of the parties that the hearing shall be completed in one (1) day. If the hearing is not completed within one (1) day, it shall resume on a date determined by the Permanent Arbitrator within the next thirty (30) calendar days, unless the parties agree to an extension. If either party fails to appear at a scheduled hearing, the Permanent Arbitrator shall conduct the hearing in the absence of that party.

(c) If the Permanent Arbitrator is unable to hold an initial hearing within the thirty (30)-day period set forth above, and the parties do not agree to an extension, either party may ask the Alternate Permanent Arbitrator to schedule a hearing within that period. If the Alternate Permanent Arbitrator is unable to do so, the hearing shall be held by the Permanent Arbitrator on his or her earliest available date.

(d) The Permanent Arbitrator shall issue a decision on the grievance within seven (7) calendar days after the close of the hearing, or within seven (7) calendar days after receipt of the transcript if a court reporter transcribes the proceedings. The decision shall include an award and a brief explanation, not to exceed two (2) pages, of the reasons for the award. The deadline for issuance of the decision shall not be extended, except by agreement of the parties. If the Permanent Arbitrator fails to issue a timely decision, the parties shall not be obligated to pay his or her fee.

(e) The parties may be represented by attorneys at the hearing, and written briefs may be filed. In addition, it is the intent of the parties that the court reporters will not be used under normal circumstances. However, if a party believes a transcript of a hearing is necessary because of unusual circumstances, that party will pay the full cost of the transcript. If the other party wishes to have a copy of the transcript, it shall pay one-half (1/2) of the total cost.

(f) The Permanent Arbitrator referred to in this subsection shall be Michael Nauyokas, and the Alternate Permanent Arbitrator shall be Dr. William Puette. If the Permanent Arbitrator resigns or becomes unable to serve, he or she shall be replaced by the Alternate Permanent Arbitrator. If the Alternate Permanent Arbitrator is unavailable, the Permanent Arbitrator shall be replaced by an individual selected from a list provided by the Federal Mediation and Conciliation Service, through the alternate striking process, with the Association striking the first name. If the Alternate Permanent Arbitrator replaces the Permanent Arbitrator, or resigns or becomes unable to serve, he or she shall be replaced by an individual selected from a list provided by the Federal Mediation and Conciliation Service, in the manner set forth above. To the extent applicable, references to the Permanent Arbitrator in this subsection shall include the Alternate Permanent Arbitrator.

Section 27. RESIDENTS' RIGHTS

27.1 In recognition of their frail physical and/or mental condition as residents of the Facility, and their dignity as human beings, it is understood and agreed residents are to be treated with dignity, respect, and sensitivity at all times, regardless of how the resident may treat other persons who reside in, work in, or visit the Facility.

27.2 It is understood and agreed the residents of the Facility have all the rights set forth in regulations pertaining to patients' rights as provided by law.

27.3 The Employer reserves the absolute right to investigate residents' complaints and issues related to resident abuse and/or neglect of care with the full cooperation of all employees who may have been involved or may have knowledge relevant to the issues, as well as the right to respect any incidents or findings to appropriate governing authorities.

27.4 If outside governing authorities specify corrective action, which may include disciplinary action of an employee, up to and including termination, the action will be final and not subject to grievance.

Section 28. PERSONNEL INFORMATION

Any derogatory material and/or disciplinary notice shall be deemed null and void after three (3) years from the date of issuance provided however, that during the intervening period there is no further disciplinary action. 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 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 29. PERSONNEL FILE

29.1 An employee, upon request, shall be permitted to examine at the Human Resources office the employee's entire personnel file in the presence of the Director of Human Resources or his/her designee.

29.2 An employee shall be informed of any disciplinary notice placed in her personnel file. The employee shall be given an opportunity to submit explanatory remarks for the record.

Section 30. MEDICAL EXAMINATIONS/TB CLEARANCES

30.1 Employer policy and State regulations require that employees must provide the Employer with documentation of an annual health evaluation and TB Clearance within 335-365 days of the previous year's clearance.

30.2 Health evaluations and TB skin tests will be made available by the Employer at no cost to employees. Documentation from a personal physician is acceptable.

30.3 Any employee who has not provided the Human Resources office with documentation of an annual health evaluation or TB clearance within the 335-365 day period will be removed from the

schedule. Such removal will be documented in the employee's personnel file as a violation of Employer policy.

30.4 Discipline as it pertains to an employee's failure to comply with health evaluation and TB clearance requirements will not be subject to other disciplinary procedures outlined in this agreement. The Employer shall give a thirty (30) day notice in writing to all employees who fail to comply with a 335-365 days of an annual health evaluation and TB clearance, before taking any action against any employee.

30.5 If the employee does not come into compliance within seven (7) days following her removal from the schedule, the Employer will assume that the employee has resigned and remove her from the roster of employees.

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. SAVINGS CLAUSE

If any provision of this Agreement is found to be in conflict with the laws of the State of Hawaii or the United States of America, the remaining provisions of this 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. RESPONSIBILITIES OF ASSOCIATION AND EMPLOYER

34.1 The Association recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees and, therefore, agrees that it will cooperate with the Employer and lend its cooperation to assure a full day's honest effort on the part of each of its members in return for a days' pay. The Association will cooperate with the Employer in its efforts to eliminate waste, conserve materials and supplies; improve the quality of performance; and strengthen good will between the employer, employee, the customer and the public, not to the detriment of any party.

34.2 It shall be the duty of all employees who are covered by this agreement to familiarize themselves with the terms of this Agreement. Likewise, the Employer shall instruct all supervisory employees who are responsible for carrying out the terms of this agreement on behalf of the Employer to familiarize themselves with the terms of this agreement. Such supervisory employees shall also be instructed by the Employer that all Employer operations covered by this Agreement and under their supervision shall conform to the terms of this Agreement.

Section 35. EMPLOYEE RIGHTS AND OBLIGATIONS

35.1 It is understood and agreed employees of the Employer perform a vital service, which is both challenging and demanding. As such employees deserve to be treated with dignity, respect, and professionalism at all times.

35.2 It is the responsibility of the employee to perform all job duties and assignments in a competent, productive, and efficient manner, to read, understand, and comply with the terms of this agreement and with all written policies, rules, and regulations of the Employer; and to request assistance or guidance from their supervisor if they feel uncertain as to their job responsibilities and appropriate Employer policies and procedures. Ignorance is not an excuse for violation of any Employer policy, rule, regulation, or procedure.

35.3 In order to promote high quality care in an efficient manner, the Association recognizes teamwork, sharing of duties, and flexibility in assignment and handling of work are necessary and desirable. Employees must accept all assigned tasks and duties, regardless of whether they fall within the employee's normal range of duties. Similarly, all non-bargaining unit employees, including casual employees as well as volunteers, may freely assist with and perform all services normally performed by bargaining unit employees as necessary. The Employer will not involuntarily reassign any employee outside her department, nor assign work outside an employee's normal range of duties, for discriminatory or retaliatory reasons.

35.4 Employees of the Employer whose position requires registration, certification and/or licensure by a professional society or an official State Board/Agency are responsible for obtaining, maintaining, and submitting to Administration or Human Resources such current and renewed registration, certification, and/or licensure as required, at their own expense. Renewed registration, certification, and/or licensure must be submitted prior to its expiration. Current and up-to-date registration, certification, and/or licensure are a condition of employment, and those employees who do not provide the Employer with evidence of current registration, certification and/or licensure will be terminated. The Employer shall maintain verification of current and renewed registration, certification and/or licensure.

35.5 Employees on all shifts will be encouraged to attend voluntary in-service education programs during their regularly scheduled hours. These must be coordinated with the employee's supervisor prior to leaving the employee's workstation or unit. Attendance at in-services outside of regularly scheduled work hours will generally be allowed for mandatory in-services and for CNAs to fulfill their annual regulatory requirements, so long as the in-services are not available during the employee's regularly scheduled work hours. The employee's departmental director, in advance of attendance, must approve attendance at in-services outside the employee's regularly scheduled work hours.

35.6 All employees must complete all mandatory in-services as identified by regulation, as well as those required by Employer and departmental policies and procedures.

35.7 Attendance at in-service programs and required staff meetings will be paid at the employee's regular straight time hourly rate. Any overtime hours will be paid at the maximum rate of time and one-half (1½). The Employer will not compensate employees for their time when they choose to attend educational sessions during off-duty hours at colleges, universities, or other institutions/organizations.

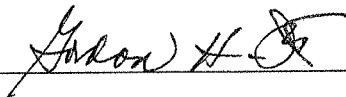
Section 36. DURATION OF AGREEMENT

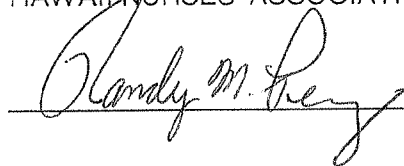
This Agreement shall remain in full force and effect for a period of two (2) years effective from October 7, 2007 to and including October 6, 2009. It shall be deemed renewed thereafter from year to year unless either party gives written notice to the other party of its desire to amend or terminate the 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. Desired modifications, if any, shall be specified in the written notice. If either party serves the aforesaid notice of termination or modification, the Agreement terminates upon expiration of its original term or its yearly-extended term.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this Agreement on the 20th day of DECEMBER, 2007 at Honolulu, Hawaii.

OAHU CARE FACILITY

HAWAII NURSES' ASSOCIATION





OAHU CARE FACILITY

EXHIBIT "A-1"

	<u>Current</u>	<u>Effective 10/07/07*</u>	<u>Effective 10/05/08*</u>
<u>CNA</u>			
Start rate	\$ 9.00	\$9.50	\$10.00
Job rate (after 3 mos. and min. 100 hours)	\$ 9.75	\$10.25	\$10.75

CNA II

Start rate	\$10.00	\$10.50	\$11.00
Job rate (after 3 mos. and min. 100 hours)	\$10.75	\$11.25	\$11.75

*Effective October 7, 2007 and October 5, 2008, all employees subject to this agreement, will receive an increase of fifty cents (\$0.50) in their hourly rate regardless of their current hourly rate of pay.

EXHIBIT "B-1"

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

I, _____, an employee of OAHU CARE FACILITY, agree to have the Employer take out of my wages for the Association's representational activities, including negotiations and administration of the Collective Bargaining Agreement on my behalf, a monthly 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 end if my employment with OAHU CARE FACILITY ends or when the Collective Bargaining Agreement referred to above no longer covers my employment.

Date _____

_____ Social Security Number

Employee's Signature

Print Name

Mailing Address _____

City _____ State _____ Zip Code _____

EXHIBIT "C"
CONTRIBUTION TO CHARITABLE FUND

I, _____, voluntarily agree to have my 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 such monies to:

- ALOHA UNITED WAY
- AMERICAN HEART ASSOCIATION, HAWAII CHAPTER

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-1", 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 OAHU CARE FACILITY ends or when the Collective Bargaining Agreement referred to above no longer covers my employment.

Date _____

_____ Social Security Number

_____ Employee's Signature

_____ Print Name

Mailing Address _____

City _____ State _____ Zip Code _____

