

**LABOR AGREEMENT**  
**by and between**  
**ADVANCEMED HANFORD/CSC**  
**and**  
**UNITED STAFF NURSES UNION, LOCAL 141 UFCW**

**October 1, 2010 – September 30, 2014**

This Agreement is made and entered into by and between AdvanceMed Hanford/CSC (hereinafter referred to as the “Employer”) and the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

**ARTICLE 1 – RECOGNITION**

1.1 In accordance with National Labor Relations Board Certification 19-RC-12175 dated June 12, 1990, the Employer recognizes the Union as the designated representative for the purpose of collective bargaining with respect to wages, hours and working conditions of all occupational health nurses, inservice coordinator nurse, and nursing Q.A. & control specialist, excluding all guards and supervisors as defined in the Act, and all other employees.

**ARTICLE 2 – INDIVIDUAL AGREEMENTS, SCOPE AND MANAGEMENT RIGHTS**

2.1 The Employer agrees that no employee shall be compelled or allowed to enter into any agreement individually or collectively, verbally or in writing, which in any way conflicts with the terms and provisions of this Agreement.

2.2 This Agreement supersedes and voids all previous oral and written understandings. Any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and the Union.

2.3 During the term of this Agreement and any extensions thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

2.4 Except as limited by a specific provision of this Agreement, the Employer reserves and retains the sole and exclusive right to manage, direct, control, operate and/or regulate its business and its work force as such rights existed prior to the execution of this Agreement, including, but not limited to, the right to determine the work to be performed and its location as well as the methods, processes and means of providing services, to determine staffing levels and standards of performance, to schedule work and time off as it sees fit, and to hire, promote, demote, transfer, assign, reclassify, and for just cause to discipline and discharge employees. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer may determine from time to time.

2.5 The Union recognizes that the Employer is a contractor to the Federal Government and that the Employer is required at all times to fully meet its obligations as a contractor. The Union further recognizes that from time to time the Government may impose legal and/or lawful demands or obligations upon the Employer and that the Employer and its employees must meet such demands or obligations or comply with such rules and regulations as may be promulgated or imposed by the Government. It is further understood that if a security clearance is

required in order to perform work in job classifications covered by this Agreement, such security clearance shall be a condition of continued employment with the Employer.

2.6 During the life of this Agreement, no work stoppage, strike, slowdown or picketing shall be called or sanctioned by the Union, and no lockout shall be made by the Employer. Any employee actively involved in a work stoppage, strike, slowdown or picketing in violation of this provision shall be subject to disciplinary action, including discharge. The Union shall take prompt and reasonable steps to stop such violation. This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other public activity engaged in by a labor organization other than USNU Local 141, so long as the employee is off work and on their own time.

2.7 All employees, in addition to being governed by this Agreement, shall be subject to the human resources policies, operating policies and procedures established by the Employer and any subsequent policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. Grievances involving the interpretation or application of the Employer's human resources policies or operating policies and procedures are not subject to the arbitration provisions in Article 25 of this Agreement unless the policy is modified by the language of this Agreement.

2.8 When requested by the Union, the Employer will meet with the Union and employees regarding reasonable concerns.

### ARTICLE 3 - SUCCESSORS, ASSIGNEES, LESSEES

3.1 This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, lease, assignment, transfer, receivership, or bankruptcy proceeding, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life hereof.

3.2 It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement.

### ARTICLE 4 - MINIMUMS CLAUSE

4.1 The wages, hours, and working conditions established in this contract will be the minimum allowed. The Employer may place superior wages, hours, or working conditions into effect upon notification to the Union without bargaining with the Union and with the employee's consent. Upon implementing such superior terms, the Employer will state the intended duration of such terms.

### ARTICLE 5 - BARGAINING UNIT WORK JURISDICTION

5.1 Non-bargaining unit employees in job classifications not covered by this Agreement shall not normally perform work typically performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experiments, or training of employees from other locations, to instruct employees properly or to maintain proficiency. The term "Emergency" is defined to mean an unforeseen combination of circumstances. This Article shall not be construed to prevent employee positions outside the bargaining unit from performing work normally done by those positions within their regular duties as historically performed.

## ARTICLE 6 - SENIORITY

6.1 The Employer agrees to recognize the seniority of each individual employed under the terms of this Agreement, and the seniority shall be under the jurisdiction of Local 141. Seniority includes the whole span of continuous service with the present contractor or successor, wherever employed and with the predecessor contractor in the performance of similar work at the same Federal facility.

6.2 Employees shall not attain seniority until ninety (90) days after starting employment, but after said ninety (90) days, seniority shall revert to date of hire, as defined in 6.1. The seniority date of an employee who is placed into the bargaining unit shall be his benefit date. Seniority of persons hired on the same date shall be determined by the employee's birthday. The employee whose month and date of birth is closest to January 1, within the calendar year, shall have the greatest seniority. If an employee is returned to work after an approved leave of absence or in accordance with Article 23.2, Leaves of Absence, or layoff of six (6) months or less, or for the entire period of leave, the seniority of such employee shall not be broken by such leave of absence or layoff. Seniority shall accrue while the employee is on such approved leave of absence or layoff. It is understood that federal contracting rules shall supersede.

6.3 The Employer and the Union agree that seniority shall govern in layoffs (last hired, first laid off), reduction of hours, holiday work, Sunday work, vacation choices, and availability of hours, including overtime hours available, provided qualifications and ability are equal.

6.4 In case of recall the most senior employee laid off shall be the first reinstated, provided qualifications and ability are equal. A layoff time shall be credited as accumulated service to the employee affected if six (6) months or less in accordance with Paragraph 6.2 above.

6.5 Recall after layoff shall be achieved by notice directed by certified or registered mail to the employee's last known address as furnished by him to the Employer. Employees must notify the Employer within seventy-two (72) hours, or such longer period as may be specified by the Employer, after having received such notice or the employee will lose seniority.

6.6 Claims respecting seniority shall be processed under the grievance and arbitration provisions hereof.

6.7 Loss of seniority: No employee shall suffer loss of seniority unless he or she:

1. Is discharged for just cause;
2. Resigns or voluntarily quits;
3. Is absent from work for more than six (6) consecutive months due to layoff;
4. Fails to return to work upon completion of a leave of absence as defined in Article 23.2;
5. Fails to report for work when recalled from layoff.
6. Is absent for three consecutive work days without properly notifying the Company.

## ARTICLE 7 - POLYGRAPH AND OTHER TESTS

7.1 The Employer agrees that it will not require any employee or prospective employee to take a polygraph (lie detector), voice stress, or any other similar test as a condition of employment or continued employment, provided these tests are not required by the Government.

7.2 The parties agree to the application of CSC Human Resources Management Policies 222, 222.1, 222.2 and 222.3 regarding drug abuse and drug testing.

## ARTICLE 8 - BULLETIN BOARD

8.1 The Employer agrees to provide sufficient space on the break room bulletin board for the posting of official Union notices provided that such boards are in compliance with the Richland facilities' regulations. Such notices shall contain only matters of official Union business.

## ARTICLE 9 - JOB BIDDING AND POSTING

9.1 Vacancies and new position openings: A vacancy shall be defined as any position expected to exceed six months' duration. The existence of any vacancy or new position within the bargaining unit shall be posted on bulletin boards in employee work areas. The posting will contain information as to job classification, requirements, qualifications, job descriptions, department in which job is located, shift and pay rate, a copy of which will be submitted to the Union. The notice shall be posted for ten (10) working days exclusive of the day of posting.

### 9.2 Applications:

A. The Employer will fill vacancies based on qualifications, merit and capabilities. When qualifications, merit and capabilities are substantially equal, seniority shall be the determining factor. Decisions involving qualifications, merit and capabilities shall be based upon objective criteria and the job description.

B. Failure to qualify for job: An employee who fails to have the ability to perform a job obtained through job posting, or who desires to return to his previous position during a ninety (90) working day period, shall return to his former job classification and rate of pay. It is understood that employees will be trained during the ninety (90) working day period.

## ARTICLE 10 - NO DISCRIMINATION

10.1 The Employer and Union shall not discriminate against any employee or applicant because of Union activity or membership status or lack thereof.

10.2 The Employer and the Union agree that each will not discriminate against any employee because of such person's race, marital status, religion, color, national origin, sex, sexual orientation, citizenship, being over the age of forty, U.S. Veteran status or disability.

10.3 When the gender term "he" or "she" is used within this Agreement, it is for explanatory purposes only and does not refer to the actual sex of any person.

## ARTICLE 11 – UNION MEMBERSHIP AND REPRESENTATION

11.1 Union Membership. All bargaining unit employees who are or become members of the Union during the term of this Agreement shall maintain their membership in good standing for the duration of this Agreement.

11.2 Bargaining Unit List. The Employer will provide the Union with a list of new hires and terminations, as applicable.

11.3 Access to Premises. Duly authorized representatives of the Union shall have the right to contact employees during the normal work hours as long as such contacts shall not interfere with the duties of the

employees. Union Representatives will be allowed to visit employees while they are on the job for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement or insuring the terms and conditions of the Agreement are being complied with. Prior approval must be obtained from the Site Manager or his designee and such visits shall not interfere with production of work being performed. Such approval shall not be unreasonably withheld. If it desires, the Employer may have a representative accompany the Union Representative while he is visiting its operations recognizing that the Union Representative is entitled to private conferences with any represented employee.

11.4 Bargaining Unit Representatives. The Union shall select a representative from the bargaining unit to function as Bargaining Unit Representative. The Union shall notify the Employer in writing of the individual so selected in this capacity. Unless otherwise agreed to by the Employer, the investigation of grievances and other Employer-Union business shall not interfere with the work of any employee.

11.5 Contract. The Employer shall distribute a copy of this Agreement to all newly hired bargaining unit employees. The costs of printing the Agreement shall be borne by the Union. The Union will furnish the Employer with copies of the Agreement so the Employer can provide these copies to newly-hired employees. The Union is responsible for distributing a copy of the Agreement to all present employees.

## ARTICLE 12 - PAYDAYS

12.1 Paydays shall be biweekly Fridays, via electronic funds transfer.

## ARTICLE 13 - TIME RECORDS

13.1 The Employer agrees to keep records of time worked by all employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that act actually applies to the Employer.

13.2 Upon request, the Employer shall permit the Union to examine the payroll records of the employees in the bargaining unit at reasonable times during the regular scheduled working hours.

## ARTICLE 14 - FREE WORK PROHIBITION

14.1 It is intended that there shall be no "free" or "time-off-the-clock" work practices under this Agreement.

## ARTICLE 15 - CALL-IN HOURS AND ADDITIONAL HOURS

15.1 Call-in hours are defined as replacement hours occasioned by the absence of an employee and/or additional work. The Employer will make a reasonable effort to call in employees in accordance with seniority (most senior employee first), clearance, and ability.

## ARTICLE 16 - RECORD OF EMPLOYMENT

16.1 When the employment of an employee is terminated, the Employer shall give the employee a statement as soon as possible, not to exceed twenty-five (25) calendar days from date of termination, which shall set forth the date of the employee's hire with AdvanceMed Hanford, classification, status (i.e., full time, part time) and the date of termination.

## ARTICLE 17 - STANDARDS OF CONDUCT

17.1 Employees shall be subject to CSC Human Resources Management Policy 207.

## ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union, or between the Employer and any employee, concerning the effect, interpretation, application, claim of breach or violation of this Agreement. All grievances must be brought within fourteen (14) calendar days of the date when the nurse became aware or reasonably should have been aware of the event or occurrence upon which the grievance is based.

18.2 All grievances shall be presented to the Employer or the Union, as the case may be, within the time limit previously set forth. Said grievance shall be settled in accordance with the following grievance procedure:

Step 1: The matter shall first be raised verbally by the aggrieved employee or by a representative of the Union with the manager or supervisor(s). The manager or supervisor(s) shall give his verbal answer to the grievance, either settling or not settling the grievance, within five (5) working days of its presentation. Any grievance resolved at this step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor as an interpretation of this Agreement.

Step 2: If the grievance is not settled in Step 1, the grievance shall be reduced to writing and faxed and/or emailed and/or mailed to the Employer within fourteen (14) calendar days of the Step 1 answer. The Employer shall send by fax and mail its written answer to the Union, within five (5) working days of the date of receipt. Either party may request a grievance meeting to discuss the grievance prior to the Employer issuing its grievance response.

Step 3: In the event the grievance is not settled in Step 2, then either party reserves the right and authority to submit such grievance or dispute to arbitration in the manner hereinafter provided. The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within a thirty (30) calendar day period following the Step 2 answer, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

18.3 The parties hereto agree that the time allowed to process grievances under this Article is adequate. If the Union fails to process a grievance within the time limits specified herein, the grievance is waived. By mutual agreement between the Employer and the Union, the time limits specified herein may be extended.

18.4 Grievances initiated by the Employer shall be processed in this manner, but they shall be initiated at Step 2.

18.5 The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided for herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for all grievances herein defined.

## ARTICLE 19 – ARBITRATION

19.1 In the event a grievance or dispute is submitted to arbitration, the following procedure shall be used.

Step A: The parties will first attempt to select a mutually satisfactory impartial arbitrator.

Step B: Should the parties be unable to agree upon a mutually satisfactory impartial arbitrator within ten (10) days of Step A, then the Federal Mediation and Conciliation Service shall be requested to submit to both parties the names of eleven (11) persons qualified to arbitrate.

Step C: Within ten (10) days after receiving the list, the parties will meet and determine by lot the order of elimination, and thereafter each shall alternately, in that order, eliminate one name until only one remains. The remaining person shall be accepted by both parties as the arbitrator. The parties may agree upon an arbitrator to hear any case before or after submitting to the FMCS for a panel.

19.2 The arbitrator shall render a signed decision and copies of the award shall be delivered or mailed to each of the parties. There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved covered by this Agreement, and the Employer.

19.3 The arbitrator shall not have the power or authority to add to, subtract from, or modify the terms of this Agreement.

19.4 Any expense incurred jointly through arbitration, such as the expenses and compensation of the arbitrator, the arbitration room and expenses and the fee for the FMCS list, shall be borne equally by the parties hereto. Each party shall be responsible for any additional services it requests and for compensating its own representatives and witnesses.

## ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.1 Nothing in this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day, per week or per any other period.

20.2 Work Day, Work Period. The workday shall normally consist of eight hours, excluding meal periods. The normal work period shall consist of eighty hours of work within a fourteen day period.

20.3 Alternate Work Schedules. At the Company's direction, alternate schedules may be implemented. The Union and the employees will be promptly notified of potential schedule changes as soon as practicable.

20.4. Overtime Compensation. All overtime must be properly authorized by the Employer. All time worked in excess of eight (8) hours in one day, forty (40) hours in one week, or hours worked in excess of the normal established workday on special shifts (i.e., after ten (10) hours on a four day, forty (40) hour shift), and call-in hours during the period commencing at 8:00 am and ending at 12:00 midnight shall be paid at the rate of one and one-half times the employee's straight-time hourly rate of pay. Double time will be paid for hours worked in excess of twelve in any single workday, such double time to continue for hours worked until the employee has been away from work for six consecutive hours, and call-in hours during the period commencing at 12:00 midnight and ending at 8:00 am. There shall be no pyramiding or duplication of overtime pay.

20.5 Standby Pay. The Company may assign employees to standby duty for non-work periods. Subject to prior management approval, employees may request the trading of standby duty, provided the change does not place the Company into an overtime or additional premium pay situation. The employee is responsible for finding his/her own replacement for trading standby duty after the standby schedule has been posted. Employees placed on standby status off Company premises shall be compensated at the rate of two dollars and fifty cents

(\$2.50) per hour of standby duty. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service credit or fringe benefits.

20.6 Call Back Pay. An employee who is notified by the Employer while at a location other than the Employer's premises or other work location designated by the Employer to report for work at a time other than the employee's regularly scheduled starting time shall be entitled to four (4) hours of straight time pay or compensation for the hours of actual work at the applicable overtime rate as set forth in Article 20.4, whichever is greater.

## ARTICLE 21 – WAGES

21.1 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

	10/1/2010	10/1/2011	10/1/2012	10/1/2013
Occupational Health Nurse	\$36.10	\$36.64	\$37.19	\$37.75

An employee on the active payroll on each of the effective dates above whose current wage exceeds the applicable rate will receive a lump sum payment of \$1000.00 in lieu of increase.

21.2 Compensation Increases. All increases in compensation or lump sum payments set forth in this Agreement shall become effective the first full pay period on or following the date designated.

## ARTICLE 22 – PREMIUM PAY

22.1 Shift Differential. An employee assigned to work an alternate shift (either evening or night) shall be paid a differential of \$2.50 per hour. Alternate shifts are those that begin after twelve noon and before five a.m.

## ARTICLE 23 – TIME OFF

23.1 The benefits under this Article shall be maintained as they existed on the date of execution of this Agreement and can only be changed or modified by mutual agreement, unless the change represents a benefit increase to the employees.

23.2 Leaves of Absence. Employees shall be eligible for leaves of absence in accordance with CSC Human Resources Management Policies 247 (Without Pay) and 248 (With Pay).

23.3 Vacation. Employees shall be eligible for vacation in accordance with CSC Human Resources Management Policy 244.

23.4 Holidays. Employees shall be eligible for holidays in accordance with CSC Human Resources Management Policy 245.

23.5 Sick Leave. Employees shall be eligible for sick leave in accordance with CSC Human Resources Management Policy 246.

## ARTICLE 24 – HEALTH AND OTHER INSURANCE BENEFITS

24.1 Employees shall have the option to elect coverage, including dependent coverage, under CSC's medical, dental and other insurance benefit plans. Any increases or decreases in these benefit plans regarding coverages shall be extended to bargaining unit employees to the same extent as non-bargaining unit employees. Any increases or decreases in the cost to the employee for participation in these benefit plans shall be extended to bargaining unit employees to the same extent as non-bargaining unit employees. The cost to the employee for elected coverage in these plans shall be deducted from the employee's biweekly paycheck.

## ARTICLE 25 – MATCHED ASSET PLAN

25.1 Employees shall have the option to participate in the CSC Matched Asset Plan in accordance with the MAP Plan Document.

25.2 The parties agree that nothing contained in this Agreement is intended to affect the vested and accrued right or entitlement of any registered nurse to retirement benefits under the CSC Occupational Health Services Retirement Plan (formerly named the Retirement Plan for Employees of Hanford Environmental Health Foundation).

## ARTICLE 26 - SAVINGS CLAUSE

26.1 The provisions of this Agreement are deemed to be separable to the extent that if and when an administrative body of competent jurisdiction or a court of last resort adjudges any provision of this Agreement, in its application between the Union and Employer, to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on the provision(s) so invalidated.

26.2 AdvanceMed Hanford and USNU Local 141 shall not be bound by any articles of this bargaining agreement which are in conflict with any Federal or State laws or provisions of the Government contract between AdvanceMed Hanford and the U. S. Department of Energy. Such conflict shall not affect the validity of the remaining provisions of the Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provisions are so declared to be in conflict, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on the provisions so invalidated.

26.3 The parties agree that nothing contained in this Agreement is intended to affect the right or entitlement of any registered nurse to any benefits which they are now or in the future may be eligible for as a result of their prior employment with Hanford Environmental Health Foundation.

## ARTICLE 27 - TERM OF AGREEMENT

27.1 The term of this Agreement shall become effective upon signing and shall remain in full force and effect through September 30, 2014, and yearly thereafter unless one of the parties hereto shall serve notice in writing upon the other party hereof, not less than sixty (60) calendar days prior to its expiration date or any annual expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to extend this Agreement for a specified length of time beyond its expiration.

IN WITNESS WHEREOF, we have hereunto placed our hands and seals this 4th day of October, 2010.

ADVANCEMED HANFORD/CSC

UNITED STAFF NURSES UNION LOCAL 141

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_