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**IDnum** 236 **Language** English **Country** United States **State** OR

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 3115

Occupations Represented
Clinical laboratory technologists and technicians
Science technicians

**Bargaining Agency** Dynamac Corporation

**Agency industrial classification (NAICS):**

31-33 (Manufacturing)

**BeginYear** 1997 **EndYear** 2002

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**Notes**

**Contact**

**Full text contract begins on following page.**

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# ***Collective Bargaining Agreement***

***Between***

***Corvallis Environmental Research  
Employees Local #3115 (CERE)  
of the American Federation of  
State, County, and Municipal  
Employees Union (AFSCME)***

***And***

***Dynamac Corporation***

**June 29, 1997 Through July 1, 2002**

*Note: Use the find function on your web browser or CTL-F to search for specific terms*

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**PREAMBLE**

This Agreement is made and entered into by and between Dynamac Corporation (hereinafter Dynamac) and the American Federation of State, County and Municipal Employees Council 75, (hereinafter the Union) at the USEPA Corvallis Laboratory (hereinafter the EPA Lab) for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment and other matters affecting members of the bargaining unit as certified by the National Labor Relations Board.

**ARTICLE 1 - RECOGNITION**

Section 1.1-Bargaining Agent

Dynamac recognizes the Union as the sole and exclusive bargaining agent for all employees of



Dynamac at the EPA Lab, excluding office clerical employees, confidential employees, managers, guards, and supervisors as defined by the National Labor Relations Act.

Section 1.2-New Classifications

If Dynamac establishes a new classification included in the bargaining unit, or reclassifies an existing bargaining unit position, Dynamac shall notify the Union in writing.

**ARTICLE 2 -UNION SECURITY**

Section 2.1-Visitation

The Union shall notify Dynamac in writing of its staff representative of the Local, Council 75, or International, American Federation of State County and Municipal Employees, AFL-CIO. Upon proper introduction and reasonable advance notice of each visit made to the Program Manager and subject to EPA approval, the representative shall have reasonable access to the premise of Dynamac during work hours to conduct Union business. These representatives shall observe any security regulations of Dynamac. Such visits are not to interfere with the normal flow of work.

Section 2.2-Internal Business

Unless otherwise provided in the Agreement, the

internal business of the Union shall be conducted by the employees during non-duty time.

#### Section 2.3-Stewards

The Union shall notify Dynamac of the selection of Stewards and their alternates. The Union shall designate no more than 5 stewards and not more than 3 alternates.

Stewards may receive grievances from the bargaining unit, and may discuss complaints and grievances with employees in the bargaining unit and Dynamac on the premises and time of Dynamac, but only to such extent that it does not neglect, retard or interfere with the work and duties of the Steward or with the work or duties of the employees.

#### Section 2.4-Bulletin Boards

Dynamac agrees to furnish the Union with four (4) bulletin boards at locations agreed to between the parties for the Union to post official Union notices. Such notices shall not contain any obscene or profane language or any other information which disparages Dynamac or the EPA. Number and placement of bulletin boards shall be subject to EPA approval.

#### Section 2.5-Employee Lists

Dynamac shall furnish to the Union, on a quarterly basis a list of the names, classifications and home

addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice. Dynamac shall furnish the Union with a quarterly listing of employees who have terminated from the bargaining unit during the previous three (3) months.

#### Section 2.6-New Employees

Dynamac agrees to inform all new bargaining unit employees of the Union's exclusive representation status.

### **ARTICLE 3 -DUES DEDUCTION AND FAIR SHARE**

#### Section 3.1-Union Dues Deductions

Dynamac shall deduct from the wages of employees in the bargaining unit who are members of the Union, and who have authorized such deductions in writing in an appropriate form, a sum equal to Union dues. This deduction shall begin the first payroll period following such authorization (but no sooner than the first of the month following the effective date of this Agreement or 30 days after the employee's hire date, whichever is later) and shall continue from month to month for the life of this Agreement.

#### Section 3.2-Non-union Member Deductions

Employees in the bargaining unit who are not members of the Union shall make payment-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to the regular Union dues. Effective the first of the month following the effective date of this Agreement or 30 days after the employee's hire date, whichever is later, Dynamac will deduct from the wages of each bargaining unit employee who is not a Union member the payment-in-lieu-of-dues required by this Section provided it is permissible under state law. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within 30 days after the effective date of their employment. Dynamac shall remit a payment of all said deductions to the Union by the twentieth of the month after the deductions are made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

#### Section 3.3-Religious Exception

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee

shall furnish written proof to Dynamac that this has been done. Notwithstanding an employee's claim of exemption under this Section, Dynamac shall deduct payments-in-lieu-of-dues pursuant to Section 3.2 until agreement has been reached between the employee and the Union.

#### Section 3.4 - Hold Harmless

The Union shall indemnify and hold Dynamac and its employees, agents and representatives harmless from and against all claims, demands, suits, actions, charges, liability, damages and expenses (including without limitation attorneys' fees and expenses) incurred in complying with this Article.

### **ARTICLE 4 - DISCIPLINE AND DISCHARGE**

#### Section 4.1-Disciplinary Action

An employee shall not be disciplined or discharged without just cause. Although Dynamac prefers to discipline employees in an instructive and progressive manner, there may be situations where just cause exists to suspend or terminate an employee immediately. The following list includes, without limitation, reasons which may constitute just cause for immediate termination.

1. Willful falsification of information or records or

omission of material information.

2. Forgery

3. Fraud

4. Physical violence or the threat thereof.

5. Illegal possession of a weapon at the EPA Lab or in the performance of Dynamac duties.

\* 6. Illegal possession of controlled substances or alcohol at the EPA Lab or in the performance of Dynamac duties.

7. Intentional destruction of Dynamac, EPA Lab or personal property at the EPA Lab or in the performance of Dynamac duties.

8. Repeated refusal to follow a lawful directive from a supervisor.

9. Theft or attempted theft of EPA Lab, Dynamac or fellow employees' property.

10. Sexual harassment.

Disciplinary Action may take the form of one of the following:

1. Oral Warning

2. Written Warning

3. Suspension

4. Discharge

\* Does not in any way restrict or limit Dynamac's requirement to fully comply with the Drug Free Workplace Act of 1988.

Section 4.2-Disciplinary Procedures

When Dynamac intends to take disciplinary action involving discharge or suspension without pay, Dynamac shall notify the employee and the Union in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges.

Violating written regulations or written standards of conduct can result in disciplinary action.

Disciplinary notices are issued by Dynamac and are intended to help the employee avoid further infractions. The employee will be required to acknowledge receipt of a written warning notice by signing it; this does not in any way constitute admission of guilt. If an employee believes that a warning notice is unjustified, he/she should discuss the situation with the Program Manager or Director of Human Resources or use the grievance procedure defined in Article 6. Warning notices will be cleared from the employee's record after completion of 30 months of performance without additional warnings.

The employee may be suspended with pay for a period of time not to exceed two (2) months to allow for a complete investigation of the facts concerning

the offense if management considers such suspension appropriate.

#### Section 4.3-Representation

The employee shall have such rights to have one representative of his/her choosing at any meeting which disciplinary action is reasonably expected to take place, in accordance with applicable law.

#### Section 4.4 - Off Duty Conduct

Disciplinary action may be taken for activities that occur on off-duty time outside the EPA Lab only when such activities clearly and directly impair the employee's ability and effectiveness at work or materially and substantially damages Dynamac's reputation or effectiveness, except in so far as this section contradicts State or Federal Law.

### **ARTICLE 5 - LAY OFF PROCEDURE**

A lay-off is defined as a separation from service for involuntary reasons due to a reduction in force. An employee shall be given written notice of lay-off as far in advance as possible but not fewer than 15 calendar days before the effective date, stating the reasons for the layoff.

Dynamac shall make a good faith effort to make lay-off and recall decisions based upon the objective



criteria listed in Section 5.1, items 1 & 2. Should the Union believe that a lay-off or recall decision made by Dynamac is erroneous, the Union may request and Dynamac shall provide a written explanation of why a particular employee was chosen for lay-off or recall and how he/she meets the criteria for lay-off or recall.

#### Section 5.1 - Procedure

This following procedure describes the lay-off process at the EPA Lab. When it is necessary to reduce the work force of full or part-time employees for any reason, lay-offs will be determined by Dynamac. The following order of priority shall be used to determine who will be retained on the work force:

1. Employees who in Dynamac's judgment are best suited based on the requirements of the client, such as experience, performance, responsibilities, academic degrees and economic constraints (i.e., work assignment funding levels).
2. If in Dynamac's judgment two or more employees are equally well-suited according to the above criteria, highest seniority will determine who will be retained on the workforce. Seniority is calculated by the employees' length of service with Dynamac or as per a seniority list, whichever is greater. The list shall be signed by each employee listed, signifying

agreement to the lengths of service. In the case of employees with the same length of service, a drawing of lots shall be conducted to determine who will be retained.

#### Section 5.2 - Recall from Lay-off

When it is necessary to increase the work force following a lay-off, laid-off employees shall be given primary consideration for rehire. To be eligible for rehire, the employee: 1) must have been laid off by Dynamac within the previous 12 months; 2) must be well-suited for the opening in Dynamac's judgment according to the above criteria; 3) must not have declined an earlier offer of rehire to a job and rate of pay comparable to that at the time of layoff. If in Dynamac's judgment two or more employees are equally well-suited, the employee with the greater seniority will be recalled if otherwise eligible.

However, Dynamac reserves the right not to re-hire an employee whose overall job performance was not fully satisfactory as indicated by the employee's performance appraisal, and where a more qualified individual is available. In the case of employees with the same length of service, a drawing of lots shall be conducted to determine who will be recalled. If rehired, employees will have their seniority restored for benefits purposes, unless limited by the terms of Dynamac's benefit plans. Notice to report for work shall be sent by registered letter - return receipt requested; the laid-off employee must respond

within seven working days of receipt of notice. It is the responsibility of the laid-off employee to provide notification of any address changes to Dynamac.

### Section 5.3 - Lay-Off Assistance

Dynamac shall take appropriate steps to provide employment assistance for staff faced with potential lay-off. Dynamac therefore shall:

- 1) Coordinate efforts with their supervisors, Program Managers and other key company personnel to: a) prepare letters of recommendation to accompany resumes, b) assess the possibilities regarding as yet unlisted (potential) company opportunities;
- 2) Assist employees with efforts to find employment outside the company;
- 3) Explain to employees Dynamac benefits and termination procedures in the event a lay-off cannot be avoided;
- 4) Immediately after lay-off, arrange for a representative of the State of Oregon Employment Department to speak with laid-off employees as a group to discuss state unemployment benefits and procedures; and

5) Continue life, health, dental and vision insurance coverage for as long as it is reasonably possible within the constraints of the respective insurance policies.

Employees facing potential lay-off who meet the qualifications for a Dynamac position on a position vacancy announcement at the EPA Lab should be given preference for the position. When an employee is facing potential lay-off or has actually received a notice of lay-off, all positions on Dynamac position vacancy announcements at the EPA Lab for which they might be qualified become potential opportunities for that employee, including positions that are "closed", unless an offer has already been made to a selected candidate. In order to be considered, it is necessary that the employee can perform all of the duties and responsibilities of the position in the vacancy announcement. If an employee facing lay-off interviews for a position is determined not to be qualified or is not the best qualified for the position, he/she should be so informed by the Human Resource Director or the Program Manager.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

A grievance is a claim by an employee that Dynamac has violated an express term set forth in this agreement to the employees personal disadvantage.

#### Section 6.1 - Grievance Rights

This grievance procedure provides employees with a means of recourse when they feel they have not been treated in accordance with this Agreement.

Employees are entitled to act through a Union representative to initiate a grievance and have Union representation during any discussion of the grievance at any step in the grievance procedure.

#### Section 6.2 - Procedure

##### Step 1.

Any grievance must be presented in writing to the Program Manager, with a copy to the Director of Human Resources and to the Union within fourteen (14) calendar days of the event giving rise to the grievance or when the grievant reasonably should have known of the event, not to exceed three (3) months from the date of the event. A grievance will not be considered timely and will be forever waived unless presented within the above time limit. The Program Manager will consider the matter with the Director of Human Resources and render a decision within fourteen (14) calendar days from the date the grievance was presented to him/her.

### Step 2.

If the resolution/rationale is not satisfactory to the employee or was not done by the Program Manager within the allotted fourteen (14) calendar day period (see Step 1), the employee may appeal in writing within fourteen (14) calendar days to Dynamac's General Counsel. The appeal must contain a concise written statement of the problem, the decision rendered by the Program Manager and the desired remedy or correction expected of Dynamac. This decision of the General Counsel must be rendered within twenty-one (21) calendar days of receipt of the grievance by him/her.

### Step 3

If the decision of the General Counsel is not acceptable to the Union or if the General Counsel does not render a timely decision, the Union may appeal the grievance to arbitration, which should be initiated within fourteen (14) days of the General Counsel's decision or expiration of the applicable time period if no decision was rendered. A qualified arbitrator will be selected from a Federal Mediation and Conciliation Service list. Subsequent to a valid arbitration request and prior to the selection of an arbitrator, the Union or Dynamac may request mediation of the grievance. Mediation is not mandatory. All parties agree that the decision or award of the arbitrator shall be final and binding.

The arbitrator shall have no authority to add to, subtract from or change any of the terms of the Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator's fee and expenses shall be paid by the losing party. If the arbitrator decides that neither party can be considered losing, then these expenses shall be divided equitably as determined by the arbitrator.

Failure of the employee or the Union to process a grievance in accordance with applicable time limits shall result in waiver of the grievance. If the Union and Dynamac both agree to it: 1) the steps in the process may be skipped, and 2) the time lines for any step in the process may be extended.

## **ARTICLE 7 - HOURS OF WORK FOR NON-EXEMPT EMPLOYEES**

### **Section 7.1 - Standard Work Week**

The workweek is defined as 7 consecutive calendar days beginning on 12:01 a.m. Sunday and ending on the following Saturday at midnight. A workday is the 24 hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Regular work days are Monday through Friday. A regular work schedule is 5 consecutive 8 hour days with 2 consecutive days off. A standard workweek is 40 hours. The starting and ending times during the

week may vary to accommodate specific individual needs, provided that the employee's supervisor consent to such variations.

#### Section 7.2 Flexible Scheduling

Where in Dynamac's good faith judgment it would be consistent with the operational needs of the EPA contract, Dynamac shall grant reasonable requests by employees to work flexible schedules (e.g., an alternative or compressed workweek).

#### Section 7.3 - Work Schedule Changes

Where work schedule changes are necessary for performance of the EPA Contract, Dynamac will provide not less than ten (10) days notice to the affected employee unless the employee agrees to an earlier implementation date or if work conditions do not permit such advance notice.

#### Section 7.4 - Off-Site Work

Normal work may be conducted off-site with the approval of the Program Manager or his/her designee.

#### Section 7.5 - Meal Periods

Employees shall be permitted a non-duty meal period during their work shifts. Non-duty meal periods shall be no less than 30 minutes and shall be scheduled with the supervisor as close to the middle of the work shift as possible.



### Section 7.6 - Regular Part-Time Work

Regular part-time work is defined as a regularly scheduled work week of less than 40 hours. Part-time employees will have a reasonable part-time schedule established by their supervisors. In addition, as-needed, employees may be hired to work irregular hours to be determined by Dynamac.

a. Employees who work a minimum of 30 hours per week are fully eligible to receive benefits (health, vision, dental, life, 401(k), annual leave, sick leave and holidays). Employees working fewer than 30 hours per week shall not be eligible for any benefits, except that employees who are regularly scheduled to work at least 1,000 hours during a 12-month period may participate in the 401(k) plan in accordance with the terms of the plan.

b. Seniority and promotions for part-time employees shall be determined in the same manner as for full-time employees.

c. Holiday pay for eligible part-time employees shall be pro-rated based on the number of hours in the employee's regularly scheduled work week.

### Section 7.7 Rest Breaks

Each employee shall be granted an uninterrupted

rest break of 15 minutes for each one-half shift.

## **ARTICLE 8 - PREMIUM PAY**

### **Section 8.1 - Overtime Pay**

All non-exempt employees as defined by the Fair Labor Standards Act shall be compensated at the rate of 1.5 times their regular rate of pay for all hours worked in excess of 40 hours during the regularly scheduled work week. Exempt employees as defined by the FLSA shall not be entitled to overtime compensation, except in unusual circumstances when authorized by EPA on a project-specific basis. Where practicable in its judgment, Dynamac shall provide non-exempt employees 16 hours notice if they are required to work overtime. For the purpose of computing overtime hours, actual working time and paid holiday time shall be included. No employee shall be required to make up annual leave or sick leave time by working overtime except in an emergency, or to meet unanticipated client needs.

### **Section 8.2- On-call Pay**

Exempt employees who are required to be available by telephone, pager, or other calling device during a designated period of time outside the normal working hours shall be considered "on call."

Employees who are assigned to be on call Monday

evening through Friday morning (weekly on call) and Friday evening through Monday morning (weekend on call) will record 25 hours (5 hours a day for weekly on call and 12.5 hours a day for weekend on call) on their time sheet to document their on call time. From the 25 hours recorded on the time sheet, an employee who was on call will receive additional compensation for 5 of the 25 recorded on call hours for each weekly or weekend on call assignment, at a rate of pay that is equivalent to his/her current hourly rate of pay. Alternatively, exempt, on call employees may elect five (5) hours of compensatory time off in lieu of on call pay for each weekly or weekend on-call assignment. Such time off must be scheduled with the approval of the supervisor.

#### Section 8.3- Call Back Pay

Non-exempt employees who are called back to work outside of their normal working hours shall be paid additional compensation at their equivalent hourly rate or overtime rate, whichever is appropriate, for all hours worked during such call back but no fewer than 3 hours per call.

### **ARTICLE 9 TRAVEL TIME AND PAY**

#### Section 9.1- Travel Time

Non-exempt employees shall be compensated for

all time considered working time spent in transit, whether by automobile or commercial carrier, while traveling for business purposes to the extent and in the manner required by applicable law. Exempt employees shall record all time considered working time spent in transit, whether by automobile or commercial carrier, while traveling for business purposes.

#### Section 9.2- Personal Vehicle Use

When an employee uses a personal vehicle for business purposes with the prior authorization from his/her supervisor, he/she shall be paid for mileage at the IRS mileage rate, provided that appropriate documentation is furnished.

#### Section 9.3- Lodging

Employees who are required by their duties to lodge away from home over night with the prior authorization of their supervisor shall be paid for such lodging at the US government rate, provided the appropriate documentation is furnished. If lodging is unavailable at the US government rate, the employee should choose the least expensive alternative lodging available, and Dynamac shall petition for increased funds or pay the additional amount, provided it is reasonable.

Section 9.4 - Meals

Employees who must eat meals away from home due to required business travel with the prior authorization of their supervisor, shall receive the US government rate for meals.

Section 9.5 - Telephoning

When an employee must lodge away from home over night due to required business travel which is authorized by his/her supervisor, Dynamac shall pay for a maximum of 15 minutes worth of long distance telephone calls per night. Charges for telephone calls in excess of 15 minutes shall be borne by the employee.

**ARTICLE 10 - ANNUAL LEAVE**

Section 10.1 - Accrual

All regular eligible employees shall accrue paid annual leave days on a per pay period basis according to the following schedule. For the purposes of computing annual leave, all billed hours and all paid leave time shall be counted as hours worked.

Years of Service Annual Accrual Rate

Less than 3 years 10 days

3 years but less than 7 years 15 days

7 years but less than 11 years 20 days

11 or more years 25 days

On June 30 and December 31, annual leave accounts will be adjusted to reflect additional annual leave hours earned due to hours worked in excess of the normal work week. The accrual rate for these hours will be the same as the applicable pay period rate.

For the purposes of this Article, years of service will include years of employment with Dynamac. In addition, employees who were employed at the EPA Lab prior to being hired by Dynamac and who were hired by Dynamac before June 1, 1996 shall be credited for up to five (5) years of prior employment at the EPA Lab.

#### Section 10.2- Annual Leave Carryover

Employees may accumulate and carry forward on January 1 of each year a maximum of 250 hours of annual leave. Employees whose accrued and unused annual leave hours are, on December 31 of any year, in excess of 250 will lose the excess hours on January 1 and will not be paid for those amounts. Employees in danger of losing leave shall receive written notice at least three months in advance of the potential loss.

#### Section 10.3- Effect of Holidays and Sick Leave

If a holiday occurs during a period of paid annual leave, the employee's annual leave account will not

be charged for the holiday. Sick leave will not normally be paid to an employee while on annual leave; however, consideration will be given to an employee who suffers an injury or illness requiring medical treatment and/or hospitalization while on annual leave.

#### Section 10.4- Scheduling

An employee who wishes to use accrued annual leave is required to request approval for its use as far in advance as possible. Such requests are to be made in writing to the employee's manager/supervisor on a Request For Leave Form. No employee shall take annual leave without first having it approved by his or her manager/supervisor. Dynamac shall make an effort to accommodate all annual leave requests.

#### Section 10.5 Advances

It is Dynamac policy that annual leave will normally be accrued before it can be used.

#### Section 10.6- Emergency Use

Employees who are terminated or laid off shall be paid for all accrued annual leave hours. Upon the event of an employee's death, the employee's estate shall be paid all accrued annual leave hours. Employees may, at their discretion, use annual leave hours for periods of absence permissible under the Oregon Family Leave Act and the Federal Family and Medical Leave Act after they have

exhausted all their sick leave. However, no employee shall be forced to use his/her annual leave for this purpose.

#### Section 10.7 - Leave Without Pay

Employees may take leave without pay subject to the approval of the Program Manager, in consultation with the Human Resources Department.

#### Section 10.8 - Annual Leave Buy Back

An employee, whose accrued annual leave balance is in excess of one week's (40 hours) leave, will be eligible to sell certain of those excess amounts back to the company. The buy back of annual leave will be done quarterly, during the first month of each quarter. Each employee is limited to one buy back of annual leave per calendar year. The maximum amount of accrued annual leave hours that the company will buy back from any one employee during the calendar year is 40 hours. Annual leave buy back will be done at the employee's hourly rate of pay in effect at the time of the employee's request. Appropriate payroll taxes and other payroll deductions will be withheld. In accordance with IRS rules and regulations, federal taxes will be withheld at whatever rate is required by IRS rules and regulations.

An employee who wishes to have the company buy



back some of his/her excess annual leave hours must complete, sign and submit a copy of the company's standard annual leave buy back request memo to his or her program manager for approval. The program manager must forward the completed and signed annual leave buy back request memo to the Human Resources Department for final approval and processing.

## **ARTICLE 11 - HOLIDAYS**

### **Section 11.1 - Observed Holidays**

For the purposes of this agreement, the following days shall be considered holidays:

New Year's Day Labor Day

Martin Luther King's Birthday Columbus Day

President's Day Veterans Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

If the EPA observes any other legal holidays or when the Lab is officially closed, said days will be treated as a paid holiday under this Article.

### Section 11.2 - Holiday Pay

On holidays, regular and temporary full-time employees will be paid their base rate of pay as if they had worked that day. Holiday pay for eligible part-time employees shall be pro-rated based on the number of hours in the employee's regularly scheduled work week.

### Section 11.3 - Eligibility

To be eligible for holiday pay, an employee must be in pay status (i.e., at work or on paid annual leave, paid administrative leave, or paid sick leave) on the workdays immediately preceding or following the observed holiday. If an employee is on paid sick or annual leave at the time one or more of the corporate holidays are observed, the employee will not be charged sick or annual leave for the particular holiday(s).

### Section 11.4 - Observance

Holidays that occur on a Saturday will be observed the preceding Friday, and those holidays that occur on a Sunday will be observed the following Monday.

Employees may take holidays as scheduled or opt to treat the holiday as a normal workday and bank the holiday hours in their annual leave account with prior approval of the Program Manager or his/her designee.

Section 11.5 - Miscellaneous

If a nonexempt employee eligible for holiday pay is required to work on a holiday, that employee will receive regular holiday pay at his or her base rate of pay, plus overtime pay (1 1/2 times the regular hourly rate) for the actual number of hours worked on the observed holiday.

An exempt employee who is required to work on a holiday will receive regular pay for all scheduled hours.

**ARTICLE 12 - SICK LEAVE**

Section 12.1 - Accrual

All regular employees who work at least 30 hours per week shall be eligible to accrue sick leave at the rate of 12 days per annum, accrued bi-weekly. In addition, all temporary employees who are regularly scheduled to work at least 30 hours per week, shall be eligible to accrue sick leave at the rate of 12 days per annum, upon completion of 3 consecutive months of employment with the company. An employee may accumulate 75 days sick leave.

Section 12.2- Sick Leave Usage

Employees shall be eligible for sick leave with pay immediately upon accrual. Employees shall be eligible for sick leave usage for any period of

absence from employment which is due to the employee's illness, bodily injury, disability from pregnancy, necessity for medical or dental care, quarantine due to contagious disease or attendance upon a member of the employee's immediate household where the employee's presence is required because of illness. Employees shall also be eligible for sick leave usage for maternity purposes and as required by the Oregon Family Leave Act and the Federal Family & Medical Leave Act.

An employee may use sick leave to make up the difference between payment made due to a qualified Worker's Compensation injury and his/her regular take-home salary. Employees who exhaust all their sick leave may use annual leave or leave without pay for eligible sick leave absences. Under no circumstances shall an employee receive payments exceeding his/her normal pay.

Sick leave usage will be reviewed on an annual basis to monitor the average level of sick leave usage per person.

Dynamac will notify the Union on the collective status of sick leave usage on a quarterly basis to ensure that the objective of 32 hours average usage per year is maintainable. If the average is not being maintained, Dynamac and the union will discuss

ways of lowering the average.

#### Section 12.3- Bereavement Leave Usage

All regular and temporary employees who are regularly scheduled to work at least 30 hours per week, shall be eligible for up to 3 work days of bereavement leave with pay per calendar year.

Bereavement leave may only be used for absences which are due to a death in the employee's immediate household or immediate family. For these purposes, an immediate member of the family is defined as the husband, wife, child, parent or former guardian, grandparents, sister, or brother.

The purpose of this leave is to give employees the opportunity to attend and/or make funeral arrangements. The Company reserves the right to verify an employee's entitlement to such leave.

### **ARTICLE 13 - RETIREMENT**

#### Section 13.1- Accrual

Dynamac shall maintain a 401(k) plan, with a range of investment options. Employees shall be eligible to participate in the 401(k) plan in accordance with the 401(k) plan document.

#### Section 13.2 - Contributions

Each calendar quarter, Dynamac will match 25% of the employee's contribution on up to 6% of the

employee's deferred compensation.

Section 13.3- Vesting

All funds contributed by employees shall vest immediately. All funds contributed by Dynamac are fully vested as prescribed in the current plan.

**ARTICLE 14 - EDUCATION AND PROFESSIONAL  
DEVELOPMENT**

Section 14.1 - Fund For Education and Professional  
Development

A fund of \$20,000 annually will be available for both continuing education and travel to professional meetings. Of these amounts, no more than \$10,000 may be used for professional development and professional meetings. The funds will be distributed in response to written requests from employees and approved by the Program Manager. The Program Manager shall distribute funds among employees as equitably as possible. Funds shall be distributed throughout the calendar year and among the staff.

As a general guideline, an individual shall not receive funds in excess of \$2000 per year.

Exceptions to this guideline may be approved by the Program Manager in consultation with the Human Resources Department.

## Section 14.2 - Education Expenses and Short Courses

Dynamac acknowledges the value of continuing education and career development of all of its employees. Dynamac shall reimburse eligible employees eighty percent (80%) of the costs of tuition, text books and other fees for approved courses, not to exceed the \$2,000 limit in Section 14.1.

To be eligible, the course must be directly related to the employee's job, or required for completion of a degree that is related to the employee's job, and must be approved in advance by Dynamac prior to enrollment. To receive reimbursement, the employee must receive at least a "C" in an undergraduate course, at least a "B" in a graduate level course, or a passing grade in a Pass/Fail course.

Employees will also be reimbursed for technical or short courses that only require the employee's attendance, and for which no grades are given. Funds may be used to defray the cost of the course, out of town travel, lodging, and per diem expenses directly related to attending the technical or short course. In cases where the employee was directed to take the technical or short course by his/her supervisor, the employee's time will also be covered.

If an employee voluntarily leaves employment within 12 months of completing a course, he/she must reimburse Dynamac for the expenses. The expenses reimbursed by the departing employee will be returned to the Fund for Education and Professional Development, only if the educational expenses were incurred in the same calendar year that the employee voluntarily leaves the company.

If the employee voluntarily leaves the employment of Dynamac Corporation within 12 months of attending a course(s) that the employee was directed to take by his/her supervisor, and approved by the program manager and the Human Resources Department, that employee will not be required to reimburse Dynamac for the course related expenses.

#### Section 14.3 - Professional Meetings

Funds for professional meetings shall be distributed in response to written requests from employees and approval by the Program Manager. Preference will be given to those employees who have not recently attended a professional meeting, and who have tried and failed to secure funding from the EPA Lab. Funds may be used to defray the cost of the meeting, travel, lodging, and per diem expenses directly related to attending the meeting. However, no more than \$10,000 of the \$20,000 available for



education and professional development may be spent for professional development and professional meetings. If an employee voluntarily leaves his/her Dynamac employment after attending a professional meeting with Dynamac's approval and at Dynamac's expense, the employee will not be required to reimburse the company for the expenses incurred.

#### Section 14.4 - Leave Without Pay

Employees shall be eligible for leave without pay for education purposes or professional development with the approval of the Program Manager in consultation with the Human Resources Department and consistent with the operational needs of the EPA contract.

### **ARTICLE 15 - HEALTH AND WELFARE**

#### Section 15.1 - Health Insurance

Dynamac shall provide health insurance benefits to eligible employees who are regularly scheduled to work at least 30 hours per week. Employees shall pay a portion of the premium for individual, individual plus one and family coverage through bi-weekly payroll deductions. The health insurance premium cost to the employee shall be at the same percentage of the total premium cost as indicated on the current premium schedule.

#### Section 15.2- Dental Insurance

Dynamac shall provide insurance to eligible employees who are regularly scheduled to work at least 30 hours per week. Employees shall pay a portion of the premium for individual, individual plus one, individual plus spouse and family coverage through bi-weekly payroll deductions. Dental insurance premium cost to the employee shall be at the same percentage of the total premium cost as indicated on the current premium schedule.

#### Section 15.3- Life Insurance

Dynamac shall provide at no cost to employees (those regularly scheduled to work at least 30 hours per week) basic life insurance and accidental death and dismemberment insurance in the amount of one time the employee's annual salary for the two insurances. Dynamac shall provide additional optional insurance for each, the expense of which shall be borne by the employee through bi-weekly payroll deductions.

#### Section 15.4 - Long Term Disability Insurance

Dynamac shall provide at no cost to employees (those regularly scheduled to work at least 30 hours per week) a long-term disability insurance plan, the benefits for which begin after an elimination period and continue in accordance with the terms of the

plan. The plan shall cover 66 2/3% of an employee's normal salary. Benefits may be offset by social security or other federal disability payments received.

#### Section 15.5 - Benefits Changes

Dynamac may change the carriers or plans for its health and welfare benefits, provided the overall level of benefits remains substantially similar and the Union is provided with at least 30 days' notice prior to any such changes. Dynamac will annually inform the union and the program manager of the proposed changes in the Pacificare healthcare insurance or any other health insurance carrier that applies to the bargaining unit employees. In consultation with the program manager, the union will make their recommendation known to the Director of Human Resources.

### **ARTICLE 16 - TEMPORARY POSITIONS AND INTERNSHIPS**

Dynamac may in its discretion establish temporary positions or internships to assist with temporary work assignments, fluctuations caused by increases or decreases in work loads or special projects which in Dynamac's judgment should not be handled by regular employees. Anyone who is hired for such purposes shall be considered a temporary

employee. Temporary employees shall be covered by this Agreement, except that employees hired for the summer months and interns from educational programs shall not be covered by this Agreement. However, these employees shall be automatically covered by this agreement if their employment with Dynamac exceeds 6 months per year.

Temporary employees shall not be eligible for any benefits, except that temporary employees who are regularly scheduled to work at least 30 hours per week shall be eligible for holiday pay in accordance with the terms of this Agreement. Temporary employees who are regularly scheduled to work at least 30 hours per week shall also be eligible to accrue sick leave at the rate of 12 days per annum upon completion of 3 consecutive months of employment with the company.

In no case shall a temporary position exceed six months. A temporary employee who continues employment beyond six months shall become a regular employee, and is eligible to receive employee benefits in accordance with the terms of this agreement.

#### **ARTICLE 17 - SUBCONTRACTING**

Dynamac has the right to subcontract any of its

work, except that it shall not subcontract work which at the time is being performed by members of the bargaining unit if such subcontracting would result in the elimination of any existing regular bargaining unit positions.

## **ARTICLE 18 - JOB DESCRIPTIONS**

### **Section 18.1 - Content**

Job descriptions shall be in writing. They shall specify the minimum and desired qualifications for the position and delineate the specific duties assigned to the position. Job duties shall be generally consistent with work assignment specifications. An employee's job description shall be prepared by the immediate supervisor, in consultation with the employee and subject to review and approval by the Program Manager and when appropriate, the Department of Human Resources. A dated copy of the job description shall be given to the employee upon assuming the position and at any time the job description is amended.

### **Section 18.2- Job Description Review**

Job descriptions shall be subject to annual review with the employee at the time of the performance appraisal or such other time as may be mandated by the requirements of the EPA contract, and shall

be updated by the immediate supervisor in consultation with the affected employee. An employee may request a review at any time a change in assignment results in changed job responsibilities or duties.

## **ARTICLE 19 - PERFORMANCE APPRAISALS AND MERIT SALARY INCREASES**

### **Section 19.1 - Annual Performance Appraisal**

Employees shall receive an annual performance appraisal completed by their immediate supervisor. The performance appraisal shall be discussed with each employee and a copy shall be provided to the employee at that time. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal.

### **Section 19.2 - Merit Salary Increase**

Each employee shall be eligible to receive an annual merit salary increase determined by his or her overall performance appraisal and other performance and job related factors. Such merit increases shall be at the discretion of Dynamac.

### **Section 19.3 - Performance Bonuses**

Dynamac may, at its discretion, recognize extraordinary performance by an employee with an

additional annual merit increase, or with a one-time bonus.

#### Section 19.4 - Performance Objectives

At the time of the annual performance evaluation, the supervisor shall develop, in consultation with the employee, performance goals and objectives, duties and responsibilities for the coming year. The performance goals and objectives shall have objective criteria by which the coming years performance shall be evaluated.

### **ARTICLE 20 - PAYCHECKS**

Paychecks shall be available on-site or electronically deposited by the close of business on Friday following the end of the pay period except for circumstances beyond Dynamac's control.

### **ARTICLE 21 - ON THE SPOT INCENTIVE AWARDS**

#### Section 21.1 - On the Spot Awards

Dynamac may from time to time in its discretion make on the spot incentive awards, to reward employees immediately for unusual productivity or for significantly increasing Dynamac's professional visibility.

Section 21.2 - Honoraria

Dynamac shall pay employees a \$200 honorarium for peer-reviewed publications. If there is more than one Dynamac author, the maximum honorarium paid shall be \$400. To be considered for an honorarium, the author must be employed by Dynamac at the time the publication is published; and, the publication must: 1) identify the employee's employment with Dynamac, 2) have undergone an official peer-review, and 3) fall into one of the following categories - journal article, book chapter, ecoregion/poster map, proceeding paper, or citeable technical report. Multiple entries under the same cover will not be considered for separate honorarium, unless on-site management determines that each individual entry was of sufficient substance to have been published on its own merit.

**ARTICLE 22 - EMPLOYEE COMMUNITY  
ACTIVITY FUND**

Dynamac shall from time to time in its discretion provide funding to support employees' participation in civic and community activities in and around Corvallis, outside of working hours.

**ARTICLE 23 - PERSONNEL RECORDS**



Employees shall have the right to request and receive a complete copy of their personnel records. Personnel records are considered confidential and will not be released to anyone outside of Dynamac unless required by law, by a valid request from a government agency or court, or with the consent of the employee.

#### **ARTICLE 24 - MANAGEMENT RIGHTS**

The Union recognizes that Dynamac has an obligation to perform its contract with the EPA. The Union further recognizes the right of Dynamac to operate and manage its business. Accordingly all of the traditional management functions, rights and responsibilities which Dynamac has not expressly modified or restricted by a specific provision of this Agreement are retained by and vested exclusively in Dynamac. Such functions, rights, and responsibilities of management include, but are not limited to, the right to hire employees, to require standards of performance and to maintain order and efficiency; to discipline and discharge employees for just cause; to direct employees and to determine job assignments, job descriptions and, to promote, demote or transfer employees; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to

determine staffing requirements and the size and composition of the work force; to classify employees and positions; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to make publish or change employee handbooks, rules, regulations, policies, and practices not inconsistent with the express terms of this Agreement; to promulgate, modify, distribute and enforce reasonable rules of employee conduct and manuals of operating procedures; to transfer work and to subcontract all or any portion of the work now or hereafter done by the employees covered hereby in a manner not inconsistent with the terms of this Agreement; to close or relocate operations due to actions by the EPA and to generally manage Dynamac to attain and maintain full operating efficiency and optimum contract performance in its judgment.

The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. Provisions of this Agreement shall prevail over any past practices and working conditions which restrict management functions. The failure of Dvnamac to exercise anv management riight shall

not constitute a waiver of such right.

## **ARTICLE 25 - NO STRIKES OR LOCKOUTS**

### **Section 25.1 - No Lockout**

Dynamac agrees that during the term of this Agreement it will not lockout the Union or the employees represented by the Union.

### **Section 25.2 - Work Stoppage**

The Union agrees that during the term of this Agreement, neither it nor its officers, agents, representatives, members or bargaining unit employees will participate or engage in, ratify, encourage, cause or authorize any strike, sit down, sit-in, sick-out, slowdown, work stoppage or sympathy strike, or any other action by the bargaining unit employees which would interrupt or interfere with any operations of Dynamac or performance of the EPA contract.

## **ARTICLE 26 - PROBATIONARY PERIOD**

All newly hired employees will serve a probationary period during the first 90 calendar days of their employment. The employee's supervisor will prepare an evaluation of the employee's job performance after 30 days, 60 days and 90 days.

An employee who successfully completes the probationary period will become a regular employee and will be given a seniority date retroactive to his or her date of hire. Probationary employees will accrue and be eligible for benefits, depending on their status (e.g., full-time or part-time, exempt or non-exempt). During the probationary period, an employee may be disciplined or terminated at any time with or without cause, and discipline and discharge of probationary employees shall not be subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE 27 - CLASSIFICATION**

### **Section 27.1 - Classification Levels**

Employees in the bargaining unit shall be covered by two employee classification systems that are independent of each other as described in Appendix B1 and Appendix B2. Appendix B1 consists of four levels of professional employees and three levels of technical employees. Appendix B2 classification system consists of five levels of scientist/professional employees, and three levels of technical employees. Appendix B2 classification system will be used for professional categorization and administrative purposes only. No salary schedule or salary bands will apply to, be attached to, or made a part of Appendix B2.

Bargaining unit employees will be assigned a classification level in accordance with both Appendix B1 and Appendix B2 classification systems by the employee's immediate supervisor, in consultation with the employee and subject to review and approval by the Program Manager and Human Resources Department.

The classification levels for current bargaining unit employees are listed in Appendix B3. Appendix B3 will be updated and forwarded to the union at a time agreed to between Dynamac and the union.

#### Section 27.2- Classification Review

An employee's classification levels will be reviewed as part of the employee's annual performance appraisal process. An employee may request a review of his/her classification levels any time a non-temporary change in assignment(s) results in material change in the employee's assigned duties and responsibilities. Dynamac shall provide the union with a revised and updated Appendix B3 upon completion of the annual performance appraisal process.

#### Section 27.3- Promotions

An employee may be considered for promotion to a higher classification level if there is a non-temporary and material change in the employee's assigned duties and responsibilities that result in a definable increase in job responsibility and authority as stated in the employee classification systems.

The employee's supervisor, in consultation with the Program Manager and the Human Resources Department, will determine if an employee meets the criteria for promotion to a higher classification level.

## **ARTICLE 28 - SALARIES**

### Section 28.1 - Salary Schedule

Employees shall be paid in accordance with Appendix A, Salary Schedule. Appendix A shall not be published with this agreement. The Union will not allow this Appendix to become available to others, except in cases of arbitration, grievance, or similar confidential issues within Dynamac. Dynamac will provide the Union with a revised Salary Schedule, annually following the performance appraisal (Article 19). Changes to an employee's classification level can result in a change in the employee's salary as shown in Appendix A1 "Salary Schedule."

### Section 28.2 - Salary Increases

Salaries of Dynamac employees shall be increased 6.0% on January 1, 2001 (Appendix A1) and pursuant to Article 19 on April 1, 2001 and annually thereafter by at least the contract escalation rate which is 3.5% per year of the bargaining unit salaries. Half of these funds shall be allocated to general wage increases. Dynamac and the Union shall discuss the distribution of funds available for salary increases. The final decision is Dynamac's. For employees whose merit salary increases were lowered due to job related factors, other than poor performance, (i.e. salary range penetration or Work Assignment funding), Dynamac will make it's best effort to give at least a 0.5% merit salary increase. At the request of the program manager, Dynamac will consider providing such employees a bonus cash award if funds are available.

## **ARTICLE 29 - HOURS OF WORK FOR EXEMPT EMPLOYEES**

### **Section 29.1 - Standard Work Week**

The workweek is defined as 7 consecutive calendar days beginning on 12:01 a.m. Sunday and ending on the following Saturday at 12:00 midnight. A workday is the 24 hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. A standard workweek is 40 hours.

### Section 29.2 - Flexible Scheduling

Within the constraints of satisfying the operational needs of the EPA Contract, exempt employees may, with Dynamac's approval, work on flexible schedules such as alternative or compressed workweeks.

### Section 29.3 - Off-Site Work

Normal work may be conducted off-site with the approval of the Program Manager or his/her designee.

### Section 29.4 - Off EPA Contract Work

Dynamac may require an employee to work on non-contract tasks, such as proposal writing, once they have notified the appropriate EPA Work Assignment Manager that part of that employee's work week will be diverted to this purpose.

### Section 29.5 - Average Work Year

Exempt employees recognize their responsibilities as professionals to devote their best efforts to satisfying the requirements of their profession. Such employees shall record all hours spent working on the EPA contract and may, from time to time, work more than 40 hours in a week to satisfy their professional responsibilities and their responsibilities to Dynamac. The Union recognizes



that Dynamac's contract with EPA specifies a goal of a certain amount of uncompensated overtime hours for exempt employees, but believes that a requirement for exempt employees to work a specified number of hours per week is contrary to the spirit of a professional. This amount is/was derived after negotiations and/or an acceptance of the Dynamac proposal by EPA. This requirement with the Dynamac PRime Contract with EPA is a standard of business and not a reflection of the professional status of the staff working on the EPA contract. Exempt employees shall make a good faith effort to achieve Dynamac's goal of an overall cumulative uncompensated overtime percentage worked collectively per year so long as it remains a contract specification. The computation of the overall uncompensated overtime average rate will include all exempt employees working on the EPA contract, whether they are in the bargaining unit or not. Because of their exempt status, such employees will not normally receive overtime compensation for hours worked in excess of 40 in a single workweek.

#### Section 29.6 - Remedial Options

Dynamac will notify the Union of the overall cumulative average of hours worked per week per exempt employee on a quarterly basis to confirm that the uncompensated overtime EPA contract goal is being met for the current contract period and that

it remains obtainable. If the goal per year per exempt employee is not being achieved or is in jeopardy of not being achieved, then Dynamac may schedule and require such employees to work extra hours beyond the normal workweek to meet the cumulative goal. Any such schedule or requirement shall hold only for the remainder of the contract period in which it was established.

Section 29.7 - Performance Non-criterion

So long as the cumulative goal is being achieved, the failure of an employee to work uncompensated overtime in excess of his or her normal scheduled work week shall not be used as a criterion in performance appraisal.

Section 29.8 - Call Back of Exempt Employees

Subject to the approval of the EPA, exempt employees who are called back to work outside of normal working hours shall record on their time sheet three hours or the actual hours worked, whichever is greater.

**ARTICLE 30 - TERM OF AGREEMENT AND  
REOPENER**

This Agreement shall take effect upon signing and remain in effect until July 1, 2007. Either party may contact the other after January 1, 2005 with formal

negotiations commencing the month of February 2005, for the purpose of renegotiating wages, and five other Articles each in the CBA.

If events external to the Union or Dynamac occur that would materially affect the terms and conditions covered by the bargaining agreement, either party may request the other to discuss the article(s) affected by said events. Neither party is required to enter into negotiations as a result of the request. Such refusal to enter into negotiations will not be deemed a grievable issue.

This Agreement shall remain in full force and effect during periods of negotiations.

The parties understand that Dynamac's obligation to perform under the terms of this agreement shall last only as long as Dynamac has this contract or its successor contract with the EPA Lab.