

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT by and between **THE QUEENS MEDICAL CENTER**, hereinafter referred to as the "Employer", and the **HAWAII NURSES' ASSOCIATION**, hereinafter referred to as the "Union", constitutes the basis of settlement on all issues discussed between the Employer and the Union in the recently concluded negotiations.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing collective bargaining agreement between the Employer and the Union that became effective December 1, 2005 to and including November 30, 2008, shall be unchanged. Unless otherwise specified, all amended items shall be effective December 1, 2008.

1. **All references to the "Association" or "HNA" in the Agreement shall be changed to the "Union"**
2. **All references to "PTO credits" or "ESL credits" where applicable in the Agreement shall be changed to "PTO hours" or "ESL hours" respectively.**
3. **References to vacation and holiday will be changed to PTO where appropriate. References to sick leave will be changed to PTO Sick or ESL where appropriate.**
4. **Modify Section 3.4 as follows:**

3.4 Regular Part-Time Employees. An employee shall also be classified as a regular part-time employee if such employee does not work a predetermined work schedule but is paid for at least two hundred sixty (260) hours in each of two consecutive calendar quarters. Such employee shall not lose regular part-time status until the employee fails to work for at least two hundred sixty (260) hours in each of two consecutive calendar quarters or if such employee works less than 24 hours in any subsequent quarter.

5. **Modify Section 4 as follows:**

Section 4. UNION SECURITY

4.1 Membership

(a) All nurses employed by the Employer and covered by this Agreement must, by the thirty-first (31st) day of their employment and thereafter, either become and remain members of the Union in good standing, or as nonmembers, pay the Union the service fee designated by the Union. Any employee who fails to do one or the other shall, upon notice of such fact in writing from the Union to the Employer, and after an opportunity for counseling, be replaced.

(b) 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 NLRA, as amended. Such employees shall pay a monthly amount equal to the membership dues uniformly

required as a condition of retaining membership in the Union, by means of Exhibit "C," "Contribution to Charitable Fund," to one of the following charities: (1) Aloha Chapter - Alzheimer's Association, (2) Autism Society of Hawaii, (3) Hawaii Heart Association, (4) Hospice Hawaii, (5) Molokai General Hospital – Hawaii Chapter, (6) Muscular Dystrophy Association, (7) QMC Cancer Center, (8) St. Francis Hospice.

Remove references to Exhibit "C" in Sections 5.1(a) and (b)

6. Modify Section 5 as follows:

Section 5. MONTHLY DUES DEDUCTION

5.1 Deduction of Dues

(a) The Employer will deduct Union 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 Union along with a listing which includes name, 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 Union dues.

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

7. Modify Section 8 as follows:

Section 8. BULLETIN BOARDS

The Employer shall permit the posting of official Union notices provided such items are signed and posted by a duly authorized official of the Union and a copy shall be provided to a designated representative of the facility at the time of such posting. There shall be a space of 14 inches by 20 inches set aside for Union use on the bulletin board on each nursing unit.

8. Modify Section 10 as follows:

Section 10. HOURS OF WORK

(b) Weekends

(1) Definition of Weekend. A weekend is defined as Saturday and Sunday except that for permanent night shift employees it may be a Friday and Saturday or Saturday and Sunday

9. Modify Section 12 as follows:

12.2 Shift Differentials

(b) An employee working the “night” shift shall receive a shift differential of two dollars and seventy-five cents (\$2.75) per hour for all hours worked within the shift. Effective December 6, 2009, the night shift differential shall be increased to three dollars (\$3.00) per hour for all hours worked within the shift. Effective December 5, 2010, the night shift differential shall be increased to three dollars and twenty-five cents (\$3.25) per hour for all hours worked within the shift. A night shift is defined as any shift that begins at or after 10:30 p.m. but before 4:30 a.m.

12.5 On-Call Pay

(d) On-Call In Lieu of Scheduled Shift

(3) If an employee is offered work opportunity and prefers not to float, and the Employer does not need the employee to float, and does not need to place the employee on-call, the employee may take an excused absence day without pay or substitute PTO pay for the time not worked.

12.6 Call Back

(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 scheduled 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 scheduled shift.

12.7 Overtime

(i) Mandatory Overtime

Mandatory overtime may be used only for the following unforeseen critical situations.

(1) A code blue occurring at the end of a shift. Mandatory overtime will not exceed two hours past the end of the scheduled shift.

(2) Completion of surgical cases in progress in the operating rooms.

(3) Federal or state declared emergencies or activation of QMC’s disaster plan.

In the event that issues with the unit staffing plan persist, in spite of prior active problem solving by the manager and the unit council: the unit council chair (or his/her designee), unit staff and the manager have the right and the responsibility to present the issue to the labor Management Committee for mutual problem solving.

12.10 In-Service Training or Work Related Meeting

(a) If the Employer requires the employee to participate in an in-service training program, Unit Based Committee Meetings, Committee Projects 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 require 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.

12.11 Deductions and Itemized Paycheck Stub

(a) Payday will be every other Friday. An itemized electronic 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, overtime and other premium pay;
- (4) Itemization of all deductions;
- (5) Net compensation;
- (6) PTO, PTO Sick and ESL use and 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 PTO pay.

(e) Upon completion of electronic paycheck process, the employee shall be able to review his/her paycheck with itemized information as stated in 12.11(a) on line and waive receipt of a paper paycheck with such itemization.

10. Modify Section 13 as follows:

Section 13. CONTINUOUS SERVICE DEFINED

13.1 "Continuous service" for the purpose of PTO 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, PTO, ESL, jury duty, bereavement leave and educational days off under the terms of this Agreement.

11. Modify Section 14 as follows:

14.7 Scheduling and Approval of PTO

(a) Scheduled Absences

(1) Between January 1 through February 1 of each year, regular employees will be invited to express preferences as to when they wish to take time off.

(5) Earned PTO may accumulate in an amount not to exceed the PTO maximum provided that at least two (2) weeks of earned PTO with pay must be taken every year. The employee may take the two weeks of PTO as either a block of time or as individual days at the employee's choice.

(b) Unscheduled Absences Due to Illness or Injury or of Urgent Nature

(1) Employee Notice. An employee absent due to illness or injury or because of a situation of urgent nature which could not be foreseen by the employee and which requires the employee's attendance (i.e. emergency situations, serious illness in the family) and which prevents the employee from working shall notify the Employer of the employee's pending absence, prior to each scheduled work shift unless the absence is of a predetermined length, at least two (2) hours prior to the day shift or at least three (3) hours prior to the evening or night 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 PTO 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.

14.9 Recall to Work During PTO. A regular employee who has scheduled a PTO day and is recalled to work shall be compensated at the overtime rate. The PTO period so worked shall be rescheduled through mutual agreement. A PTO period shall be defined as beginning from the end of the employee's last shift worked to the start of the employee's next scheduled shift, during which a PTO day or days had been scheduled.

14.11 PTO Sell Back. The employee may sell between twenty (20) to forty (40) PTO hours each August for a maximum of forty (40) PTO hours per calendar year. The employee must make their election to sell back PTO hours in the tax year prior to the tax year in which the PTO sell back is paid. The employee must have accrued the minimum number of hours for such sell back in the same tax year in which the sell back occurs. The rate of pay shall be at the applicable straight time rate at the time of the sell back. PTO sell back administrative procedures shall, in any event, be in accordance with current IRS tax regulations.

14.14 PTO Donation.

(a) Employees may voluntarily donate their PTO hours to a pool of employees who needs additional PTO hours as a result of their own serious health condition (defined as catastrophic illness or incident which may be life threatening) or that of an immediate family member (spouse or dependent child).

(c) PTO donation must be in compliance with all IRS regulations.

12. Modify Section 16 as follows:

Section 16. EXTENDED SICK LEAVE (ESL)

16.3 ESL Usage and Payment

(d) If an absence due to illness or injury results in an inpatient hospitalization or outpatient surgery, the employee will be eligible to utilize their ESL credits immediately.

13. Modify Section 17 as follows:

Section 17. LEAVES OF ABSENCE WITHOUT PAY

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:

(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 PTO for educational leaves.

(d) Association Business. After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), not to exceed two (2) years. An employee shall not be required to take accumulated PTO for Association Business Leaves. It is understood that "Association Business" includes elected HNA State or National offices. The Employer will consider requests for Association Business Leaves for more than one (1) employee subject to operating requirements.

14. Modify Section 18 as follows:

Section 18. LEAVES OF ABSENCE WITH PAY

18.1 Bereavement Leave 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 and stepfather, mother and stepmother, spouse, child and stepchild, brother and stepbrother, sister and stepsister, mother-in-law and father-in-law, grandparents and grandchildren. Upon request, employees may be granted a reasonable number of additional days (either without pay or utilizing PTO days) to be used in conjunction with the funeral absence with pay.

18.2 Jury Duty

(a) Any regular employee who participates in the selection process by being present at the courthouse with a written attendance receipt or 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.

15. Modify Section 19 as follows:

19.1 Medical Plan with Drug & Vision Rider. The Employer shall provide the Queen's Health Systems' Comprehensive Plan to all eligible participating employees. The Employer shall pay the full monthly premium of the single plan and ninety percent (90%) of the monthly family plan premium up to the listed dollar maximum with the employee paying the balance of the premium, if any:

		<u>1st Year</u> <u>(Jan. 1, 2009)</u>	<u>2nd Year</u> <u>(Jan. 1, 2010)</u>	<u>3rd Year</u> <u>(Jan. 1, 2011)</u>
Ee	100% w/max of	\$350	\$385	\$424
Ee + Spouse	90% w/max of	622	684	752
Ee + Child	90% w/max of	545	600	660
Family	90% w/max of	900	990	1089

The Employer will offer other medical plans that are offered to its other employees. Employees covered under this Agreement who elect coverage under other Employer offered medical plans shall make premium contributions on the same basis as other employees enrolled in the same plan, but the Employer's contribution will not exceed the maximum contributions indicated above.

19.2 Dental Plan. The Employer shall provide the Hawaii Dental Service (100% basic coverage, 70%-30% coverage on all other services, with a \$900 maximum (increased to \$1,000 and add orthodontia rider effective January 1, 2010) dental plan for all eligible participating employees who have three (3) or more months of continuous service. The Employer shall pay the following percentage of the monthly premiums up to the dollar maximum listed with the employee paying the balance, if any:

		<u>1st Year</u> <u>(Jan. 1, 2009)</u>	<u>2nd Year</u> <u>(Jan. 1, 2010)</u>	<u>3rd Year</u> <u>(Jan. 1, 2011)</u>
Single	100% w/max of	\$31	\$33	\$35
Single + 1	75% w/max of	42	44	46
Single + 2	75% w/max of	67	70	74

16. Modify Section 21 as follows:

21.1 (c) The educational activity must be scheduled for at least four (4) hours in order to be approved for professional development leave. On-line CEUs shall be limited to no more than 25% of the employee's total annual Paid Professional Development Leave and must be scheduled in two (2) CEU blocks at a time. Payment for on-line CEUs will be measured in completed CEUs (one (1) hour of regular base hourly pay for each full hour (adjusted down) of CEU completed with a passing grade or certificate of completion).

17. Modify Section 23 as follows:

23.4 Effective January 1, 2005, the Employer will establish the Retiree Medical Benefits Program for all new retirees providing a benefit of eight dollars (\$8.00) per month per year of credited service. Eligibility will be for retirees who have attained age 55 with 15 years of service at the time of retirement. Effective 12/01/09 the benefit will increase to ten dollars (\$10) per month per year of credited service for those employees who have attained the age of 55 with 20 years of service.

18. Modify Section 24 as follows:

24.2 Seniority

(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, ESL or Temporary Disability Insurance shall not have their seniority adjusted. Seniority shall be terminated by discharge, resignation, transfer to call-in status, 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.

24.6 Seniority List. Upon request by the Union, the Employer shall furnish to the Union a complete seniority list, including the status, , and work unit of the employees covered by this Agreement, but not more than twice per year (but not more than once every six [6] months).

19. Modify Section 27 as follows:

Section 27. PERSONNEL INFORMATION

27.3 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 submit pertinent information, such as work experience, educational degrees, courses taken, recommendations and awards, to be included in the employee's personnel file.

20. Modify Section 28 as follows:

Section 28. STEWARDS

28.1 The Union may appoint one (1) Chief Steward and a maximum of one (1) Steward per unit for the purpose of handling grievances. The Chief Steward and the Stewards shall have seniority only for purposes of permanent layoff over all other employees in the respective work unit assigned.

28.2 Handling Grievances

(a) Each steward shall have the primary duty to represent employees in the steward's designated unit(s) if available and may assist those employees in the handling of grievances.

(b) The steward shall not interfere with the management of the Employer's operation or direct the work of any employee. The Chief Steward may assist other stewards in the handling of grievances.

21. Modify Section 29 as follows:

Section 29. GRIEVANCE PROCEDURE

29.1 No Strikes, Lockouts, Work Stoppages. The Employer and the Union 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.

29.2 Procedure

(h) Step 3 - If the grievance is not adjusted at Step 2, then the grievant may present the grievance, in writing, to the President (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 Union Representative and the President (or the designated representative) within seven (7) calendar days. President (or the designated representative) shall respond in writing by the end of the seven (7) calendar days. The designated representative shall be another management employee other than the initial decision maker.

(i) Step 4 - (Arbitration) If the grievance is not adjusted at Step 3, the Union 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 by mutual agreement or, if an agreement cannot be reached, from the following panel of arbitrators: E. John McConnell, Keith Hunter, Louis Chang, Charles Bocken, and Dennis Smith. 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.

22. Modify Section 32 as follows:

32.6 Charge Nurses and Staff Nurses have the right and responsibility to report staffing related issues and concerns to the unit manager and the unit council in a timely manner.

Nursing unit managers have the responsibility to provide unit staff and the unit council with timely updates regarding the resolution of staffing problems and issues. Nursing unit managers will actively involve unit staff and unit councils in determining unit staffing initiatives and problem solving short term and long term staffing issues. Staffing status reports will be made to the unit councils at least quarterly.

In the event that unit staffing issues persist, in spite of prior active problem solving by the manager and the unit council, unit staff and unit councils and the manager have the right and responsibility to present the issue to the Labor Management Committee for resolution by mutual problem solving.

23. Modify Section 33 as follows:

33.6 Procedure for reviewing Concern for Safe Staffing Forms:

(c) Upon receipt, the forms will be reviewed by the Chief Steward and the Union to identify units that may be having staffing problems.

24. Modify Section 38 as follows:

Section 38. DURATION OF AGREEMENT

38.1 This Agreement shall remain in full force and effect from December 1, 2008, to and including November 30, 2011. 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.

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

25. Delete Exhibit "A-1" in its entirety:

EXHIBIT "A-1"

I. WAGES

	Effective <u>12/4/08</u>	Effective <u>12/3/09</u>	Effective <u>12/2/10</u>
0-6 months (70%)	31.65	32.92	34.24
7-12 months (75%)	33.92	35.27	36.68
13-18 months (80%)	36.18	37.62	39.13
19-23 months (minimum 3 mos.) (90%)	40.70	42.33	44.02
Job Rate	45.22	47.03	48.91
5 year rate*	46.22	48.03	49.91
10 year rate*	47.22	49.03	50.91
15 year rate*	48.22	50.03	51.91
Level III	46.47	48.28	50.16
Level III after 5 yrs	47.47	49.28	51.16
Level III after 10 yrs.	48.47	50.28	52.16
Level III after 15 yrs.	49.47	51.28	53.16
Level IV	47.72	49.53	51.41
Level IV after 5 yrs.	48.72	50.53	52.41
Level IV after 10 yrs.	49.72	51.53	53.41
Level IV after 15 yrs.	50.72	52.53	54.41
Charge	3.00	3.00	3.00
Certified RNFA**	2.00	2.00	2.00

The following applies to Exhibit "A-1,"

Start Rates

1. Employees hired on or prior to 12/27/96, who are still on start rates shall continue to progress on the start rates in the previous collective bargaining agreement until they reach job rate.
2. Newly hired employees (hired after 12/27/96) shall be given credit for all experience as defined below within the immediately preceding five (5)-year period prior to employment:

Exhibit "A-1"

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- a. Staff Nurse – Direct nurse to patient care in an acute facility*** of twenty (20) or more hours per week. Full credit will also be given to In-Service Instructors employed by acute care facilities.
- b. Clinic Nurse – Direct nurse to patient care of twenty (20) or more hours per week.
- c. The Employer agrees to recognize service at the Rehabilitation Hospital of the Pacific for the purposes of qualifying under the appropriate start rate level.

*The five (5) year rate, ten (10) year rate, and fifteen (15) year rate shall apply to employees when they have completed five (5), ten (10), and fifteen (15) years of service, respectively, with the Employer. For the purpose of this Exhibit, the five (5), ten (10), and fifteen (15) years shall be calculated on the same basis as Section 24.2 Seniority and 24.5 Transfer Out of the Bargaining Unit.

**Differential applicable when nurse is working in that capacity only

***For the purpose of Start Rates, an acute care facility shall include freestanding Surgical Centers, Birthing Centers and Emergency Rooms.

3. 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. Employees who have nineteen (19) months or more of experience shall be placed at the appropriate month within the 19-23 months start rate but shall stay at that rate for a minimum of three (3) months before they progress to the job rate.
4. RN's who have been out of nursing for more than five (5) years, but not more than ten (10) years and have at least one (1) year's experience in accordance with the requirements of this section shall be placed at the 7-12 months rate upon hire.
5. Any Staff Nurse who has completed at least one (1) year of employment as a regular employee, who returns to employment as a regular non-subsidized employee with QUEEN'S MEDICAL CENTER within three (3) years of the employee's termination of employment with QUEEN'S MEDICAL CENTER and who has at least twenty-three (23) months of acute care experience within the immediate preceding five (5)-year period prior to reemployment, shall be paid at the job rate at the time the nurse completes orientation. Orientation may be extended or reduced by mutual agreement as per Addendum V, 3., Letter of Agreement. This provision pertains only to the determination of the employee's base rate of pay upon reemployment and all other provisions of the Agreement apply.
6. The Employer agrees to recognize service at a SNF/ICF facility for the purposes of qualifying under the appropriate start rate level for nurses applying to a similar unit.

26. Delete Exhibit "A-2" in its entirety:

27. Delete Exhibit "A-3" in its entirety:

28. Modify Exhibit "B" as follows:

EXHIBIT "B"

ASSIGNMENT OF WAGES TO COVER UNION DUES

I, _____, an employee of THE QUEEN'S MEDICAL CENTER, voluntarily agree to have the Employer take out of my wages monthly dues as certified to you in writing by the Union and to turn over the Union 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 Union, 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 Union, whichever shall be shorter, unless

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

This authorization shall end if my employment with THE QUEEN'S MEDICAL CENTER ends or when the collective bargaining agreement referred to above no longer covers my employment.

Date _____

Employee's Signature

Effective Date _____

Address

Telephone Number

Employee's Social Security Number

29. Modify Exhibit "B-1" as follows:

EXHIBIT "B-1"

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

ASSIGNMENT OF WAGES FOR UNION'S SERVICE FEES

I, _____, an employee of THE QUEEN'S MEDICAL CENTER, voluntarily agree to have the Employer take out my wages for the Union'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 Union dues, as certified to you in writing by the Union, and to turn over to the Union 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 Union, 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 Union, whichever shall be shorter, unless

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

This authorization shall end if my employment with THE QUEEN'S MEDICAL CENTER ends or when the collective bargaining agreement referred to above no longer covers my employment.

Date _____

Employee's Signature

Social Security Number

Address

30. Modify Exhibit "C" as follows:

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 Union dues and, in accordance with the agreement between the Employer and the Union, to turn over all such monies to:

- | | | |
|-------|---|--|
| Check | <input type="checkbox"/> ALOHA CHAPTER-ALZHEIMER'S ASSN | <input type="checkbox"/> AUTISM SOCIETY OF HAWAII |
| | <input type="checkbox"/> HAWAII HEART ASSOCIATION | <input type="checkbox"/> HOSPICE HAWAII |
| One | <input type="checkbox"/> MUSCULAR DYSTROPHY ASSN - HAWAII CHAPTER | <input type="checkbox"/> <u>MOLOKAI GENERAL HOSPITAL</u> |
| | <input type="checkbox"/> <u>QMC CANCER CENTER</u> | <input type="checkbox"/> ST. FRANCIS HOSPICE |

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 Union, whichever occurs sooner, or unless I execute an Exhibit "B," Assignment of Wages to Cover Union 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 Union, whichever shall be shorter, unless

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

This authorization shall end if my employment with THE QUEEN'S MEDICAL CENTER ends or when the collective bargaining agreement referred to above no longer covers my employment.

Date _____

Employee's Signature

Address _____

Effective Date _____

Employee's Social Security Number

31. Modify ADDENDUM II as follows:

ADDENDUM II

LEVEL III RN

DEFINITION OF LEVEL III RN

A nurse with greater than twenty-four (24) months of experience in which the last six (6) months have been in a defined area of nursing practice, who:

Utilizes the ANA Standards of Clinical Nursing Practice to provide safe, therapeutic care.

Functions as a member of the interdisciplinary and nursing teams.

Carries out established nursing procedures.

Demonstrates the knowledge and skills to provide nursing care appropriate to the patient's age.

Performs nursing care for patients with complex needs in collaboration with other health members.

Is recognized as a leader and clinical resource in a defined area of nursing practice.

Regular full-time and regular part-time predetermined employees who work thirty (30) hours are eligible to apply for Level III RN classifications provided they meet the following criteria:

EDUCATION AND EXPERIENCE

Graduate of a School of Nursing.

Current Hawaii RN License.

Employee of The Queen's Medical Center.

Twenty-four (24) months of experience*, the last six (6) months in a defined area of nursing practice/specialty (i.e., medical/surgical, oncology obstetrics, etc.)

OR

Post graduate level degree with a clinical nursing focus and twelve (12) months experience* in a defined area of nursing practice/specialty.

[NOTE: *=As defined by Exhibit "A" (Start Rates)]

REQUIREMENTS FOR INITIAL APPLICATION

- I. Staff Nurse Performance Appraisal
 - A. All criteria for Standards of Care must be met at the "consistently meets" level.
 - B. The nurse must be checked off at the "consistently meets" for all required Level I and II criteria that fall under the Standards of Professional Performance.
 - C. Completion of the Performance Appraisal Addendum - for Level III Application. A Performance Appraisal Addendum for the initial application of a CN Level III may be

obtained from the QMC Intranet under the “Nursing at Queens” > “Clinical Ladder Program”. This addendum will clearly define the expectations of each activity listed in this section.

- D. Performance Improvement project (PDCA), research project, and other activities are to be agreed upon with the nurse manager.

II. Continuing Education - Nurse Must:

- A. Have thirty-two (32) contact hours of continuing education within the last twenty-four (24) months (not to include job required CEUs, i.e. CPR, ACLS, PALS, NRP, specialty training classes)..

NOTE: One (1) Academic credit = fifteen (15) contact hours

OR

- B. Obtain initial national certification within the last twenty-four (24) months.

III. Nurse must complete either Performance Improvement or Research activity:

- A. Performance Improvement (Using PDCA Methodology: Plan, Do, Check, Act Process) -The PDCA form may be obtained from the QMC intranet under the “Organization” section >click onto “Quality & Patient Safety” >click onto “Performance Improvement” > look for “PI Tools” > click on “PI Methodology”:

PLAN - The Improvement Project

1. Identify an area of care important for quality patient outcomes, quality monitoring and patient care improvement opportunities.
2. Define the Performance Improvement Plan
 - * Identify the performance indicators and benchmarks.
 - * Identify who will benefit from the improvement.

DO - Data Collection, Analysis, and Identification on Actions

3. Conducts literature review focusing on evidence based practice
4. Collects data.
5. Analyzes and generates solutions.
6. Formulates, develops, and prioritizes recommendations.
 - Nursing practice
 - Patient outcomes
 - Systems and or processes to improve patient care

7. Communicates results of data collection and recommendation to unit peers.

CHECK - The Effectiveness of the Action

8. Evaluates the effectiveness of implementation.

ACT - To improve the action, hold the gains and continue the process

9. Completes a report and communicates results to Nurse Manager, unit council, and unit staff.
10. Determines further actions.
11. Recommend standardization if appropriate.

OR

- B. Research - As discussed and agreed upon with Nurse Manager in collaboration with Queen Emma Research Nurse:

1. Participates in a clinical research study relevant to the practice of nursing at QMC (e.g., completing literature review, summarizing and/or updating review, identifying reliable and valid research tools).

- IV. Nurse must choose two (2) individual activities from the following list. Activities must have occurred within the last twelve (12) months.

- A. Conducts one (1) inservice (may include PDCA project) as evidenced by all of the following:
 1. Objectives.
 2. Outline and handouts if applicable.
 3. Evaluation.
 4. Attendance sheet with at least five (5) in attendance (for first in-service, either the Nurse Manager or a CNS present for feedback).
- B. Participates in the development and/or presentation of a class/program for peers.
- C. Participates in patient support groups.
- D. Participates on an interdisciplinary team that evaluates clinical practice or health services at the unit level.
- E. Participates in the development and/or presentation of a patient/community education class/program.
- F. Participates in the development of patient/community education materials.
- G. Is a member of a Queen's Medical Center committee/council pertaining to clinical practice.
- H. Participates in data collection for research.
- I. Presents research activities/results to others.
- J. Is identified as a primary resource for the hospital in a clinical specialty.

- K. Presents at Nursing Grand Rounds.
- L. Writes an article for a Queen's newsletter.
- M. Conducts inservices or classes that are on the same topic, but to different audiences. The presentation is adjusted or changed each time to reflect the needs of the audience.
- N. Participates in the development of policies, procedures, guidelines or protocols to improve quality care
- O. Identifies and communicates alternative approaches for increasing cost effectiveness- e.g., may include but is not limited to:
 - 1. Product/supplies.
 - 2. Procedures.
 - 3. Reimbursement
- P. Accepted for publication, or published an article in a healthcare/nursing journal and/or national organization newsletter.
- Q. Development of a Self-Learning Module.
- R. Identified as a unit based resource/expert for a specific clinical focus, (such as patient safety fellow, skin expert, and or a patient classification unit expert).
- S. "Other identified activity" with prior approval by the Clinical ladder review committee
- T. On-going Performance Improvement activity (unit based or hospital wide) monitoring and follow-up
- U. Poster presentation at a regional, national or international conference.
- V. Speaker presentation at a regional, national or international conference.
- W. Participated in and completed an approved specialty "Fellowship" (Patient Safety, Ethics, Research, Learn to Lead).

V. Must meet with manager to discuss progress of goals quarterly.

REQUIREMENTS FOR RENEWAL OF LEVEL III

- I. The requirements for renewal are the same as in the initial Level III application except:
 - Have sixteen (16) contact hours of continuing education within the last twelve (12) months (not to include job required CEU's e.g. CPR, ACLS, PALS, NRP, specialty training classes).
- II. Nurse must be a Queen's Medical Center Committee or council member.
- III. May choose as an additional activity:
 - XIs an active member of a second Queen's Medical Center committee or council pertaining to clinical practice.
- IV. Required to attend 6 out of 12 clinical ladder committee functions per year. The clinical ladder functions are Nursing Grand Rounds, business or planning meetings and inservices conducted

by clinical ladder peers. Clinical time to attend these functions will be negotiated between the manager and the clinical ladder staff in order to meet this requirement.

- V. Must meet with manager to discuss progress of goals quarterly.

32. Modify ADDENDUM III as follows:

ADDENDUM III

LEVEL IV RN

DEFINITION OF A LEVEL IV RN

A nurse with greater than thirty-six (36) months of experience in which the last twelve (12) months have been in a defined area of nursing practice. The focus of the Clinical IV nurse is at an organizational level versus just unit level involvement. A CN IV is a nurse who:

- Utilizes the ANA Standards of Clinical Nursing Practice to provide safe, therapeutic care.
- Functions as a member of the interdisciplinary and nursing teams.
- Carries out established nursing procedures.
- Demonstrates the knowledge and skills to provide nursing care appropriate to the patient's age.
- Performs nursing care for patients with complex needs in collaboration with other health members.
- Is recognized as a leader and clinical resource in a defined area of nursing practice and is involved in organizational committees and activities.
- Possesses advanced knowledge and clinical skills.
- Provides expert nursing care in a defined area of nursing practice.
- Participates in activities that have an impact on health care beyond the unit level.

Regular full-time and regular part-time predetermined employees whose scheduled hours are not less than thirty (30) hours per week are eligible to apply for Level IV RN classifications provided they meet the following criteria.

EDUCATION AND EXPERIENCE

- Graduate of a School of Nursing.
- Current Hawaii RN License.
- Employee of The Queen's Medical Center.
- Thirty-six (36) months of experience*, the last twelve (12) months in a defined area of nursing practice/specialty.

OR

- Post graduate level degree with a clinical nursing focus and twenty-four (24) months experience* in a defined area of nursing practice/specialty.

[NOTE: * = As defined by Exhibit "A" (Start Rates)]

REQUIREMENTS FOR INITIAL APPLICATION

I. Staff Nurse Performance Appraisal

- A. All criteria for Standards of Care must be met at the “consistently meets” level.
- B. The nurse must be checked off at the “consistently meets” for all required Level IV criteria that fall under the Standards of Professional Performance.
- C. Completion of the Performance Appraisal Addendum - for Level IV Application. A Performance Appraisal Addendum for the initial application of a CN Level IV may be obtained from the QMC Intranet under the “Nursing at Queen’s” > “Clinical Ladder Program”. This addendum will clearly define the expectations of each activity listed in this section.
- D. Performance Improvement project (PDCA), research project, unit council/committees, and other activities are to be agreed upon with the nurse manager.

II. Continuing Education - Nurse Must:

- A. Have thirty-two (32) contact hours of continuing education within the last twenty-four (24) months (not to include job required CEUs, e.g. CPR, ACLS, PALS, NRP, specialty training classes).

NOTE: One (1) Academic credit = fifteen (15) contact hours

OR

- B. Obtain initial national certification within the last twenty-four (24) months.

III. Nurse must complete either a Performance Improvement or Research activity:

- A. Performance Improvement (Using PDCA Methodology: Plan, Do, Check, Act Process) - The PDCA form may be obtained from the QMC intranet under the “Organization” section >click onto “Quality & Patient Safety” >click onto “Performance Improvement”> look for “PI Tools”> click on “PI Methodology”:

PLAN - The Improvement Project

- 1. Identify an area of care important for quality patient outcomes, quality monitoring and patient care improvement opportunities.
- 2. Define the Performance Improvement Plan
 - * Identify the performance indicators and benchmarks.
 - * Identify who will benefit from the improvement.

DO - Data Collection, Analysis, and Identification on Actions

- 3. Conducts literature review focusing on evidence based practice.
- 4. Collects data.
- 5. Analyzes and generates solutions.

6. Formulates, develops, and prioritizes recommendations.
 - Nursing practice
 - Patient outcome
 - Systems and or processes to improve patient care.
7. Communicates results of data collection and recommendation to manager, unit council, and unit peers.

CHECK - The Effectiveness of the Action

8. Evaluates the effectiveness of implementation.

ACT - To improve the action, hold the gains and continue the process

9. Completes a report and communicates results to Nurse Manager, unit council, and unit staff.
10. Determines further actions.
11. Recommends standardization if appropriate.

OR

- B. Research - in collaboration with Queen Emma Research Nurse:

1. Identifies and initiates the development and implementation of a clinical research study relevant to the practice of nursing at QMC (e.g., completing literature review, summarizing and/or updating review, identifying reliable and valid research tools).

- IV. Nurse must be a Queen's Medical Center committee or council member.

- V. Nurse must choose three (3) individual activities from the following list. Activities must have occurred within the last twelve (12) months. The emphasis and scope of the Clinical Nurse IV role is hospital wide.

* The following activities denotes hospital wide scope

- A. Conducts two (2) in-services (may include PDCA project) as evidenced by all of the following:
 1. Objectives.
 2. Outline and handouts if applicable.
 3. Evaluation.
 4. Attendance sheet with at least five (5) in attendance (for first in-service, either the Nurse Manager or a CNS present for feedback).
- B. Participates in the development and/or presentation of a class/program for peers.
- C. *Identifies need for and creates a patient support group.

- D. *Participates on an interdisciplinary team that evaluates clinical practice or health services at the organizational level.
- E. *Participates in the development and/or presentation of a patient/community education class/program.
- F. *Creates patient/community education materials.
- G. *Is a Queen's Medical Center committee/council chair pertaining to clinical practice.
- H. *Participates in data collection for research.
- I. *Presents research activities/results to others.
- J. *Is identified as a primary resource for the hospital in a clinical specialty.
- K. *Presents at Nursing Grand Rounds.
- L. *Writes an article for a Queen's newsletter.
- M. Conducts inservices or classes that are on the same topic, but to different audiences. The presentation is adjusted or changed each time to reflect the needs of the audience.
- N. *Develops policies, procedures, guidelines, protocols to improve quality of care.
- O. Identifies and communicates alternative approaches for increasing cost effectiveness - e.g., may include, but is not limited to:
 - 1. Product/supplies.
 - 2. Procedures.
 - 3. Reimbursement.
- P. *Accepted for publication or published an article in a healthcare/nursing journal and/or national organization newsletter.
- Q. Development of a Self-Learning Module.
- R. Identified as a unit based resource/expert for a specific clinical focus, (such as patient safety fellow, skin expert, and/or a patient classification unit expert).
- S. "Other identified activity" as approved by the Clinical ladder committee and review committee
- T. On-going Performance Improvement activity (unit based or hospital wide) monitoring and follow-up
- U. *Poster presentation at a regional, national or international conference.
- V. *Speaker presentation at a regional, national or international conference.
- W. Participated in and completed an approved specialty "Fellowship" (Patient Safety, Ethics, Research, Learn to Lead).

- X. Conducts a clinical case study (retrospective review).
- Y. Applies for a patent for a health care related product.
- Z. Used results of quality care activities to initiate change beyond the scope of one's unit/department

VI. Must meet with manager to discuss progress of goals quarterly

REQUIREMENTS FOR RENEWAL OF LEVEL IV

- I. The requirements for renewal for are the same as in the initial Level IV application except:

Have sixteen (16) contact hours of continuing education within the last twelve (12) months (not to include job required CEUs e.g. CPR, ACLS, PALS, NRP, specialty training classes).
- II. Required to attend 6 out of 12 clinical ladder committee functions per year. The clinical ladder functions are Nursing Grand Rounds, business or planning meetings and inservices conducted by clinical ladder peers. Clinical time to attend these functions will be negotiated between the manager and the clinical ladder staff in order to meet this requirement.
- III. Must meet with manager to discuss progress of goals quarterly.

ADDENDUM II / ADDENDUM III - GUIDELINES

LEVEL III/ LEVEL IV RN

1. Level III and Level IV Nurses are considered a separate classification from a staff nurse.
2. Level III and Level IV Nurses shall be afforded adequate time to prepare for attaining and maintaining their Level III and Level IV responsibilities. Level III Nurses should be provided eight to twelve (8-12) hours per schedule and Level IV Nurses should be provided twelve to sixteen (12-16) hours per schedule. The management time will be negotiated between the manager and the nurse taking into consideration the on-going clinical ladder projects and the unit needs.
3. Level III and Level IV Nurses may be assigned "charge" responsibilities at which time they will be paid the charge differential in addition to their Level III wage rate for all hours worked as a charge nurse.
4. Level III and Level IV Nurses will be expected to continue to meet the requirements of the classification. If that does not occur, the Level III Nurse shall be returned to a staff RN classification at the appropriate staff RN rate of pay. The Level IV Nurse shall be returned to a Level III or Level II RN classification at the appropriate staff RN rate of pay.
5. Renewal of Level III and Level IV statuses will be done annually. An annual criteria based evaluation will be completed. If the requirements of Level III or Level IV are not met, the employee will be reclassified to the appropriate RN status.
6. An informal committee composed of Level III/IV RNs and Management representative(s) shall meet on a periodic basis to review and discuss the Clinical Ladder Program.
7. Upon mutual agreement between a formed committee of the Union Clinical Ladder Nurses and QMC management, the content of the Clinical Ladder criteria may be revised and extended to include the possible creation of a Clinical Nurse level V step.

33. Modify ADDENDUM IV as follows:

ADDENDUM IV

PRORATED BENEFITS AND COVERAGE UNDER THE AGREEMENT

A. Prorated Benefits

1. Part-Time Employees

Part-time employees as defined in Section 3.5 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 receive educational days in accordance with Section 21 of the Agreement. They shall not receive ~~vacation, sick leave~~ PTO, ESL 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).

B.2(b)

(b) The term "paid" for the purposes of Section 3.4 shall mean payment actually received during a calendar quarter for hours worked, ~~sick leave, vacation, holidays~~ ESL, PTO, jury duty, funeral leave and paid educational leave but shall not include payment under TDI or Workers' Compensation.

C.1

1. Covered Status To Uncovered Status

The employee shall cease earning all benefits under the Agreement, ~~vacation~~ PTO pay (if any) will be paid off, seniority is lost and continuous service is terminated. The employee will lose all continuous service and will have to start earning continuous service as a new employee if the employee achieves covered status again. All employees, who lose coverage under this Agreement but do not have a break in employment 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 on the date their most current coverage begins except as provided for in Section 24.5.

C.2(a)

(a) The employee shall cease earning all benefits under the Agreement except those covered in Section A.1. of this Addendum; ~~vacation pay~~ PTO (if any) will be paid off; seniority shall continue but continuous service is terminated. The employee will lose all continuous service and will have to start earning continuous service as a new employee if the employee achieves regular full-time or regular part-time status again.

34. Modify ADDENDUM V as follows:

ADDENDUM V

LETTER OF AGREEMENT

December 1, 2008

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

In conjunction with the collective bargaining agreement being executed simultaneously with this letter, the following is understood and agreed.

2. The Employer agrees that there is at present no intent to modify or terminate the existing policies pertaining to health benefits for covered employees. It is understood, however, that such health benefits may be reviewed in the future and that the Employer retains the right to modify or terminate the existing policies pertaining to health benefits for justifiable reasons. The Employer agrees to meet and discuss changes with the Union at least sixty (60) days prior to modifying or terminating the existing policies pertaining to health benefits.

(b) Float

(3) Each nursing unit shall decide by a secret ballot, majority vote, as to whether floating will be done by seniority or rotation. Such a vote may not be held more often than once per year, and the Employer shall notify the Union of the decision. Determination of which nurse(s) will float for the shift, will be made by the charge nurse according to the specific policy agreed upon by the nursing unit. (This provision does not apply to floating in order to provide work opportunity.)

4. The Union agrees not to submit petitions before the NLRB regarding the expansion of the bargaining unit for the life of this Agreement unless the Employer establishes new exempt positions or alters present exempt positions so that they no longer meet the criteria of the presently excluded positions.
5. As a recruitment and retention measure, the Employer shall provide parking at no charge for employees working on the night shift. As with all parking matters, the Employer retains the right to amend or delete this provision in the future.

Employer agrees to notify and meet with the Union at least forty-five (45) days before reaching any decision which will affect the parking of regular employees. Full consideration will be given to the concerns and issues expressed by the Union.

6. The Employer shall provide a Regular Full-Time and Regular Part-Time employees with the following provisions:

- (1) Dependent Group Life Insurance (At employee cost)
- (2) Long Term Disability Insurance (50% of pre-disability pay)
- (3) Health Care Spending Account (At employee cost)
- (4) Dependent Care Spending Account (At employee cost)

35. Modify/Add the following Letters Of Agreement as indicated:

LETTER OF AGREEMENT

December 1, 2008

**Hawai'i Nurses Association
677 Ala Moana Blvd., Suite 301
Honolulu, HI 96813**

During the 2008 negotiations, the parties discussed the process of dues monies being delivered to the union by the Employer. As a result of that discussion, the Employer has agreed to provide electronic transmission of dues in a single process each month which covers employee dues by those who have made application for membership and who have submitted the standard authorization, Exhibit B or B-1 to the Employer.

The electronic process shall be effective within ninety (90) days of ratification.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

Hawai'i Nurses Association
677 Ala Moana Blvd., Suite 301
Honolulu, HI 96813

During the 2008 negotiations, it was agreed that when a unit is closed due to a Section 15 Holiday, the covered employees in that unit shall have the option to utilize their PTO for that holiday or elect, on an individual basis, to take the holiday off without pay.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

Hawai'i Nurses Association
677 Ala Moana Blvd., Suite 301
Honolulu, HI 96813

During the 2008 negotiations, the parties discussed the Kronos feature of scheduling and agreed that the posting of schedules, other than the initial posting, will be completed electronically through the use of the Kronos system. Should the Kronos system be updated to allow the posting of the initial schedule in electronic method, the parties shall meet to discuss the implementation of such a schedule process.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

Hawai'i Nurses Association
677 Ala Moana Blvd., Suite 301
Honolulu, HI 96813

By December 1, 2008 employees who obtain an initial certification or a re-certification (after three or more years) which is granted by a national organization such as The American nurses Association, will be paid a bonus of \$500 in the 1st pay period of January, 2009. Employees must have passed probation and present a copy of their completed, approved certification in their area of specialty with a current expiration date. Employees with multiple certifications shall be eligible for only one (1) certification bonus. This will be payable to employees for their initial certification or re-certification after three years only.

By November 1, 2009 and November 1, 2010, employees who obtain an initial certification or a re-certification (after three or more years) which is granted by a national organization such as The American nurses Association, will be paid a bonus of \$500 in the 1st pay period of December, 2009 or 2010. Employees must have passed probation and present a copy of their completed, approved certification in their area of specialty with a current expiration date. Employees with multiple certifications shall be eligible for only one certification bonus. This will be payable to employees for their initial certification or re-certification after three years only.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

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

The parties agree to provide the benefits of Section 18.1 (Bereavement Leave With Pay) and Section 19 (Health Plan Coverage) to employees covered by the Agreement who are in a Same Sex Domestic Partnership. In order to be covered as a Same Sex Domestic Partner, the employee and the domestic partner must have a completed "Affidavit of Same Sex Domestic Partnership" on file with the Employer prior to or at the time of any qualifying event.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

Hawaii Nurses Association
677 Ala Moana Blvd., Suite 301
Suite 301

Honolulu, HI 96813

It is acknowledged that adequate staffing is a key component of quality patient care and nurse satisfaction.

In addition, unresolved staffing issues and problems may adversely affect quality of care and create job dissatisfaction.

The Employer and the Union agree that shared governance is vital to making key decisions that improve the quality of patient care and the increase of nurse satisfaction.

It is the intent of Section 32.6 to encourage and empower managers along with their charge nurses, unit councils and staff nurses to deal with staffing issues and problems in a constructive and collaborative manner.

By encouraging all concerned nurses to identify and come forward with identified staffing issues, it is expected that timely resolution of concerns will improve patient care and reduce dissatisfaction among nurses.

The Labor Management Committee will address staffing issues when they are brought to them in a timely manner.

Furthmore, the LMC will independently review staffing reports at least every 6 months, until November 30, 2010, to determine nursing areas where staffing levels are 85% of budgeted levels or lower. LMC will review these reports at least annually thereafter. Areas with 85% or less staffing will be approached by LMC for evaluation and problem identification with the goal of problem resolution.

Very truly yours

The Queens Medical Center

By _____

Agreed:

By _____

LETTER OF AGREEMENT

December 1, 2008

Hawaii Nurses Association

677 Ala Moana Blvd., Suite 301
Suite 301
Honolulu, HI 96813

With reference to union time off to attend union business meetings, the parties have agreed that after one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), the Employer may grant such requests that are made at the beginning of each calendar year, for up to four (4) employees with up to 2 weeks each during the year to attend union business meetings. This time off shall be prescheduled and the employee has the option to utilize his/her PTO for such time off. It is agreed that no more than one (1) employee in a unit may be off at the same time for this purpose.

Should an unusual circumstance occur, the Employer may consider such request throughout the year.

Very truly yours,

The Queens Medical Center

By: _____

Agreed:

The Hawaii Nurses Association

By: _____

LETTER OF AGREEMENT

December 1, 2008

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

The goal of The Queen's Medical Center (QMC) and the Hawai'i Nurses' Association (HNA) nurses is to provide quality, safe patient care. In conjunction with the collective bargaining agreement being executed simultaneously with this letter, the following is understood and agreed.

- 1) In order to meet this commitment, QMC agrees to enhance and explore the following strategies/solutions.
 - a) Increase the RN float pool;
 - b) Increase the number of call-in staff;

- c) Improve working relationships with the local nursing agencies;
 - d) Explore a centralized staffing availability sign up system;
 - e) Provide positive recognition for exemplary attendance records;
 - f) Address sick call hours in a fair and predictable manner; and
 - g) Develop incentives for employees to work extra hours.
- 2) Each nursing unit/unit council, in collaboration with the affected nurses, will develop and implement a "unit specific" plan to address unforeseen staffing needs relative to patient safety. Each plan will include:
- a) Use of volunteers;
 - b) On call in lieu of scheduled shift will be used before on call in excess of scheduled shift; and
 - c) Each unit will endeavor to have at least one voluntary on call RN if there are sufficient open beds that, if filled, would require additional staffing.

~~3) The mandatory overtime subcommittee will review the status of progress on the strategies/solutions described in Sections 2 and 3 in March and June 2006. The mandatory overtime subcommittee will present a status report to the Labor Management Committee (LMC) at the July 2006 meeting. LMC will have ongoing monthly responsibility for monitoring, assessing, and, if necessary, revising the foregoing strategies/solutions.~~

~~QMC agrees to devote sufficient time and resources to timely implement the strategies/solutions described in Sections 2 and 3 so that the practice of mandatory overtime may be eliminated by January 2007. In the event QMC and HNA agree that sufficient progress has not been made, the January 2007 date may be extended. Consent to an extension request may not be unreasonably withheld by the non-requesting party.~~

~~Upon elimination of the practice of mandatory overtime by January 2007, or any extension date, the collective bargaining agreement will be reopened for the sole purpose of replacing Section 12.7(i)(1) with the following.~~

- ~~a) Mandatory overtime may be used only for the following unforeseen critical situations.~~
 - ~~(1) A code blue occurring at the end of a shift. Mandatory overtime will not exceed two hours past the end of the scheduled shift;~~
 - ~~(2) Completion of surgical cases in progress in the operating rooms; or~~
 - ~~(3) Federal or State declared emergencies or activation of QMC's disaster plan.~~

~~Each occurrence of mandatory overtime will be reviewed by the Labor Management Committee with appropriate follow-up if needed.~~

- ~~6) A committee will be established to evaluate QMC's current acuity system. The committee will be comprised of eight members with equal representation from QMC and HNA. Committee recommendations will be presented to the LMC by December 2006.~~

Very truly yours,
THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

Hawai'i Nurses Association
677 Ala Moana Blvd., Suite 301
Honolulu, HI 96813

The Union agrees to not use QMC's email system to communicate with its members.

Very truly yours,
THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

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

3. It is not the intent of the Employer to assign supervisory duties to the Charge Nurse position. The primary duties and responsibilities of the Charge Nurse are stated in the Charge Nurse job description. Employees, who are selected for regular Charge Nurse positions which are posted in accordance with Section 24.4 Promotions, Transfers, and New Positions, shall have the Charge Nurse differential included as part of their regular straight time rate and shall receive this differential for all hours paid as long as they remain in these positions.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

March 8, 2006

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

Any regular part time employee who is eligible for benefits, but who elects to waive such benefits (except The Queens Health Systems Pension Plan or the Queens Health Systems Retirement Savings Plan) shall receive an additional two dollars and fifty cents (\$2.50) per hour worked. Such waiver shall remain in effect unless there is a qualifying event. Should the qualifying event option be exercised, the above two dollars and fifty cents (\$2.50) per hour shall cease.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

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

The parties agree that the nurses who had the status of Regular Part-Time Employees (Quarterly) at the time of expiration of the immediately prior collective bargaining agreement between the parties, shall be grandfathered into and be given the status of Regular Part-Time Employees under Section 3.4 of the collective bargaining agreement of even date.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

LETTER OF AGREEMENT

December 1, 2008

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

The parties agree that the nurses employed in the Employer's IV Therapy department shall be covered by the collective bargaining agreement between the parties of even date (CBA) except that, within the next 30 days, such nurses shall each be given a one time option to be covered by the benefit package described in the CBA or be covered by the non-bargaining employee benefit package provided to such nurses immediately prior to being covered by the CBA.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

By _____

Agreed:

HAWAI'I NURSES' ASSOCIATION

By _____

36. Ratification Bonus of \$200 if ratified by 12/5/08

37. Flyers are to be considered agency nurses per the contract. There will be a maximum of 20 at any one time and should be assigned to the off shift. The maximum number may be extended by mutual agreement due to unforeseen circumstances. Delete the A-3 schedule.

The above agreement is subject to ratification by the Company and the Union. Both the Company and Union agree to unanimously recommend this settlement to their respective constituents.

November 24, 2008

THE QUEEN'S MEDICAL CENTER

HAWAII NURSES' ASSOCIATION
