AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DE-AC07-99ID13727	PAGE 1 OF 6 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M111	See Block 16C	NOPR	

6. ISSUED BY CODE
U.S. Department of Energy
Idaho Operations Office
Procurement Services Division
1955 Fremont Avenue
Idaho Falls, ID 83401-1221

7. ADMINISTERED BY *(If other than Item 6)* CODE
Wendy L. Bauer, Contracting Officer
(208) 526-2808

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*
Bechtel BWXT Idaho, LLC
P.O. Box 1625, MS 3810
Idaho Falls, ID 83415

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC07-99ID13727

10B. DATED *(SEE ITEM 13)*
June 1, 1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO *(Specify authority)*: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(Such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)*: Mutual Agreement

E. IMPORTANT: Contractor ___ is not, X is required to sign this document and return [3] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible)*

(See Following Page)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Scott S. Crawford **Manager, Prime Contracts**		**Wendy L. Bauer** **Contracting Officer**	
15B. CONTRACTOR/OFFEROR BY Scott S Crawford *(Signature of person authorized to sign)*	15C. DATE SIGNED 12/7/04	16B. UNITED STATES OF AMERICA BY Wendy Bauer *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/7/04

The following changes are made to Part III – List of Documents, Exhibits and Other Attachments, Section J – List of Attachments, Attachment A – Personnel Policies and Procedures, as a result of this modification:

1. **Section J, Attachment A, Table of Contents, is replaced as attached.**

2. **Section J, Attachment A, Part 4, subsection *F. Overtime, Nonexempt Employees*, paragraph 1 is changed to read**:

   The contractor may utilize a variety of compressed workweek schedules in the accomplishment of its work scope so long as such schedules do not violate applicable provisions of the Fair Labor Standards Act.

3. **Section J, Attachment A, Part 4, subsection *H. Overtime, Exempt Employees*, paragraph 2 is changed to read**:

   A manager (department manager or above) may approve payment for hours worked by an exempt employee in excess of his/her regular work schedule, provided the overtime is directed and scheduled on a temporary basis to facilitate the accomplishment of assignments in addition to the employee's normal work scope. Before authorizing overtime pay for exempt employees, the overtime will be scheduled and approved in advance by the department manager or above.

4. **Section J, Attachment A, Part 4, subsection *H. Overtime, Exempt Employees*, paragraph 3 is changed to read**:

   If the above provisions are satisfied, exempt employees will be compensated for overtime hours worked in accordance with the following:

   b. Time actually worked, holiday hours paid, and hours recorded as court leave (as defined in Part 5 – BENEFIT PROGRAMS AND POLICIES, Section G), will count in determining eligibility for overtime pay. Time worked does not include other paid leave usage or hours spent in transit or on business travel.

   c. Payment for overtime under this Section will be made at the exempt employee's regular monthly salary computed on an hourly basis.

   d. Generally, employees may not schedule personal leave during a period of approved overtime. The need to be absent may be accommodated with flextime where possible.

   e. Exempt employees will be granted compensatory time off for overtime hours worked only after approval of a company compensatory time policy by the CO.

5. **Section J, Attachment A, Part 4, subsection *H. Overtime, Exempt Employees*, paragraph 6 is changed to read**:

   Exempt Employees serving on an Emergency Response Team may accrue compensatory time or be paid overtime for all hours worked over 40 in a workweek provided they are responding to an actual emergency.

6. **Section J, Attachment A, Part 5, subsection *B. Holidays*, is changed to read**:

   Eighty hours of holiday will be credited annually and employees will be paid for their regular scheduled hours at their regular base rate.

7. **Section J, Attachment A, Part 5, subsection *C. Personal Leave/Short-Term Disability*, paragraph 2, is changed to read**:

   Dump system employees will earn personal leave annually in January as follows:

Months of Service	Accrued Annually
0 through 108	144 hours
109 through 228	184 hours
229 or more	224 hours

   Dump system employees will earn short-term disability hours at the rate of 0.62 hours for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such week.

8. **Section J, Attachment A, Part 5, subsection *C. Personal Leave/Short-Term Disability*, paragraph 4, is changed to read**:

   Employees who are assigned to work at the site may earn up to 0.29 hours of additional personal leave for each workweek they are in pay status for not less than one-half of the work hours scheduled for such week.

9. **Section J, Attachment A, Part 5, subsection *C. Personal Leave/Short-Term Disability*, paragraph 5, item f. is deleted**.

10. **Section J, Attachment A, Part 5, subsection *D. Miscellaneous Personal Leave/Short-Term Disability Provisions*, paragraph 4, is changed to read**:

    In applying the carryover limits, PL hours that may have been donated to other company employees (but not actually transferred pending final determination of how many hours will actually be needed by the recipient) will not be counted. Additionally, the annual PL accrual on the first workday of January for dump system employees will not be counted when the carryover limits are applied at the end of January.

11. **Section J, Attachment A, Part 5, subsection *D. Miscellaneous Personal Leave/Short-Term Disability Provisions*, paragraph 10, is added and reads**:

    There shall be no limit to the number of unused short-term disability bank hours that an employee may carry over.

12. **Section J, Attachment A, Part 5, subsection *E. Accident and Illness Plan*, paragraph 3, item a.(2), is added to read**:

    If an employee does have STD insurance or does qualify for Worker's Compensation benefits, to supplement his/her insured STD or Worker's Compensation benefits to 100% of base pay. Use of STD Bank hours in this situation is conditioned on the insurance company's determination of disability. STD Bank hours may also be used to account for absences due to therapy and doctor visits for a maximum of six weeks following the employee's return to full-time employment after an approved STD absence.

13. **Section J, Attachment A, Part 5, subsection *E. Accident and Illness Plan*, paragraph 3, item a.(4), is changed to read**:

    If an employee has a serious, progressive, long-term illness, to cover related absences in excess of 40 hours in a calendar year. The first 40 hours of illness-related absence must be covered with PL or time-off-without-pay.

14. **Section J, Attachment A, Part 5, subsection *I. Nonpaid Leaves of Absence – Time Off Without Pay*, paragraph 4, is added to read**:

    With proper managerial approval, time off without pay at the request of the employee may be granted to an employee up to a maximum of 120 work hours per calendar year. The Director of Human Resources may authorize exceptions to this provision if the employee's absence is for a purpose that benefits both the Contractor and the employee.

15. **Section J, Attachment A, Part 5, subsection *K. Approved Leave*, paragraph 1, item b., is changed to read**:

    To account for absences resulting from incident investigations in situations that may result in disciplinary action.

16. **Section J, Attachment A, Part 5, subsection *L. Benefit Plans*, paragraph 1, adds "AFLAC Supplemental Insurance" to the approved benefit plans**.

17. **Section J, Attachment A, Part 5, subsection *M. Defined Benefit Pension Plan and Defined Contribution Pension Plan*, paragraph 2, item c. is deleted**.

18. **Section J, Attachment A, Part 6, subsection *C. INEEL-Sponsored Education Programs* is changed to read "*C. Education Programs Funded by the INEEL Education Department.*" Paragraphs 1, 2, and 3 are changed to read**:

    1. For courses and programs funded by the INEEL Education Department, the Contractor will pay tuition, course-related fees, and the cost of required instructional materials of employees attending Contractor-approved courses and programs, and will pay the instructors and provide management of the program.

    2. Employees will be required to sign a payroll deduction authorization form that may be used by the Contractor to recover costs should the employee fail to successfully complete the course or to attain a grade of at least a "C" or its equivalent. Reimbursement to the Company will not be required for the current semester under the following circumstances:

       a. The employee is laid off or otherwise involuntarily dismissed from employment (other than for cause).
       b. The death of the employee.
       c. The serious illness of the employee or the employee's spouse or child, as determined by the Company.
       d. The death of the employee's spouse or child.
       e. Other circumstances as approved by the Contracting Officer.

    3. Employees who audit a course will be required to attend at least eighty percent (80%) of the total number of sessions given in order for costs associated with the course(s) to be paid by the Contractor. Reimbursement to the Company will not be required for the current semester under the following circumstances:

       a. The employee is laid off or otherwise involuntarily dismissed from employment (other than for cause).
       b. The death of the employee.
       c. The serious illness of the employee or the employee's spouse or child, as determined by the Company.
       d. The death of the employee's spouse or child.
       e. Other circumstances as approved by the Contracting Officer.

19. **Section J, Attachment A, Part 6, subsection *D. Non-INEEL-Sponsored Education Programs* is changed to read "*D. Other Education Programs.*" In addition, paragraph 2 is changed to read**:

    The Contractor will cover costs of tuition, course-related fees, and required instructional materials for courses at accredited educational institutions that are not funded by the INEEL Education Department. Also covered are fees associated with acquisition of academic credits through the successful completion of college level examination (CLEP tests).

    Employees will not be reimbursed for tuition, course-related fees, and required instructional material should the employee fail to successfully complete the courses or to attain a grade of at least a "C" or its equivalent.

20. **Section J, Attachment A, Part 6, subsection *E. Education Degree Program*, paragraph 2, is changed to read**:

    Educational expenses such as tuition, course-related fees, and required instructional material will be allocated as in the Education Programs funded and non-funded by the INEEL Education Department provided the employee maintains a 2.5 grade point average for bachelor degree, or 3.0 grade point average for masters or doctorate degree.

21. **Section J, Attachment A, Part 6, subsection *F. Reimbursement for Professional Fees, Dues, and Licenses*, paragraph 5, is changed to read**:

    Cost of sitting for the Professional Certification Examination may include travel expenses and fees. As long as the examination is passed, costs are reimbursed to the employee at 50% for the initial examination. Annual renewals are not covered.

22. **Section J, Attachment A, Part 6, subsection *J. Employee Recreation, Morale, and Recognition Programs and Activities,* is changed to read "*J. Employee Recreation, Morale, Recognition Programs and Activities, and Safety Programs and Awards.*" This subsection is changed to read**:

    The company may establish and maintain programs to boost morale, promote goodwill, to recognize and award employees for performance and service, and to cover safety programs and awards. The cost of the program will be limited to a predetermined percent (with prior CO approval) of the annual base payroll per year. Activities will be consistent with FAR 31.205-13. The allocation of monies to various activities will be at the discretion of the Contractor.

23. **Section J, Attachment A, Part 6, subsection *K. Safety Programs and Awards*, is deleted**.

24. **Section J, Attachment A, Part 7, subsection *C. Temporary Assignments*, paragraph 1, is changed to read**:

    Assignments to the Washington D.C. area will be in accordance with DOE O 350.2A and established DOE-ID policy.

25. **Section J, Attachment A, Part 7, subsection *D. New Hires and Permanent Transfers*, paragraph 7, is changed to read**:

    If relocation to the new work location does not occur simultaneously with the employee's report to work, the employee is eligible for one round trip to the point of origin to assist with packing and loading of his/her household goods and personal effects with CO approval. Employee will be given a maximum of five working days.

26. **Section J, Attachment A, Part 8, subsection *B. Personnel Borrowed*, is changed to read**:

    The cost associated with Corporate employees not working for the Contractor, such as internal auditors and other Corporate employees, borrowed for incidental work under this contract is reimbursable. Reimbursement for the time such employees work under this contract will be allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract will include the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel will be allowed on the same basis as for employees working on the contract.

27. **Section J, Attachment A, Part 8, subsection *K. Community Relations*, paragraph 3, is changed to read**:

    The salaries, wages and fringe benefits of employees while engaged in such approved activities will be allowable costs. Any commitment of labor will have the prior approval of the Contractor's President or designee.

28. **Section J, Attachment A, Part 8, subsection *L. Workforce Restructuring*, paragraph 3 is added and reads**:

    For all restructuring activities, the Contractor will give the Idaho Operations Office at least 15 days advance notice.

29. **Section J, Attachment J-A Schedule A-1, BBWI List of Key Personnel, is changed and replaced with the attached Schedule A-1**.

SCHEDULE A-1

LISTING OF KEY PERSONNEL

KEY POSITION	NAME
President and General Manager	DIVJAK, Paul H.
Vice President and Laboratory Director	KEARNS, Paul K.
Vice President/Project Manager, Idaho Completion Project	RUSSO, Frank M.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS
ATTACHMENT A - PERSONNEL POLICIES AND PROCEDURES

TABLE OF CONTENTS

PART — **Sec. J Att. A Page**

PART - 1- INTRODUCTION 1
PART - 2 - DEFINITIONS 2
PART - 3 - LABOR RELATIONS PROGRAM 4
A. Collective Bargaining Agreements 4
PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES 6
A. Exempt and Nonexempt Salaried Employees 6
B. Salary Administration 6
C. Annual Compensation Increase Plan 6
D. Approval of Individual Salary Actions Over $100,000 Per Year 7
E. Premium Pay, Nonexempt Employees 8
F. Overtime, Nonexempt Employees 8
G. Premium Pay, Exempt Employees 8
H. Overtime, Exempt Employees 9
I. Meal Reimbursement 10
J. Overtime Management 10
K. Severance Pay 10
L. Pay in Lieu of Notice 11
M. Reactor Operations Certification Bonus Program 11
PART - 5 - BENEFIT PROGRAMS AND POLICIES 12
A. Contractor Service Credit for Purposes of Benefits 12
B. Holidays 12
C. Personal Leave/Short-Term Disability 12
D. Miscellaneous Personal Leave/Short-Term Disability Provisions 14
E. Accident and Illness Plan 15
F. Death in Family Leave 16
G. Court Leave 16
H. Military Leave 16
I. Nonpaid Leaves of Absence - Time Off Without Pay 17
J. Professional Research, Teaching, or Technology Transfer Leave 17
K. Approved Leave 18
L. Benefit Plans 18
M. Defined Benefit Pension Plan and Defined Contribution Pension Plan 19
N. Medical Benefits Program for Displaced Workers 21
O. Service Awards 21
P. Health & Welfare Benefits For Bechtel Executives 21
PART - 6 - EMPLOYEE PROGRAMS 22
A. Contractor-Directed Training Programs 22
B. Contractor-Endorsed Training Programs 22
C. Education Programs Funded by the INEEL Education Department 22
D. Other Education Programs 23
E. Education Degree Program 23
F. Reimbursement for Professional Fees, Dues, and Licenses 23
G. Occupational Medical Program Dues and Fees 24
H. Attorney Dues and Fees 25
I. Retraining for Displaced Employees 25
J. Employee Recreation, Morale, Recognition Programs and Activities, and Safety Programs 25
K. Research and Development (R&D) Innovation Program 25
L. Contractor Workplace Substance Abuse Program 26
M. Employee Assistance Program 26
N. Inventions and Discoveries 26

PART - 7 - TRAVEL and RELOCATION 27
A. General 27
B. Business Travel 27
C. Temporary Assignments 27
D. New Hires and Permanent Transfers 28
E. Foreign Travel/Assignments 29
F. Travel Restrictions 29
PART - 8 - MISCELLANEOUS POLICIES 31
A. Participation in Association Activities 31
B. Personnel Borrowed 31
C. Personnel Loaned 31
D. Employee Publications 31
E. Protective Clothing 32
F. Security Suspension Pay 32
G. Medical Examinations 33
H. Personnel Recruitment 33
I. Employee Association 33
J. Key Employees 33
K. Community Relations 34
L. Workforce Restructuring 34

Schedule A-1, Listing of Key Personnel 35

PART - 1- INTRODUCTION

A. This attachment sets forth allowable costs by advanced understanding for the Contractor's human resource management policies and related expenses, which have cost implications under the contract. Only those items of personnel costs and related expenses that are set forth herein or specifically referenced in this Personnel Attachment are allowable costs by advance understanding under this contract, to the extent that these costs do not conflict with other contract language.

B. The Contractor shall select, manage, and direct the work force; and apply the policies set forth herein in general conformity with the methods used in its private operations insofar as those methods are consistent with this contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the Contracting Officer (CO) or designated representative are reviewed and approved prior to incurring the costs. Failure to conform to the requirements of this attachment, including obtaining CO approval when required, may result in costs becoming unallowable under this contract.

C. Either party may request that this Attachment A be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Attachment A shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36), as approved by the CO or designated representative. When revisions to this Attachment A are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes.

D. This Attachment A is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Attachment A nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

PART - 2 - DEFINITIONS

A. Adjustment. Change in salary outside the normal salary program required to establish either internal or external equity for a given position.

B. Affiliated Company. With respect to BBWI or any of the separate companies that comprise BBWI, (1) a corporation that is included in a controlled group of corporations, (2) a trade or business that is under common control, (3) a service organization that is included in an affiliated service group, (4) any entity required to be aggregated under Section 414(o) of the Internal Revenue Code, and (5) an employer (i.e. Battelle) to the extent determined by the presiding officer of the Retirement/Investment Plan Sponsor.

C. Average Rate. The rate which is determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week, when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.

D. Basic Earnings. The amount obtained by multiplying the number of hours worked by the basic rate.

E. Basic Rate, Job Rate, or Basic Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, established for each job classification in accordance with the approved wage and salary schedules.

F. Basic Workweek. A 40-hour workweek.

G. Change of Classification. Placement of an employee in a new classification due to reassignment without change in salary range.

H. Contracting Officer (CO). Industrial Relations or other authorized CO for Attachment A.

I. Contractor. Bechtel BWXT Idaho, LLC (BBWI).

J. DEAR. The term "DEAR" means the Department of Energy Acquisition Regulation, in the form in effect on the effective date of this contract.

K. Department. The Department of Energy or its successor agency.

L. DOE. The CO or authorized representative of the CO.

M. Demotion. The permanent placement of an employee in a lower-rated job classification.

N. Exempt Salaried Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are on the monthly, semi-monthly, or biweekly payroll.

O. FAR. The term "FAR" means the Federal Acquisition Regulation, in the form in effect on the effective date of this contract.

P. FTR. The term "FTR" means the Federal Travel Regulation, as it applies to the Federal Civilian Employee and Contractor Travel Expense Act of 1985.

Q. Merit Increase. Increase in the salary of an employee within the established rate range of employee's job classification, which is granted consistent with approved salary increase guidelines.

R. Nonexempt Salaried Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws, and are not covered by a collective bargaining agreement. They are on the biweekly salaried or hourly payroll.

S. Payroll Day. The 24-hour period extending from the starting time of the work day as established by the contractor.

T. Payroll Week. Seven consecutive 24-hour periods as established by the contractor.

U. Promotion. Permanent placement of an employee in a higher rated job classification due to an increase in the character or scope of an employee's job assignment.

V. Reevaluation. Change of job level, up or down, through formal evaluation of existing job.

W. Regular Scheduled Shift. The normal hours of working time in each payroll day established for each employee.

X. Salaried Employees. Includes both exempt and nonexempt nonrepresented employees.

Y. Severance Pay. A week's pay for layoff purposes is equal to the employee's straight time hourly rate times 40 hours. Premium pay for shift differential, overtime, or like payments, is excluded.

Z. Straight-time Pay or Straight-time Earnings. Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.

AA. Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).

PART - 3 - LABOR RELATIONS PROGRAM

The Contractor shall develop and implement labor relations policies that will promote orderly collective bargaining relationships, equitable resolution of disputes, efficiency and economy in operations, and the judicious expenditures of public funds.

A. Collective Bargaining Agreements

1. The terms and conditions set forth in the agreements listed below and any changes or modifications thereto, shall constitute the allowable costs for the contractors' bargaining unit employees. This shall include the bargaining unit members' compensation and benefits for reimbursement and the Agreement(s) are incorporated by reference.

    a. Agreements between BBWI and the Paper, Allied Industrial, Chemical and Energy Workers International (PACE), Local No. 2-652.

    b. Agreement between BBWI and the Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local No. 983.

    c. Agreement between BBWI and the Amalgamated Transit Union, Division 1517, AFL-CIO.

    d. Agreement between BBWI and the Security Police and Fire Professionals of America, Local 3.

    e. INEEL Site Stabilization Agreement and the INEEL Site Construction Jurisdictional Procedural Agreement.

2. Upon receipt of any Union proposals and/or preliminary to any negotiation concerning any collective bargaining agreement or amendment thereto, affecting employees engaged in work under this contract, the Contractor shall meet with DOE or designee(s) for the purpose of developing mutually agreed upon bargaining objectives respecting any significant change in existing labor agreements which can be calculated to affect allowable costs under this Attachment A or which could involve other items of special interest to the Government.

3. The Contractor shall keep DOE advised of significant developments during any negotiations.

4. The Contractor shall promptly advise DOE of labor relations developments that involve or appear likely to involve:

    a. Possible strike situations;

    b. The National Labor Relations Board at any level;

    c. Recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State law;

    d. Any grievance for which the Contractor has received a written intent from the union to arbitrate under a Collective Bargaining Agreement; or

    e. Other significant issues that may involve review by other federal or state agencies.

5. The Contractor will provide DOE notification and an estimate of costs associated with any action by the Contractor under the Labor Management Relations Act of 1947, as amended, and/or involving the National Labor Relations Board.

6. Costs of wages and fringe benefits to employees represented by collective bargaining units, not in excess of those provided in the Collective Bargaining Agreements listed above shall be allowable. All other costs, such as expenses relating to the grievance processing and settlements, arbitration and arbitration awards and other costs and expenses incurred pursuant to the provisions of the Collective Bargaining Agreements and revisions thereto listed above are allowable costs hereunder.

PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES

A. Exempt and Nonexempt Salaried Employees

The Contractor shall submit its Compensation Program to the CO for initial approval and periodic review. Proposed major compensation design changes will also be submitted for review and approval. Administration of wages and salaries under this contract shall be carried out in accordance with recognized wage and salary administration principles. The principles shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditures of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness, allowability and allocability as contemplated by FAR Subpart 31.201.

B. Salary Administration

1. Salary Ranges

   Salary ranges with a minimum, maximum, and midpoint for each job grade shall be established and approved by the CO. Any changes in the salary ranges will be approved in advance by DOE.

2. Red Circle Rates

   Employees paid above the maximum rate for their range can be placed in a "red circle" classification. They shall receive no base salary adjustments until such time as the rate range is increased to include their pay. They will then be eligible for increases that will result in them being paid no more than the maximum for their range.

3. Executive Bonus

   Executive bonus, stock option and all other incentive pay type programs are an unallowable cost under this contract unless specifically approved by the CO.

C. Annual Compensation Increase Plan

1. Each year, sixty (60) days prior to implementing action, the Contractor will develop and justify, in a manner prescribed by the DOE, a Salary Increase Fund Plan for review and approval by the DOE.

2. The funds are a percentage of the respective total exempt and nonexempt eligible payrolls at the end of the prior calendar year (expressed as an annualized amount) and will be the maximum allowed for granting increases for permanent employees due to merit, promotions, adjustments, reclassifications, and step increases.

3. This fund will be based upon such factors as national and local surveys, area rates, and such other criteria as may be pertinent to the establishment of competitive salaries for each occupational group, e.g., scientists and engineers, administrative, technical, and clerical. Each component of the fund, i.e., merit, promotions, adjustments, reclassifications and step increases, shall be justified separately.

4. All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund.

5. The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

6. The dollar amount of the fund shall be subject to review and adjustment by the DOE upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

D. Approval of Individual Salary Actions Over $100,000 Per Year

1. Besides the President's salary actions, the Contractor will submit all proposed salary actions involving individuals with salaries above $100,000 per year, and who report directly to the President, for review and approval by the CO. All actions including increases under the annual merit increase guidelines, as well as salary adjustments, must be approved in advance of the effective date. These actions shall be submitted to the CO on a Compensation Approval form, DOE F 3220.5 at least thirty (30) days in advance of the proposed effective date of the action.

2. For costs incurred after January 1, 1998, compensation of a senior executive in excess of $340,650 is unallowable. This amount, known as the "benchmark compensation amount" is subject to annual adjustments as established by the Administrator, Office of Federal Procurement Policy. Allowable costs of executive compensation shall be determined pursuant to Federal Acquisition Regulation 31.205-6(p).

   Compensation for costs means: the total amount of wages, salary, bonuses and deferred compensation (see FAR 31.205-6(k)) and employer contributions to defined contribution pension plans (see FAR 31.205-6(j)(5) and (j)(8)) for the fiscal year, whether paid, earned, or otherwise accruing, as recorded in the contractor's cost accounting records for the fiscal year. It does not include fringe benefits, such as health benefits, and employer contributions to defined benefit pension plans. If reasonable in amount, these elements of compensation are allowable irrespective of the cap.

   Senior executive means: (1) the contractor's Chief Executive Officer or any individual acting in a similar capacity; (2) the contractor's four most highly compensated employees in management positions other than the chief executive officer; and (3) if the contractor has intermediate home offices or segments that report directly to the contractor's corporate headquarters, the five most highly compensated employees in management positions at each such intermediate home office or segment.

   The base salary for the top contractor management official, to be reimbursed by DOE, will be in accordance with the most recent DOE Acquisition Letter; provided however, the allowable base salary for the top contractor management official in any future acquisition letter shall not be less than what is prescribed in DOE Acquisition Letter, 2000-12, as of July 1, 2002, unless Contractor agrees in writing. This limitation applies to annual salary and any allowable variable compensation. Salary limits will be commensurately less for executives below the top contractor management official.

E. *Premium Pay, Nonexempt Employees*

1. Shift differentials for evening and night work will be paid to shift workers. The evening shift differential will be seven and one-half percent (7.5%) of the straight-time hourly rate, with a maximum of one dollar and fifty cents ($1.50) per hour. The night shift differential will be ten percent (10.0%) of the straight-time hourly rate, with a maximum of two dollars ($2.00) per hour. The differential will be considered part of the basic rate when calculating overtime pay.

2. For employees assigned to an alternate workweek night shift (majority of hours worked fall between midnight and 8:00 a.m.), a night shift differential will be paid. The differential will be 10 percent (10%) of the straight-time hourly rate, with a maximum of two dollars ($2.00) per hour.

3. In certain instances, employees classified as technicians and/or drafter/artists may receive upgrade pay of $1.50 per hour when designated by management to direct the work of other similarly classified employees due to the absence or unavailability of supervision. Such upgrade pay shall not be subject to overtime premium.

F. *Overtime, Nonexempt Employees*

1. The contractor may utilize a variety of compressed workweek schedules in the accomplishment of its work scope so long as such schedules do not violate applicable provisions of the Fair Labor Standards Act.

2. All hours worked in excess of forty (40) hours per workweek will be compensated at time and one-half (1-1/2).

3. When an employee reports for work outside the employee's regular schedule in response to a special request of the Company, provided the request is made after the last regularly scheduled shift preceding the work assignment, the employee may be guaranteed two (2) hours (four (4) hours if called out to site) of pay at straight time under 40 hours or time and one-half over 40 hours in the workweek.

4. An employee who works on his second scheduled day off will be paid time and one-half for hours worked on such day.

5. An employee who is required to work on a holiday shall receive time and one-half (1-1/2) the base pay for all hours worked, in addition to holiday pay that may be due.

6. For nonrepresented employees, all hours paid, except those hours coded to short-term disability, will be counted as hours worked for purposes of calculating overtime.

7. In no event will overtime be pyramided, but will be paid at the highest applicable premium.

G. *Premium Pay, Exempt Employees*

1. An exempt, salaried employee assigned to a regularly scheduled evening, night, or rotating shift for at least four (4) consecutive workdays, or thirty percent (30%) of his work time in a month, may be paid a shift allowance separate from his base pay not to exceed ten percent (10%) of his base rate, with a maximum monthly payment of $541.66.

2. Exempt Security personnel will be paid shift differential in accordance with the pay methodology and percentages approved in a letter dated February 12, 1997, Addendum to Attachment A, signed by the CO, Robert J. Bardsley, on 4/29/97.

H. Overtime, Exempt Employees

1. Because exempt employees are paid on a salaried basis to accomplish the work scope for which they were hired, occasional overtime for exempt employees is generally noncompensable as such.

2. A manager (department manager or above) may approve payment for hours worked by an exempt employee in excess of his/her regular work schedule, provided the overtime is directed and scheduled on a temporary basis to facilitate the accomplishment of assignments in addition to the employee's normal work scope. Before authorizing overtime pay for exempt employees, the overtime will be scheduled and approved in advance by the department manager or above.

3. If the above provisions are satisfied, exempt employees will be compensated for overtime hours worked in accordance with the following:

   a. Time actually worked, holiday hours paid, and hours recorded as court leave (as defined in Part 5 – BENEFIT PROGRAMS AND POLICIES, Section G), will count in determining eligibility for overtime pay. Time worked does not include other paid leave usage or hours spent in transit or on business travel.

   b. Payment for overtime under this Section will be made at the exempt employee's regular monthly salary computed on an hourly basis.

   c. Generally, employees may not schedule personal leave during a period of approved overtime. The need to be absent may be accommodated with flextime where possible.

   d. Exempt employees will be granted compensatory time off for overtime hours worked only after approval of a company compensatory time policy by the CO.

4. Exempt employees working 12-hour shifts will record a minimum of 40 hours each week while working their regularly assigned shift. All compensated overtime hours worked by such employees will be paid at straight-time rates.

5. Exempt employees at reactor facilities who are regularly assigned to shift work as Senior Reactor Operators may be paid at one and one-half times their base rate of pay for all hours worked in excess of 40 hours per week, and for holidays worked in addition to holiday pay that may be due. Exempt employees who are regularly assigned to shift work as Shift Supervisors may be paid at straight time for all hours worked in excess of ———40 hours per week, and for holidays worked in addition to holiday pay that may be due.

6. Exempt Employees serving on an Emergency Response Team may accrue compensatory time or be paid overtime for all hours worked over 40 in a workweek provided they are responding to an actual emergency.

I. Meal Reimbursement

A meal of reasonable cost may be provided employees who are directed by their immediate manager to work outside their regularly scheduled shift as follows:

1. For two (2) or more hours beyond their regularly scheduled shift (one meal).
2. On call-out status for four (4) or more hours (one meal).
3. For two consecutive shifts (two meals).

J. Overtime Management

The contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract. The contractor shall notify the Contracting Officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 4%.

The Contracting Officer may require the submission, for approval, of a formal annual overtime control plan whenever contractor overtime usage as a percentage of payroll has exceeded, or is likely to exceed, 4%, or if the Contracting Officer otherwise deems overtime expenditures excessive. The overtime control plan will be as prescribed in DEAR 970.5204-80 Overtime Management.

K. Severance Pay

1. A regular, full-time employee laid off due to a reduction in force after twelve (12) months recognized Contractor service shall be paid severance pay as follows:

Years of Service Credit	Weeks of Severance Pay
1 yr. but less than 2	1
2 yrs. but less than 4	2
4 yrs. but less than 7	3
7 yrs. but less than 10	4
10 yrs. but less than 15	6
15 yrs. but less than 20	9
20 yrs. but less than 25	12
25 yrs. and over	16

2. If an employee has previously received severance pay in accordance with Section K.1 and is subsequently rehired by the Contractor and is again laid off (not for cause), service credit for purposes of determining severance pay for the latest separation does not include any period of prior service for which severance pay was previously paid. However, an employee who receives severance pay in accordance with Section K.1 and who is subsequently rehired shall be given the option of repaying any portion of his/her severance pay (expressed in weeks) to the Contractor. That returned portion shall be

credited to the individual employee's severance pay account and shall be available for his/her use in the event of subsequent layoffs.

3. An employee who has received severance pay in accordance with Section K.1 and who is rehired, will again be eligible to earn additional severance pay, beginning with the date of rehire, in accordance with Section K.1.

4. Severance pay benefits are not payable to an employee under this contract when the:

    1) Employee voluntarily separates from employment,
    2) Employee is offered employment at the same level of pay with comparable benefits by the successor/replacement contractor,
    3) Employee is offered employment at the same level of pay with comparable benefits with another subsidiary or affiliate of the Contractor/Corporation,
    4) Employee resigns, or
    5) Employee is discharged for cause.

5. Periods of unpaid leave in excess of one year are not included in determining the years of service for purposes of determining the amount of severance pay under K.1. Not withstanding the above, leaves of absence for union business shall be handled consistent with the parties' collective bargaining agreements and leave for Professional Research, Teaching, or Technology Transfer shall be handled in accordance with Section J of this Attachment A.

6. Special provisions for Key Personnel. In determining the Years of Service Credit to be used in calculating severance pay for Key Personnel, only the years of service on this BBWI contract, plus the years of service worked on this or other DOE sites for other DOE Contractors will be used in calculating severance pay. An exception to this special provision is five Key personnel from Battelle or INRA who were on BBWI rolls before this provision was incorporated into the contract. The five employees excluded from this provision when figuring severance pay are J.Ethridge, P.Kearns, P.Phelps, B.Shipp, and R.Jacobsen. (Reference DOE letter CF&AO-PSD-BJB-03-001, dated October 9, 2002)

L. Pay in Lieu of Notice

When an employee is terminated by the company for any reason except "discharged for cause," he may receive pay in lieu of notice up to two (2) weeks if management feels that the employee should not remain on the job after receiving notice of termination, for security or other reasons.

M. Reactor Operations Certification Bonus Program

A certification bonus will be paid to all employees who, at the request of the Contractor, maintain active certifications in the Reactor Operations Certification Program. Employees become eligible for the bonus upon Console certification. The bonuses will be $3,000, $4,500, and $6,000 for Experimental Power Reactor Operators (EPRO), Senior Reactor Engineers, and Assistant/Shift Managers, respectively. Prorated bonus payments will begin the first trimester after certification. An employee certified at two levels will receive a prorated bonus reflecting the period of time the employee was at each certification level. An eligible employee transferring to a noneligible position or terminating during a trimester will not receive a bonus for time spent in an eligible position prior to transfer/termination.

PART - 5 - BENEFIT PROGRAMS AND POLICIES

The employee benefit plans and all amendments thereto, shall be subject to prior CO approval. Related costs, described in this section are approved by DOE for application to employees working on this contract and are reimbursable. In addition, retirees of this and previous contractors may have limited coverage of these benefits.

The plans may be continued from year to year without further DOE approval, even though experience under the plan may result in increased premium cost, providing the benefits are not changed. The Contractor will notify the CO of any change in cost (e.g., premium rates) that is not attributable to a change in benefits.

A. Contractor Service Credit for Purposes of Benefits

1. Contractor service credit shall encompass that period of uninterrupted active service rendered by an employee for the Contractor from the most recent date of employment, with special applications as outlined in this Attachment A.

2. Employees transferring to the Contractor from other contractors participating in the INEEL benefit programs will receive continuous benefit plan credit based upon their credited service as current participants in the INEEL benefit programs. Employees who transfer in from contractors who are not part of the Contractors corporation and who are not participating in the INEEL Benefit Programs will not have prior service credit transferred but will start accruing service based on their service time with the Contractor.

3. Employees transferring to the Contractor from an Affiliated Company will receive prior service credit based on the service credit policies of the applicable parent or subsidiary. Such prior service credit will be applied in accordance with this contract and the Contractor's service credit policies regarding leave accrual and participation in other contractor benefit plans other than the defined-benefit and defined-contribution pension plans. Any credit for prior service (for eligibility, vesting, and benefit calculation) in the defined benefit (retirement) and defined contribution (investment) plans will be determined in accordance with the terms of said plans.

4. There will be no duplication of benefits in allowing prior service credit.

5. Should an employee of the contractor or an Affiliated Company be "laid off" and subsequently rehired within a twenty-four (24) month period, the recognized contractor service credit will be considered continuous, except that a maximum of 12 months will be recognized for the period of layoff.

6. For part-time employees, service credits are calculated based on hours worked and holidays. When 2,080 paid hours are accumulated, one (1) year of service will be credited.

7. Personal leave and short-term disability bank hours privileges for employees acquired as a result of mergers, purchases, trades, transfer from the Contractor's parent or parent's subsidiaries, or other similar methods of acquiring employees, shall be determined as though their continuous service in the acquired operations was service rendered in the employ of the Contractor.

B. Holidays

Eighty hours of holiday will be credited annually and employees will be paid for their regular scheduled hours at their regular base rate.

C. *Personal Leave/Short-Term Disability*

1. Employees, except those on the dump system, will earn personal leave and short-term disability for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such a week according to the following schedules:

	Hours Per Week			Hours Per Year		
Months of Service	PL	STD	Total	PL	STD	Total
0 through 108	2.77	0.62	3.39	144	32	176
109 through 228	3.54	0.62	4.16	184	32	216
229 or more	4.31	0.62	4.93	224	32	256

2. Dump system employees will earn personal leave annually in January as follows:

Months of Service	Accrued Annually
0 through 108	144 hours
109 through 228	184 hours
229 or more	224 hours

Dump system employees will earn short-term disability hours at the rate of 0.62 hours for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such week.

3. Personal leave and short-term disability bank hours for which a part-time employee is entitled is calculated at the rate of one week's accrual for each 40 hours worked as follows:

	Leave Per 40 Hours Worked		
Cumulative Hours Worked	PL	STD	Total
173 through 18,720	2.77	0.62	3.39
18,721 through 39,520	3.54	0.62	4.16
39,521 or more	4.31	0.62	4.93

4. Employees who are assigned to work at the site may earn up to 0.29 hours of additional personal leave for each workweek they are in pay status for not less than one-half of the work hours scheduled for such week.

5. Leave Donation Program: The Contractor may approve the donation of up to 500 personal leave hours by one or more employees to another employee if all of the following conditions are satisfied:

   a. The receiving employee or a member of his/her immediate family (defined to include spouse, parents, and children) is experiencing a serious medical situation that is documented by note from a personal physician, and is expected to result in substantial loss of income.

   b. The receiving employee has exhausted short-term disability bank hours and/or personal leave benefits.

   c. It is anticipated that the receiving employee will be absent from work as a result of the medical situation for a minimum period of 2 weeks.

d. Donor employees do not deplete their own personal leave balances below 80 hours.

e. The donation of hours is documented by signed statements or electronic notes.

Separate and apart from the above, the contractor may approve annually the donation of up to 500 personal leave hours by one or more employees to other employees for reasons approved by the contractor.

6. With the approval of the Director of Human Resources, employees may cash out their PL in the event of financial hardship. Employees who take advantage of this provision may not deplete their PL balance below 40 hours.

D. *Miscellaneous Personal Leave/Short-Term Disability Provisions*

1. Personal Leave Carryover Maximums

Months of Service	Maximum Carryover
0 through 60	200 hours
61 through 120	240 hours
121 or More	320 hours

2. The Contractor may approve the general carryover of personal leave hours in excess of these maximums. Requests to exceed these limits will not be granted unless a compelling extraordinary rationale exists. Such excess carryover must be taken in the next calendar year or be forfeited.

3. All unused personal leave hours in excess of the allowed carryover limits (that are not approved by the Contractor for special carryover) at the end of January of each year shall be canceled and the employee may not be paid for such canceled personal leave.

4. In applying the carryover limits, PL hours that may have been donated to other company employees (but not actually transferred pending final determination of how many hours will actually be needed by the recipient) will not be counted. Additionally, the annual PL accrual on the first workday of January for dump system employees will not be counted when the carryover limits are applied at the end of January.

5. Upon termination for any reason including retirement or layoff (except as noted in Section 5.D.7. below), employees will be paid in lump sum for any personal leave credited but not used. Upon termination for any reason, including retirement or layoff, employees will not be paid for unused short-term disability bank hours.

6. Any employee who transfers from the Contractor to an Affiliated Company will have the option of transferring all or part of his/her unused personal leave to the new employer, depending upon the ability of the new employer to receive this personal leave, or be paid off in a lump sum before transferring.

7. In those situations where an employee transfers to the Contractor directly from an Affiliated Company, the Contractor may recognize the unused sick leave accrued at such other entity on the date of transfer. All payments to the transferred employee for sick leave recognized under this section are an allowable cost to the contract.

8. In those situations where an employee transfers to the Contractor directly from an Affiliated Company, the Contractor may recognize and transfer in the accrued vacation leave from the losing employer. Except in the case of key employees, the contractor will carryover only those amounts up to the amounts recognized for maximum carryover

under this contract (no more than 320 hours). The value of these hours will be paid by check from the losing employer to the Contractor.

9. Individual personal leave carryover limits will be established for all Key Employees. These limits will be the greater of:

   a. The number of personal leave hours that are transferred from the employee's previous employer and recognized by BBWI at the time of hire, or

   b. 320 hours.

   Key employees whose personal leave balances exceed their individually established carryover limits on January 31 will have two years to reduce their balances to a level that does not exceed these limits. Any excess personal leave balance at the end of two years is subject to forfeiture.

10. There shall be no limit to the number of unused short-term disability bank hours that an employee may carry over.

E. *Accident and Illness Plan*

1. General Provisions

   Incidental administrative costs associated with the administration of this program are reimbursable under this contract.

2. Job-Incurred Disabilities

   Employees who sustain on-the-job injuries may be compensated by the contract at their base rate of pay for all hours missed from work on the day of injury.

3. Application of Short-Term Disability Bank Hours

   a. Accumulated short-term disability bank hours may be used as follows:

      (1) If an employee does not have STD insurance and does not qualify for Worker's Compensation benefits, to cover the first six-month period of absence due to an accident or to an illness that lasts more than one calendar week.

      (2) If an employee does have STD insurance or does qualify for Worker's Compensation benefits, to supplement his/her insured STD or Worker's Compensation benefits to 100% of base pay. Use of STD Bank hours in this situation is conditioned on the insurance company's determination of disability. STD Bank hours may also be used to account for absences due to therapy and doctor visits for a maximum of six weeks following the employee's return to full-time employment after an approved STD absence.

      (3) If an employee continues to be disabled for a period longer than six months, to continue wage replacement payments following the cessation of insured STD or Worker's Compensation benefit payments. Use of STD bank hours in these situations is conditioned on the insurance company's determination of disability.

      (4) If an employee has a serious, progressive, long-term illness, to cover related absences in excess of 40 hours in a calendar year. The first 40 hours of illness-related absence must be covered with PL or time-off-without-pay.

b. Accumulated short-term disability bank hours may not be used for absences caused by the need to care for a family member.

F. Death in Family Leave

1. In the event of the death of a qualified member of the employee's immediate family, an employee may be granted death in family leave with pay at employee's regular base rate, up to a maximum of twenty-four (24) hours as required depending upon individual circumstances.

2. Immediate family will cover the employee's spouse or another member of the employee's or spouse's immediate family, including a parent, sibling, child (including legally adopted and stepchild), stepparent, grandparent, grandchild, and son and daughter-in-law.

G. Court Leave

An employee called for jury duty, or who is required by court process to attend court proceedings in which he/she is not a principal nor has any financial interest, will continue to be paid his/her regular base pay for necessary time away from his/her job. The amount of pay received for a court appearance will be returned to the Contractor, less any travel and meal allowance.

H. Military Leave

1. Full-time employees who are in the armed forces of the United States (including National Guard members) and who have short-term military training obligations such as annual training, will be granted 15 working days of leave per calendar year to satisfy their obligations. During this time, the Contractor will pay the difference, if any, between the employee's military base pay and the employee's prorated salary.

2. Military training leave in excess of 15 working days during a calendar year will be granted as leave without pay or as personal leave, at the employee's option.

3. Full-time employees who are members of the National Guard and who are called for emergency duty will be granted up to 160 hours of paid leave per calendar year. During this time, the Contractor will pay the difference, if any, between total Guard Duty pay and the employee's prorated salary for the actual number of working days involved up to the maximum of 160 hours.

4. Any employee who is drafted or volunteers in the armed services of the United States or who is called to active duty as a reservist may, if eligible, choose to be placed on Military Leave or use available Annual Leave credits, as appropriate. Otherwise, unless the employee chooses to terminate employment, the employee will be placed on Military Leave without pay.

5. Employees on military leave are entitled to veteran's re-employment rights as established by Federal Law.

6. Impact of military leave on various insurance, retirement income, and investment plans will be in accordance with the plan descriptions.

7. Time spent on military leave will be considered in computing Contractor service credit.

I. Nonpaid Leaves of Absence - Time Off Without Pay

1. An employee having one (1) or more years of recognized Contractor service credit may be granted a leave of absence without guarantee of reemployment (except in the case of ill health) for a period of not less than fifteen (15) calendar days, nor more than one (1) calendar year for the following reasons:

   a. Illness - Leave of absence may be granted for illnesses of the employee or the employee's family. Three (3) successive extensions of the leave may be granted to cover prolonged illnesses of the employee. However, the employee will be terminated from active employment after one year. An employee on leave of absence for illness is considered a regular employee in all respects except that of receiving salary or wage payments for a maximum period of one year. The employee is expected to apply for reinstatement to an active status as soon as the physical condition of the employee or dependent permits, and shall not engage in any gainful employment for another or for the employee while on leave status unless prior approval to do so is granted.

      Notwithstanding the above, the Contractor shall comply with the provisions of the Family and Medical Leave Act.

   b. Education - An employee may be granted leave to attend a recognized educational institution other than on a part-time basis. Successive extensions of the leave may be granted as necessary for completion of the employee's educational goals. Employees who are granted leave of absence for educational purposes will be terminated from active employment.

   c. Other Personal Reasons - This category includes such reasons as travel, accompanying spouse in college or military service, campaigning for and/or serving in a political office or essential personal affairs. Employees who are granted leave of absence will be terminated from active employment.

2. Recognized Contractor service credit will accrue to the employee during only the first year of leave (provided the employee returns to employment at the end of the approved leave period including extensions).

3. The impact of leave on the various insurance, retirement income, and investment plans will be handled in accordance with the plan descriptions.

4. With proper managerial approval, time off without pay at the request of the employee may be granted to an employee up to a maximum of 120 work hours per calendar year. The Director of Human Resources may authorize exceptions to this provision if the employee's absence is for a purpose that benefits both the Contractor and the employee.

J. Professional Research, Teaching, or Technology Transfer Leave

1. With prior approval of the Contractor, an employee may be granted a professional research, teaching, or technology transfer leave for a period of not more than one (1) year with the potential of up to two (2) one-year renewals for the following reasons:

   a. To accept a professional research assignment in industry or with an academic institution,

   b. To accept a teaching position with an academic institution,

   c. To transfer technology from the INEEL to the industrial community, or

   d. To pursue entrepreneurial activities in conjunction with the founding of a spin-off company.

2. Employees may continue to work for the contractor on a part-time basis while on Professional Leave.

3. For the term of the assignment, the Contractor may approve the maintenance of certain benefits and may pay a salary differential which, when combined with pay received from the research/teaching assignment or technology transfer activities, may not exceed the employee's base pay. Additionally, employees who wish to pursue entrepreneurial spin-off activities and choose to terminate their employment instead of taking Professional Leave may be provided medical benefits at active employee rates for up to one year following termination.

4. The Contractor's policy and procedures for professional leave will be provided to the CO for review.

5. A summary report will be submitted to the CO annually, which includes the names of the employees granted professional leave, the duration of the leaves and any relevant costs.

K. *Approved Leave*

1. Approved leave payable at straight time rates will be available for the following reasons:

   a. Due to facility closures, for bad weather, civil defense exercises, or other DOE approved activities, and for employees participating in certain contractor sponsored employee programs. The Contractor shall have a written policy for the administration of this program.

   b. To account for absences resulting from incident investigations in situations that may result in disciplinary action.

   c. For unavoidable partial day absences of exempt employees who have exhausted their paid leave benefits (including personal leave and/or short-term disability bank hours and advanced personal leave options) and who cannot make up the absence within the same workweek.

L. *Benefit Plans*

1. The Company has in effect the following approved benefit plans that are approved by DOE.

Flexible Benefits Program	Vision Insurance
Retirement Plan	Dental Insurance
Investment Plan	Business Travel Accident
Medical Plan	Life Insurance
Dependent Life Insurance	Long Term Disability Insurance
Flex Spending Accounts	Severance Pay Plan
Short Term Disability Insurance	Pre-Paid Legal Insurance
Long Term Care Insurance	AFLAC Supplemental Insurance
Accidental Death & Dismemberment Insurance	

2. Employee benefit plans may be initiated or changed by the Contractor. However, all new plans and revisions or amendments to existing plans must receive prior DOE approval before the costs will be allowed. The impact of all personnel policies on participation in these plans will be described in the individual plan descriptions.

M. *Defined Benefit Pension Plan and Defined Contribution Pension Plan*

1. Reporting and Plan Design Requirements

Annually, the Plan Sponsor (i.e., the Contractor administering the Plan) shall submit to the CO for each plan copies of the actuarial valuation, the accounting report, the IRS Form 5500 tax package, and all IRS forms in the 5300 series. Accounting for plan assets shall be on an accrual basis market value. Plan assets shall include an accumulation of DOE-reimbursed contributions, Contractor employee contributions, and investment earnings. For purposes of crediting contributions with earnings, the parties to the sitewide benefit pension plan and defined contribution pension plan shall consider all assets fungible. The site defined benefit plans and site defined contribution plans, as well as modifications of them, shall require the approval of the Head of Contracting Activity. The plans shall be qualified plans under the Internal Revenue Code. The break-in-service rules of such plans shall be no more punitive to the plan participants than those Employee Retirement Income Security Act (ERISA) break-in-service rules that apply to single-employer plans.

2. Funding

a. The normal costs, actuarial liabilities, and the required Contractor (or subcontractor) contributions will be computed on the basis of any immediate-gain actuarial cost method that is acceptable to the IRS.

b. Contractor contributions to plan funds shall equal amounts attributable to work performed for the benefit of DOE by current or former Contractor participants in the plans. These contributions shall be based on the actuarial valuation for the most recent plan year. Such contributions shall be subject to the approval of the Head of Contracting Activity. Furthermore, the contribution shall not exceed the greater of the minimum funding requirement or that amount which would fully fund the current liability.

c. (Note: This paragraph only applies to defined contribution plans.) The Plan Sponsor shall credit to DOE all funds not allocable to vested contract service of participants in a defined contribution plan. Thus, the Plan Sponsor shall refund nonvested Department contributions for those employees who withdraw from the plan and all Department contributions paid toward periods beginning on and after the contract termination date. For periods beginning before contract termination, the Plan Sponsor may use such refunds to reduce future Department contributions.

d. In the case of a participant whose employment is transferred on or before September 25, 1998 or on or after October 1, 1999 directly from the Contractor to an Affiliated Company, final average earnings for purposes of calculating the retirement benefit as provided in the Plan Sponsor Retirement Plan Document shall also take into account such participant's earnings attributable to periods of continuous employment with such parent or subsidiary company subsequent to such transfer. The number of participants transferring shall appear as line items in the demographic tables of the annual actuarial valuation. A copy of this information will be transmitted to the CO. In the case of a participant whose employment is transferred directly to the Plan Sponsor from the parent company or subsidiaries, recognized service credit for vesting will be allowed as stated in Part 5, A. Final average earnings for purposes of calculating the retirement benefit as provided in the parent company's or subsidiary's retirement plan document, shall also take into account such participant's earnings attributable to periods of continuous employment with the Contractor subsequent to such transfer.

Participants whose employment is transferred (after September 25, 1998 but before October 1, 1999) between the Contractor and an Affiliated Company, upon retiring or otherwise terminating employment from the entity to which last transferred, shall be considered for pension purposes as having performed their entire service from that entity. Assets and liabilities shall be transferred to the defined benefit plan of the receiving entity as of the valuation date following the date of transfer. The amount of assets to be transferred shall equal the sum of the funded portion of the actuarial liability of each transferee, where the funded portion is based on the funding status of the active pension plan participants for the entity to which the employees are transferred. In no event shall the amount of such asset transfer be less than the amount required under Section 414(1) of the Internal Revenue code. The transferred assets and the number of transfer shall be itemized in the actuarial valuation report.

e. The funding vehicle for any qualified plan shall be a trust.

f. If the defined benefit plan has multiple sponsors, then each sponsor agrees to:

(1) guarantee any employer liabilities at time of withdrawal with corporate assets, or

(2) immediately satisfy any employer liability at time of withdrawal.

3. Procedures for Certain Events

a. Assumption of Contract - The Plan Sponsor assumes sponsorship of each plan on behalf of those of its employees who are performing contract service by virtue of accepting the contract.

b. Termination or Expiration of Contract - Depending upon the situation, the following procedure shall apply to each plan:

(1) No Replacement Contractor - In the event the contract expires or is terminated without a replacement contractor, all accrued benefits for Contractor employees shall become 100 percent vested immediately regardless of the plan's vesting schedule. If a plan termination is unavoidable, the parties to the contract shall follow the procedures in Termination of Plan below. A plan termination shall not occur without the prior approval of the Head of Contracting Activity.

(2) Replacement Contractor - When there is a replacement contractor, the Contractor shall help the replacement contractor become a Plan Sponsor. The Contractor shall receive no assets from the plan or from DOE.

c. Termination of Plan - If a plan terminates, the Plan Sponsor shall determine the value of plan liability. Consistent with any applicable law, any excess of plan assets over plan liability shall revert to the Department within twelve months of plan termination. Until such reversion, interest shall accrue at the treasury rate. Conversely, the Department shall reimburse the plan any excess of plan liability over plan assets. However, the Department subjects such reimbursement to the availability of funds. The liability of a defined contribution plan shall be the sum of the individual accounts. The liability of a defined benefit plan shall be the sum of the values of immediate annuities and deferred annuities resulting from a nonparticipating group annuity purchase from the lowest-bidding insurance company. For this purpose, the Plan Sponsor shall submit to the Head of Contracting Activity for approval or disapproval the annuity purchase bids from no fewer than ten reputable insurance companies. When a defined contribution plan terminates, the Plan Sponsor shall inform the plan participants of their right to roll their individual accounts over into alternative investments and of the consequences of their failing to do so. A plan termination shall not occur without

the prior approval of the Head of Contracting Activity. Whenever possible, if a plan termination accompanies a contract termination, the Plan Sponsor and the Department shall arrange for the transfer of plan assets to a high-grade, short-term investment fund until all liabilities are discharged. Any assets remaining after discharge of all plan liabilities shall revert to the Department. Such transfer shall not occur without the prior approval of the Head of Contracting Activity.

d. Continuance of Contract - Under a continuing contract, no change to a plan shall diminish plan assets, accrued benefits, or change valuation and accounting procedures for those assets. If a change to the plan is unavoidable, the Plan Sponsor shall guarantee with corporate funds those plan assets placed at risk by the change. No such change shall occur without the prior approval of the Head of Contracting Activity.

N. *Medical Benefits Program for Displaced Workers*

1. The cost of premiums for medical insurance covering contractor employees separated from employment subsequent to September 27, 1991, in connection with a work force reduction resulting from the rightsizing of activities, will be reimbursable (in accordance with guidance published by DOE) provided the employee was:

   a. eligible for medical insurance coverage under the contractor's plan at the time of separation from employment; and,

   b. not eligible for coverage under another employer's group health plan or under Medicare since the date of separation.

O. *Service Awards*

Service awards will be granted based on a service award program approved by the CO.

Costs for this program will be paid for out of the monies allocated in Part 6, Section 6.J.

P. *Health & Welfare Benefits For Bechtel Executives*

The Health & Welfare Benefits For Bechtel Executives is limited to a select group of Bechtel Executives. The individuals, and other participating executives who may be assigned to the Contractor in the future, will remain in the Health & Welfare Benefits for Bechtel Executives and will not participate the INEEL Health & Welfare Plans.

Cost for the Health & Welfare Benefits for Bechtel Executives is an allowable cost up to an amount equal to the cost of the INEEL Medical, Dental, Life and Accident Insurances for the employee and dependents.

PART - 6 - EMPLOYEE PROGRAMS

A. Contractor-Directed Training Programs

1. The Contractor may send a reasonable number of employees to technical meetings, professional society meetings, seminars, conferences, specialized training courses, etc., when, in the opinion of the Contractor, participation at such functions may contribute to the performance of the work under this Contract.

2. Off-site, specialized training in excess of three (3) months per person will be subject to the prior CO approval on a case-by-case basis.

3. Employees participating in such functions will receive their regular salaries or wages.

4. Travel expenses, including registration and enrollment fees, conference meals, and other necessary and related conference expenses will be allowed when authorized by the contractor and supported by paid receipts.

B. Contractor-Endorsed Training Programs

1. Upon obtaining CO approval of the program the Contractor may participate in the cost of continuing education activities of its employees, provided such activities are job-related, and are successfully completed.

2. In addition to the training offered to employees on the job, the contractor may, organize and conduct an off-the-job voluntary training program for the benefit of its employees in furtherance of its work under the Departments Programs. Any program so established may include training at all educational and/or skill levels from vocation education through college courses of professional and/or technical nature.

3. The costs of such programs include, but are not necessarily limited to, organizational and administrative expenses, expenses incurred in obtaining facilities for use in the program, and Contractor-authorized travel expenses incurred by officials of participating education institutions.

C. Education Programs Funded by the INEEL Education Department

1. For courses and programs funded by the INEEL Education Department, the Contractor will pay tuition, course-related fees, and the cost of required instructional materials of employees attending Contractor-approved courses and programs, and will pay the instructors and provide management of the program.

2. Employees will be required to sign a payroll deduction authorization form that may be used by the Contractor to recover costs should the employee fail to successfully complete the course or to attain a grade of at least a "C" or its equivalent. Reimbursement to the Company will not be required for the current semester under the following circumstances:

   a. The employee is laid off or otherwise involuntarily dismissed from employment (other than for cause).
   b. The death of the employee.
   c. The serious illness of the employee or the employee's spouse or child, as determined by the Company.
   d. The death of the employee's spouse or child.
   e. Other circumstances as approved by the Contracting Officer.

3. Employees who audit a course will be required to attend at least eighty percent (80%) of the total number of sessions given in order for costs associated with the course(s) to be paid by the Contractor. Reimbursement to the Company will not be required for the current semester under the following circumstances:

   a. The employee is laid off or otherwise involuntarily dismissed from employment (other than for cause).
   b. The death of the employee.
   c. The serious illness of the employee or the employee's spouse or child, as determined by the Company.
   d. The death of the employee's spouse or child.
   e. Other circumstances as approved by the Contracting Officer.

D. *Other Education Programs*

1. Reimbursement for correspondence courses taken by Occupational Medical Program physicians participating in the Masters of Public Health Program offered through the Medical College of Wisconsin will be one hundred percent of the reasonable costs of the course.

2. The Contractor will cover costs of tuition, course-related fees, and required instructional materials for courses at accredited educational institutions that are not funded by the INEEL Education Department. Also covered are fees associated with acquisition of academic credits through the successful completion of college level examination (CLEP tests).

   Employees will not be reimbursed for tuition, course-related fees, and required instructional material should the employee fail to successfully complete the courses or to attain a grade of at least a "C" or its equivalent.

E. *Education Degree Program*

1. Regular full-time employees of the Contractor are eligible to apply for the Program, with their immediate manager's and Human Resources' approval. Employees approved for this program must be in pay status a minimum of 20 hours per workweek to maintain their full-time employment benefits. In addition, the employee shall be a full-time student at an accredited university.

2. Educational expenses such as tuition, course-related fees, and required instructional material will be allocated as in the Education Programs funded and non-funded by the INEEL Education Department provided the employee maintains a 2.5 grade point average for bachelor degree, or 3.0 grade point average for masters or doctorate degree.

3. Acceptance in this program is dependent upon a signed agreement between the employee and the Contractor that the employee will repay all expenses if she/he does not complete a total of five years of service with the contractor, at least one of which must follow completion of or withdrawal from the program. Hours actually worked during time spent in the program will be credited toward the five-year employment requirement.

F. *Reimbursement for Professional Fees, Dues, and Licenses*

Criteria for Reimbursement - Employees who obtain a professional license will be reimbursed, providing that they obtain prior approval from their immediate manager. Reimbursement is limited to those licenses granted by the Idaho Board of Professional Engineers and Land

Surveyors, the Idaho Board of Registration for Professional Geologists, the Idaho Occupational License Bureau (Environmental Health and Health Physics Specialist only), the American Industrial Hygiene Association, the American Board of Health Physics, the American Society of Safety Engineers, and other certification agencies as may be required by business necessity for contract work. Files on all approved expenditures will be maintained by the Contractor in such a manner as to be readily accessible for audit. The amount of reimbursement will depend on the following criteria:

1. When an employee is required to be licensed or certified by a rule or regulation of the Department of Energy, the employee will be reimbursed 100% of the initial and renewal application, examination, license, and travel expenses, provided the examination is passed.

2. When an employee is not required to be licensed or certified by a rule or regulation of the Department of Energy, but it is in the best interest of the government to have the employee obtain such license or certification, the employee will be reimbursed at 50% provided the examination is passed. Reimbursement is limited to the initial license; annual license renewal fees are not covered. In the event an employee who received a reimbursement of 50% is promoted or transferred to a position that requires a license, no retroactive reimbursement will be allowed, but annual renewal fees will be paid.

3. The contractor may participate in the cost of Professional Certification for a reasonable number of employees when in the opinion of the contractor; attainment of said certification may contribute to the performance of work under this contract.

4. Professional certification may include but is not limited to National Management Association Certification, Professional Secretary Certification, Professional Project Management, and Certified Professional Hazardous Waste Management.

5. Cost of sitting for the Professional Certification Examination may include travel expenses and fees. As long as the examination is passed, costs are reimbursed to the employee at 50% for the initial examination. Annual renewals are not covered.

G. *Occupational Medical Program Dues and Fees*

1. Occupational physicians will be reimbursed for fees and dues equal to the amount billed for membership in the American Medical Association, American Occupational Medical Association, Idaho Medical Association, Idaho Falls Medical Society, and one (1) specialty society if the physician is Board certified. In addition, Idaho State Board of Medicine Licensure fees are allowed.

2. Occupational clinical psychologists will be reimbursed for fees equal to the amount paid to the State of Idaho's Occupational License Bureau for the purpose of obtaining professional licensure.

3. Appropriate medical care providers in the Occupational Medical Program may be reimbursed for membership in the following medical professional societies: Occupational Clinical Psychologists, Occupational Registered Pharmacists, Occupational Physician Assistants.

4. Occupational registered pharmacists and the Director of Nursing will be reimbursed for fees equal to the amount paid to the State of Idaho's Occupational License Bureau for the purpose of obtaining professional licensure.

5. In the event an employee of the Occupational Medical Program leaves the employment of the Contractor after being reimbursed for any of the above fees and dues, the Contractor will require a pro rata return of such reimbursement in an amount equal to the

proportion of the calendar year during which the employee was no longer in the employment of the contractor.

H. Attorney Dues and Fees

1. Attorneys will be reimbursed for all fees required to practice law on behalf of the Company. In addition, the expense of "one" membership in the American Bar Association will be a reimbursable item.

2. In the event an attorney leaves the employment of the Contractor after being reimbursed for the above fees and dues, the Contractor will require a pro rata return of such reimbursement in an amount equal to the portion of the calendar year during which the employee is no longer in the employment of the Contractor.

I. Retraining for Displaced Employees

Salaried and hourly employees whose jobs are likely to be eliminated due to changes in the contractor's scope of work or budgetary reductions may be offered opportunities for retraining. Retraining programs will be designed to provide occupational skills, which are in demand by the contractor or by other employers locally, regionally, or nationally, as appropriate. Where possible, training will be sufficient to make the individual employable at his or her current level of pay or in a field with prospects for advancement to this level in a reasonable period. Tuition payments for courses to qualify displaced employees for outside employment may be approved by the contractor. Retraining for outside employment may be conducted during working hours under programs approved by DOE.

J. Employee Recreation, Morale, Recognition Programs and Activities, and Safety Programs and Awards

The company may establish and maintain programs to boost morale, promote goodwill, to recognize and award employees for performance and service, and to cover safety programs and awards. The cost of the program will be limited to a predetermined percent (with prior CO approval) of the annual base payroll per year. Activities will be consistent with FAR 31.205-13. The allocation of monies to various activities will be at the discretion of the Contractor.

K. Research and Development (R&D) Innovation Program

1. The innovation in the field of R&D Award program will involve evaluation of the research performed based on the originality of the idea, quality of the research, and the potential benefit to the INEEL. A maximum of ten (10) awards will be made each fiscal year.

2. The employee or team submitting the most innovative idea will receive a cash award of $2,500, and an appointment to the board reviewing the next year's submittal.

3. Special recognition awards (maximum of ten) may be received by employees or teams who clearly demonstrated innovativeness in research. The total cost of these awards will not exceed $1,000 each.

4. Should no projects be deemed worthy of special recognition in any given year, no awards will be given.

5. Any improvements or innovation that requires a contract change or waiver to a design or regulatory requirements is subject to approval by CO prior to issuing an award.

L. *Contractor Workplace Substance Abuse Program*

Contractor shall submit to the CO for approval a written Workplace Substance Abuse Program consistent with the minimum requirements of 10 CFR part 707, Workplace Substance Programs at DOE sites, and provides for baseline services including education awareness programs on the hazards of using substances in the DOE workplace; supervisory training on their responsibilities with impaired employees; and Employee Assistance Program services. Where testing designated positions have been identified, contractors must include a testing program that meets the requirements of the Department of Health and Human Services Mandatory guidelines and 10 CFR part 707.

M. *Employee Assistance Program*

1. Contractor shall submit for approval by the CO an employee assistance program implementation plan consistent with the requirements listed in DOE Order 350.1.

2. The program shall provide for preventive services, education, short term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training. A description of the Employee Assistance Program services shall be included in the contractor Substance Abuse Plan. In addition, the Employee Assistance Program shall provide services for other medical behavioral, mental, emotional or personal problems of employees and dependents.

N. *Inventions and Discoveries*

1. The Contractor will pay employee inventor(s) the following amounts upon the filing of an original, division, continuation or continuation in part application for and the issuance of a patent:

	Payment Per Employee	
Number of Inventors	Application	Issuance
1	$300	$700
2	$200	$600
3 or more	$150	$500

2. The Contractor will implement procedures to reward employee inventor(s) by sharing with them a minimum of 25% of the gross amount of royalty receipts from licenses or any other non-monetary consideration received from the licensing program.

3. Upon DOE review and approval, the Contractor may implement other, and additional, employee reward programs utilizing the royalty revenues. Such reward programs will be set forth in the Contractor's operating procedures per contract clause H.26 and H.27.

4. Inventors' Luncheon. The Contractor is authorized to have an annual luncheon for the purpose of honoring employee inventors who have had patents issued in their name. Reasonable expenses for the luncheon function shall be reimbursable costs under the contract.

5. Employee/Inventor's Organization. The Contractor may encourage and/or cause the formation of an organization whose membership is comprised of employee inventors. Such an organization may undertake programs, communications and/or publications of interest to the membership. The Contractor may expend up to $20,000/year to support the activities of such an organization.

PART - 7 - TRAVEL and RELOCATION

A. General

Except as noted below, allowable costs for business travel, subsistence, and relocation expenses of employees will be in accordance with the Federal Acquisition Regulations, the Department of Energy Acquisition Regulations, and the Federal Travel Regulations as they apply to government Contractor employees. Employees will be paid travel and relocation allowances in accordance with this Attachment A and the Bechtel B&W Idaho Employment Conditions as submitted and approved by the CO.

B. Business Travel

1. Reimbursement is allowed for brief personal calls to an employee's family or residence within the United States while the employee is in travel status for more than one night. An average of one call per day, not to exceed $4.00 per call, or $12.00 per trip for each 7-day period of a single trip, will be reimbursed.

2. Contractor will put in place controls that apply when the use of actual lodging expense reimbursement (up to 300% of the maximum per diem rates) is warranted and approved:

   a. Contractor will, to the maximum extent possible, use lodging facilities that offer FTR per diem lodging rates to contractor employees. Business trips where lodging exceeds the established FTR per diem rates should be kept to a minimum.

   b. When lodging at FTR rates is unavailable and higher cost lodging is used, lodging waiver forms including justification and preparation date will be completed.

   c. Contractor will submit a report at time intervals specified by the DOE-ID Financial Services Division providing the following information:

      i. The total number of business trips during the month and the total lodging costs for these trips, and
      ii. The number of business trips where lodging costs exceeded the maximum per diem rate plus city and local taxes, and the total lodging costs for these trips.

   d. If deemed necessary, the CO will establish a maximum percentage of trips where lodging claims may exceed established FTR rates (plus taxes).

C. Temporary Assignments

1. Assignments to the Washington D.C. area will be in accordance with DOE O 350.2A and established DOE-ID policy.

2. Assignment of an anticipated period of 365 days or less but more than 30 days will be considered temporary. Reimbursement will be made as regular business travel for trips of 30 days or less; however, for trips of 31-90 days, the contractor may evaluate the most effective approach to determine whether business travel or a temporary assignment is appropriate. Employees on temporary assignments will be paid on a per diem basis, (in accordance with paragraph 5 below), for the entire term of the assignment.

3. Unless approved otherwise by the CO, a temporary assignment will be reclassified as a permanent assignment if it exceeds 12 months.

4. An employee on temporary assignment may be permitted to ship up to 2,500 net pounds of personal effects to the assignment location and 2,500 net pounds from the assignment

location. In lieu of shipping, the company may reimburse employees for the cost of a rental trailer. Reimbursement of rental trailer costs cannot exceed the cost of shipping 2,500 pounds to and from the assignment location.

5. Employees on temporary assignment shall receive full lodging, meals and incidental expense per diem in accordance with established business travel reimbursement policies for the first 60 calendar days of the temporary assignment or until semi-permanent housing is obtained. After the first 60 days or after semi-permanent housing is obtained (whichever occurs first), the allowance for lodging, meals, and incidental expenses will be reduced to 65 percent of full per diem rate for the location of the assignment. While on full per diem, receipts for lodging expenses will be required. No receipts will be required for reimbursement once semi-permanent housing is obtained or 60 days has expired.

6. The lodging portion of the per diem allowance for temporary assignees will not be disallowed except when an absence from the temporary assignment location is sufficiently long to warrant termination of lodging arrangements.

7. While on temporary assignment, employees may be eligible to receive one return trip home each consecutive four-week period provided business travel has not provided otherwise. An employee's spouse or other immediate family member may be sent to the temporary work location in lieu of a return trip home provided the action is at least cost neutral to the customer.

8. An employee whose house is vacant due to the assignment may be reimbursed for reasonable and actual home maintenance and/or lease management expenses up to a maximum of $100 per month.

D. *New Hires and Permanent Transfers*

1. Relocation expenses will be allowable for all new hires into exempt positions as well as nonexempt Experimental Power Reactor Operator job classifications. This provision is not intended to apply to those nonexempt employees or nonexempt new hires whose skills are readily available within local market areas or where transfer would not add significantly to the contract work.

2. In all relocations there may be no duplication of time or expenses between transfer relocation allowance, interim living expenses, or home search expenses.

3. Except for relocation costs, employees on a permanent assignment are not eligible for per diem. When the assignment is to a new area with a higher cost of living, higher than the area he/she is departing, the employee may receive a cost of living allowance for up to two years. The amount of the allowance will be based on an agreed to amount between the contractor and the CO.

4. Costs incidental to the sale of the residence are allowable costs so long as they are included with all other additional home sales costs not to exceed 14 percent.

5. The company may provide assistance to new hires or transferring employees in selling their former residences and/or buying new ones when moving to new work locations at the request of the company.

6. Rental costs of a car trailer or truck for transportation of the employee's household furniture and effects at a cost not to exceed the amount that would be charged by a commercial carrier is allowed. If employees haul their own trailer, reimbursement may be made in accordance with the mileage rates contained in the FTR, not to exceed the amount that would be charged by a commercial carrier.

7. If relocation to the new work location does not occur simultaneously with the employee's report to work, the employee is eligible for one round trip to the point of origin to assist with packing and loading of his/her household goods and personal effects with CO approval. Employee will be given a maximum of five working days.

E. Foreign Travel/Assignments

1. Travel expenses associated with foreign business travel will be in accordance with applicable FAR, DEAR, and FTR guidelines.

2. Relocation expenses associated with foreign assignments will be negotiated on a case-by-case basis.

F. Travel Restrictions

1. For contractor travel expenses incurred on or after October 1, 2000, through September 30, 2001, a ceiling limitation of **$8.418M** shall apply to all reimbursements made for contractor travel expenses under this contract for Energy and Water appropriated travel funds (both direct and indirect). Expended funds, which exceed the established ceiling, will be unallowable.

2. Notwithstanding any other provisions of the contract, the contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred on or after October 1, 2000, and before October 1, 2001, which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. To the extent that this contract provides elsewhere for the reimbursement of employee travel costs which exceed the rates and amounts that apply to federal employees under subchapter 1 of Chapter 57 of Title 5, United States Code, the preceding limitation on reimbursement of employee travel costs applies to costs incurred on or after December 1, 2000, and before October 1, 2001. Costs that exceed these rates and amounts will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.

3. Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:

   a. Federal Travel Regulations (FTR) for travel within the 48 states;

   b. Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or

   c. Standardized Regulations (SR) for travel allowances in foreign areas.

4. Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to contractor travel.

5. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

PART - 8 - MISCELLANEOUS POLICIES

A. *Participation in Association Activities*

1. Cost incurred as a result of participation in the activities of technical, professional, and business associations will be allowed, as indicated below, when such participation is beneficial to the work under this contract and does not interfere significantly with the employee's primary assignment under this contract.

2. The costs allowed will be as follows:

   a. Salaries while participating in these activities.

   b. Registration fees for attendance at conventions, conferences, expositions, and other meetings; such fees to include only the minimum requirements for attendance.

   c. Travel expenses connected with the attendance mentioned immediately above; such expenses to be in accordance with the approved travel policies stated elsewhere in this Attachment A.

   d. Incidental costs of materials and services incurred in preparing papers and reports related to attendance at conventions, conferences, expositions and other meetings.

3. The National Management Association is one such organization that has been approved. Allowable costs will be handled in accordance with the above guidelines.

B. *Personnel Borrowed*

The cost associated with Corporate employees not working for the Contractor, such as internal auditors and other Corporate employees, borrowed for incidental work under this contract is reimbursable. Reimbursement for the time such employees work under this contract will be allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract will include the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel will be allowed on the same basis as for employees working on the contract.

C. *Personnel Loaned*

The Contractor may loan individuals working under this contract to other operations of its corporation for less than 30 days without CO approval as long as this does not interfere with the performance of contract work and does not result in costs to the government. Prior CO approval will be obtained for all individuals that are loaned beyond 30 days.

D. *Employee Publications*

The Contractor is authorized to publish and/or provide to its employees one (1) Corporate publication and such local employee newspapers or other publications as may be mutually agreed upon between the Contractor and CO.

E. *Protective Clothing*

1. Protective Clothing Expense

   a. Employees who are required or allowed to wear special clothing, shoes and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals or radioactive contamination, guard exercise clothing, etc., are furnished such items at no cost to the employees.

      Laundering of such special clothing may be done at no cost to the employees.

   b. Safety glasses or goggles may be provided for all employees. Prescription safety glasses may be provided for those employees who require corrective lenses as approved by their supervisor.

2. Loss of, or Damage to, Employees' Clothing and Personal Effects

   Employees may be reimbursed for clothing and personal effects damaged or destroyed on plant or laboratory premises as a result of fire, explosion, radioactive contamination, or other similar incidents, under circumstances in which the employee is not negligent in failing to use protective clothing. Reimbursement is made only for cost not covered under other insurance.

F. *Security Suspension Pay*

1. If the access authorization of an employee is suspended by direction of the Manager, Idaho Operations Office, the Contractor shall transfer the employee to perform work not requiring access if such work is available. If a determination is made by the Contractor that no work is available in an uncleared area to which the employee may be transferred, the Contractor shall prepare a written report for the review and concurrence of DOE, setting forth the reasons for the determination. Subject to the CO's concurrence with such determination, the Contractor shall place the employee on leave with pay at the employee's current base compensation until the employee is notified in writing of the Hearing Officer's recommendation. If the Hearing Officer recommends revocation of access authorization the employee shall be placed on leave without pay. If the Hearing Officer recommends continuation of access authorization, payment of the base wage shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.

2. In the event the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by the employee on the position from which transferred, and such compensation shall continue until the employee is notified in writing of the Hearing Officer's determination. If the Hearing Officer recommends revocation of access authorization, compensation will be adjusted to the rate applicable to the job being performed. If the Hearing Officer recommends continuation of access authorization, the base wage previously received shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.

3. If at any stage of the access authorization procedure following a suspension, the employee's access authorization is reinstated and returns to work in the same or comparable position, the employee shall be reimbursed for net loss of base earnings during the period of suspension.

G. *Medical Examinations*

The Contractor may authorize or require any employee or prospective employee to submit to a medical examination when such examination is considered advisable. Costs of such examinations are reimbursable.

H. *Personnel Recruitment*

Reasonable and necessary expenses incurred in the recruitment of personnel, including but not necessarily limited to expenses for help wanted advertising; employment offices; travel of employees on recruiting assignments; preparation of booklets and other recruiting material; and, with the prior approval of the CO, the use of employment agencies or executive search organizations at rates not in excess of standard commercial rates, shall be allowable. The Contractor will include expenditures for attracting qualified women and minority candidates in its recruiting budget. Additionally, costs will be allowed for travel and per diem for the spouse of a prospective employee on an interview trip, with the prior approval of the director of Human Resources.

I. *Employee Association*

The Employee Association is a nonprofit organization of Contractor employees that promotes and sponsors social, education, recreational, and other matters of common interest for members in order to create an atmosphere conducive to good fellowship and high morale. It also sponsors and participates in fund-raising activities for a charitable purpose. These costs will be allowable only with prior approval of the CO.

J. *Key Employees*

1. It has been determined that certain "Key Personnel" are necessary for the successful performance of this contract. In accordance with the clause in Section I of this contract entitled "Key Personnel," the Contractor agrees to assign, at the time requested by the DOE, such employees into these or other positions to perform the work of this contract and shall not assign nor remove any such employees without the prior consent of the DOE-ID Procurement Director. The Contractor agrees not to bid any key personnel on any DOE contract during the duration of this contract without prior DOE-ID Procurement Director approval.

2. The top level organization chart and a list of key management positions have been submitted by the Contractor and approved by DOE; any changes, additions, or deletions to designated key management positions will be approved in advance by the DOE-ID Procurement Director in accordance with the clause in Section I of the contract entitled "Key Personnel."

3. The manager of Internal Audit shall remain a corporate employee to enhance independence. Allowable costs for this corporate employee shall be reimbursed under the contract.

K. *Community Relations*

1. The Contractor may make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the Idaho Falls area toward achieving civic goals (e.g. Bond drives, charitable drives (e.g., United Way), participation in energy-use reduction studies, city councils, and school boards). Participation in activities of service organizations will not be included under this heading.

2. The Contractor may also conduct appropriate community relations activities for the purpose of assisting in the recruitment and retention of qualified personnel. Examples of programs which come under this provision are exhibits at science and technical shows, universities, career fairs, and related activities; slide presentations to special interest groups showing opportunities in energy fields and at the site in particular; on-site tours for local organizations; and presentations to enhance interest in technical careers. The Contractor is authorized to conduct, participate in, and support events to educate the INEEL and community on issues dealing with a culturally diverse population; to promote a quality work life environment by providing information to educate and encourage women and minorities in the workplace; and to remove discriminatory stereotypes. These events, such as Women's Career Day and Cultural Awareness Week, include award items for speakers and chairpersons as well as an honorarium and expenses for the keynote speakers.

3. The salaries, wages and fringe benefits of employees while engaged in such approved activities will be allowable costs. Any commitment of labor will have the prior approval of the Contractor's President or designee.

L. *Workforce Restructuring*

1. The Contractor will comply with the requirements of the Idaho Operations Office Work Force Restructuring Plan, which implements Section 3161 of the National Defense Authorization Act of Fiscal Year 1993. Costs associated with the implementation shall be allowable in accordance with the approved plan.

2. Where a work force restructuring plan has been approved by the Department, that plan will be followed for all restructuring actions for the time frame and numbers approved in the plan. Otherwise, where a change in the nature or structure of the Contractor's work force may effect 50 or more employees within a 12 month period, the Contractor shall provide such information as directed by the Contracting Officer or his designee to enable compliance with section 3161 of the National Defense Authorization Act for Fiscal Year 1993 and pertinent DOE guidelines and directions.

3. For all restructuring activities, the Contractor will give the Idaho Operations Office at least 15 days advance notice.

SCHEDULE A-1

LISTING OF KEY PERSONNEL

KEY POSITION	NAME
President and General Manager	DIVJAK, Paul H.
Vice President and Laboratory Director	KEARNS, Paul K.
Vice President/Project Manager, Idaho Completion Project	RUSSO, Frank M.