

Employer Last, Best & Final Offer for Ratification

This is the Employer's Last, Best & Final Offer on all outstanding issues. Tentative Agreements are included in this proposal but are not included in this document. All other proposals not addressed in this offer are hereby rejected.

Section 12 COMPENSATION.

12.2 Shift Differentials

(a) **An employee working the "evening" shift shall receive a** ~~The evening shift differential of shall be two dollars (\$2.00)~~ **\$2.50** per hour for all hours worked within the shift. ~~Effective July 1, 2023, the evening shift differential shall increase to two dollars and fifty cents (\$2.50) per hour for all hours worked within the shift.~~ An evening shift is defined as any shift that begins at or after 12:00 noon but before 10:30 p.m.

(b) **An employee** working the "night" shift shall receive a shift differential of **\$5.75** ~~five dollars and fifty cents (\$5.50)~~ 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. ~~Effective July 1, 2023, the night shift differential shall be increased to five dollars and seventy five cents (\$5.75) per hour for all hours worked within the shift.~~

(c) **An employee** ~~Registered Nurses who are assigned by Management as a Preceptor for nurses hired into a New Grad or New to Specialty position shall be paid~~ **receive a Preceptor** differential of \$2.00 per hour for ~~any~~ hours worked as a preceptor.

~~Registered Nurses~~ **An employee** performing orientation for new permanent or temporary QMC employees experienced in identified specialty areas (not requiring Nurse Residency Program (New Grad) or New to Specialty programs), students and volunteers will not qualify for the preceptor differential.

(d) **An employee assigned as Charge Nurse** ~~Employees who are assigned to regular charge nurse positions shall receive~~ **the Charge Nurse** differential of **\$5.00** dollars per hour ~~three(3) dollars and shall receive this differential for all hours worked as long as they remain regular charge nurses;~~ **in accordance with Section XX Charge Nurse.**

(e) **An employee** ~~The Queen's Medical Center (QMC) and the Hawaii Nurses' Association (HNA) agree to implement an ECMO differential of \$3.00 per hour payable to qualified Registered Nurses who are assigned by Management to perform ECMO (e.g., pump) care~~ **shall receive an ECMO differential of \$3.00 per hour.** ~~Registered Nurses assigned to perform these duties will be paid the differential for time spent performing ECMO duties only.~~

It is understood and agreed that the Registered **A nurse** assigned to perform ECMO duties will not be the primary, direct-patient care provider. The ECMO patient will have an assigned primary nurse in addition to the Registered Nurse assigned to perform ECMO (e.g. pump) care.

(g) **An employee** ~~Employees who obtains an initial certification or a re-certification and maintains such certification which is recognized by The American Nurses Credentialing Center~~

The Employer reserves the right to change, delete, or add to its proposals at any time during negotiations. In addition, there will be no final, binding agreement between the parties until agreement is reached with respect to all outstanding issues.

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(exceptions may be granted by the Chief Nursing Officer), will be paid **a certification differential of \$1.25 per hour** ~~a bonus of \$500 in the first pay period of the next quarter.~~ **Employees** must have passed probation and present a copy of their ~~completed, approved~~ **proof of certification, to their manager,** in their area of specialty with a current expiration date. An **employee** with multiple certifications shall **only** be eligible for only one (1) certification **differential.** ~~bonus. Effective July 1, 2024, the certification bonus as described above will be eliminated and replaced with a certification bonus differential shall be of \$1.25 per hour. Such differential shall be paid to employees regardless of the number of certifications an employee may have.~~

- Differentials will be brought into Section 12.2 and deleted from relevant LOAs

The Employer reserves the right to change, delete, or add to its proposals at any time during negotiations. In addition, there will be no final, binding agreement between the parties until agreement is reached with respect to all outstanding issues.

Section 12 COMPENSATION.

12.5 On-Call Pay

(a) If an employee is placed "on-call," the employee shall be paid ~~seven dollars (\$7.00)~~ **nine dollars (\$9.00)** for each hour on on-call duty which shall not include time when the employee is recalled to work. On-call time not worked shall not be considered as time worked in determining regular pay, or for overtime or premium purposes. ~~Effective July 1, 2022, on-call pay shall increase to seven dollars and fifty cents (\$7.50) for each hour on on-call duty. Effective July 1, 2023, on-call pay shall increase to eight dollars (\$8.00) for each hour on on-call duty.~~

* * *

(f) Stand-by Pay (On-Call in Lieu of Scheduled Shift). If an employee is placed on stand-by by the Employer due to low need, the employee shall be paid **nine dollars (\$9.00)** ~~seven dollars (\$7.00)~~ for each hour on stand-by, which shall ~~not~~ include time when the employee is recalled to work. ~~Effective July 1, 2022, stand-by pay shall increase to seven dollars and fifty cents (\$7.50) for each hour on stand-by duty. Effective July 1, 2023, stand-by pay shall increase to eight dollars (\$8.00) for each hour on stand-by duty.~~ If the employee is called to work during the stand-by period, the employee shall be guaranteed a minimum of two (2) hours of work or pay for each call and the rate of pay shall be at the straight time rate of pay. The employee may request to be paid accrued PTO in increments of a minimum of one (1) up to a maximum of twelve (12) hours. Such PTO shall be paid in addition to the stand-by pay paid to the employee.

Section 24. SENIORITY

24.4 Promotions, Transfers, New Positions, and Post-Maternity Leave

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

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

Section 24. SENIORITY

24.5 Transfer Out of the Bargaining Unit. In the event an employee is assigned a position outside of the bargaining unit, the employee's bargaining unit seniority will be protected for a period of **six (6) months** ~~one (1) year~~. In the event the employee is transferred back into the bargaining unit or the employee elects to transfer back into the bargaining unit during the **six (6) month** ~~one (1) year~~ period, such employee shall be reinstated in the bargaining unit without loss of bargaining unit seniority (the employee shall retain all seniority earned prior to the transfer but shall not accumulate seniority for the period of time spent outside the bargaining unit). After the **six (6) month** ~~one (1) year~~ period if the employee transfers back into the bargaining unit, the employee shall be treated as a new hire for the purpose of start rates and bargaining unit seniority except that if such employee has nineteen (19) months or more experience (as defined in Exhibit "A"), the employee shall be paid at the job rate. This sub-section shall not apply to employees who transfer to call-in status.

Section 30. SHARED GOVERNANCE

30.2 Staff Nurse Representation

(a) ~~Nursing Practice~~ **Evidence-Based Nursing** Council – Staff nurses will be elected to serve on the Nursing Practice Council. Elections will be conducted each year and the term of office will be as stated in the Council Charter.

(b) Unit-**Based Practice** Council – An election shall be held on a yearly basis to determine membership on each Unit Council. An elected member shall serve for a period of one (1) year. If there are no other parties interested in serving on the Unit Council at the expiration of a member's term, the Unit Council will fill the vacancy.

(c) The Union may **recommend to the Employer for approval** ~~designate~~ one ex-officio member (non-Medical Center employee) ~~for each~~ **to attend** Organizational Council **meetings as an observer who may** ~~. Ex-officio members are encouraged to regularly attend meetings and to~~ participate in discussions, but **will** have no vote.

(d) A Union representative may attend Unit Council meetings at the request of the Council **and with advance notice to Human Resources.**

Section 32. REGISTERED NURSE STAFFING

32.1 Staffing. The Employer shall have a system for determining and measuring the effectiveness of nurse staffing. The Employer will utilize the existing staffing guidelines of the American Nurses Association, as published in the 2012 2022 ANA "Principles for Nurse Staffing," AWHONN, ASPAN and AORN.

The patient acuity System shall provide for the method of identifying patient needs for nursing care, the method of classifying patients according to acuity of illness, participation of staff in the assessment of patients' daily needs for nursing care and the basis upon which nursing personnel are assigned to meet the needs of patients.

Staffing and skill mix will be determined on each unit using acuity and census. However, staffing and skill mix may be adjusted by the charge nurse based on:

- (a) Patient care related issues or activities (e.g. Acuity, Behavioral issues and PPE requirements).**
- (b) Staff related issues (e.g. Experience level, orientation).**
- (c) Organization related (e.g. geography, unit size, and available technology).**

Each unit will have a process for reporting short staffing periods, and have a staffing variance tracking tool to document adjustments on a shift by shift basis.

32.2 There shall be a mutually agreed upon system for determining effectiveness of nurse staffing. The System to measure the effectiveness of nurse staffing shall include the tracking of the eighteen(18) National Database of Nursing Quality Indicators® (NDNQI®) nursing-sensitive quality measures.

32.3 The schedule when posted will support no less than average annual census taking into account quarterly trends. In the event multiple schedules are posted that do not comply with the preceding sentence, such situations will be referred to the Labor-Management RN Staffing Committee for problem solving and resolution. In the event additional unit staff is required, the following resources will be utilized in the following order.

- (a) Stand-by (On-call in lieu of scheduled shift).**
 - (b) Float pool.**
 - (c) Call in.**
 - (d) On call in excess of scheduled shift.**
 - (e) Local-agency Agency nurses.**
- (1) Staff nurses will be afforded paid time to complete required competencies.**
 - (2) Every effort will be made to afford preceptor and preceptee consistency with scheduling.**
 - (3) In the event of an anticipated extended leave of absence, expected to exceed thirty days, contract nurses may be utilized.**

32.4 Registered Nurse (RN) Staffing Committee. The Employer and Union agree to utilize the Registered Nurse (RN) Staffing Committee to evaluate the current staffing system, develop recommendations for any future staffing system, and evaluate the effectiveness of such systems, to ensure incorporation of the ANA Principles for Nurse Staffing, at every step. The Employer will work with the RN Staffing Committee on staffing models that address workload and acuity. The Employer agrees to provide members of the RN Staffing Committee with quality indicator data on a quarterly basis for discussion and resolution of negative trends. Annual review of staffing will occur at Labor Management Committee when the budget planning process is initiated. The RN Staffing Committee shall not be empowered to change any terms and conditions of this Agreement or any other matter affecting the employment relationship between the Employer and any employee.

The RN Staffing Committee will be composed of an equal number of staff nurses (who shall be appointed by the union), and nurse leaders including the Chief Nursing Executive (CNE) and one(1) Union representative. Staffing committee membership will be composed of staff nurses from each department type (Med/Surg/Tele, Critical Care, Periop, ED, Behavioral Health, Maternal/Child) for a total of 10 staff nurses. This includes a nurse and management member from both campuses.

The Chief Operating Officer (COO) will consider recommendations for implementation from the RN Staffing Committee and make determinations regarding such recommendations within a reasonable period of time. If the COO rejects the recommendation, the COO will provide feedback to the RN Staffing Committee explaining the rationale for the decision, and the most recent staffing matrix and guidelines will remain in effect to allow the RN Staffing Committee and the COO the opportunity to further discuss the RN Staffing Committee's recommendations.

32.5 Meeting Schedule. The RN Staffing Committee will meet monthly unless waived by a majority of the members of the Committee. Additional meetings may be held with the agreement of a majority of the Committee. Bargaining unit employees who serve on the Committee will be paid their straight time hourly rate for those hours spent at committee meetings. The Employer or the Union may, if mutually agreed, invite a person having specialized knowledge or expertise not available on the Committee who can assist in presentation of views related to the matter under discussion. Each party shall designate one (1) member of the Committee to act as a co-chairperson. The co-chairs shall be responsible for distributing the meeting agenda at least seventy-two (72) hours before the meeting. Each party shall designate one (1) member to act as Secretary of the Committee for alternating three (3) month periods. The Committee will establish meeting times and procedures. Minutes will be distributed to all Committee members, the Chief Nurse Executive, and the Union, and will be made available in to all nurses.

32.6 RN Staffing Committee Procedure for reviewing Concern for Safe Staffing Forms:

The RN Staffing Committee shall review and address all concerns for safe staffing utilizing the following procedure:

(a) Employees must inform their Nurse Manager, House Supervisor or their designee of the Safe Staffing concern as soon as possible so that it can be addressed in real time.

(b) Upon completion of paragraph (a), a copy of a Concern for Safe Staffing forms completed by the employee is to be sent to the Union and the appropriate nurse manager within three (3) working days of the incident. All communications concerning Concern for Safe Staffing

Forms shall be done in a HIPAA compliant manner that does not compromise the confidentiality or security of any Protected Health Information.

(c) Any employee who submits a staffing concern form will receive a written response from the appropriate unit manager within five (5) working days.

(d) Upon receipt, the forms will be reviewed by the Chief Steward or the Union or the Union's designated employee representative(s) to identify units that may be having staffing problems.

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

(f) If the Committee cannot reach consensus regarding any recommendations, the Union reserves the right to submit recommendations directly to the CNE for review. The CNE will respond within a mutually agreed upon timeframe.

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

Section 38. DURATION OF AGREEMENT

38.1 This Agreement shall remain in full force and effect from **[Date of ratification]**, to and including **[three years from date of ratification]**. It shall be deemed renewed thereafter from year to year unless either party gives written notice to the other party of its desire to amend or terminate the same. Such written notice shall be given at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days prior to the last day of its original term or the last day of any yearly extended term, as the case may be.

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.

EXHIBIT "A"

I. WAGES

Applies to all RN's on Employer's payroll.

Effective
First pay period after Ratification

5.0%

Effective
First full pay period in year 2 of the CBA

4.0%

Effective
First full pay period in year 3 of the CBA

4.0%

Charge Nurse - \$5.00/hr.

On-Call Pay - \$9.00/hr.

Stand-by Pay (On-call in lieu of scheduled shift) - \$9.00/hr.

Add Longevity Proposal (Non-compounding)

3-year Longevity Rate - \$1.25/hr.

5-year Longevity Rate - \$2.25/hr.

10-year Longevity Rate - \$3.25/hr.

15-year Longevity Rate - \$4.25/hr.

ADDENDUM I – AGENCY NURSES

- A. The parties agree that to provide the most desirable level of nursing care, a stable working staff is the mutual goal. Additionally, this should facilitate providing care to patients at an economical cost and provide the necessary balance in assignment of shifts.
- B. The Employer's policy shall be not to use agency nurses except in situations where no other reasonable means of providing necessary staffing are available.
- C. Agency nurses shall be used only as a supplement to and not in lieu of Employer registered nursing staff. **Agency nurses may be hired to temporarily fill posted, vacant full-time or part-time positions.** Prior to utilizing an agency nurse, the Employer shall attempt to cover a shift or partial shift with its own nursing staff, ~~even if such staffing creates an overtime requirement.~~ It is understood, however, that the Employer may choose not to assign overtime work to a covered employee, ~~when that overtime work will result in double time premiums or when in the opinion of the Employer it will result in excessive work hours for a particular employee.~~
- D. Subsection 4.1, Membership, of the collective bargaining Agreement shall be applicable to all local agency nurses after thirty (30) days of contracted employment with the Employer and to all Travel "Flyer" Agency Nurses after eight (8) months of contracted employment with the Employer for medical/surgical units and eleven (11) months of contracted employment with the Employer for specialty units.
- E. Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. Before assigning overtime, the Employer shall offer overtime work first to who are on such sign-up list.
- F. An agency nurse shall be required to be qualified and have adequate advance orientation to the unit assigned.
- G. The Employer shall make every attempt to insure that there will not be increased assignment of any of its nursing staff to night, evening, holiday or weekend duty as a result of the use of agency nursing personnel.
- H. The Employer agrees not to float covered employees (except for regular float personnel) out of their regularly assigned unit while an agency nurse is scheduled to work on the covered employee's regularly assigned unit.
- I. The Employer agrees that to the extent that the operations permit, and in accordance with the provisions of Section 24.4, Promotions, Transfers, New Positions, and Post-Maternity Leave, covered employees shall have first preference to fill any permanent vacancies prior to those vacancies being filled by agency personnel.
- J. The Employer upon request of the Union will furnish information with respect to the number of day, relief, night, evening, holiday and weekend shifts worked by agency nurses but not more often than once per calendar quarter.

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- K. In the event the Employer does not utilize agency nurses in accordance with the terms of this Letter of Agreement, the Union may grieve under the provisions of Section 29, Grievance Procedure, of the collective bargaining agreement.
- L. The Employer will not hire staff nurses that are independent contractors.
- M. Travel "Flyer" Agency Nurses are to be considered agency nurses per the contract. The maximum number of flyers shall be thirty (30) at any one time. The maximum number may be extended at any time **by mutual agreement of the parties or** as approved by an equal quorum of the ~~Punchbowl~~ Labor Management Committee members. Flyer Agency Nurses hired in a nursing unit to cover new graduate/new to specialty orientation, **maternity/paternity leave, FMLA/medical leave, or other leaves of absence** shall not count toward the above maximum ~~for the time the entry level nurse is on orientation.~~

The Employer reserves the right to change, delete, or add to its proposals at any time during negotiations. In addition, there will be no final, binding agreement between the parties until agreement is reached with respect to all outstanding issues.

LETTER OF AGREEMENT #[X]

July 1, 2024

Hawaii Nurses' Association
1600 Ala Moana Blvd., Suite 100
Honolulu, Hawaii 96815

The Queen's Medical Center (QMC) and the Hawai'i Nurses' Association (the Union) desire to ensure appropriate staffing so nurses can provide quality, safe patient care and experience a healthy and rewarding work-life balance. Consequently, and in conjunction with the collective bargaining agreement being executed simultaneously with this Letter of Agreement (Agreement), the following is understood and agreed:

1. QMC will approve and post all vacancies for its unit assigned (PAR level) positions as such positions become vacant.
2. Within six (6) months after ratification QMC will hire (30) FTE nurses to be allocated as needed to individual units.

If, despite demonstrated good-faith efforts, QMC is unable to achieve any of the staffing commitments set forth in this Agreement for a period of thirty (30) days, the Parties will meet and work together to identify approaches for remedying the staffing deficiency. Nothing in this Agreement shall be subject to the grievance and arbitration procedure in Section 29 of the Parties' collective bargaining agreement.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

Agreed:

HAWAI'I NURSES' ASSOCIATION

LETTER OF AGREEMENT #[X]

(b) Float

1) In accordance with Section 24.3, employees may be assigned to float between like units and provided assignments consistent with their qualifications, competence, and training as follows: ICU-ICU; MS/Tele-MS/Tele; Peri-Op-Peri-Op; Kekela-FTC; Imaging-Imaging. Employees may voluntarily float consistent with their qualifications, competence, and training.

2) When an employee is floated to a unit or area where the employee receives an assignment that she/he believes he/she cannot safely perform independently, the employee shall notify the appropriate supervisor so that an assessment and a determination can be made whether a modified assignment is appropriate.

3) It is the intent of the Employer to ensure that each staff member prior to floating in and acceptance of patient care assignment will receive orientation to include necessary criteria to provide minimal care, such as: (a) emergency procedures, (b) physical layout, (c) charting, and (d) completion of the basic skills checklist.

4) 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.)

5) Employees who float under paragraph (b)(1), above, and float pool employees who float to more than one unit per shift or to HPM, shall receive a float differential of three dollars (\$3.00) per hour.

STAFFING LETTER OF AGREEMENT #[X]

[Not to be included in the Collective Bargaining Agreement]

_____, 2024

Hawaii Nurses' Association
1600 Ala Moana Blvd., Suite 100
Honolulu, Hawaii 96815

The Queen's Medical Center (QMC or Employer) and the Hawai'i Nurses' Association (the Union) (collectively the Parties) desire appropriate nurse staffing to achieve quality patient care and a healthy and rewarding work-life balance for nurses. As informed by the American Nurses Association (ANA) nurse staffing standards, this Letter of Agreement (Agreement) includes the key elements of an acuity and data driven approach to nurse staffing at QMC. Consequently, and in conjunction with the collective bargaining agreement being executed simultaneously with this Agreement, the following is understood and agreed:

1. RN Staffing Matrix and Guidelines

Attached as Attachment 1 to this Agreement are the initial staffing matrix and guidelines agreed to by the Parties. The RN Staffing Committee shall periodically review the effectiveness of staffing levels set forth in the staffing matrix and guidelines and shall submit written proposals for any recommended changes to the Chief Operating Officer (COO) or their designee for review.

2. Staffing Matrix and Guidelines Compliance

The Employer shall meet the staffing matrix and guidelines set forth in Attachment 1. If a unit is unable to meet the staffing guidelines set forth in Attachment 1, in the absence of an emergency or when EMTALA applies, unit census may be capped by the Employer.

Effective thirty (30) days following the implementation of this Agreement, and on a monthly basis thereafter, the RN Staffing Committee will review the staffing metrics of each unit. Staffing of each unit shall be measured at the start of each shift to determine if the unit is appropriately staffed. If the RN Staffing Committee's review determines that a unit was not staffed according to the guidelines set forth in Attachment 1 for any month, the unit manager or designee will submit a plan to the RN Staffing Committee to remedy the staffing deficiency within thirty (30) days. The RN Staffing Committee will expeditiously review and provide any recommendations concerning the unit's remedial staffing plan.

A unit will not be considered non-compliant if:

- 1. There were unforeseeable circumstances preventing compliance; or**
- 2. The Employer made reasonable efforts to retain or obtain staff for the unit; or**
- 3. The staffing shortage was caused by sick calls or unexpected absences.**

The Employer reserves the right to change, delete, or add to its proposals at any time during negotiations. In addition, there will be no final, binding agreement between the parties until agreement is reached with respect to all outstanding issues.

Reasonable effort means the Employer undertakes the following actions but is unable to obtain additional staffing:

1. **Stand-by nurses (on-call in lieu of scheduled shift);**
2. **Float pool nurses;**
3. **Call-in nurses;**
4. **Volunteers to work excess of scheduled shift; and**
5. **Agency nurses where practical.**

If a nurse's patient assignment exceeds the staffing matrix and/or guidelines, the nurse may not refuse to provide care to any patient.

3. Dispute Resolution

In the event of consistent unit non-compliance, the Parties may utilize FMCS mediation as outlined in Section 29.2(m) prior to arbitration. The mediated session will occur not later than fourteen (14) days after either party serves notice to the other subject to the availability of the mediator. The Parties agree to make every reasonable effort to resolve any dispute concerning alleged consistent staffing non-compliance prior to engaging an FMCS mediator.

If the Parties are unable to resolve a dispute concerning consistent staffing non-compliance through FMCS mediation, the Union may file a grievance pursuant to Section 29 of the Parties' collective bargaining agreement. Such grievances will be filed at Step 3 of the grievance process and processed pursuant to Section 29 of the Parties' collective bargaining agreement. In any arbitration concerning an allegation of consistent staffing non-compliance, the arbitrator's remedial authority shall be limited to issuing a "cease and desist" order and the arbitrator shall have no authority to issue any financial remedy or any other make whole remedy.

If the State of Hawaii enacts legislation mandating that the Employer maintain Nurse-Patient staffing ratios, the Parties agree that this Letter of Agreement including Attachment 1 shall be suspended upon the effective date of the legislation to allow the parties to negotiate over the effects of the legislation.

This Agreement including Attachment 1 shall become effective six (6) months after the date of ratification.

Very truly yours,

THE QUEEN'S MEDICAL CENTER

Agreed:

HAWAI'I NURSES' ASSOCIATION

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Attachment 1

The following staffing goals are the number of patients a nurse should be assigned. Adjustments to patient assignments shall be made by the Charge Nurse subject to patient acuity, patient mix (including patient downgrades), census, and Section 32 of the Collective Bargaining Agreement.

Only staff providing direct patient care will be counted in determining staffing levels. Charge Nurses may have reduced or no patient assignments. In units that currently do not assign patients to a Charge Nurse, that practice shall continue.

<u>Unit/Patient Type</u>	<u>Shift</u>	<u>Matrix Goals</u>
<u>OR</u>	<u>All</u>	<u>AORN staffing guidelines</u>
<u>Pre & Post Operative Areas</u>	<u>All</u>	<u>ASPAN staffing guidelines</u>
<u>L & D</u>	<u>All</u>	<u>AWHONN staffing guidelines</u>
<u>Antepartum</u>	<u>All</u>	<u>AWHONN staffing guidelines</u>
<u>Nursery</u>	<u>All</u>	<u>AWHONN staffing guidelines</u>
<u>Postpartum couplet</u>	<u>All</u>	<u>AWHONN staffing guidelines</u>
<u>Moderate RN Sedation</u>	<u>All</u>	<u>1:1</u>
<u>Critical Care</u>	<u>All</u>	<u>1:2</u>
<u>Pediatrics</u>	<u>All</u>	<u>1:4</u>
<u>**Manamana ED</u>	<u>All</u>	<u>ED RN Daily Staffing Pars</u> <u>0700 – 14</u> <u>0900 – 15</u> <u>1100 – 21</u> <u>1500 – 22</u> <u>1900 – 22</u> <u>2100 – 21</u> <u>2300 – 17</u> <u>0300 – 14</u>
<u>**West ED</u>	<u>All</u>	<u>ED RN Daily Staffing Pars</u> <u>0700 – 12</u> <u>0900 – 12</u> <u>1100 – 14</u> <u>1500 – 16</u> <u>1900 – 16</u> <u>2100 – 16</u> <u>2300 – 14</u> <u>0300 – 12</u>
<u>MS</u>	<u>All</u>	<u>1:5</u>
<u>TELE</u>	<u>All</u>	<u>1:4</u>

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<u>Psych</u>	<u>All</u>	<u>1:6</u>
<u>FTC</u>	<u>All</u>	<u>1:6</u>
<u>HD</u>	<u>All</u>	<u>1:2</u>
<u>Oncology-Chemo</u>	<u>All</u>	<u>1:4</u>
<u>HPM</u>	<u>All</u>	<u>1:6</u>

****In the event that the ED at Manamana and/or West is expanded and the number of beds is increased, the RN Staffing Committee will make recommendations to adjust the staffing pars.**

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