

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   3	
2. CONTRACT NUMBER <b>89303323DEM000088</b>		3. SOLICITATION NUMBER 89303318REM000015	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED B D ( FB ) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/06/2019	6. REQUISITION/PURCHASE NUMBER <b>23EM000397</b>
7. ISSUED BY EM -Environmental Mgmt Con Bus Ctr (EMCBC) U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202		CODE 893033	8. ADDRESS OFFER TO (If other than Item 7) See L.16		

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

**SOLICITATION**

9. Sealed offers in original and See L.16 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1400 ET local time 04/22/2019  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL:</b>	A. NAME Lori A. Sehlhorst	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS lori.sehlhorst@emcbc.doe.gov
	AREA CODE 513	NUMBER 846-8498	EXT.		

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 395 calendar days after the required due date for final proposal revisions in response to Amendment 0006, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	See Continuation Page			

15A. NAME AND ADDRESS OF OFFEROR	CODE 1D415	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  Lisa McLeod Senior Director of Contracts
Centerra Group, LLC 13530 Dulles Technology Drive, Suite 500 Herndon, VA 20171				

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE <i>Lisa McLeod</i>	18. OFFER DATE 12/14/2022
AREA CODE 703	<input type="checkbox"/>	NUMBER 652-3222	

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$1,007,001,889.00	21. ACCOUNTING AND APPROPRIATION See schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Lori A. Sehlhorst	27. UNITED STATES OF AMERICA <b>LORI SEHLHORST</b> Digitally signed by LORI SEHLHORST Date: 2023.01.12 10:36:20 -05'00' (Signature of Contracting Officer)		28. AWARD DATE 01/12/23

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous editions are obsolete. Public Release Review

No: DOE-ROI-54792

Approved for Public Release

STANDARD FORM 33 (Rev. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
89303323DEM000088

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NAME OF OFFEROR OR CONTRACTOR  
Centerra Group, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: H4H3J7SJCT76 Savannah River Site Paramilitary Security Services Payment: Accounting Info: 01250-2023-36-410225-25231-1111166-0001765-0000000 -0000000 Fund: 01250 Appr Year: 2023 Allottee: 36 Report Entity: 410225 Object Class: 25231 Program: 1111166 Project: 0001765 WFO: 0000000 Local Use: 0000000				
00001	Transition Period (60 Days) Line item value is: \$67,131.00 Incrementally Funded Amount: \$63,631.00				67,131.00
00002	Protective Forces Services (Base Period) Line item value is: \$469,049,987.00 Incrementally Funded Amount: \$266,369.00				469,049,987.00
00003	Additional Assignment in Accordance with PWS (Base Period) Obligated Amount: \$0.00				5,000,000.00
00004	Protective Forces Services (Option Period 1) Amount: \$311,451,953.00 (Option Line Item)				311,451,953.00
00005	Additional Assignment in Accordance with PWS (Option Period 1) Amount: \$3,000,000.00 (Option Line Item)				3,000,000.00
00006	Protective Forces Services (Option Period 2) Amount: \$216,432,818.00 (Option Line Item)				216,432,818.00
00007	Additional Assignment in Accordance with PWS (Option Period 2) Amount: \$2,000,000.00 (Option Line Item)				2,000,000.00

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**SF 33 Continuation Page**

Block 14, Acknowledgement of Amendments:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0001	March 22, 2019	0005	January 04, 2021
0002	April 08, 2019	0006	December 01, 2021
0003	April 24, 2019	0007	December 14, 2021
0004	May 18, 2020	0008	December 14, 2022

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**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement.

**B.2 DOE-B-2002 COST PLUS AWARD FEE CONTRACT: TOTAL ESTIMATED COST AND AWARD FEE (OCT 2014)**

(a) This is a Cost-Plus-Award-Fee type of contract. The total estimated cost and award fee are as follows:

Total Estimated Cost: \$945,025,486 (excluding IDIQ)

Maximum award fee: \$51,976,402

(b) The Total Estimated Cost and Fee of the contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is illustrated in Table B.3.2.

(c) Payment of fee will be made in accordance with *Section J, Attachment J-6, Award Fee Plan*.

**B.3 CONTRACT COST AND FEE**

(a) This is a performance based contract that includes Cost-Plus-Award-Fee (CPAF) and Cost Reimbursable (CR) (non-fee bearing) and Indefinite-Delivery Indefinite-Quantity (IDIQ) type Contract Line Item Numbers (CLINs).

(b) The Contract consists of the following CLINs:

<b>Table B.3-1 Contract CLINs</b>		
<b>CLIN</b>	<b>CLIN Title</b>	<b>TYPE</b>
0001	Transition Period (60 Days)	CR (no fee)
Base Period (4 Years, 10 months)		
0002	Protective Forces Services	CPAF
0003	Additional Assignment in Accordance with PWS	IDIQ
Option Period 1 (3 Years)		
0004	Protective Forces Services	CPAF
0005	Additional Assignment in Accordance with PWS	IDIQ
Option Period 2 (2 Years)		
0006	Protective Forces Services	CPAF
0007	Additional Assignment in Accordance with PWS	IDIQ

(c) CLIN Types

(1) **Cost Reimbursable (CR) CLIN 0001**

The Contract Transition Period begins with issuance of the Notice to Proceed (NTP). The Transition Period is defined in Section F.4. Costs are reimbursed based on actual allowable costs billed to the contract and there is no fee for the Transition Period.

(2) **Cost Plus Award Fee (CPAF) CLINs (0002, 0004, 0006)**

Payment of fee will be made according to *B.9 Fee Reductions, B.12 Provisional Payment of Fee, and Section J, Attachment J-6, Award Fee Plan.*

(3) **Indefinite Delivery/Indefinite Quantity (ID/IQ) CLINS 0003, 0005, 0007)**

(A) Under the IDIQ CLINs, the Government may issue Cost Plus Award Fee or Fixed Price Task Orders depending on the nature of the requirement for the delivery of work. Payment for the services ordered and delivered shall be made in accordance with the applicable contract clause addressing payment as included in each individual task order. The minimum and maximum quantity to be ordered as required by Section I, FAR 52.216-22 Indefinite Quantity for IDIQ CLINs is as follows: The minimum ordering guarantee for the IDIQ CLINs is **\$1,000**. The maximum quantity of services the Government will acquire under the IDIQ CLINs will not cumulatively exceed **\$10,000,000**.

(B) Any work under the IDIQ CLIN(s) will be ordered by the issuance of individually negotiated Task Orders, which will contain specific terms and conditions applicable to the given task order. As the Government may require, the Contractor shall provide the specified services up to the maximum quantity identified above, on a schedule to be specified by the Government in accordance with the contract clause at Section I, FAR 52.216-22 Indefinite Quantity.

(C) For budget planning purposes, the Government has provided an estimated maximum quantity of services for each IDIQ CLIN as seen below in paragraph (d). However, the Government reserves the right to adjust the estimated maximum quantity associated with each IDIQ CLIN, as long as the total cumulative amount does not exceed the stated contractual maximum quantity in paragraph (A) above.

(D) Payment for the services ordered and delivered shall be made in accordance with contract clauses *B.9 Fee Reductions, B.12 Provisional Payment of Fee, and Section J, Attachment J-6, Award Fee Plan. Paragraph (D) only applies to CPAF orders.*

(E) The authorized ordering activity is the Department of Energy.

(d) Total Estimated Cost for All CLINs

The Total Estimated Cost and Fee (as applicable) for each CLIN, the Total Estimated Cost and Fee (as applicable) for each contract period, and the cumulative Total Estimated Cost and Fee for the Contract are as follows:

<b>Table B.3-2 Contract Cost and Fee</b>				
<b>CLIN</b>	<b>CLIN Description</b>	<b>Estimated Cost</b>	<b>Available Award Fee</b>	<b>Estimated Cost and Fee</b>
<b>Transition Period</b>				
0001	Transition Period	\$63,631	\$3,500	\$67,131
<b>Base Period</b>				
0002	Protective Forces Services	\$444,597,144	\$24,452,843	\$469,049,986
0003	Additional Assignment in Accordance with PWS (IDIQ)	TBD	TBD	\$5,000,000
<b>Total Base Period</b>		<b>\$444,660,774</b>	<b>\$24,456,343</b>	<b>\$474,117,117</b>
<b>Option Period 1</b>				
0004	Protective Forces Services	\$295,215,121	\$16,236,832	\$311,451,953
0005	Additional Assignment in Accordance with PWS (IDIQ)	TBD	TBD	\$3,000,000
<b>Total Option Period 1</b>		<b>\$295,215,110</b>	<b>\$16,236,831</b>	<b>\$314,451,941</b>
<b>Option Period 2</b>				
0006	Protective Forces Services	\$205,149,591	\$11,283,227	\$216,432,818
0007	Additional Assignment in Accordance with PWS (IDIQ)	TBD	TBD	\$2,000,000
<b>Total Option Period 2</b>		<b>\$205,149,591</b>	<b>\$11,283,227</b>	<b>\$218,432,818</b>
<b>Total Contract Value (Transition Period, Base, Option Period 1, and Option Period 2)</b>				<b>\$1,007,001,888</b>

- (1) *Estimated Cost* for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at contract start, as may be revised by modification to the contract per the contract terms. The exception is the IDIQ CLINs, for which the amount shown in Table B.3-2 reflects the maximum quantity of supplies or services the Government will acquire under the IDIQ CLINs (inclusive of any fee or profit).
- (2) *Available Award Fee* is defined as the amount of award fee that may be earned under the Contract for each applicable CLIN.
  - (A) Available Award Fee may include award-fee criteria and Performance-Based Incentive (PBIs) Criteria as defined in *Section J, Attachment J-6, Award Fee Plan*. PBIs will be defined during contract performance as part of the Award Fee Plan. In addition, no base fee is payable under this Contract.
  - (B) Award Fee based upon award-fee criteria will be evaluated on an annual basis as delineated in the Award Fee Plan. The PBI fee will be evaluated per the established completion criteria in the Award Fee Plan.
- (3) *Estimated Cost and Fee* is defined as the total of the Estimated Cost and Available Award Fee.

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**B.4 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)**

This is a Cost-Plus-Award Fee type contract. Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

**Total Funds Obligated: \$330,000**

**Funds Cover Performance Through: June 15, 2023**

**B.5 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE, AND PERIOD OF PERFORMANCE (OCT 2014)**

- (a) Per the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries) to require the Contractor to perform the work set out by Section C, Description/Specs/Work Statement of the contract. In the event that the Government elects to exercise its unilateral right to extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.
- (b) The Contracting Officer will consider factors set forth in FAR 17.207, Exercise of Options, in determining whether to exercise an option to extend the term of the contract. The Government is concerned with ensuring that the Contractor's performance meets, or exceeds, the performance requirements of the contract in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.
- (c) The Estimated Cost and Fee of each option are set forth in Table B.3-2 Contract Cost and Fee. The associated Period of Performance of each option are set forth in Section F Clause entitled *DOE-F-2003, Period of Performance – Alt I and Alt II (Oct 2014)*.

**B.6 DOE-B-2015 TASK ORDER FEE CEILING (OCT 2014) (DEVIATION) (APPLIES TO CLIN 003, CLIN 005, AND 007)**

- (a) The fee amount, specified as a percentage, is 6% for cost-plus-award-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-award-fee Task Orders issued under the contract.
- (b) The fee amount for each Task Order will be negotiated and established in each individual Task Order. The Contractor may propose whatever fee amount it determines appropriate for the individual task order, provided that the fee amount as a percentage of the estimated cost of each proposed Task Order does not exceed the fee percentage ceiling for cost-plus-award-fee Task Orders, as specified above. For cost-plus-award-fee Task Orders, the fee ceiling percentage applies to the total of the amount proposed for award fee.



**B.7 EXECUTION OF CLINS**

Upon the Notice to Proceed, the Transition CLIN (0001) will be executed. Upon completion of Contract Transition, the CLINs for Protective Force Operations (0002) will be executed. The execution of the Option Period CLINs will be in accordance with *DOE-B-2014 Option To Extend The Term Of The Contract: Estimated Cost, Fee And Period Of Performance (OCT 2014)*. The exercise of any option under this contract is a unilateral right of the Government.

**B.8 ESTIMATED ANNUAL CONTRACT VALUE**

(a) DOE expects to obligate funding to the Contract in accordance with the estimated annual Contract value:

<b>Table B.8-1 Estimated Annual Contract Value</b>	
<b>Gov't Fiscal Year</b>	<b>Contract Value (in \$M)*</b>
FY21 (60 day Transition)	\$0.3M
<b>Base Period</b>	
FY21 (5 months)	\$42.5M
FY22	\$101.1M
FY23	\$100.6M
FY24	\$102.1M
FY25	\$104.6M
FY26 (5 months)	\$41.9M
<b>Base Period Total</b>	<b>\$492.8</b>
<b>Option Period 1</b>	
FY26 (7 months)	\$62.5M
FY27	\$107.1
FY28	\$109.8
FY29 (5 months)	\$48.4M
<b>Option Period 1 Total</b>	<b>\$327.8M</b>
<b>Option Period 2</b>	
FY29 (7 months)	\$67.9M
FY30	\$114.6M
FY31 (5 months)	\$48.6M
<b>Option Period 2 Total</b>	<b>\$231.1M</b>
<b>Contract Total</b>	<b>\$1,052M</b>

\* Projected FY contract value less the IDIQ maximum value. Table B.8-1 will be updated as IDIQ task orders are awarded.

(b) Funding is subject to the appropriations of Congress. It is not a guarantee that the funding will be provided or obligated in the amounts stated.

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## B.9 FEE REDUCTIONS

- (a) All annual earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
- (1) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
  - (2) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
  - (3) Section H Clause entitled, *DOE-H-2070 Alternate I Key Personnel (REVISED)*;
  - (4) Section I Clause entitled, *DEAR 952.223-76, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*;
  - (5) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
  - (6) Section I Clause entitled, *FAR 52.215-10, Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)*
  - (7) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
  - (8) Section I Clause entitled, *FAR 52.215-12, Subcontractor Certified Cost or Pricing Data (OCT 2010)*.
  - (9) Section I Clause entitled, *FAR 52.215-13, Subcontractor Certified Cost or Pricing Data – Modifications*;
  - (10) Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan; and*
  - (11) Section J, Attachment J-6, Award Fee Plan
- (b) The maximum fee reduction in any one-year period of Contract performance is the allocated *Annual Award Fee*, as defined in the Award Fee Plan that can be earned in the one-year period the event occurred.

## B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract.

- (a) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Subcontracted Work*, and the Contractor's *Small Business Subcontracting Plan*, will be evaluated at the end of

each performance period indicated below. The evaluation will be based on the small business subcontracting for each specific contract performance period.

- (1) At the end of the Base Period; and
  - (2) At the end of each Option Period (if the option is exercised).
- (b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful work for small businesses, the Contracting Officer may reduce the annual award fee earned for the last year of each performance period. The reduction amount may be up to 25% of the annual award fee criteria earned for the last year of the Base Period and 15% for the last year of the Option Period.

#### **B.11 ALLOWABILITY OF SUBCONTRACTOR FEE**

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.601(1), *Contractor Team Arrangements*, the team shall share in the *Total Available Award Fee* as shown in Table B.3-2. Separate, additional critical subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship as identified in the Contractor's Diversity Plan as per the Section H clause at *DOE-H-2046, Diversity Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) supplying commercial items as defined in FAR Subpart 2.1, *Definitions*.

#### **B.12 PROVISIONAL PAYMENT OF FEE**

- (a) Notwithstanding any other term or condition of this contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this contract that provide for provisional payment of fee.
- (b) The Contractor must notify the Contracting Officer immediately if it believes any incongruence exists between this clause and any other term or condition of this contract that provides for provisional payment of fee. If a term or condition of this contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the Federal Acquisition Regulations and Department of Energy fee policy and constructs. The following definitions and concepts apply.
- (1) Price means cost plus any fee or profit applicable to the contract.
  - (2) For the purposes of this contract, the terms profit and fee are synonymous.

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- (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
- (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.
- (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
- (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
- (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 50% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
- (8) Clause means a term or condition used in this contract.
- (d) This contract's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of this contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The Contracting Officer, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the Contracting Officer determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must

- return that provisionally paid fee to the Government within 30 days: (i) the Contactor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and (ii) if the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.
- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

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**PART I – THE SCHEDULE**  
**SECTION C**  
**PERFORMANCE WORK STATEMENT**  
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## **C.0 SAVANNAH RIVER SITE PARAMILITARY SECURITY SERVICES OVERVIEW AND OBJECTIVES**

### **C.0.1 BACKGROUND**

The Department of Energy (DOE) Savannah River Site (SRS) is located in South Carolina (SC), covering 310 square miles in Aiken, Allendale, and Barnwell counties. SRS was constructed during the early 1950s to produce basic materials used in fabrication of nuclear weapons, primarily tritium and plutonium-239, in support of our nation's defense programs.

It is the Department of Energy (DOE) mission to ensure America's nuclear security, protect its facilities and infrastructure, and ensure safe and secure workplaces. In serving the national interest and implementing the DOE mission, the SRS strives to ensure its programs, operations, and resources are managed in an open, safe, environmentally sound, and cost-effective manner.

### **C.0.2 CONTRACT PURPOSE AND OBJECTIVES**

The purpose of this contract is to provide security services at the Savannah River Site (SRS), to provide physical protection of DOE and National Nuclear Security Administration (NNSA) security interests and perform related duties at the SRS, and, on a case by case basis, at other locations as directed by the DOE Contracting Officer (CO).

The work to be procured involves physical protection of DOE Safeguards and Security Interests and/or Assets, including property that require protection from malevolent acts. This includes but is not limited to protecting Government owned or leased property and material, Category I-IV Special Nuclear Material (SNM) and other nuclear material, radiological chemical and biological materials, classified and sensitive information and or matter, automated data processing centers, vital facilities and equipment, support facilities, and Federal and Contractor personnel and visitors at SRS. Contractor personnel must be available to adequately address strategies of denial, neutralization, containment, recapture, recovery and/or pursuit, as required by DOE orders, seven days a week, 24 hours a day (24/7) within required timelines. In performing the requirements, the Contractor shall be responsible for coordination with other onsite Contractors.

The Contractor shall integrate safety into management and work practices at all levels within the organization so contract requirements are accomplished while protecting the public, the mission, and the environment as well as incorporating integrated safety management principles, concepts, and practices.

During the performance of the contract, the Contractor shall comply with staffing requirements in accordance with applicable Site Security and/or Facility Security Plans, which are based on the DOE Design Basis Threat (DBT) policy. The Contractor shall continuously staff the minimum posts which will be specified by DOE after award in the DOE approved Post Orders and Security Readiness Index with competently-trained, fully qualified, uniformed, armed, and well-



disciplined personnel to perform the services required. Further, the Contractor shall maintain contingency plans to provide trained and fully-qualified personnel to meet staffing levels during emergency periods.

The Contractor shall furnish management, supervision, labor, training, uniforms, badges, equipment, material and supplies, and all other necessities, except as provided by DOE per Section J, Attachments J-3, *Government Furnished Facilities*, and Section J, Attachment J-5, *Government Furnished Services*, to maintain the contractual services required. Savannah River Site rules and regulations, approved by DOE, will be enforced by the Contractor as part of this contract.

The Contractor may subcontract portions of the contract scope. The Contractor may enter into subcontracts for the performance of certain work under this contract only when given consent by the CO in accordance with contract clause 52.244-2 Subcontracts.

All work performed by the Contractor shall comply with applicable federal, state, local laws and meet the requirements of DOE directives, policies, and documents, which are in Section J, Attachment J-1, and all other clauses found within this Contract. These are referred to as "applicable DOE requirements" throughout the PWS. Compliance with these requirements shall be documented through a formal Records Management program. Performance shall be reported in accordance with Section J, Attachment J-2, *Contract Deliverables*. All deliverables (reports) shall be submitted in compliance with Section E, Inspection and Acceptance.

### **C.0.3 DESCRIPTION OF PERFORMANCE REQUIREMENTS**

This contract reflects application of performance-based contracting approaches and techniques emphasizing measurable results/outcomes. The Contractor has responsibility for total performance under the contract, including determining specific methods and approaches for accomplishing work.

All activities at SRS are managed by DOE-EM site leadership. The Contractor shall be required to coordinate some of its activities by participating in a government-managed site integration process (including Government Furnished Services & Items (GFS&I)) to the extent necessary to ensure safe conduct of all site activities and completion of contract requirements.

The Contractor has responsibility for managing, integrating, and executing work described in this Performance Work Statement (PWS). The Contractor shall assure that all activities are conducted in compliance with all applicable DOE requirements.

### **C.0.4 CONTRACT TRANSITION (CLIN 001)**

The duration of contract transition period shall be 60 calendar days. The Contractor shall transition all on-going work scope from the incumbent including existing Service Level Agreements (SLAs), Functional Services Agreements

(FSAs) and Memorandum of Agreement (MOAs). All Government-owned real and personal property / including Government Furnished Services & Items (GFS&I) currently accountable to the incumbent Contractor for contract performance will be provided to the Contractor. During the contract transition period an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent Contractor's personal property databases will be provided to the Contractor.

The Contractor shall establish the necessary logistical support to execute transition and shall ensure all necessary personnel, including key personnel for the Contractor, are on-site during the transition period. At the end of the transition period, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the scope of the contract.

The Contractor shall be subject to a DOE S&S initial survey conducted in accordance with U.S. DOE Order 470.4B, Chg 2 (MinChg), Safeguards and Security Program, and must receive a satisfactory rating before work shall be performed.

#### **C.0.4.1 TRANSITION PLAN**

The Contractor shall submit a Transition Plan that provides a description of all necessary transition activities, Contractor involved organizations, and transition schedule. The objectives of the Transition Plan are to prepare for implementation of the contract and minimize the impacts on continuity of operations. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the Transition Period. The Transition Plan shall be submitted within 10 calendar days after issuance of the Notice to Proceed (NTP). DOE shall have 15 days to review and approve the transition plan.

#### **C.0.4.2 SERVICE LEVEL AGREEMENTS**

During the contract Transition period, the Contractor shall review the existing Service Level Agreements (SLAs), also known as Functional Service Agreements (FSAs) and existing Memorandums of Agreements (MOAs) to determine whether the agreements should be revised, cancelled, or continued unchanged as required for contract performance. Revision or cancellation of SLAs, FSAs and MOAs during the transition process is by mutual agreement with the Management & Operating (M&O) Contractor and subject to CO approval.

#### **C.0.4.3 STATUS REPORTS-TRANSITION ACTIVITIES**

The Contractor shall provide a weekly status report of transition activities to the CO. The report shall list all tasks to be completed during the transition period, their status, and estimated completion date. The Contractor shall establish routine status meetings with CO, Contracting Officer Representative (COR) and affected Contractors to review transition activities and issues.

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#### **C.0.4.4 GOVERNMENT-OWNED PROPERTY**

The incumbent Contractor will provide to the Contractor an inventory record at the inception of the Transition Period of all real and personal property for which they are accountable. The Contractor and the incumbent Contractor shall perform a joint physical inventory of all assets during the Transition Period. The Contractor shall report any discrepancies resulting from the joint physical inventory with the incumbent to the CO and the DOE Property Manager. This information shall be used to provide a baseline for this contract as well as information to close out the incumbent contract.

#### **C.0.4.5 DOE SAFEGUARDS AND SECURITY SURVEY**

During the contract transition period and prior to assuming control and responsibility for Safeguards and Security (S&S) responsibilities, the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with U.S. DOE Order 470.4B, Chg 2 (MinChg), Safeguards and Security Program. The results of the survey shall be documented and shall form the basis for DOE authorization to assume S&S responsibilities. Upon DOE authorization, the Contractor shall assume responsibility for all applicable S&S resources, materials, facilities, documents, and equipment.

#### **C.0.4.6 IDENTIFICATION OF MATERIAL DIFFERENCES**

During the Transition Period, the Contractor shall identify any material differences in the systems, facilities, property, and services described in this PWS and/or attachments to this contract and actual conditions at the end of the transition period. The Contractor shall prepare and submit a Statement of Material Differences within 45 days of the NTP. The Contractor shall submit a change proposal to reconcile the material differences with the contract by the end of the contract transition period.

### **C.1 PROTECTIVE FORCE (PF) (CLIN 002, CLIN 004, CLIN 006)**

The Contractor shall provide strategic planning and effective implementation of PF operations to deter, prevent, detect, and respond to unauthorized possession, use, or sabotage of SNM and critical facilities. The PF shall utilize all available resources including deadly force in accordance with applicable DOE requirements. The PF will be organized into tactically cohesive units to promote maximum effectiveness in protecting valuable Departmental assets from all viable threats.

The Contractor shall staff the PF with qualified personnel who must obtain and maintain appropriate access authorizations (security clearances) and meet applicable medical, physical fitness, training requirements, firearms qualifications, and special skills as appropriate.

PF operations include:

- Perimeter Protection
- Communications, Command and Alarm Centers
- Law Enforcement and Criminal Investigations
- Canine Operations
- Facilities Protection
- Special Operations
- Material Transportation Security and Coordination
- Training

For Security Posts, the Contractor shall maintain schedules and operating procedures to include: Security Orders (SOs), Post Orders (POs), Emergency Security Operations Procedures (ESOPs), and Security Incident Response Plans (SIRPs). Orders, Procedures and Response Plans shall be reviewed and/or updated annually. SOs, ESOPs and SIRPs shall also be reviewed by the DOE-SR, Office of Safeguards, Security and Emergency Services (OSSES) for approval and/or concurrence.

Post and Security orders establish procedures for the Protective Force and affected personnel to accomplish the security mission at Savannah River Site. These procedures are developed to comply with DOE Orders and Directives. Additionally, Security/Post Orders describe activities to a level of detail commensurate with the complexity of the activity, significance of the item or activity, work environment, worker proficiency and capability (e.g., education, training, experience, etc.), to assure consistent and acceptable results of the activities performed.

Post Orders (POs) are written documents that clearly outline security duties, responsibilities, and expectations of the protective force member or members staffing a specific post. POs contain detailed performance criteria and guidance for accomplishing tasks for the position or function. Additionally, post orders address Rules of Engagement, operational hours of the post, specialty equipment testing (if applicable), safety equipment requirements, required documentation e.g., post inventories, and performance of other duties as may be required by PF supervision.

Security Orders (SOs) are Protective Force (PF) operations instructions that implement DOE Orders and provide direction to the PF in the conduct of their duties. SOs are standard operating procedures for the PF to help maintain an effective work environment by clearly outlining the policies and uniform procedures that the PF apply to their daily work and provide Step-by-step instructions for completing the assigned tasks and, when warranted, accountability. The documents clearly define the "how to" performance of various duties and activities for which the security order is related to such as, Site Access, Inspection and Search Requirements, Communications, Arrest Authority and Use Of Force, Physical Protection of Security Interests, Firearms Safety and Maintenance, Specialty Equipment Operability and Function Testing, Shipment Security and etcetera.

Emergency Security Operating Procedures (ESOPs) describe PF response to an emergency which is a serious, unexpected, often dangerous situation that requires immediate action. The emergency procedures provide direction and response for the Protective Force and staff in the event of either an operations emergency or a security

emergency. ESOPs are plan of action(s) to be conducted in a certain order or manner, in response to an emergency event.

At SRS, Security Incident Response Plans (SIRPs) are a classified set of instructions providing tactical response to security emergencies and provide PF guidance to detect, respond to, and recover from security incidents. These types of plans also address issues such as PF response positions, response times, and fighting positions.

The Contractor shall also develop and implement a plan for protective force response to workplace violence and active shooter situations. The plan must be submitted to the Officially Designated Federal Security Authority (ODFSA) for approval. The plan is an integral part of the security plan which must be developed based upon the requirements of DOE Policy 444.1, Preventing and Responding to all Forms of Violence in the Workplace, DOE Orders 470.3C, Design Basis Threat Order and DOE Order 473.3A Chg 1 (MinChg), Protection Program Operations, and DOE Order 470.4B Chg 2 (MinChg), Safeguards and Security Program.

The Contractor shall utilize government owned/leased vehicles during the performance of this contract. Recordkeeping and deliverables pertaining to vehicle usage is located in Section J, Attachment J-2, Contract Deliverable.

#### **C.1.1 PERIMETER PROTECTION**

Site Perimeter Barricades and Entry Control Facilities (ECF) operations shall be conducted to prevent unauthorized access of personnel and vehicles, preclude the introduction of prohibited articles on entry, and deter the theft of government property on exit. Barricade operations include the use of special inspection equipment.

In addition, the Contractor shall provide off-shift visitor control and temporary badge issuance at designated perimeter barricades.

#### **C.1.2 COMMUNICATIONS, COMMAND AND ALARM CENTERS**

The Contractor shall provide personnel for the Savannah River Site Operations Center (SRSOC), Law Enforcement Dispatch (LED), Central Alarm Stations (CAS) and Plant-wide Alternate Alarm Center (PACC). These positions shall be staffed on a 24/7 basis.

Contractor personnel assigned to SRSOC shall initiate/coordinate appropriate notifications/actions for normal/off-normal operational or security situations, monitor alarms that report to SRSOC from various security systems, log routine notifications for Contractor operational activities and serve as communication liaison between the Contractors and DOE for SRS issues.

Law Enforcement (LE) dispatchers shall perform communications responsibilities, maintain LE communication logs, conduct National Crime Information Center (NCIC) checks and initiate LE response to emergencies and activated intrusion alarms.

The Contractor shall provide personnel capable of operating state of the art alarm monitoring centers, which include CAS and PAAC (AKA: Secondary Alarm Station). The CAS operators shall dispatch PF response personnel to the scene of activated intrusion alarm(s), security and/or emergency conditions. Staffing of the Command and Alarm Centers shall be sufficient to ensure site monitoring, dispatching and communication functions can occur simultaneously.

### **C.1.3 LAW ENFORCEMENT, CRIMINAL INVESTIGATIONS AND CANINE OPERATIONS**

The Contractor shall provide a LE function (24/7) which shall maintain law and order at SRS. The Contractor shall manage and maintain in good standing law enforcement and criminal investigation responsibilities and standards that meet Commission on Accreditation for Law Enforcement Agencies (CALEA) accreditation requirements. The Contractor shall be responsible for canine operations consisting of Certified Class 1 LE Officer Canine handlers.

#### **C.1.3.1 LAW ENFORCEMENT AND CRIMINAL INVESTIGATIONS**

The Contractor responsibilities shall include but are not limited to:

- Traffic enforcement and accident investigation
- Patrol operations of Savannah River Site (SRS) boundaries including random river patrol operations on that part of the Savannah River contiguous to Savannah River Site property
- Investigations, detention, and apprehension
- Emergency and non-emergency event response at SRS
- Security escort for designated intra-site shipments of SNM
- Vendor escort functions for ammunition and aviation fuel shipments
- VIP security escort functions when directed by the CO or COR
- Facilitate the orderly flow of vehicles in coordination with all Contractors on site

The Contractor shall provide immediate notification to DOE-SR, OSSES of any felonious criminal violations; and daily notification of misdemeanor violations.

The Contractor shall also conduct investigations of all suspected violations of applicable State and Federal law at the SRS sufficient to facilitate complete disposition of the suspected violation. The Contractor shall assist DOE with administrative investigations when directed by the ODFSA.

#### **C.1.3.2 CANINE OPERATIONS**

All canines must be trained and certified annually in either explosives or narcotics detection to the standards set by the United States Police Canine Association (USPCA). The DOE Canine Performance Testing Protocol Standard, DOE-STD-1225-2017 shall also be used. Explosive Detector Dog teams may also be trained and qualified consistent with

the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) National Odor Recognition Testing Standard (NORT).

Where possible, each canine shall be assigned to one handler. However, mission needs may dictate a handler maintaining both Explosive and Narcotics qualifications. The Contractor shall kennel and care for all canines to the standards required by the Department of Defense for military police dogs, on Savannah River Site.

The Contractor shall conduct narcotics and explosives detector dog inspections of SRS facilities, provide explosive detector dog response to area emergencies, conduct random patrols of the site and critical security area(s) and provide security compensatory measures during failures/outages of intrusion detection systems. In addition, at the CO's direction and with ODFSA approval, the Contractor shall provide law enforcement agencies explosive detector canine teams to render explosive detection assistance.

#### **C.1.4 FACILITIES PROTECTION**

The Contractor shall conduct ECF operations to prevent unauthorized access of personnel and vehicles, the introduction of prohibited articles, damage or theft of government assets, theft of government property, unauthorized possession use or sabotage of SNM. The Contractor shall protect security areas against malevolent acts and detain unauthorized personnel or vehicles in security controlled access areas. The Contractor shall also operate security detection equipment, staff security posts and roving patrols of Property Protection Areas (PPA), Limited Areas (LA), Protected Areas (PA), and Material Access Areas (MAA) and their associated assets.

#### **C.1.5 SPECIAL OPERATIONS**

The Contractor shall provide for the planning and management of Special Operations through specific, tailored intelligence, including:

- Special Response Teams
- Radiological/Chemical/Biological Response Capabilities
- Explosive Response
- Aviation Operations

##### **C.1.5.1 SPECIAL RESPONSE TEAM (SRT)**

The Contractor shall maintain a continuous (24/7) SRT to resolve incidents that require force options that exceed the capability of Security Police Officer (SPO) Fixed Post Readiness Standard (FP), SPO I, and SPO II personnel and/or existing physical security systems. The SRT must be capable of effective and ready response. The SRT must be trained and equipped to conduct interdiction, interruption, and neutralization operations and containment, denial, recapture, recovery, and pursuit strategies directed against an adversary.

The SRT must be capable of resolving adversarial actions using force options to include: direct threat, vehicle, and stronghold assaults using dynamic and covert techniques and team tactics.

The Contractor shall maintain current SRT response plans and target folders. The plans shall maximize the probability of successful neutralization of a force consisting of well-equipped, trained, and dedicated adversaries.

#### **C.1.5.2 RADIOLOGICAL/CHEMICAL/BIOLOGICAL RESPONSE CAPABILITIES**

The Contractor shall provide armed PF responders to protect security areas that receive, use, process, or store Category I or II quantities of SNM, represent a target for sabotage (e.g., radiological or toxicological); and contain a unique capability in DOE that must be protected for purposes of program continuity or to preclude an unacceptable impact on national security, the health and safety of DOE and Contractor employees, the public, or the environment when the need has been so designated by DOE line management. The PF shall be capable of responding to radiological/chemical/biological attacks according to applicable DOE requirements. The Contractor shall coordinate with the Management and Operating (M&O) Contractor for decontamination activities.

The Contractor shall provide equipped, trained, and qualified personnel who are responsible for determining conclusively that a chemical/biological attack has occurred, alerting other PF members and personnel to the attack, and responding to the attackers in a contaminated environment.

#### **C.1.5.3 EXPLOSIVE RESPONSE**

The Contractor shall maintain the capability to effectively detect and respond to bomb and explosive incidents and to coordinate the removal or disposal of unexploded or suspect ordnance. Qualified Contractor personnel shall establish and maintain appropriate isolation zones (on site) around any suspect devices or unexploded ordnance until cleared by an approved Explosive Ordnance Disposal Unit. The Contractor shall maintain and control the Contractor's Explosive Safety Site Plan for the DOE Authority Having Jurisdiction (AHJ).

#### **C.1.5.4 AVIATION OPERATIONS**

The primary mission of the aviation operations is to provide aerial firing platform, airborne intelligence/command and control platform, and rapid transportation of SRT personnel when necessary. Other missions may include, but are not limited to, site photography, forestry and ecological support, and emergency medical evacuations. Special use of security helicopters is based on site specific mission requirements which are approved by DOE.



The Contractor shall provide aviation operations compliant with Federal Aviation Regulation 14 CFR Chapter 1, and applicable DOE requirements. These operations will include Federal Aviation Administration (FAA) certified pilots and aircraft maintenance personnel necessary to effectively maintain and operate DOE helicopters, which are based on the site, at an operational readiness rate of 90 percent, excluding downtime due to inclement weather.

The Contractor is required to maintain an FAA airworthiness certification under 14 CFR Part 135.25. The Contractor shall have operational control and exclusive use of the two DOE owned helicopters as outlined in the 14 CFR Part 135.25. The helicopters will be in the receipt and legal custody of the Contractor through the site's established property assignment policies and procedures. All aircraft will remain in the Contractor's exclusive legal possession for the duration of the contract. The Contractor shall not delegate its responsibility for any 14 CFR Part 135.25 operational control functions and/or its responsibility to maintain operational control over flight activities.

The Contractor must undergo periodic inspections of aviation operations conducted by the DOE Office of Aviation Management, the FAA Flight Standards District Office, the US Environmental Protection Agency and the SC Department of Health and Environmental Control. The Contractor shall maintain compliance with Federal Aviation Regulation Part 133 - Rotorcraft External Load Operations, Part 135 - Operating Requirements: Commuter and On Demand Operations and Rules Governing persons on Board such Aircraft, and Part 137 - Agricultural Aircraft Operations. Contractor shall have sufficient personnel to meet requirements of and staff all positions according to these regulations

The Contractor shall provide the training necessary for all Aviation Operations personnel to maintain proficiency in pertinent aircraft systems. The pilots, chief pilot and aircraft maintenance personnel must have a thorough knowledge of Federal Aviation Regulation Parts 61, 91, 133, 135, and 137 and maintain compliance with all FAA requirements for their positions. The chief of aircraft maintenance must have FAA Inspection Authorization. All aircraft maintenance personnel are required to have and maintain FAA Airframe and Power plant certificates.

#### **C.1.6 MATERIAL TRANSPORTATION SECURITY AND COORDINATION**

The Contractor shall be responsible for coordinating and scheduling all on-site and off-site shipments of any SNM and Limited Life Components conducted by DOE. The Contractor shall conduct operations in compliance with all applicable international, Federal, State, Tribal, and local requirements governing materials transportation, unless exemptions or alternatives are DOE-HQ approved.

The Contractor shall also be responsible for procuring, operating, and maintaining shipment vehicles assigned to the DOE shipment program at SRS.

The Contractor will protect all on-site nuclear material movement, while coordinating classified off-site shipments protections with Office of Secure Transportation (OST).

The Contractor shall operate and secure the NNSA's, Office of Secure Transportation (OST), Safeguards Transporter (SGT) vehicle at SRS in accordance OST operations regulations. Contractor personnel responsible for operating shipment vehicles shall maintain appropriate Commercial Driver's License with Hazardous Material (HAZMAT) Endorsement.

### **C.1.7 TRAINING**

The Contractor shall provide specialized PF training per DOE's National Training Center (NTC) certification guidelines, 10 CFR 1046 and applicable DOE requirements. This training shall include intermediate force training, weapons instruction/qualification, and physical fitness readiness. Site-Specific qualifications, and training programs must be based upon criteria approved by the ODFSA.

The Contractor shall comply with the following training requirements:

- Employees will be expected to participate in annual training and other briefings associated with facility operations.
- Provide professional development and conduct annual training for management and support staff to maintain their technical competence in keeping with DOE requirements and best business practices.
- Program, utilize, and maintain a complete inventory of Engagement Simulation Systems (ESS) to conduct realistic training and exercises of the protective force.
- Ensure all training aids, graphic materials, computer-based training (CBT) and equipment for classroom presentations support training activities.
- Serve as Savannah River Site point of contact for DOE National Training Center approved courses. Coordinate all DOE site certified and mobile training team courses conducted at Savannah River Site.
- Ensure all Law Enforcement Special State Constables meet and maintain their South Carolina Class 1 Law Enforcement Certification.
- Maintain an effective training and qualification program to ensure the protective force are fully capable to tactically respond and resolve safeguards, security and emergency events on the SRS.
- Schedule, document, track, and maintain training records on all protective force members. This includes weapons and physical fitness qualifications, protective force leadership training, radiation worker training, law enforcement officer qualifications, and all annual training.
- The Contractor shall maintain & develop Lesson plans and instructional guidelines for all training. These must be available for review by appropriate safety and security personnel. Such lesson plans or instructional guidelines

must incorporate safety in addition to other training objectives and task performance standards.

- Plan and conduct safe and effective intermediate force training and leadership training.

Additional qualifications are required to perform portions of this scope. PF personnel must successfully complete the appropriate basic and maintenance training, as required by DOE and other applicable governing regulating authorities. This training must enable the individual to achieve and maintain at least the minimum level of knowledge, skills, and abilities needed to competently perform the tasks associated with the specialized job responsibilities, as well as maintain mandated certification, when applicable. Such personnel may include, but are not limited to, locksmith, armorers, and central alarm station operators. The assignment of such specialists and scope of such duties must be based on site-specific needs and approved by the ODFSA.

#### **C.1.7.1 FORCE REQUIREMENTS**

The Contractor shall develop and maintain a training program with NTC qualified Training Instructors and Firearms Instructors to ensure PF members designated as unarmed "Security Officers (SOs) and armed "Security Police Officers (SPOs)" meet medical and physical fitness qualification standards for SO, Fixed Post Readiness Standard (FP) SPO, Basic Readiness Standards (BRS) SPO and Advance Readiness Standard (ARS) SPO contained in 10 CFR Part 1046 Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel.

The Contractor shall assess, document, and maintain a record of training (Annual Training Plan (ATP) and Job Analysis) for each PF member and develop training schedules per Section J, Attachment J-2. The ATP identifies training requirements (NTC and local Site Specific) for the various PF personnel on an annual basis. Lesson plans or instructional guidelines for all training must be available for review by appropriate safety and security personnel. Such lesson plans or instructional guidelines must incorporate safety in addition to other training objectives and task performance standards. The Contractor shall document compliance with the contract, including applicable DOE requirements.

#### **C.1.7.2 PLANNING AND DEVELOPMENT**

The Contractor shall ensure that employees are competent to perform the tasks within their assigned responsibilities under both normal and emergency conditions and adequately support current and projected staffing contract requirements. Qualification requirements shall be supported by a formal training program that maintains the Knowledge, Skills, and Abilities (KSAs) required to perform assigned tasks. The qualification and training programs shall be based on criteria

established by the DOE National Training Center (NTC) and site-specific requirements.

The Contractor shall maintain a DOE-NTC certified Training Approval Program (TAP). The TAP is a certification by the DOE-NTC that training courses administered at SRS meet the requirements of DOE O 473.3A, Protection Program Operations. Also, a Job Analysis shall be performed, reviewed, updated, and submitted annually for approval by the ODFSA for each specific PF job assignment per Section J, Attachment J-2.

#### **C.1.7.3 WEAPONS INSTRUCTION AND QUALIFICATION**

The Contractor shall ensure that all SPO members of the protective force are qualified consistent with DOE O 473.3A, Chg 1, 10 CFR 851 Appendix A.5 Firearm Safety, and 10 CFR 1046, and Courses of Fire (COF) approved by DOE-SR ODFSA, in order to be granted the authority to carry firearms and make arrests in compliance with 10 CFR Part 1047.

The Contractor shall maintain a cadre of experienced qualified training instructors and firearms instructors; manage the Consolidated Training Facility at Building 742-A to conduct computer-based site specific training and tactics training with simulated weapons systems; and manage the Advanced Tactical Training Academy (ATTA) firing range and Live Fire Shoot House (LFSH) to conduct live fire tactical training and weapons qualifications. Firearms training programs must be based on criteria established by the NTC. Instructors are required to be certified by the NTC.

#### **C.1.7.4 PHYSICAL FITNESS READINESS**

The Contractor shall comply with applicable medical and physical fitness qualifications set out in 10 CFR Part 1046, and applicable DOE requirements. The Contractor shall maintain a physical readiness training and maintenance program for the PF. It must be developed by the Contractor in consultation with the M&O Physical Protection Medical Director (PPMD) and the ODFSA.

The DOE approved and designated M&O PPMD for the site and/or approved M&O Designated Physician(s) (DP) are responsible for the conduct of medical examinations, evaluations, and medical certifications for PF personnel.

#### **C.1.7.5 TRAINING PROGRAM ACCREDITATION AND CERTIFICATION**

The Contractor shall:

- Maintain accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA) as a Public Safety Training Academy

- Maintain accreditation as an Institutional Academy by the South Carolina Criminal Justice Academy (SCCJA)
- Provide SCCJA certified Law Enforcement training officer(s) to plan, conduct, and instruct SCCJA approved courses
- Submit to NTC for approval a Training Approval Program (TAP) as required.
- Maintain site certification to conduct the NTC Basic Instructor Training (BIT) at the Savannah River Site
- Maintain NTC SRS Site certifications/approvals to conduct Intermediate Force Training, Intermediate Force Instructor Certification (IFIC), Basic Security Police Officer Training (BSPOT), Tactical Response Force (TRF) 100 and TRF 200 Training courses, handgun and rifle weapons and tactical training qualifications courses and advanced weapons systems Demonstration of Proficiency (DOP) courses of fire. Analyze additional NTC courses for potential site certification to achieve additional cost saving and efficiencies.

#### **C.1.7.6 SITE-WIDE ACTIVE SHOOTER TRAINING (CLIN 003, CLIN 005, CLIN 007)**

If ordered pursuant to the IDIQ CLINs, the Contractor shall develop initial and refresher Active Shooter Training courses of instruction. A qualified training instructor familiar with PF active shooter response shall teach the courses to Site-Wide Stakeholders. The courses of instruction shall instruct site employees as to the actions to be taken upon PF arrival on scene. The training courses shall be approved by the ODFSA.

### **C.2 PERSONNEL SECURITY (CLIN 002, CLIN 004, CLIN 006)**

The Contractor shall support the DOE-SR, Personnel Security Program for the SRS site that meets the requirements of DOE Order 470.4B, Safeguards and Security Program and DOE Order 472.2, Personnel Security. The Contractor shall also have personnel capable of performing Personnel Security functions to assist the Contractor's personnel in completing and submitting Personnel Security, Human Reliability Program (HRP) and Homeland Security Program Directive 12 (HSPD-12) forms and appointments to the DOE-SR Personnel Security Team.

#### **C.2.1 DOE-SR PERSONNEL SECURITY TEAM PROGRAM SUPPORT**

The Contractor shall provide dedicated personnel to provide direct support to DOE-SR Personnel Security Team in implementation of the DOE-SR Personnel Security Programs. The Contractor support personnel shall provide support for DOE-SR assessment activities, compliance reviews, technical assessments, and corrective action validation activities. The Contractor shall provide support personnel to DOE-SR Personnel Security Team in the following areas:

- Security Clearances/Site Access Authorization
- HSPD-12 Program Support

- HRP Program Support
- Foreign Ownership, Control and Influence (FOCI)/Facility Clearance Level (FCL)
- Operations Security (OPSEC) & Safeguard Security and Awareness Program Support
- Foreign Visits and Assignments Program Support

#### **C.2.1.1 DOE-SR SECURITY CLEARANCES/SITE ACCESS AUTHORIZATION SUPPORT**

The Contractor shall provide support for DOE security clearance requests. The Contractor shall manage personnel security investigative reports in accordance with 10 CFR 710, Criteria and Procedures for Determining Eligibility For Access to Classified Matter or Special Nuclear Material and guidelines provided by DOE.

The Contractor shall provide personnel to conduct interviews associated with background investigations in accordance with 10 CFR 710, and document each interview and recommend next appropriate security clearance action.

The Contractor's direct support personnel to the DOE-SR Personnel Security Team will have no authority to grant security clearances; the Contractor will assist with statistical data and reports related to the DOE security clearance process as requested by the DOE-SR Personnel Security Team Program Manager. The Contractor shall maintain records for active and terminated personnel for personnel security investigations.

#### **C.2.1.2 DOE-SR HSPD-12 PROGRAM SUPPORT**

The Contractor shall provide technical and administrative support for the DOE-SR, HSPD-12 Program in all aspects of processing the HSPD-12 packages for site employees. Support includes:

- Research reports of background investigations received from the U.S. Office of Personnel Management (OPM)
- Support data entry to DOE developed database for tracking and reporting metrics
- Provide support in the areas of self-assessment activities
- Perform technical assessments and compliance review

#### **C.2.1.3 DOE-SR HRP PROGRAM SUPPORT**

The Contractor shall provide technical and administrative support for DOE-SR Human Reliability Program (HRP), according to 10 CFR 712 and its subordinate procedures. The Contractor may establish stricter employment standards for individuals who are nominated to DOE for certification or recertification in the HRP.

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#### **C.2.1.4 DOE-SR FOCI/FCL PROGRAM SUPPORT**

The Contractor shall provide technical and administrative support for the DOE-SR FOCI/FCL Program to obtain information indicating whether SRS suppliers or subcontractors are owned, controlled, or influenced by foreign individuals, governments, or organizations, and whether that involvement may pose an undue risk to the common defense and security.

Support includes:

- Provide assistance in processing FOCI submission packages
- Provide FOCI-oriented analyses on submissions and develop reports
- Prepare draft transmittals, facilitate Department of Defense (DOD)-Central Verification Agency Facility Checks, and other correspondence
- Coordinate with other agencies
- Process responses from other agencies
- Maintain the local database to manage the e-FOCI process

The Contractor shall also comply with the requirements to meet facility clearances and registration of safeguards and security activities and remain eligible under the requirements of the Facility Clearance Level (FCL) Program.

#### **C.2.1.5 DOE-SR OPSEC & SAFEGUARD SECURITY AND AWARENESS PROGRAM SUPPORT**

The Contractor shall provide a qualified person as a point of contact (POC) with overall Information Security responsibilities as defined by applicable DOE requirements in Section J, Attachment J-1, *DOE Directives*. The Information Security POC shall ensure Contractor personnel receive Information Security training; conduct and document Information Security self-assessments; and identify new, or changes in, projects, activities, or facilities that require an Information Security assessment.

The Contractor shall provide technical and administrative support to DOE-SR for the Safeguards and Security Awareness Program to include: conducting and documenting required briefings and providing employee security indoctrination in accordance with DOE requirements.

#### **C.2.1.6 DOE-SR FOREIGN VISITS AND ASSIGNMENTS PROGRAM SUPPORT**

The Contractor shall provide security-related technical analyses and recommendations pertaining to all aspects of the Foreign Visits and Assignments Program to include supporting DOE technical assessments of SRS Contractor programs in accordance with DOE requirements.

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**C.3 INFORMATION RESOURCE MANAGEMENT AND CYBER SECURITY SERVICES  
(CLIN 002, CLIN 004, CLIN 006)**

The Contractor shall establish vehicles such as Service Level Agreements (SLAs) and Memorandums of Agreements/Understanding (MOA/MOUs) for the use of IRM/Cybersecurity services, infrastructure, and resources sufficient to execute the requirements of the contract.

The Contractor shall utilize all Information Resource Management (IRM) and Cybersecurity services from the DOE-SR M&O Contractor except for core business and technical Pro-Force legacy and current applications.

The Contractor shall support DOE in the successful implementation of any applicable elements of the Federal Information Security Management Act (FISMA) of 2014, Federal Information Technology Acquisition Reform Act (FITARA), DOE Energy Programs Implementation Plan for the Department's Risk Management Approach (August 2012) in accordance with DOE requirements per Section J, Attachment J-1, *DOE Directives*.

The Contractor shall provide a qualified person as a POC with Classified Matter Protection and Control (CMPC) responsibilities as defined by applicable DOE requirements per Section J, Attachment J-1, *DOE Directives*. The Contractor shall ensure all personnel performing CMPC duties receive required training and refresher briefings and ensure classified matter is protected from loss, theft, and/or compromise.

The Contractor shall provide a classification officer whose duties include providing guidance for classification, controlled unclassified information and unclassified controlled nuclear information (UCNI), training and policy interpretation to DOE-SR and Contractor staff when required, the preparation of revisions to existing DOE classification guides and UCNI guidelines for approval by the DOE-SR Classification Officer and coordinates comments, assessments, training, and document decision reviews as required by applicable DOE requirements per Section J, Attachment J-1, *DOE Directives*; serves on classification working groups, on a local or national level, in the development of new and updating of existing DOE guidance. The Contractor shall select qualified personnel to serve as derivative classifiers and UCNI reviewing officials.

The Contractor shall provide a properly trained and qualified individual to serve as a Technical Surveillance Countermeasures Officer (TSCMO) and administer a Technical Surveillance Countermeasures (TSCM) program in accordance with applicable DOE requirements. The TSCMO shall have a valid "Q" level Security Clearance, Classified Matter Protection and Control (CMPC) training and Derivative Classifier (DC) training.

**C.4 PROGRAM MANAGEMENT (CLIN 002, CLIN 004, CLIN 006)**

This Section describes the various administrative and support functions to be performed by the Contractor associated with the safe and effective execution of this Performance Work Statement (PWS). These functions include but are not limited to Employee Benefits, Employee Management Programs, Accounting Services, Budget and Cost Management Services, Litigation Services, Records Administration as further identified in various sections of this contract.



The Contractor shall be responsible for ensuring that all contract deliverables provided to DOE are accurate and on time. A summary list of contract deliverables can be found in Section J, Attachment J-2, *Contract Deliverables*. This list does not include all required deliverables identified in other applicable sections of the Contract, DOE directives, federal regulations, or regulatory documents. Omission of applicable deliverables from Section J, Attachment J-2 does not affect the obligation of the Contractor to submit required deliverables pursuant to this section or other sections of this Contract. The Contractor shall develop a revision to the Annual Operating Plan (AOP) and submit for review and approval to DOE-SR per Section J, Attachment J-2, *Contract Deliverables*. The approved AOP will be a key tool to Contractor performance evaluation, including Award Fee and the Contractor Performance Assessment Reporting System (CPARS).

The actual PF strength and other work under the PWS are dependent upon operational and funding requirements. Authorizations and deauthorizations for all DOE funded work must be documented in accordance with all DOE requirements contained in Attachment J-1.

#### **C.4.1 CONTRACT ADMINISTRATION**

The Contractor shall provide management, supervision, and staffing to execute the requirements of this contract efficiently and effectively. This includes conducting purchasing and subcontracting functions for all required materials and services in accordance with DOE requirements.

#### **C.4.2 ENVIRONMENTAL, SAFETY, HEALTH & QUALITY ASSURANCE**

The Contractor shall implement and conduct a comprehensive ESH&QA program that provides for the protection of workers, the public, and the environment in accordance with DOE requirements. The Contractor shall implement and maintain an Integrated Safety Management System (ISMS) for the Protective Force Security Services contract that is consistent with the ISMS implemented and maintained by the SR M&O contractor. The Contractor shall conduct safety and health inspections for buildings listed in Attachment J-3. The Contractor shall train and qualify their personnel to perform assigned work, and ensure that continual training is provided to maintain job proficiency. The Contractor shall develop and maintain a Quality Assurance program, conduct self-assessments and work effectively with other Site Contractors, to continuously improve ESH&QA performance.

Employee health hazards shall be addressed as stated in 10 CFR 851, Worker Safety and Health Program, and other federal regulations (for example, employee lead exposure in 29 CFR 1910.1025; and noise exposure in 29 CFR 1910.95).

#### **C.4.3 PERFORMANCE ASSURANCE**

The Contractor shall establish a Performance Assurance Program (PAP) that systematically evaluates and validates the performance of all essential Safeguards & Security (S&S) protection elements within the contract. The

Contractor shall coordinate with the M&O Contractor to conduct integrated effectiveness tests for S&S systems.

In addition, the Contractor shall implement a Survey and Self-Assessment Program, document findings and develop corrective action plans and trending assessments to establish if findings represent isolated or systemic issues.

The Contractor shall also implement a Performance Testing Program to plan, conduct, and document exercises and performance tests that evaluate, train, and provide feedback on safeguards and security programs, protective force operations, and protection strategies according to applicable DOE requirements.

The Contractor shall support DOE-SR in the conduct of Limited Scope Performance Tests (LSPTs), Alarm Response and Assessment Performance Tests (ARAPTs), and PAP Tests during surveys/assessments of the PF. The Contractor shall also provide support to DOE and the M&O Contractor in the conduct of Emergency Preparedness training including Command Post, Command Field, and Joint Security and Operational Emergency Training Exercises.

The Contractor shall implement an Incidents of Security Concern Program to ensure the occurrence of a security incident prompts the appropriate graded response, to include an assessment of the potential impacts, appropriate notification, extent of condition, and corrective actions.

#### **C.4.4 EQUIPMENT MAINTENANCE**

The Contractor shall manage federal property according to 41 CFR 109, Department of Energy Property Management Regulations. The Contractor shall be responsible for maintenance of all equipment assigned to or obtained by the Contractor. Equipment must be maintained in a serviceable condition, in keeping with generally accepted practices for the particular type of equipment. The Contractor shall maintain preventive and corrective equipment maintenance records.

The program shall include conducting effective preventive maintenance and cost-effective repairs for security vehicles, watercraft, motorized equipment, a variety of firearms to include engagement simulation systems, trace explosive detection equipment, and a multi-frequency secure radio network consisting of portable, mobile, and fixed station radios.

The Contractor shall input automated data into the Property Inventory Database System annually by September 30<sup>th</sup>.

#### **C.4.5 LOGISTICAL SUPPORT**

The Contractor shall provide logistical support for its operations (e.g. Locksmith, Armorer, Radio Technicians, etc.). The logistical support personnel shall maintain the appropriate security clearance and participate in the HRP, if deemed applicable. Logistical support includes the following:

- Maintain keys, locks, and combinations to safes pertaining to protective force operations
- Provide NTC certified Armorer(s) to maintain/service assigned firearms and weapon systems
- Develop, implement, and administer policies, programs, and procedures that ensure adequate control and accountability of firearms and ammunition/explosives
- Maintain a supply facility for storage of distribution of Standardized Protective Force Uniforms, personal equipment, and other items in support of the protective force mission
- Provide services for laundry, boot/shoe repair
- Provide sewing services to include uniform alterations, sewing of patches and name tags
- Maintain current approval by GSA to provide general vehicle maintenance and repairs
- Provide technicians to service and maintain radio equipment

DOE has adopted the terms and definitions contained in the American Society for Testing and Materials (ASTM) International voluntary consensus standard called Practice E2135-02, Standard Terminology for Property and Asset Management. Voluntary Consensus Standards (VCS), such as ASTM International, or Industry Leading Practices (ILP), are to be used to the greatest degree practical for the management of personal property, as deemed appropriate by the DOE-SR Organizational Property Management Officer (OPMO).

#### **C.4.6 PLANNING AND ANALYSIS PROGRAM SUPPORT**

The Contractor shall provide personnel for S&S planning and analysis functions that ensure cost-effective protection strategies and procedures are developed and maintained for all DOE security interests at the Savannah River Site in accordance with DOE O 470.4B, Chg 2 and applicable DOE requirements. These functions include management and participation in Security Plans, including vulnerability analysis; management of all protective force staffing requirements and force authorizations; allocation of protective force members to include assignments/reassignments; development of an annual staffing plan; development of protective force contingency response plans; identification of compensatory measures; management of all protective force equivalencies and/or exemptions from DOE directives requirements; identification of vulnerabilities and deficiencies in physical security systems, programs and operating designs; development of special purpose performance tests to validate planning assumptions; research and analysis of new technology; conduct of Operational Readiness Reviews; update and review Security Condition (SECON) plans and development of the Contractor's strategic plan.

The Contractor shall provide a monthly security readiness report to the CO and COR providing summary level information concerning the organization's ability to accomplish its mission. The report shall include both operational and support factors and overall readiness level which indicates the Protective Force (PF) possesses the required resources and is trained to undertake the full mission(s) for which it is organized, equipped, and trained. The report shall also include PF

staffing levels, PF equipment status, PF equipment maintenance serviceability status, PF training status, and PF support element status based on the operational readiness condition of critical support elements to provide essential services for the PF to accomplish the mission and an overall PF effectiveness level providing an assessment of PF individual and team effectiveness during performance testing.

Appropriate DOE Orders, the DOE Design Basis Threat (DBT) and the Adversary Capabilities List will serve as the baseline planning documents for development of associated protection strategies. All planners assigned to this process shall be aware of the computerized vulnerability assessment program, simulation and modeling application suite (Simajin). The Contractor shall provide DOE with recommendations to enhance the overall security posture. These recommendations may include but are not limited to: proposed security upgrade projects; safeguards and security equipment capabilities/limitations; commercial security hardware applications; and emergency/routine protective force deployment.

#### **C.4.7 DESIGN/ENGINEERING SERVICES**

The Contractor shall provide advisory support to DOE-SR to assist in tracking, documenting, and meeting security infrastructure project needs. An infrastructure project is defined as any expansion, addition, modification or upgrade to a facility, equipment, or system other than routine maintenance. New security facility construction also constitutes an infrastructure project.

#### **C.4.8 EMERGENCY MANAGEMENT**

The Contractor shall maintain a comprehensive Emergency Management System that complies with DOE O 151.1D as well as requirements of Executive Orders, Policies, and Directives regarding emergency management; including Homeland Security Presidential Directives, which mandate that the Department adopt the National Incident Management System, in support of the National Response Framework Site.

The Contractor must develop, implement, and update, as necessary, a Continuity of Operations (COOP) program as defined in DOE O 150.1A which is designed to:

- Assist the Department in continuing to accomplish essential functions;
- Be integrated with the Emergency Management Program, as appropriate;
- Utilize existing programs to meet the requirements of the Contractor Requirements Document (CRD).
- Incorporate existing guidance and policy for human resources management;
- Identify work for others (deemed a Mission Essential Function (MEF) or a Primary Mission Essential Function by another organization) and their interdependencies

The COOP must be approved by the DOE-SR Office of Safeguards, Security and Emergency Services. The Contractor program, specifically within their COOP

program, must develop a COOP or business continuity plan that documents their program as prescribed by the order.

The Contractor shall staff PF Emergency Response Organization positions, staff Mobile Command Post (MCP) when mobilized, maintain a fully trained Crisis Negotiation Team (CNT), and participate in site Emergency Training Drills/Exercises.

#### **C.4.9 PUBLIC INFORMATION AND EXTERNAL AFFAIRS**

The Contractor shall provide a public affairs function that responds to national and local news media on matters relating to the Contractor's site-specific security mission, and national security as it applies to the Savannah River Site mission with approval from the DOE-SR Office of External Affairs. The Contractor shall provide a corporate liaison with community leaders and civic organizations to ensure that the SRS mission and Contractor's security function are adequately communicated within the site's surrounding communities; provide an interface with DOE-SR, Office of External Affairs to ensure a cohesive communications plan from SRS to external audiences; conduct employee morale activities that promote an environment of inclusion; and, develop policies and procedures that ensure the public information and internal communications function are conducted effectively, ethically and within applicable copyright laws.

#### **C.4.10 REPORTS AND RECORDS**

The Contractor shall provide a staff trained and proficient in collecting daily or routine reports, information, records and documents which detail the actions and responsibilities of the Security and Law Enforcement operations. Personnel assigned to this staff shall be proficient in conducting trend analysis; evaluation of reports and logs; classification and storage; automated submission of state records, reports, and logs; compiling reports and data for additional charts, graphs and reports, as well as protecting privacy act information and documents from unauthorized access or disclosure. The Contractor shall complete, compile, and submit routine and specific Uniform Crime Reports and Criminal Information Exchange data to state and federal organizations in compliance with their requirements and timelines.

The Contractor shall ensure proper preparation of a Daily Log for each protective force section and a Security Operations Log detailing information communicated. The logs will be used to list all security related activities and incidents, by time of occurrence, for each 24-hour period. The Contractor shall also be required to prepare reports on offenses, security violations and infractions, fires, bomb threats and all other unusual incidents. The Contractor shall maintain a copy of such reports. A copy shall be forwarded to the DOE-SR, Director of the Office of Safeguards, Security & Emergency Services (OSSES) within 24 hours after the end of the reporting period.

#### **C.4.11 INTERFACES WITH SITE USERS**

As part of the execution of this scope of work, the Contractor shall be required to interface with DOE, NNSA, DOE Contractors, visitors, and tenant entities engaged in onsite activities. As such, the Contractor shall participate in the implementation of the Savannah River Interface Management Plan in accordance with Savannah River Site Policy Manual, SRSPM 250.1.1F and/or its successor document. All Contractors performing work at the Savannah River Site (SRS) are expected to reach written agreement on the exchange of services, interface boundaries, and responsibilities as directed by the CO.

**PART I – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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**D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)**

- (a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.



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**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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- E.1 FAR 52.246-4, INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996) *APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY***
  - E.2 FAR 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)**
  - E.3 DOE-E-2001, INSPECTION AND ACCEPTANCE (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-2, Inspection of Supplies-Fixed-Price (as applicable to task orders), FAR 52.246-3, Inspection of Supplies-Cost Reimbursement, FAR 52.246-4, Inspection of Services-Fixed-Price (as applicable to task orders), and FAR 52.246-5, Inspection of Services-Cost Reimbursement. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

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**PART I – THE SCHEDULE**

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- F.1 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984) (BASIC CLAUSE WITHOUT ALTERNATE APPLIES TO FIRM-FIXED-PRICE TASK ORDERS)**
- F.2 FAR 52.242-17, GOVERNMENT DELAY OF WORK (APR 1984) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)**
- F.3 DOE-F-2002, PLACE OF PERFORMANCE – SERVICES (OCT 2014)**

The services specified by this contract shall be performed at the following location(s):

Savannah River Site, Aiken, South Carolina (primary work location)

- F.4 DOE-F-2003, PERIOD OF PERFORMANCE – ALTERNATE I AND ALTERNATE II (OCT 2014)**

(a) The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on the date the Notice to Proceed (NTP) is issued for the 90-day Transition Period, and then continue through the end of the Base Period. DOE may delay issuing the NTP after contract award for up to six (6) months. Periods of performance for Contract Line Item Numbers (CLIN) will be accomplished in accordance with the schedule below:

<b>Period of Performance</b>		
<b>Period</b>	<b>Start</b>	<b>End</b>
Transition CLIN (60-Days)	TBD	TBD
Base Period CLIN (4 Years, 10 months)	TBD	TBD
Option Year 1 CLIN (3 Years)	TBD	TBD
Option Year 2 CLIN (2 Years)	TBD	TBD

(b) The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.

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**PART I – THE SCHEDULE**

**SECTION G**

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**G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer (CO) may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

**G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a COR for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

**G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)**

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

**G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the CO. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to CO.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.
  - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:

(1) Contracting Officer

- (A) U.S. Department of Energy  
Office of Environmental Management - Savannah River Operations Office  
Attn: **Marie Garvin**
- (B) Telephone number: **(803) 508-9213**
- (C) Address: **Office of Acquisition Management**  
**U.S. Department of Energy**  
**Savannah River Operations Office**  
**P.O. Box A**  
**Aiken, SC 29802**
- (D) Email address: [marie.garvin@srs.gov](mailto:marie.garvin@srs.gov)

(2) Contracting Officer's Representative

- (A) U.S. Department of Energy  
Office of Environmental Management - Savannah River Operations Office  
Attn: **Ronald Bartholomew**
- (B) Telephone number: **(803) 952-7825**
- (C) Address: **Office of Safeguards, Security and Emergency Services**  
**U.S. Department of Energy**  
**Savannah River Operations Office**  
**P.O. Box A**  
**Aiken, SC 29802**
- (D) Email address: [ronald.bartholomew@srs.gov](mailto:ronald.bartholomew@srs.gov)

(3) Intellectual Property Counsel

- (A) U.S. Department of Energy  
Oak Ridge Office of Chief Counsel  
ATTN: **Emily G. Schneider**
- (B) Telephone number: **(865)576-1077**
- (C) Address: **Assistant Chief Counsel for Intellectual Property  
& Technology Transfer  
U.S. Department of Energy  
Oak Ridge Office of Chief Counsel  
200 Administration Road  
Oak Ridge, Tennessee 37831**
- (D) Email address: [emily.schneider@science.doe.gov](mailto:emily.schneider@science.doe.gov)

**G.5 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract. Vouchers for payment shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for earned fee payments which will be invoiced when earned and provisional fee which will be invoiced quarterly. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
  - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
    - (A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
    - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.



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- (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
  - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.
  - (E) The total fee billed, retainage amount, and available fee must be shown.
  - (F) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.
- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
  - (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
  - (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.
  - (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

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## **G.6 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)**

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS and CPARS information is available at <https://www.cpars.gov/ppirs/ppirmsmain.htm>. It is recommended that the Contractor take the overview training that can be found on this website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

## **G.7 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

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**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

# I. CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

## H.2 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT 2014)

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

## H.3 DEFINITIONS

For purposes of Clauses H.4, *Workforce Transition and Employee Hiring Preferences Including Through Period of Performance* through H.7, *Workforce Transition and Benefits Transition: Plans and Timeframes*, the following definitions are applicable (unless otherwise specified):

- (a) "Centerra" means Centerra Group, LLC, performing work under DOE Contract No. DE-AC30-10CC60025.
- (b) "Contract Award Date" means the date the Contract is signed by the Contracting Officer, noted in Block 28 of the SF-33, Block 20C of the SF-26, or other authorized official notice.
- (c) "Contract Transition Period" means the 60-day transition as defined in Section F of this Contract.
- (d) "Contractor" means "the Offeror" as specified in Block 15A of Standard Form 33, Section A entitled "Solicitation, Offer and Award" and block 7 of Standard Form 26 entitled "Award/Contract" of the contract.
- (e) "Incumbent Contractor" means Centerra, LLC (Centerra) performing work under Contract No. DE-AC30-10CC60025, the incumbent Paramilitary Forces contractor at the Savannah River Site.
- (f) "Incumbent Employees" means employees who are regular employees of Centerra as of the Contract Award Date.
- (g) "Non-Incumbent Employees" are employees other than Incumbent Employees who are hired by the contractor after contract award.

- (h) "Notice to Proceed (NTP)" means the authorization issued by the Contracting Officer to start performance on this Contract or as otherwise defined in this Contract.
- (i) "SRS employee" means any employee who works or may have worked for Centerra, the Department of Energy, or other contractors on the Savannah River Site.

#### **H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE**

The Contractor shall comply with the hiring preferences set forth below:

- (a) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 for the applicable work and positions. If a qualified service employee declines a bona fide express offer of employment, the Contractor need not provide the preference in hiring in paragraphs (b)(1)(A) and (B) below to such employee, but should provide the other preferences in paragraph (b) below, as applicable.
- (b) The Contractor shall provide Incumbent Employees, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (3) below (subject to paragraph (a) above), in descending order of priority, any applicable collective-bargaining agreement(s) or project labor agreement(s), applicable law, and any applicable site seniority lists.
  - (1) The Contractor shall provide Incumbent Employees the preferences in paragraphs (A) and (B) in descending order of priority:
    - (A) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the Contract Award date.
    - (B) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.
  - (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (A) – (B), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled "*DEAR 952.226-74, Displaced Employee Hiring Preference*", consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:
    - (A) Employees who are former employees of Centerra at the Savannah River Site, and
    - (B) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.
  - (3) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the Savannah River Site; (b) who are not precluded from seeking employment at either the Savannah River Site by the terms of employee waivers or releases of claims they executed, absent

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repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

#### **H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (OCT 2017) (REVISED)**

##### **(a) Contractor Employee Compensation Plan**

The Contractor shall submit, for Contracting Officer approval, by close of contract transition, a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components;

- (1) Philosophy and strategy for all pay delivery programs.
- (2) System for establishing a job worth hierarchy.
- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.
- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment.
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

##### **(b) Total Compensation System**

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal



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Services". DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(c) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts; and planned distribution of funds for the following year.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of NTP, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.
- (3) An Annual Compensation and Benefits Report no later than March 15th of each year in iBenefits or its successor.

(d) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are as defined in H.3 (f).
  - (A) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by Centerra for at least the first year of the term of the Contract.
  - (B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by Centerra and currently reimbursed by the government under the Centerra contract. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing defined contribution pension plans (or if continuation of the existing plans is not practicable,

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comparable successor plans) pursuant to pension plan eligibility requirements and applicable law.

- (2) Non-Incumbent Employees are as defined in H.3 (g). All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.
- (3) Cash Compensation
- (A) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
- (i) Any proposed major compensation program design changes prior to implementation.
  - (ii) Variable pay programs/incentives. If not already authorized under H.5 (a) above of the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
  - (iii) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund:
    - The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
    - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
    - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
    - Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
  - (iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination

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of cost allowability. The CIP should include the following components and data:

- (1) Comparison of average pay to market average pay.
  - (2) Information regarding surveys used for comparison.
  - (3) Aging factors used for escalating survey data and supporting information.
  - (4) Projection of escalation in the market and supporting information.
  - (5) Information to support proposed structure adjustments, if any.
  - (6) Analysis to support special adjustments.
  - (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
  - (8) A discussion of the impact of budget and business constraints on the CIP amount.
  - (9) Comparison of pay to relevant factors other than market average pay.
- (v) After receiving DOE CIP approval or if criteria in (d)(3)(A)(iii) was met, contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.
- (vi) Individual compensation actions for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial contract award and when Key Personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

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- (B) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (d)(3)(A)(vi) above. The base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.
- (C) Severance Pay is not payable to an employee under this Contract if the employee:
- (i) Voluntarily separates, resigns or retires from employment,
  - (ii) Is offered employment with a successor/replacement Contractor,
  - (iii) Is offered employment with a parent or affiliated company, or
  - (iv) Is discharged for cause.
- (D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (e) Pension and Other Benefit Programs
- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs may be considered unreasonable and will likely be determined unallowable.
  - (2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
  - (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to

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the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

- (A) The Ben-Val for non-bargaining unit employees, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies.
  - (B) An Employee Benefits Cost Study Comparison for both bargaining and non-bargaining unit employees, annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived in writing by the Contracting Officer.
  - (5) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.
  - (6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan. The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
  - (7) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
  - (8) Each Contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the plan management process which includes written responses to a questionnaire regarding plan management, providing

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forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements).

- (9) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
- (2) Any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract.

(g) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing defined contribution pension and other benefit plans (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). Based on the potential limited number of employees who may accept positions and have existing defined benefit plans, it may not be feasible to establish a comparable defined benefit plan which complies with the requirements of ERISA and the IRC. If that circumstance develops, the contractor shall propose comparable alternative benefit plans. The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.
- (2) Each Contractor defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

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While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual separate accounting of DOE liabilities and assets as for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(h) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(i) Changes to Pension Plans

At least sixty (60) days prior to the adoption of changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
  - (A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout,
  - (B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs,

(C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans,

(D) the Summary Plan Description, and

(E) any such additional information as requested by the Contracting Officer.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:

(A) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,

(B) provide the dollar estimate of savings or costs, and

(C) provide the basis of determining the estimated savings or cost.

(j) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(k) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.



- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(l) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(m) Definitions

- (1) **Commingled Plans.** Cover employees from the Contractor's private operations and its DOE contract work.
- (2) **Current Liability.** The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) **Defined Benefit Pension Plan.** Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) **Defined Contribution Pension Plan.** Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns

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on behalf of that plan participant and/or other amounts credited to the participant's account.

- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414(l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

## **H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS**

- (a) Service Credit. The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
  - (1) Service Credit For Leave. For Incumbent Employees hired by the Contractor pursuant to Clause H.4, the Contractor shall carry over the length of service credit from the previous employer for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement(s) and applicable law.
  - (2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to Clause H.5.

- (b) Annual Actuarial Evaluations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract consistent with the plan documents. The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.
- (1) Meeting Test Requirements. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that indicate when the Contractor's Defined Benefit Pension Plan Pension may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify when the Defined Benefit Pension Plan may not meet testing requirements for the current plan year and the following plan year.
- (2) Failure to Meet Test Requirements. In the case that the approved threshold factors described above and other factors as approved or requested by the Contracting Officer indicate that the Defined Benefit Pension Plan may not meet testing requirements, the Contractor shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the status for testing purposes.
- (3) Changes to the Defined Benefit Pension Plan. In addition to any other provision of this Contract, including but not limited to Clause H.5, any changes or amendments to the Defined Benefit Pension Plan are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).

## **H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES**

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for Contracting Officer approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.4, *Workforce Transition and Employee Hiring Preferences Including Through the Period of Performance*, and Section I, DEAR 952.226-74, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere

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in the Contract, the Contractor shall perform the following activities in the specified timeframes:

- (1) Within ten days after Notice to Proceed (NTP), the Contractor shall:
  - (A) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the employees of Centerra and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Clause H.9, *Labor Relations*, and contact information for the above personnel;
  - (B) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with Centerra to ensure compliance with Clause H.4, *Workforce Transition and Employee Hiring Preferences Including Through the Period of Performance*, during the Contract Transition Period;
  - (C) Establish and submit to the Contracting Officer a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with Centerra and its employees or former employees, and any labor organizations representing those employees, regarding implementation of the hiring preference requirements set forth in Clause H.4, *Workforce Transition and Employee Hiring Preferences Including Through the Period of Performance* and H.5, *Employee Compensation: Pay and Benefits*; and
  - (D) Obtain information from Centerra, identifying the Incumbent Employees as defined by Clause H.3 Definitions, and further identify Incumbent Employees who have initially been identified as being at risk of being involuntarily separated.
  - (E) Provide to the Contracting Officer a description of the process for regularly obtaining updated information from Centerra regarding the Incumbent Employees throughout the Contract Transition Period.
- (2) Within 15 days after NTP, the Contractor shall:
  - (A) Submit to the Contracting Officer copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4, *Workforce Transition and Employee Hiring Preferences Including Through the Period of Performance*, and Clause H.9, *Labor Relations*, as applicable.
  - (B) Establish a final communication plan with the Incumbent Contractor(s) regarding the implementation of the hiring preferences in Clause H. 4, *Workforce Transition and Employee Hiring Preferences* and provide a copy to the Contracting Officer. The communication plan shall also include a communication process among the Contractor, the Incumbent Contractor(s),

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DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.

- (3) Within 30 days after NTP, the Contractor shall provide to the Contracting Officer a copy of the final WF Transition Plan described in paragraph (2)(A) above.
  - (4) Within 60 days after NTP, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(B) above.
  - (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, *Workforce Transition and Employee Hiring Preferences Including Through the Period of Performance*, including paragraph (a) regarding the right of first refusal in accordance with the timeframes set forth below. These reports shall include the following information: employees hire dates or anticipated hire dates; and, where applicable, Centerra or the subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
    - (A) During the 60 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or
    - (B) On a less frequent basis, as requested by the Contracting Officer.
  - (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer.
- (b) Benefits Transition Plan.

- (1) The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 20 days after] NTP, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clauses H. 5 and H.6, and this Paragraph (b). The Contractor shall provide a final Benefits Transition Plan to the Contracting Officer within 30 days after NTP . A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated and experienced workforce.

All transitions of the existing pension(s) plans and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the Contract Transition Period.

- (2) The Contractor shall perform the following activities involving benefit transition within the specified timeframes specified below:
  - (A) Within ten days after NTP, the Contractor shall:

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- (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined contribution pension plan and contact information for the above personnel;
  - (ii) Request Centerra to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans, and the establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 60-day Contract Transition Period; and
  - (iii) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for counsel.
- (B) Within 15 days after NTP, the Contractor shall provide to the Contracting Officer a list of the information and documents the Contractor has requested from Centerra) pertaining to the existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems it encounters in obtaining information or documents requested from Centerra. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clause H.5 and H.6.
- (C) Within 20 days after NTP, the Contractor shall:
- (i) Submit a final draft Benefits Transition Plan;
  - (ii) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5, and H.6, including requirements pertaining to the transition of employee benefit plans (or plan segments);
  - (iii) Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans for the [Employee Retirement Plan], including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, and any and all other personnel deemed necessary by the Contractor.
  - (iv) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for Centerra. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all

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other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clause H.5 and H.6, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting, as well as a written description of any substantive issues identified at the meeting, shall be submitted to the Contracting Officer within two days after the meeting.

- (D) Within 30 days after NTP, and as part of the Benefits Transition Plan, the Contractor shall provide a description of how the existing benefit plans provided to employees pursuant to Clause H. 5, Employee Compensation: Pay and Benefits, will be amended or restated on or before the last day of the [insert number of days] day Contract Transition Period. If the creation of a new benefit plan(s) is necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.
- (E) Within 45 days after NTP, the Contractor shall provide to the Contracting Officer:
- (i) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor(s), including but not limited to amendments effectuating the change in sponsorship/participating employer in the Incumbent Contractor's segment of the Employee Retirement Plan. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor(s). Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
  - (ii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
  - (iii) Provide draft copies of the transition agreements, which the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5, Employee Compensation: Pay and Benefits.
- (F) No later than 60 days after NTP and prior to the adoption of the documents identified in Paragraphs (b)(1)(E)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.

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- (G) No later than the end of the Contract Transition Period the Contractor shall submit copies of the executed transition agreements as required in subparagraphs (a)(1)(A), (a)(4), and (b)(1)(E)(iii) to the Contracting Officer.
- (H) The Contractor shall respond to any comments provided by the Contracting Officer under this subparagraph (b)(1) within two days of receipt of the comments, or the period of time specified by the Contracting Officer.
- (3) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
- (A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
- (B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5.
- (C) Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the Contracting Officer for each response and, if not timeframe is specified, the Contractor shall provide the data response within one calendar day.

#### **H.8 DOE-H-2004 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (OCT 2014)**

- (a) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired employees with respect to service at the SRS (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the Contracting Officer. If a Commingled Plan is involved, the Contractor shall:
- (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.



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- (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

#### **H.9 DOE-H-2028 LABOR RELATIONS (OCT 2014) (REVISED)**

- (a) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities consistent with applicable laws.

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- (b) Consistent with applicable labor laws and regulations, for work currently performed by members of the International Guards Union of America (IGUA) Local 125 and the United Professional Pro-force of Savannah River (UPPSR) Local 125 regarding the initial terms and conditions of employment and these unions as the collective bargaining representative(s) for employees performing work covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Savannah River Site.
- (c) The Contractor shall submit its economic bargaining parameters to, and obtain the approval of, the Contracting Officer for purposes of allowability of the costs, and compliance with the terms and conditions of the Contract, including those for medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the economic bargaining parameters by the Contracting Officer under this paragraph does not waive any other terms and conditions of the Contract.
- (d) The Contractor shall seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and state labor relations laws.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into the Contract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (d) in any subcontracts.
- (f) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest including organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

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- (g) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
  - (h) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
  - (i) The Contractor shall provide the Contracting Officer with a quarterly "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations Module (GCLR) of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
  - (j) The Contractor shall provide to the Contracting Officer a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
    - (1) List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
    - (2) A brief description of issues regarding each grievance;
    - (3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
    - (4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

#### **H.10 WORKFORCE RESTRUCTURING**

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce transition strategies consistent with DOE policy, as set forth in DOE O 350.3 and Secretarial Guidance, as may be revised from time to time, to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site.

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- (c) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (d), if either of the following conditions are met within a rolling 12-month period:
- (1) The Contractor intends to reduce its workforce by 50 or more employees through involuntary separation; or
  - (2) The Contractor intends to reduce its workforce by 100 or more employees, whether through voluntary or involuntary separation actions, or a combination of such actions.
- (d) The Contractor's Specific Plan shall set forth how the Contractor will conduct its workforce restructuring action at the site in a manner that meets DOE policy objectives and be submitted to the Contracting Officer for approval at least 60 days [The number of days may be changed based upon Program requirements] in advance of the first communication planned to be given to the employees and public. The models for Contractor Self-Select Voluntary Separation Plan and Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>. If the Contractor determines it will be necessary to conduct a voluntary separation program likely followed by an involuntary separation, the Contractor may combine the Self-Select Voluntary Separation Plan and the Involuntary Separation Plan into one Specific Plan for submission to the Contracting Officer.
- (e) Pay-in-lieu of notice beyond two workweeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (d) above, and include the number of days of pay-in-lieu of notice requested, above two workweeks, a detailed business justification, and the associated costs.
- (f) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims for both Voluntary and Involuntary Separation Plans. The forms are available on line at the website set forth in (d) above. Any deviation from the models must be approved by the Contracting Officer.
- (g) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) when the involuntary separation action(s) will affect 50 or more contractor employees within a rolling 12-month period. The analysis shall be submitted to the appropriate DOE or National Nuclear Security Administration site counsel, as applicable, prior to notification of employees selected for involuntary separation, and may be used by DOE in determining cost allowability.
- (h) For workforce reductions that do not meet the conditions set forth in paragraph (c) above, the Contractor shall provide such notification as the Contracting Officer directs. The notification shall include affected job classifications, numbers of employees affected, and actions taken to assist the employees to find other employment or otherwise lessen the effect of the involuntary separation.

- (i) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Plan, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Plan.
- (k) Contractor(s) must provide actual and projected workforce reductions on an annual basis, no later than March 15th of each year, as set forth in the iBenefits system (<https://ibenefits.energy.gov>), or its successor.

## H.11 LABOR STANDARDS

- (a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), SCLS statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the SCLS statute, or other applicable labor standards law. When performing work subject to the Wage Rate Requirements (Construction), Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, *Notice to Employees Working on Federal or Federally Assisted Construction Projects and/or WH-1313, Notice to Employees Working on Government Contracts*.
- (c) For subcontracts determined to be subject to the SCLS statute, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.
- (d) In addition to any other requirements in the contract, Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant

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to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.

#### **H.12 DOE-H-2003 WORKER'S COMPENSATION INSURANCE (OCT 2014) (REVISED)**

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new worker's compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to \$50,000.00 and submit all settlement claims above \$50,000.00 to DOE for approval.
- (d) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

#### **H.13 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)**

- (a) In accordance with the clause DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:
  - (1) Workers' Compensation - Amount in accordance with applicable Federal and State Workers' Compensation and occupational disease statutes.
  - (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
  - (3) Comprehensive bodily injury liability - \$500,000.
  - (4) Property damage liability - None, unless otherwise required by the Contracting Officer.
  - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
  - (6) Comprehensive automobile property damage - \$20,000 per occurrence.
  - (7) Aircraft public and passenger liability - \$200,000 per person and \$500,000 per

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occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage; and passenger liability shall be \$200,000 multiplied by the number of seats or passengers, whichever is greater.

- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

#### **H.14 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)**

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-8 and the clause at *FAR 52.222-42, Statement of Equivalent Rates for Federal Hires*.

#### **H.15 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)**

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

##### **(a) BASIC REQUIREMENTS**

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.
- (4) Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- (5) The contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.

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- (7) Ensure self-insurance programs include the following elements:
- (A) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
  - (B) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
  - (C) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
  - (D) Accounting of self-insurance charges.
  - (E) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
    - (i) The claims reserve shall be held in a special fund or interest bearing account.
    - (ii) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
    - (iii) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.
    - (iv) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- (8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- (9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.



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(b) PLAN EXPERIENCE REPORTING. The Contractor shall:

- (1) provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
  - (A) The amount paid for each claim.
  - (B) The amount reserved for each claim.
  - (C) The direct expenses related to each claim.
  - (D) A summary for the year showing total number of claims.
  - (E) A total amount for claims paid.
  - (F) A total amount reserved for claims.
  - (G) The total amount of direct expenses.
- (2) provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- (3) provide additional claim financial experience data as may be requested on a case-by-case basis.

(c) TERMINATING OPERATIONS. The Contractor shall:

- (1) ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- (2) identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
- (3) reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

(d) SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION. The Contractor shall:

- (1) obtain the written approval of the Contracting Officer for any change in program direction; and
- (2) ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

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## II. BUSINESS SYSTEMS CLAUSES

### H.16 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)

(a) Definitions. As used in this clause-

Acceptable contractor business systems means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means -

- (1) Accounting system, if this contract includes the Section H clause Accounting System Administration;
- (2) Earned value management system, if this contract includes the Section H clause Earned Value Management System;
- (3) Estimating system, if this contract includes the Section H clause Cost Estimating System Requirements;
- (4) Property management system, if this contract includes the Section H clause Contractor Property Management System Administration; and
- (5) Purchasing system, if this contract includes the Section H clause Contractor Purchasing System Administration.

Significant deficiency, in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

- (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.
- (2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

- (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to

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- withhold five percent from its invoices until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either -
- (i) Correct the deficiencies; or
  - (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain -
    - (A) Root cause(s) identification of the problem(s);
    - (B) The proposed corrective action(s) to address the root cause(s);
    - (C) A schedule for implementation; and
    - (D) The name of the person responsible for the implementation.
- (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.
- (3) Payment withhold percentage limits.
- (i) The total percentage of payments withheld on amounts due on this contract shall not exceed -
    - (A) Five percent for one or more significant deficiencies in any single contractor business system; and
    - (B) Ten percent for significant deficiencies in multiple contractor business systems.
  - (ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.
- (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:
- (i) Interim payments under -
    - (A) Cost-reimbursement contracts;
    - (B) Incentive type contracts;
    - (C) Time-and-materials contracts; or
    - (D) Labor-hour contracts.
  - (ii) Progress payments to include fixed-price contracts.

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- (iii) Performance-based payments to include fixed-price contracts.
  - (5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
  - (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.
  - (7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.
  - (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.
- (e) Correction of deficiencies.
- (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.
  - (2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:
    - (i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.
    - (ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.
    - (iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

- (iv) If within 60 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.
- (v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

#### **H.17 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)**

##### **(a) Definitions.**

- Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that -
  - (1) Is maintained, reliable, and consistently applied;
  - (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
  - (3) Is consistent with and integrated with the Contractor's related management systems; and
  - (4) Is subject to applicable financial control systems.
- Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's -
  - (1) Organizational structure;
  - (2) Established lines of authority, duties, and responsibilities;
  - (3) Internal controls and managerial reviews;
  - (4) Flow of work, coordination, and communication; and
  - (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.
- Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

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- (b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.
- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either -
- (1) The total prime contract value exceeds \$50 million, including options; or
  - (2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.
- (d) System requirements.
- (1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
  - (2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after contract award that-
    - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
    - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
  - (3) The Contractor shall-
    - (i) Comply with its disclosed estimating system; and
    - (ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.
  - (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
    - (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
    - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

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- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
  - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
  - (v) Provide for adequate supervision throughout the estimating and budgeting process.
  - (vi) Provide for consistent application of estimating and budgeting techniques.
  - (vii) Provide for detection and timely correction of errors.
  - (viii) Protect against cost duplication and omissions.
  - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
  - (x) Require use of appropriate analytical methods.
  - (xi) Integrate information available from other management systems.
  - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
  - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
  - (xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.
  - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
  - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
  - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).

(e) Significant deficiencies.

- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning -
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

**H.18 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014)**

- (a) Definitions. As used in this clause -
- (1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that -
    - (i) Applicable laws and regulations are complied with;
    - (ii) The accounting system and cost data are reliable;
    - (iii) Risk of misallocations and mischarges are minimized; and
    - (iv) Contract allocations and charges are consistent with billing procedures.
  - (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management



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decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.
- (b) General. The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause Contractor Business Systems, and also may result in disapproval of the system.
- (c) System criteria. The Contractor's accounting system shall provide for -
- (1) A sound internal control environment, accounting framework, and organizational structure;
  - (2) Proper segregation of direct costs from indirect costs;
  - (3) Identification and accumulation of direct costs by contract;
  - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
  - (5) Accumulation of costs under general ledger control;
  - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
  - (7) Approval and documentation of adjusting entries;
  - (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
  - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
  - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
  - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

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- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;
  - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
  - (14) Segregation of preproduction costs from production costs, as applicable;
  - (15) Cost accounting information, as required -
    - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
    - (ii) To readily calculate indirect cost rates from the books of accounts;
  - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
  - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning -
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

**H.19 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014)**

- (a) Definitions. As used in this clause -
- Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.
  
  - Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.
  
  - Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.
- (b) General.
- The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.
- (c) System criteria.
- The Contractor's purchasing system shall -
- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);
  - (2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
  - (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
  - (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor

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- selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
  - (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
  - (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
  - (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
  - (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
  - (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
  - (11) Document negotiations in accordance with 48 CFR 15.406-3;
  - (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
  - (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
  - (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
  - (15) Document and justify reasons for subcontract changes that affect cost or price;
  - (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
  - (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;
  - (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

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- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
  - (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
  - (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
  - (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
  - (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
  - (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if -
    - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
    - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the

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Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning -
- (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

## **H.20 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)**

- (a) Definitions. As used in this clause -
- Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.
  - Property management system means the Contractor's system or systems for managing and controlling Government property.
  - Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.
- (b) General.
- The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

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- (c) System criteria.  
The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning -
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

### **III. DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS**

#### **H.21 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES AND PENALTIES (OCT 2014)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the

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Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.

- (b) Liability and responsibility for fines and penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties through the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.
- (c) After Providing DOE advanced written notice, the Contractor shall conduct negotiations with regulators regarding NOV/NOAVs and fines and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties and any other proposed notice, notice, administrative order and any other similar type of notice as described in paragraphs (a) and (b) above. However the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advanced written approval may result in otherwise allowable costs being declared unallowable and/or the contractor being liable for any excess cost to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

## **H.22 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**

The contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-10. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.



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## **H.23 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

**Responsible Corporate Official:**

Name: Paul Donahue  
Position: CEO and President  
Company/Organization: Centerra Group, LLC  
Address: 13530 Dulles Technology Drive, Suite 500  
Herndon, VA 20171  
Phone: 703-673-5538  
Facsimile: 703-860-4181  
Email: [paul.donahue@constellis.com](mailto:paul.donahue@constellis.com)

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

**Corporate Board of Directors:**

Name: Terry Ryan  
Position: Manager  
Company/Organization: Constellis, LLC  
Address: 13530 Dulles Technology Drive, Suite 500  
Herndon, VA 20171  
Phone: 703-673-5000  
Facsimile: 703-860-4181  
Email: [terry.ryan@constellis.com](mailto:terry.ryan@constellis.com)

Name: Gearoid Moore  
Position: Manager  
Company/Organization: Constellis, LLC  
Address: 13530 Dulles Technology Drive, Suite 500  
Herndon, VA 20171  
Phone: 703-673-5000  
Facsimile: 703-860-4181  
Email: [gearoid.moore@constellis.com](mailto:gearoid.moore@constellis.com)

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

**H.24 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014)**

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, FAR 52.224-2, Privacy Act.

<b>DOE Privacy Act System Number</b>	<b>DOE Privacy Act System Description</b>
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll and Leave Records
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization
DOE-18	Financial Accountability System
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-44	Special Access Authorization for Categories of Classified Information
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-60	General Correspondence Files
DOE-63	Personal Identity Verification (PIV) Files
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the contractor shall notify the Contracting Officer as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems

and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the contractor and the Contracting Officer, in consultation with the local Privacy Act Officer (PAO) and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

The "Privacy Act Notification" (FAR 52.224-1) and "Privacy Act" (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of the H clause above identifying system of record DOE-33, "Personnel Medical Records," along with language on records turnover. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

## **H.25 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE (OCT 2014) (REVISED)**

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

#### **H.26 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard; and activity could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health

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and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to FAR 52.242-15 clause entitled, *Stop-Work Order*.

- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

## **H.27 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute.

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If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **H.28 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or -controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to SRS; and, providing access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor shall work with the SR M&O Contractor in the maintenance and execution of the SRS Interface Management Plan. The Interface Management Plan is an Interface Management tool only and does not take precedence over the requirements identified herein.

The Contractor is not authorized to direct and/or to provide oversight to any other DOE-SR contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors, and DOE retains oversight and approval authority for all DOE-SR contracts.

The Contractor shall immediately notify the CO in writing if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with any DOE contractor in performance of the Contractor's activities in support of DOE or another DOE contractor.

#### **H.29 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)**

Within 15 calendar days after the Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause

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at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

### **H.30 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014) (REVISED)**

- (a) Pursuant to Executive Orders 13834 titled "Efficient Federal Operations", the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -
  - (1) Alternative Fueled Vehicles and Alternative Fuels;
  - (2) Biobased Content Products (USDA Designated Products);
  - (3) Energy Efficient Products;
  - (4) Non-Ozone Depleting Alternative Products;
  - (5) Recycled Content Products (EPA Designated Products); and
  - (6) Water Efficient Products (EPA WaterSense Labeled Products).

- (b) The Contractor should become familiar with these information resources:
- (1) Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - (2) Biobased Products are described at <http://www.biopreferred.gov/>.
  - (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
  - (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>.
  - (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
  - (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
  - (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.
- (c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

### H.31 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) calendar days after the Notice to Proceed. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within thirty (30) calendar days of its approval by the Contracting Officer.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:
- (1) a statement of the Contractor's policies and practices; and
  - (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-2 entitled, *Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed



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changes to the diversity plan which shall be subject to the Contracting Officer's approval.

**H.32 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES – ALTERNATE III (FEB 2017) (REVISED)**

This information does not apply to Contractor personnel responsible to continuously staff the minimum posts specified by DOE in the Vulnerability Analysis.

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) With the exception of those contractor personnel required by the DOE approved Post Orders, the Contractor shall provide the services required by the contract at

Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless the employees are covered by a labor or bargaining unit agreement that requires the Contractor to pay its employees for such work hours.

**H.33 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract with the following exceptions. Press releases shall be submitted for approval at least 3 business days prior to the planned issue date. Responses to media inquiries shall be submitted for approval at least 1 business day prior to release. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

**H.34 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE I (OCT 2014)**

- (a) In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the master subcontracting plan contained in Section J, Attachment J-7 is hereby incorporated into and made a part of this contract.
- (b) Prior to the beginning of each Government fiscal year, or other period as required by the Contracting Officer, the Contractor shall submit an individual subcontracting plan containing the annual subcontracting goals required by the clause at FAR 52.219-9, Small Business Subcontracting Plan, and any changes to the master subcontracting

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plan. The annual, individual subcontracting plan and changes to the master plan are subject to the Contracting Officer's approval; and the approved plan is incorporated by reference into the contract.

**H.35 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR – ALTERNATE I (OCT 2014) (DEVIATION)**

- (a) The following additional contractor Representations, Certifications and Other Statements are hereby incorporated into the contract by reference:

Certification Regarding Facility Clearance – Foreign Ownership Control or Influence Information

Disclosure Statement – Cost Accounting Practices and Certification

Organizational Conflicts of Interest Disclosure

**H.36 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporate into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

### **H.37 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014) (REVISED)**

Pursuant to FAR 52.245-1 as modified by DEAR 952.245-5, Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts), located in Part II – Contract Clauses, Section I, the Government will furnish the items listed below for use in the performance of this contract.

- (a) Government Furnished Property (GFP) is identified in the Master Property Report. The Master Property Report will be provided to the Contractor upon award. GFP includes the following:
- Assorted Tools (e.g. Generators, Portable Heaters/Air Conditioners, Battery Chargers, Key Machinery, Sewing Machines and Hand Tools)
  - Audio Visual Equipment
  - Body Armor and Tactical Equipment
  - Chemical Biological Warfare Equipment
  - Computer Equipment
  - Physical Training Equipment
  - Range and Targeting Equipment
  - Vehicles to include: SUVs, Vans, Cars, Trucks, Boats, Helicopters, Armored Vehicles, Mobile Command Post, Wrecker, Material Transports, Forklifts, and ATVs
  - Weapons, Weapon Systems, Explosives and Ammunition: Simulated and Actual
- (b) Within 60 days after contract start date, the contractor shall reconcile the property identified in paragraph (a) above and create a new Master Property Report which is incorporated by reference into this contract. All future changes shall be managed through the Master Property Report in accordance with the applicable laws, regulations and DOE orders. Government-owned word processing equipment and computer terminals may be used for automated data management and commitment tracking functions.

- (c) At the conclusion of contract performance, or at the request of the Contracting Officer's Representative, the contractor will provide an inventory of Government-owned property for disposition instructions.

### **H.38 DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014) (REVISED)**

- (a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. The indirect rates contained in these agreements must not exceed any contractually established indirect rate ceilings. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.
- (b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.
- (c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."
- (d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.
- (e) Requirements whether or not DOE is the CFA.
- (1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.
  - (2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

- (3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

**H.39 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS – ALTERNATE I (OCT 2014)**

- (a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

**None.**

- (b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved major or critical subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new major or critical subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future Task Orders.

**H.40 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be

- the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
  - (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

#### **H.41 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

#### **H.42 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014)**

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

#### **H.43 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

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- (b) The restrictions set out in paragraph (a) above, however, do not apply to –
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
  - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

**H.44 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE II (OCT 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or



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- third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
  - (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
  - (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
  - (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
  - (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
  - (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**H.45 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)**

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –
  - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
  - (2) Not impede or hinder another employee's cooperation with the OIG; and
  - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

**H.46 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM – ALTERNATE I (OCT 2014)**

- (a) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**H.47 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (OCT 2014) (REVISED)**

- (a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish the facilities/on-site office space listed in Section J, Attachment J-3 Government Furnished Facilities.

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Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

- (b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

#### **H.48 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014)**

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled "Updated Guidance on Conference-Related Activities and Spending."
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
- (1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
    - (i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
    - (ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - (2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
- (1) Conference title, description, and date
  - (2) Location and venue

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- (3) Description of any unusual expenses (e.g., promotional items)
  - (4) Description of contracting procedures used (e.g., competition for space/support)
  - (5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
  - (6) Number of attendees
- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- (g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the contracting officer.
- (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
    - (i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
    - (ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
  - (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
  - (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- (1) Track all conference expenses.
  - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

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**H.49 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014)**

(a) Definition.

For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

- (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
- (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

- (5) The Government will not reimburse costs associated with salary premiums that exceed 10%.
- (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

**H.50 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014)**

- (a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

<b>Name</b>	<b>Functional Positions</b>
Mark Bolton	Program Manager
William Frischmann	Operations Manager
Neil Duckett	Training Manager
Joyce Hopperton	ESHQ Manager

In addition to the requirement for the Contracting Officer's approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer's approval is also required for any change to the position assignment of a current key person.

- (b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and physically located within the SRS local commuting area.
- (c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
  - (1) The term "reasonably in advance" is defined as 60 calendar days.
  - (2) Key personnel are considered "managerial personnel" under the clause at DEAR 952.231-71, Insurance – Litigation and Claims.
- (d) Contract fee reductions for changes to key personnel.
  - (1) Notwithstanding the approval by the Contracting Officer, any time the Program Manager is removed, replaced, or diverted within two (2) years of being placed in the position, the earned fee under the contract may be permanently reduced by \$500,000.00 for each and every such occurrence.
  - (2) Notwithstanding the approval by the Contracting Officer, any time the key personnel other than the Program Manager is removed, replaced, or diverted within two (2) years of being placed in the position, the earned fee may be permanently reduced by \$100,000.00 for each and every such occurrence.
  - (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

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#### **H.51 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-1.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at *FAR 52.243-2, Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984)* and *FAR 52.243-1 Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984) (Applies to firm-fixed-price task orders only)*
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

#### **H.52 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)**

- (a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1, Government Property and FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the contract.
  - (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.
  - (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.
  - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
  - (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.
- (c) The Contractor shall -
- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or -leased vehicles are to be provided for use by subcontractor employees.

**H.53 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)**

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations,



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- rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **H.54 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.55 DOE-H-2080 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)**

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

- (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
- (2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

## IV. OTHER CLAUSES

### H.56 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 10% of the Total Estimated Cost of the contract (exclusive of contract fee and the maximum value under the IDIQ CLIN(s)). At least 60% of the Total Subcontracted Work shall be performed by small businesses. For the purposes of this clause, Service Level Agreements with other site contractors are considered to be subcontracts. The Contractor's subcontracted work shall be in compliance with its approved Small Business Subcontracting Plan at Section J, Attachment J-7. Subcontracts included in the Section H Clause entitled *DOE-H-2058, Designation and Consent of Major or Critical Subcontracts*, and all other subcontracts issued count toward the fulfillment of the subcontracting and small business goals in this contract, as applicable. Unless otherwise approved in advance by the Contracting Officer, work to be performed by subcontractors selected after contract award shall be acquired through competitive procurements, with an emphasis on fixed-price subcontracts. The use of cost-type, time-and-materials, and labor-hour subcontracts shall be minimized.

One of the key elements of this contract is to achieve continued optimization and improvement in overall costs for CLINs. The subcontracting approach and Small Business Subcontracting Plan should identify timely, discrete, and meaningful scopes of work that can be competed amongst small business concerns after contract award when requirements are further defined. Meaningful work is defined as discrete and distinct technical or programmatic scopes of work within the PWS that directly contribute to the accomplishment of the mission.

All positions designated as Pro-Force and Aviation Operations Pilots shall not be subcontracted.

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## **H.57 PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be accounted for in accordance with the terms of the Contract.

## **H.58 NNSA/EM STRATEGIC SOURCING PARTNERSHIP**

The contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

## **H.59 ORDERING PROCEDURE**

Performance under the IDIQ CLINs 003, 005, 007 shall be subject to the following task ordering procedure:

(a) Work under these CLINs shall only be performed after a task order or modification is issued in accordance with this task ordering procedure. All costs for work associated with these CLINs shall be allocable only to task orders and modifications issued as described therein.

(b) Request for task proposals will be issued in writing by the CO, may include notice to proceed, and will include the following information:

- Performance-Based Statement of Work;
- Task Order Deliverables;
- The Task Order type;
- The anticipated performance period;
- Authorized travel;

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- Government-furnished property;
  - Task Order Proposal instructions including a proposal response time;
  - Applicable, additional clauses depending on the task order type; and
  - Other pertinent information.
- (c) The Contractor's task proposal for Firm-Fixed-Price task orders shall include:
- Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government. The Contractor may submit a schedule of milestones for which it may be reimbursed by the Government after the successful completion of each milestone.
  - A total firm-fixed-price for the completion of the work described in the PWS of the task order by the schedule of performance stipulated by the Government. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, and other direct costs.
- (d) The Contractor's Task Proposal for Cost Reimbursement type task orders shall include the information as requested in the Request for Task Proposals.
- (e) The awarded task order will be issued bilaterally, and will include, but is not limited to, the following information:
- Date of the order;
  - Contract and Task Order numbers;
  - Performance-Based Statement of Work, including references to applicable specifications;
  - Task Order Performance Period;
  - Task Order deliverables;
  - Any property, material, or site support to be made available for performance of the task order (GFS/I);
  - The total negotiated fixed price or estimated cost and fee of the task order, and appropriate cost/price breakout for the specific task order type, if applicable;
  - Obligated amount, accounting and appropriation data;
  - The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact; and
  - Any other pertinent information deemed necessary to the performance of the order.
- (f) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered.

- (g) The Contracting Officer may issue an undefinitized task order. The undefinitized task order will include the information described in paragraphs (b). The undefinitized task order may be issued unilaterally and will include:
- A definitization schedule including a proposal response time; and
  - A requirement to establish separate accounting for the undefinitized action.

#### **H.60 LAWS, REGULATIONS AND DOE DIRECTIVES**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-1, List A, Applicable Federal, State and Local Regulations may be appended to this contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

#### **H.61 PARENT ORGANIZATION SUPPORT**

- (a) For onsite work, DOE fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, major subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
- (1) Monitor safety and performance in the execution of Contract requirements;
  - (2) Ensure achievement of Contract environmental cleanup and closure commitments;
  - (3) Sustain excellence of Contract key personnel;
  - (4) Ensure effective internal processes and controls for disciplined Contract execution;
  - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
  - (6) Provide other parent organization capabilities to facilitate Contract performance.
- (c) The CO may, at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.
- (d) If parent organization support is proposed by the Contractor or requested by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP at least 30 days prior to:
- (1) The end of the Contract Transition Period; or
  - (2) 60 days prior to the commencement date of parent organization support proposed by the Contractor or required by the Government. Subsequent POSP shall be submitted 90 days prior to the start of each fiscal year of Contract performance. The POSP shall be revised as necessary if proposed by the Contractor or requested by DOE.

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**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

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**I.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://www.acquisition.gov/?q=browsefar>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.1	52.202-1	Definitions (Nov 2013)	
I.2	52.203-3	Gratuities (Apr 1984)	
I.3	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.4	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
I.5	52.203-7	Anti-Kickback Procedures (May 2014)	
I.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
I.9	52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	
I.10	52.203-14	Display of Hotline Poster(s) (Oct 2015)	(b)(3) DOE IG Hotline Poster: <a href="http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf">http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf</a>
I.11	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	
I.12	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.13	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.14	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.15	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)	
I.16	52.204-13	System for Award Management Maintenance (Oct 2016)	
I.17	52.204-14	Service Contract Reporting Requirements (Oct 2016)	



<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information See FAR 52.104(d)</b>
<b>I.18</b>	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	
<b>I.19</b>	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
<b>I.20</b>	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
<b>I.21</b>	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
<b>I.22</b>	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Oct 2015)	
<b>I.23</b>	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)	
<b>I.24</b>	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
<b>I.25</b>	52.210-1	Market Research (Apr 2011)	
<b>I.26</b>	52.215-2	Audit and Records – Negotiation (Oct 2010)	
<b>I.27</b>	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
<b>I.28</b>	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
<b>I.29</b>	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)	
<b>I.30</b>	52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)	
<b>I.31</b>	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	
<b>I.32</b>	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
<b>I.33</b>	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
<b>I.34</b>	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
<b>I.35</b>	52.215-19	Notification of Ownership Changes (Oct 1997)	
<b>I.36</b>	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010) (Alt III (Oct 1997))	(c) CD-ROM, as requested by the Contracting Officer.
<b>I.37</b>	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
<b>I.38</b>	52.216-7 as modified by DEAR 952.216-7	Allowable Cost and Payment (Jun 2013)	(a)(3)15 <sup>th</sup> (cost invoices) and 30 <sup>th</sup> (fee invoices)
<b>I.39</b>	52.216-11	Cost Contract-No Fee (Apr 1984) <i>Applies to Contract Transition CLIN only</i>	
<b>I.40</b>	52.216-18	Ordering (Oct 1995) <i>See full text version in Section I below (applies to IDIQ CLINs only)</i>	(a) the date of contract award through the end of contract performance as specified in Section F
<b>I.41</b>	52.216-19	Order Limitations (Oct 1995) <i>See full text version in Section I below (applies to IDIQ CLINs only)</i>	(a) \$0 (b)(1) \$1,000,000 (b)(2) \$1,000,000 (b)(3) 365 (d) 5
<b>I.42</b>	52.216-22	Indefinite Quantity (Oct 1995) <i>See full text version in Section I below (applies to IDIQ CLINs only)</i>	(d) one year beyond the expiration date of the contract period
<b>I.43</b>	52.217-2	Cancellation Under Multi-year Contracts (Oct 1997)	
<b>I.44</b>	52.217-8	Option to Extend Services (Nov 1999)	30 days of the contract expiration date
<b>I.45</b>	52.217-9	Option to Extend the Term of the Contract (Mar 2000) <i>See full text version in Section I below</i>	(a) 30 days of the contract expiration date; 60 days (c) 10 years
<b>I.46</b>	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)	(c) <u>N/A</u>
<b>I.47</b>	52.219-8	Utilization of Small Business Concerns (Nov 2016)	
<b>I.48</b>	52.219-9	Small Business Subcontracting Plan (Jan 2017) – Alt II (Nov 2016)	
<b>I.49</b>	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
<b>I.50</b>	52.219-28	Post-Award Small Business Program Representation (Jul 2013)	(g) Contractor Fill-In After Award, as applicable
<b>I.51</b>	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
<b>I.52</b>	52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) <b>Zero</b>
<b>I.53</b>	52.222-3	Convict Labor (Jun 2003)	
<b>I.54</b>	52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)	
<b>I.55</b>	52.222-17	Non-displacement of Qualified Workers (May 2014)	
<b>I.56</b>	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
<b>I.57</b>	52.222-26	Equal Opportunity (Sep 2016)	
<b>I.58</b>	52.222-35	Equal Opportunity for Veterans (Oct 2015)	
<b>I.59</b>	52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)	
<b>I.60</b>	52.222-37	Employment Reports on Veterans (Feb 2016)	
<b>I.61</b>	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
<b>I.62</b>	52.222-41	Service Contract Labor Standards (May 2014)	
<b>I.63</b>	52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014) <i>See full text version in Section I below</i>	
<b>I.64</b>	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.65</b>	52.222-50	Combating Trafficking in Persons (Mar 2015)	
<b>I.66</b>	52.222-54	Employment Eligibility Verification (Oct 2015)	
<b>I.67</b>	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	
<b>I.68</b>	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
<b>I.69</b>	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alt I (Jul 1995)	(b) <b>None</b>
<b>I.70</b>	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
<b>I.71</b>	52.223-6	Drug-Free Workplace (May 2001)	
<b>I.72</b>	52.223-10	Waste Reduction Program (May 2011)	
<b>I.73</b>	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Aug 2011)	
<b>I.74</b>	52.223-19	Compliance with Environmental Management Systems (May 2011)	
<b>I.75</b>	52.224-1	Privacy Act Notification (Apr 1984)	
<b>I.76</b>	52.224-2	Privacy Act (Apr 1984)	
<b>I.77</b>	52.224-3	Privacy Training (JAN 2017)	
<b>I.78</b>	52.225-1	Buy American – Supplies (May 2014)	
<b>I.79</b>	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
<b>I.80</b>	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
<b>I.81</b>	52.227-1	Authorization and Consent (Dec 2007)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
<b>I.82</b>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
<b>I.83</b>	52.227-3	Patent Indemnity (Apr 1984)	
<b>I.84</b>	52.228-5	Insurance – Work on a Government Installation (Jan 1997) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.85</b>	52.228-7	Insurance-Liability to Third Persons (Mar 1996)	
<b>I.86</b>	52.229-3	Federal, State, and Local Taxes (Feb 2013) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.87</b>	52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)	
<b>I.88</b>	52.230-2	Cost Accounting Standards (Oct 2015)	
<b>I.89</b>	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
<b>I.90</b>	52.232-1	Payments (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.91</b>	52.232-8	Discounts for Prompt Payment (Feb 2002) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.92</b>	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
<b>I.93</b>	52.232-11	Extras (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.94</b>	52.232-17	Interest (May 2014)	
<b>I.95</b>	52.232-18	Availability of Funds (Apr 1984)	
<b>I.96</b>	52.232-22	Limitation of Funds (Apr 1984)	
<b>I.97</b>	52.232-23	Assignment of Claims (May 2014)	
<b>I.98</b>	52.232-25	Prompt Payment (Jul 2013) – Alt I (Feb 2002)	
<b>I.99</b>	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)	
<b>I.100</b>	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
<b>I.101</b>	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
<b>I.102</b>	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
<b>I.103</b>	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
<b>I.104</b>	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
<b>I.105</b>	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
<b>I.106</b>	52.237-3	Continuity of Services (Jan 1991)	
<b>I.107</b>	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
<b>I.108</b>	52.242-3	Penalties for Unallowable Costs (May 2014)	
<b>I.109</b>	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
<b>I.110</b>	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
<b>I.111</b>	52.242-13	Bankruptcy (Jul 1995)	
<b>I.112</b>	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
<b>I.113</b>	52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alt II and Alt III (Apr 1984).	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.114	52.243-6	Change Order Accounting (Apr 1984)	
I.115	52.244-2	Subcontracts (Oct 2010) – Alt I (Jun 2007)	(d) <b><u>The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types;</u></b>  (j) <b><u>Critique Resource Consulting Corporation; Innovative Reasoning, LLC; Innovative Technology Partnerships, LLC; Westech International, Inc.; and Street Legal Industries, Inc.</u></b>
I.116	52.244-5	Competition in Subcontracting (Dec 1996)	
I.117	52.244-6	Subcontracts for Commercial Items (Nov 2017)	
I.118	52.245-1	Government Property (Jan 2017), as modified by DEAR 952.245-5 “and DOE Acquisition Regulation Subpart 945.5” after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause	
I.119	52.245-9	Use and Charges (Apr 2012)	
I.120	52.246-25	Limitation of Liability – Services (Feb 1997)	
I.121	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy; <b><u>Contract No. 89303323DEM000088</u></b> ; the Contract Administration Office specified in Section G
I.122	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.123	52.248-1	Value Engineering (Oct 2010)	(m) Contracting Officer fill in at award
I.124	52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.125	52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) <i>Applies to firm-fixed-price task orders only</i>	
I.126	52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.127	52.249-6	Termination (Cost-Reimbursement) (May 2004)	
I.128	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) <i>Applies to firm-fixed-price task orders only</i>	
I.129	52.249-14	Excusable Delays (Apr 1984)	
I.130	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.131	52.252-6	Authorized Deviations in Clauses (Apr 1984) <i>See full text version below in Section I</i>	
I.132	52.253-1	Computer Generated Forms (Jan 1991)	
I.133	952.202-1	Definitions (Feb 2011)	
I.134	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.135	952.204-2	Security (Aug 2016)	
I.136	952.204-70	Classification/Declassification (Sep 1997)	
I.137	952.204-71	Sensitive Foreign Nations Controls (Mar 2011)	
I.138	952.204-73	Facility Clearance (Aug 2016)	
I.139	952.204-75	Public Affairs (Dec 2000)	
I.140	952.204-77	Computer Security (Aug 2006)	
I.141	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.142	952.208-70	Printing (Apr 1984)	
I.143	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.144	952.215-70	Key Personnel (Dec 2000)	
I.145	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.146	952.219-70	DOE Mentor-Protégé Program (May 2000)	
I.147	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.148	952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (Dec 2010)	(b)(2)(i) 12
I.149	952.223-78	Sustainable Acquisition Program (Oct 2010)	
I.150	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.151	952.231-71	Insurance – Litigation and Claims (Jul 2013)	
I.152	952.237-70	Collective Bargaining Agreements—Protective Services (Aug 1993)	
I.153	952.242-70	Technical Direction (Dec 2000) <i>See full text version in Section I below</i>	
I.154	952.247-70	Foreign Travel (Jun 2010)	
I.155	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.156	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.157	970.5204-1	Counterintelligence (Dec 2010)	
I.158	970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010)	

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This Contract incorporates one or more clauses by reference as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

**(I.41) FAR 52.216-18, ORDERING (OCT1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of contract performance as specified in Section F.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**(I.42) FAR 52.216-19, ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of \$1,000,000.00
  - (2) Any order for a combination of items in excess of \$1,000,000.00; or
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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**(I.43) FAR 52.216-22, INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the expiration date of the contract period.

**(I.46) FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.



**(I.64) FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>
Accountant	\$36.28
Admin Assistant/Coord	\$25.38
Admin Coord	\$25.38
Associate IT Analyst	\$32.84
Associate Labor Relations Rep	\$29.66
Associate Project Control Specialist	\$39.95
Associate Safety & Health Specialist	\$32.84
Contract Assistant	\$29.66
Document Control Specialist	\$32.84
Engineering & Tech Support Specialist	\$39.95
Exec Assistant/Coord	\$25.38
FLM, Maintenance/Machinist	\$23.07
FLM, Radiation Control	\$31.40
Media Specialist	\$25.89
Meeting/Events Planner	\$25.38
Recruitment/Employment Lead	\$43.90
Sr Ops/Tech Training Specialist	\$52.62
Sr Records/Info Specialist	\$43.90
Sr Staff Contract Admin	\$62.58
Sr. Exec Assistant/Coord	\$32.84
Sr. Payroll Analyst	\$39.95
Sr. Procedures Writer	\$39.95
Sr. Project Control V	\$62.58
Sr. Property Management V	\$39.95
Sr. Work Control Planner	\$39.95
Staff Contract Admin	\$62.58
Training Advisor	\$62.58
Transfer Procedure Writer	\$43.90
Work Control Planner	\$36.28
Work Window Coord	\$52.62

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**(I.132) FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(I.154) DEAR 952.242-70, TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the DOE.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - (1) Constitutes an assignment of additional work outside the SOW;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) Changes contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform to the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.

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- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the DOE will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect the technical direction will be subject to the provisions of the clause in Section I, 52.233-1 "Disputes."

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**PART III – LIST OF DOCUMENTS, EXHIBITS, AND  
OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

- ATTACHMENT J-1: LAWS, DOE/NNSA DIRECTIVES AND OTHER RELATED DOCUMENTS
- ATTACHMENT J-2: LIST OF DELIVERABLES
- ATTACHMENT J-3: GOVERNMENT FURNISHED FACILITIES (GFF)
- ATTACHMENT J-4: WORK BREAKDOWN STRUCTURE (WBS)
- ATTACHMENT J-5: GOVERNMENT FURNISHED SERVICES/ITEMS (GFS&I)
- ATTACHMENT J-6: AWARD FEE PLAN (AFP)
- ATTACHMENT J-7: SMALL BUSINESS SUBCONTRACTING PLAN
- ATTACHMENT J-8: U.S. DEPARTMENT OF LABOR WAGE FOR CBA AND NON-EXEMPT EMPLOYEES
- ATTACHMENT J-9: RESERVED
- ATTACHMENT J-10: PERFORMANCE GUARANTEE AGREEMENT
- ATTACHMENT J-11: GUIDANCE FOR PREPARATION OF EMPLOYEE CONCERNS PROGRAM (ECP) IMPLEMENTATION PLAN
- ATTACHMENT J-12: GUIDANCE FOR PREPARATION OF EQUAL OPPORTUNITY (EEO) PROGRAM
- ATTACHMENT J-13: RESERVED
- ATTACHMENT J-14: SENSITIVE FOREIGN NATIONS CONTROL
- ATTACHMENT J-15: ACRONYMS

**SECTION J, ATTACHMENT J-1**

**Laws, DOE/NNSA Directives and Other Related Documents**

*(The Contractor shall comply with the requirements as stated in the CRD for those DOE directives containing a CRD)*

<b>List A: Laws and Regulations:</b>	
<b>Requirement</b>	<b>Title</b>
<b>MISCELLANEOUS</b>	
Executive Order 11246	Affirmative Action Plan
Executive Order 12958	Classified National Security Information
Executive Order 12829	National Industrial Security Program
Executive Order 13526	Classified National Security Information
Executive Order 13549	Classified National Security Information Programs for State, Local, Tribal, and Private Sector Entities
Executive Order 13556	Controlled Unclassified Information
National Security Presidential Directive-17 / HSPD-4 (unclassified version)	National Strategy to Combat Weapons of Mass Destruction – [Note - Alcohol, Tobacco and Firearms (ATF) developed the National Odor Recognition Testing Standard (NORT) for Canine Explosive Detection
Homeland Security Presidential Directive (HSPD)-5	National Incident Management System
HSPD-12	Policy for a Common Identification Standard for Federal Employees and Contractors
HSPD-20	National Continuity Policy
National Security Presidential Directive (NSPD)-51	National Continuity Policy
Presidential Policy Directive (PPD)-21,	Critical Infrastructure Security and Resilience
Public Law No. 113-283	Federal Information Security Management Act (FISMA) of 2014
H.R. 1232	Federal Information Technology Acquisition Reform Act (FITARA) (9/18/2014)

<b>ENERGY</b>	
42 U.S.C. 2011 et seq.	Atomic Energy Act of 1954, as amended
10 CFR 708	Contractor Employee Protection Program
10 CFR 710	Criteria and Procedures for Determining Eligibility for Access to Classified Matter and Special Nuclear Material
10 CFR 712	Human Reliability Program, 01/01/11

10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 835	Occupational Radiation Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1016	Safeguarding of Restricted Data
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information
10 CFR 1045	Nuclear Classification and Declassification
10 CFR 1046	Medical, Physical Readiness, Training and Access Authorization Standards for Protective Force Personnel, 01/01/2016
10 CFR 1047	Limited Arrest Authority and Use of Force by Protective Force Officers, 01/01/2012

<b>INFORMATION SECURITY OVERSIGHT OFFICE</b>	
32 CFR 2001	Classified National Security Information, Subpart G, "Security Education and Training"
32 CFR 2001	Classified National Security Information, Subpart H, "Standard Forms"

<b>PUBLIC CONTRACTS and PROPERTY MANAGEMENT</b>	
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulation
41 CFR 102-36.295	Annual Report of Personal Property Furnished to Non-Federal Recipients
41 CFR 102-39.75	Annual Report of Exchange/Sale Transactions
41 CFR 102-192	Mail Management
41 CFR 109	Department of Energy Property Management Regulations

<b>TELECOMMUNICATION</b>	
47 CFR 13	Commercial Radio Operator

<b>FEDERAL ACQUISITION REGULATIONS SYSTEM</b>	
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<b>DEPARTMENT OF LABOR</b>	
29 CFR 1600-1699	Equal Employment Opportunity Commission

29 CFR 1910	Occupational Safety and Health Standards
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<b>FEDERAL AVIATION ADMINISTRATION</b>	
14 CFR 21	Certification procedures for products and parts
14 CFR 43	Maintenance, preventive maintenance, rebuilding, and alteration
14 CFR 61	Certification: Pilots, flight instructors, and ground instructors
14 CFR 65	Certification: Airmen Other Than Flight Crewmembers
14 CFR 67	Medical standards and certification
14 CFR 91	General operating and flight rules
14 CFR 133	Rotorcraft external-load operations
14 CFR 135	Operating requirements: Commuter and on demand operations and rules governing persons on board such aircraft
14 CFR 137	Agricultural aircraft operations
FAR Part 107	Small Unmanned Aerial Systems

<b>DEPARTMENT OF TRANSPORTATION</b>	
49 CFR 390	Federal Motor Carrier Safety Regulations
49 CFR 830	Notification and reporting of aircraft accidents or incidents and overdue aircraft, and preservation of aircraft wreckage, mail, cargo, and records

<b>STATE OF SOUTH CAROLINA SPECIAL STATE CONSTABLE STATUTES</b>	
Section 23-7-10	Appointment of Special State Constables upon recommendation of United States Atomic Energy Commission; compensation
Section 23-7-20	Term of Office; removal.
Section 23-7-30	Oath; Bond.
Section 23-7-40	Jurisdiction of constables.
Section 23-7-50	General powers and duties.
Section 23-7-60	Issuance of summons for violation of traffic law.
Section 23-7-70	Exclusive remedy.
Section 23-23-115	Training of Officers with Savannah River Site Law Enforcement Department.
	All other SC statutes applicable to Special State Constables.

<b>List B - List of Applicable Directives*:</b>	
<b>Requirement</b>	<b>Title</b>
DOE O 130.1	Budget Formulation Process, 09/29/95
DOE O 135.1A	DOE Budget Execution Funds Distribution and Control, 01/09/06
DOE M 135.1-1A	Department of Energy Budget Execution Funds Distribution and Control Manual, 01/09/2006
DOE O 137.1B	Plan for Operating in the Event of a Lapse in Appropriations, 09/30/11
DOE P 141.1	DOE Management of Cultural Resources, 05/02/01
DOE O 142.3A, Chg 1 (MinChg)	Unclassified Foreign Visits and Assignments Program, 01/18/17
DOE O 150.1A	Continuity Programs, 03/31/14
DOE O 151.1D	Comprehensive Emergency Management System, 08/11/16
DOE O 200.1A Chg 1 (MinChg)	Information Technology Management, 01/13/17
DOE O 200.2	Information Collection Management Program, 10/11/2006
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology, 1/07/05
DOE P 205.1	Departmental Cyber Security Management Policy, 05/08/01
DOE O 205.1B Chg 3 (PgChg)	Department of Energy Cyber Security Program, 04/29/14
EM Risk Management	EM Risk Management Approach Implementation Plan, 08/2012
DOE O 206.1	DOE Privacy Program, 01/16/09
DOE O 206.2	Identity, Credential, and Access Management (ICAM), 02/19/13
DOE O 210.2A	DOE Corporate Operating Experience Program, 04/08/11
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General, 09/27/16
DOE O 221.2A	Cooperation with the Office of Inspector General, 02/25/08
DOE O 225.1B	Accident Investigations, 03/04/11
DOE O 226.1B	Implementation of Department of Energy Oversight Policy, 04/25/11



DOE P 226.2	Policy for Federal Oversight and Contractor Assurance Systems, 08/09/16
DOE O 227.1A	Independent Oversight Program, 12/21/15
DOE O 231.1B, Chg 1 (Admin Chg)	Environment, Safety and Health Reporting, 11/28/2012
DOE O 232.2A,	Occurrence Reporting and Processing of Operations Information, 01/17/17
CRD O 232.2A (Supplemented Rev.0)	EM Supplemental CRD to DOE O 232.2A, <i>Occurrence Reporting and Processing of Operations Information</i>
DOE O 243.1B, Chg 1 (Admin Chg)	Records Management Program, 07/08/13
DOE O 251.1D	Departmental Directives Program, 01/17/17
DOE O 311.1B	Equal Employment Opportunity and Diversity Program, 02/12/03
DOE O 350.1, Chg 6 (MinChg)	Contractor Human Resource Management Programs, 02/01/18
DOE O 350.3	Labor Standards Compliance, Contractor Labor Relations and Workplace Structuring Programs, 9/29/14
DOE O 413.1B	Internal Control Program, 10/28/08
DOE O 414.1D, Chg 1 (Admin Chg)	Quality Assurance, 05/08/13
DOE G 414.1-2B, Chg 2 (admin Chg)	Quality Assurance Program Guide 05/08/13
DOE O 415.1, Chg 2 (Admin Chg)	Information Technology Project Management, 01/17/17
DOE O 420.1C, Chg 2 (Min Chg)	Facility Safety, 07/26/18
DOE O 422.1, Chg 2 (Admin Chg)	Conduct of Operations, 12/03/14
DOE O 430.1C	Real Property Asset Management, 08/19/16
DOE O 436.1	Departmental Sustainability, 05/02/11
DOE O 440.2C Chg 1 (Admin Chg)	Aviation Management and Safety, 06/22/11
DOE O 442.1A	Department of Energy Employee Concerns Program, 06/06/01
DOE G 442.1-1	DOE Employee Concerns Program Guide, 02/01/99
DOE O 442.2, Chg 1, (PgChg)	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health, 10/05/16
DOE P 444.1	Preventing and Responding to all Forms of Violence in the Workplace, 11/06/14

DOE G 444.1-1	Guide on Preventing and Responding to All Forms of Violence in the Workplace, 04/22/15
DOE O 458.1, Chg 3 (Admin Chg)	Radiation Protection of the Public and the Environment, 01/15/13
DOE O 460.1D	Hazardous Material Packaging and Transportation Safety, 12/20/16
DOE O 460.2A	Departmental Materials Transportation and Packaging Management, 12/22/04
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest, 11/01/10
DOE P 470.1B	Safeguards and Security Program, 02/10/16
DOE O 470.3C	Design Basis Threat (DBT) Order, 11/23/16
DOE O 470.4B, Chg 2 (MinChg)	Safeguards and Security Program, 01/17/17
DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)
DOE O 470.5	Insider Threat Program, 06/02/14
DOE O 470.6 Chg 1 (MinChg)	Technical Security Program, 01/11/17
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information, 03/01/10
DOE O 471.3, Chg 1 (Admin Chg)	Identifying and Protecting Official Use Only Information, 01/13/11
DOE M 471.3-1, Chg 1 (Admin Chg)	Manual for Identifying and Protecting Official Use Only Information, 01/13/11
DOE O 471.5	Special Access Programs, 03/29/11
DOE O 471.6, Chg 2 (Admin Chg)	Information Security, 05/15/15
DOE O 472.2, Chg 1 (PgChg)	Personnel Security, 07/09/14
DOE O 473.3A Chg 1 (MinChg)	Protection Program Operations, 01/02/18
NNSA Supplemental Document (SD), 473.3, "as appropriate"	Enterprise Mission Essential Task List (EMETL) -Based Protective Force Training Program, dated 09/10/14, "as appropriate"
DOE O 475.2B	Identifying Classified Information, 10/02/14
DOE O 534.1B	Accounting, 01/06/03
DOE O 551.1D, Chg 2 (Minor Revision)	Official Foreign Travel, 08/09/16
DOE-STD 1197-2011	Occurrence Reporting Causal Analysis, 10/17/11

DOE-STD-1210-2012	Incidents of Security Concern, 10/01/12
DOE-STD-1212-2012	Explosives Safety, 06/27/12
DOE-HDBK-1223-2016	Classified Matter Protection and Control Handbook, 09/13/16
DOE-STD-1213-2014, Chg Notice 1	Protective Force Contingency Planning Technical, 07/22/14
DOE-STD-1225-2017	DOE Canine Performance Testing Protocol, 09/19/17
Police Dog Training and Certifications	Police Dog Training and Certifications
Protective Force Firearms Qualifications Courses	National Training Center, 07/06/16
Range Design Criteria	National Training Center, 06/04/12
DOE-STD-3006-2010	Planning and Conducting Readiness Reviews, 05/06/10
DOE-STD-3014-2006	Accident Analysis for Aircraft Crash into Hazardous Facilities, 05/29/06
DOE – Energy Programs RMA IP August 2012	Energy Programs Implementation Plan For The Department's Risk Management Approach
DOE G 151.1-4	Response Elements 07/11/07
DOE G 580.1-1A	Personal Property 06/09/15
CNSS 1253	Security Categorization and Control Selection for National Security Systems, 03/15/12
NIST SP 800-53, Rev. 4	National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 04/20/13
EM-QA-001, Rev .1	EM Corporate Quality Assurance Program, 08/28/12
PCSP V 2.0	Program Cyber Security Plan Version 2.0, 09/2010
NQA-1a-2009	ASME Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009
SRM 440.2.1G	SRS Aviation Management and Safety Program Manual, 2/04/19
SRNS 5Q, Rev. 4	Radiological Control, 07/30/13
SRNS 8Q-11	Pedestrians, Equipment Operations, Vehicles and Other Means of Transportation, 08/27/13
SRNS TM-90-7, Rev.8	SRS Hoisting and Rigging Manual, Section 8, Lift Trucks
WSRC TM-95-1, Rev 86	Engineering Standards, 12/17/13
SRSPM 250.1.1F	Savannah River Site Policy Manual, 09/4/18

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## SECTION J, ATTACHMENT J-2

### LIST OF DELIVERABLES

The table below summarizes the specific products the Contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the Contractor shall submit the product. Durations stated in the table are in calendar days unless otherwise noted. Unless otherwise specified below, the due date - deliverables shall be mutually agreed upon during the transition period by DOE and the Contractor. Unless the deliverable format is specified in the Requirement/Description section below, or within a reference contract section or other document, the Contractor's format shall be acceptable.

Deliverables are considered task order endpoints, work scope completions, products, reports or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- Approval – The Contractor shall provide the deliverable to DOE for review and approval. Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval. Unless otherwise specified, DOE will use its best efforts to review and/or approve deliverables within a reasonable timeframe consistent with the complexity and content of the deliverable.
- Information – The Contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. Contractor shall respond to all written comments.

Summary of Contract Deliverables does not include all required deliverables identified in other applicable sections of the Contract, DOE directives, federal regulations, or regulatory documents. The Contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the Contract. Omission of applicable deliverables from Section J Attachment entitled, Contract Deliverables, does not affect the obligation of the Contractor to submit required deliverables pursuant to this section or other sections of this Contract.

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
1.	Transition Plan	C.0.4.1. Transition Plan	Within 14 calendar days after issuance of the NTP	Approval
2.	Status Report of Transition Activities	C.0.4.3 Status Reports-Transition Activities	Weekly during the Contract Transition Period	Information
3.	Government-Owned Property joint reconciliation	C.0.4.4 Government-Owned Property	By the end of the Contract Transition Period	Information
4.	Contractor Employee Compensation Plan	H.5(a)	By the end of the Contract Transition Period	Approval
5.	Total Compensation System	H.5(b)	By the end of the Contract Transition Period, and annually thereafter	Approval
6.	Annual Contractor Salary-Wage Increase Expenditure Report	H.5(c)(1)	Annually	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
7.	List of the Top Five Most Highly Compensated Executives	H.5(c)(2)	At the time of Notice to Proceed, and at the time of any subsequent change to their total cash compensation	Approval
8.	Annual Compensation and Benefits Report	H.5(c)(3)	Annually by March 15	Information
9.	Proposed Major Compensation Program Design Changes	H.5(d)(3)(A)(i)	As applicable	Approval
10.	Annual Compensation Increase Plan (CIP)	H.5(d)(3)(A)(iv)	Annually (if necessary)	Approval
11.	Individual Compensation Actions for the Top Contractor Official and Key Personnel not included in the CIP	H.5(d)(3)(A)(vi)	Annually	Information
12.	Employee Benefits Value Study	H.5(e)(3)(A)	Every two years	Approval
13.	Employee Benefits Cost Study Comparison	H.5(e)(3)(B)	Annually	Approval

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
14.	Corrective Action Plan if net Benefit Value exceeds comparator group by 5%	H.5(e)(4)	As required	Approval
15.	Analysis and Corrective Action Plan if average total benefit per capita or total benefit costs as a percent of payroll exceed comparator group by 5% or more	H.5(e)(5)	As required	Approval
16.	ERISA section 103 full-scope audit results every third year and ERISA section 104 limited-scope audit results in the other years	H.5(g)(2)	Annually	Information
17.	Actuarial Valuation Reports	H.5(h)(1)	Annually by the due date for filing IRS Form 5500	Information
18.	Forms 5500 and Forms 5300	H.5(h)(2-3)	Annually, no later than submitted to the IRS	Information

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<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
19.	Proposed Changes to Pension Plans	H.5(i)(1)	At least 60 days prior to the adoption of any changes to a pension plan	Approval
20.	New benefit plans and changes to plan design or funding methodology	H.5(i)(2)	At least 60 days prior to the adoption of any changes to a pension plan	Approval
21.	Annual Actuarial Evaluations, including corrective action plans as necessary	H.6(b)	Annually	Approval



Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
22.	Workforce Transition Plan (A) List of Contractor personnel responsible for transitioning employees; (B) Description of transition agreements with incumbent contractor; (C) Communications Plan on Hiring Preferences; and (D) Provide process as part of transition agreements for obtaining updated and continuous information through the Transition Period regarding the incumbent employees	H.7(a)(1)	Within 10 days after NTP	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
23.	Workforce Transition Plan (continued) (A) Draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors (B) Final written communication plan with the incumbent contractors regarding the implementation of the hiring preferences	H.7(a)(2)	Within 15 days after NTP	Information
24.	Final Workforce Transition Plan	H.7(a)(3)	Within 30 days after NTP	Approval
25.	Final Workforce Transition Agreements	H.7(a)(4)	Within 60 days after NTP	Information
26.	Reports on implementation of the hiring preferences	H.7(a)(5)	Weekly during the Transition Period, or less frequently if requested	Information
27.	Draft Benefits Transition Plan	H.7(b)(1)	Within 10 days after NTP	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
28.	Draft Benefits Transition Plan (continued) (i) List of contractor personnel responsible for transitioning pension and other benefits; (iii) Estimated costs and cost breakouts to accomplish workforce and benefits transition activities, including the costs for enrolled actuaries and counsel.	H.7(b)(2)(A)	Within 10 days after NTP	Information
29.	Draft Benefits Transition Plan (continued) A list of the information and documents that the Contractor has requested from SRR pertaining to the transition existing benefit plans.	H.7(b)(2)(B)	Within 15 days after NTP	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
30.	Draft Benefits Plan (continued) (i) final draft Benefits Transition Plan (ii) detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity (iv) minutes of the meeting as well as a written description of any substantive issues identified at the meeting	H.7(b)(2)(C)	(i) and (ii) Within 20 days after NTP (iv) Within 2 days after the meeting	Information
31.	Final Benefits Transition Plan	H.7(b)(2)(D)	Within 30 days after NTP	Approval
32.	Draft copies of the transition agreements the Contractor will enter into with Centerra, to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5	H.7(b)(2)(E)(i)	Within 45 days after NTP	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
33.	Drafts of all amendments to or restatements of the pension plans presently sponsored by Centerra. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor(s).	H.7(b)(2)(E)(ii)	Within 45 days after NTP	Information
34.	Draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft Summary Plan Descriptions (SPDs) for the pension and any other benefit plans.	H.7(b)(2)(E)(iii)	Within 45 days after NTP	Information

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
35.	Proposed final versions of defined benefit and defined contribution plans and other benefit plans	H.7(b)(2)(F)	Within 60 days after NTP	Approval
36.	Copies of executed transition agreements	H.7(b)(2)(G)	As requested	Information
37.	Economic Bargaining Parameters prior to Collective Bargaining	H.9(b)	Minimum of 3 weeks prior to the commencement of collective bargaining	Approval
38.	Arbitration Decisions	H.9(g)	Within a week of receipt of the decision	Information
39.	"Report of Settlement" after ratification of a collective bargaining agreement, or written reports as necessary	H.9(h)	Next open quarter for "Report of Settlement", or monthly or weekly written reports as required	Information
40.	Semi-annual report on grievances	H.9(i)	Semi-annually by June 30 and December 31	Information
41.	Workforce Restructuring Information	H.10	As required	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
42.	Standard Form 98 (e98)	H.11(c)	Upon initial solicitation, option or extension of the subcontract, or; if there is a significant change in the work scope	Approval
43.	New worker's compensation policies and initial proposals for self-insurance	H.12(a)	As applicable	Approval
44.	Workers compensation settlement claims above the established threshold	H.12(c)	As applicable	Approval
45.	Evidence of insurance	H.13(b)	Within 10 days after NTP	Information
46.	Insurance policies or insurance arrangements	H.15(a)(5)	Within 30 days after NTP	Information
47.	Contractor Business System Reviews, including but not limited to any necessary corrective action plans and other responses to audits	H.16, H.17, H.18, H.19, and H.20	As required	Approval

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
48.	Contractor business system descriptions	H.17, H.18, H.19, and H.20	Within 60 days of the NTP	Approval
49.	Organizational Conflict of Interest Management Plan	H.30	Within 15 days after NTP	Approval
50.	Diversity Plan	H.33	Within 60 days after NTP	Approval
51.	Annual Diversity Report	H.33	Annually	Information
52.	Contractor Releases of Information	H.35	Within 10 days prior to the planned issue date	Approval
53.	Small Business Subcontracting Plan and any changes to the Master Subcontracting Plan	H.36 FAR 52.219-9	Prior to the beginning of each Government fiscal year	Approval
54.	Worker Safety and Health Program	H.37 10 CFR 851	Within 30 days after NTP	Approval
55.	Annual Indirect Billing Rate Submissions	H.39 FAR 52.216-7, as modified by DEAR 952.216-7	As required	Approval



Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
56.	Parent Organization Support Plan (if applicable)	H.61 The Contractor shall provide a list of all activities that require Parent Organization Support and the Justification for each. A cost breakdown for each activity should also be included.	At least 30 days prior to the end of the Contract Transition Period; or 60 days prior to the commencement date of parent organization support proposed by the contractor or required by the Government. Any subsequent POSP shall be submitted at least 90 days prior to the start of each contract year of performance.	Approval
57.	OMB Standard Form LLL, Disclosure of Lobbying Activities	FAR 52.203-12	Within 30 days of the end of the calendar quarter in which a change occurs	Information
58.	Reporting Executive Compensation and First-Tier Subcontract Awards	FAR 52.204-10	Within 30 days of NTP and annually thereafter	Information

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
59.	Standard Form 294 Subcontracting Report for Individual Contracts	FAR 52.219-9	Semi-Annually	Small Business Program Manager Approval
60.	Equal Employment Report (EEO-1)	FAR 52.222-26	Annually by September 30	Information
61.	Federal Contractor Veterans' Employment Report (VETS-4212 Report)	FAR 52.222-37	Annually by September 30	Information
62.	Workplace Substance Abuse Program	FAR 52.223-6 DOE O 350.1 10 CFR 707	Within 30 days of NTP, and updated annually thereafter or when significant changes occur	Approval
63.	Workplace Substance Abuse Plan Reports	FAR 52.223-6 DOE O 350.1 10 CFR 707	Semi-annually	Information
64.	Bankruptcy Notification	FAR 52.242-13	As applicable within 5 days of the initiation of the proceeding relating to the filing	Information
65.	Consent to Subcontract	FAR 52.244-2	As required	Approval
66.	Reports of results for periodic physical inventories of property	FAR 52.245-1(f)(1)(iv)	Annually by September 30	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
67.	Reports of loss, damage, destruction, or theft of property	FAR 52.245-1(f)(1)(vi)	As soon as facts become known	Information
68.	Final property inventory for physically completed or terminated contracts	FAR 52.245-1(f)(1)(iv)	60 days prior to contract completion or upon notice of termination	Information
69.	Legal Management Plan	10 CFR 719	Within 60 days of NTP	Approval
70.	Annual Budget Submission	Congressional Budget submitted for current year, upcoming year, and Budget Year, and long-range forecast for 5 years. This shall include line item costs for the following activities: Control access to the General Site by operating perimeter barricades controlling personnel and vehicular access/egress, operating and maintaining special vehicle inspection equipment, and providing vendor/visitor escort requirements. Staff security posts and patrol designated areas within the 198,000 plus acres comprising the Savannah River Site. Protect Special Nuclear Material and vital facilities against unauthorized access, theft, loss of custody, or destruction of components for nuclear weapons and espionage. Protect classified matter classified matter or Governmental property from loss or theft. Protect against other hostile acts that may cause impacts on national security, or on the health and safety of employees, the public or the environment. Enforce the law and conduct criminal investigations.	Annually	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
	Annual Budget Submission (continued)	<p>Operate alarm-monitoring centers. Monitor critical Savannah River Site facilities security alarm systems and dispatch response personnel for alarm assessment. Coordinate and provide security for the transport of nuclear material.</p> <p>Maintain a Special Response Team available at all times capable of resolving incidents that require force options that exceed the capabilities of Security Police personnel and/or existing physical security systems. Special Response Team personnel shall be ready to execute both defensive and offensive operations.</p> <p>Maintain tactical, explosive, and chemical/biological response teams to effectively respond to bomb or explosive incidents onsite and offsite. Have on staff a full-time Explosive Ordnance Disposal Technician.</p> <p>Provide aviation operations to include Federal Aviation Administration certified pilots and aircraft maintenance personnel necessary to effectively maintain and operate the two DOE helicopters. The primary mission of the aviation operations is to provide rapid transportation for the Special Response Team. Additional responsibilities include providing an airborne intelligence gathering/relay station, escort/response vehicle, routine patrol of the general site and law enforcement support.</p> <p>Provide canine operations. Provide care for DOE-supplied canines, which are trained and qualified in explosives detection and narcotics detection. Ensure that all assigned canine teams are certified annually by the United States Police Canine Association and pass annual Odor Recognition Proficiency Tests.</p>		

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
	Annual Budget Submission (continued)	Protect all on-site nuclear material movement. Responsible for operating shipment vehicles for classified offsite shipments. Maintain a professional training staff to provide basic and specialized security training, physical conditioning, weapons training and qualification, and area-specific field training. Facilities include classrooms, rifle and pistol ranges, multi-media learning laboratory, and specialized outdoor training sites. The security forces must train and maintain certifications and qualifications in security force competencies.		
71.	Annual Legal Budget and the Annual Report comparing the Contractor's budgeted and actual legal costs	10 CFR 719	The first annual legal budget shall be submitted with the Legal Management plan within 60 days of the NTP. Subsequent annual legal plans shall be submitted within 30 days of the conclusion of the period covered by each subsequent annual legal budget.	Approval

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
72.	Contractor Assurance System description	DOE O 226.1	Within 60 days of NTP	Approval
73.	Cost Data Variance Analysis at S&S Program Element Levels for Contractor	Monthly actual cost compared to budget by S&S program element (Budget & Reporting Code).	Monthly	Information
74.	Security Readiness Index	C.4.6 Planning and Analysis Program Support; Readiness status of all assets, personnel and equipment.	Monthly	Information
75.	Concern Notification	Addresses incidents involving PF members in any of the following topical categories: Safety, Performance, Documentation, Security, Training, Supervision, Planning, Procedures, Equipment. The notification gives a description of the concern and provides any additional details deemed noteworthy by PF supervision and provides the actions taken to resolve/remediate the issue.	Per Occurrence	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
76.	Maintenance Priority List	Spreadsheet which identifies work being requested to be performed on or in or related to various office buildings and support buildings the contractor utilizes across the SRS. The content includes status of work (repairs/upgrades/replacement/installation) of items to be performed and the date the work was initially requested. The Spreadsheet also list the Work Request Number, and the Work Order Number upon issuance. The Maintenance Priority List (Spreadsheet) also includes specific Security Lighting Outages and the location and status of requested repairs/upgrades/replacement needed.	Weekly	Director, OSSES
77.	Annual Operational Plan (AOP)	Annual Plan defines tasks, along with baseline cost estimates, milestones and schedules for performance under the contract. The plan shall be consistent with the Strategic Plan and guidance from the DOE-Savannah River Operations Office, Budget Division, and Office Safeguards, Security and Emergency Services (OSSES).	For Contract Year 1, the AOP shall be submitted no later than 60 days after the NTP for Base Year CLIN 0002. For every year after the AOP shall be submitted no later than August 15 annually.	Approval

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
78.	Staffing Plan	Contractor staffing levels by post and position for current year and three out- years; baseline for Annual Operational Plan.	For Contract Year 1, the Staffing Plan shall be submitted no later than 60 days after the NTP for Base Year CLIN 0002. For every year after the Staffing Plan shall be submitted no later than September 30 annually.	Approval



Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
79.	Annual Training Plan (ATP)	DOE O 473.3A, Chg 1 (Min Chg)	For Contract Year 1, the ATP shall be submitted no later than 60 days after the NTP for Base Year CLIN 0002. For every year after the ATP shall be submitted no later than September 30 annually.	Approval
80.	Job Analysis	DOE O 473.3A, Chg 1 (Min Chg), DOE Handbook - 1076-94, Table-Top Job Analysis  The Table-Top Job Analysis may be conducted in accordance with DOE Handbook 1076-94. Each Job Analysis shall include, at a minimum, a listing of duty areas, tasks to be performed, and training required for each task (entry level training and ongoing training).	No later than September 30 annually.	Approval
81.	Contractor's Request for Authorization to Carry Firearms (U)	Formal letter request submitted to DOE-SR for a contractor employee to carry firearms on the site. Includes proposed individual's training documentation and weapons qualifications.	30 days prior to needed authorization	Approval
82.	Return of Voided Firearms/Arrest Authority Credentials	DOE- 473.3A, Chg 1 (Min Chg)	Upon expiration or revocation	Approval

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
83.	Ordnance Report	Provides a listing of all firearms, ammunition, pyrotechnics, and explosives maintained at the ordnance storage facility or assigned for duty use.	Quarterly	Information
84.	Weapons Credential Report	100% accountability of weapons credentials and disposition pathway.	Quarterly	Information
85.	Annual Mail Management Report	CFR 41, Chapter 102-192 Federal Mail Management	Annually	Information
86.	Financial Capital Equipment Reporting	Report acquisition of capital equipment (cost>\$50K, useful life >2 years). Shall provide Description, Purchase Date, In Service Date, Contractors' Purchase Order No. Vendor, Property Title, Asset Type Model, Make, Year, Serial Number, Tag No., and Cost	Monthly	Information
87.	Affirmative Procurement Report	Resource Conservation and Recovery Act, Section 6002(i); Executive Order 13101	Annually	Approval
88.	Litigation Management Budget	10 CFR 719 719.17	Annually	Approval
89.	Staffing Status Report	Comparison of authorized vs. actual personnel by office/division. Authorized means the level of staffing required by the Security Readiness Index to maintain a high system effectiveness. Actual is the current number of employees (this number fluctuates based on hiring and attrition levels as an example).	Monthly	Information
90.	Notice of Labor Disputes	FAR 52.222-1	As required	Information
91.	Collective Bargaining Agreements	Printed Version of Collective Bargaining Agreements Including Letter of Agreements Oral or "Side-Bar" Agreements, Interpretations and Exceptions	Within 15 days of execution of any new or revised agreement	Information
92.	Status of Residence Zip Code Report	Count of employees by zip code.	Annually on October 1st	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
93.	Organization Charts	Organizational charts graphically depicting the major functional areas essential for the management and performance of the work. Chart shall include the names and contact information of management personnel and the number of organization levels (e.g., working and reporting lines, divisional relationships, management layers, chain of command) The chart also must show any linkage(s) between the Contractor and the parent organization(s).	By the end of the Transition Period, and within 15 days of any revision thereafter	Information
94.	Monthly Reporting of Contractor Employment Data	Monthly Manpower Report (MMR) showing headcount by DOE Funding Program.	Monthly	Information
95.	Annual Report of Exchange/Sale Transactions	41 CFR 102-39.85	Annually within 90 days after the close of each fiscal year	Information
96.	Annual Report of Personal Property Furnished to Non-Federal Recipients	41 CFR 102-36.295	Annually	Information
97.	Walkthrough Inspection Report	Provides inspection results, to include any corrective actions, for Management Walkthrough Inspections conducted within Contractor areas of responsibility.	As required	Information
98.	Motor Vehicle Justification Report	Provided to justify obtaining and retention of motor vehicles assigned to the Contractor. Shall contain the Area Assigned, Vehicle Custodian, Style of Vehicle Required, Vehicle Assigned, Year Model, Make, Model, Acquisition Date, VIN, Mileage at beginning of FY, Mileage at end of FY, Total Mileage driven during FY, Justification for Retention if Vehicle was not utilized to the objective criteria.	Annually	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
99.	Use and Utilization Report (Vehicles, Watercraft and Motorized Equipment)	Provides mileage and/or usage data for all assigned vehicles and motorized equipment. Vehicles data shall include Tag number, Item description, Starting Odometer, Ending Odometer, Mileage during the Quarter and the Acquisition Date. Watercraft and Motorized Equipment data shall include specialized Motorized Equipment Number, Type of Equipment, Model Number, Serial Number, Acquisition Date, Purchase Price, Depreciation Value, Period Damages, Lifetime Damages, Lifetime Maintenance/Repair Costs, Period Fuel Usage, Percent of Available Time Utilized and Utilization Justification Description.	Quarterly	Information
100.	Mechanical Equipment Repair Costs Report	Summary of all equipment repair costs, both for the reporting period and cumulative. Data shall contain Tag Number or Specialized Motorized Equipment Number, Type, Manufacturer/Make, Model, Year, Serial and Acquisition Date.	Quarterly	Information
101.	Vehicle Accident Report	Provides a summary of all vehicle accidents occurring during the reporting period, and the costs and disposition of any required repairs. Shall include Vehicle Tag/GSA Number, Driver(s) involved, Date/Location of Accident, Brief Description of Accident and the Rationale for Repair Versus Excess/Salvage.	Quarterly	Organizational Property Management Officer, Office of Support Services Information
102.	Quarterly Report of Inventories	Provides inventory results for physical inventories of stores supplies as well as equipment and sensitive items maintained on the Master Property Record.	Quarterly	Information
103.	Tabulation of Work Hours	DOE O 231.1B Admin Chg 1	Weekly	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
104.	Daily Activity Report (DAR)	Report containing events reported to the Paramilitary Contractor / Protective Force (PF) or events reported by the PF which occurred on the Savannah River Site (SRS) from 0000 hours through 2400, and may have an impact on site security, operations, safety, public relations or personnel. The report provides an Executive Summary which includes any Reportable Occurrences and Security Activities such as incidents involving Prohibited and Controlled Articles violations (e.g. weapons, illegal drugs, alcohol) discovered during entry/exit inspections. The summary also includes site security patrol incidents (e.g. Unsecured/Unattended Government buildings, Unsecured Government vehicles, gates, vehicle accidents, damage to property, and etc.) The DAR includes a Law Enforcement Summary which provides the number of traffic stops conducted during the 24-hour period and the number of South Carolina Uniform Traffic Tickets and/or Warning Tickets issued to site employees and non-employees. Each incident reported provides details which identifies the responding PF member, the activity being conducted, the location of the incident, the nature of the incident, any names of employee(s)/non-employee(s) involved, and the result/outcome of the actions taken by the PF to resolve the incident.	Daily	Information
105.	SRSOC Communications Log	List of incoming and outgoing communications through SRSOC	Daily	Information
106.	Security Systems Out-Of-Service/Unreliable Record	Identifies Security System outages, functional issues causes, and repair status.	Daily	Information

<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
107.	Traffic Safety Awareness Report	Identifies all motor vehicle violations, citations and warnings issued.	Weekly	Information
108.	Unresolved Site Policy Violation (SPV) List	List of Unresolved Site Policy Violations committed by site employees which identifies the Incident Date, the Employee's Site User Identification Number, the number of previous SPVs issued, if applicable, the name of the employee, the employee's company name, and the Site Policy Violation committed as well as the Incident location. Once the Site policy violation has been resolved the information related to the individual employee and accompanying information is removed from the Unresolved Site Policy Violations list. Site Policy Viloations are employees in possession of prohibited items and contraband on site.	Daily	Information
109.	Occurrence Reporting/Processing (ORPS)	DOE O 232.2A	As required	Approval
110.	Federal Aviation Interactive Reporting System (FAIRS)	Aircraft hours and cost data entered into web based GSA reporting system.	Quarterly	Approval
111.	Quality Assurance Program	DOE O 414.1D, Chg 1 (Admin Chg)	Annually (If program requires significant modification)	Approval

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
112.	Contractor's Authorized Derivative Classifiers List (Update)	DOE O 475.2B, The contractor shall demonstrate an adequate number and appropriate distribution of qualified trained Derivative Classifiers (DC) to adequately review and classify all documents generated in classified subject areas. The contractor shall show evidence that each DC has a letter of authority that describes the DC scope and authorities and indicates the duration during which the DC authorities are valid. All DC must have completed initial or refresher training in accordance with DOE order requirements. Any suspensions or terminations of DC authorities should be documented. All DCs must have access to appropriate and current guidance.	Within 10 days of the delegation, revision, suspension, or termination of any Derivative Classifier authority	Information
113.	Contractor's Reviewing Official List (Update)	DOE O 475.2B, The contractor shall demonstrate an adequate number and appropriate distribution of qualified trained Reviewing Official (RO) to adequately review and classify all documents generated in classified subject areas. The contractor shall show evidence that each RO has a letter of authority that describes the RO scope and authorities and indicates the duration during which the RO authorities are valid. All RO must have completed initial or refresher training in accordance with DOE order requirements. Any suspensions or terminations of RO authorities should be documented. All ROs must have access to appropriate and current guidance.	Within 10 days of the delegation, revision, suspension, or termination of any Reviewing Official authority	Information
114.	Periodic Self-Assessment Report	DOE O 470.4B, Chg 2 (Min Chg)	As requested (Changed to Annually, five total)	Information

Item No.	Deliverable	Requirement / Description	Deliverable Due Date	DOE Action: Approval or Information
115.	Formal Injury Analysis Reports	Reports on formal analysis conducted on all injuries. Details shall include: Classification (injury/illness/MVA); date of report, case number assigned, date of occurrence, Name of Employee, position, supervisor, Work assignment area, Occurrence location, a description of the occurrence, medical location (is treatment being rendered by on site medical or referred to an off-site facility for treatment),  and offers potential resolutions to preventing future occurrences.	As requested	Information
116.	Annual Exercise and Performance Test Schedule	DOE O 470.4B, Chg 2., Appendix A, Section 1, Chapter III, Performance Assurance, 4. Test Schedules, Outlines the schedule for completion of site exercise and performance test requirements.	Annually and/as revisions are required	Information
117.				
118.	DOE-SR Inspection Findings	DOE O 470.4B, Chg 2 (MinChg)	Monthly	Information
119.	DOE-SR Appraisal Findings	DOE O 470.4B, Chg 2 (MinChg)	Monthly	Information
120.	DOE-SR ES&H Status Report	DOE O 231.1B, Admin Chg1	Quarterly	Information
121.	Deficiency Trend Report	DOE Standard-1217-2016 (2/24/16) Safeguards and Security Survey and Self-Assessment Planning, Conduct and Reporting, Trending information on all internal and external deficiency findings issued to the Contractor during inspections.	Quarterly	Information
122.	Report of Cyber Systems- Classified and Unclassified	DOE O 205.1B, Chg 3 (PgChg)	Monthly	Information



<b>Item No.</b>	<b>Deliverable</b>	<b>Requirement / Description</b>	<b>Deliverable Due Date</b>	<b>DOE Action: Approval or Information</b>
123.	Capital Equipment Deductions	Report disposition of Capital Equipment (Cost>\$50K, useful life>2 years). Shall provide Description, Purchase Date, In Service Date, Contractors' Purchase Order No. Vendor, Property Title, Asset Type Model, Make, Year, Serial Number, Tag No., initial Cost, repair costs, value at time of excess.	within 10 days of property disposition	Information
124.	Revised Fiscal Year XXX Actual Cost Estimate for the Contract	Contract Section B.2	Annually	Information
125.	Training Approval Program (TAP)	DOE Order 473.3A	Initial submittal with update every five years	Information
126.	Explosive Safety Site Plan	DOE-STD-1212-2012	Annually	Information
127.	Monthly Document Classification	Report listing the number of documents classified by Contractor per quarter.	Monthly	Information

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**SECTION J, ATTACHMENT J-3**

**GOVERNMENT FURNISHED FACILITIES (GFF)**

Protective Force Occupied Facilities

701-20G Barricade 1  
701-21G Barricade 2  
701-4G Barricade 3  
701-3G Barricade 4  
701-13G Barricade 6  
701-8G Barricade 8  
701-18A Barricade 9  
701-19A Barricade 10 (as needed)  
701-1A Entry Control Facility  
701-1K Entry Control Facility  
701-2K Entry Control Facility  
701-2L Entry Control Facility  
701-1H Entry Control Facility  
701-15H Entry Control Facility  
703-46A Entry Control Facility  
704-K PF Administration Facilities  
720-2A PF Administration Facilities  
770-A Site Commander Offices  
703-25B K-9 Personnel Trailer  
703-1B Facility (Law Enforcement, Fitness, and Training Departments)  
703-16B Aviation Operation Trailer  
705-H PF Administration Facilities  
707-C PF Administration Facilities  
716-2A PF Administration Facilities  
720-H PF Administration Facility  
773-1A Entry Control Facility (SRNL)

Staff Occupied Facilities

703-B Administration Facility  
708-1B Administration Facility  
716-B Maintenance Shop  
717-2B Armory Shop  
703-6B Aviation Operations Administration Facility  
742-A Training Facility  
617-G Old Advanced Tactical Training Academy (ATTA) Training and Fitness Facility  
617-8G ATTA Administration and Training Facility

Specialty Facilities

703-23B New Kennel  
703-10B Old Kennel  
703-19B Storage Trailer

728-B Records Storage Facility  
728-1B Records Storage Facility

ATTA Range Facilities

Live Fire Shoot House  
Observation Tower  
Target Maintenance Facility  
Telecommunication Facility  
Telecommunication Tower  
Training Tower  
Weapons Cleaning Facility

Note: Various Ammunition, Explosives and Weapons (Actual and Simulated) Storage Facilities on-site

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**SECTION J, ATTACHMENT J-4**

**U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS  
FOR CBA AND NON-EXEMPT EMPLOYEES,  
AND  
CURRENT COLLECTIVE BARGAINING AGREEMENTS**

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Level 5	C.0.4.1	Transition Plan	C.0.4.1
Level 5	C.0.4.2	Service Level Agreements	C.0.4.2
Level 5	C.0.4.3	Status Reports - Transition Activities	C.0.4.3
Level 5	C.0.4.4	Government-Owned Property	C.0.4.4
Level 5	C.0.4.5	DOE Safeguards and Security Survey	C.0.4.5
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Level 5	C.1.3	Law Enforcement, Criminal Investigations and Canine Operations	C.1.3
Level 6	C.1.3.1	Law Enforcement and Criminal Investigations	C.1.3.1
Level 6	C.1.3.2	Canine Operations	C.1.3.2
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**SECTION J, ATTACHMENT J-5  
 GOVERNMENT FURNISHED SERVICES/ITEMS (GFS&I)**

Description	GFS&I
<b>1. Government Controlled Data Systems/Infrastructure</b>	<p>DOE will ensure the following systems are available to the Contractor throughout the period of performance of this Contract:</p> <ol style="list-style-type: none"> <li>1. Computerized Accident/Incident Reporting System (CAIRS)</li> <li>2. Integrated Planning Accountability and Budget System (IPABS)</li> <li>3. Project Assessment and Reporting System (PARSII)</li> <li>4. Facility Information Management System (FIMS)</li> <li>5. Non-Compliance Tracking System (NTS) database</li> <li>6. Occurrence Reporting and Processing System (ORPS)</li> <li>7. Foreign Access Central Tracking System (FACTS) database</li> <li>8. Federal Telephone System Access</li> <li>9. Condition Assessment Information System (CAIS)</li> <li>10. Benefits</li> <li>11. Safeguards and Security Information Management System (SSIMS)</li> </ol> <p>Additionally, the data, including procedures, within the incumbent contractor's business systems that are not proprietary will be available to the Protective Forces Contractor.</p>
<b>2. SRS Computing</b>	<p>DOE shall provide use of and support for government-owned SRS computing infrastructure and all related software applications, including but not limited to: PrimaVera, Site Tracking, Analysis, &amp; Reporting System (STARS), PeopleSoft, Procurement Cycle System (PCS), Field Material Tracking system (FMTS), Asset Management Information System (AMIS), and Passport.</p>
<b>3. Protective Force Facilities</b>	<p>DOE shall provide use of DOE-owned Protective Force facilities and infrastructure necessary for the Contractor to perform the scope of work. DOE shall provide sufficient office space on site for the Contractor's staff for the full period of performance, including the transition period. See attached FIMS listing.</p>

Description	GFS&I
<p><b>4. Protective Force Property</b></p>	<p>DOE shall provide use of DOE-owned property necessary for the Contractor to perform the scope of work.</p>
<p><b>5. Protective Forces Functional Service Agreements</b></p>	<p>DOE shall provide the Contractor the current established Service Level Agreements Functional Service Agreements for the contractor provided by the M&amp;O contractor. These services encompass site level activities as part of the site's Landlord Services, Essential Site Services and Unit Billing Services. Funding for the Contractor's allocated portion of the Functional Services work scope is provided by DOE directly to the M&amp;O contractor and is not a part of or charged to the contract. These services are DOE direct funded and are not part of the contract.</p>
<p><b>6. Fitness for Duty Requirements</b></p>	<p>DOE shall provide the Contractor via the designated M&amp;O PPMD for the site and/or approved M&amp;O Designated Physician(s) (DP) to conduct medical examinations, psychological interviews, evaluations, and medical certifications for PF personnel.</p>
<p><b>7. GSA Leased Vehicles</b></p>	<p>DOE shall provide the Contractor with the opportunity to utilize General Services Administration (GSA) vehicles to support mission needs. GSA vehicles are provided at a better than commercial rate. GSA approves the number of vehicles for use on each particular contract/project.</p>

## SECTION J, ATTACHMENT J-6

### Award Fee Plan



U.S. Department of Energy Savannah River Site

Award Fee Plan for

## Paramilitary Security Services

CONTRACT NO. 89303323DEM000088

Evaluation Period

Date range: [TBD]



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This Award Fee Plan (AFP) was prepared in accordance with Federal Acquisition Regulation (FAR) 16.401 under CONTRACT NO. 89303323DEM000088 with Centerra Group, LLC ("Centerra"), for an evaluation period to be determined (TBD), and has been concurred upon and approved.

_____ Name Director, Office of Safeguards, Security and Emergency Services DOE - Savannah River Site	_____ Date
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_____ Name Contracting Officer (CO) DOE - Savannah River Site	_____ Date
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_____ Name Director, Office of Acquisition Management DOE - Savannah River Site	_____ Date
--	---------------

_____ Name Office of Chief Counsel DOE - Savannah River Site	_____ Date
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_____ Name Associate Deputy Manger DOE - Savannah River Site	_____ Date
---	---------------

Approved

_____ Name Savannah River Site, Manager Fee Determining Official	_____ Date
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## 1. Introduction

This Award Fee Plan (AFP) covers the administration of the award fee provisions of CONTRACT NO. 89303323DEM000088 with Centerra Group, LLC (“Centerra”), for an evaluation period to be determined (TBD). It provides the standardization necessary to assure effective development, administration, and coordination of all phases of the award fee determination process. In the event of a conflict between the AFP and the contract, the contract takes precedence. Additionally, it provides a streamlined and comprehensive methodology set of criteria to accurately capture and report on performance for the protective force security services.

The AFP was developed with the following objectives (these four objectives state the minimum criteria to meet Satisfactory performance. Fee will not be awarded if these four conditions are not met.):

- Site personnel, property, and information must be safe and secure at all times.
- The Contractor must operate within budget, unless exceptional and unforeseen circumstances cause an overrun.
- The security operations should minimize interference with the other operations at the site.
- The security force will be professional and courteous at all times.

The following matters, among others, are covered in the contract:

- The Contractor is required to provide the necessary personnel to assist the DOE offices at Savannah River Site by performing multidisciplinary protective force security services in support of site programs in accordance with the contract.
- The 5-year base period of the contract is from October 1, 2019, to September 30, 2024. The contract includes one 3-year and one 2-year option period for an ultimate completion date of September 30, 2029.
- The award fee accounts for 100 percent of the available fee established within the contract. The base fee amount is zero. The available fee pool may be subject to an increase or decrease in the event of requirement changes or other contract modifications.
- Award fee unearned in one period will not be rolled over to a subsequent award fee period.
- Provisional award fee payments will be made under this contract during the basic contract period and the option periods, if applicable, pending the determination of the amount of award fee earned for an evaluation period. The total amount of award fee available in an evaluation period that will be paid provisionally is 50 percent of the evaluation period award fee pool.
- The Contractor's performance will be evaluated on an annual basis and feedback on performance will be provided on an annual basis as well.
- The award fee earned and payable will be determined at the conclusion of each specific evaluation period by the Fee Determination Official (FDO). The award fee will be provided to the Contractor through a contract modification.
- The Contracting Officer (CO) (in coordination with the FDO) may unilaterally change the content of this AFP, providing the Contractor receives notice of the changes 30 calendar days prior to the beginning of the evaluation period to which the changes apply.

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## 2. Responsibility Structure for Award Fee Administration

The following responsibility structure is established for administering the award fee provisions of the contract. The award fee organization consists of: the FDO and an Award Fee Evaluation Board (AFEB) which consists of a chairperson, Co-Chairs and the CO.

### 2.1. Roles and Responsibilities

1. FDO. The FDO approves the award fee plan and any significant changes. The FDO reviews the recommendation(s) of the AFEB, considers all pertinent data, and determines the earned award fee amount for each evaluation period.

The FDO is the Site Manager or approved designee. Primary FDO responsibilities are:

- Determine the award fee earned and payable for each evaluation period as addressed in Section 3, *Method for Determining Award Fee*.
  - Approve changes to the AFP as addressed In Section 5, *Changes in AFP Coverage*.
  - Appoint members to the AFEB {including the chair and Co-Chair}.
2. CO. The CO is the liaison between Contractor and government personnel and shall ensure the incentive process is properly administered in accordance with agency regulations. The CO shall also modify the contract regarding any contractual issues that may arise during the term of the contract.

Primary CO responsibilities are:

- Support the AFEB in monitoring, evaluating, and assessing the Contractor's performance against the performance objectives and measures set forth in this AFP.
- Concur on the AFP and any significant changes thereto.
- Ensure the award fee and process is managed consistent with applicable acquisition regulations, DOE policy, and the terms of the contract.
- Meet with the Contractor periodically during each evaluation period.
- Submit an Award Fee Report (AFR) to the FDO. Any minority opinions received will be included as an attachment to the report.
- Issue the award fee amount earned as authorized by the FDO.
- Issue the AFP prior to each evaluation period in accordance with the terms of the contract.
- Notify the Contractor in writing if it is determined that payment of provisional award fee will be discontinued or reduced.
- Unilaterally change the content of the AFP, in coordination with the FDO and as authorized by the Head of Contracting Activity (HCA).
- Notify the Contractor in writing of any changes, or that there are no changes, at a minimum of 30 calendar days before the beginning of each evaluation period.
- Attend all AFEB meetings and assist the chair in preparing award fee correspondence for the FDO.

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Coordinate the administrative actions required by the AFEB and the FDO, including:

- Receipt, processing, and distribution of evaluation reports from all required sources;
  - Scheduling and assisting with internal evaluation milestones, such as briefings to the FDO and debriefings to the Contractor; and
  - Accomplishing other actions required to ensure the smooth operation of the award fee process.
3. AFEB. The AFEB is chaired by the Director, Office of Safeguards, Security and Emergency Services (OSSES) who is also a Contracting Officer Representative (COR). AFEB members may also represent other site offices. The AFEB is also assisted by designated Performance Monitors (PM).

Primary responsibilities of the AFEB are:

- Monitor, evaluate, and assess the Contractor's performance in accordance with the AFP.
- Meet with the Contractor periodically during each evaluation period to include holding an annual feedback meeting on the Contractor's performance.
- Provide quarterly Contractor performance briefings to the FDO.
- Collect evaluation inputs for use in the development of the Annual Evaluation.
- Develop an AFR discussing the Contractor's performance and containing recommended ratings and corresponding award fee earned for each evaluation period (Performance Evaluation Report format is preferred). The AFR shall include an appendix of all minority opinions.
- Develop and coordinate proposed changes to the AFP and recommend those changes to the FDO for incorporation into the AFP.

Primary responsibilities of the Chair and Co-Chairs are to:

- Assign and reassign members of the AFEB, including Performance Monitors, at any time without advance notice to the Contractor.
- Review the evaluation reports prepared by members of the AFEB and provide feedback as needed.
- Consider the Contractor's self-assessment and any minority opinions prior to approving the AFR.
- Approve the AFR and provide recommended ratings, and corresponding award fee earned to the FDO.
- Ensure that the AFR is issued in a timely manner.
- The Co-Chairs are authorized to assume the roles and responsibilities delegated to the Chair in his/her absence.
- Provide the FDO with a quarterly briefing on performance, addressing each of the performance goals; consult with the FDO prior to the annual feedback session with the Contractor; arrange periodic site visits as requested; and communicate any critical performance issues in a timely manner.

4. PM. The PM is the federal technical expert who monitors, evaluates, and maintains written records of the Contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. PM's prepare interim and end-of period evaluation reports as directed by the AFEB.

### 3. Method for Determining Award Fee

The method for monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned, is described below. The amounts and the percentages are determined by the CO and COR and are based on the significance of the work and the benefits to the government. The 15 percent for cost control is required by the HCA.

1. Available Award Fee Amount: The available award fee for this evaluation period is shown in Table I. The award fee earned will be paid based on the Contractor's performance during the evaluation period.

Table 1: Available Award Fee

Performance Goal	% of Fee	Amount
Performance Goal 2019B-1: Protective Force Operations and Training	45%	\$XXXXXXXX
Performance Goal 2019B-2: Management and Support Functions	20%	\$XXXXXXXX
Performance Goal 2019B-3: Environment, Safety and Health and Quality Assurance	20%	\$XXXXXXXX
Performance Goal 2019B-4: Cost Control	15%	\$XXXXXXXX
<b>TOTAL =</b>	<b>100.00 %</b>	<b>\$XXXXXXXX</b>

2. Contractor's Self-Assessment: Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the AFB to be considered in its report to the Fee Determining Official (FDO). The self-assessment shall be submitted not later than 14 calendar days after the end of each evaluation period. The self-assessment shall address strengths, weaknesses and deficiencies in the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor should describe the actions planned or taken to correct such deficiencies to avoid their recurrence.
3. Evaluation Process: The CO notifies each AFEB member and PMs 30 calendar days before the end of the evaluation period. PMs assess the Contractor's performance and submit evaluation inputs. The AFEB evaluates PM input and notifies the Contractor of the strengths and weaknesses for the current evaluation period.

AFEB members assess the Contractor's performance and submit end-of-period evaluation reports. The AFEB shall evaluate the Contractor's performance in the major areas identified in this AFP based upon performance objectives and measures set forth and stated below. The AFEB prepares its evaluation report and recommended ratings and corresponding award fee earned based on the evaluation criteria described in Appendix 1: Performance Objectives and Evaluation Criteria, with supporting documentation to include all minority opinions. The AFEB briefs the evaluation report and recommendations to the FDO. The FDO determines the overall ratings and corresponding award fee earned amount for the evaluation period. The FDO letter informs the Contractor of the award fee

earned amount. The CO issues a contract modification after the FDO's decision is made authorizing payment of the award fee earned amount. However, the CO may also issue letters to the Contractor at any time when it is deemed necessary to highlight areas of government concern.

The FDO may consider all available information including: The Award Fee Report (AFR); information originating from day-to-day operations; the Contractor's optional self-evaluation; and his/her own observations relating to the above performance objectives in determining the amount of award fee earned during the period. DOE will use its best efforts to determine the award fee earned and issue an award fee determination letter to the Contractor within 90 calendar days after the end of the evaluation period.

#### **4. Award Fee Process Documentation**

1. The AFEB is responsible for documenting evaluations and assessments conducted, results obtained, award fee meetings with Contractor personnel, and maintaining a file of backup documentation to the AFR. The AFEB Official Contract File will contain all the documentation developed by the AFEB.
2. The CO, in coordination with the Office of Chief Counsel, will make a recommendation to the FDO as to what information should be released to the Contractor to accompany the award fee determination letter. This requirement may be superseded by an organization-wide policy issued after this Plan.
3. Policy Flash 2012-26, *Release of Department of Energy Award Fee and Incentive Fee Reports*, dated March 2, 2012, and its future successor notices provide guidance on public release of information.

#### **5. Changes in AFP Coverage**

##### **5.1. Right to Make Unilateral Changes**

All matters covered in this AFP may be changed unilaterally by the CO at any time during the term of the contract following Business Clearance Review and Head of Contracting Activity approval. Notification of such changes shall be provided to the Contractor in accordance with the Contract, Section B, DOE-H-2060 AWARD FEE (OCT 2014).. The changes will be made by way of formal modification of the contract.

##### **5.2. Method for Changing Plan Coverage**

The method to be followed for changing plan coverage is described below.

1. Personnel involved with the award fee process are encouraged to recommend changes in Plan coverage with a view toward changing Performance Areas, motivating higher performance levels or improving the award fee determination process.
2. The AFEB will coordinate identified changes with the Contractor.
3. 90 calendar days prior to the end of each evaluation period, the AFEB will submit to the FDO for approval proposed changes applicable to the next evaluation period, with appropriate comments and justification, or inform the FDO that no changes are recommended for the next period.

The Award Fee Plan may be revised unilaterally at any time during the evaluation period; but the revised Award Fee Plan, or revised portion thereof, shall not be effective until 14 calendar days after the Contractor receives the revised Award Fee Plan.



## 6. Award Fee – Performance Rating Table

Performance is measured with an adjectival rating to measure technical performance, cost control, schedule performance and business relations/management.

The Contractor will receive an adjectival grade consistent with the description provided in the table below. To provide for consistency across the Complex, DOE-SR will use the five tier adjectival ratings and definitions set forth in FAR 16.4 described below.

Award-Fee Adjectival Rating	Award-Fee Pool Available to be Earned	Description
Excellent	91% - 100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76% - 90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51% - 75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

**NOTE:** Management judgment is essential in evaluating the Contractor's performance. DOE expects the Contractor to exercise due diligence in the conduct of all contract activities. It is expected that management systems will be in place and enforced to assure that effective procedures are developed and implemented. The Contractor's failure to oversee, through acts of commission or omission, the conduct of its operations, employees, and subcontractors

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which potentially or actually causes property damage, losses, endangers the safety, health, or environment, or compromises the ability of the Department to carry out its mission, will be weighed heavily in the performance ratings. By the same standard, the performance ratings will not be adversely affected if the Contractor raises safety or security issues for resolution. Furthermore, the performance ratings will not be adversely affected if the Contractor stops an activity which is deemed unsafe even though the Contractor's action may appear to be contrary to DOE direction. It is recognized that the basis for determination of the award fee shall be an evaluation of performance by the government in accordance with the objectives and measures specified within the AFP. However, the AFEB and FDO reserve the right to consider any information relating to the performance objectives and measures which may have been obtained by methods other than those specifically listed within the AFP.

- In order for the Contractor to receive all provisional award fee under the contract in an evaluation period, the Contractor must satisfy the requirements for the excellent category in accordance with FAR 16.4. If the Contractor does not satisfy the requirements, the FDO may make a unilateral determination to award less than the full amount available. The Contractor is prohibited from earning any award fee when its overall performance is below satisfactory. Fee may be reduced in accordance with Contract Clause B.10, Fee Reductions.
- Although the performance objectives are divided into separate and distinct areas with a percentage of the available award fee assigned to each area, in the event the Contractor's performance is considered unacceptable in any aspect, whether or not specifically identified in the AFP, the FDO may, at his/her discretion, withhold a portion or the entire award fee for the evaluation period as he/she deems appropriate. The FDO may also determine that performance within a specific area, or in general, exceeds expectations and appropriately approve a higher award fee for the evaluation period than the amount proposed by the AFEB.
- Provisional award fee payments will be made under this contract but will be superseded by the final award fee earned for that period. If provisional payments exceed the final award fee earned, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the government, as directed by the CO.
- If the CO determines that the Contractor will not achieve a level of satisfactory performance commensurate with the established provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the CO deems appropriate. The CO will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- Unless discontinued or reduced due to CO determination, provisional award fee payments will be made on a monthly pro-rata basis for 6 months prior to the first award fee determination by the government. Thereafter, provisional award fee payments will be made on a monthly pro-rata basis prior to each subsequent annual evaluation period.

## APPENDIX 1: PERFORMANCE OBJECTIVES AND EVALUATION CRITERIA

<b>Performance Goal 2019B-1: Protective Force Operations and Training</b>	
<p>The Contractor shall provide a well-trained, highly motivated Protective Force capable of reliably executing routine and emergency duties, in accordance with DOE directives and site-specific requirements, to ensure the overall security and safety of the SRS.</p> <p>Up to 45% of the available Award Fee can be earned for this performance goal. For full performance expectation see "Note" following the <i>Performance Rating Table</i> (FAR 16.4) in this document.</p>	
<b>Performance Objective</b>	
2019B-1.1	<p>Security operations on the General Site are conducted in accordance with site specific requirements and Integrated with site operations to provide effective personnel and vehicle access controls and the enforcement of laws, rules and regulations that result in a safe and secure SRS operating environment.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix A., Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg), Protection Program Operations, Attachment 2, Contractor Protective Force.</p>
<b>Performance Criteria</b>	
2019B-1.1.1	<p>Site Perimeter Barricade operations are conducted in a highly disciplined manner to prevent unauthorized personnel and vehicles, deter the introduction of prohibited articles on entry, deter the theft of government property on exit, and safely control the flow of traffic on and off site.</p>
2019B -1.1.2	<p>Law Enforcement operations are nationally accredited and provide effective enforcement of traffic laws, investigation of traffic accidents and violations of state law, effective integration with other site emergency responders, and coordination with Local Law Enforcement on matters of mutual interest. Protective Force within the Law Enforcement Department perform routine duties in accordance with Security and Post orders. Law Enforcement personnel can effectively execute Security Response Plans, Emergency Security Operations Procedures and implement contingences for Modified Security Plans when required.</p>
2019B-1.1.3	<p>Aviation operations are conducted in accordance with applicable FAA requirements to ensure compliance with contract required FAA operating certificates and support site security and emergency response programs. Aviation operations shall maintain at least a 90% operational rate, excluding down time based on weather.</p>

<b>Performance Goal 2019B-1: Protective Force Operations and Training</b>	
2019B-1.1.4	Material Transportation and Shipment Security activities are conducted in a timely manner and in accordance with all DOE, state and federal requirements. Material Transportation Security Personnel are knowledgeable of Shipment Security and Response Plan requirements resulting in compliance with Federal Rules and regulations. Facility management effectively communicates with appropriate facility security and operations personnel to ensure effective coordination of all shipment activities, adhering to all facility security and safety requirements. Material Transportation and Shipment personnel ensure appropriate functionality of shipment vehicles and address maintenance issues in a timely manner.
<b>Performance Objective</b>	
2019B-1.2	Protective Force operations at Security Protection Level (SPL) 4 facilities are conducted in accordance with site specific requirements and integrated with M&O Contractor operations to protect DOE facilities and assets.  Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i> , of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix A, Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg), Protection Program Operations, Attachment 2, Contractor Protective Force.
<b>Performance Criteria</b>	
2019B-1.2.1	Effective personnel and vehicle access controls and inspections are maintained at area/facility boundaries. All duties are performed in accordance with Security and Post Orders resulting in fewer discrepancies and incursions of unlawful behavior. Protective Force personnel are knowledgeable of facility operations which results in their ability to effectively execute Security Response Plans, Emergency Security Operations Procedures and implement contingencies for Modified Security Plans when required. Communication with facility operations management ensures effective integration of security, facility and safety requirements.
<b>Performance Objective</b>	
2019B-1.3	Protective Force operations at Security Protection Level (SPL) 1 facilities are integrated with M&O Contractor operations and conducted in accordance with site specific requirements to protect Special Nuclear Material, DOE facilities and assets.  Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i> , of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Admin Change 1, Appendix A., Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg), Protection Program Operations, Attachment 2, Contractor Protective Force.

<b>Performance Goal 2019B-1: Protective Force Operations and Training</b>	
<b>Performance Criteria</b>	
2019B-1.3.1	Requirements of the Site Safeguards and Security Plan for all operating conditions are incorporated into Protective Force operating routines. Resulting in Protective Force personnel that are trained equipped and committed to protecting the SRS security interest on a full-time basis at a level commensurate with the threat and site requirements. All routine duties are performed in accordance with Security and Post Orders. Communications with facility operations management is routinely accomplished for effective integration of security, facility and safety requirements.
2019B-1.3.2	The Protective Force can effectively execute Security Response Plans and Emergency Security Operations Procedures and implement contingencies for Modified Security Plans when required for the protection of Special Nuclear Materials.
2019B-1.3.3	The Special Response Team is seamlessly integrated with Protective Force personnel to effectively implement special operations and capabilities under all conditions to protect, and if necessary, recapture and recover Special Nuclear Material. Special Response Team personnel perform routine duties in accordance with Security and Post orders. Special Response Team personnel can effectively execute Security Response Plans and Emergency Security Operations Procedures and implement contingences for Modified Security Plans when required for the protection of Special Nuclear Materials.
<b>Performance Objective</b>	
2019B-1.4	<p>Provide a DOE Training Approval Process (TAP) certified training program based on criteria established by the DOE National Training Center (NTC), DOE directives, and site-specific requirements that equip Protective Force personnel and leadership with the knowledge, skill and ability to retain all required qualifications, and effectively accomplish the security mission.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP.</p> <p>Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix A, Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg1 (MinChg), Protection Program Operations, Attachment 2, Contractor Protective Force.</p>
<b>Performance Criteria</b>	
2019B-1.4.1	Develop and submit for DOE approval an Annual Training Plan and the supporting Training Needs Analysis and Job Analysis for each job classification. Effectively utilize available resources and assets to safely accomplish the training and schedule identified in the approved plan, and in accordance with all applicable requirements. Develop and utilize technologies and protocols that result in the effective delivery, tracking, data display and retrieval of employee training requirements, schedules, and records.

**Performance Goal 2019B-1: Protective Force Operations and Training**

2019B-1.4.2	The Training Division responsible for training Protective Force personnel will establish formal training and qualification requirements to ensure that (1) the competencies needed by Protective Force members are met, and (2) Protective Force personnel have the knowledge, skills, and abilities to perform the tasks required to fulfill their assigned responsibilities. The Training Division is also responsible for planning and conducting safe and effective tactical training; leadership training; live-fire range and weapons training; and to provide the Protective Force the tactical skills required to effectively execute the security mission.
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**Performance Goal 2019B-2: Management and Support Functions**

The Contractor shall provide management and support functions to include: protection program planning; development of routine and emergency orders, plans and procedures; effective utilization of Protective Force personnel; effective budget, contractual, and programmatic authorization and execution; development of initiatives which result in tangible cost savings; and, logistical and administrative functions to ensure Protective Force mission accomplishment and compliance with applicable directives in all programmatic functions.

Up to 20% of the available Award Fee can be earned under this performance goal. For full performance expectation see "Note" following the *Performance Rating Table* (FAR 16.4) in this document.

**Performance Objective**

2019B-2.1	Actively participate in site safeguards and security planning and analysis functions to develop effective protection program plans aligned with the Design Basis Threat (DBT) Policy and site-specific requirements, and effectively integrate planning, staffing and budget functions.  Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i> , of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix A., Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg), Protection Program Operations, Attachment 2, Contractor Protective Force.
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**Performance Criteria**

2019B-2.1.1	Conduct planning and analysis functions to support site protection program planning and the effective utilization of Protective Force resources to protect site security interests, resulting in providing cost-effective security planning/analysis; development/maintenance of orders/plans; infrastructure project support; performance testing; self-assessments; information security; operations security; and lock and key control.
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<b>Performance Goal 2019B-2: Management and Support Functions</b>	
2019B -2.1.2	Develop a Management and Staffing Plan to identify all staffing required for current year and three out-years to assist in the development of the Annual Operational Plan. The development of this plan results in sufficient staffing levels to ensure that the Contractor is in compliance with the terms and conditions of the contract. Collect actual staffing data and conduct analysis to validate staffing in accordance with authorizations and funding. Prepare and submit monthly cost reports.
2019B-2.1.3	Support DOE-SR and coordinate with the M&O Contractor as required facilitating the completion of security related capital projects and infrastructure needs.
<b>Performance Objective</b>	
2019B-2.2	<p>Develop plans and procedures that provide the Protective Force instructions for the appropriate execution of site protection program plan requirements, resulting in the Protective Force having the capability to execute protective strategies in accordance with all DOE guidance, policies and procedures. Plans and procedures will be coordinated with area/facility specific representatives to ensure the identification of impacts on facility operations and safety.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg) Safeguards and Security Program, Appendix A., Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg), Protection Program Operations, Attachment 2, Contractor Protective Force.</p>
<b>Performance Criteria</b>	
2019B-2.2.1	Security and Post orders will be developed in compliance with DOE directives and site-specific security plan requirements and updated in accordance with schedule requirements. Security Response Plans, Modified Security Plans, and Emergency Security Operations procedures will ensure the integration of all Protective Force resources to swiftly respond to and mitigate security emergencies.
2019B-2.2.2	Plans and procedures will be developed in conjunction with the site Emergency Management functions to ensure timely Protective Force support to all site emergencies. Emergency Management personnel will ensure integration with the M&O Contractor responsible for overall implementation of the site Emergency Management and Response Program. Protective Force will provide competent and qualified personnel to support staff the required Protective Force Emergency Response Organization (ERO) positions.

<b>Performance Goal 2019B-2: Management and Support Functions</b>	
<b>Performance Objective</b>	
2019B-2.3	<p>The Contractor shall provide a Safeguards and Security Self-Assessment Program and a Performance Testing Program that comply with the requirements Identified in DOE O 470.4B, Chg 2 (MinChg, DOE O 473.3, Chg 1 (MinChg) and local site requirements, to validate the reliable execution of routine and emergency operating procedures and capabilities.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix B. Safeguards and Security Program Management Operations, and are based on requirements identified in DOE O 473.3, Chg. 1 (MinChg) Protection Program Operations, Attachment 2, Contractor Protective Force.</p>
<b>Performance Criteria</b>	
2019B-2.3.1	Perform a periodic self-assessment of operational programs based on DOE inspection criteria in accordance with the established schedule.
2019B-2.3.2	Implement a comprehensive Performance Test program, including planned and no-notice exercises, to validate the effectiveness of training and the reliable execution of routine and emergency operations.
<b>Performance Objective</b>	
2019B-2.4	<p>Provide programs for the administration of security education, protection of classified information, cyber security, personnel security, security clearances, and human reliability in accordance with DOE directives and site-specific requirements.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix A., Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg) Protection Program Operations, Attachment 2, Contractor Protective Force, DOE O 205.1B, Chg 3 (PgChg), Department of Energy Cyber Security Program, DOE O 471.6 Chg 2 (AdminChg), Information Security, and DOE O 472.2 Chg 1 (PgChg), Personnel Security.</p>
<b>Performance Criteria</b>	
2019B-2.4.1	Provide effective programs for: security education, information security, foreign visits, cyber security, protection of classified and sensitive unclassified information, security incidents, and personnel security.



<b>Performance Goal 2019B-2: Management and Support Functions</b>	
2019B-2.4.2	Conduct interviews, provide reports, review background investigation reports, maintain records, and accomplish other functions as required to support the DOE-SR personnel security program. Provide direct administrative and technical support to DOE Human Reliability Program (HRP), Homeland Security Presidential Directive 12 (HSPD-12) Program and Foreign Ownership, Control and Influence (FOCI) Program. Maintain high quality labor relations on the contract.

<b>Performance Goal 2019B-3: ESH and Quality Assurance</b>	
<p>The Contractor shall implement and maintain, in accordance with DOE requirements, comprehensive ESH&amp;QA programs that ensure work is accomplished in accordance with applicable standards, as well as protect workers and the environment. In addition, the Contractor shall coordinate with the site M&amp;O Contractor, as appropriate, on site-wide ESH&amp;QA topics.</p> <p>Up to 20% of the available Award Fee can be earned for this performance goal. For full performance expectation see "Note" following the <i>Performance Rating Table</i> (FAR 16.4) in this document.</p>	
<b>Performance Objective</b>	
2019B-3.1	<p>The Contractor shall implement a comprehensive ESH&amp;QA program (based on the Integrated Safety Management System and Contractor Assurance System) that focuses on continuous Improvement and compliance with DOE requirements.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP. Surveys are conducted in accordance with DOE O 470.4B, Chg 2 (MinChg), Safeguards and Security Program, Appendix A., Section 2, Survey, Review, and Self-Assessment Programs, and are based on requirements identified in DOE O 473.3A, Chg 1 (MinChg). Protection Program Operations, Attachment 2, Contractor Protective Force and DOE O 414.1D Chg 1 (AdminChg), Quality Assurance.</p>
<b>Performance Criteria</b>	
2019B-3.1.1	Conduct annual assessments and submit required documentation in accordance with DOE Orders and Contract Requirements.
2019B-3.1.2	Coordinate and provide technical expertise on the evaluation of new equipment and operating routines and maintenance of ESH&QA related requirements.
2019B-3.1.3	Conduct surveillances to monthly assess organizational compliance with ESH&QA procedures and best practices.

<b>Performance Goal 2019B-3: ESH and Quality Assurance</b>	
2019B-3.1.4	Conduct analysis of the results of internal and external assessments, and performance testing to identify organizational trends. In accordance with Integrated Safety Management System (ISMS) principles, provide continuous feedback for organizational improvement. Maintain an improvement and corrective action tracking database utilizing Site Tracking, Analysis, & Reporting (STAR) to ensure the timely correction of deficiencies and implementation of organizational improvement in accordance with the contract.
2019B-3.1.5	Maintain Total Recordable Cases (TRC) and Days Away, Restricted and Transferred (DART) rates in accordance with EM goals established for the SR Protective Force Contractor.

<b>Performance Goal 2019B-4: Cost Control</b>	
<p>The Contractor shall implement and maintain, in accordance with DOE requirements, comprehensive Cost controls that ensure work is accomplished in accordance with applicable standards, as well as protect workers and the environment.</p> <p>Up to 15% of the available Award Fee can be earned under this performance goal.</p>	
<b>Performance Objective</b>	
2019B-4.1	<p>Perform all of the required contract work at the satisfactory level or better for less than the estimated cost. (10%) The Contractor will provide timely and accurate contract cost reports; forecast data and other information as requested to the Government. The Contractor will use the various information collected within these reports to track and account for any changes, thereby minimizing the risk of cost overruns (5%).</p> <p>This incentive is not intended to motivate the Contractor to excel in cost control to the detriment of the other important performance objectives.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section 3. <i>Method for Determining Award Fee</i>, of this AFP. Performance Goal 2019 B-4 is in accordance with HCA Directive 2.7, Office of Environmental Management (EM) Guidance for 'Best Practices' in the Administration of Incentive Contracts- Part II, Revision 2, Effective Date January 09, 2015</p>
<b>Performance Criteria</b>	
2019B-4.1.1	Cost Control-Reporting: The Contractor demonstrates clear understanding of the need to maintain cost control and actively pursues cost containment and reduction through innovative approaches and superior management of resources.

<b>Performance Goal 2019B-4: Cost Control</b>	
2019B-4.1.2	Cost Control-Reporting: The Contractor is proactive in assisting DOE-SR with problem identification. Potential problems are identified, and corrective action is implemented to minimize cost/schedule impacts. The government is notified immediately of significant problems and the Contractor interacts with the government to develop viable resolutions and overcome delays without additional cost.
2019B-4.1.3	Cost Control-Reporting: Cost proposals are timely, well-constructed, and contain sufficient detail to support an in-depth cost analysis. The bases of estimates are provided for all cost elements and detailed analyses are provided for subcontractor costs.
2019B-4.1.4	Cost Control-Reporting: Cost data reports are always complete, accurate, and understandable. The reports are consistently submitted on or ahead of scheduled due dates and provide reliable detail as to specific elements of program costs. The Contractor takes initiative to provide all useful and necessary data to the government in a comprehensive manner. Contract administration, estimating system surveillance, and oversight monitoring result in no deficiencies or audit problems in maintaining compliance with FAR.
2019B-4.1.5	Cost Performance: Reductions in direct costs to the government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to government for resolution to problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
2019B-4.1.6	Cost Performance: Contractor is responsive to cost control measures implemented by the government. Financial reporting is clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the Contractor's recommendations and/or corrective plans are implemented and effective.
2019B-4.1.7	Cost and Schedule Management: Contractor consistently submits high quality cost and schedule forecasts. Contractor prepares and develops comprehensive, clear schedule data that provides excellent correlation with cost performance reports and permits early identification of problem areas.

1. The AFP is written to encourage the Contractor to provide the government with a "best in class" execution of the agreed upon scope. The main objective of this contract is to protect government assets which includes special nuclear material, all persons whether employees or visitors at the Savannah River Site, government property and the environment.
2. The most critical portion of this mission is for the Contractor to provide a well-trained and highly motivated protective force. Because of the importance of this portion of the scope, this performance goal carries the highest percentage (up to 45%) of the total available award fee. Poor performance by the Contractor within this performance goal should carry a large penalty and have the greatest impact on their ability to earn fee.
3. The Management and Support Functions performance goal assesses the Contractor's ability to provide sound plans, procedures and programs which support the overall conduct of their primary mission. Because of the importance of this function the Contractor can earn up to 20% of the total available award fee by their performance within this goal.
4. The safety of the Contractor personnel is very important; therefore, the Contractor can earn up to 20% of the total available fee by their performance within the Environmental, Safety, Health and Quality Assurance performance goal. This goal requires the Contractor to establish programs to assure the safety of their employees as well as to protect the environment.
5. The fourth performance goal is related to Cost Control and allows the Contractor to earn up to 15% of the total available fee by assuring they have sound cost controls in place and they provide timely and accurate cost and spending reports.

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**SECTION J, ATTACHMENT J-7  
SMALL BUSINESS SUBCONTRACTING PLAN**

**11 Small Business Subcontracting Plan (FAR 52.219-9) [L.17(k), H.34, H.56]**

**Centerra Group, LLC (Centerra)**  
**Small Business Subcontracting Plan**  
**Savannah River Site Paramilitary Security Services**  
**SMALL, DISADVANTAGED, WOMAN-OWNED, HUBZone, VETERAN-OWNED**  
**SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS**  
**SUBCONTRACTING PLAN**

**DATE OF PLAN:** December 2, 2022

**CONTRACTOR:** Centerra Group, LLC

**ADDRESS:** 13530 Dulles Technology Drive, Herndon, VA 20171

**SOLICITATION OR CONTRACT NUMBER:** 89303318REM000015

**ITEM/SERVICE (Description):** Paramilitary Security Services.

**TOTAL CONTRACT AMOUNT:** \$945,025,487

**PERIOD OF CONTRACT PERFORMANCE CONTRACT VALUES:**

BASE PERIOD + TRANSITION:	10/01/19 – 07/31/2024 (\$444,660,781)
OPTION PERIOD 1:	08/01/24 – 07/31/2027 (\$295,215,110)
OPTION PERIOD 2:	08/01/27 – 07/31/2029 (\$205,149,596)

This individual Subcontracting Plan (the “Plan”) for Small Business Concerns (SB), Service-Disabled Veteran-Owned Small Business Concerns (“SDVOSB”), HUBZone Small Business Concerns (“HUBZone”), Veteran-Owned Small Business Concerns (“VOSB”), Small Disadvantaged Business Concerns (“SDB”) and Women-Owned Small Business Concerns (“WOSB”) is submitted in compliance with the requirements of Solicitation Number 8903318REM000015 and FAR 52.219-9.

**1 Type of Plan**

This is an individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

**1.1 Small Business Subcontracting Plan Introduction**

Centerra Group, LLC (“Centerra”), a Constellis company, places a high priority on establishing effective subcontracting relationships to complement our performance capabilities and to support our clients in meeting their Small Business (SB) subcontracting goals. We are committed to achieving aggressive goals that we strive for and consistently achieve. We have a Small Business

Subcontracting Office committed to soliciting and adding new small and disadvantaged firms with DOE experience for participation in company-wide subcontracting and procurement. Our Small Business Subcontracting Office management team has been recognized as having an outstanding level of accomplishment and service to the SB community, including multiple major programs. Our subcontract management team works closely with the SRS Program Manager (PM) when administering subcontracts of this size and scope. Centerra's leadership, experience, and skills along with our organization is an integral part of our Savannah River Site Paramilitary Security Services Team in ensuring compliance with our SB subcontracting goals.

Our subcontract management team successfully manages numerous subcontractors on various types of contracts similar to the size and scope of the Savannah River Site Paramilitary Security Services Program. Similarly, Centerra has a long legacy of success in managing subcontractors over the decade's long performance on the program. This experience allows us to develop the requisite policies and procedures to provide maximum practicable opportunities to SBs, including Small Disadvantaged Business (SDB), Woman-Owned SB (WOSB), Veteran-Owned SB (VOSB), Service-Disabled Veteran-Owned SB (SDVOSB), and Historically Underutilized Business Zone (HUBZone). Our policy is to provide these business concerns with the maximum opportunity to participate as subcontractors under awarded contracts. We will continue this policy in the performance of the Savannah River Site Paramilitary Security Services contract.

Our subcontracting plan is submitted in compliance with DOE H-2050 "Incorporation of Small Business Subcontracting Plan", FAR 52.219-9 "Small Business Subcontracting Plan" and FAR 52.219-8 "Utilization of Small Business Concerns." Centerra Group, LLC, along with its parent, Constellis, LLC, commits throughout all levels of the corporation to achieve the policies of the Department of Labor and the Government that SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone firms be given the maximum practicable opportunity to participate as subcontractors in the performance of the Savannah River Site contract. Our submission is fully compliant with the requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7.

Our SB management team administers non-disclosure, teaming, and subcontract agreements for all suppliers and subcontractors. Our office is headed by our SB liaison officer, Ms. Kyle Lang, who works closely with our PMs when administering subcontracts of this scope and size across the organization. The Centerra SB liaison officer brings over 20 years of experience in this area. Key organizations our SB liaison officer has participated with and been recognized by, include the Department of Energy, Department of Homeland Security (DHS), Department of Justice (DoJ), Department of Defense (DoD), Department of State (DoS), Government Services Administration (GSA), Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA), and the Intelligence Community (IC). In her role as the Centerra SB Liaison Officer, Ms. Lang has delegated operational SB subcontracting management responsibility for the SRS site to Ms. Liz Harris, SRS SB Program Manager who is responsible for subcontract management on the program. Ms. Harris, in concert with Ms. Lang, will be in continuous contact with our PM for the Centerra program, as additional team members are identified, solicited, evaluated, and added as necessary, and subcontracts are executed to ensure compliance with our SB goals set forth herein.

## 1.2 Past Experience

Historically, Centerra has been highly successful in including SB partners across its programs. Specifically, we commit to meet or exceed our SB goals on the Savannah River Site program based

on our allocation of work subcontracted to our SB subcontractors and based on our track record of achieving significantly higher goals than those goals set by the Government on similar programs.

Our proven processes outlined in **Section 8, Description of Good Faith Effort** serve as the baseline to execution and achievement in meeting our SB goals. We utilize a proactive approach to SB involvement to ensure consistent monitoring of our use of SBs, ensuring we achieve our goals under this program.

**2. Goals**

*State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Service-Disabled Veteran-Owned (SDVOSB), Veteran-Owned Small Business and “Other than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.*

**Total Planned Subcontracting Dollars**

The following table shows the percentage of total contract dollars (less award fee and IDIQ) planned to be subcontracted. This plan is in full compliance with RFP provision H.56, which mandates that at least 10% of the total estimated cost of the contract be subcontracted (both large and SB).

Centerra goals represent written contractual commitments to five SB companies as discussed in below, confirming that the goals proposed are supportable and achievable over the life of the contract. All dollar amounts presented in this plan correspond consistently with Centerra’s Volume III - Cost proposal.

Description	Percent of Total Contract Value (TCV)	Dollar Amount of Total Contract Value (TCV)
A. Total Contract Value (TCV)	100%	\$945,025,487
B. Percentage and Dollar Value of Centerra’s Participation as Prime Contractor	89.3%	\$844,156,954.24
C. Percentage and Dollar Value of Subcontracts Planned for Other Than Small Business (OTSB) concerns (i.e., large business concerns).	1.8%	\$16,912,296.26
D. Percentage and Dollar Value of Participation/Subcontracts Planned for Small Business, VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.	8.9%	\$83,956,236.66
E. Percentage and Dollar Value of Participation/Subcontracts Planned for Small Disadvantaged Business (SDB) including ANC and Indian tribes.	2.1%	\$19,464,119.40
F. Percentage and Dollar Value of participation/Subcontracts Planned for Woman Owned Small Business (WOSB) concerns.	2.4%	\$22,778,490.47
G. Percentage and Dollar Value of participation/Subcontracts Planned for Historically Underutilized Business Zone (HUBZone) small business concerns.	0.5%	\$4,630,649.93
H. Percentage and Dollar Value of participation/Subcontracts Planned for Veteran Owned Small Business (VOSB) concerns.	3.1%	\$29,431,979.67



Description	Percent of Total Contract Value (TCV)	Dollar Amount of Total Contract Value (TCV)
I. Percentage and Dollar Value of participation/Subcontracts Planned for Service Disabled Veteran Owned Small Business (SDVOSB) concerns.	1.4%	\$13,417,760.53

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	**Percent of Contract Dollars
<b>Total Dollars to be Subcontracted<sup>1</sup></b>	\$100,868,532.92	100%	10.7%
<b>Other than Small Business (OTSB/Large)</b>	\$16,912,296.66	16.8%	1.8%
<b>All Small Businesses (including ANC and Indian tribes)</b>	\$83,956,236.26	83.2%	8.9%
<b>Veteran-Owned Small Business (VOSB)</b>	\$29,431,979.67	29.2%	3.1%
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	\$13,417,760.53	13.3%	1.4%
<b>HUBZone Small Business</b>	\$4,630,649.93	4.6%	0.5%
<b>Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)</b>	\$19,464,119.40	19.3%	2.1%
<b>Women-Owned Small Business (WOSB)</b>	\$22,778,490.47	22.6%	2.4%

**Estimated Percentage of all Planned Subcontracting Dollars**

Centerra has set our target for small business participation with a goal of at least 83.2% of all subcontracted dollars for the Savannah River Site Paramilitary Security Services contract based on allocation of the outsourced goods and services across our SB subcontract partners which will mirror our track record of consistently achieving high SB participation as outlined herein. We will formally engage with the Office of Small and Disadvantaged Businesses Utilization to validate and enhance our small business subcontracting plan after contract award. We will actively research, pursue, and implement new ideas and innovations that will enhance and continuously improve our small business partner network.

<sup>1</sup> Total dollars subcontracted is the sum of “other than small business” and all small business.

**Table 1. Base Period Goals**

<b>Planned Subcontracting by Business Size</b>	<b>Whole Dollars</b>	<b>Percent of Subcontracted Dollars</b>	<b>**Percent of Contract Dollars</b>
<b>Total Dollars to be Subcontracted<sup>2</sup></b>	\$47,625,805.01	100%	5%
<b>Other than Small Business (OTSB/Large)</b>	\$7,802,482.54	16.4%	0.8%
<b>All Small Businesses (including ANC and Indian tribes)</b>	\$39,823,322.47	83.6%	4.2%
<b>Veteran-Owned Small Business (VOSB)</b>	\$14,086,207.07	29.6%	1.5%
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	\$6,416,139.20	13.5%	0.7%
<b>HUBZone Small Business</b>	\$2,225,685.00	4.7%	0.2%
<b>Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)</b>	\$9,295,970.20	19.5%	1.0%
<b>Women-Owned Small Business (WOSB)</b>	\$10,864,347.67	22.8%	1.2%

<sup>2</sup> Total dollars subcontracted is the sum of “other than small business” and all small business.

Table 2. Option Period 1



Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars
<b>Total Dollars to be Subcontracted<sup>3</sup></b>	\$31,802,194.69	100%	3.4%
<b>Other than Small Business (OTSB/Large)</b>	\$5,567,572.38	17.5%	0.6%
<b>All Small Businesses (including ANC and Indian tribes)</b>	\$26,234,622.31	82.5%	2.8%
<b>Veteran-Owned Small Business (VOSB)</b>	\$9,055,505.67	28.5%	1%
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	\$4,131,641.53	13%	0.4%
<b>HUBZone Small Business</b>	\$1,419,146.20	4.5%	0.2%
<b>Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)</b>	\$6,000,201.73	18.9%	0.6%
<b>Women-Owned Small Business (WOSB)</b>	\$7,030,488.73	22.1%	0.7%

<sup>3</sup> Total dollars subcontracted is the sum of “other than small business” and all small business.




**Table 3. Option Period 2**

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars
<b>Total Dollars to be Subcontracted<sup>4</sup></b>	\$21,440,533.21	100%	2.3%
<b>Other than Small Business (OTSB/Large)</b>	\$3,542,241.74	16.5%	0.4%
<b>All Small Businesses (including ANC and Indian tribes)</b>	\$17,898,291.47	83.5%	1.9%
<b>Veteran-Owned Small Business (VOSB)</b>	\$6,290,266.93	29.3%	0.7%
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	\$2,869,979.80	13.4%	0.3%
<b>HUBZone Small Business</b>	\$985,818.73	4.6%	0.1%
<b>Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)</b>	\$4,167,947.47	19.4%	0.4%
<b>Women-Owned Small Business (WOSB)</b>	\$4,883,654.07	22.8%	0.5%

**Principal Services to be Subcontracted to Small Business**

Subcontractor	Selection Rationale	Assigned Work Scope-FTE
 SDB	21+ years of experience providing information technology/cyber, logistics/maintenance, and engineering services to DOE prime contractors. Current integrated Centerra SRS subcontractor with excellent performance record.	C.3 Information Technology - 6 FTE C.4.4 Equipment Maintenance - 2 FTE C.4.5 Logistical Support - 3 FTE C.4.6 Planning & Anal Support - 1 FTE C.4.7 Design/Eng Services – 1 FTE
 WOSB	20+ years of experience delivering various professional services to DOE, DoD, and the National Laboratories including 10+ years Personnel Security Support to DOE-SR. Current integrated Centerra SRS subcontractor with exceptional performance record.	C.2 (except Centerra personnel), and C.2.1 through C.2.1.6 (all) DOE-SR Personnel Security Support -15 FTE C.4 Program Management - 3 FTE

<sup>4</sup> Total dollars subcontracted is the sum of “other than small business” and all small business.

Subcontractor	Selection Rationale	Assigned Work Scope-FTE
 Innovative Technology Partnerships, LLC  VOSB	20+ years of experience in all aspects of Federal Agent Training for the Office of Secure Transportation (OST) and support to other DOE activities, including tactical/weapons instruction, ESH&QA services, and performance assurance. Close working relationship with Centerra on numerous joint security programs. Respected DOE broad-based security contractor.	C.1.7.1 Force Requirements, C.1.7.3 Weapons Instruction and Qualification C.1.7.5 Training Program Accreditation and Certification – 9 FTE C.4.2 ESH&QA – 2 FTE C.4.3 Performance Assurance – 4 FTE
 Innovative Reasoning LLC  VOSB-SDVOSB	20+ years of experience and performance providing ESS systems services, training administration, safety/health, and planning and analysis support to DOE contractors Current integrated Centerra SRS subcontractor with excellent performance record.	C.2 Personnel Security (Centerra personnel only) – 3 FTE C.4 Program Management – 2 FTE C.4.2 ESH&QA – 3 FTE C.4.6 Planning/Analysis – 5 FTE
 STREET LEGAL High Performance Infrastructure Support Services  WOSB-SDB-HUBzone- Certified 8(a)	10+ years DOE experience at ORNL and Y-12 providing broad-based professional staff-augmentation and operational support with Q-cleared and HRP personnel at DOE nuclear facilities. Excellent safety record.	C.2.1 Personnel Security (for Centerra personnel only) – 3 FTE C.4.5 Logistical Support – 1 FTE C.4.6 Planning/Analysis – 1 FTE

## 2.1 Description of Method Used to Develop Subcontracting Goals

**SRS Services Subcontracting Philosophy.** Centerra is committed to meeting its small business subcontracting goals as presented in this Subcontracting Plan. Our allocation of services across the base of subcontractors, our proven performance in meeting subcontracting requirements on similar programs as well as the methods through which we establish our goals and the approaches we take to achieve these goals, demonstrates our ability to meet our small business subcontracting goals on the Savannah River Site Paramilitary Security Services contract.

As the SRS security contractor, Centerra is charged with the protection of Category I Special Nuclear Material (CAT I SNM) - a responsibility of crucial national security significance and one that Centerra takes most seriously and is firmly committed to. Successful accomplishment of this mission demands extensive security experience, expertise, capability, and training credentials. With this in mind, the guiding philosophy employed by Centerra with regard to subcontracting elements of SRS security operations is that subcontractors are committed to ongoing mission success based on the following considerations:

- Subcontractors should not be directly involved in CBA-governed PF operations.
- The use of subcontractors should involve minimal operational risk.
- The use of subcontractors should not increase the likelihood of adverse occurrences that could jeopardize mission success.

- Subcontractors should have the capability to enhance or improve operations.
- The retention of assessment and oversight personnel with Centerra.
- Integration of subcontractors into a seamless organizational structure that optimizes mission success.
- Use of subcontractors as contractually required or as justifiable in light improved operational effectiveness given the potential for increased cost.

### **Proposed SRS Services Subcontracting.**

This plan addresses service subcontracts procured directly by Centerra to support the SRS security mission as presented in the relevant portions of the Centerra technical and cost proposal [ref. Volume II – Organization and Key Personnel, Section (a)(6) and Volume III – Cost Proposal]. To develop the goals specified in this plan, Centerra adopted an RFP-compliant, mission-oriented approach to subcontractor selection based on the SRS subcontracting philosophy and the following complementary guidelines:

- Analysis of current and past experience in SB subcontracting at DOE locations
- Compliance with the RFP mandate of subcontracting a minimum 10% of contract estimated cost in accordance with RFP H.56
- Maximizing the use of SB to exceed SB subcontracting goals for SB concerns of all types, including HUBZone
- Timely, immediate implementation of subcontracting at contract start – no delay
- Establishing discreet and meaningful subcontractor scopes of work that directly contribute to accomplishment of the SRS security mission as defined in the PWS
- Minimizing performance risk by using experienced subcontractors with proven performance records supporting the SRS security mission, including the ability to effectively deal with multiple organizational elements and contractor entities
- Confirmation that subcontractors possess the necessary facility and personnel clearances for site work per RFP L.23
- Minimal disruption to existing employees, including ability of the subcontractor to comply with the RFP workforce transition requirements and to provide fringe benefits comparable to Centerra plans
- Subcontractor cost effectiveness, including willingness to limit recovery of indirect costs
- Willingness to utilize the integrated site accounting system
- Willingness to share in prime contractor fee awards as the only subcontract fee

**Selected Subcontractors.** Employing the above guidelines, Centerra selected five subcontractors from our pool of qualified candidates, four of which are successfully performing mission support functions on the current security contract. We will extend new subcontracts to our four preselected legacy SB subcontractors. Their skills and capabilities will provide a programmatic advantage based on successful continuity of operations while supporting our efforts to meet DOE’s SB and subcontracting expectations. Each of these 4 teammates have significantly contributed to

Centerra's award fee scores on the current contract with outstanding performance in functions directly supporting the ProForce (PF) with personnel assigned to required non-prescribed functions per RFP L.22(h)(1). The fifth subcontractor selected, Street Legal, has been brought on as an important team member due to their requisite DOE capability and proven experience to effectively contribute to the SRS security mission, and fulfills the on-going need for a permanent HUBZone participant.

### **Description of Methods Used to Identify Potential Sources**

Centerra employs a multi-faceted outreach approach to identify potential SB sources conducted by both corporate and site purchasing personnel.

**Corporate Support.** Our corporate Manager of Business Development in concert with our SB Program Manager and SB Liason Officer is charged with coordinating company efforts to seek qualified SB firms for major procurements. Centerra evaluates potential SB subcontractors, their offerings, future plans, capabilities, experience and potential. We maintain contact with promising SB concerns throughout the year so that when opportunities arise (such as the Centerra SRS security contract), we have fully vetted SB sources to consider.

The Manager of Business Development maintains lists of potential SB participants utilizing established, credible sources that include:

- Small Business Administration's Procurement Marketing and Access Network (PRO-Net)
- The National Minority Purchasing Council Vendor Information Service
- The Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- SB trade associations of all types

**SRS Site Activities.** Site purchasing personnel maintain lists of qualified and available SB concerns of all types developed over more than 35 years of performance at SRS. As necessary to support security program needs, the following resources are used to identify candidate SB concerns of all types:

- Centerra Preferred SB Vendor List and Centerra Supplier Information System
- Suggestions and recommendations from DOE-SR and various Federal SB support offices
- Small Business Administration Dynamic Search Tool, Library and Advantage
- Department of Commerce Minority Business Data Center
- General Services Administration Source One Index and various trade directories
- National Minority Purchasing Council Vendor Information Service
- Minority Business Development Agency Research and Information Division
- The System for Award Management (SAM)
- Veterans service organizations

In addition, Centerra SRS personnel may attend various SB conferences, as approved by DOE-SR, in order to expand sources, maintain currency with SB industry trends and initiatives, and ensure compliance with evolving government directives. Examples include:

- The annual DOE Small Business Conference
- American Society for Industrial Security (ASIS) Business Conference
- GSA and GOVSEC Expo

**SRS Security Equipment.** Most equipment purchases for the SRS security program are procured by Federal contracting personnel based on requirements established by Centerra. When requested, we research and include suggested SB sources through an established process of past performance review, since most equipment buys represent recurring requirements or off-the-shelf items. Centerra reviews purchasing history, vendor past performance, as well as, timeliness and quality of items received. Additionally, we may estimate current price and delivery information. The data derived from this process are provided to DOE-SR to assist in their purchase, or used directly by Centerra when conducting a purchase in-house.

Centerra also participates in the DOE Security Commodity Team (SCT) network and supporting sourcing initiatives. The SCT provides a forum for DOE security professionals to collaborate in the interest of discovering operational and economical efficiencies with regard to security equipment. Standardized equipment and common procurement processes serve to reduce many of the burdens that come with defining, selecting, and buying mission essential security equipment.

**Strategic Sourcing.** In compliance with RFP H.58, Centerra will participate in the DOE NNSA/EM Strategic Sourcing Partnership through our SB Plan Administrator. This initiative seeks to leverage purchasing power and reduce overall costs to the government.

#### **(1) Commitment to Meeting Subcontracting Goals**

- a) Our proven performance in identifying and meeting subcontracting requirements on similar programs with our methods and approaches utilized to achieve these goals, demonstrates our ability to meet our SB subcontracting goals on the Savannah River Site contract. In developing our SB goals, we evaluate the work breakdown structure based on the requirements and scope of the performance work statement. . Based on the WBS, we identify Centerra's core capabilities, and the composition and capabilities of our team. Based on the resulting allocation of work across the team, we are able to estimate our SB goals with realistic and reasonable accuracy in each socioeconomic category.
- b) Our determination of subcontractor allocations in each specific product and service area is based on the development of the WBS and the experience and knowledge of specific subcontractors' and vendors' past performance as measured on previous programs. This allows us to establish the best-value mix of contributors across the Centerra team.
- c) To ensure that we provide full opportunity for SBs to compete, it is important that we:
  - i. Ensure that SB, SDB, WOSB, SDVOSB, and HUBZone SBs are provided an equitable opportunity to compete for Centerra subcontracts.
  - ii. Ensure that subcontract procurement packages permit the maximum possible participation of SB, SDB, WOSB, SDVOSB, and HUBZone SB concerns. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit participation by SB, SDB, WOSB, SDVOSB, and HUBZone SB concerns.
  - iii. Review each planned procurement (subcontract or purchase order) of \$10,000 or more to ensure maximum solicitation from SB, SDB, WOSB, SDVOSB, and HUBZone SBs and, at a minimum, all reasonable efforts are made to:
  - iv. Identify and solicit at least one SB, SDB, WOSB, VOSB, SDVOSB, and



- HUBZone SB source for each item or service previously procured from a LB “single source.”
- v. Solicit at least three SBs and one SDB for each procurement where adequate competition is known to exist.
  - vi. Ensure that when SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone SB source lists are excessively long, reasonable efforts are made to give all these firms an opportunity to compete over a period of time.
  - vii. Give each newly identified SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone SB source an opportunity to compete at the earliest possible date.

Centerra identifies a broad base of SBs with the requisite capabilities necessary to meet and exceed the requirements of the scope of work. We draw this pool based on requirements of the PWS, our past experience with the vendors, and open source listing of SBs and SDBs with the requisite capabilities and references.

We establish the vendor and subcontractor allocations in each specific product and service area based on past experience or knowledge of a specific subcontractor/vendor’s past performance as measured on previous programs and the SB’s prior related experience. These areas are then matched to the requirements of the WBS developed from the PWS to establish the best-value mix of contributors to the team.

Centerra understands that while we have identified qualified teammates, we still need to enter into agreements based on a quality selection process that enables us to choose the right subcontractor, capable of providing the goods or services that make our customers successful while also meeting our subcontracting goals in each business category. Our SB liaison officer is responsible for administering teaming agreements with our selected SB partners. She is familiar with their company histories, capabilities, and past experience, which are documented and uploaded into a database that stores this information on former, current, and potential subcontractors/vendors.

Centerra provides assurances that we will provide the Savannah River Site Contracting Officer with a written explanation if Centerra is unable or fails to procure articles, equipment, supplies, services or materials. The written explanation by Centerra will be submitted to the Savannah River Site Contracting Officer within thirty (30) days of contract completion.

### **2.3 Use of Indirect Costs in Goals**

Centerra has not included any indirect costs in either the total amount subcontracted or in the dollar amounts established as goals.

### **2.4 Small Business Subcontracting Plan Administrator and Duties**

As previously stated above, Ms. Lang, the SB liaison officer, has delegated operational oversight of the subcontractor management to the SRS Small Business Plan Administrator shown below:

Centerra SRS Small Business Plan Administrator:	Ms. Liz Harris, A.A.P. Small Business Program Manager P.O. Drawer W Aiken, SC 29802 Office: 803-952-7630 Elizabeth.harris@srs.gov
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Ms. Harris has operational oversight of the subcontractors and responsibility for ensuring Centerra compliance with this plan. For purposes of plan execution, Ms. Harris reports operationally directly to the Centerra SRS Security contract Program Manager, Mr. Mark Bolton with an indirect reporting relationship to the SB liaison officer for plan compliance. Ms. Harris is accountable for ensuring that Centerra makes the best possible effort to achieve the goals of this plan. Her specific duties include:

- Ensuring that Centerra identifies meaningful opportunities for SB participation in the SRS security contract, consistent with mission needs and DOE-SR program direction.
- Ensuring that Centerra develops and maintains source lists of SB concerns of all types.
- Ensuring that SB concerns of all types are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
- Ensuring that subcontract specifications and requirements are designed to permit the maximum possible participation of SB concerns of all types.
- Reviewing subcontract solicitations to remove provisions which might tend to restrict or prohibit participation by SB concerns of all types.
- Ensuring that Centerra documents the reasons for not selecting any low bids submitted by SB concerns of all types.
- Overseeing the establishment and maintenance of SRS-specific contract and subcontract purchasing files and award records.
- Ensuring that all SRS procurement documentation is shared with the SB Liason Officer for general reporting and collection.
- Attending or arranging for the attendance of Centerra representatives at Business Opportunity Workshops, Minority Business Enterprise Seminars, and Trade Fairs, including the annual DOE Small Business Conference.
- Directly or indirectly counseling on SR regarding subcontracting opportunities and how to prepare compliant bid responses.
- Providing notice to subcontractors concerning penalties for misrepresentation of business status by SB concerns of all types for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this subcontracting plan.
- Conducting or arranging training for personnel involved in making purchasing and subcontracting decisions regarding the intent and impact of Public Law 95-907 on purchasing procedures.
- Monitoring Centerra performance to goals and making any adjustments necessary to achieve the subcontracting plan goals.
- Preparing, and submitting timely, required subcontract reports consistent with contractual requirements.
- Coordinating the company's activities during compliance reviews by Federal agencies
- Ensuring periodic rotation of potential subcontractors on bidder's lists

## **2.5 Efforts to Assure an Equitable Opportunity to Compete for Subcontracts**

Centerra will take positive steps to ensure that SB concerns of all types have an equitable opportunity to compete for subcontracts. Centerra will pursue the following kinds of actions to broaden the base of available SB participants and promote an equitable opportunity policy:

- Solicit SB concerns of all types to the maximum extent consistent with the needs of the security mission and program direction from DOE-SR
- Conduct outreach efforts to obtain sources, such as attendance at the annual DOE Small Business Conference.
- Support local government SB agencies in their pursuit as advocates to promote SB development in the Aiken area, such as chamber of commerce and other local business organizations.
- Participate in trade organizations such as the Facilities Management Association and National Property Management Association.
- Collaborate with minority SB trade and business development organizations
- Request sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net).
- Attend SB procurement conferences and trade fairs.
- Employ internal efforts to guide and encourage purchasing personnel to use SB concerns of all types.
- Present SB workshops, seminars and training programs consistent with SR direction
- Establish, maintain and use SB source lists, guides and other data which capture SB concerns of all types
- Monitor purchasing activities and establish procedures that promote participation by SB concerns of all types

## **2.6 Assurances that the clause “Utilization of Small Business Concerns” will be included in Subcontract Terms and Conditions**

Centerra commits to include the clause “Utilization of Small Business Concerns” in all subcontracts which offer further subcontracting opportunities. In addition, Centerra will require all subcontractors, except SB concerns, who receive subcontracts in excess of \$700,000 (or in the case of construction of a public facility in excess of \$1,500,000), to adopt and comply with a subcontracting plan similar to this one (Not applicable for commercial items/services as described in FAR 52.212-5(e) and 52.244-6(c)).

Centerra will review Small Business Subcontracting plans and evaluate them compared to the provisions of FAR clause “*Small Business Subcontracting Plan*” (FAR 52.219-9), to ensure that the minimum requirements of an acceptable subcontracting plan have been satisfied. Centerra will determine the acceptability of percentage and dollar value goals on a case-by-case basis considering the following factors:

- Services or supplies being subcontracted
- Availability of potential SB concerns of all types
- Prior experience and success of the subcontractor in meeting subcontracting plan goals

Once a Centerra subcontractor SB Subcontracting Plan is negotiated, approved by the Centerra SRS SB Administrator, and implemented by the subcontractor, Centerra monitors performance through review of ISR/SSR reports and, if appropriate, visits to the Subcontractor's facilities. If appropriate, subcontractor purchasing records documenting compliance with the plan and demonstrating progress toward meeting planned goals may be reviewed to assess the extent of compliance with the subcontracting plan.

## 2.7 Reporting and Cooperation

- a) Centerra provides assurance of cooperation in any studies or surveys that may be required;
- b) submission of periodic reports which show compliance with the subcontracting plan; c) submission of the Individual Subcontract Report (ISR), the Summary Subcontract Report (SSR), and the SDB Participation Report using the web-based Electronic Subcontracting Reporting System (eSRS, at <https://www.esrs.gov>).
- b) Reporting shall be in accordance with the instructions in eSRS as supplemented by agency regulations.
- c) Centerra agrees to ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS. Subcontractor's will (1) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number and to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and (2) Ensure that all subcontractors with subcontracting plans under the flow-down requirements above, at every tier, provide the prime contract number, the order number, if applicable, and their own DUNS number to all of their subcontractors with subcontracting plans.

Reporting Period	Report Due	Due Date
Oct 1-Mar 31	Individual Subcontract Report (ISR) /of 312	4/30
Apr 1-Sept 30	Individual Subcontract Report (ISR) /of 312	10/30
Oct 1-Sept 30	Summary Subcontract Report (SSR)	10/30

- d) Centerra will use eSRS to submit its ISRs and SSRs and will notify both the cognizant Contracting Officer and the Office of Small and Disadvantage Business Utilization, U.S. Department of Defense of its submissions.

## 2.8 Description of the Types of Records Maintained

Centerra will maintain the following types of records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but are limited to, the following:

- Internal and external corporate training of Centerra personnel who execute or participate in subcontracting and purchasing processes
- Centerra participation at SB subcontracting conferences, seminars and workshops
- Centerra actions to monitor performance and evaluate compliance with this plan

- Source lists, guides, and other data identifying SB concerns of all types, including suppliers and contractors. Information on organizations that Centerra contacted for the purpose of identifying SB concerns of all types.
- Solicitation, evaluation and award documentation for subcontracts resulting in award of more than \$150,000 indicating:
  - Whether SB concerns were solicited, and if not, why not;
  - Whether SB concerns of all types were solicited, and if not, why not;
  - If applicable, the reason an award was not made to a SB concern.
- Centerra outreach efforts such as:
  - Contacts with trade associations and business development organizations
  - Attendance at conferences and trade fairs to identify additional SB concerns of all types.
  - Veterans service organizations
- Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs
- Records to support internal guidance and encouragement provided to buyers through workshops, seminars, training programs, incentive awards; and monitoring performance to evaluate compliance with the program and requirements; and on a contract-by-contract basis, records, to support subcontract award data including the name address, and business type and size of each subcontractor.

## **2.9 Assurances that the Offeror will make a good faith effort to acquire services from the SB concerns that it used in preparing the Proposal**

Centerra has allocated work share to the SB subcontractors identified in Sections 1.4 above in the performance of the SRS security contract and has: a) acknowledged each subcontractor in the technical proposal, b) assigned specific PWS responsibilities to each SB, c) assigned specific staff positions to each SB, d) used price information and technical expertise submitted by each SB participant in preparing the proposal, and e) signed binding non-disclosure and teaming agreements with each subcontractor. Centerra is committed to using each SB subcontractor in greater scope or amount should their assigned responsibilities expand during prime contract performance, assuming that subcontractor performance is satisfactory, the subcontracts are consistent with SR direction, and the expansion is approved by the Contracting Officer.

## **2.10 Additional Assurances**

- Centerra will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a big or proposal.
- Centerra will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written

explanation must be submitted to the Contracting Officer within 30 days of contract completion.

- Centerra will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and
- Centerra assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if Centerra pays a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

## 2.11 Payment of Subcontractors

Centerra has established procedures to ensure timely payments of amounts due, pursuant to the terms of our subcontracts with small business concerns, as required in FAR 19.702. Centerra's policy is to provide prompt payment to these concerns without consideration for the government's payment to Centerra. Our target for payment of invoices to our small subcontractor business partners is net 30 calendar days or sooner from receipt of a valid subcontractor invoice. Expedited payment terms may also be negotiated on a case-by-case basis depending on the financial needs of the Subcontractor. Centerra will formally notify the SR Contracting Officer if a subcontractor payment is reduced or untimely and the reason for such reduced or untimely payment.

## 2.12 Effective Implementation of this Subcontracting Plan

Centerra takes positive steps to address its prime contractor responsibilities to promote SB participation in Federal contracts. In accordance with FAR 52.219-9(e) Centerra policy requires that SB concerns of all types are:

- Afforded the opportunity to participate in SRS procurements by facilitating:
  - The dissemination and understanding of required specifications and performance work statements.
  - The crafting of specifications that enable SB to participate in individual procurements by crafting quantity, delivery, response time and other requirements so that SB are able to participate
  - The opportunity for SB concerns of all types to compete over a period of time
- Considered in all "make or buy" decisions.
- Counseled regarding SRS subcontracting schedules and opportunities.
- Verified as to HUBZone certification of potential subcontractors.
- Provided clear notice concerning penalties and remedies for misrepresentations of SB and SB socioeconomic status.
- Notified in writing of the name and location of apparent successful SB offeror(s) and their socioeconomic status for competitive procurements in which they participated.
- Assigned a NAICS code and corresponding size standard based on the principal purpose of the subcontract.

## 2.13 Centerra SRS SB Subcontracting Compliance Record

Contract Provisions FAR 52.219-8 and FAR 52.219-9 require that large business prime contractors provide SB the "maximum practicable opportunity to participate in performing contracts" as long as SB participation is "consistent with efficient contract performance." These regulations also require that federal contractors report subcontract statistics by federal agency each fiscal year

through submission of a Summary Subcontracting Report (SSR), and that goals are established for individual contracts in a SB subcontracting plan negotiated with the contracting officer. Detailed financial data and associated SB contracting statistics for the SRS security contract are routinely reported to DOE, including semi-annual subcontracting statistics using SF294 as required by FAR 52.219-9.

The following table summarizes Centerra’s aggregate FY 2015-18 SB subcontracting record for government fiscal years 2015-18.

Type of Data	Savannah River Site - % of Total Subcontracting					
	Average FY 2015-18					
	SDVOSB	VOSB	HUBZone	SDB	WOSB	Total SB
Amount - \$M	\$1.9M	\$2.0M	\$0.7M	\$2.1M	\$2.8M	\$8.4M
SRS - % Achieved	20%	22%	7%	23%	30%	92%
DOE - %Goal	3%	3%	3%	5%	5%	50%
SRS % over Goal	17%	19%	4%	18%	25%	42%
<b><i>Every Goal Significantly Exceeded</i></b>						

**Note:** SB classifications may total more than SB due to SBs that qualify in multiple socioeconomic categories.

At its largest DOE site with PF operations, Centerra has consistently and significantly exceeded goals for percentage of subcontracting to SB concerns of all types. We fully intend to continue this record of achievement by continuing to implement our SRS subcontracting philosophy while integrating SB concerns of all types into the SRS security mission.

**SIGNATURE REQUIRED:** *Plan must be signed and dated by a company official.*

This subcontracting plan was SUBMITTED by:

**Centerra Group, LLC**

Signature: 

Typed Name: Danielle Kapetanovic

Company Title: Senior Contracts & Procurement Operations Manager

Date signed: December 2, 2022

**Government Contracting Officer**

APPROVAL:

Signature: LORI SEHLHORST   
Digitally signed by LORI SEHLHORST  
Date: 2023.01.12 10:34:51 -05'00'

Printed Name: Lori Sehlhorst

Agency: Department of Energy

Date signed: January 12, 2023



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**SECTION J, ATTACHMENT J-8**

**U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS  
FOR CBA AND NON-EXEMPT EMPLOYEES,  
AND  
CURRENT COLLECTIVE BARGAINING AGREEMENTS**

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**U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS**

Wage Determination No.: 2015-4465 — Revision No.: 21 .....J-8-2

Wage Determination No.: 2015-4461 — Revision No.: 22 .....J-8-15

**CURRENT COLLECTIVE BARGAINING AGREEMENTS**

CBA: United Professional Pro-Force of Savannah River (UPPSR), Local 125.....J-8-28

CBA: International Guards Union of America (IGUA), Local 159 .....J-8-94

REGISTER OF WAGE DETERMINATIONS UNDER THE  
SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Daniel W. Simms Director    Division of Wage  
Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 2015-4465

Revision No.: 21

Date of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into <u>on or after January 30, 2022</u>, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>• Executive Order 14026 generally applies to contract.</li> <li>• The contractor must pay all covered workers <b>at least \$16.20 per hour</b> (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded <u>on or between January 1, 2015 and January 29, 2022</u>, and the contract is <u>not</u> renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>• Executive Order 13658 generally applies to the contract.</li> <li>• The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Georgia, South Carolina

Area: Georgia Counties of Burke, Columbia, Lincoln, McDuffie, Richmond

South Carolina Counties of Aiken, Edgefield

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>01000 - Administrative Support And Clerical Occupations</b>		
01011 - Accounting Clerk I		14 .55****
01012 - Accounting Clerk II		16 .33
01013 - Accounting Clerk III		18 .27
01020 - Administrative Assistant		27 .82
01035 - Court Reporter		18 .64

01041 - Customer Service Representative I	13 .14***
01042 - Customer Service Representative II	14 .34***
01043 - Customer Service Representative III	16 .09***
01051 - Data Entry Operator I	14 .39***
01052 - Data Entry Operator II	15 .70***
01060 - Dispatcher, Motor Vehicle	20 .04
01070 - Document Preparation Clerk	14 .84***
01090 - Duplicating Machine Operator	14 .84***
01111 - General Clerk I	13 .39***
01112 - General Clerk II	14 .49***
01113 - General Clerk III	16 .21
01120 - Housing Referral Assistant	20 .78
01141 - Messenger Courier	12 .44***
01191 - Order Clerk I	15 .08***
01192 - Order Clerk II	17 .16
01261 - Personnel Assistant (Employment) I	16 .74
01262 - Personnel Assistant (Employment) II	18 .72
01263 - Personnel Assistant (Employment) III	20 .87
01270 - Production Control Clerk	24 .21
01290 - Rental Clerk	14 .61***
01300 - Scheduler, Maintenance	16 .66
01311 - Secretary I	16 .66
01312 - Secretary II	18 .64
01313 - Secretary III	20 .78
01320 - Service Order Dispatcher	17 .91
01410 - Supply Technician	27 .82
01420 - Survey Worker	16 .97
01460 - Switchboard Operator/Receptionist	13 .88***
01531 - Travel Clerk I	13 .55***
01532 - Travel Clerk II	14 .95***
01533 - Travel Clerk III	16 .14***
01611 - Word Processor I	14 .84***
01612 - Word Processor II	16 .66
01613 - Word Processor III	18 .64

**05000 - Automotive Service Occupations**

05005 - Automobile Body Repairer, Fiberglass	22 .63
05010 - Automotive Electrician	19 .81
05040 - Automotive Glass Installer	18 .38
05070 - Automotive Worker	18 .65
05110 - Mobile Equipment Servicer	15 .93***
05130 - Motor Equipment Metal Mechanic	21 .07
05160 - Motor Equipment Metal Worker	18 .65
05190 - Motor Vehicle Mechanic	20 .76
05220 - Motor Vehicle Mechanic Helper	14 .87***

05250 - Motor Vehicle Upholstery Worker	17 .46
05280 - Motor Vehicle Wrecker	18 .65
05310 - Painter, Automotive	19 .50
05340 - Radiator Repair Specialist	18 .65
05370 - Tire Repairer	14 .71***
05400 - Transmission Repair Specialist	21 .07

**07000 - Food Preparation And Service Occupations**

07010 - Baker	13 .34***
07041 - Cook I	12 .67***
07042 - Cook II	14 .62***
07070 - Dishwasher	10 .08***
07130 - Food Service Worker	10 .47***
07210 - Meat Cutter	16 .05***
07260 - Waiter/Waitress	9 .04***

**09000 - Furniture Maintenance And Repair Occupations**

09010 - Electrostatic Spray Painter	18 .35
09040 - Furniture Handler	12 .10***
09080 - Furniture Refinisher	18 .35
09090 - Furniture Refinisher Helper	13 .88***
09110 - Furniture Repairer, Minor	16 .18***
09130 - Upholsterer	18 .35

**11000 - General Services And Support Occupations**

11030 - Cleaner, Vehicles	12 .06***
11060 - Elevator Operator	11 .45***
11090 - Gardener	18 .45
11122 - Housekeeping Aide	11 .45***
11150 - Janitor	11 .45***
11210 - Laborer, Grounds Maintenance	13 .92***
11240 - Maid or Houseman	10 .15***
11260 - Pruner	12 .33***
11270 - Tractor Operator	16 .97
11330 - Trail Maintenance Worker	13 .92***
11360 - Window Cleaner	12 .93***

**12000 - Health Occupations**

12010 - Ambulance Driver	15 .97***
12011 - Breath Alcohol Technician	20 .06
12012 - Certified Occupational Therapist Assistant	30 .22
12015 - Certified Physical Therapist Assistant	29 .80
12020 - Dental Assistant	18 .84
12025 - Dental Hygienist	29 .90
12030 - EKG Technician	32 .88

12035 - Electroneurodiagnostic Technologist	32 .88
12040 - Emergency Medical Technician	15 .97***
12071 - Licensed Practical Nurse I	17 .93
12072 - Licensed Practical Nurse II	20 .06
12073 - Licensed Practical Nurse III	22 .36
12100 - Medical Assistant	14 .92***
12130 - Medical Laboratory Technician	24 .25
12160 - Medical Record Clerk	19 .54
12190 - Medical Record Technician	21 .86
12195 - Medical Transcriptionist	17 .93
12210 - Nuclear Medicine Technologist	37 .57
12221 - Nursing Assistant I	11 .99***
12222 - Nursing Assistant II	13 .48***
12223 - Nursing Assistant III	14 .71***
12224 - Nursing Assistant IV	16 .51
12235 - Optical Dispenser	17 .64
12236 - Optical Technician	17 .93
12250 - Pharmacy Technician	17 .08
12280 - Phlebotomist	15 .53***
12305 - Radiologic Technologist	28 .82
12311 - Registered Nurse I	25 .86
12312 - Registered Nurse II	29 .83
12313 - Registered Nurse II, Specialist	29 .83
12314 - Registered Nurse III	36 .08
12315 - Registered Nurse III, Anesthetist	36 .08
12316 - Registered Nurse IV	43 .26
12317 - Scheduler (Drug and Alcohol Testing)	24 .85
12320 - Substance Abuse Treatment Counselor	22 .31

### 13000 - Information And Arts Occupations

13011 - Exhibits Specialist I	22 .54
13012 - Exhibits Specialist II	27 .91
13013 - Exhibits Specialist III	34 .15
13041 - Illustrator I	22 .54
13042 - Illustrator II	27 .91
13043 - Illustrator III	34 .15
13047 - Librarian	30 .92
13050 - Library Aide/Clerk	13 .42***
13054 - Library Information Technology Systems Administrator	27 .91
13058 - Library Technician	16 .35
13061 - Media Specialist I	20 .14
13062 - Media Specialist II	22 .54
13063 - Media Specialist III	25 .12
13071 - Photographer I	18 .95
13072 - Photographer II	21 .20

13073 - Photographer III	26 .27
13074 - Photographer IV	32 .14
13075 - Photographer V	38 .87
13090 - Technical Order Library Clerk	17 .31
13110 - Video Teleconference Technician	22 .89

**14000 - Information Technology Occupations**

14041 - Computer Operator I	18 .45
14042 - Computer Operator II	21 .56
14043 - Computer Operator III	24 .78
14044 - Computer Operator IV	27 .54
14045 - Computer Operator V	30 .50
14071 - Computer Programmer I	(see 1) 24 .88
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18 .45
14160 - Personal Computer Support Technician	27 .54
14170 - System Support Specialist	30 .50

**15000 - Instructional Occupations**

15010 - Aircrew Training Devices Instructor (Non-Rated)	31 .39
15020 - Aircrew Training Devices Instructor (Rated)	37 .97
15030 - Air Crew Training Devices Instructor (Pilot)	45 .52
15050 - Computer Based Training Specialist / Instructor	31 .39
15060 - Educational Technologist	36 .92
15070 - Flight Instructor (Pilot)	45 .52
15080 - Graphic Artist	22 .96
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45 .52
15086 - Maintenance Test Pilot, Rotary Wing	45 .52
15088 - Non-Maintenance Test/Co-Pilot	45 .52
15090 - Technical Instructor	24 .20
15095 - Technical Instructor/Course Developer	29 .60
15110 - Test Proctor	19 .54
15120 - Tutor	19 .54

**16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations**

16010 - Assembler	10 .29***
16030 - Counter Attendant	10 .29***
16040 - Dry Cleaner	12 .35***
16070 - Finisher, Flatwork, Machine	10 .29***
16090 - Presser, Hand	10 .29***

16110 - Presser, Machine, Drycleaning	10 .29***
16130 - Presser, Machine, Shirts	10 .29***
16160 - Presser, Machine, Wearing Apparel, Laundry	10 .29***
16190 - Sewing Machine Operator	13 .05***
16220 - Tailor	13 .78***
16250 - Washer, Machine	10 .97***

**19000 - Machine Tool Operation And Repair Occupations**

19010 - Machine-Tool Operator (Tool Room)	20 .43
19040 - Tool And Die Maker	25 .54

**21000 - Materials Handling And Packing Occupations**

21020 - Forklift Operator	17 .58
21030 - Material Coordinator	24 .15
21040 - Material Expediter	24 .15
21050 - Material Handling Laborer	13 .53***
21071 - Order Filler	12 .69***
21080 - Production Line Worker (Food Processing)	17 .58
21110 - Shipping Packer	17 .51
21130 - Shipping/Receiving Clerk	17 .51
21140 - Store Worker I	11 .94***
21150 - Stock Clerk	16 .99
21210 - Tools And Parts Attendant	17 .58
21410 - Warehouse Specialist	17 .58

**23000 - Mechanics And Maintenance And Repair Occupations**

23010 - Aerospace Structural Welder	29 .09
23019 - Aircraft Logs and Records Technician	22 .74
23021 - Aircraft Mechanic I	27 .44
23022 - Aircraft Mechanic II	29 .09
23023 - Aircraft Mechanic III	30 .61
23040 - Aircraft Mechanic Helper	19 .50
23050 - Aircraft, Painter	25 .79
23060 - Aircraft Servicer	22 .74
23070 - Aircraft Survival Flight Equipment Technician	25 .79
23080 - Aircraft Worker	24 .30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24 .30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27 .44
23110 - Appliance Mechanic	22 .34
23120 - Bicycle Repairer	19 .18
23125 - Cable Splicer	35 .24
23130 - Carpenter, Maintenance	23 .01
23140 - Carpet Layer	20 .66
23160 - Electrician, Maintenance	26 .27
23181 - Electronics Technician Maintenance I	27 .26

23182 - Electronics Technician Maintenance II	28 .93
23183 - Electronics Technician Maintenance III	30 .78
23260 - Fabric Worker	20 .72
23290 - Fire Alarm System Mechanic	19 .80
23310 - Fire Extinguisher Repairer	19 .18
23311 - Fuel Distribution System Mechanic	26 .84
23312 - Fuel Distribution System Operator	20 .92
23370 - General Maintenance Worker	19 .25
23380 - Ground Support Equipment Mechanic	27 .44
23381 - Ground Support Equipment Servicer	22 .74
23382 - Ground Support Equipment Worker	24 .30
23391 - Gunsmith I	19 .18
23392 - Gunsmith II	22 .14
23393 - Gunsmith III	25 .00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21 .40
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22 .69
23430 - Heavy Equipment Mechanic	25 .61
23440 - Heavy Equipment Operator	21 .07
23460 - Instrument Mechanic	25 .00
23465 - Laboratory/Shelter Mechanic	23 .50
23470 - Laborer	13 .53***
23510 - Locksmith	20 .46
23530 - Machinery Maintenance Mechanic	28 .90
23550 - Machinist, Maintenance	22 .85
23580 - Maintenance Trades Helper	15 .16***
23591 - Metrology Technician I	25 .00
23592 - Metrology Technician II	26 .50
23593 - Metrology Technician III	27 .88
23640 - Millwright	28 .74
23710 - Office Appliance Repairer	17 .81
23760 - Painter, Maintenance	17 .49
23790 - Pipefitter, Maintenance	25 .00
23810 - Plumber, Maintenance	23 .50
23820 - Pneudraulic Systems Mechanic	25 .00
23850 - Rigger	25 .00
23870 - Scale Mechanic	22 .14
23890 - Sheet-Metal Worker, Maintenance	24 .84
23910 - Small Engine Mechanic	18 .99
23931 - Telecommunications Mechanic I	25 .65
23932 - Telecommunications Mechanic II	27 .19
23950 - Telephone Lineman	25 .00
23960 - Welder, Combination, Maintenance	23 .13
23965 - Well Driller	25 .00
23970 - Woodcraft Worker	25 .00



23980 - Woodworker 19 .18

**24000 - Personal Needs Occupations**

24550 - Case Manager 15 .17\*\*\*

24570 - Child Care Attendant 11 .00\*\*\*

24580 - Child Care Center Clerk 14 .13\*\*\*

24610 - Chore Aide 11 .24\*\*\*

24620 - Family Readiness And Support Services Coordinator 15 .17\*\*\*

24630 - Homemaker 15 .71\*\*\*

**25000 - Plant And System Operations Occupations**

25010 - Boiler Tender 28 .99

25040 - Sewage Plant Operator 20 .87

25070 - Stationary Engineer 28 .99

25190 - Ventilation Equipment Tender 20 .49

25210 - Water Treatment Plant Operator 20 .87

**27000 - Protective Service Occupations**

27004 - Alarm Monitor 17 .74

27007 - Baggage Inspector 15 .96\*\*\*

27008 - Corrections Officer 17 .76

27010 - Court Security Officer 18 .73

27030 - Detection Dog Handler 17 .85

27040 - Detention Officer 17 .76

27070 - Firefighter 18 .51

27101 - Guard I 15 .96\*\*\*

27102 - Guard II 17 .85

27131 - Police Officer I 21 .84

27132 - Police Officer II 24 .27

**28000 - Recreation Occupations**

28041 - Carnival Equipment Operator 12 .58\*\*\*

28042 - Carnival Equipment Repairer 13 .68\*\*\*

28043 - Carnival Worker 9 .14\*\*\*

28210 - Gate Attendant/Gate Tender 17 .30

28310 - Lifeguard 11 .34\*\*\*

28350 - Park Attendant (Aide) 19 .36

28510 - Recreation Aide/Health Facility Attendant 14 .14\*\*\*

28515 - Recreation Specialist 23 .85

28630 - Sports Official 15 .43\*\*\*

28690 - Swimming Pool Operator 17 .62

**29000 - Stevedoring/Longshoremen Occupational Services**

29010 - Blocker And Bracer 29 .36

29020 - Hatch Tender 29 .36

29030 - Line Handler 29 .36

29041 - Stevedore I	27 .48
29042 - Stevedore II	31 .17

### 30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	41 .26
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	28 .46
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	31 .33
30021 - Archeological Technician I		20 .28
30022 - Archeological Technician II		22 .69
30023 - Archeological Technician III		28 .11
30030 - Cartographic Technician		27 .87
30040 - Civil Engineering Technician		26 .72
30051 - Cryogenic Technician I		28 .14
30052 - Cryogenic Technician II		31 .09
30061 - Drafter/CAD Operator I		20 .28
30062 - Drafter/CAD Operator II		22 .69
30063 - Drafter/CAD Operator III		25 .28
30064 - Drafter/CAD Operator IV		29 .85
30081 - Engineering Technician I		17 .77
30082 - Engineering Technician II		20 .10
30083 - Engineering Technician III		22 .53
30084 - Engineering Technician IV		27 .93
30085 - Engineering Technician V		32 .62
30086 - Engineering Technician VI		37 .46
30090 - Environmental Technician		30 .54
30095 - Evidence Control Specialist		25 .41
30210 - Laboratory Technician		27 .17
30221 - Latent Fingerprint Technician I		28 .14
30222 - Latent Fingerprint Technician II		31 .09
30240 - Mathematical Technician		30 .54
30361 - Paralegal/Legal Assistant I		18 .68
30362 - Paralegal/Legal Assistant II		23 .14
30363 - Paralegal/Legal Assistant III		28 .31
30364 - Paralegal/Legal Assistant IV		34 .24
30375 - Petroleum Supply Specialist		31 .09
30390 - Photo-Optics Technician		27 .76
30395 - Radiation Control Technician		31 .09
30461 - Technical Writer I		26 .03
30462 - Technical Writer II		31 .85
30463 - Technical Writer III		38 .52
30491 - Unexploded Ordnance (UXO) Technician I		26 .22
30492 - Unexploded Ordnance (UXO) Technician II		31 .73
30493 - Unexploded Ordnance (UXO) Technician III		38 .03
30494 - Unexploded (UXO) Safety Escort		26 .22

30495 - Unexploded (UXO) Sweep Personnel		26 .22
30501 - Weather Forecaster I		29 .85
30502 - Weather Forecaster II		36 .31
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25 .28
30621 - Weather Observer, Senior	(see 2)	26 .00

### **31000 - Transportation/Mobile Equipment Operation Occupations**

31010 - Airplane Pilot		31 .73
31020 - Bus Aide		12 .58***
31030 - Bus Driver		16 .50
31043 - Driver Courier		16 .22
31260 - Parking and Lot Attendant		10 .89***
31290 - Shuttle Bus Driver		16 .39
31310 - Taxi Driver		11 .80***
31361 - Truckdriver, Light		17 .63
31362 - Truckdriver, Medium		19 .04
31363 - Truckdriver, Heavy		22 .07
31364 - Truckdriver, Tractor-Trailer		22 .07

### **99000 - Miscellaneous Occupations**

99020 - Cabin Safety Specialist		15 .47***
99030 - Cashier		10 .47***
99050 - Desk Clerk		10 .72***
99095 - Embalmer		26 .29
99130 - Flight Follower		26 .22
99251 - Laboratory Animal Caretaker I		14 .30***
99252 - Laboratory Animal Caretaker II		15 .52***
99260 - Marketing Analyst		26 .78
99310 - Mortician		26 .29
99410 - Pest Controller		17 .51
99510 - Photofinishing Worker		13 .78***
99710 - Recycling Laborer		16 .41
99711 - Recycling Specialist		19 .99
99730 - Refuse Collector		14 .53***
99810 - Sales Clerk		11 .29***
99820 - School Crossing Guard		13 .42***
99830 - Survey Party Chief		22 .77
99831 - Surveying Aide		14 .82***
99832 - Surveying Technician		20 .25
99840 - Vending Machine Attendant		18 .66
99841 - Vending Machine Repairer		23 .41
99842 - Vending Machine Repairer Helper		18 .66

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

REGISTER OF WAGE DETERMINATIONS UNDER THE  
SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Daniel W. Simms Director    Division of Wage  
Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 2015-4461  
Revision No.: 22  
Date of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into <u>on or after January 30, 2022</u>, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>• Executive Order 14026 generally applies to contract.</li> <li>• The contractor must pay all covered workers <b>at least \$16.20 per hour</b> (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded <u>on or between January 1, 2015 and January 29, 2022</u>, and the contract is <u>not</u> renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>• Executive Order 13658 generally applies to the contract.</li> <li>• The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: South Carolina

Area: South Carolina Counties of Allendale, Bamberg, Barnwell

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>01000 - Administrative Support And Clerical Occupations</b>		
01011 - Accounting Clerk I	14	.94***
01012 - Accounting Clerk II	16	.78
01013 - Accounting Clerk III	18	.77
01020 - Administrative Assistant	31	.95
01035 - Court Reporter	19	.12
01041 - Customer Service Representative I	13	.07***

01042 - Customer Service Representative II	14 .26***
01043 - Customer Service Representative III	16 .00***
01051 - Data Entry Operator I	13 .96***
01052 - Data Entry Operator II	15 .23***
01060 - Dispatcher, Motor Vehicle	18 .09
01070 - Document Preparation Clerk	15 .23***
01090 - Duplicating Machine Operator	15 .23***
01111 - General Clerk I	13 .39***
01112 - General Clerk II	14 .49***
01113 - General Clerk III	16 .28
01120 - Housing Referral Assistant	21 .31
01141 - Messenger Courier	12 .42***
01191 - Order Clerk I	13 .96***
01192 - Order Clerk II	15 .23***
01261 - Personnel Assistant (Employment) I	17 .09
01262 - Personnel Assistant (Employment) II	19 .12
01263 - Personnel Assistant (Employment) III	21 .31
01270 - Production Control Clerk	24 .21
01290 - Rental Clerk	14 .10***
01300 - Scheduler, Maintenance	17 .09
01311 - Secretary I	17 .09
01312 - Secretary II	19 .12
01313 - Secretary III	21 .31
01320 - Service Order Dispatcher	16 .17***
01410 - Supply Technician	31 .95
01420 - Survey Worker	18 .29
01460 - Switchboard Operator/Receptionist	13 .64***
01531 - Travel Clerk I	13 .77***
01532 - Travel Clerk II	14 .73***
01533 - Travel Clerk III	15 .67***
01611 - Word Processor I	15 .23***
01612 - Word Processor II	17 .09
01613 - Word Processor III	19 .12

**05000 - Automotive Service Occupations**

05005 - Automobile Body Repairer, Fiberglass	20 .91
05010 - Automotive Electrician	18 .01
05040 - Automotive Glass Installer	16 .38
05070 - Automotive Worker	17 .03
05110 - Mobile Equipment Servicer	14 .26***
05130 - Motor Equipment Metal Mechanic	19 .16
05160 - Motor Equipment Metal Worker	17 .03
05190 - Motor Vehicle Mechanic	18 .42
05220 - Motor Vehicle Mechanic Helper	13 .98***
05250 - Motor Vehicle Upholstery Worker	15 .90***



05280 - Motor Vehicle Wrecker	17 .03
05310 - Painter, Automotive	17 .32
05340 - Radiator Repair Specialist	17 .03
05370 - Tire Repairer	13 .76***
05400 - Transmission Repair Specialist	19 .16

**07000 - Food Preparation And Service Occupations**

07010 - Baker	16 .14***
07041 - Cook I	10 .78***
07042 - Cook II	12 .42***
07070 - Dishwasher	10 .49***
07130 - Food Service Worker	13 .18***
07210 - Meat Cutter	14 .64***
07260 - Waiter/Waitress	9 .06***

**09000 - Furniture Maintenance And Repair Occupations**

09010 - Electrostatic Spray Painter	19 .62
09040 - Furniture Handler	12 .92***
09080 - Furniture Refinisher	19 .62
09090 - Furniture Refinisher Helper	15 .27***
09110 - Furniture Repairer, Minor	17 .31
09130 - Upholsterer	19 .31

**11000 - General Services And Support Occupations**

11030 - Cleaner, Vehicles	12 .28***
11060 - Elevator Operator	12 .28***
11090 - Gardener	17 .19
11122 - Housekeeping Aide	11 .34***
11150 - Janitor	11 .34***
11210 - Laborer, Grounds Maintenance	13 .20***
11240 - Maid or Houseman	10 .43***
11260 - Pruner	11 .80***
11270 - Tractor Operator	15 .87***
11330 - Trail Maintenance Worker	13 .20***
11360 - Window Cleaner	12 .68***

**12000 - Health Occupations**

12010 - Ambulance Driver	16 .54
12011 - Breath Alcohol Technician	20 .11
12012 - Certified Occupational Therapist Assistant	27 .59
12015 - Certified Physical Therapist Assistant	28 .83
12020 - Dental Assistant	17 .94
12025 - Dental Hygienist	32 .16
12030 - EKG Technician	30 .48
12035 - Electroneurodiagnostic Technologist	30 .48

12040 - Emergency Medical Technician	16 .54
12071 - Licensed Practical Nurse I	17 .98
12072 - Licensed Practical Nurse II	20 .11
12073 - Licensed Practical Nurse III	22 .42
12100 - Medical Assistant	14 .12***
12130 - Medical Laboratory Technician	24 .77
12160 - Medical Record Clerk	15 .79***
12190 - Medical Record Technician	18 .10
12195 - Medical Transcriptionist	17 .98
12210 - Nuclear Medicine Technologist	44 .21
12221 - Nursing Assistant I	11 .96***
12222 - Nursing Assistant II	13 .44***
12223 - Nursing Assistant III	14 .66***
12224 - Nursing Assistant IV	16 .46
12235 - Optical Dispenser	20 .11
12236 - Optical Technician	17 .98
12250 - Pharmacy Technician	14 .38***
12280 - Phlebotomist	17 .73
12305 - Radiologic Technologist	28 .00
12311 - Registered Nurse I	25 .86
12312 - Registered Nurse II	29 .50
12313 - Registered Nurse II, Specialist	29 .50
12314 - Registered Nurse III	35 .70
12315 - Registered Nurse III, Anesthetist	35 .70
12316 - Registered Nurse IV	42 .78
12317 - Scheduler (Drug and Alcohol Testing)	24 .92
12320 - Substance Abuse Treatment Counselor	24 .56

**13000 - Information And Arts Occupations**

13011 - Exhibits Specialist I	19 .51
13012 - Exhibits Specialist II	24 .18
13013 - Exhibits Specialist III	29 .58
13041 - Illustrator I	19 .33
13042 - Illustrator II	23 .95
13043 - Illustrator III	29 .29
13047 - Librarian	26 .77
13050 - Library Aide/Clerk	13 .46***
13054 - Library Information Technology Systems Administrator	24 .18
13058 - Library Technician	14 .82***
13061 - Media Specialist I	17 .44
13062 - Media Specialist II	19 .51
13063 - Media Specialist III	21 .76
13071 - Photographer I	17 .29
13072 - Photographer II	19 .33
13073 - Photographer III	23 .95

13074 - Photographer IV	29 .29
13075 - Photographer V	35 .45
13090 - Technical Order Library Clerk	17 .04
13110 - Video Teleconference Technician	18 .84

**14000 - Information Technology Occupations**

14041 - Computer Operator I	13 .41***
14042 - Computer Operator II	16 .20
14043 - Computer Operator III	19 .95
14044 - Computer Operator IV	20 .79
14045 - Computer Operator V	24 .54
14071 - Computer Programmer I	(see 1) 24 .88
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13 .41***
14160 - Personal Computer Support Technician	20 .79
14170 - System Support Specialist	24 .54

**15000 - Instructional Occupations**

15010 - Aircrew Training Devices Instructor (Non-Rated)	30 .77
15020 - Aircrew Training Devices Instructor (Rated)	37 .24
15030 - Air Crew Training Devices Instructor (Pilot)	44 .62
15050 - Computer Based Training Specialist / Instructor	30 .77
15060 - Educational Technologist	30 .75
15070 - Flight Instructor (Pilot)	44 .62
15080 - Graphic Artist	27 .38
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44 .62
15086 - Maintenance Test Pilot, Rotary Wing	44 .62
15088 - Non-Maintenance Test/Co-Pilot	44 .62
15090 - Technical Instructor	22 .12
15095 - Technical Instructor/Course Developer	27 .38
15110 - Test Proctor	18 .04
15120 - Tutor	17 .93

**16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations**

16010 - Assembler	10 .50***
16030 - Counter Attendant	10 .50***
16040 - Dry Cleaner	12 .97***
16070 - Finisher, Flatwork, Machine	10 .50***
16090 - Presser, Hand	10 .50***
16110 - Presser, Machine, Drycleaning	10 .50***

16130 - Presser, Machine, Shirts	10 .50***
16160 - Presser, Machine, Wearing Apparel, Laundry	10 .50***
16190 - Sewing Machine Operator	13 .69***
16220 - Tailor	14 .58***
16250 - Washer, Machine	11 .36***

**19000 - Machine Tool Operation And Repair Occupations**

19010 - Machine-Tool Operator (Tool Room)	20 .04
19040 - Tool And Die Maker	24 .91

**21000 - Materials Handling And Packing Occupations**

21020 - Forklift Operator	17 .58
21030 - Material Coordinator	24 .15
21040 - Material Expediter	24 .15
21050 - Material Handling Laborer	13 .73***
21071 - Order Filler	13 .50***
21080 - Production Line Worker (Food Processing)	17 .58
21110 - Shipping Packer	16 .89
21130 - Shipping/Receiving Clerk	16 .89
21140 - Store Worker I	12 .14***
21150 - Stock Clerk	16 .82
21210 - Tools And Parts Attendant	17 .58
21410 - Warehouse Specialist	17 .58

**23000 - Mechanics And Maintenance And Repair Occupations**

23010 - Aerospace Structural Welder	24 .07
23019 - Aircraft Logs and Records Technician	18 .83
23021 - Aircraft Mechanic I	22 .72
23022 - Aircraft Mechanic II	24 .07
23023 - Aircraft Mechanic III	25 .32
23040 - Aircraft Mechanic Helper	16 .14***
23050 - Aircraft, Painter	21 .43
23060 - Aircraft Servicer	18 .83
23070 - Aircraft Survival Flight Equipment Technician	21 .43
23080 - Aircraft Worker	20 .15
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20 .15
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22 .72
23110 - Appliance Mechanic	21 .43
23120 - Bicycle Repairer	17 .48
23125 - Cable Splicer	33 .63
23130 - Carpenter, Maintenance	21 .07
23140 - Carpet Layer	20 .15
23160 - Electrician, Maintenance	23 .76
23181 - Electronics Technician Maintenance I	20 .15
23182 - Electronics Technician Maintenance II	21 .43

23183 - Electronics Technician Maintenance III	22 .72
23260 - Fabric Worker	18 .83
23290 - Fire Alarm System Mechanic	22 .72
23310 - Fire Extinguisher Repairer	17 .48
23311 - Fuel Distribution System Mechanic	22 .72
23312 - Fuel Distribution System Operator	17 .48
23370 - General Maintenance Worker	19 .25
23380 - Ground Support Equipment Mechanic	22 .72
23381 - Ground Support Equipment Servicer	18 .83
23382 - Ground Support Equipment Worker	20 .15
23391 - Gunsmith I	17 .48
23392 - Gunsmith II	20 .15
23393 - Gunsmith III	22 .72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20 .62
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21 .85
23430 - Heavy Equipment Mechanic	22 .72
23440 - Heavy Equipment Operator	19 .89
23460 - Instrument Mechanic	22 .72
23465 - Laboratory/Shelter Mechanic	21 .43
23470 - Laborer	13 .73***
23510 - Locksmith	21 .43
23530 - Machinery Maintenance Mechanic	25 .11
23550 - Machinist, Maintenance	21 .66
23580 - Maintenance Trades Helper	16 .14***
23591 - Metrology Technician I	22 .72
23592 - Metrology Technician II	24 .07
23593 - Metrology Technician III	25 .32
23640 - Millwright	25 .85
23710 - Office Appliance Repairer	21 .01
23760 - Painter, Maintenance	21 .43
23790 - Pipefitter, Maintenance	24 .48
23810 - Plumber, Maintenance	23 .08
23820 - Pneudraulic Systems Mechanic	22 .72
23850 - Rigger	22 .72
23870 - Scale Mechanic	20 .15
23890 - Sheet-Metal Worker, Maintenance	22 .72
23910 - Small Engine Mechanic	20 .15
23931 - Telecommunications Mechanic I	29 .90
23932 - Telecommunications Mechanic II	31 .68
23950 - Telephone Lineman	22 .72
23960 - Welder, Combination, Maintenance	18 .00
23965 - Well Driller	22 .72
23970 - Woodcraft Worker	22 .72
23980 - Woodworker	17 .48

**24000 - Personal Needs Occupations**

24550 - Case Manager	17 .20
24570 - Child Care Attendant	11 .00***
24580 - Child Care Center Clerk	14 .04***
24610 - Chore Aide	12 .61***
24620 - Family Readiness And Support Services Coordinator	17 .20
24630 - Homemaker	17 .20

**25000 - Plant And System Operations Occupations**

25010 - Boiler Tender	25 .58
25040 - Sewage Plant Operator	18 .55
25070 - Stationary Engineer	23 .58
25190 - Ventilation Equipment Tender	16 .66
25210 - Water Treatment Plant Operator	18 .55

**27000 - Protective Service Occupations**

27004 - Alarm Monitor	14 .05***
27007 - Baggage Inspector	15 .07***
27008 - Corrections Officer	16 .67
27010 - Court Security Officer	17 .79
27030 - Detection Dog Handler	16 .86
27040 - Detention Officer	16 .67
27070 - Firefighter	17 .57
27101 - Guard I	15 .07***
27102 - Guard II	16 .86
27131 - Police Officer I	19 .44
27132 - Police Officer II	21 .61

**28000 - Recreation Occupations**

28041 - Carnival Equipment Operator	11 .85***
28042 - Carnival Equipment Repairer	12 .84***
28043 - Carnival Worker	8 .80***
28210 - Gate Attendant/Gate Tender	16 .91
28310 - Lifeguard	14 .77***
28350 - Park Attendant (Aide)	18 .92
28510 - Recreation Aide/Health Facility Attendant	13 .81***
28515 - Recreation Specialist	22 .99
28630 - Sports Official	15 .06***
28690 - Swimming Pool Operator	17 .62

**29000 - Stevedoring/Longshoremen Occupational Services**

29010 - Blocker And Bracer	22 .18
29020 - Hatch Tender	22 .18
29030 - Line Handler	22 .18
29040 - Stevedore I	21 .49

29042 - Stevedore II 24 .37

**30000 - Technical Occupations**

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 41 .27  
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 28 .46  
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 31 .33  
30021 - Archeological Technician I 20 .28  
30022 - Archeological Technician II 22 .69  
30023 - Archeological Technician III 28 .11  
30030 - Cartographic Technician 27 .87  
30040 - Civil Engineering Technician 24 .43  
30051 - Cryogenic Technician I 26 .37  
30052 - Cryogenic Technician II 29 .12  
30061 - Drafter/CAD Operator I 20 .28  
30062 - Drafter/CAD Operator II 22 .69  
30063 - Drafter/CAD Operator III 25 .28  
30064 - Drafter/CAD Operator IV 29 .85  
30081 - Engineering Technician I 17 .77  
30082 - Engineering Technician II 20 .10  
30083 - Engineering Technician III 22 .53  
30084 - Engineering Technician IV 27 .93  
30085 - Engineering Technician V 32 .62  
30086 - Engineering Technician VI 37 .46  
30090 - Environmental Technician 27 .76  
30095 - Evidence Control Specialist 23 .81  
30210 - Laboratory Technician 23 .96  
30221 - Latent Fingerprint Technician I 26 .37  
30222 - Latent Fingerprint Technician II 29 .12  
30240 - Mathematical Technician 27 .76  
30361 - Paralegal/Legal Assistant I 18 .29  
30362 - Paralegal/Legal Assistant II 23 .16  
30363 - Paralegal/Legal Assistant III 28 .33  
30364 - Paralegal/Legal Assistant IV 34 .27  
30375 - Petroleum Supply Specialist 29 .12  
30390 - Photo-Optics Technician 27 .76  
30395 - Radiation Control Technician 29 .12  
30461 - Technical Writer I 25 .63  
30462 - Technical Writer II 31 .34  
30463 - Technical Writer III 37 .91  
30491 - Unexploded Ordnance (UXO) Technician I 26 .22  
30492 - Unexploded Ordnance (UXO) Technician II 31 .73  
30493 - Unexploded Ordnance (UXO) Technician III 38 .03  
30494 - Unexploded (UXO) Safety Escort 26 .22  
30495 - Unexploded (UXO) Sweep Personnel 26 .22

30501 - Weather Forecaster I		26 .55
30502 - Weather Forecaster II		32 .31
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25 .28
30621 - Weather Observer, Senior	(see 2)	26 .00

### **31000 - Transportation/Mobile Equipment Operation Occupations**

31010 - Airplane Pilot		31 .73
31020 - Bus Aide		15 .10***
31030 - Bus Driver		20 .42
31043 - Driver Courier		13 .74***
31260 - Parking and Lot Attendant		13 .52***
31290 - Shuttle Bus Driver		14 .35***
31310 - Taxi Driver		12 .18***
31361 - Truckdriver, Light		14 .35***
31362 - Truckdriver, Medium		15 .45***
31363 - Truckdriver, Heavy		22 .66
31364 - Truckdriver, Tractor-Trailer		22 .66

### **99000 - Miscellaneous Occupations**

99020 - Cabin Safety Specialist		15 .47***
99030 - Cashier		10 .30***
99050 - Desk Clerk		10 .58***
99095 - Embalmer		26 .29
99130 - Flight Follower		26 .22
99251 - Laboratory Animal Caretaker I		14 .95***
99252 - Laboratory Animal Caretaker II		16 .24
99260 - Marketing Analyst		32 .08
99310 - Mortician		26 .29
99410 - Pest Controller		21 .45
99510 - Photofinishing Worker		13 .78***
99710 - Recycling Laborer		13 .96***
99711 - Recycling Specialist		16 .94
99730 - Refuse Collector		11 .96***
99810 - Sales Clerk		10 .95***
99820 - School Crossing Guard		13 .65***
99830 - Survey Party Chief		22 .67
99831 - Surveying Aide		14 .76***
99832 - Surveying Technician		20 .16
99840 - Vending Machine Attendant		18 .38
99841 - Vending Machine Repairer		22 .95
99842 - Vending Machine Repairer Helper		18 .38

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage



requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

**HEALTH & WELFARE EO 13706:** \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

**HOLIDAYS:** A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3)

(Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

# Agreement Between



**Centerra-Savannah River Site**

**and**



**United Professional Pro-Force  
Of Savannah River  
(UPPSR) Local 125**

**October 9, 2022 – October 8, 2027**

**Savannah River Site  
Aiken, South Carolina**



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## PREAMBLE

This AGREEMENT is entered into this **9<sup>th</sup> of October 2022**, between Centerra-Savannah River Site (hereinafter referred to as the "Company") and United Professional Pro-Force of Savannah River Local 125 (hereinafter referred to as the "Union"). The work location is Department of Energy (DOE), Savannah River Site (SRS).

## ARTICLE 1 RECOGNITION

**1.1** The Company hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees designated by the National Labor Relations Board's Certification of Representation on January 30, 2007, in case No. 11-RC-6643, which includes all full-time and regular part-time unarmed Security Officers, armed Security Police Officers, Central Alarm Station Specialists, Law Enforcement Dispatch Officers, Canine Handlers and Law Enforcement Officers, employed by the Employer at the Savannah River Site of the United States Department of Energy, excluding all office clerical employees, Operations Security Specialists, professional employees, instructors, Helicopter Pilots, Security Police Officer trainees, all other employees, Sergeants, Lieutenants and statutory supervisors as defined in the Act.

Operations Security Specialists are not represented by the Bargaining Unit. However, pursuant to Department of Energy initiatives on career longevity, Security Police Officers (armed) and Security Officers (unarmed), shall be given preference when there are openings to fill Operations Security Specialist positions provided that the candidate(s) for the position have the qualifications and skills to perform the work. Nothing in this Agreement is intended to alter or supersede the selection process identified in Centerra-SRS standard procedures. Centerra- SRS will continue to select the best qualified candidate for the job. However, preference will be applied when a candidate whose position is required to meet DOE fitness standards is equally qualified with a candidate whose position is not required to meet DOE fitness standards.

**[The Company and the Union agree that the immediately preceding Paragraph remains in the CBA unless the NLRB determines after appeal that the OSS are "guards" as defined in the NLRA in which case the Company and Union agree that this paragraph is immediately considered null and void in accordance with Article 38.1.]**

**1.2** The use of one gender in this Agreement shall include the other gender. As used herein, the words "he", "his", "him", and "employee" refer to both male and female employees.

## ARTICLE 2 UNION MEMBERSHIP AND CHECK-OFF

**2.1** It is mutually agreed that all employees covered by this Agreement shall be given the opportunity to accept or decline membership in the Union upon completion of initial training, without discrimination.

**2.2** Subject to the limitations of any state or federal law, the Company agrees to deduct from wages earned each calendar week by an employee covered by this Agreement; the Union membership dues and initiation fees levied by the Union, of each member of the Union who has in effect at that time a proper authorization card executed by the employee, authorizing the Company to make such deductions. The Company will be advised by the Union as to what the Union membership dues and initiation fees are.



- 2.3** All sums collected in accordance with such signed authorization cards shall be remitted by the Company via an electronic funds transfer to a designated recipient (Union) bank account not later than the 15th of the month subsequent to the month in which such sums were deducted by the Company. The Union will provide the Company with all appropriate recipient (Union account) information, in writing signed by the President and Financial Secretary of the Union not less than 30 days prior to commencement of this process and not less than 30 days prior to a change in the recipient (Union) account. Records, showing current members' deductions, will be provided via government email to the President and Financial Secretary at the time of the funds transfer.
- 2.4** The Check-Off Authorization Card to be executed and furnished to the Company by the Union and the employees shall be the official Union Dues Check-Off Authorization Form. No other authorization form shall be accepted by the Company, unless the substitute is mutually agreed to by both parties.
- 2.5** The Union accepts full responsibility for the authenticity of each check-off card submitted to the Company, any authorizations which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the employee any union dues withheld inappropriately due to an invalid check-off card being submitted or as a result of an administrative error by the Company. The Union further agrees to indemnify the Company and hold it harmless against any and all claims arising or asserted by reason of any deductions made according to the authorization. The Company will be responsible to return to the employee any dues inappropriately collected, not deposited to the Union, due to no fault of the Union.
- 2.6** No deductions of Union dues will be made from the wages of any employee who has executed a check-off form and who has been transferred to a job not covered by this Agreement, or who is not in a pay status. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed, provided the employee has not revoked the assignment in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended. The Company will collect dues in accordance with Article 2 of the current CBA. The Union will notify the Company when dues are not collected properly. The Company will immediately take action to collect delinquent dues from the Union member, if the member is still an employee of the Company.
- 2.7** Deduction of membership dues shall be made, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.
- 2.8** The employee will provide a signed, Union Cancellation of Dues Form to the Company to stop the union dues deduction. The Union will identify to the Company the appropriate form used for this purpose.

### **ARTICLE 3 MANAGEMENT RIGHT**

- 3.1** Management of the business and direction of the security forces are exclusively the right of management. These rights include the right to:
- (a) hire;
  - (b) determine the number, location, and types of Protective Force posts;
  - (c) direct the working forces and manage the business;
  - (d) assign work;

- (e) discontinue temporarily or permanently any posts;
- (f) promote outside of the Bargaining Unit, reclassify, transfer, discipline up to and including termination for just cause;
- (g) maintain order and efficiency of operations;
- (h) require employees to observe reasonable Company rules and regulations, DOE Orders, and other regulatory requirements as are presently in effect or which may be changed or modified from time to time as they pertain to security force members at the Savannah River Site;
- (i) decide on the supplies, equipment, or weapons to be used;
- (j) determine the size of the workforce, including the number of employees assigned to any particular shift;
- (k) determine the qualifications of an employee to perform work.

3.2 The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

#### ARTICLE 4 UNION REPRESENTATION

- 4.1 (a) Union Officials and Stewards will be allowed reasonable time off to perform Union duties. Advance notice should be given to permit programming such absences in the duty schedule. UPPSR Local 125 President or his designee will provide the meeting dates seven (7) working days in advance to the Labor Relations Department. For any requests that are presented to the Labor Relations Department less than seven (7) days in advance, the Company will make its best effort to schedule the requested absence(s). Company approval is contingent upon the post(s) being backfilled in accordance with then current policies. This relief shall be managed in a manner that minimizes additional expense to the Company but realizes it could result in overtime. Notification of absence(s) will be provided by Labor Relations to the Majors/Chief, Captains, and Lieutenants. The Company will provide a **forty-five (45) minute** block at the beginning and a one (1) hour block at the end of the training class for each new hire TRF 100 class for the purpose of orienting new hires to the Union. This will be done by the Union President, and/or the Business Agent or their designee. Union representatives will be permitted, upon request to the **on-duty Lieutenant who is responsible for the muster, and or the Captain, Major / Chief or Site Commander on the off-shift**, a brief period, not to exceed five (5) minutes, during muster to make non-controversial Union announcements and notifications. Area Administrator/Stewards who have other muster areas within their scope of authority may alternate attending muster between those areas with the **on-duty Lieutenant, the Captain, Major / Chief or Site Commander on off-shift**.
- (b) Meetings involving discussion with Company officials shall be conducted on Company time. These meetings include the General Manager's Meeting and Quarterly Labor Management Meeting, **or any meeting the Captain, Major / Chief or Site Commander on off-shift calls**. The place, time, attendees, and purpose of meetings referred to herein will be established in advance by mutual agreement of the parties.
- (c) The Joint Labor/Management Committee will meet monthly, or upon request by either party, to promote a better understanding between the Company and the Union. This forum is not for the purpose of discussing grievances. The attendees and agenda of the meeting referred to herein will be established in advance by mutual agreement of the parties.

- (d) When the Union requests a meeting with the Company, the Company will not pay Union representatives who are in an off-duty status to meet with them unless specifically agreed to by the Company prior to the meeting or those representatives are already in a paid status.

- 4.2 (a) The Business Agent will represent all Bargaining Unit members. Employees may be appointed as acting Stewards when required. The Union will keep the Company promptly advised of the identity of the Stewards, as well as the executive board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union. A total of 24 people will be elected to Steward positions utilizing the following scale. In addition, any shift of five (5) personnel or more shall have the right to an elected steward.

NOTE: The Company and the Union shall keep each other advised in writing of the names of authorized representatives.

A Shift	C Shift
1 Steward for KAC	1 Steward for KAC
1 Steward for SRT	1 Steward for SRT
1 Steward for 200-H/100-L/Tritium	1 Steward for 200-H/100-L/Tritium
2 Stewards for PPD (1 for 700 & 1 for Barricades)	2 Stewards for PPD (1 for 700 & 1 for Barricades)
1 Steward for LE	1 Steward for LE
B Shift	D Shift
1 Steward for KAC	1 Steward for KAC
1 Steward for SRT	1 Steward for SRT
1 Steward for 200-H/100-L/Tritium	1 Steward for 200-H/100-L/Tritium
2 Stewards for PPD (1 for 700 & 1 for Barricades)	2 Stewards for PPD (1 for 700 & 1 for Barricades)
1 Steward for LE	1 Steward for LE

NOTE: Headquarters personnel will be represented by the shift steward currently on duty or a designee. Union officials shall not leave their posts on any Union business without first obtaining approval from **the on-duty Lieutenant who will notify the Captain, Major / Chief or Site Commander on off-shift**, and upon returning to their post, they will check back in with **the on-duty Lieutenant who will notify the Captain, Major / Chief or Site Commander on off-shift**. Permission will not be unreasonably withheld.

**As discussed and coordinated with management, the Company shall place the Union President and Business Agent on the day shift and the normal scheduled work hours shall be between forty (40) and fifty (50) hours each week Monday through Friday.** Any change to these hours / days must be coordinated in advance with area management. The individuals filling these positions will be scheduled to work post for a full shift each month and participate in at least one (1) Force-on-Force (FoF) or Tactical Training Exercise (TTX) every two (2) years to fulfill the requirement for active status in accordance with DOE Directives. When being compensated by the Company, the President and Business Agent shall work in uniform and on site unless authorized otherwise. They will report to their respective area Captain/Major/Chief on a daily basis and will attend daily musters, at a minimum of once each week in their assigned area. They will coordinate their schedule for attending daily musters in other areas with the Captain/Major/Chief.

**Individuals filling these positions will not be forced to work overtime except as a last resort.**

The Vice President shall be placed on the same schedule as the President when acting as his designee.

(b) Official representatives of the Union, with proper DOE clearance, shall be allowed to visit the site and to visit employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company. When the Union deems it necessary for a Union Representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility, in connection with a grievance or dispute, the Company shall, at the written request of the Union, request and coordinate access for these personnel in accordance with site directives and security regulations. The Company shall be considered to have fulfilled their obligation under this provision by making the request to the DOE.

(c) All union officials agree to not conduct union organizing while on the clock.

4.3 LISTS: Upon request, the Company shall send to the Union's President, Business Agent or designee an updated personnel and area assignment roster, a new hire listing, an updated seniority list, and a recall list.

4.4 The Union will appoint all Bargaining Unit members in any position for which the Company requests Union participation, unless there is a mutual written agreement in advance. For any volunteers not selected by the Union, it is understood that employees' participation is solely as an employee of the Company and not as a representative of the Bargaining Unit.

4.5 Office Space and Use of Government Facilities/Equipment:

(a) The Company will provide a securable and adequate office space, for the Union President / Business Agent, to conduct official business. The location of the office space will be an area where all electronic devices can be used, to include WIFI, Bluetooth, etc. in accordance with site policies.

(b) The Union President and Business Agent will be provided, upon request, with government equipment (phone and/or tablet).

(c) Official government equipment will be used in accordance with DOE-SR rules and regulations.

(d) In addition to SRS distribution system, the Company email may be utilized by the Union to communicate with UPPSR members. Use of email will be consistent with site policies.

4.6 Effective with the signing of this Agreement, the following United Professional Pro-Force of Savannah River (UPPSR), Local 125 Executive Board members (President, Vice President and Business Agent) are the only Board members authorized to sign any agreements that would become binding between UPPSR, Local 125 and Centerra-SRS. In the event the President, Vice President, or Business Agent cannot sign, then one (1) of the four (4) Area Administrators can sign proxy. There must be three (3) different signatures by the Union on all Letters of Agreement before they can become binding between the Union and Centerra-SRS.

## **ARTICLE 5 BULLETIN BOARDS**

5.1 The Company shall provide the Union with enclosed bulletin boards at each operational area where Protective Force Musters are conducted.

- 5.2 Bulletin board notices shall be restricted to:
- (a) Notices of Union recreational and social affairs;
  - (b) Notice of Union elections;
  - (c) Notices of Union appointments and results of Union elections;
  - (d) Notices of Union meeting; and other Union business.
  - (e) The Area Administrators will have a key **or the combination or at least one (1) other appropriate means to access** the Union's Bulletin Board.

## ARTICLE 6 TRAINING AND REGISTRATION

- 6.1 The Company shall compensate employees at their appropriate rate of pay, as well as pay the cost of job-related training and the registration of employees as required by the Company, the Company's Client, or any federal, state, or local governmental agency which is necessary for the performance of duties. The Company will pay the approved costs of travel, required registration fees (including approved workshop costs), renewal of certifications/permits and tuition, which the Company directs an employee to obtain in accordance with Company policy.
- 6.2 The Company shall continue their policy to provide reasonable time to re-qualify in any required testing as may be necessary to maintain minimal job qualifications, in accordance with DOE Directives and Orders, or other federal, or state or Centerra-SRS requirements. **If a Bargaining Unit Member is unable to qualify for firearms qualifications only, he will remain in paid status.** For physical fitness and firearms qualifications, the number of attempts and remediation programs (if necessary) are established in 10 CFR 1046. For the purpose of establishing a reasonable amount of attempts at re-qualification of other DOE, Federal, or State mandated training, it is agreed that, at a minimum, three (3) attempts will be provided unless otherwise specified by a DOE or other federal or state requirement. If DOE directs the Company to establish a standard, the Union will be advised of such, and the applicable DOE, Federal, or State directive will be provided to the Union, if available.
- 6.3 No employee shall be required to work a post unless they have been trained for that duty
- 6.4 Each classification will have a training officer appointed by the Union to provide input into and to review the Annual Training Plan (ATP), applicable Job Task Analysis (JTAs) and Training Needs Analysis (TNA).
- 6.5 For training which must be conducted on an off day, the Company will make its best efforts to schedule training for the Protective Force on the first or last day of the four-day break.
- 6.6 The Company will develop a system to where an employee can review all training days as scheduled.

## ARTICLE 7 EXAMINATIONS

- 7.1 Physical, medical, and/or mental examinations of employees may be required by the Company, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. The Company also has the right to require substance abuse screening tests as authorized by the Centerra-SRS Personnel Reliability Program, Human Reliability Program and/or DOE Directives and Orders 10 CFR 707 and 10 CFR 712. Adequate safeguards shall be maintained to ensure the accuracy of the test.

All employees working in positions that are identified as HRP, or who are armed, will be substance abuse tested in accordance with 10 CFR 712.

All unarmed employees working in positions that are identified as PRP will be substance abuse tested in accordance with Centerra-SRS SP 1-2152, Personnel Reliability Program. This procedure identifies negotiated testing requirements and cannot be changed without concurrence of both the Company and the Union.

- 7.2 Mileage Reimbursement: When an employee is required to take a physical exam on-site or HRP/PRP on-site and government transportation is not provided or available, the employee may be authorized by his supervisor to use his POV. Employees must complete an expense voucher for reimbursement and have it signed by the supervisor. Expense vouchers must be submitted within 30 days. Off-site exams/tests that are an extension of the employee's physical exam or HRP/PRP, when done during an employee's scheduled workday, i.e., the employee leaves work to go to the exam and returns to work afterwards, qualify for reimbursement. If the employee leaves work to go to the exam and does not return, he/she may complete an expense voucher for reimbursement for travel in excess of mileage that would have been driven to travel directly to the residence from work.

## ARTICLE 8 UNIFORMS & EQUIPMENT

- 8.1 The Company will furnish, alter, launder, and clean the regulation uniforms and body armor carrier, to include inclement weather gear. Uniforms or equipment worn or used by the employees who are on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced except with consent of the Company. If available, the Company will provide female uniforms as appropriate. During periods of uniform transition, the Company will develop and provide a transition plan to the Union. The Union will be afforded an opportunity to provide input to the plan for consideration by the Company. If possible, the Company will not discriminate based on gender when it comes to Company issued uniforms and equipment. The Company will provide maternity uniforms, upon request, for pregnant employees serving in a Protective Force position. Pregnant employees who remain in a Protective Force position may wear the normal uniform or the maternity uniform during their pregnancy. Pregnant employees who will require a maternity uniform will immediately contact Uniform Supply to place an order. Pregnant employees may opt to wear civilian clothes when not performing Protective Force duties. Damaged civilian clothes, in the course of performing official duties, will be reimbursed at a rate to not exceed the purchase price of a comparable article of the Protective Force uniform.
- 8.2 Uniforms and equipment remain the property of the Company. Damaged or worn-out articles of clothing or equipment may be returned to the Company for replacement at no cost to the employee. **An employee may retain** personal articles of clothing **which the Company issues** (i.e., socks, **shorts**, sweats, shoes, and t-shirts) if the items cannot be re-issued or would otherwise be destroyed. The cost of the replacement articles of clothing or equipment shall be borne by the employee if the articles of clothing or equipment which are lost, stolen, damaged, or worn are the result of the employee's negligent or intentional misconduct. An employee's personal items of clothing required to be worn while in the performance of duty which become damaged or destroyed will be compensated at the current replacement value. Such damage must be reported immediately. The Company will provide a way for employees to exchange damaged or worn-out articles of clothing or equipment to Supply five days a week (Monday- Friday, excluding holidays, designated inventory dates, and other dates used for issue to classes or other special occasion). These scheduled dates will be communicated via Employee Bulletin in advance of Supply closure.
- 8.3 When storing equipment off site, the equipment will be locked in a vehicle, out of plain view, or in a residence. Damage and/or theft of Company issued equipment will be reported immediately.

- 8.4** All uniforms and Company equipment must be returned to the Company upon termination of employment except for personal items mentioned in Article 8.2. Failure to comply with this requirement will result in the cost of said uniform and equipment being deducted from any monies due to the employee.
- 8.5** Employees required by 10 CFR Part 1046 to maintain physical fitness standards shall, at the time of hire, be provided with one (1) pair of Company selected running shoes. Worn out or damaged running shoes will be replaced, maximum of two (2) times **each** year, at no cost to the employee. As an option, employees may choose to be reimbursed, up to **\$175 total each** calendar year, in lieu of two (2) pairs of the Company issued running shoes. **The employee must provide a receipt prior to receiving any reimbursement. Worn out or damaged boots will be replaced, maximum of two (2) times each year, at no cost to the employee. As an option, employees may choose to be reimbursed, up to \$365 total each calendar year, in lieu of two (2) pairs of the Company issued boots. The employee must provide a receipt prior to receiving any reimbursement.**

## ARTICLE 9 HOURS OF WORK AND OVERTIME

- 9.1** The work week shall commence on Sunday at 1830 hours and end 168 hours later. Nothing herein shall be construed as guaranteeing any specified number of hours, work, or pay per week.
- 9.2** The workday is defined as the 24-hour time period commencing with the employee's regular starting time. Any change in start times will be negotiated in accordance with Article 35, except for temporary changes, not to exceed 30 minutes, which may be necessary to facilitate training or briefings in the Areas which would exceed the normal times for shift muster. **This Article does not apply to new employees assigned to the PPD until the employee is permanently reassigned.**
- 9.3** Overtime at the rate of one and one-half (1-½) times an employee's regular base straighttime wage rate will be paid to the employee for all hours worked in excess of 40 hours in the work week. There shall be no compounding, duplicating or pyramiding of overtime for the same hours worked under any circumstances of any description.
- 9.4** An employee shall not be required to take time off from their regular work schedule in order to offset overtime previously worked.
- 9.5** Required overtime shall be divided as equitably as possible between employees qualified and available to do the work. It shall first be offered to the employee with the lowest overtime hours available and qualified, within that classification; however, if turned down, it may be required on the same basis. After all qualified and available personnel within the area/zone (in that order) have turned down overtime, then the Company shall offer the overtime to other qualified personnel outside of the classification within the area/zone that are available and qualified prior to forcing someone to work.

**For the purposes of assigning overtime, all hours worked beyond regularly scheduled workdays will be counted for example:**

- **Training**
- **FOF**
- **Post coverage**
- **Shipments**
- **Special projects**

**(The employee has the choice to count the specific force-on-force and in early/holdovers hours for overtime purposes. Parties agree that this will not lead to a bypass.)**

**Hours worked from appointments and approved Union business occurring during paid status will not be included when calculating overtime assignments.**

- 9.6** In the event of an emergency situation, no call/no shows, or the failure of employees to call-off from work in accordance with Company's rules and regulations, the Company shall have the right to assign employees to work mandatory overtime in order to meet security requirements.
- 9.7** Shift differentials referred to in Appendix A(a), when applicable to hours worked which are paid at overtime, will be paid at one and one-half (1-½) times the applicable shift differential rate.
- 9.8** Employees who work on Sunday (Saturday night for Sunday shift and Sunday day shift) will be paid at one and one-half (1-½) times their straight time hourly rate for all hours worked. When hours eligible for Sunday premium coincide with overtime hours (all hours over 40), those hours will be paid at double time.
- 9.9** Any employee request for relief for themselves at the beginning or end of the shift must be coordinated through **and approved by the on-duty shift Lieutenant.**
- 9.10** Shift swaps/trading days will be approved, in accordance with this CBA and Company procedure, if there is no additional cost(s) to the Company; operational and job qualification requirements are met and maintained; and the Major/Chief/Captain concurs. The shift swap/trade will not be unreasonably withheld. The Company reserves the right to revoke the shift swap/trade for just cause. If a shift swap is revoked for any reason (failure to meet/maintain all position requirements, absence of greater than three work cycles, management decision), the affected employee(s) has a maximum of three work cycles before they must return to their original shift. However, the affected employee(s) and the Union will be given the opportunity to discuss case-by-case assignments as necessary.

## **ARTICLE 10 LEAVE OF ABSENCE**

**10.1** Employees who have completed training shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leaves shall be requested in writing and signed by the Company and the employee receiving same.

**(a) Military Leave**

- (1)** Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.
- (2)** An employee who is a member of a military reserve organization of the Department of Defense, including the National Guard, on orders, will receive leave of absence and, contingent upon DOE-SR annual approval, will be paid the difference between the employee's normal 40 hour weekly pay at straight time and their military pay (base pay) excluding travel payment, for a period not to exceed 26 days in a calendar year. Evidence of orders and amount of military pay are required in support of such payment.
- (3)** An employee must furnish the Company with a copy of his orders immediately upon receipt of such orders.



(b) Medical Leave

Medical leaves of absence may be granted for a period of up to 12 months for qualifying medical conditions. **For a work-related or non-work-related injury, the Company, in its discretion, may decide to extend the 12-month period on a case-by-case basis. If the matter is a non-work-related condition, the employee must provide the Company all requested medical information on a timely basis or the Company will not further consider an extension for the employee. If the Company does not extend the 12-month period, the Union agrees that the decision is not a matter which can be grieved.** Inability to work for medical reasons must be verified by the DOE designated physician. The Company has the right to verify the reason for the employee's absence and prior to returning to work, the Company shall require the employee to be certified by the DOE designated physician as being physically able to return to work. Employees who are on approved medical leave, short/long term disability or Workers' Compensation absence will accrue holiday leave up to one (1) year (365 days) from the date of absence. The holiday pay will be paid upon the employee's termination (**except for termination for just cause**) or return to work. **Employees acknowledge that they should not be engaged in alternative employment / self-employment where the restriction impacts the employee's ability to perform the alternative employment / self-employment work.**

(c) Emergency/Unpaid Personal Leave of Absence

An unpaid emergency/personal leave of absence, not to exceed 90 days, may be granted at the sole discretion of the Company except as governed by the Family and Medical Leave Act of 1993 (FMLA).

(d) If an employee calls out on FMLA for a scheduled shift, forced overtime or scheduled overtime, then leave will be subtracted from the employee's approved FMLA bank.

**10.2** Employees returning from a medical or emergency leave of absence who have not scheduled a specific date on which they are to return, must notify the Company, in writing, at least seven (7) calendar days before the date they intend to return to work. Prior to being assigned to Protective Force duties, employees must receive appropriate medical and training certification.

## ARTICLE 11 JURYDUTY/COURT/APPEARANCE

**11.1** All Bargaining Unit employees called for jury duty or who are required by court process to attend court proceedings in which the employee is not a principal nor has any financial interest in said court proceedings shall be paid his regular base pay for any time lost from work of the employee's assigned normal schedule (not to include scheduled training, overtime, appointments, etc.), provided the employee gives to the Company any pay or witness fee (except for travel or meal allowance) received for such court appearances. Employees must provide appropriate documentation to substantiate assignment to jury duty or appearance in court. New hire employees that have not completed training will have their training period extended by a like number of days lost due to jury duty.

**11.2** Hours paid for jury duty shall be counted as hours worked.

## ARTICLE 12 CALL-IN AND REPORTING PAY

**12.1** Employees are required to report for work at their scheduled starting times. An employee must notify the on-duty supervisor as far in advance as possible prior to his scheduled starting time if he is unable to report for work unless impossible to do so. An employee who reports to work and leaves prior to the scheduled stop time will be paid for all hours worked.

The Company will provide a system for the employee to view time recorded for the workweek and to verify, certify, and submit their time sheet for the week. This system will display their time for the week and accrued vacation, personal, and sick leave.

- 12.2 (a)** An employee who reports for work at his regular starting time or who has been called-in to work and has not been advised either orally or in writing not to report shall receive either a minimum of four (4) hours work or four (4) hours pay, at the Company's discretion, at his appropriate rate. If an employee is called in prior to the commencement of his normal shift and/or held over at the end of his shift, he shall be paid only for the hours actually worked.
- (b)** **All reasonable efforts will be made to conduct the Psychological interview/test, fitness qualification assessment, and the Rockport Walk Fit test on an employee's scheduled workday. All annual medical examinations, stress tests and SRT training / qualifications will be scheduled outside of the normal workday and the employee shall receive a minimum of four (4) hours pay. If an employee misses a regularly scheduled training day, then it may be re-scheduled on a workday.**
- 12.3** The provisions of Article 12.2 above shall not apply if the Company is unable to advise the employees not to report or provide the work because of Acts of God, fire, snowstorm, flood, power failure, downed utility lines, etc., or other conditions or causes beyond the control of the Company.

### ARTICLE 13 SENIORITY

- 13.1** Site seniority shall be defined as the length of continuous Protective Force service at the Savannah River Site.
- 13.2** Site seniority shall commence after completion of the initial basic training class and shall be retroactive to their first day of work on site.
- 13.3** Site seniority for employees who start work on the same date shall be determined by the date of last application. Site seniority of those employees applying on the same date will be determined by the lowest of the last four (4) digits of their social security number.
- 13.4** Site seniority will be the determining factor in granting reassignments.
- 13.5** Employees may request changes in area or shift assignments, and such requests will be granted, provided that a vacancy exists, the employee has the qualifications and ability to perform the work, and the transfer promotes sufficient staffing to meet mission requirements. **The Union Transfer Coordinator or designee will evaluate to ensure that all transfer requirements have been properly met.** Employees on restricted duty that do not meet the qualifications are not eligible for voluntary reassignment. Once reassignment is granted, the employee cannot request reassignment for six (6) months unless mutually agreed to between the Union and the Company.
- 13.6** If the Company and the Union mutually agree that a transfer request cannot be immediately granted, this request will be exempt for up to six months from the Union's site seniority policy as defined by this CBA.

**13.7** Site seniority and employment shall terminate if an employee:

- (a) is discharged for just cause;
- (b) voluntarily quits employment;
- (c) is laid off, subsequent to ratification of this contract, for more than 36 months;
- (d) is laid off and fails to return to work in accordance with Article 14.
- (e) is absent for 4 consecutive scheduled work days without notifying or advising the Company unless the employee shows just cause for failure to notify the Company. The Company has no obligation to attempt to contact the employee;
- (f) overstays a leave of absence without just cause;
- (g) gives a false reason for a leave of absence;
- (h) is absent because of illness or injury, in accordance with Article 29;
- (i) fails to meet re-qualification requirements in accordance with DOE Directives and Orders;
- (j) fails to obtain and/or maintain a DOE "L" or "Q" clearance in accordance with **Article 30.9**.

**13.8** Any employee of Centerra-SRS that permanently returns to any position in the Bargaining Unit will return to the Bargaining Unit with zero site seniority in relation to transfers, promotions, and layoffs. Employees that return to the Bargaining Unit, without site seniority, will not return to any specialty positions.

#### **ARTICLE 14 LAYOFFS AND REDUCTIONS IN FORCE**

**14.1** The Company will comply with the provisions of the WARN Act.

**14.2** In the event of a layoff, trainees (new hires) shall be laid off first without regard to their individual periods of employment.

**14.3** In the event of a layoff, Centerra-SRS shall give the Union sufficient notice to give the parties an opportunity to discuss the layoff and minimum essential manning requirements of Bargaining Unit classifications. In determining minimum essential manning requirements of Bargaining Unit classifications, consideration will be given to Site Safeguards and Security Plan and/or Area Security Plan requirements, site seniority and relief positions. Once minimum essential manning has been established and implemented, as defined by the area security plan requirements, layoffs by site seniority can commence and the Company will identify those employees that will be provided reasonable training/qualification opportunities for SPOs who are not qualified for continued employment within their classification. The Company and Union shall utilize their best efforts to form a plan that takes into consideration the above-listed factors related to Bargaining Unit classifications. The Company agrees it shall conduct layoffs in accordance with the Collective Bargaining Agreement.

**14.4** The Union will be afforded an opportunity to provide input to the layoff plan, but understands the Company is not bound by the input provided. In the event of a layoff, the Company will coordinate with the Union regarding staffing levels. The Union and Company realize that employees must be retained in specialty classifications (CAS, LED, SRT, LE Constable and Canine) to meet mission requirements, and therefore minimum essential staffing levels must be maintained in these positions. Relief positions will be considered for elimination first. For CAS and LED relief positions, SPOs who will be laid off will be given, by seniority, the opportunity to train, qualify, and transfer to these positions. SRT, LE Constable and Canine will be reduced to minimal essential staffing by site seniority within their group and then shall exercise their site seniority rights among other SPO/SO employees. Nothing herein shall preclude the Union from filing a grievance if they contend any layoff violates the Collective Bargaining Agreement.

- 14.5** When a vacancy arises, the Company shall recall employees on the basis of site seniority, qualification, and individual's ability to meet the qualification of the opening and perform the available work.
- 14.6** The employee bears the responsibility of notifying the Company of their address changes which includes telephone number. In case of recall, laid off employees shall be notified at their last known address in accordance with the provisions of Article **36.4**. The notice will be by certified mail return receipt to the employee's address on file and by email notification to the Union President and Business Agent. In the event the notified employee fails to contact the Company Representative identified in the notice within 30 calendar days, the employee shall be considered to have voluntarily quit. The 30 days will start once the Company receives the receipt of certified mailing from the U.S. Postal Service. The Company has the right to move to the next on the recall list. It is the responsibility of laid off employees to keep the Company notified of any changes of address.
- Once the employee responds to the Company's recall notification, the Company will designate a report for work date and time, which will allow an employee to give a two week notice, if necessary, unless the Company and employee mutually agree on another start time. The employee recalled under this article will be credited with all accumulated seniority rights.
- 14.7** Employees selected for involuntary layoff shall be paid for all hours scheduled to work on the day of termination. If not scheduled to work and called in for the purposes of out-processing, the employee will be paid for all hours worked or a minimum of four (4) hours, whichever is greater.
- 14.8** In the event the Company is directed by DOE to develop a temporary reduction in force (furlough) plan due to a potential lack of government funding, the Company will notify the Union. The Company will prepare a temporary reduction in force (furlough) plan in accordance with DOE direction. The Union will appoint two (2) Bargaining Unit members to assist in the development of the plan. The Company will discuss with the Union President how the reduction will be accomplished. The Company will provide the Union the date of the furlough and the issues impacting the workforce, plans and schedules in a timely manner. The Company will notify the Union of how the plan is to be implemented and how the return to work policy will be implemented.
- 14.9** In the event the Department of Energy directs a Bargaining Unit classification to be eliminated, the Company will discuss implementation when applicable with the Union. Elimination of Bargaining Unit classifications or work areas will be handled in accordance with Article 14 of this CBA should it necessitate layoffs.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

- 15.1** The grievance procedure provides a fair, equitable, and timely forum for internal review and resolution of disputes on employment related matters. This provides a process for dispute resolution in which all grievances will be free from restraint, interference, coercion, discrimination, or reprisal. Bargaining Unit members may use the grievance process for a complaint, dispute, or perceived breach of contract relating to their employment as described above. A grievance is defined as a difference of opinion between the Company and the Union, or between the Company and an employee including dismissal, demotion, suspension and/or application of policies, procedures, rules, or regulations (10 CFR 706, 707, 710, 712, 851, 1046, 1047, or DOE O 473.2A and successor orders) that arise over the interpretation or application of any provisions of this contract. It will be settled by the following procedure:

- 15.2** Step 1: An employee who believes he has a grievance shall provide written notification of such with his supervisor or designee, within 10 working days, after the occurrence of the facts giving rise to the grievance, in an attempt to settle the grievance. A Union representative will be present at such presentation. The supervisor or designee will provide a written response within 5 working days to the employee and the Union representative. Wage claims will not be restricted to the above time limit, i.e., pay rate, vacation pay rate, holiday pay rate, overtime pay rate, etc. The term supervisor in this article refers to the Captain or designee.
- 15.3** Step 2: If the matter is not resolved in Step 1, the grievance shall, no later than 5 working days after the response of the supervisor, be provided in writing by an area steward or his designee, setting forth the facts in detail, specifying the Article and paragraph allegedly violated, and signed by the aggrieved employee and the Steward, and shall be submitted to the Company's appropriate Major/Chief or designee. The Major/Chief or designee will have 5 working days from the date the grievance was presented to him to answer, in writing, with a copy to the aggrieved employee and the Business Agent or designee.
- 15.4** Step 3: If the matter is not resolved in Step 2, the grievance may be appealed in writing to the appropriate Director or designee within 5 working days of the denial by the Major/Chief or designee. A meeting between the Director or designee and the Union President or designee, another Union representative and the Business Agent or designee who will be the spokesperson and the grievant will be held within 5 working days following receipt of the appeal to consider the matter. The Director shall give a written answer to the Union President and Business Agent within 5 working days following the date of the meeting.
- 15.5 (a)** Step 4: If the matter is not resolved in Step 3, if appealed, the grievance will be in writing to the General Manager or designee, no later than 5 working days from the denial by the Director. A meeting will be held within 10 working days from the receipt of the written appeal. This meeting may be attended by other Company representatives, President or designee, another Union member, the Business Agent or designee, and the grievant. The General Manager or designee will have 10 working days from the date of the meeting to respond to the grievance, in writing or electronically, with a copy to the aggrieved employee, Union President, and Business Agent or designee.
- (b)** The Company and the Union may mutually agree to defer a grievance at Step 4 to Alternative Dispute Resolution, conducted by the Federal Mediation and Conciliation Service (FMCS).
- 15.6** Step 5: Grievances which have been processed in accordance with the requirements of the above and which remain unsettled may be appealed by the Union to arbitration within 60 calendar days after the rejection of the grievance in Step 4.
- 15.7** A grievance shall be considered null and void if not filed and processed by the Union in strict accordance with the time limits set forth above. If the grievance is not processed by the Company in accordance with the time limits set forth above, then the relief requested by the grievance will be granted.
- 15.8 (a)** Any grievance or issue involving wages not resolved at the lower level will be commenced at Step 3 of this procedure, and the written grievance shall be presented to the appropriate Director or his designee within five (5) working days after the occurrence of the facts giving rise to the grievance.
- (b)** Any grievance or issue involving disciplinary suspension or termination will be commenced at Step 4 of this procedure **and** shall be presented to the General Manager or designee within five (5) working days after the occurrence of the facts giving rise to the grievance.

- 15.9 Time limits may be extended by mutual agreement, in writing, between the Company and the Union President and/or Business Agent or designee.
- 15.10 Grievances affecting an entire classification, or the entire Bargaining Unit, shall be presented by the Union at Step 3 of this procedure to the appropriate Director or his designee within five (5) working days after the occurrence of the facts giving rise to the grievance.
- 15.11 By exception based on circumstances, the Company and the Union may mutually agree to decide the appropriate step at which the grievance shall be presented.
- 15.12 As specified in Articles 15.3, 15.4 and 15.5(a) of the Company and the Union Collective Bargaining Agreement, the Company and Union agree that all correspondence related to Step 2, Step 3 and Step 4 grievances will be processed through the Labor Relations Department (LRD). The date in which specified correspondence is sent electronically to/from LRD will begin the grievance process timeline outlined in the CBA articles referenced above.
- 15.13 Any reference to time limits will exclude Saturdays, Sundays, and holidays. The term holiday as used in this article shall be the designated holidays listed in Article 21. The Company and Union will provide grievances and grievance responses electronically when available and required.
- 15.14 Throughout this grievance process, the grievant and one (1) other Bargaining Unit member, attending hearings, will be compensated by the Company if he is already at work, as scheduled. Employees that are not scheduled to work and attend a grievance hearing, will not be compensated unless, this Bargaining Unit member, is requested by the Company. If more than one (1) Bargaining Unit member who is at work is identified to attend the hearing, that member will only be compensated, if prior approval is granted by the Company. These numbers do not include the presence of the President, Business Agent, and or designee.
- 15.15 Grievance settlements will be paid on the next scheduled pay period. In the event the settlement is not paid by the second scheduled pay period, an additional 3% will be paid to the employee. Within 30 days after payment, the Union may approach the Company and/or the Company may approach the Union if they believe the compensation was improperly computed.

## ARTICLE 16 ARBITRATION PROCEDURE

- 16.1 Grievances which have been processed in accordance with the requirements of Article 15, Grievance Procedure, which remain unsettled, may be processed in accordance with the following procedures and limitations.
- 16.2 Within 10 calendar days of receipt of the Union's written notice to proceed to arbitration, the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator. **When selecting an arbitrator, the arbitrator will be required to render a written decision to the Parties within ninety (90) calendar days of the date the arbitration hearing is closed and the post hearing briefs are filed. This time may be altered by consent of the Parties.** Should the parties fail to agree on the selection of an arbitrator within 10 days, the Company or Union will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until 1 name remains, and this individual shall be the arbitrator to hear the grievance. The arbitrator selection process will take no longer than 30 days. If the Union does not comply with these timelines, the grievance will be dismissed with prejudice. If the Company does not comply with these timelines the relief requested in the grievance will be granted immediately.

- 16.3** The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross examine the witness or witnesses of the other party.
- 16.4** The arbitrator's decision shall be based exclusively on the evidence presented at the arbitration hearing. The arbitrator cannot modify, amend, add to, detract from or alter any provisions of the Agreement. If the arbitration is dealing with a termination case then once the date for the brief to be submitted at the arbitration hearing is established, there will be no extensions of time given. All other extensions will be by mutual agreement by all parties.
- 16.5** The decision of the arbitrator shall be issued **within 90 days as defined in Article 16.4 above** and the decision shall be final and binding upon the Company, the Union, and the grievant.
- 16.6** Each party hereto shall bear the expenses of preparing and presenting its own case. The cost and all expenses of the arbitrator shall be borne equally by the parties.
- 16.7** All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his regular schedule, for the area the member is normally assigned to, scheduled training, scheduled appointments, and scheduled observed holiday hours with the Company, less any money earned from Unemployment Compensation. Arbitration **Awards** will be paid in accordance with the provisions of the paragraph below.
- 16.8** Arbitration **awards** will be paid in a timely manner. With the exception of **awards** related to lost wages for periods over six (6) months, **awards** will be paid by the second scheduled pay period. In the event the **award** is not paid by the third scheduled pay period, an additional 3% will be paid to the employee. **Awards** for lost wages in excess of six (6) months absence will require, upon Union/employee request, an initial partial payment (not to exceed \$10,000), pending reconciliation of amounts owed. The process to determine and make payment will take no longer than three (3) weeks.

## **ARTICLE 17 NO STRIKES-NO LOCKOUTS**

- 17.1** The parties recognize the sensitive nature of the services provided by the UPPSR, Local 125, Bargaining Unit to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption. The Company and the Union agree that good employer-employee relations cannot exist unless there is a serious effort on the part of both the Company and the Union to settle in a peaceful manner all disputes that may arise.
- 17.2** The Union collectively, and each employee individually, agree they will not, during the term of this Agreement, call, engage in, or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott, or any other interference with or interruption of the Company's operations for any reason whatsoever.
- 17.3** The Company agrees, during the term of this Agreement, that no lockout against any or all of the employees shall take place.
- 17.4** In the event that a breach of the no strike clause occurs, the officers of the local Union will immediately, upon request and/or notice from the Company, make reasonable, earnest, good faith efforts affirmatively to bring about a prompt termination of the strike or other job action and shall continue such efforts until employees return to work. These good faith efforts on the part of the local Union officers shall include, but not be limited to, continuing to do their jobs.

- 17.5 Any employee during the term of this Agreement who engages in any of the activities described in Article 17.2 above shall **immediately** be subject to **the** disciplinary **process**.
- 17.6 In the event of any work stoppage by another labor group involving the Client's property or operation, employees will continue to man posts and carry out assignments for the protection of life, property, and protection of security interest.
- 17.7 The Company will not utilize Bargaining Unit employees covered by this contract to fill any positions covered by another union.

## ARTICLE 18 FAIR EMPLOYMENT PRACTICES

- 18.1 The Company and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed, religion, sex (including pregnancy), color, age, national origin, genetic information, veteran's status, or Union affiliation, nor against the qualified physically disabled.
- 18.2 The parties further agree to comply with all applicable Federal Laws and Executive Orders pertaining to non-discrimination, including all orders issued by the Office of Federal Contract Compliance and other orders, which are applicable to government contract operations such as that conducted by the Company.
- 18.3 The Union agrees that in accordance with the needs of the business, the Company may assign a sufficient number of female employees to each shift in order to perform pat down and body cavity searches of other females.
- 18.4 Pregnant employees will remain at work until notification by the employee that per doctor instructions they are no longer able to perform Protective Force duties. The employee's rate of pay and benefits will not be changed or reduced. However, the employee will be scheduled to work a 40-hour week unless otherwise directed by a physician. The pregnant employee will work administrative duties in their assigned areas excluding range duties and Barricades for the duration of the pregnancy or until unable per doctor's direction. Any employee on restricted duty due to a pregnancy will not be included in the number count as outlined in Article 33.4.

## ARTICLE 19 SAFETY SECURITY AND HEALTH

- 19.1 It is the policy of the Company to provide employees a safe working environment in compliance with safety and health standards and with directives promulgated by the DOE, other Federal agencies, and Centerra-SRS as applicable.
- 19.2 It is the responsibility of each employee to be safety conscious at all times, to perform work in a safe manner, and to comply with all environmental, safety and health regulations applicable to any specific work areas. All work-related injuries or illnesses shall be reported immediately, or as soon as practicable, to the on-duty **Lieutenant** or training instructor. Failure to give immediate notice may be the cause of serious delay in any payment of compensation to the injured employee or his/her beneficiary and may result in the failure to receive any compensations benefits whatsoever.



- 19.3 The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this Agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties. If such protective equipment is required by DOE, a copy of DOE Directives on the subject of protective equipment will be sent to the Union.
- 19.4 The appointed Bargaining Unit Safety Officer/or designee will be notified whenever safety testing is to be conducted such that he may be present. The appointed Bargaining Unit Safety Officer/or designee, President and Vice President will be provided with results of that testing such that Bargaining Unit personnel will be made aware of the results.
- 19.5 All employees are encouraged to make recommendations in the matter of safety. The Union and the employees covered by this Agreement recognize that safety is the responsibility of each and every employee. Employees are not to assume that other employees bear the responsibility for their safety on the job. All unsafe conditions or acts will be reported to supervision immediately.
- 19.6 The Company agrees that government vehicles, **buildings, and posts** used by employees will be kept in safe condition and will be provided in accordance with DOE specifications, with adequate heating and air conditioning. Employees are to report any deficiencies to the **on-duty Lieutenant and the Area Administrator or designee**. Similarly, the Company, **as soon as reasonably possible**, shall advise the appropriate building custodian **and the Union / Company Safety Officers** of any **safety** concerns.
- 19.7 (a) The Company shall make every reasonable effort to ensure that each employee has access to **bottled drinking water and a product like Sqwincher at all times an employee is on duty (unless there are circumstances beyond the Company's control)** and rest room facilities that are clean and in good working condition as required by applicable DOE orders, safety and health standards or other Federal agencies.
- (b) Temporary or permanent equipment chairs, desks, refrigerators, etc., shall be in a safe and serviceable satisfactory condition. Equipment that does not meet the above standards shall be replaced or repaired to meet such standards in a reasonable time period. Temporary items which are readily available will be supplied to the posts in a timely manner.
- (c) Employees who cannot be relieved from duty due to hazardous weather conditions or other Acts of God shall be provided with a meal(s) and bedding material as best as can be provided. **The Union Safety Officer or designee will coordinate with the Company to examine the meals and bedding annually.**
- (d) The Company shall continue to provide safety equipment such as gloves, boots, safety glasses, hearing protection, or any other safety equipment needed in the performance of the job as determined by DOE or the Company. **The Union Safety Officer or designee will coordinate with the Company to examine the safety equipment annually.**
- (e) In order to provide relief for personnel working barricade posts during the hottest and coldest periods of the year (June through August and December through February), PPD will schedule one (1) additional relief position for the barricade area Monday through Friday day shift, when funding is available. In the event of a call out, the Company will make every attempt to fill this relief position without reverting to the use of forced overtime. The Company will notify the Union when funding shortages may potentially impact the ability to provide staffing during the months identified above and make its best efforts to adjust funding to continue relief.

**19.8** To further enhance the understanding of health and safety issues concerning Bargaining Unit members, the Company will agree to have the Safety Officer assigned to the Headquarters shift and attached to ESH&QA. **As discussed, and coordinated with management, the Company shall place the Safety Officer on Headquarters and the normal scheduled work hours shall be between forty (40) and fifty (50) hours each week Monday through Friday. Any change to these hours / days must be coordinated in advance with ESH&QA management.** The Safety Officer will be available to work PF posts on Fridays and overtime only as a last resort **as the area management determines.** The individual filling this position will be scheduled to work post for a full shift each month and participate in a **Force on Force (FoF) or Tactical Training Exercise (TTX)** exercise once every 2 years to fulfill the requirement for active status in accordance with DOE Directives. The individual filling this position may also be required to work a post for which they are qualified, to meet necessary minimum staffing requirements. The Safety Officer will not be used on post, Monday through Thursday, unless as a last resort.

## ARTICLE 20 VACATION

**20.1** During the term of this Agreement the Company will provide the following paid vacation to full-time employees. Vacation is accrued each work week on a pro-rata basis. **Vacation, sick leave, and personal day accruals for short term disability shall be in accordance with Company policy.** The rounding of numbers may be necessary for accounting purposes, but it is not the intent that anyone should lose nor gain vacation time due to this method of accrual. Vacation hours will be accrued using the following formula based on a 52-week year:

0 through 4 years of continuous service	80 hours accrual	1.54 hours per week
5 through 9 years of continuous service	120 hours accrual	2.31 hours per week
10 through 14 years of continuous service	160 hours accrual	3.08 hours per week
15 through 28 years of continuous service	200 hours accrual	3.85 hours per week
29 or more years of continuous service	240 hours accrual	4.62 hours per week

**Vacation accrual shall commence after completion of the initial basic training class and shall be retroactive to their site seniority date which is the first day of work on site.**

Employees shall be eligible to use their vacation once accrued. Beginning the last payroll period of every calendar year, vacation cannot be carried over in excess of two years' accrual. Employees shall be paid for unused earned vacation (excluding Vacation Bank) in excess of two years' accrual, at their straight time rate of pay, without penalty, at the time of distribution.

Vacation will be paid at the employee's straight time hourly rate of pay.

**20.2** Upon **separation from the Company**, an employee shall be paid for all unused earned vacation at the employee's applicable straight time hourly rate of pay at the date of termination.

**20.3** **Employees that wish to sell back vacation in Lieu of will have the option to use one of the following. If an employee does not elect "(b)" below, then "(a)" is applicable to the employee.**

- (a) Members of UPPSR Local 125, may upon request, take Pay in Lieu of Vacation with the following restrictions. The Vacation being requested for Pay in Lieu of Vacation must be earned in the year it is requested. Vacation available for Pay in Lieu must have already been accrued by the employee. Any request for Pay in Lieu of Vacation will automatically receive a 10% penalty. For example, if an employee requests 40 hours of Pay in Lieu of Vacation, they

will be charged 44 hours of vacation. Vacation hours carried over from the previous year are not eligible for Pay in Lieu. Employees receiving Pay in Lieu of taking vacation will not be permitted to take unpaid time off for vacation.

- (b) **Employees may in December of each year, request pay in lieu of time off for vacation that will be accrued in the following year. Once the employee makes the irrevocable election to cash out part (or all) of the vacation, it may be paid out at any time during the year, so long as the hours have been earned. Any hours elected to be paid in lieu of vacation and not paid during the course of the year, will be paid out no later than the final pay period for that year. Pay in lieu of vacation will not be part of the overtime computation. Vacation hours carried over from the previous year will not be cashed out, unless the balance exceeds two (2) year's accrual. Employees cannot receive pay in lieu of vacation for Vacation Bank hours except as provided in this article.**

**20.4** Vacation can be requested in days or hours. All requests for such time should be submitted to **the on-duty shift Lieutenant** at least 7 calendar days in advance. If the 7-day **notice** window is not met, requests will be granted at the convenience of the Company. **Once a vacation is concurred or non-concurred, a copy of the concurred or non-concurred absence request will be returned to the individual as soon as reasonably possible.**

**20.5** Once a vacation has been approved, it shall not be revoked except in the case of an emergency.

**20.6** Vacation will be considered part of the overtime base in those instances where the employee takes the time off. It will be excluded from the overtime base when payment is elected or automatically paid out.

**20.7** In the event that a Bargaining Unit member has approved vacation for the whole cycle, then that person will be exempt from mandatory overtime for the entire preceding break and the entire break after the approved vacation. In such cases the next lowest person on the overtime roster will be forced to cover the overtime. Notification must be submitted at the time of the vacation request to the supervisor. Area PF supervision will manage the numbers of personnel allowed off at any given time to ensure minimum essential staffing requirements are maintained.

**20.8** In the event that a Bargaining Unit member has approved vacation for the first day (**must be employee's full scheduled duty day**) of a work cycle then that person will be exempt from mandatory overtime on the preceding break and if that person takes vacation on the last day (**must be employee's full scheduled duty day**) of a work cycle then they would be exempt from mandatory overtime on the break after the approved vacation. In such cases the next lowest person on the overtime roster will be forced to cover the overtime. Notification must be submitted at the time of the vacation request to the supervisor. **The employee cannot cancel the scheduled vacation after the assignment of overtime on the third midnight, excluding holidays, unless the Company (Lieutenant on-duty; Captain; Major / Chief; Site Commander on off-shift) agrees otherwise.**

## **ARTICLE 21 HOLIDAYS AND PERSONAL DAYS**

**21.1** Full time employees, upon completion of their Trainee (new hire) training shall be entitled to the following paid holidays, which include nine (9) designated holidays, three (3) personal days of the employee's choice. The specified holidays vary from year to year and are posted in October for the following year. The specified holidays are:

New Year's Day  
Designate MLK Birthday or Good Friday  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Non-rotating shift personnel will take the **Company designated** "day of observance" **with the exception of employees on a Monday through Thursday schedule and / or a Tuesday through Friday schedule when the "day of observance" falls on either Monday or Friday. Employees on a Monday through Thursday schedule will have a Friday holiday scheduled on their Thursday and employees on a Tuesday through Friday schedule will have a Monday holiday scheduled on their Tuesday.**

All Headquarters will be scheduled by area management to work either a **five (5) eight (8)** hour days Monday through Friday or **four (4) ten (10)** schedule of either Monday through Thursday or Tuesday through Friday. If a 10-hour day scheduled work week contains a holiday that falls on a Monday through Thursday, the employee may request additional activities to make up some or all of the missed time, or used accrued leave, so that the employee has an opportunity to get 40 hours that week.

- 21.2** Holiday pay will consist of eight (8) hours pay at straight time rates.
- 21.3** Employees who work on a designated holiday will be paid at one and one-half (1-½) times their base hourly rate for all hours worked in addition to eight (8) hours holiday pay.
- 21.4** Employees on leave without pay, suspension, military leave, short or long term disability or workers' compensation do not qualify for holiday pay, except as designated in Article 10.1(b).
- 21.5** To be eligible for holiday pay, if the holiday is not worked, an employee must have worked his last full scheduled workday prior to and his next full scheduled workday after such holiday unless his absence is supported by a doctor's certificate. However, in the case of multiple observance holidays, a disqualifying absence on either side of the multiple observance day will only affect 1 holiday.
- 21.6** If a holiday falls during an employee's vacation period, such employee shall be entitled to receive pay for such holiday.
- 21.7** **Personal Days can be requested in days or hours. All requests for such time should be submitted to the on-duty shift Lieutenant at least five (5) calendar days in advance. If the five (5)-day notice window is not met, requests will be granted at the convenience of the Company. Once a personal day is concurred or non-concurred a copy of the absence request will be returned to the individual as soon as reasonably possible.**
- 21.8** Employees will be paid for any unused personal days which exceed one (1) year's accrual in December at their straight time rate of pay at the time of distribution. Hours paid out at the end of the year for personal days will be part of the overtime base.
- 21.9 (a)** When employees work a designated holiday, hours worked will be counted as part of the overtime base. Holiday hours (8.0) will not be counted as part of the overtime base.
- (b)** When employees other than those assigned to Headquarters do not work on a holiday, those holiday hours shall not go into the overtime base.

- (c) Employees assigned to Headquarters who do not work on a holiday, will have their holiday pay hours go into the overtime base.

**21.10 The Company and the Union will work together in good faith to establish a “Holiday Absence Request” procedure.**

**ARTICLE 22 JOB CLASSIFICATION AND WAGES**

- 22.1** Any references to positions, jobs, or classifications are solely for identification purposes only and are not intended to limit any work functions whether regularly performed or not, if qualified. Nothing in the agreement shall be considered either as a guarantee, a limitation of the hours of work, or the work assignment of any employee.
- 22.2** The Company has the right of placement into, removal from, or reassignment from any level, job class, category, shift or work assignment with proper justification. The Company shall be the judge of competence, qualifications (as related to promotions), and ability, but the Union may question such judgment by showing the judgment and **justification of the transfer** was made in bad faith. **The Company shall provide justification in writing to the Union as soon as reasonably possible if the Union makes a request in writing.**
- 22.3** It shall be the policy of the Company to reclassify personnel from within the Union for all Bargaining Unit positions. Promotion/transfer to available openings will be based on ability to meet the required qualifications, the desire of the employee, and seniority. New hire employees that have not completed training may apply for posted openings within the Bargaining Unit. If selected, they have no seniority rights; therefore, they will be positioned at the bottom of the selection list. If qualifications are relatively equal between two (2) employees being considered for one (1) opening, seniority shall be the deciding factor. Relatively equal shall be interpreted to mean within four (4) points. Education and site experience will be used and added together in consideration for post openings.
- 22.4** Any employee who feels he has been passed over for a promotion/transfer to another classification has the right to have his case reviewed through the grievance procedure.
- 22.5** Wage rates for employees covered hereby shall be as provided in Appendix "A" attached hereto and made part thereof.
- 22.6** It is understood by the Company and the Union that employees covered by this CBA will not participate in the Company's performance evaluation system. Employees will be evaluated in accordance with standards of Commission on Accreditation for Law Enforcement Agencies (CALEA), as required by classification. The evaluation under CALEA will be used for accrediting purposes only.
- 22.7 PAY CHECKS:** Pay checks will be issued by direct deposit to the financial institution of the employee's choosing.
- (a) Voluntary deductions for Credit Union, savings bonds, and direct deposit shall be deposited in the appropriate single business establishment in the employee's name on the day the payroll checks are issued.
  - (b) The Company shall maintain wage records, which shall be made available to an employee and Union representative for inspection upon appointment.

- (c) When requested, wages other than regular weeks' pay which are not required to be entered on the timesheet and/or not used in the calculation of overtime shall be reflected on a separate pay stub. Any wages paid outside regular wages will be clearly annotated on the check stub.

**22.8** Assignment by the Company of personnel hereunder to perform work at other DOE facilities will be determined by site seniority and classification and be covered by the provisions of this Agreement. The wage rates herein shall apply unless that facility's base hourly rate is higher, in which case the higher base rate shall apply.

## **ARTICLE 23 GENERAL PROVISIONS**

**23.1 PERSONAL STANDARDS:** Employees are required to report to work clean, well groomed, and with a neat appearance in accordance with the Security Order.

**23.2 LOCKERS:** The Company shall utilize its best efforts to ensure that locker space is available at muster areas for personal possessions of employees. Locks will be provided to employees. Lockers containing government property must be properly secured.

**23.3 LOCKERS/BAG INSPECTIONS:** No representative of the Company shall open an employee's properly secured locker or properly identified Company/Government issued bags unless the employee and Union Representative, if requested by the employee, is/are present and the Company has probable cause that the employee has PACA, **unauthorized** Company / **government** property in their locker or **issued bag or has committed an offense such as theft**. When the employee is not available, a Company supervisor and a Union Representative must be present, or the affected employee must be notified and asked if another Bargaining Unit member and supervisor can enter their locker/bag. This shall not apply in cases where all site employees are subject to random inspections. **If an employee is the Union representative for the matter, then the employee cannot be the investigator regarding the matter.**

**23.4 BARGAINING UNIT WORK:** **Local 125** employees shall perform the duties of the Bargaining Unit, except under the following conditions:

- (a) when such work is necessary for instruction or training purposes.
- (b) for personal relief of employees when other qualified employees are not readily available; or
- (c) emergencies or Acts of God.

**23.5 ARREST AUTHORITY:** The DOE policy on "arrest authority and use of deadly force," and its successor policies, shall apply to employees within the Bargaining Unit. The Company shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of his actions in the reasonable performance of duties performed within the scope of his employment and in accordance with DOE Directives and policies, and Centerra direction. The Company shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of his actions in the reasonable performance of duties performed within the scope of his employment and in accordance with DOE Directives and policies, and Centerra direction.

**23.6 STANDING LIST AND CLASSIFICATION TRANSFERS:**

- (a) All standing lists for this Bargaining Unit will be in effect for 18 months from the date of the Board.
- (b) Bargaining Unit members may apply and compete for any Bargaining Unit position when advertised internally provided they are not excluded by any provision of state law, federal law, or have active discipline in their personal file which has not been approved for early removal are not.

**23.7 IDENTIFICATION:** The Company and Union will work together in good faith to establish an identification card within a reasonable time period.

**23.8 COMPANY/UNION COOPERATION:** The Union and the Company agree to cooperate and assist each other in attaining the best efficiency possible.

## ARTICLE 24 SEVERANCE PAY

**24.1** An employee who has been employed for more than 1 year whose position is eliminated as a result of a reduction in force which is not due to an Act of God, national emergency, strike or picketing shall be paid severance pay in the amount of 1 week for each completed year of employment, to a maximum of 26 weeks, at the time of separation. In addition, an employee with 10 years or more of service shall receive an additional 5 weeks of severance, and an employee with 20 years or more of service shall receive an additional 5 weeks of severance (10 weeks in addition to years of service). (For example, an employee with 15 years of service would get 20 weeks of severance pay; an employee with 21 years of service would get 31 weeks of severance pay; an employee with 30 years of service would get 36 weeks). Severance pay shall be paid at the employee's straight time hourly rate (51 hours) at the time of the reduction in force.

**24.2** Severance pay shall not be paid to any employee who is offered other Bargaining Unit work with the Company at SRS. Similarly, severance pay shall not be paid to any employee who is offered continuous employment with a substitute or successor Company. Also, severance pay shall not be paid to any person who voluntarily retires or is terminated, or who is receiving long term disability, is terminated for just cause, or who fails to meet contractor or DOE requirements for continued employment with the exception that all Bargaining Unit employees who fail the medical standards (not the physical fitness test) for armed or unarmed protective Force personnel shall be paid severance pay in accordance with 24.1 above.

**24.3** An employee who has received pay under this provision and who is rehired/recalled from lay off will again be eligible to start earning additional service credit for severance pay beginning with the date of rehire.

**24.4** At the time of a layoff or at the request of the Company, the Company will meet with the Union at least 30 days in advance of a layoff to discuss an enhanced severance package for more senior Protective Force employees. It is understood that nothing herein requires the Company to offer an enhanced severance package.

## ARTICLE 25 FUNERAL LEAVE

**25.1 (a)** In the event of death in the immediate family of a full-time employee, the employee will be granted up to 3 regularly scheduled work days of funeral leave with pay at the employee's basic hourly rate on the basis of scheduled hours of work not to exceed 8, 10, or 12 hours, whichever is applicable, in conjunction with the date of death and/or the date of the funeral. The employee must attend the funeral or memorial service to receive funeral leave. Additional unpaid leave may also be provided if needed.

**(b) When an employee loses an immediate family member, the Company provides up to three (3) regularly scheduled workdays of funeral leave with pay at the employee's base hourly rate on the basis of scheduled hours of work not to exceed 8, 10, or 12 hours, whichever is applicable, in conjunction with the date of death and/or the date of the funeral.**

- (c) **The term "in conjunction" refers to the requesting employee's regular scheduled work shift during and immediately after the date of death and/or the requesting employee's regular scheduled work shifts during and immediately before or immediately after the date of the funeral/memorial service. The three (3) regularly scheduled workdays of funeral leave do not have to be taken consecutively as long as they cumulatively make up no more than three (3) regular scheduled workdays "in conjunction" with the date of death and/or the date of the funeral/memorial service.**

**25.2** For the purpose of this Article, the immediate family is defined as the father, mother, father-in-law, mother-in-law, sister, brother, spouse, children, grandchildren, grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nieces, nephews, aunts, uncles, and step-children. The terms father and mother are not limited to the employee's natural or legal father or mother, but in the absence of a natural father or mother, shall include those persons considered by family, friends, and the community to bear such a relationship to the employee.

**25.3** Funeral leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work.

**25.4** A death notice or other satisfactory proof of death may be asked for by the Company. The employee must notify and advise the on-duty **Lieutenant as soon as reasonably possible** that he shall be unable to attend work because of the death.

**25.5** Funeral leave shall be counted as time worked for purposes of computing overtime.

## **ARTICLE 26 SICK LEAVE**

**26.1** Sick Leave is for bona fide illness/**injury** only and is not to be considered as additional time off or vacation. A physician's statement shall not normally be required until the 5th day of authorized sick leave. However, the Company reserves the right to require a doctor's verification at any time sick leave is being abused.

**26.2** Sick leave shall commence on the first day of illness or on the first day of hospitalization. Leave for employees who have completed their trainee (new hire) training period shall be earned at a rate of 1.85 hours per completed week of active service up to a maximum of 96 hours per year.

**26.3** At no time will usage of earned and authorized sick leave be used as a tool to determine promotions, discipline, or transfers.

**26.4** At the end of each calendar year, earned, unused Sick Leave hours may go into the Casual Sick Leave account, which has a cap of 240 hours, or the Hospital Sick Leave account, which has no cap.

**26.5** Hours paid under this article will be paid at the employee's straight time hourly rate and will not go into the overtime base.

**26.6** As a means to control the abuse of sick leave, it is agreed that:

- (a) An employee that has been scheduled/notified to work training and/or overtime (**forced; voluntary and/or scheduled**) who fails to work the scheduled hours because the employee calls off sick / ill, **will have on the second occasion within 120 days** sick leave/casual sick leave, (or



a combination thereof) for the total hours scheduled **deducted**. **An employee that has been scheduled/notified to work force on force events, who fails to work the scheduled hours because the employee calls off sick / ill, will have on the second occasion within 60 days sick leave/casual sick leave (or a combination thereof) for the total hours scheduled deducted.** An employee will not receive discipline when they have been charged leave;

- (b) An employee may elect to be reimbursed for any unused earned sick leave, limited to the current year's hours in excess of 48 hours, minus any time used in any sick leave category. This amount will be paid in the second pay period of the following calendar year at the employee's straight time hourly rate at the time of distribution. The current year's hours not paid may be banked into his Casual or Hospital account.
- (c) Hospital Sick Leave may only be accessed for actual hospitalization as defined in the Company's procedures 1-2521, Absence/Time Away From Work.

**26.7** With the exception of termination for cause, an employee leaving the Company will be paid ½ of the current year's accrued sick leave up to 48 hours minus any time used in any sick leave category. This payout will be at the employee's straight time hourly rate at the time of termination and will not go into the overtime base.

## **ARTICLE 27 ANNUAL EMPLOYER CONTRIBUTION, 401(k) PLANS & BRIDGE MEDICAL INSURANCE**

**27.1** During the term of this Agreement, the Annual Employer Contribution for Bargaining Unit employees of Centerra-SRS shall remain in effect.

Effective January 1, 2023, the Company shall contribute **\$4,500** per year, on behalf of each eligible participating Bargaining Unit employee in accordance with the plan document.

Employees are subject to the Rules and Regulations of the Plan.

Effective each plan year thereafter, during the term of this Agreement, the Company shall increase its contribution by \$100. This annual increase is a provision for this Agreement only and should not be seen as constituting an article of the 401(k) Plan.

**27.2** During the term of this Agreement, the current 401(k) Savings Plan for Employees of Centerra-SRS shall remain in effect.

Employees are subject to the Rules and Regulations of the Plan.

The Company shall match dollar for dollar up to 3% after one year of eligible employment and up to 6% after the second year of eligible employment.

**27.3** The Company will provide a Bridge Medical Insurance Plan with an employee contribution of 20% of the total premium for Hospital, Medical and Vision coverage to eligible retirees. Insurance coverage shall be similar to that of active employees. Access to the Bridge Medical Plan will be available to one dependent of the retiree for 80% of the cost of the total premium. Coverage for both the employee and dependent ceases at employee's age 65. Eligible retirees age 55 with 20 years of service or eligible retirees age 60 with 10 years of service are eligible for bridge medical.

**ARTICLE 28 INSURANCE, HOSPITALIZATION, MEDICAL, AND DENTAL BENEFITS**

**28.1** The Company shall provide full-time eligible employees with a group insurance plan including: Hospital, Medical, Life and AD&D insurance, Dental, Vision, Short and Long Term Disability Benefits. Full-time eligible employees, at their election, may subscribe to dependent coverage which includes: Hospital, Medical, Vision and Dental coverage. Dependent life insurance is also available, and the cost of insurance premium shall be made by payroll deduction unless other arrangements are approved by the Company. When an employee is in an unpaid status, the employee will be invoiced monthly for their portion of elected insurance. If the account becomes 60 days past due, elected insurance coverage will be terminated. If terminated, the employee will have 30 additional days to pay the premiums without a lapse in coverage.

The employee’s contribution of the insurance premium will be 17% for employees and 22% for dependents. Each year premiums may be adjusted during open enrollment based on usage data. If premiums increase 5% or more in a year, the employee/dependent contribution of the premium may also increase, but not more than 1% for that year (i.e. 17% to 18% for employees and 22% to 23% for dependents). If premiums remain the same or decrease, the employee and dependent contributions will not increase.

**28.2** Effective with ratification of this Agreement, the Company will maintain the current insurance plan, identified as Plan 57. Effective with the next open enrollment period, the Company will implement Plan 57 Modified (57M) for all Bargaining Unit employees, identified in Chart A below.

Chart A

PLAN FEATURES	Plan 57M	
	In Network	Out of Network
Individual/Family Deductibles	\$100 person \$200 family	\$100 person \$200 family
Out of Pocket Maximum	\$1,000 Individual \$2,000 Family No one family member will incur a cost greater than \$1,000.	
Medical Coinsurance	10%	30%
Emergency Care Emergency Room	\$175 Copay (waived if admitted)	\$175 Copay (waived if admitted)
Ambulance	10% (no deductible) (waived if admitted)	30% (no deductible) (waived if admitted)
Urgent Care	\$50 Copay	30% after deductible
Inpatient Hospital	\$200 Copay	30% after deductible
Outpatient Services		
Outpatient Surgery Diagnostic tests	\$150 Copay	30% after deductible
Imaging	10% (no deductible) \$75 Copay	30% (no deductible) 30% after deductible
Office Visits		
Preventive Care	No Charge	30% (no deductible) N/A
TeleDoc	No Charge	
Primary Care Physician	\$15 Copay	30% after deductible
Specialist	\$30 Copay	30% after deductible

Retail Drugs Generic Name Brand	20% after deductible 20% after deductible	Not Covered Not Covered
Mail Order Drugs Generic Name Brand	20% after deductible 20% after deductible	Not Covered Not Covered

Notes:

- a) Services that require a copay will not be subject to co-insurance.
- b) Deductibles, copays and all co-insurance are applied to the out-of-pocket maximum.

Employees at their option may purchase additional Life AD&D insurance. The cost of premiums shall be made by payroll deduction unless other arrangements are approved by the Company.

Employees and dependents are subject to the eligibility rules and regulations of the plans.

**28.3** Full-time eligible employees and their dependents will have access to evaluation, short-term counseling, referral, training and follow-up services through a confidential and independent Employee Assistance Program (EAP).

**28.4** In the event an employee dies while on the job and the life insurance policy purchased through the Company does not pay out in accordance with the policy, the Company will assist in coordination between the beneficiary and insurance carrier.

## **ARTICLE 29 QUALIFICATION FOR EMPLOYMENT AND CONTINUED EMPLOYMENT**

**29.1** The Company has the right to determine an employee's qualifications for initial employment. The Company has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE Directives. Copies of directives regarding implementation or changes thereto will be made available to the Union.

**29.2 (a)** Employees who meet the standards and qualifications for Security Police Officer [SPO Fixed Post (FP), I and III], as set forth in 10 CFR Part 1046 and other DOE Directives, will be armed Protective Force personnel.

**(b)** SPOs who are determined by the Physical Protection Medical Director (PPMD) to no longer be able to train for or attempt the Basic or Advanced Readiness Standards as set forth in 10 CFR Part 1046 without undue risk of injury may be designated as SPO FP subject to approved authorized vacancies, or seniority over another SPO FP incumbent.

**(c)** Employees who are other qualified who do not meet the medical qualifications for SPO as set forth in 10 CFR Part 1046 but do meet the medical qualifications for Security Officer (SO) as set forth in 10 CFR Part 1046 may be designated as SO, who will be unarmed Protective Force personnel, subject to seniority over another SO incumbent.

**29.3** Periodic physicals, mental examinations **or any other fit for duty requirements (as the PPMD requires)** of employees may be required by the Company, but such examinations **or tests (as the PPMD requires)** shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. Tests required by the designated physician that are associated with

the periodic physical or mental examination will be a part of the physical to be covered by the Company and administered on Company time.

If, as a result of these tests, an employee is not designated as a SPO or SO and the employee secures other medical testing and/or treatment not ordered by the Company, such testing and/or treatment will be conducted on the employee's own time, at the employees' own expense, and will not affect the employee's status except as determined by the DOE designated physician under 10 CFR Part 1046. Nothing herein shall be construed to prohibit the Company from requiring one or more employees to take a physical and/or mental examination more frequently than other members of the force when the Company has reasonable cause to believe that such examination is necessary.

- (a) In the event employees are placed into an SPO or SO status, pursuant to Article 29.2 above, the Company will assign these employees to designated assignments for which they are qualified, according to their seniority among Protective Force personnel currently holding these positions. If such employees refuse to accept a position for which they are qualified, they will be terminated. In the event no assignments for which they are qualified are available, based on their seniority and qualifications, employees will be reduced in force.
- (b) Armed Protective Force personnel may work in SO positions, as required; however, SO's will not be utilized to fill assignments requiring the carrying of firearms. **If a SPO I or SPO III is on the CAS list, but has not yet been permanently assigned to a CAS position, the Company can use the SPO I or SPO III employee to fill a SPO I or SPO III position, respectively.**
- (c) To the extent possible, nothing contained in the above provisions shall modify the rights enjoyed in Article 13, Seniority, by Bargaining Unit employees relative to each other.

**29.4** Employees who fail to meet the medical qualification standards for SPO or SO as set forth within 10 CFR Part 1046, will be terminated unless they qualify for another classification within the Bargaining Unit where a vacancy exists or a position they can fill by virtue of seniority in accordance with the terms of this CBA. Such terminated employees will be entitled to severance pay under Article 24 of this Agreement.

**29.5** It is recognized by the parties to this Agreement that DOE Regulations are the basic authority for establishment and continued implementation of medical/physical/mental standards and requirements for employees. Any employee placed in a SPO FP or SO position, or who has been terminated for failure to meet DOE physical or mental standards, may utilize the appeals procedure provided in 10 CFR Part 1046, or other applicable DOE Directives.

**29.6** If an employee is temporarily disqualified due to work-related conditions, the Company may assign the individual to alternate, limited duty, if available, until the individual is again medically certified by the PPMD. However, this limited duty may only include assignment to duties in a job classification. Medical certification is required to remain in armed status. No more than two (2) such restricted employees may remain in their assigned area; the assignment will be based on seniority. Depending on available work, the Area Major/Chief may increase that number.

**29.7** A temporary medical certification disqualification may not exceed a period of 12 months regardless of the source of the disqualification or whether Medical Removal Protection is authorized. At any time, but no later than the end of the 12-month period, the PPMD must determine whether the individual is permanently disqualified from medical certification because of a continuing medical or physical condition which results in the individual not being able to perform all essential functions of the job classification. The Company will contact employees approaching the 12-month limit at least

30 days prior to schedule any required medical assessments. Employees medically capable of attending assessments are required to do so. **The Company may, in its discretion, extend the twelve (12) month period after review on a case-by-case basis. If the Company does not extend the twelve (12) month period, the Union specifically acknowledges and agrees that the Company decision is not a matter which can be grieved.**

- 29.8** Employees who are permanently disqualified will be removed from the payroll unless they qualify for the benefits of Medical Removal Protection as defined in 10 CFR 1046.14.
- 29.9** Employees who qualify for Medical Removal Protection under the requirements of CFR 1046.14 will not be removed from the payroll unless the employee refuses available alternative duties for which the worker is qualified or can be trained in a short period of time (not to exceed 90 days), or unless the employee accepts the work and performs unsatisfactorily. Placement into any position will be at the discretion of the Company. If an employee refuses available alternative duties for which the worker is qualified or can be trained in a short period of time, or the employee accepts the work and performs unsatisfactorily, the employee will be removed from the payroll. If there are no suitable alternative duties available, the Company will provide Medical Removal Protection benefits until alternative duties become available or the employee has recovered or one (1) year has elapsed. Employee's total pay under Medical Removal Protection (including Workers Compensation Pay and Medical Removal Protection benefits) will not exceed 51 hours per week at straight time incentive rate, and the employee will retain other site specific worker rights and benefits as if the employee had not been removed. Medical Removal Protection benefits are available for a maximum of one (1) year.
- 29.10** Employees with work-related injuries who can meet the **Security Police Officer** Fixed Post Readiness Standard or Security Officer within 12 months but may require additional time to meet their assigned Physical Readiness Standard, may receive additional time [not to exceed six (6) months] on a case-by-case basis under the provisions of 10 CFR 1046.16(g)(10), provided that the PPMD certifies in writing that the employee is capable of conducting physical training and is likely to be able to successfully demonstrate the appropriate physical readiness standards within six (6) months. This period may not exceed one (1) year plus 30 days from an employee's previous Anniversary Run Date.
- 29.11** Employees who do not qualify for Medical Removal Protection benefits and are not qualified to fill any approved Protective Force classification will be removed from the work schedule and will be paid at the SO rate unless a Bargaining Unit work assignment for which the employee is fully qualified is available. If a slot is available within another Bargaining Unit classification, and the employee can be trained in a short period of time (90 days), employees qualified to work a lower Protective Force classification will be paid at the classification they are reassigned and qualified to work. Personnel restricted for only HRP removal will not have their pay reduced.
- 29.12** Employees who are restricted from full duty due to a personal injury or illness will be removed from the work schedule until medically cleared to return to duty.

## **ARTICLE 30 DISCIPLINE AND DISCHARGE**

- 30.1** The Company has the right to discipline or discharge employees for just cause.
- 30.2** An employee, whose alleged infraction, which may subject the employee to disciplinary action, may remain in a working pay status while the investigation of the infraction is ongoing. Work assignments during this period are at Company discretion, and subject to availability. If it is determined by the appropriate Director that the infraction is of a serious enough nature, the individual will be sent home in a leave without pay status until a decision is rendered. If the employee, through the hearing

process, is deemed not at fault, he will be made whole for lost wages. If the duration of the employee's unpaid status exceeds the amount of discipline given, he will be made whole for lost wages. Lost wages will be calculated based on regular scheduled work hours. If an employee is sent home as outlined by the Director, the employee shall return to a pay status, once the Company has determined this employee is not a threat to the security of the site, based on the nature of the event.

- 30.3** Payment of employees upon termination, layoff, or discharge shall be made in accordance with applicable law (for layoffs see Article 14.7). When employees are terminated, they shall be compensated for four (4) hours, or actual time spent out-processing at their basic hourly rate for the purpose of complying with the Company's termination procedure. Employees whose employment is terminated shall be paid all earned, unused vacation and personal days.
- 30.4** No employee shall be required by the Company to take a polygraph test except that required by DOE Directive or procedure.
- 30.5** Discipline will be administered within 10 workdays (excluding Saturdays, Sundays, and holidays) of the incident, excluding incidents which could not reasonably be discovered within 10 working days. In those cases, the discipline or termination must be imposed within 10 workdays of discovery. Time limits may be extended by mutual Agreement.
- 30.6** All discipline shall remain active in the employee's official personnel file for 12 months from the date **the NOPDA is issued** or 12 months after the date of the last discipline, whichever is later, unless removed early in accordance with existing Company policy.
- 30.7** Bargaining Unit employees completing any audit, survey or assessments who do not perform to standard will be retrained as outlined in Company Policy, subject to retesting, and will receive corrective counseling. The employee will be subject to further corrective counseling or discipline should there be future failures for audit, survey, and assessment performance failures within 365 days.
- 30.8** Anytime an employee is sent home, the Captain/Major/Chief/Site Commander will immediately notify the Union President, Business Agent or their designee via telephone or email.
- 30.9** Should DOE suspend an employee's access authorization, the Company agrees to maintain the employee in a working pay status at the SO rate until the employee's access is either reinstated or terminated. During the period of removal, the employee will maintain all benefits afforded to him. The Company may utilize the employee within his clearance limitations to include non-Bargaining Unit work.

If the DOE final disposition is to reinstate the employee's access authorization, the Company agrees to make the employee whole for lost wages for all hours compensated during the time of suspension.

Upon notification from DOE that an employee's access authorization has been terminated the Company will terminate the employee immediately.

## **ARTICLE 31 LUNCH AND RELIEF**

- 31.1** When possible, relief for lunch shall be provided for posts where unusual traffic conditions prevent employees from securing their relief in a normal manner. It is acknowledged that employees who are on duty may eat on Company time.

- 31.2 When possible, advance notice of daily post changes shall be given to an employee so that the employee may make meal preparations for that particular assignment.
- 31.3 As operations and manpower requirements permit, necessary employee hygiene relief shall be furnished when requested.
- 31.4 An employee under this Agreement, who works 15 hours or more on site, excluding travel time, shall be provided **\$20.00** for a meal allowance.

## ARTICLE 32 WEAPONS QUALIFICATION

- 32.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and **issued** ammunition by successfully qualifying in accordance with current DOE Directives. Personnel are required to demonstrate this ability during any scheduled training in which weapon qualifications are a part thereof.
- 32.2 All qualification firing shall be conducted at an approved weapons range.
- 32.3 The Company shall provide necessary ammunition for all scheduled training, practice days, scheduled qualifications and no notice inspections.
- 32.4 As directed by the Company or DOE, personnel may be required to demonstrate proficiency by qualifying without prior notification. DOE may, at unannounced times and at random, select personnel, have them relieved, and instruct them to report to an approved range. In the event this should happen within the 10 CFR 1046 semi-annual qualification timeline and meets the requirement for day and reduced light qualification, this assessment will count as the employee's semi-annual weapons qualification attempt. When a SPO is required to complete a weapons requalification, they will be paid weapons proficiency pay in accordance with Article 32, for first attempts only.
- 32.5 Range Officer instructions and Range Safety Procedures shall be complied with at all times while on any live fire range. Any change concerning range procedures that would result in a material change in working conditions, will be negotiated with the Union as outlined in Article 35.
- 32.6 The Company shall promptly (**within 24 hours**) give written notice to the Union when any employee fails to qualify under the provisions of this Article. A Union official may be present, **if the employee requests it**, strictly as an observer in a "no pay" status when any employee who has failed to qualify without notice, attempts subsequent qualification.
- 32.7 Armed employees shall demonstrate their proficiency by qualifying, normally on a semi-annual basis, under both day and night conditions with the weapons, which they are armed with while on duty, and shall be allowed 2 attempts with each weapon to qualify, if required, during each semi-annual qualifying period. Requalification or demonstration of proficiency must occur no earlier than 30 days prior to, and no later than 30 days after, six (6) months from the previous qualification. On weapons qualification days, armed employees must successfully complete the Limited Scope Performance Tests (LSPT) required by 10 CFR Part 851 with the weapons which they are assigned on a semi-annual basis.
- (a) The two qualification attempts will be conducted as follows:
- (1) The first attempt will be conducted on the scheduled day of semi-annual weapons qualification. Employees qualifying on their first attempt will not be required to fire further attempts.

(2) Personnel who fail to qualify on the first attempt will lose his authorization to be armed and will have the option of attempting a second qualification attempt that day or returning on the following scheduled day for a second weapons qualification attempt.

(b) At the end of the second qualification attempt, an employee who fails to qualify will lose his authorization to be armed and will be scheduled to attend the next scheduled remedial training class.

**32.8** A remedial training program is established that meets the DOE Order requirements and provides the employee with the necessary training to afford a reasonable opportunity to meet the firearms qualification standards for each basic weapon. Those employees who fail 2 attempts to qualify in scheduled weapons qualification will be entered into a remedial training class that includes a combination of basic weapon manipulation skills, firearms safety, and an additional segment of time individually designed to provide the SPO with the necessary individual training to afford a reasonable opportunity to meet the firearms/weapons qualification or proficiency standards by addressing specific areas of performance. When qualification is required following the completion of the remedial training course, any SPO who fails to qualify after two subsequent attempts must lose SPO status and the authority to carry firearms/weapons and to make arrests.

(a) In accordance with the provisions of 10 CFR Part 1046, any SPO who requires remedial training on three (3) consecutive semi-annual qualification periods, with the same firearm, will be offered weapons remediation in accordance with 10 CFR Part 1046, but shall not be offered a fourth remediation and will be removed from SPO status.

**32.9** Employees failing to qualify on a no notice attempt will be considered to have failed the first scheduled weapons qualification attempt in accordance with the provisions of Article 32.7.

**32.10** Tactical Obstacle Course (TOC)/Tactical Proficiency Exam (TPE)

The qualification criteria for the TOC are the same as described above for weapons qualification. SPO III members will be allowed two (2) qualification attempts followed by two (2) remedial training qualification attempts. In the event the SPO III member fails the second remedial qualification attempt, he will lose his SPO III status and will be reduced to an available SPO I, SPO FP, or if available, an SO position for which the employee is qualified. If no position is available, the employee shall be laid off. When a SPO is required to complete a TOC/TPE for record they will be paid weapons incentive pay in accordance with 32.11, for first attempts only.

**32.11** Proficiency pay scales are listed below based on shooting the current qualification standard. Weapons Proficiency Pay level will only be based on daytime weapons qualification score and is contingent upon successful completion of reduced light qualification. In the event DOE implements a new qualification standard, the Company will bargain in good faith with the Union the adjustments of percentages and scores prior to such change.

**INCUMBENT FPRS SPO COMBINED BASIC HANDGUN/RIFLE  
QUALIFICATIONS COURSE OF FIRE PROFICIENCY PAY**

	SCORE	PAYMENT
Master	174-180	<b>\$325</b>
Expert	169-173	<b>\$275</b>
Sharpshooter	163-168	<b>\$225</b>
Marksman	156-162	<b>\$175</b>

\*36 Total Rounds: Total points needed to qualify at 70% is 126.



INCUMBENT SPO COMBINED RIFLE/HANDGUN  
QUALIFICATION COURSE OF FIRE PROFICIENCY PAY

	SCORE	PAYMENT
Master	<b>189 -200</b>	<b>\$325</b>
Expert	<b>176 -188</b>	<b>\$275</b>
Sharpshooter	<b>163 -175</b>	<b>\$225</b>
Marksman	<b>150 -162</b>	<b>\$175</b>

\*40 Total Rounds: Total points needed to qualify at 70% is 140.

INCUMBENT OFFENSIVE SRT COMBINED RIFLE/HANDGUN  
QUALIFICATION COURSE OF FIRE PROFICIENCY PAY

	SCORE	PAYMENT
Master	196-200	<b>\$325</b>
Expert	192-195	<b>\$275</b>
Sharpshooter	188-191	<b>\$225</b>
Marksman	184-187	<b>\$175</b>

\*40 Total Rounds: Total points needed to qualify at 90% is 180.

SRT TACTICAL OBSTACLE COURSE PAY

	SCORE	PAYMENT
Master	86-90	<b>\$325</b>
Expert	82-85	<b>\$275</b>
Sharpshooter	77-81	<b>\$225</b>
Marksman	72-76	<b>\$175</b>

\*SRT TOC/TPE scores must be accomplished in 6 minutes **30 seconds**  
(or less to earn proficiency award).

**All SPO's required to maintain qualification with the M134 (Dillon) will receive a semi-annual proficiency payment of \$100 upon successful completion of their M134 qualification. If any additional weapons systems / requirements are introduced in the future the Company and the Union will discuss in good faith, in accordance with Article 35.1 and 35.3, whether to add any additional semi-annual proficiency payment.**

Payment of such proficiency pay will be paid the following month after the qualification is completed.

**32.12** It is understood and agreed by the Company and the Union that Weapons Qualification sessions will generally be conducted in the late afternoon hours (Day to Night) or morning hours (Night to Day), based on the day and night conditions available to conduct the required courses of fire. Reporting times will be adjusted to maximize the available light or dark conditions while putting the shooters on the range in the best available weather conditions for that time of year.

Each year every Bargaining Unit employee shall in writing, state a preference for whether their handgun and rifle weapons requalification should be day to night or night to day. To the extent practicable, the Company will schedule the employee's preference. When preferences conflict, seniority will prevail.

SPO IIIs will conduct their weapons qualification course schedules with a reduced light session and a day session on separate days.

In the event the Union **believes** that the weapons qualification reporting times for a particular period are not being scheduled in the spirit of this Agreement, notifications should be made to the Training Division Director. If equipment used to make the qualification is determined by range instructors to be faulty i.e., weapons malfunctions, the employee will be afforded another attempt which will count as the same attempt. If the issue occurs on the first attempt, the shooter will begin again on the first attempt. If the issue occurs on the second attempt, it will be a reshoot of the second attempt.

- 32.13** SPO employees' weapons re-qualifications (excluding Headquarters shift and LE/K9 personnel) will be scheduled outside of their normal scheduled shift. SPO IIIs may be scheduled outside their normal scheduled shift.
- 32.14(a)** Personnel assigned to an SRT breacher specialty position will receive a semi-annual incentive payment of **\$200** upon successful completion of semi-annual training.
- (b)** Personnel assigned to an SRT Long Range Precision Rifle (LRPR) specialty position will receive a semi-annual incentive payment of **\$200** upon successful completion of semi-annual qualifications.
- (c)** The Breacher and LRPR specialty positions **and any other specialty positions the Company determines over the CBA term in accordance with Articles 35.1 and 35.3** are the only SRT specialty positions to receive an incentive.
- 32.15** For future LRPR and Breacher volunteers, a 12-month commitment will be required unless early removal is approved by the Company for reasons such as medical related, promotion, or demotion opportunities. In the absence of volunteers, the SRT Major with input from the Area Administrator will be responsible for ensuring required positions are filled. SRT shifts will be evenly distributed with required specialty positions to ensure adequate coverage and availability for scheduling purposes involving approved absences.

### **ARTICLE 33 DISABILITIES/RESTRICTED DUTY**

- 33.1** Directives and regulations promulgated by the DOE regarding radioactivity and exposure to radiation shall be adhered to by employees covered by this Agreement and by the Company. Guidance concerning radiation and protective measures shall be solicited by the Company from the DOE and the M & O Contractor RadCon Department whenever required.
- 33.2** If, as a result of radiation exposure or the possibility of harmful exposure, the Company determines under the current DOE Standards that specific employees must be restricted as to the location of duty and therefore should be reassigned; these employees will be assigned to another Bargaining Unit position for which they are qualified. Upon removal of the restriction, employees so placed will be returned to their former positions provided the employee meets the qualification for that position.
- 33.3 (a)** Limited duty is defined as work assigned to those employees who are not able to perform the full scope of the assigned duties of their classification but are able to perform other duties.
- (b)** Employees who are under 10 CFR 1046, Medical Protection, as stated in Article 34 will not have their pay reduced.
- (c)** SPOs who are no longer able to perform the full scope of the assigned duties of their classification, but are able to perform other Bargaining Unit duties, will have their pay reduced to the classification they are filling (excluding HRP restrictions). Bargaining Unit employees not fully qualified to perform duties of any Bargaining Unit classification will have their pay reduced to the SO rate.

- (d) Employees who go out on leave will not have their pay reduced until they return to work and are assigned limited duties. Once assigned limited duties, all pay will be at the reduced rate.
- (e) Employees who are returning from leave will notify the Company in a timely manner to schedule their physical if needed. Once cleared, by medical and upon successful completion of their run if needed, the employee will then be returned to the appropriate pay scale consistent with their classification.
- (f) If the issue creating the restriction is resolved within the same pay period it arises, the hourly rate will not be reduced.

33.4 Employees that are on restricted duty due to injury or other work restrictions will remain in their assigned area if their clearance permits, and if they are unable to perform PF duties (SO-SPO III) in another area. The employee will work assigned duties within their work restrictions as directed by the doctor. The assignment will be based on seniority and no more than two (2) employees per area. Depending on available work, the Area Major/Chief may increase that number.

### ARTICLE 34 PHYSICAL FITNESS

34.1 The Company and the Union agree that Union members covered under this Agreement are required to meet the applicable Physical Readiness Standards as set forth in 10 CFR Part 1046.16 and to participate in the Physical Readiness Training Program described in the regulation.

34.2 Each individual's Physical Readiness Training Program will be based on assessment of the individual's physical readiness levels and be tailored to their physical readiness maintenance requirements and improvement needs. Employees required to meet the Fixed Post or Basic Readiness Standard will be required to complete two (2) 45- minute workout sessions per week, and employees required to meet the Advanced Readiness Standard will be required to complete two (2) 60-minute workout sessions per week. **The parties agree that the Health and Fitness Department developed the Centerra SRS Physical Fitness Guide and distributed the Guide to all Union members who complete the physical readiness training. The Guide includes the required elements set forth in 10 CFR 1046.16. Employees agree they may follow the Guide or request a separate individual program which the Centerra SRS physical fitness instructors must develop and approve prior to usage.** Employees will not conduct physical readiness training while on **medical** restrictions or while participating in the Physical Fitness Remedial Program **unless the Company Health and Fitness Department Manager or his / her designee, provides an exception in writing. The Company will not pay an employee for Fixed Post; Basic Readiness and / or Advanced Readiness workout sessions while an employee is on medical restriction unless the Company Health and Fitness Department Manager or his / her designee, provides an exception in writing.** Workout sessions may be conducted on site or off site. Employees may conduct a workout session during a scheduled training day and, if relief is available, on a scheduled workday. These training sessions must be documented in the timekeeping system in accordance with SP 1-1108, *Automated Timekeeping System*. Physical readiness training sessions are included in the overtime base. The headquarters element will conduct physical readiness training sessions during the normal shift schedule. If the headquarters element is filling shift relief, the sessions not conducted on shift will be conducted on the off shift. Employees will not be compensated for more than two (2) workout sessions in any given week outside of their normal shift schedule. Workouts conducted off site or on site on a day the employee is not scheduled to work, will not be subject to premium pay associated with working a Sunday or holiday.

- 34.3** An assessment of the employee's level of physical readiness will be conducted at least semi-annually by personnel knowledgeable of DOE requirements and the results will be provided to the designated physician and the employee. These semi-annual readiness assessments are not qualification assessments. The result of the mandatory stress test for those employees scheduled to be completed will be used as one (1) of the assessments provided to the designated physician. Employees are only required to complete two (2) sessions per year, either two (2) Rockport 1 Mile Walk Tests or a combination of one (1) Rockport 1 Mile Walk Test and the required stress test.
- 34.4** An employee may be required to demonstrate the ability to meet the applicable Physical Readiness Qualification Standard during a Company, Headquarters or field audit/inspection/survey or other similar activity, as directed by the local Officially Designated Federal Security Authority (ODFSA). Employees who pass on the first attempt will receive \$250.00. Payment will be made the second pay period after passing. Failure to meet the physical readiness standard will be treated as if the employee failed the first of five available attempts during routine qualification. The employee will be allowed a maximum of five (5) attempts within 30 days of medical clearance in which to qualify prior to being placed in the Remedial Training Program. An employee who fails to demonstrate the standard will be removed from armed status until they requalify. Physical readiness demonstrations conducted for activities under this paragraph will not count towards the annual 10% run requirement unless the selection also occurs in conjunction with their annual physical and they are a random selectee or alternate required to run.
- 34.5** Remedial training after a failed physical readiness test will be conducted in accordance with 10 CFR 1046. The Remedial Training Program will be based upon an assessment of the employee's individual physical readiness deficiencies and improvement needs. The employee will have seven (7) days from the completion date of the Remedial Training Program to meet the applicable Physical Readiness Qualification Standard. Only one (1) attempt during this seven (7) day period may be made unless circumstances beyond the Company or employee's control (e.g., severe weather, equipment failure, family emergency or injury as determined by the employer) interrupt the attempt. When the attempt is interrupted, the Company may reschedule it within seven (7) days from the end of the interruption.
- 34.6** Employees who are involuntarily directed to meet the ARS/BRS physical fitness standard as a result of work requirements, will be allowed 120 days from the date of notification to safely achieve the required physical fitness standard under 10 CFR Part 1046.

## **ARTICLE 35 NOTICE OF CHANGES**

- 35.1** The Bargaining Unit will be advised of proposed changes in personnel policies and other practices materially affecting working conditions, which are within the administrative control of the Company at least 30 days prior to the implementation of such proposed changes. The Bargaining Unit will be advised of changes in the Code of Federal Regulations (CFR), DOE Orders and/or DOE Directives affecting wages and materially affecting hours of work or working conditions that are mandatory subjects of bargaining as outlined in the National Labor Relations Act. The Company will provide a 30-day advance written notice of proposed changes to the Union's President, Vice President, and Business Agent by email.
- 35.2 (a)** The Bargaining Unit will be given the opportunity to bargain over any changes as outlined in Article 35.1. If the Bargaining Unit wishes to negotiate over the changes, it will notify the Company by email within 14 calendar days of the receipt of the email notification. In the event the parties are unable to reach an agreement, the language in Article 35.3 will be followed.

- (b) If the Bargaining Unit does not serve written notification of a desire to negotiate over proposed changes, the Company may implement the change and the Union waives any arbitration or other legal remedies concerning the creation or modification of the policy.

**35.3** It is understood by both parties that negotiation means bargaining in good faith as outlined in the National Labor Relations Act. In the event the parties are unable to reach agreement within 30 calendar days of receipt of the Union's notice to bargain, either party may request mediation assistance through the Federal Mediation and Conciliation Service. In the event the parties are unable to reach agreement during the negotiation/mediation process, **within ten (10) days the matter shall be referred to non-binding arbitration unless the parties agree to binding arbitration.** The arbitrator shall have the authority to recommend contract language to the parties. **If the parties select non-binding arbitration, following issuance of the recommendation by the arbitrator,** the parties have up to 10 calendar days to accept or reject the language. At the end of that period, if either party rejects the arbitrator's language, the parties agree to engage in further good faith negotiations, not to exceed 20 days.

**35.4** If the Company and the Union **select binding arbitration**, the Company will implement the recommendation of the arbitrator. **EXCEPTION:** For issues that impact Site security or safety, the Company may implement the change prior to a decision in arbitration.

**35.5** In the event the Department of Energy directs a Bargaining Unit classification to be added, the Company will negotiate terms in accordance with Article 35.

#### **ARTICLE 36 INFORMATION TO BE SUPPLIED BY EMPLOYEES**

**36.1** Employees must notify the Workforce Services Department promptly of any changes in their personal or family status, i.e., marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This notification must be in writing on a form provided by the Company. Failure to report changes which affect insurance coverage will result in the employee reimbursing the Company for premiums which are not recoverable from the insurance carrier.

**36.2** Employees shall notify the Company of changes in their life insurance beneficiary (i.e., change in marital or other personal status).

**36.3** Employees will notify the on-duty **Lieutenant** by the next scheduled workday of any expiration, revocation or suspension of their state driver's license. This notification will be made in writing (or by telephone if not at work).

**36.4** **EMPLOYEE ADDRESS AND TELEPHONE NUMBER:** Each employee is at all times responsible for having their correct address and telephone number on file with the Workforce Services Department and direct supervision. All written notices shall be deemed to be properly filed if sent to the employee's last address on file.

#### **ARTICLE 37 WORKERS COMPENSATION**

**37.1** Bargaining Unit employees injured on the job may be covered by South Carolina Workers Compensation once approved.

- 37.2** Bargaining Unit employees who are injured on the job will report the injury immediately, or as soon as practicable, to the on-duty supervisor or training instructor, who will take all necessary steps to document and report the injury.
- 37.3** If approved, Workers Compensation Payments will be made in accordance with SC state law.
- 37.4** Settlements can be made between an employee and the Company as long as the amount of compensation and the time and manner of payment are in accordance with the provisions of the South Carolina Workers Compensation Law.
- 37.5** Nothing in this clause will affect the rights of employees to receive workers compensation payments for work-related injuries in accordance with the laws of South Carolina and the rulings of the South Carolina Workers Compensation Commission. For further explanation see the South Carolina Workers Compensation Commission website at [www.wcc.sc.gov](http://www.wcc.sc.gov).

### **ARTICLE 38 SEPARABILITY OF CONTRACT**

- 38.1** In the event that any provision(s) of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement and the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or such government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### **ARTICLE 39 ENTIRE AGREEMENT**

- 39.1** The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.
- 39.2** Therefore, the Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, **or** training requirements, during the term of this Agreement except as specifically provided for in other provisions of this Agreement, and the Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining.
- 39.3** The parties had the opportunity to meet jointly and negotiate in good faith. Thus, it is agreed and understood that all Letters of Agreement or Memorandums of Understanding ever agreed to regarding wages, hours, and working conditions are null and void except and only to the extent that such agreements were discussed and/or noted in this Agreement.

### **ARTICLE 40 DURATION**

- 40.1** This Agreement becomes effective and shall continue in full force and effect until midnight **October 8, 2027**, and from year to year thereafter, unless either party receives written notice from the other party, not less than 60 days nor more than 90 days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that no strike or stoppage of work shall take place after such expiration date of this Agreement unless the Union, in writing, notifies the Company at least 72 hours prior to any contemplated strike or work stoppage. In the event the

Company shall cease to operate security services at the SRS, this contract shall automatically terminate and the rights and obligations of both the Union and the Company hereunder shall automatically cease.

#### **ARTICLE 41 INCENTIVE PAY**

**41.1** In the event the site is shut down due to a pandemic or Act of God activity those Bargaining Unit employees who are required to work and report to work will receive double (2x) time for all hours worked during the closure. Those employees that are required to remain at work for one of the above reasons will remain in a paid status until they are allowed to leave. In the event of a site closure, the Union President will be notified immediately.

**41.2** Hours eligible for Site Closure Pay will be considered as the employee's total shift worked when the majority of the hours worked falls into the Site Closure period as defined below.

(a) When the Site Manager declares a Site Closure and definite times are declared, those times will be used to determine the Site Closure Pay.

(b) When a definite time is not declared, closure during the day will be defined as 0630 – 1830 and closure at night will be defined as 1830 – 0630.

For example: If a Site Closure is declared to begin at 1530 on Wednesday and reopens Friday Morning, Site Closure Pay will begin Wednesday 1530 and end Friday 0630. If a Site Closure is declared for Wednesday and Thursday and reopens Friday morning, Site Closure Pay will begin Wednesday 0630 and end Friday 0630.

## APPENDIX A

- (a) Shift Differential - A shift differential rate of pay of **\$0.75** hour for night shift shall be paid to eligible employees.
- (b) Employees who are voluntarily reassigned to a classification with a lower rate of pay will move to the same step in the wage schedule for that classification. Their pay will be adjusted effective the next pay period. Employees who are involuntarily permanently reassigned to a classification of a lower rate of pay will move to the same step in the wage schedule for that classification. Their pay will be adjusted over a 60-day period.
- (c) Employees who are reassigned to a classification with a higher rate of pay will move to their same step in the wage schedule for that classification effective the next pay period.
- (d) Employees who are reassigned due to a restriction under provisions of Article 33.3(c) will move to the same step in the wage schedule for that classification. Their pay will be adjusted effective the next pay period.
- (e) SO positions will be reclassified as SPO Fixed Post Readiness Standard (FPRS); however, current SOs, as of the ratification date of this contract, will be allowed to remain SO or qualify as SPO FPRS. Once an SO qualifies for a SPO FPRS, they may return to an SO classification only if an SO position is available for which they have seniority. Once an SO position is vacated, it will convert to an SPO FPRS position.
- (f) SPOs who no longer meet the medical qualifications may move to any SPO FPRS position or remaining SO position(s) if they qualify and seniority permits.
- (g) Hazardous duty pay at the rate of \$0.75/hour will be paid if required to dress out in RADCON PPE for the duration of the time the duty is being performed.
- (h) Beginning the first pay week of an employee's 15<sup>th</sup> year of service, a \$0.05/hour longevity pay will be given. **Beginning the first pay week of the employee's 20<sup>th</sup> year of service, an additional \$0.05/hour longevity pay will be given.** Beginning the first pay week of the employee's 25<sup>th</sup> year of service, an additional \$0.05/hour longevity pay will be given. Beginning the first pay week of the employee's 30<sup>th</sup> year of service, an additional \$0.05/hour longevity pay will be given. **Beginning the first pay week of the employee's 35<sup>th</sup> year of service, an additional \$0.05/hour longevity pay will be given.**

15 Years	\$0.05
20 Years	\$0.10
25 Years	\$0.15
30 Years	\$0.20
35 Years	\$0.25

- (i) Newly hired employees will reach the maximum pay progression step at the start of their 5<sup>th</sup> continuous year of service within the Bargaining Unit.
- (j) **CAS positions were reclassified as SPO FPRS at the ratification of the 2017 – 22 CBA; an agreement was reached between the parties that the SPO I CAS who were impacted by the reclassification would continue to be paid at the SPO I Specialty rate until they terminate their employment or change classification. Future SPO I CAS will be classified and paid at the FPRS CAS rate.**



- (k) The Company may identify a necessity or opportunity to reclassify SPO positions within the Protective Force to more SPO FPRS positions.
- (l) **Bargaining Unit Employees** permanently assigned to Barricades (this excludes all 700 Area posts) will receive an additional \$1.00 per hour. This includes new hires who are assigned to Barricades upon graduation until assigned elsewhere but excludes personnel assigned to Barricades as a result of any restriction.
- (m) 700 Area including Barricade 9 and any other post staffed by 700 Area personnel will remain a separate area from Barricades.
- (n) **This contract is effective October 9, 2022. However, all economic provisions, including but not limited to wages, will be effective on October 9, 2022, provided the CBA is ratified on or before October 28, 2022. There will be no retroactive application of any economic provision.**

**Wage Chart (See Attachment)**

**First Time Ratification Payment:**

**CBA ratified on or before midnight 10-11-22. \$2500 less all applicable withholding taxes.**

## WAGE SCHEDULES

### Security Officer

Percentage		5%	5%	5%	3%	3%
Status	Current	10/10/2022	10/9/2023	10/7/2024	10/6/2025	10/5/2026
Wages	26.80	28.14	29.55	31.03	31.96	32.92

### Fixed Post Readiness Standard SPO

Percentage		5%	5%	5%	3%	3%
Status	Current	10/10/2022	10/9/2023	10/7/2024	10/6/2025	10/5/2026
First 12 Months	23.60	24.78	26.02	27.32	28.14	28.98
Next 12 Months	25.04	26.29	27.60	28.98	29.85	30.75
Next 12 Months	26.53	27.86	29.25	30.71	31.63	32.58
Next 12 Months	27.88	29.27	30.73	32.27	33.24	34.24
Next 12 Months	29.56	31.04	32.59	34.22	35.25	36.31

### Security Police Officer I

Percentage		5%	5%	5%	3%	3%
Status	Current	10/10/2022	10/9/2023	10/7/2024	10/6/2025	10/5/2026
First 12 Months	25.69	26.97	28.32	29.74	30.63	31.55
Next 12 Months	27.29	28.65	30.08	31.58	32.53	33.51
Next 12 Months	28.93	30.38	31.90	33.50	34.51	35.55
Next 12 Months	30.41	31.93	33.53	35.21	36.27	37.36
Next 12 Months	32.29	33.90	35.60	37.38	38.50	39.66

### Fixed Post Readiness Standard CAS

Percentage		5%	5%	5%	3%	3%
Status	Current	10/10/2022	10/9/2023	10/7/2024	10/6/2025	10/5/2026
First 12 Months	26.89	28.23	29.64	31.12	32.05	33.01
Next 12 Months	28.58	30.01	31.51	33.09	34.08	35.10
Next 12 Months	30.30	31.82	33.41	35.08	36.13	37.21
Next 12 Months	31.84	33.43	35.10	36.86	37.97	39.11
Next 12 Months	33.80	35.49	37.26	39.12	40.29	41.50

### Security Police Officer I Specialty/LED/LE Constables

Percentage		5%	5%	5%	3%	3%
Status	Current	10/10/2022	10/9/2023	10/7/2024	10/6/2025	10/5/2026
First 12 Months	28.11	29.52	31.00	32.55	33.53	34.54
Next 12 Months	29.84	31.33	32.90	34.55	35.59	36.66
Next 12 Months	31.65	33.23	34.89	36.63	37.73	38.86
Next 12 Months	33.28	34.94	36.69	38.52	39.68	40.87
Next 12 Months	35.31	37.08	38.93	40.88	42.11	43.37

**Security Police Officer III/Canine Handlers**

<b>Percentage</b>		<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>3%</b>	<b>3%</b>
<b>Status</b>	<b>Current</b>	<b>10/10/2022</b>	<b>10/9/2023</b>	<b>10/7/2024</b>	<b>10/6/2025</b>	<b>10/5/2026</b>
First 12 Months	29.31	<b>30.78</b>	<b>32.32</b>	<b>33.94</b>	<b>34.96</b>	<b>36.01</b>
Next 12 Months	31.15	<b>32.71</b>	<b>34.35</b>	<b>36.07</b>	<b>37.15</b>	<b>38.26</b>
Next 12 Months	33.01	<b>34.66</b>	<b>36.39</b>	<b>38.21</b>	<b>39.36</b>	<b>40.54</b>
Next 12 Months	34.73	<b>36.47</b>	<b>38.29</b>	<b>40.20</b>	<b>41.41</b>	<b>42.65</b>
Next 12 Months	36.88	<b>38.72</b>	<b>40.66</b>	<b>42.69</b>	<b>43.97</b>	<b>45.29</b>

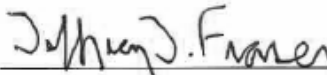
**Legacy SPO IIs currently paid at the SPO I Specialty rate in the 2017 – 22 CBA, will receive a 2.5% increase to their current pay rate on October 9, 2022 and another 2.5% increase on October 9, 2023, or until such time as the SPO I pay rate results in a pay increase, or they terminate their employment or change classification [provided the CBA is ratified on or before midnight on 10/11/22].**


<b>Status</b>	<b>Current</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
SPO I Specialty Rate (SPOII) (2.5% in Year 1 & 2)	<b>35.31</b>	<b>36.19</b>	<b>37.10</b>	<b>37.38</b>	<b>38.50</b>	<b>39.66</b>
Current SPO I	<b>32.29</b>	<b>33.90</b>	<b>35.60</b>	<b>37.38</b>	<b>38.50</b>	<b>39.66</b>


IN WITNESS WHEREOF, the parties have caused their representatives to sign the Agreement as full acknowledgement of their intention to be bound by the agreement.

FOR:  
Centerra-SRS

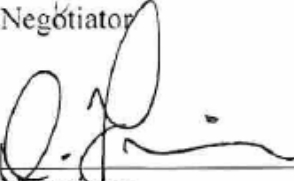
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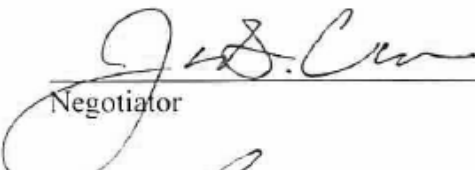
  
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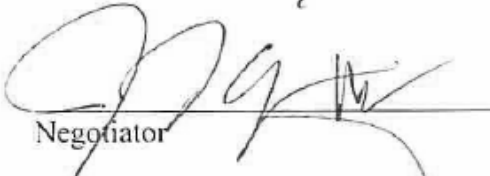
  
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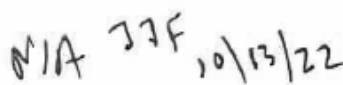
  
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## Important Numbers/Information

Union Website	uppsr.org
Accounting/Payroll	(803) 952-7714
Benefits	(803) 952-7547
BlueCross BlueShield	(888) 350-2583
Advanced Tactical Training Academy (ATTA)	(803) 725-7328
DOE Hotline	(803) 952-8320
Employee Assistance Program (EAP)	(800) 968-8143
Labor Relations	(803) 952-7600
OSS – H/T/L Area	(803) 208-8408
OSS – KAC Area	(803) 557-3147
OSS – PPD Area	(803) 725-2900
OSS – SRT Area	(803) 557-9373
OSS – LE Area	(803) 952-7384
Reassignment/Transfers	(803) 952-7521
Site Medical	(803) 557-4755
Training	(803) 952-7706
Uniform Supply	(803) 952-7037
UPPSR Safety Officer	(803) 952-7987
UPPSR Transfer Coordinator	(803) 725-2900
Workers' Compensation/Case Manager	(803) 952-7620
Centerra-SRS Employee Concerns	(803) 952-7018
Centerra-SRS Physical Fitness Section	(803) 952-7595

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## 12 HOUR SHIFT ROTATION SCHEDULE - FY 2023

**FY-23**

Oct.22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
B Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
C Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
D Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D

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Nov.22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
B Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
C Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O

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Dec-22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
D Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O

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Jan-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O

Feb-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N

Mar-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O
B Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
C Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
D Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N

D = Days      N = Nights      O = Off      H = Holiday



12 HOUR SHIFT ROTATION SCHEDULE - FY 2023

	H																													
Apr-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
B Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
C Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
D Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O

	H																														
May-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
B Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
C Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
D Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O

Jun-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
B Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
C Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
D Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D

	H																														
Jul-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
C Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D

Aug-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
B Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
C Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
D Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D

	H																													
Sep-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
B Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
C Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O

D = Days      N = Nights      O = Off      H = Holiday

## 12 HOUR SHIFT ROTATION SCHEDULE - FY 2024

FY-24

Oct-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
D Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O

H H

Nov-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O

H H

Dec-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
B Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
C Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
D Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N

H

H

Jan-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
B Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
C Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
D Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N

Feb-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O

H

Mar-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O

D = Days      N = Nights      O = Off      H = Holiday

12 HOUR SHIFT ROTATION SCHEDULE - FY 2024

Apr-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
B Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
C Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
D Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O

H

May-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D

Jun-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
C Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D

H

Jul-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
B Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
C Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D

Aug-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
B Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
C Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
D Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O

H

Sep-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
D Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O

D = Days      N = Nights      O = Off      H = Holiday

# 12 HOUR SHIFT ROTATION SCHEDULE - FY 2025

FY-25

Oct-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O

Nov-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
B Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
C Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
D Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N

Dec-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N

Jan-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O
B Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
C Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
D Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N

Feb-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
B Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
C Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
D Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O

Mar-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D

D = Days      N = Nights      O = Off      H = Holiday

## 12 HOUR SHIFT ROTATION SCHEDULE - FY 2025

Apr-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAY	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
C Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D

May-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAY	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
B Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
C Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D

Jun-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAY	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
B Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	D	O	O
C Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	O	D	D
D Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	N	O	O

Jul-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAY	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	D	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	O	D
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O

Aug-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
DAY	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	D	O
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	N	O

Sep-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAY	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
B Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
C Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
D Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N

D = Days      N = Nights      O = Off      H = Holiday

## 12 HOUR SHIFT ROTATION SCHEDULE - FY 2026

**FY-26**

Oct-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N

Nov-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
B Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
C Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	
D Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O

Dec-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O

Jan-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	
B Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
C Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	
D Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	D	D	D	D	O	O	

Feb-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
B Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
C Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
D Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D

Mar-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
B Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
C Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D

D = Days      N = Nights      O = Off      H = Holiday

12 HOUR SHIFT ROTATION SCHEDULE - FY 2026

	H																														
Apr-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	
B Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	
C Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	
D Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	

	H																														
May-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O

Jun-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N

	H																														
Jul-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
B Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
C Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
D Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N

Aug-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N

	H																														
Sep-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	
A Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	
B Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	
C Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	
D Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	

D = Days      N = Nights      O = Off      H = Holiday

# 12 HOUR SHIFT ROTATION SCHEDULE - FY 2027

FY-27

Oct-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	

																										H	H				
Nov-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
A Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	
B Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	
C Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	
D Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O		

																										H	H				
Dec-26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D

	H																														
Jan-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
C Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D

Feb-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
B Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
C Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
D Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O

																											H				
Mar-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O

D = Days      N = Nights      O = Off      H = Holiday



## 12 HOUR SHIFT ROTATION SCHEDULE - FY 2027

Apr-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N

May-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	H
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O
B Shift	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	
C Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
D Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N

Jun-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N

Jul-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
B Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
C Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
D Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O

Aug-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O

Sep-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D
B Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
C Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
D Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O

D = Days      N = Nights      O = Off      H = Holiday

## 12 HOUR SHIFT ROTATION SCHEDULE - FY 2028

Oct-27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D

D = Days      N = Nights      O = Off      H = Holiday







# COLLECTIVE BARGAINING AGREEMENT

Between



and



**LOCAL 159**

**November 01, 2020 – November 01, 2025**

**Savannah River Site**

**Aiken, SC**

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## PREAMBLE

This **Agreement** has been made between Centerra-SRS (hereinafter referred to as the Company) and Centerra-SRS Protective Force Lieutenants and Protective Force Sergeants (hereinafter referred to as the IGUA, Local 159 or Union) and is entered into this **November 1, 2020**.

The Company and the Union have a common interest and obligation in the protection of the Savannah River Site (SRS). Therefore, a working system and harmonious relations are necessary to maintain mutual confidence between the Company and the Union. Therefore, in consideration of mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE 1 RECOGNITION

1.1 This agreement includes all provisions, terms and obligations set forth therein, **will** be binding upon the parties hereto, and no wages, benefits or working conditions shall be affected, modified, altered, or changed in any way.

1.2 For the purposes of this agreement, the Union consists of all **Lieutenants and Sergeants** in the **Protective Force** employed by the Company at Savannah River Site as defined in DOE Order 473.3a and 10 CFR 1046 and any other DOE Orders and Directives.

1.3 The Company hereby recognizes the IGUA Local 159 as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment designated by the National Labor Relations Board's Certification of Representation on February 24, 2016, in Case **NO. 10-RC 126849**. The Lieutenants and Sergeants are supervisors, and they possess authority to, and do direct subordinates and exercise independent judgement.

1.4 The use of one gender in this agreement **will** include the other gender. As used herein, the words, "**her**", "his", "him", and "employee", refer to both male and female employees.

## ARTICLE 2 FAIR EMPLOYMENT PRACTICES

2.1 The Company and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed, religion, sex (including pregnancy), color, age, national origin, genetic information, veteran's status or Union affiliation, nor against the qualified physically disabled.

2.2 The parties further agree to comply with all applicable Federal Laws and Executive Order pertaining to non-discrimination, including all orders issued by the Office of Federal Contract Compliance and other orders which are applicable to government contract operations such as that conducted by the Company.

## ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management of the business and direction of the supervisory security forces are exclusively the right of management. These rights include the right to:

- (a) Hire;
- (b) Determine the number, location and type of posts;
- (c) Direct the working forces and manage the business;
- (d) Assign work [**Company will provide an operational reason(s) for any change in reporting / ending times**];
- (e) Discontinue temporarily or permanently any posts;
- (f) Demote, discharge, discipline or suspend for just cause;
- (g) Promote, layoff, recall, or transfer;
- (h) Maintain order and efficiency of operations;
- (i) To issue, amend and revise policies, work rules, regulations, practices and establish job content;
- (j) Decide on the supplies, equipment, or weapons to be used;
- (k) Determine the size of the workforce, including the number of employees assigned to any particular shift;
- (l) Determine the qualification of an employee to perform work.

3.2 Employees **will** be required to adhere to all DOE Regulations, Directives, Orders, and other requirements, and Centerra-SRS Rules and Regulations.

3.3 The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the Company had prior to signing of this Agreement are retained by the Company except those specifically abridged or modified by this agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any functions reserved to it **will** not be deemed a waiver of any such right.

## ARTICLE 4 BULLETIN BOARDS

4.1 The Company **will** provide the Union with space allocated for bulletin boards at each area.

4.2 Bulletin board notices **will** be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notice of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings and other Union business.

## ARTICLE 5 EXAMINATIONS

5.1 **The Company may require employee physical, medical, and/or mental examinations as required by DOE Directives and Orders and as required by 10 CFR 1046. Such examinations shall be conducted on the Company's time and at Company expense.**

The Company also has the right to require substance abuse screenings as authorized by the Human Reliability Program, Personnel Reliability Program, DOE Regulations, Directives and Orders along with 10 CFR 707 and 10 CFR 712.

5.2 The Company and Union will assure adequate safeguards and privacy of such tests are maintained to assure accuracy.

5.3 All employees will be substance abuse tested in accordance with **then current DOE Directives and Orders and/or** Company policy and procedure. The Company's policies and procedures **will** comply with **then current** DOE Regulations, Directives, Orders and requirements and any applicable **then current** state or federal laws or regulations. **The Union will be notified regarding any changes and review changes to Company Policies and Procedures at least thirty (30) days prior to implementation.**

## ARTICLE 6 TRAINING

6.1 This article pertains to any training provided to Lieutenants and Sergeants. Training will be determined as directed in applicable CFRs, DOE Orders and Directives and Company policies and procedures. **The Training department determines the reporting times for training and qualifications which will be communicated to the Union.**

6.2 The Company will provide the Union an opportunity to provide input and to review the Annual Training Plan (ATP), applicable Job Task Analyses (JTAs) and Training Needs Analyses (TNA).

## ARTICLE 7 UNION REPRESENTATION

7.1 The Union representation will consist of a President, Vice-President, Business Agent, Secretary/Treasurer, Sergeant at Arms, three (3) Trustees, **and Stewards in each area of assignment.**

7.2 Meetings requested by the Company will be conducted on Company time. The place, time, attendees, and purpose of meetings will be established in advance by mutual agreement by the parties.

7.3 The Union will keep the Company advised of the identity of the Trustees/Stewards as well as the executive board members representing the Union. The Union President will notify the Company of the employees designated to represent the Union.

7.4 When the Union and the Company mutually deem it necessary for a Union Representative who is not an employee of the Company to enter the Site for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company **will**, at the written request of the Union, arrange access for these personnel in accordance with Site directives. **The Company will be considered to have fulfilled its obligation by making a written request to DOE.**

7.5 Official representatives of the Union, with proper DOE clearance, will be allowed to visit the Company's premises and offices (limited to General Site access) and to visit employees on the job for the purpose of determining that this agreement is being carried out. These visits will be coordinated with the Company in advance and there will be no interference with the business of the Company.

**7.6 Any meeting that is subject to counseling and discipline**, Union members have the right to have a Union representative present. With the respect to those meetings, Union representatives in an on-duty status will be compensated and those in an off-duty status will not be compensated. No Union member will be denied Union representation.

7.7 Letters of agreements (LOA) between the Company and the Union will require two signatures, the IGUA Local 159 President and the IGUA Local 159 Business Agent or a designee approved by the Union executive board. The Union President will provide the Company in writing with the name of the designee approved to sign.

7.8 Union Officials and Stewards will be allowed reasonable (reasonable is defined as a cumulative total for up to **600** hours per calendar year, not including Sundays and holidays, for the Bargaining Unit executive board) time off to perform Union duties providing advance notice is given to permit programming such absences in the duty schedule. IGUA Local 159 President or his designee will provide the meeting dates seven (7) working days in advance to the Labor Relations Department. Company approval is contingent upon the post being backfilled. This relief shall not incur additional expense to the Company. Contract Negotiations is excluded from the **600** hours for Union meetings.

- (a) Nonexempt employees will not be compensated for hours that are not worked unless using vacation or personal time. Other, non-exempt employees will be placed in authorized absence for Union Business.
- (b) No bypasses will be credited to the Company **because** of this process.

7.9 Union Officials and Stewards shall not leave their assigned areas on any Union business without first obtaining approval from their immediate supervisor, and upon returning to their post, they will check back in with their supervisor. Permission will not be unreasonably withheld.

**7.10 The President and Business Agent will be placed on the day shift and the normal scheduled work hours will be either 0430-1530 or 0500-1600 (Monday through Thursday or Tuesday through Friday). The Union President and the Business Agent cannot work the same Monday through Thursday or Tuesday through Friday schedule. The Union President and Business Agent will designate the desired schedule. Any change to these hours will be requested in advance with the operations management. The Union President and the Business Agent will not be used for relief for scheduled time off unless they volunteer. The Union President and the Business Agent will not be used for relief or scheduled time off unless otherwise required in the overtime procedure or as a last resort. The Union President and Business Agent can request to adjust their respective schedules to accommodate Union Business. The Company will not unreasonably deny the request. The President and Business Agent will**

coordinate their schedules for attending daily musters in other areas with their Captain/Major/Chief. This section 7.10 does not change the Article 26 requirements. The Union President and Business Agent are included in the Article 26 headquarters /administrative positions headcount. The President and Business Agent cannot be assigned to the same area. The President will notify the Company, who if assigned to the same area, will be reassigned.

The Vice-President or Business Agent will be temporarily placed on the same schedule as the President when acting as his/her designee.

## ARTICLE 8 PAY CHECKS

8.1 Pay checks will be issued by direct deposit to the financial institution of the employee's choosing.

- (a) Voluntary deductions to Credit Union/Banks, savings bonds, will be by direct deposit in the appropriate business establishment in the employee's name on the day the payroll checks are issued.
- (b) The Union employee will have access to their weekly electronic/**hard copy** pay stub **via** Centerra-SRS Intranet **or site mail**.
- (c) Settlements involving pay will be paid on the next scheduled pay period.
- (d) **The Company will provide paycheck stubs to Lieutenants and Sergeants.**

## ARTICLE 9 STRIKE/NO STRIKE

9.1 The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

9.2 The Union collectively, and each employee individually, agree they will not, during the term of this Agreement, call, engage in, or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott, or any other interference with or interruption of the Company's operations for any reason whatsoever. The Union collectively, and the employees individually, hereby expressly waive any statutory right they may have to engage in any such activity during the term of this Agreement.

9.3 The Company agrees, during the term of this Agreement, that no lockout against any or all of the employees shall take place.

9.4 In the event that a breach of the no strike clause occurs, the officers of the local Union will immediately, upon written request and/or notice from the Company, make reasonable, earnest, good faith efforts affirmatively to bring about a prompt termination of the strike or other job action and shall continue such efforts until employees return to work.

These good faith efforts on the part of the local Union Officers shall include, but not be limited to, continuing to do their jobs and providing the Company a written statement within 24 hours

of the request and/or notice that can be provided to the employees that declares the strike to be unauthorized and directs the employees to return immediately to work.

9.5 Any employee during the term of this Agreement who engages in any of the activities described in Article 9.2 above shall be subject to immediate disciplinary action up to and including discharge.

9.6 In the event of any work stoppage by another labor group involving the Client's property or operation, employees will continue to man posts and carry out assignments for the protection of life, property, and protection of security interests.

9.7 An employee disciplined for violation of this provision shall have the right to have the matter reviewed through the Grievance and Arbitration Procedures as provided herein, but the only question to be determined shall be whether the employee actually participated in such violation.

## **ARTICLE 10 JURY DUTY/COURT APPEARANCES**

10.1 All Bargaining Unit employees called for jury duty or who are required by court process to attend court proceedings in which the employee is not a principal nor has any financial interest in said court proceedings shall be paid his regular base pay for any time lost from work, provided the employee gives to the Company any pay or witness fee (except for travel or meal allowance) received for such court appearances. Employees must provide appropriate documentation to substantiate assignment to jury duty or appearance in court.

10.2 Hours paid for jury duty shall be counted as hours worked for the purpose of overtime.

10.3 Bargaining Unit employees will not be paid for any court proceedings in which they are a litigant not represented by the Company.

## **ARTICLE 11 UNION MEMBERSHIP/CHECKOFF**

11.1 The Company and the Union agree that all Protective Force Lieutenants and Sergeants covered by this Agreement will be given the opportunity to become members or decline membership in the Union.

11.2 Subject to the limitations of any state or federal law, the Company agrees to deduct from wages earned each calendar week by an employee covered by this Agreement; the Union membership dues and initiation fees levied by the Local Union, of each member of the Union who has in effect at that time a proper authorization card executed by the employee, authorizing the Company to make such deductions. The Union will advise the Company the amount of fees to be collected for dues and initiations. The Company will be advised by the Union of any change in the sum of money to be deducted as dues pursuant to the authorization provided. However, the Union shall only be allowed to change the sums of money to be deducted once per contract year.

11.3 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the President or Treasurer of Local 159 no later than the 15<sup>th</sup> of the subsequent month in which such sums were deducted by the Company.

11.4 The Check-Off Authorization Card to be executed and furnished to the Company by the Union and the employees shall be the official Union Authorization for Check-Off of Dues. No other form shall be accepted by the Company unless the substitute is mutually agreed to by the parties.

11.5 The Union accepts full responsibility for the authenticity of each check-off card submitted to the Company. Check-Off cards that are incomplete or in error will not be accepted and will be returned to the Union for correction. The Union agrees that upon receipt of proper proof, the Union will refund to the employee any deduction(s) erroneously or illegally withheld from an employee's earnings. **The Company agrees that upon receipt of proper proof, the Company will refund to the employee any deduction(s) erroneously or illegally withheld from the employee's earnings.** The Union further agrees to indemnify the Company and hold the Company harmless against any and all claims, suits, demands, or other forms of liability which may be made against the Company by any party for amount(s) deducted from wages as herein provided.

11.6 No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement nor who is not in a working pay status (Ex. Military leave, leave without pay, short-term disability, long-term disability). Upon return to work, deductions will be automatically resumed, provided the employee has not revoked their Union membership and provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.

11.7 Deduction of membership dues **will** be made provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues does not extend beyond the pay period in which the employee's last day of work occurs.

## **ARTICLE 12 PROMOTION AND CONTINUED EMPLOYMENT**

12.1 The Company has the right to determine an employee's qualification for promotion and employment as set forth in DOE Directives, Orders and CFRs.

12.2 Employees covered under this Agreement that meet the standards and qualifications as set forth in 10 CFR Part 1046 and DOE Directives and Orders, are eligible for armed Protective Force Lieutenants and Sergeants positions.

**12.3** The Union President or his designee will be given the opportunity to attend Lieutenant's and Sergeant's promotion boards as an observer only.

**12.4 All IGUA Local 159 Bargaining Union positions will be filled through transfer, promotion/demotion as outlined below:**

- (a) Prior to a job announcement of vacant IGUA members positions, an email will be sent to the IGUA Union President and Business Agent for member notification.
- (b) For promotions only, if the Company decides in its discretion to fill an open 159-unit position, the Company will post the position for certified and qualified IGUA Local 159 members and use the promotion board process to fill the position. If no certified and qualified Local 159 members apply for the position, then the Company has the right to seek other applicants to fill the position. (Ex. SGT to LT)
- (c) For demotion only, on a case by case basis, if the company decides in its discretion to fill an open IGUA Local 159 position, the Company will fill the position with a certified and qualified IGUA Local 159 applicant. If no certified and qualified Local 159 members apply for the position, then the Company has the right to seek other applicants to fill the position. [Demotion Examples: SPOIII LT to SPOI LT and SPOI/III LT to SPO FP]

12.5 LE Training Lieutenant and Canine Sergeant will be selected by a promotion board.

## **ARTICLE 13 PHYSICAL FITNESS, FIT FOR DUTY, MEDICAL CERTIFICATION AND DISQUALIFICATION**

13.1 The Company and the Union agree that Union members covered under this Agreement are required to meet the applicable physical readiness standards as set forth in 10 CFR Part 1046.

13.2 As set forth in 10 CFR Part 1046.16 (c)(2), a Physical Readiness Training and Maintenance Program will be developed by the Company in consultation with the Physical Protection Medical Director (PPMD) and the local Officially Designated Federal Security Authority (ODFSA). The Company agrees to keep the Union President **and Business Agent** informed as the program is developed.

13.3 The Union will engage in a year round Physical Readiness Training Program that will achieve and maintain the cardio respiratory and musculoskeletal fitness necessary to safely perform all essential functions of normal and emergency Protective Force duties **that poses the lowest risk for injury to the members and others. The Company recommends that Lieutenants and Sergeants use the Company Physical Fitness Guide as part of their individual Physical Readiness Training Program.**

13.4 Each individual's Physical Readiness Training Program will be based on assessment of the individual's physical readiness levels and be tailored to their physical readiness maintenance requirements and improvement needs. **Employees required to meet the Security Police Officer Fixed Post (SPOFP) should complete two (2) 45-minute workout sessions each week.** Employees required to meet the Basic Readiness Standard **should** complete two (2) 45-minute workout sessions per week. Employees required to **complete** the Advanced Readiness Standard **should** complete two (2) 60-minute workout sessions



each week. Employees will not conduct physical readiness training **if (1) they are on any medical restrictions and (2) the medical restrictions prohibit all physical fitness training. Employees**, while participating in the Physical Fitness Remedial Program, **will not engage in physical fitness training unless the PPM determines and confirms in writing that the employee may participate in specified physical fitness training.** Workout sessions may be conducted on site or off site and may be conducted during a scheduled training day and, if relief is available, on a scheduled work day. These training sessions must be **reported immediately after completing the session and** documented in the timekeeping system. **These training sessions must be documented via email (or by entering time on their Area fitness training log) to the Area Captain/Major/Chief. PPD Lieutenants and SRT Lieutenants will enter Sergeants' physical training sessions in the timekeeping system.** Physical readiness training sessions are included in the overtime base. The headquarters/relief element **may** conduct physical readiness training sessions during the normal shift schedule **unless otherwise directed.** Employees will not be compensated for more than two (2) workout sessions in any given week outside of their normal shift schedule. Workouts conducted off site or on site on a day the employee is not scheduled to work, will not be subject to premium pay associated with working a Sunday or holiday.

13.5 The assessment of the employee's level of physical readiness must be conducted at least semi-annually by personnel knowledgeable of DOE requirements and the results will be provided to the designated physician. The results of the semi-annual assessment will be provided to the employee. These semi-annual readiness assessments are not qualification assessments. The result of the mandatory stress test for those employees scheduled to be completed will be used as one (1) of the assessments provided to the designated physician. Employees are only required to complete two (2) sessions per year whether two (2) Rockport 1 Mile Walk Tests or a combination of one (1) Rockport 1 Mile Walk Test and the required stress test. **If employees are required to complete a COVID test outside of the employee's scheduled work day, prior to the stress test, the employee will be compensated for a minimum of four (4) hours.**

13.6 The schedule for each individual's semi-annual assessments will be based on their annual physical date, with one assessment conducted within **thirty (30) days** prior to their annual physical, and the second approximately six (6) months later on an ongoing basis. To the extent practicable, these assessments will be coordinated during the day shift and not to interfere with other activities.

13.7 The Union will physically demonstrate the Fixed Post Readiness Standard (FPRS), as stated in **the then current 1046.16 or replacement.** This demonstration will occur through the conduct of scheduled weapons qualifications and POI/Refresher training in accordance with the Annual Training Plan. Activities that are certified by the successful completion of weapons qualifications will not require additional activities or observations beyond the successful completion of the approved course of fire **unless otherwise required by DOE or other required government mandates.**

13.8 At their annual physical, the designated physician or PPMD will make a determination of each employee if the employee has a reasonable expectation of demonstrating the physical readiness standards of 10 CFR 1046.

13.9 Each year, at least **ten percent (10%)** of those employees who receive a favorable determination of readiness in each readiness category will be randomly selected to demonstrate their ability to meet the standards. In addition to the **ten percent (10%)** of employees selected, sufficient alternates will be selected to ensure that at least **ten percent (10%)** of each readiness category completes a demonstration in each run year. The Company agrees to develop a random selection process that meets the requirements of 10 CFR 1046 and to keep the Union President or his designee informed as the program is developed. The Company will develop and brief the Union leadership on the processes for implementing the random **ten percent (10%)** selection process no later than **sixty (60)** days after ratification and will be prepared to implement those processes immediately thereafter, upon SRS Site Medical's implementation of these requirements.

13.10 Should less than **ninety (90%)** of the randomly selected employees in any readiness category fail to successfully demonstrate the standard in any test year, 100% of employees in that physical readiness category (ARS or BRS) will be required to demonstrate the standard. This will begin immediately upon the failure that renders achievement of a **ninety (90%)** pass rate impossible during that testing year and will continue for a minimum of one (1) year and requires that employees maintain a **ninety-five (95%)** pass rate in order to return to the **ten (10%)** selection process. If a **ninety-five (95%)** pass rate is not achieved, the 100% testing will be extended for an additional year. This will continue until a **ninety-five (95%)** pass rate for a given testing year is achieved.

13.11 Those employees who are medically qualified but do not receive a favorable determination of physical readiness may choose to attempt to demonstrate the appropriate physical readiness test. If the employee fails this attempt, or chooses not to attempt to demonstrate the standard, the employee will be removed from Protective Force duties and enter the Remedial Training Program.

13.12 An employee may be required to demonstrate the ability to meet the applicable physical readiness qualification standard during a Headquarters or field audit/inspection/survey or other similar activity, as directed by the local ODFSA. Failure to meet the physical readiness standard will be treated as if the employee failed the first attempt during routine qualification, and the Remedial Training Program standards of paragraph 13.14 will apply. An employee who fails to demonstrate the standard will be removed from armed status until they requalify. Physical readiness demonstrations conducted for activities under paragraph 13.12 will not count towards the annual 10% run requirement unless the selection also occurs in conjunction with their annual physical and they are a random selectee in accordance with paragraph 13.9. The employee will be allowed a maximum of five (5) attempts within **thirty (30)** days of medical clearance in which to qualify prior to being placed in the Remedial Training Program.

13.13 If any employee requires remedial training during three (3) consecutive annual qualifications, then a fourth remediation will not be offered. Employees who fail to meet the

standard a fourth consecutive time will be permanently removed from duties requiring the ability to meet that physical readiness standard.

13.14 Remedial training after a failed physical readiness test will be conducted in accordance with 10 CFR 1046. The Remedial Training Program will be based upon an assessment of the employee's individual physical readiness deficiencies and improvement needs and will not exceed a period of **thirty (30)** days. Once an employee has begun a Remedial Training Program, it must be completed before the employee may attempt the applicable standard. The employee will have seven (7) days from the completion date of the Remedial Training Program to meet the applicable physical readiness qualification standard. Only one (1) attempt during this seven (7) day period may be made unless circumstances beyond the Company or employee's control (e.g., severe weather, equipment failure, family emergency or injury as determined by the employer) interrupts the attempt. When the attempt is interrupted, the Company may reschedule it within seven (7) days from the end of the interruption.

13.15 When a physical readiness deficiency is first identified, the Company will provide the employee access to remedial training. If the PPMD evaluation validates the medical need, employees will also be provided access to a Work Hardening Program. Employees who are provided access to a Work Hardening Program will participate based on the individual plans developed by the Physical or Occupational Therapist contracted to perform the work. The Company will provide the therapist the information (such as JTAs) necessary to develop an appropriate plan for the employee, and Company Physical Fitness staff will remain available to therapists to assist in plan development as needed.

13.16 The Company will notify the Union of any revisions to the physical readiness standards as soon as DOE notifies the Company of such changes. The Union will be provided written notice of such changes and the implementation plan once developed by the Company.

13.17 The Company will **comply with the** Medical Certification Disqualification Program **developed under** the requirements of 10 CFR 1046.14 and 10 CFR 1046.15.

13.18 A temporary medical certification disqualification arises when an employee is disqualified from medical certification because of a temporary medical or physical condition which results in the individual not being able to perform any of the essential functions of the job classification, regardless of whether the temporary condition is the result of personal or work-related conditions.

13.19 If an employee is temporarily disqualified due to work-related conditions, the Company may assign the individual to alternate, limited duty, and may remain in their assigned area, if available, until the individual is again medically certified by the PPMD. However, this limited duty may only include assignment to duties in a job classification where all essential functions for that job classification can be safely and efficiently performed and may not exceed a period of **twelve (12)** months. Medical certification is required to remain in armed status.

13.20 A temporary medical certification disqualification may not exceed a period of **twelve (12)** months regardless of the source of the disqualification or whether medical removal

protection is authorized. At any time, but no later than the end of the **twelve (12)** month period, the PPMD must determine whether the individual is permanently disqualified from medical certification because of a continuing medical or physical condition which results in the individual not being able to perform all essential functions of the job classification. Employees approaching the **twelve (12)** month limit will be contacted at least **thirty (30)** days prior to schedule required medical assessments. Employees who do not attend required medical assessments to meet this requirement will be terminated.

13.21 Employees who are permanently disqualified will be removed from the payroll unless they qualify for the benefits of Medical Removal Protection as defined in paragraph 13.22, in which case they will remain on the payroll for a maximum of **twelve (12)** months unless they qualify for or can be trained in a short period (not to exceed **ninety (90)** days) for a vacant position. The Company will provide these employees the opportunity to transfer to another available position, or one which later becomes available, for which they qualify or can be trained in a short period of time (not to exceed **ninety (90)** days). Placement into any position will be at the discretion of the Company. If an employee refuses available alternative duties for which the worker is qualified or can be trained in a short period of time, or the employee accepts the work and performs unsatisfactorily, the employee will be removed from the payroll. Once an employee has been determined to be permanently medically disqualified, the employee may request an Independent Review of the case by the DOE in accordance with 10 CFR 1046.15(c). Employees who receive a favorable Independent Review or Final Review ruling from the DOE will be reinstated to the Protective Force job classification subject to successful completion of any required qualifications or training requirements and future ability to be medically certified for the Protective Force job classification and to meet applicable physical readiness standards.

13.22 Employees will qualify for Medical Removal Protection benefits if the PPMD determines in a written medical opinion that the disqualifying condition occurred as a result of site-approved training for or attempting to meet a physical readiness standard qualification, or site-approved training for security and emergency response (e.g., participating in force-on-force exercises, inspection, or validation purposes). While the employee remains on the payroll **and is not actively working in any capacity for the Company**, the Company will maintain the employee at the **total base pay in accordance with then current 1046.14 or replacement [“base pay” is forty (40) hours]**, seniority, and other site-specific rights and benefits as if the employee had not been removed. **While the employee remains on the payroll, and is actively working and assigned to a Headquarters/administrative position, the Company will maintain the employee at the total base pay in accordance with then current 1046.14 or replacement [“base pay” is forty-four (44) hours], seniority and other site-specific rights and benefits as if the employee had not been removed. While the employee remains on the payroll and is actively working and assigned to a shift position, the Company will maintain the employee at the total base pay in accordance with then current 1046.14 or replacement [“base pay” is forty-eight (48) or thirty-six (36) hours depending on the week worked], seniority, and other site-specific rights and benefits as if the employee had not been removed.** Employee’s total pay under Medical Removal Protection (including Workers’ Compensation Pay and Medical Removal Protection benefits) **will not exceed the employee’s total base pay as defined above.**

13.23 Employees who do not qualify for Medical Removal Protection benefits and are restricted from duty due to failure to maintain required Physical Readiness, Firearms Qualification, **Limited Scope Performance Test (LSPT) 851**, Access Authorization (HRP or clearance), or other Training qualifications will be removed from the work schedule and will only be paid for time worked when engaged in scheduled activities to remediate or requalify. **Employees in the Remedial Training Program will remain assigned to Headquarters performing administrative duties, not to exceed forty (40) hours each week.**

13.24 If an employee is temporarily removed from duty for work related medical reasons qualifying for Medical Removal Protection benefits, the Company must not remove the employee from the payroll unless the employee refuses available alternative duties for which the worker is qualified or can be trained in a short period of time (not to exceed **ninety (90) days**), or unless the employee accepts the work and performs unsatisfactorily. If there are no suitable alternative duties available, the Company must provide Medical Removal Protection benefits until alternative duties become available or the employee has recovered, or one (1) year has elapsed. The Company must maintain the employee's **total base pay in accordance with then current 1046.14 or replacement ["base pay" is defined in 13.22 above]** and work hours as defined in 13.22 and other site-specific worker rights and benefits as if the employee had not been removed. After one (1) year has elapsed, the provisions of paragraph 13.20 and 13.21 will apply.

13.25 Employees who are restricted from duty due to a personal injury or illness will be removed from the work schedule until medically cleared to return to duty.

13.26 Employees who are given limited duty assignments due to temporary work-related medical restrictions who do not meet the requirements of the Medical Removal Protection Program will be paid at the **current base pay ["base pay" is defined in 13.22 above]**.

13.27 Nothing in this clause will affect the ability of employees to receive Workers' Compensation payments for work-related injuries in accordance with the laws of South Carolina and the rulings of the South Carolina Workers' Compensation Commission.

## **ARTICLE 14 SENIORITY**

14.1 The Company and the Union agree that seniority will be based upon total service time in current rank as a Lieutenant/Sergeant and in the event of a tie, Site Seniority, then, application date. **There is no carryover of service from one rank to another. (ex. SGT to LT or LT to SGT)**

14.2 An employee will lose his seniority rights if any of the following reasons exist:

- (a) quits or leaves the Company of his own choice;
- (b) is discharged, except in the case of being brought back and made whole;
- (c) voluntarily takes a temporary promotion outside of the Union;
- (d) is laid off for more than twenty-four (24) months;**
- (e) over stays a leave of absence without just cause;**
- (f) gives a false reason for a leave of absence; and/or;**

- (g) **fails to meet requalification requirements in accordance with then current DOE Directives and Orders.**

## **ARTICLE 15 LEAVE OF ABSENCE**

All leave of absence will be submitted in writing to the Company. The Company will determine whether to grant or deny the leave consistent with legal requirements for military and FMLA leave as identified below. The Company will provide a written response to the employee.

### 15.1 Military Leave

- (a) Leave of absence for the performance of duty with the U. S. Armed Forces or with the Reserve component thereof will be granted in accordance with applicable law.
- (b) An employee who is a member of a military reserve organization of the Department of Defense including the National Guard, on orders **(as defined under the then-current United States Code, title 10 and title 32)** will receive leave of absence and contingent upon DOE approval will be paid the difference between the employee's normal 40-hour weekly pay **at straight time** and their military **base** pay excluding travel payment. **Those employees on orders, which the employee must provide, for weekend drills and annual training will receive up to and not to exceed 26 days in a calendar year.** Evidence of orders and amount of military pay are required in support of payment.
- (c) The employee must furnish the Company with a copy of his orders immediately upon receipt of such orders.

### 15.2 Family and Medical Leave Act (FMLA) of 1993

- (a) The Company complies with the FMLA.
- (b) The employee will not accrue leave or holiday pay when in an unpaid FMLA status.
- (c) The employee will be entitled to a total of 12 weeks or 480 hours of leave, if used intermittently in accordance with FMLA during a rolling 12-month period.

## **ARTICLE 16 LAYOFFS AND REDUCTION**

16.1 The Company will comply with the provisions of the WARN Act.

16.2 The Company **shall give** the Union **sufficient notice of the layoff to give the parties an opportunity to discuss the layoff and minimum essential manning requirements of Bargaining Unit classifications.** In determining minimum essential manning requirements of Bargaining Unit classifications, consideration will be given to issues such as **but not limited to Site Safeguards and Security Plan and/or Area Security Plan requirements, seniority, and relief positions.** Prior to the layoff, the Company and Union will develop a list of those to be laid off and recalled that will use seniority as the basis of the layoff/recall within classifications [**"classifications" is defined as Lieutenant (SPOI); Lieutenant (SPOIII); Lieutenant (LE); Lieutenant (SPOFP); Sergeant (SPOFP); Sergeant**

**(SPOIII); and Sergeant (Canine)].** Prior to seniority, employees meeting any of the following criteria will be considered for layoff. After recall based on seniority, employees meeting the following criteria may also be considered for recall:

- (a) Employees who have an active **disciplinary** suspension in their personnel file **or are otherwise then on suspension due to failure to meet any qualification and/or certification;**
- (b) Employees who are on restricted duty having been out of active SPO status for more than **twelve (12)** months, except those protected by the Uniformed Services Employment and Reemployment Rights Act;
- (c) Employees who are on restricted duty due to being uncleared.

**16.3** Employees on the recall list are eligible for recall for a period of **twenty-four (24)** months. The employee will be required to complete all training, qualifications, and other requirements **as required in DOE O 473.3A [or any subsequent replacement for DOE O 473.3A]** and 10 CFR 1046 to return to active status.

16.4 The Company will reduce or layoff by giving **as much notice as reasonably possible** to the **Union** and give the parties the opportunity to discuss the staffing requirements. Staffing will be reduced as required. **The Company, the Union President and the Business Agent or Vice-President** will work in harmony to assure compliance with the IGUA 159 CBA.

16.5 The Company will notify the employee by certified mail/return receipt requested to the last address on record in the Company's files. It is the responsibility of the Bargaining Unit employees to notify the Company in writing of any change of address.

16.6 It is the employee's responsibility to notify the Company within **fourteen (14)** calendar days of signing the certified letter regarding whether he will exercise his recall rights. At that time, the Company will designate a report for work date and time, which will allow the employee to give a two (2) week notice at a current job, unless the Company and the employee mutually agree on a later date and time. If the employee does not respond within **fourteen (14)** calendar days, the Company has the right to move to the next employee on the recall list. The employee recalled under this article will be credited with all accumulated seniority rights.

16.7 In the event the Company is directed by DOE to develop a temporary reduction in force due to a government furlough plan, the Company will notify the Union. The plan will be developed in accordance with DOE direction and discussed with the Union as to how the furlough will be implemented. Each specific area will work together with the Union **President and Business Agent**, the Major and the Captain to furlough with the least impact to the Union employees and the mission. If a resolution cannot be reached, seniority will be used as the determining factor once all restricted duty personnel have been identified for furlough.

16.8 When the Company conducts a reduction in classification (voluntary/involuntary), the following process will be followed:

- (a) If the Company has vacant positions at a reduced rank, the Company will publish a bulletin requesting volunteers to the reduced rank. The position will be filled by the most senior qualified volunteer for the vacant position. If there are not enough volunteers, the remaining positions will be filled by the least senior qualified employee in that classification.
- (b) Employees who are involuntarily directed to meet an increased standard **because** of work requirements, will be allowed no more than 90 days from the date of notification to safely achieve the required standard under 10 CFR Part 1046.
- (c) Qualified IGUA Local 159 employees that are involuntarily separated **through layoff or reduction in force** will fill IGUA Local 159 vacant positions **in accordance with then current DOE O 473.3A [or any subsequent replacement for DOE O 473.3A] may return to active status after successfully completing refresher training for the assigned duties prior to the Company posting a job announcement.**

## ARTICLE 17 BARGAINING UNIT WORK

17.1 Bargaining Unit work will be performed by Bargaining Unit members for the purpose of performing, complying with, and enforcing all Company policies and procedures. The Company agrees not to utilize Non-Bargaining Unit employees for the sole purposes of permanently reducing employee hours. The Company may utilize Non-Bargaining Unit personnel to perform Bargaining Unit work in lieu of post **closure** after attempting to backfill the position with qualified Bargaining Unit personnel.

17.2 The Company acknowledges the rulings of the National Labor Relations Board as it pertains to the IGUA Local 159. The employees in the Bargaining Unit are Lieutenants **and Sergeants** in a paramilitary organizational structure and they perform first and/or second-line supervisory functions as required by the Company's contract with the DOE as respective to job description and applicable job task analyses. Accordingly, the parties agree that employees subject to this Agreement remain "supervisors" within the Company's organization, **shall continue to supervise** those subordinate Protective Force members and non-Protective Force administrative staff (e.g., Operational Security Specialists). These supervisory duties include, but are not limited, to enforcement and notification of all violations of Company policies and procedures, directing the work of subordinates, assigning and/or reassigning the work of subordinates, exercising command authority over subordinates and direction of subordinates.

17.3 The Lieutenants and Sergeants are supervisors and possess authority (to) and (do) direct subordinates and exercise independent judgement in doing so.

17.4 Additional duties performed by the Lieutenant and Sergeant will be limited to duties that are directly within the performance of their duties. Class leader additional duties will be limited to restricted duty assignment.



## ARTICLE 18 SAFETY, SECURITY AND HEALTH

18.1 The Company and the Union recognize the importance of maintaining a safe working environment and will continue to cooperate toward the objective of eliminating or controlling health and safety hazards and encouraging employees to follow safe procedures and practices.

18.2 It is the responsibility of each employee to be safety conscious at all times. All employees will be required to conform to safety rules and regulations that are currently in place, and those that may be issued from time to time by the Company.

18.3 The Company will provide protective equipment and take all reasonable precautions to prevent injury.

18.4 The Company will provide government vehicles to meet mission requirements in accordance with DOE standards and will maintain those vehicles in a safe operating condition, including heating and air conditioning systems.

18.5 The Company will have the right to establish, maintain, and enforce reasonable rules and regulations that assure a safe and health working environment.

18.6 Worker protection programs must comply with the requirements of 10 CFR Part 851 and must follow the requirements in 29 CFR 1910.1025 and 29 CFR 1910.95.

18.7 To ensure safe firearms operations, firearms safety, and qualification programs will be conducted in accordance with the requirements of 10 CFR 1046 and DOE O473.3A (or successor documents).

**18.8 The Union President and a Union subject matter expert (SME) will be on the Integrated Safety Committee and the Executive Safety Committee. The Union President and a Union subject matter expert (SME) will be voting members on the Integrated Safety Committee. The Union President will be a voting member on the Executive Safety Committee.**

**18.9 IGUA, Local 159 members required to assist AOD personnel by spotting movement of the DOE helicopter will not be held liable for failure of AOD personnel to conduct safe movement, except if the Local 159 member was negligent.**

## ARTICLE 19 DISCIPLINE AND DISCHARGE

19.1 All employees are responsible for following DOE Orders and directives, site policies and procedures. The Company has the right to discipline and discharge for just cause. This Article pertains to potential discipline administered to Lieutenants and Sergeants.

19.2 Discipline consisting of written warnings, and written reprimands **may** remain in the employee's official personnel file for up to a **twelve (12)** month period from the date of issuance. **Suspension will** remain in the employee's official personnel file for a **twelve (12) month** period from the date of issuance. Discipline may be removed early in accordance with

existing Company policy. Discipline removed from the personnel file will not be used for the purpose of progressive discipline.

**19.3 When an alleged violation of Company Work Rules is brought to the Company's attention, the Company will issue a Notice of Pending Disciplinary Action (NOPDA) and any discipline within ten (10) scheduled work days (excluding Saturdays and Sundays and Company designated holidays). The NOPDA must be issued within five (5) scheduled work days of the date the violation of Company Work Rules is brought to the Company's attention (excluding Saturdays and Sundays and Company designated holidays). Time limits may be extended by mutual written agreement. The Union Business Agent will be given the investigation packet, for review of the facts no less than twenty-four (24) hours (excluding Saturdays and Sundays) prior to the discipline hearing for a possible suspension or termination.**

19.4 When employees are terminated, they will be compensated for their actual hours worked.

19.5 With the exception of safety and/or work rule violations, employees participating in training that is designated by DOE Directives and Orders will not receive discipline for their individual training performance.

19.6 This article does not change the requirement for employees to identify and bring to the attention of **the** Captain or higher any violation of Company Work Rules. If the Captain or higher determines formal discipline is required, a Notice of Pending Discipline will be prepared **and issued** by the Captain or higher.

19.7 If the offense is determined by the Captain or higher to not warrant discipline, it is expected that the Lieutenant will initiate and administer corrective counseling to the Sergeant since it is not discipline.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

20.1 Union employees may use the grievance process for a complaint or dispute relating to their employment that includes, dismissal, demotion, suspension and/or application of policies, procedures, rules and regulations that arise over the interpretation or application of any provision of this contract.

20.2 The Labor Relations Department (LRD) and the Union President or Business Agent will provide all written grievance responses electronically when available. When the Company or Union delivers a written or electronic response, LRD will annotate the date received on the response to the grievance and send an electronic receipt of the grievance response to the Union President and Business Agent.

20.3 "**Work** days" as used in this article, exclude Saturdays, Sundays and designated holidays. Failure by the Union to meet the timeline in any step will result in the grievance being closed. Failure by the Company to meet the timeline in any step will allow the Union to appeal the grievance to the next step, in accordance with the established timeline. All

timelines, as described, may be extended in writing by mutual agreement between the Company and the Union.

20.4 The Company and Union agree that all correspondence related to Step 2 through Step 5 grievances will be processed through the LRD. The date in which specified correspondence is received in writing or electronically to LRD will begin the grievance process timeline outlined in this article. The Union President or Business Agent will coordinate with the LRD to ensure all grievances are processed in accordance with this article. All grievances **will** be processed using the last two (2) digits of the year followed by the sequential grievance number.

20.5 A Union employee who expresses concern that cannot be resolved through verbal communication with the employee's immediate supervisor may grieve the action through the following steps:

#### Step 1

The employee will provide written details of the alleged violation within **ten (10) work** days in an attempt to settle the grievance with their Captain or designee. The Captain or designee will conduct a hearing and will provide a written response within five (5) **work** days.

#### Step 2

If the grievance is not resolved at Step 1, the employee will provide the written details specifying the article and paragraph allegedly violated within five (5) **work** days to the Chief/Major or designee. The Chief/Major or designee will have seven (7) **work** days from the date the grievance was filed at Step 2, to conduct a hearing, and to provide a written or electronic response to the employee, Union President and the Business Agent.

#### Step 3

If the grievance is not resolved at Step 2, the Union President or Business Agent may appeal to the appropriate Director or designee by written or electronic notification within five (5) **work** days of the denial in Step 2. A hearing with the Director or designee and the Union President, Business Agent or designee will be held within five (5) **work** days following receipt of the appeal to Step 3. The Director or designee shall provide a written or electronic response to the Union President and the Business Agent within seven (7) **work** days following the date of the hearing.

#### Step 4

If the grievance is not resolved in Step 3, the matter may be appealed to the General Manager or designee by written or electronic notification no later than five (5) **work** days from the denial in Step 3. A hearing will be held within **ten (10) work** days from the receipt of the Step 3 appeal. The General Manager or designee will provide a written or electronic response within **ten (10) work** days to the Union President and the Business Agent.

The Company and the Union may mutually agree to defer a grievance at Step 4 to Alternative Dispute Resolution, conducted by the Federal Mediation and Conciliation Service (FMCS).

## Step 5

If the grievance is not resolved in Step 4, the Union may appeal to arbitration within **twenty (20) calendar days** after the denial of the grievance in Step 4.

**20.6** Any grievance or issue involving wages, disciplinary suspension or affecting an entire classification, or affecting the entire Bargaining Unit not resolved at a lower level, may be referred by the Union President or Business Agent to Step 3 of this procedure, and the written or electronic grievance shall be presented to the appropriate Director or his designee within five (5) **work** days after the occurrence of the facts giving rise to the grievance.

## ARTICLE 21 ARBITRATION PROCEDURE

21.1 Grievances which have been processed in accordance with the requirements of Article 20, Grievance Procedure, which remain unsettled, may be processed in accordance with the following procedures and limitations.

21.2 Within **thirty (30)** calendar days of receipt of the Union's written notice to proceed to arbitration, the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator. Should the parties fail to agree on the selection of an arbitrator, the Union may request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by **the** parties to hear the grievance. **Both parties agree to select the arbitrator within sixty (60) calendar days. If the parties do not agree to the selection, the FMCS will intervene as a mediator to help the parties select the arbitrator.**

21.3 The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross examine the witness or witnesses of the other party.

21.4 The arbitrator's decision shall be based exclusively on the evidence presented at the arbitration hearing. The arbitrator cannot modify, amend, add to, detract from or alter any provisions of the Agreement.

21.5 The decision of the arbitrator shall be issued as promptly as possible, and the decision shall be final and binding upon the Company, the Union and the grievant.

21.6 Each party hereto shall bear the expense of preparing and presenting its own case. The cost and all expenses of the arbitrator **will** be borne equally by the parties.

21.7 All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his regular schedule with the Company, less any money earned from Unemployment Compensation or other employment.

## ARTICLE 22 LABOR MANAGEMENT MEETING

22.1 The Company will hold regularly scheduled **monthly** meetings to exchange information concerning security operational need, potential changes affecting personnel, and employee concerns. At a minimum two (2) members of the senior management team will represent the

Employer to include the General Manager or his designee and two (2) members of the IGUA Local 159 executive board to include the Local President or his designee will attend. All meetings will be preceded by an agenda of issues to be discussed and list of representatives attending. Representatives from the Union will be from the Executive Board and will not involve general membership that want to address specific issues. The parties will work together to establish time and location of the meeting.

## **ARTICLE 23 OFFICE SPACE AND USE OF GOVERNMENT FACILITIES/EQUIPMENT**

23.1 The Company will provide Protective Force shift Lieutenants with adequate office space to perform essential tasks.

23.2 Official government telephones may be used by the Union to conduct official government business.

23.3 Government owned copying machines and other printing and reproduction devices may be used for official government business.

23.4 The IGUA Local 159 President and Business Agent will be provided with a government iPhone and iPad with which to conduct official government business when in an off-site capacity.

23.5 The Company will follow Site policies regarding a transition to transgender restrooms.

23.6 In addition to the bulletin boards, as specified in Article 4, the SRS distribution system, including email, may be utilized by the Union to communicate with the executive board members, trustees, and committee chairpersons. Use of email must be consistent with site policies.

**23.7 The Company will provide a securable and adequate office space, for the Union President/Business Agent, to conduct official business. The location of the office space will be in an area where all electronic devices can be used, to include WIFI, Bluetooth, etc. in accordance with site policies.**

## **ARTICLE 24 UNIFORMS**

24.1 The Company will furnish, alter, launder, and clean the regulation uniforms and body armor carrier, to include inclement weather gear. Uniforms or equipment worn or used by the employees who are on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced except with **written** consent **from** the Company.

24.2 Uniforms and equipment remain the property of the Company. Damaged or worn out articles of clothing or equipment will be replaced by the Company at no cost to the employee as provided in 24.3.

24.3 The cost of replacing articles of clothing or equipment which are lost, stolen, damaged or worn shall be borne by the employee if the loss or damage is a result of neglect or intentional misconduct.

24.4 The cost of the replacement article of clothing or equipment will not be borne by the employee if the loss of articles of clothing or equipment is a result of theft, provided it is not due to neglect and a police report is provided.

24.5 Storage of Company-issued equipment will be in a locked wall locker, vehicle trunk and/or office. When storing equipment off site, the equipment will remain locked and out of plain view.

24.6 Damage and/or theft of Company-issued equipment will be reported immediately.

24.7 All **serviceable**, uniforms and Company-issued equipment **as the Company Logistics Manager determines**, must be returned to the Company upon termination of employment. Failure to comply will result in the cost of said uniform and/or equipment items being deducted from any monies due to the employee.

24.8 The Company will provide maternity uniforms, upon request, for pregnant females serving in a Protective force Lieutenant and/or Sergeant position.

## **ARTICLE 25 EVALUATIONS**

25.1 The IGUA Local 159 Union will not participate in the Company evaluation program nor will the Bargaining Unit employees evaluate the OSS; however, input will be provided. Performance evaluations of subordinates will be limited to HRP Reviews.

## **ARTICLE 26 HEADQUARTERS ASSIGNMENTS**

**26.1 Lieutenants and Sergeants may make Headquarters assignment requests each year in December. These assignments will be announced by December 1<sup>st</sup> through an Operations Bulletin stating the available area and the number of positions. The Company will make reasonable efforts to implement the assignments by January 1<sup>st</sup>, but not later than fourteen (14) days thereafter. The Headquarters/Relief assignments last for a one (1) year period.**

**26.2 Lieutenants and Sergeants will initiate a request for a Headquarters/administrative and/or relief assignment by submitting a Reassignment Request Form. The Reassignment Request Form must be submitted to the Chief/Major for review/signature and forwarded to the Security Programs and Planning Department (SPPD). Highest seniority in each classification who are qualified and certified will determine the employees for the Headquarters/administrative and relief assignments, to include both Lieutenants and Sergeants. If there are insufficient volunteers, then the Company will use lowest seniority to highest to determine assignments in each classification provided the employees are qualified and certified. The Chief/Major will**

select one (1) of the employees to fill the Headquarters/administrative positions in each area. The Chief/Major will make all other intra-area assignments after discussion with the Union President and/or the Business Agent.

**26.3 “Off-shift” for purposes of Article 26 means any time during the weekday and or weekend which is not the employee’s regularly scheduled Monday through Thursday and/or Tuesday through Friday shift. “Off-shift” does not include a holiday that falls outside the Relief Lieutenants’ and/or Relief Sergeants’ then scheduled regular and/or relief shift.**

**(a) The primary purpose for Relief Lieutenants and Relief Sergeants is to cover rotating shift Lieutenant and Sergeant scheduled and unscheduled absences. Relief Lieutenants and Relief Sergeants will be assigned to Headquarters in their respective areas and scheduled for the day shift, either Monday – Thursday on a four (4) by eleven (11) hour schedule or Tuesday through Friday on a four- (4) by eleven (11) hour schedule, unless otherwise scheduled to relieve.**

- 1. Relief Lieutenants and Relief Sergeants may be required to cover up to a total of four (4) twelve (12) hour work days or off-shift or as otherwise required in the overtime procedure.**
- 2. If the Company does not schedule Relief Lieutenants and/or Relief Sergeants for the entire rotating shift, the Relief Lieutenants and/or Relief Sergeants, will cover the scheduled days/off-shift as required and thereafter be offered sufficient hours to finish his/her work week to work the forty-four (44) hour minimum. An exception is if the Relief Lieutenants and/or Relief Sergeants decide, with Captain/Major/Chief approval, not to work the remaining day schedule to finish that work week up to a maximum total of forty-eight (48) hours unless otherwise required in the overtime procedure. When relief work prevents the employee from working the forty-four (44) hour minimum, then the employee will be provided the opportunity to work the forty-four (44) hour minimum or complete the next regularly scheduled work day or request time off. The Captain/Major/Chief may approve the request. If the Captain/Major/Chief approves the request, then the employee decides whether to use paid leave time or “K” time for the hours not worked.**
- 3. Relief Lieutenants and Relief Sergeants will not be required to work more than two (2) weekends, Saturday and Sunday, each calendar month except (a) they may volunteer; (b) as otherwise required in the overtime procedure; or (c) as otherwise temporarily assigned to a rotating shift for three (3) or more shift cycles.**

4. All unscheduled absences on off-shifts without a twenty-four (24) hour notice will be scheduled according to the overtime procedure. Relief Lieutenants and Relief Sergeants will not be required to work Holidays as defined in the first paragraph of section 26.3 above. Scheduled Holiday absences will be filled by volunteer and in accordance with the overtime procedure.
5. Relief Lieutenants and Relief Sergeants who have already respectively worked the required forty-four (44) hours for the work week will not be required to work overtime, unless otherwise obligated under the overtime procedure, but can volunteer to work overtime consistent with the overtime procedure.
6. When Relief Lieutenants and Relief Sergeants cover the entire shift cycle, the hours will not be counted as overtime hours for the Overtime Log.
7. Unless as a last resort, the Relief Lieutenants and Relief Sergeants will not be required to fill absences in another area of assignment after attempting to fill through the overtime procedure.

(b) Headquarters/administrative Lieutenants [or Sergeant if a Sergeant is the Union President and/or Business Agent] will only be used to cover scheduled time off when they volunteer and as otherwise required in the overtime procedure or as a last resort. The Headquarters/administrative Lieutenants are not designated as relief positions but perform relief work as volunteers or as required in the overtime procedure or as a last resort.

(c) The LE Training Lieutenant assigned to the Headquarters relief shift will work the day shift Monday through Thursday or Tuesday through Friday, four (4) by eleven (11) hours and is eligible to work the off shift relief when given a twenty-four (24) hour notice or as otherwise required in the overtime procedure or as a last resort. The LE Chief will determine and coordinate with the LE Training Lieutenant when the LE Training Lieutenant needs to train during the work week other than on the day shift.

**26.4** The following areas of assignment (H/T/L, KAC, PPD) will have two (2) Relief Lieutenants and one (1) Headquarters/administrative Lieutenant. SRT will have one (1) Relief Lieutenant; one (1) Headquarters/administrative Lieutenant and two (2) Relief Sergeants. LE will have one (1) Headquarters/administrative/relief Lieutenant. PPD will have three (3) Headquarters Sergeants assigned. These vacant positions will be filled as soon as possible after ratification of the Collective Bargaining Agreement and no later than January 18, 2021. The parties agree that the following positions are not primarily relief positions: LE Training Lieutenant [one (1)] and Canine Sergeant [one (1)].



**26.5 The Local 159 Headquarters/administrative Lieutenant in the SRT Section will be responsible for coordinating Relief Sergeants relief schedules, with final approval from the Captain. Once the Captain approves the schedules, then the Captain is responsible for the schedule.**

**26.6 During the term of the Collective Bargaining Agreement, if any position in Section 26.4 becomes vacant, the Company will fill the position(s) as soon as reasonably possible, but not later than thirty (30) calendar days.**

**26.7 Prior to implementing any overtime procedure changes, the Company will advise the Union and discuss with the Union the overtime procedure that would affect this article.**

## **ARTICLE 27 COMPANY HOLIDAYS AND PERSONAL DAYS**

27.1 The Company and the Union agree that the designated Company Holidays are listed as follows:

New Year's Day	Thanksgiving Day
Designate Good Friday or MLK Jr. Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The Headquarters/Non-Rotating shift personnel will take the legal day of observance.

27.2 Employees will be paid time and a half (1-1/2) for all hours worked on a Company designated holiday or all hours worked in excess of **forty (40)** hours, whichever is greater. In addition, employees will be paid eight (8) hours of holiday pay at straight time which will be counted as part of the overtime base.

27.3 Employees who do not work a holiday will be paid eight (8) hours holiday pay at straight time. When employees other than those assigned to Headquarters do not work on a holiday, those holiday hours shall not go into the overtime base. Employees assigned to Headquarters, who do not work on a holiday, will have their holiday pay hours go into the overtime base. To be eligible for holiday pay, if the holiday is not worked, an employee must have worked his last scheduled assigned shift workday prior to and his next scheduled assigned shift workday after the holiday unless the absence is supported by a healthcare provider's excuse or scheduled vacation is authorized. However, in the case of multiple observance holidays, a disqualifying absence on either side of the multiple observance day will only affect one (1) holiday.

27.4 Employees on leave without pay, suspension, military leave, short or long-term disability do not qualify for holiday pay, except as designated in Article 15.

27.5 If a holiday falls during an employee's vacation period, the employee shall be entitled to receive pay for the holiday.

27.6 In addition to holidays, employees are authorized annually **twenty-four (24)** hours personal time. Personal days can be taken in **eight (8)** hour (day) increments without the need to complete the shift with additional leave time. Employees may supplement their personal day with other accrued leave, up to their scheduled hours of work. Personal time can be used in hour increments and may be taken in combination with other accrued leave.

27.7 Personal days are eligible for pay in lieu during the calendar year. The employee will be paid for any unused personal time which exceeds **twenty-four (24)** hours accrual at the end of the calendar year. Personal time paid out at the end of the year will be included in the overtime base. Personal days not to exceed **twenty-four (24)** hours will be carried over from one (1) calendar year to another.

27.8 The employee must submit a request for personal days at least five (5) calendar days in advance. Personal days can be used for short notice emergency time off if approved by supervision.

27.9 Headquarters element will have the option to flex time or supplement hours with vacation/personal time to account for scheduled hours worked if off on the holiday.

## **ARTICLE 28 NOTICE OF CHANGES**

28.1 The Union President or designee will be notified in writing or electronically of any changes to DOE Directives, Orders or CFRs. Prior to implementation of any Company policies and procedures that change working conditions, the Union President or designee will be advised either in writing or through electronic transmittal, including but not limited to an electronic content management system. **Failure on the Company to notify the Union President or designee of such changes will automatically result in grievance at Step 3. The Union must file the grievance.**

## **ARTICLE 29 SEPARABILITY OF CONTRACT**

29.1 In the event that any provision(s) of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations/statues or decree, such decisions shall not invalidate the entire Agreement and the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or such government regulations/statues so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 30 FUNERAL LEAVE**

30.1 Funeral Leave for an immediate family member of a full time employee will be granted a maximum of three (3) regularly scheduled paid work days with pay at the employees

scheduled hours (i.e. 8, 9, 10, **11** or 12 hours) in conjunction with the date of death and/or the date of the funeral. Funeral Leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work. The employee must attend the funeral or memorial service to receive Funeral Leave. The Company may allow other absences (vacation, etc.) in conjunction with Funeral Leave. The immediate family is defined as the father, mother, sisters, brothers, children, grandchildren, grandparents, and current: spouse, stepchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, and spouse's grandparents. The terms father and mother are not limited to the employee's natural or legal father or mother, but in the absence of a natural father or mother, shall include those persons considered by family, friends, and the community to bear such a relationship to the employee.

30.2 Funeral Leave for an extended family member of a full-time employee will be granted two (2) regularly scheduled paid work days with pay at the employees scheduled hours (i.e. 8, 9, 10, **11** or 12 hours). The employee must attend the funeral or memorial service to receive Funeral Leave. The Company may allow other absences (vacation, etc.) in conjunction with Funeral Leave. The extended family is defined as the nieces, nephews.

30.3 A death notice or other satisfactory proof of death will be required by the Company once the employee has returned to work. The employee must notify the Company that he will not be able to attend work because of the death. If the notice is not provided within two (2) weeks of the employee returning to work, a pay change must be submitted with some other form of authorized absence.

30.4 Funeral Leave is considered scheduled time worked.

## **ARTICLE 31 RUNNING SHOES AND BOOT REIMBURSEMENT**

31.1 The Company will provide the employee two (2) pair of running shoes per calendar year or the employee may elect annual reimbursements up to \$150 total per calendar year. In order to be reimbursed, the employee must provide receipts. The employee will not be allowed to combine Company-issued running shoes and reimbursement. Employees will be allowed to provide reimbursement receipts for running shoes throughout the calendar year so long as the allowed reimbursement total does not exceed the annual maximum.

31.2 The Company will provide the employee two (2) pair of boots per calendar year or the employee may elect annual reimbursements up to \$330 total per calendar year. To be reimbursed, the employee must provide receipts. The employee will not combine Company-issued boots and reimbursement. Employees will be allowed to provide reimbursement receipts for boots throughout the calendar year so long as the allowed reimbursement total does not exceed the annual maximum.

## **ARTICLE 32 TECHNOLOGICAL CHANGE**

32.1 In the event of any proposed change in equipment, material, and/or methods which may result in reduction in Bargaining Unit employees, the Company will advise the Union as

far in advance as **reasonably possible**, consistent with security requirements, and the matter shall be discussed by both parties. Recommendations will be made by the Union to the Company with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.

32.2 The Company recognizes their responsibility to their employees when it becomes necessary to affect any reductions in the workforce as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (i.e. retirement, voluntary resignation, death, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority rights.

### **ARTICLE 33 ENTIRE AGREEMENT**

33.1 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.

33.2 Therefore, the Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement. The Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining.

**33.3 The parties had the opportunity to meet jointly and negotiated in good faith. The parties agree and understand that all Letters of Agreement and/or Memorandums of Understanding regarding any matter are null and void except and only to the extent that such Letters of Agreement or Memorandums of Understanding were discussed and incorporated into this Agreement.**

## ARTICLE 34 VACATION

34.1 Vacation is accrued each work week on a pro-rata basis. The rounding of numbers may be necessary for accounting purposes, but it is not the intent that anyone should lose or gain vacation time due to the method of accrual. Vacation hours will be accrued using the following formula based on a **fifty-two (52)** week year.

1 through 4 years of continuous service	80 hours accrual	1.54 hours/week
5 through 9 years of continuous service	120 hours accrual	2.31 hours/week
10 through 14 years of continuous service	160 hours accrual	3.08 hours/week
15 through 28 years of continuous service	200 hours accrual	3.85 hours/week
29 or more years of continuous service	240 hours accrual	4.62 hours/week

34.2 Employees will be eligible to use their vacation once accrued. Vacation cannot be carried over in excess of two (2) years' accrual. Vacation hours may be used in hour increments and can be used in combination with other accrued leave. Employees may elect to take vacation leave in **forty (40)** hour increments (e.g. **5/8s, 4/10s or 4/11s** or 4/12s as applicable) without the need to supplement additional leave when scheduled to work an entire duty/shift cycle which would equal or exceed **forty (40)** hours. Employees may also elect to use accrued leave to cover all hours as scheduled (e.g. **5/8s, 4/11s** or 4/12s as applicable).

34.3 Employees may in December of each year, request pay in lieu of time off for vacation that will be accrued in the following year. Once the employee makes the irrevocable election to cash out part (or all) of the vacation, it may be paid out at any time during the year, so long as the hours have been earned. Any hours elected to be paid in lieu of vacation and not paid during the course of the year, will be paid out no later than the final pay period for that year. Pay in lieu of vacation will not be part of the overtime computation. Vacation hours carried over from the previous year will not be cashed out, unless the balance exceeds two (2) year's accrual. Employees cannot receive pay in lieu of vacation for Vacation Bank hours except as provided in this article.

34.4 Unused, earned vacation in excess of two (2) year's accrual will be paid no later than the final pay period for the year in which the employee exceeds the two (2) year maximum.

34.5 A terminating employee will be paid for all earned but unused vacation as of the effective date of termination minus any monies owed to the Company.

34.6 Vacation will be considered part of the overtime base in those instances where the employee takes the time off. Vacation in lieu will be excluded from the overtime base when payment is elected.

**34.7 Bargaining Unit members with approved vacation for the whole cycle will be exempt from forced overtime for the entire preceding break and the entire break after the approved vacation. The employee cannot cancel the scheduled vacation after the assignment of overtime on the third midnight excluding holidays.**

**34.8 Bargaining Unit members with approved vacation for the first two (2) days of a work cycle will be exempt from forced overtime on the preceding break and if that person takes vacation on the last two (2) days of the work cycle then they would be exempt from forced overtime on the break after the approved vacation. The employee cannot cancel the scheduled vacation after the assignment of overtime on the third midnight excluding holidays.**

## **ARTICLE 35 PROFICIENCY PAY**

35.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE-issued weapons and duty ammunition by successfully qualifying in accordance with current DOE Directives. Personnel are required to demonstrate this ability during semi-annual weapon qualifications and Tactical Proficiency Evaluation (TPE).

35.2 Each year, **Lieutenants (SPOFP / SPOI) and Sergeants (SPOFP and Canine)** shall state a preference (including Advanced Weapons Systems) requalification whether day to night or night to day. **The Dillon qualification will be conducted on the night to day qualification only.** Report times will be adjusted to maximize the available light while putting shooters on the range in the best weather conditions. The Company will schedule the employee's preference if available. If not available, seniority will be used.

**Effective October 9, 2022, the Company will schedule the employees' requalification without regard to preference, except for the Dillon, which will be scheduled as stated directly above. Report times will be adjusted to maximize the available light while putting shooters on the range in the best weather conditions.**

35.3 Lieutenant (SPOIII) and **Sergeant (SPOIII)** will conduct their day weapons qualification courses of fire for day on the same day and night weapons qualification courses of fire on the same night.

35.4 Lieutenant/**Sergeant (SPOFP/SPOI/SPOIII)** weapons qualification (excluding Headquarters/**relief** shift and LE/K9) will be scheduled outside of their normal scheduled shift. **Headquarters/relief shift may request to conduct weapons qualification outside their normal scheduled shift.**

35.5 Employees required to complete the physical assessment test during a Headquarters or Field Element Survey, review, audit, or other situation directed by DOE or Centerra, will receive a payment in the amount of \$250 if passed on the first attempt. Payment will be made the second pay period after passing.

35.6 Weapons Proficiency Pay will be paid semi-annually per the proficiency pay scales listed below based on qualifying on first attempt with handgun and rifle in day and reduced light. Payment of such proficiency pay will be during the first month after the qualification is completed. **As directed by the Company or DOE, personnel may be required to demonstrate proficiency by qualifying without prior notification. DOE may, at unannounced times and at random, select personnel, have them relieved, and instruct them to report to an approved range. In the event this should happen within the 10 CFR 1046 semi-annual qualification time line and meets the requirement for day and reduced light qualification, this assessment will count as the employee's semi-annual weapons qualification attempt. When a Lieutenant / Sergeant is required to complete a weapons requalification, they will be paid weapons proficiency pay in accordance with Article 35, for first attempts only.**

35.7 In the event DOE implements a new qualification standard, the Company will discuss in good faith with the Union the adjustments of percentages and scores prior to such change.

35.8 All Lieutenants currently assigned and assigned in the future to KAC will be required to maintain qualification with the M134 (Dillon). Current and future KAC SPO I Lieutenants will receive a semi-annual proficiency payment of \$100.00 upon successful completion of their M134 qualification. Current SPOIIs transitioning to SPOI's will be required to maintain their M134 qualification and will receive the \$100 proficiency payment through 12/31/20 for successful completion. However, the current SPOI's will not receive the Dillon proficiency pay after 12/31/20. The new SPOI will be eligible for the \$100 Dillon proficiency pay when the new SPOI wage rate catches up to the frozen SPOII wage rate.

**INCUMBENT SPO FP COMBINED BASIC RIFLE/HANDGUN  
QUALIFICATIONS COURSE OF FIRE PROFICIENCY PAY**

	<u>SCORE</u>	<u>PAYMENT</u>
Master	174-180	\$325
Expert	169-173	\$275
Sharpshooter	163-168	\$225
Marksman	156-162	\$175

**\*36 Total Rounds: Total points needed to qualify at 70% is 126.**

**INCUMBENT SPO I COMBINED BASIC RIFLE/HANDGUN  
QUALIFICATIONS COURSE OF FIRE PROFICIENCY PAY**

	<u>SCORE</u>	<u>PAYMENT</u>
Master	189-200	\$325
Expert	176-188	\$275
Sharpshooter	163-175	\$225
Marksman	150-162	\$175

**\*40 Total Rounds: Total points needed to qualify at 70% is 140.**

**INCUMBENT SPO III COMBINED RIFLE/HANDGUN  
QUALIFICATION COURSE OF FIRE PROFICIENCY PAY**

	SCORE	PAYMENT
Master	196-200	<b>\$325</b>
Expert	192-195	<b>\$275</b>
Sharpshooter	188-191	<b>\$225</b>
Marksman	184-187	<b>\$175</b>

\*40 Total Rounds: Total points needed to qualify at 90% is 180.

**SRT TACTICAL PROFICIENCY EVALUATION  
SRT TACTICAL OBSTACLE COURSE PAY**

	SCORE	PAYMENT
Master	86-90	<b>\$325</b>
Expert	82-85	<b>\$275</b>
Sharpshooter	77-81	<b>\$225</b>
Marksman	72-76	<b>\$175</b>

\*SRT TPE scores must be accomplished in 6 minutes or less to earn **proficiency pay**.

**ARTICLE 36 HOURS OF WORK AND OVERTIME PAY**

36.1 The Company and the Union recognize the need of the business may require overtime. Scheduling of work and minimizing overtime will be done to minimize the requirement for overtime. The Company shall have the right to assign employees to work overtime in order to meet mission requirements.

36.2 Overtime at the rate of 1-1/2 times an employee's regular base straight time wage rate will be paid to employees for all hours worked in excess of 40 hours in each work week. There shall be no compounding, duplicating or pyramiding of overtime for the same hours worked under any circumstances of any description.

36.3 If an employee is called in prior to the commencement of his normal shift, he shall be paid only for the hours actually worked.

36.4 The work week shall commence on Sunday at 1830 hours and end 168 hours later. Nothing herein shall be construed as guaranteeing any specified number of hours, work, or pay per week.

36.5 The workday is defined as the 24-hour time period commencing with the employee's regular starting time.

36.6 Employees are expected to work such additional time and/or overtime as may be necessary. The Company will schedule overtime fairly and equitably by using a roster based on the total hours worked each week and shall be offered to the employee with the lowest overtime hours and qualified within that classification. After all qualified and available personnel within the area have turned down overtime, then the Company shall follow the



overtime procedure. As a last resort, employees may be forced to work overtime to avoid dropping a post. Training, appointments, and physical training are not to be considered accumulated hours for the purpose of assigning overtime under this section. An employee shall not be required to take time off from their regular work schedule in order to offset overtime previously worked.

36.7 Employees who work on Sunday (Saturday night for Sunday shift and Sunday day shift) will be paid time and half (1 ½) for all hours worked. When hours eligible for Sunday premium coincide with FLSA overtime hours (all hours over 40), those hours will be paid at double time. When a Sunday falls on a holiday, the employee will not be entitled to both Sunday and holiday premium and will be paid in accordance with Article 27.2.

36.8 In the event of a site closure due to weather or other emergency, employees who are required to work and report to work on site will receive double (2x) time for all hours worked during the closure. Those employees who are required to remain at work for one of the above reasons will remain in a paid status until they are allowed to leave. Employees caught in a site emergency and are unable to exit the site will remain in a paid status at the location to be determined by supervision. In the event of a site closure, the Union President **or his/her designee** will be notified immediately. **In addition, the Company will timely brief the Union President and Business Agent of site and security plans during the site closure. See Letter of Agreement attached regarding "Site Closure" at Appendix A.**

36.9 All reasonable efforts will be made to conduct **the Psychological interview/test, training, and the Rockport Walk Fit test on their scheduled workday. All annual physical fitness qualification assessment, stress test and SRT training and SRT qualifications will be scheduled outside of the normal workday and the employee shall receive a minimum of four (4) hours pay. If an employee misses a regularly scheduled training day, then it may be re-scheduled on a weekday.**

36.10 All changes to compensation practices, as described in this CBA with respect to Lieutenants and Sergeants, will become effective **on the dates identified in the Appendix B Wage Schedules.**

## **ARTICLE 37 SEVERANCE PAY**

37.1 An employee who has been employed for more than one (1) year whose position is eliminated as a result of a reduction in force which is not due to an Act of God, national emergency, picketing or strike shall be paid severance pay in the amount of 1 (one) week for each completed year of employment, up to a maximum of 26 weeks, at the time of separation. Severance pay shall be paid at the employee's straight time hourly rate at the time (**forty-five (45) hours per week for Lieutenants permanently assigned to Headquarters shift at the time of separation**) of the reduction in force.

37.2 In cases where an employee is permanently disqualified from Protective Force duties as a result of an injury which qualifies for Medical Removal Protection and the Company cannot foresee a position for which the employee qualifies, or may be qualified within a short period of time in accordance **10 CFR 1046**, the Company may offer the employee severance

in exchange for the employee's resignation. Severance shall be paid at the employee's rate at the time of the disqualifying event calculated **at the employee's total base pay ["base pay" is forty-four (44) hours]** for Lieutenants and **Sergeants** assigned to Headquarters shift at the time of separation. Severance pay offered shall be 50% for the remaining weeks of any Medical Removal Protection pay benefits for which the employee shall be qualified at the time of permanent disqualification, less any payments due under Workers' Compensation.

37.3 Severance pay shall not be paid to any employee **in either of the following two (2) circumstances: (1) the employee is offered and accepts other employment with the Company, or its affiliates (sub-contractors) at SRS or (2) is offered other employment with the Company, or its affiliates (sub-contractors) at SRS in the United States.** Similarly, severance pay shall not be paid to any employee who is offered continuous employment with a substitute or successor Company. Severance pay shall not be paid to any person who either resigns, is terminated by the Company, or is receiving long-term disability.

37.4 An employee who has received pay under this provision and who is rehired/recalled from layoff will again be eligible to start earning additional service credit for severance pay beginning with the date of rehire.

37.5 At the time of a layoff or at the request of the Company, the Company will meet with the Union at least **thirty** (30) days in advance of a layoff to discuss an enhanced severance package for more senior Protective Force employees. It is understood that nothing herein requires the Company to offer an enhanced severance package.

## **ARTICLE 38 SICK LEAVE**

38.1 Sick leave absences shall only be taken for valid illness/injury, or medically required reasons which would preclude an employee from reporting to work in accordance with Company policies and procedures. A health care provider's medical excuse may be required for the employee. The Health Insurance Portability and Accountability Act (**HIPAA**) will not be violated.

38.2 Leave for employees shall be earned at a rate of 1.85 hours per completed week of active service up to a maximum of **ninety-six** (96) hours per year.

38.3 At the end of each calendar year, earned, unused sick leave hours may go into the Casual Sick Leave account, which has a cap of 240 hours, or the Hospital Sick leave account, which has no cap.

38.4 Hours paid under this article will be paid at the employee's current straight time hourly rate and will not go into the overtime base.

38.5 As a means to control the abuse of sick leave, it is agreed that:

- (a) An employee may elect to be reimbursed for any unused earned sick leave, limited to the current year's hours in excess of **forty-eight (48)**. This amount will be paid in the second pay period in the following calendar year. The current year's hours not paid may be banked, as directed by the employee, into his Casual or Hospital account;
- (b) Hospital sick leave may only be used as defined in Company policies and procedures.

38.6 Sick leave will not be used as a tool to determine promotions, discipline and/or transfers.

38.7 Sick leave can be used for immediate family members (legally dependent children, spouse and infirm parents) without the need for a written medical excuse unless it exceeds one (1) day or it appears to supervision that there is abuse.

### **ARTICLE 39 ANNUAL CONTRIBUTION 401K PLAN**

39.1 During the term of this Agreement, the Annual Employer Contribution to the 401(k) Plan for Bargaining Unit employees shall remain in effect.

39.2 The Company will deposit the annual employer contribution no later than March 15 of each year.

39.3 Effective January 1, **2021**, the Company shall contribute 3.5% of total eligible salary for the year **or the following amount for each year of the Collective Bargaining Agreement as specified, whichever is greater:**

**2021: \$4,300**  
**2022: \$4,400**  
**2023: \$4,500**  
**2024: \$4,600**  
**2025: \$4,700**

on behalf of each eligible participating employee, and will continue to provide a 401(k) weekly match of **six percent 6%**, in accordance with the plan document.

39.4 During the term of this Agreement, a 401(k) Plan for employees shall remain in effect. Employees are subject to the Rules and Regulations of the Plan.

39.5 Any changes to the terms of this article and/or change of administration of the Plan will be discussed with the Union President prior to implementation.

## **ARTICLE 40 INSURANCE, HOSPITALIZATION, MEDICAL/DENTAL AND BRIDGE MEDICAL BENEFIT**

40.1 The Company shall provide full-time eligible employees with a group insurance plan including Hospital, Medical, Life and AD&D insurance, Dental, Vision, Short- and Long-Term Disability Benefits. Full-time eligible employees, at their election, may subscribe to dependent coverage that includes Hospital, Medical, Vision and Dental coverage. Dependent life insurance is also available, and the cost of insurance premium shall be made by payroll deduction unless the Company approves other arrangements. The employee portions of all premiums are defined in the Annual Benefits Open Enrollment Plan. **For Hospital and Medical insurance premiums, the employee's contribution will be 16% and the dependents' contribution will be 21% through December 2021. Each year, premiums may be adjusted during open enrollment based on usage data. If premiums increase in a year, the employee / dependent contribution of the premium may also increase, but not more than 1% for that year (i.e. 16% to 17% for employees and 21% to 22% for dependents). If premiums remain the same or decrease, the employee and dependents contribution will not increase.**

40.2 Effective on January 1, 2021, the Company will provide the insurance plan, Plan 57M, to employees.

40.3 The Company will provide a Bridge Medical Insurance Plan. The Company agrees not to increase the employee's portion of the total premium during the term of this Agreement. The employee contribution will be 20% of the total premium for the Hospital, Medical, Vision coverage to eligible employees. Insurance coverage will be the same as active employees. Access to the Bridge Medical Plan will be available to one (1) dependent of the retiree for 80% of the cost of the total premium. Eligible retirees age 55 with 20 years of service [example - if an employee retires and is 55 and has worked 19 years at retirement, the employee is not eligible for Bridge Medical; if an employee retires and is 55 and has worked 21 years at retirement, the employee is eligible for Bridge Medical]; or eligible retirees age 60 with 10 years of service [example – if an employee retires and is 60 and has worked 9 years at retirement, the employee is not eligible for Bridge Medical; if an employee retires and is 60 and has worked 11 years at retirement, the employee is eligible for Bridge Medical]; are eligible for Bridge Medical. Coverage for both the employee and dependent ceases at employee's age 65. Eligible employees apply for Bridge Medical using the form attached at Annex C.

## Summary of New Medical Cost Sharing Plan Proposal

Plan 57M	In Network	Out of Network
Individual/Family Deductibles	\$100 person \$200 family	\$100 person \$200 family
Out of Pocket Maximum	<b>\$1000 Individual \$2000 Family (No one family member will incur a cost greater than \$1000)</b>	
Medical Coinsurance:	10%	30%
Emergency Care Emergency Room	\$175 Copay <b>(waived if admitted)</b>	\$175 Copay <b>(waived if admitted)</b>
Ambulance	10% (no deductible) <b>(waived if admitted)</b>	30% (no deductible) <b>(waived if admitted)</b>
Urgent Care	\$50 Copay	30% after Deductible
Inpatient Hospital	\$200 Copay	30% after Deductible
Outpatient Services Outpatient Surgery Diagnostic tests Imaging	\$150 Copay 10% (no deductible) \$75 Copay	30% after deductible 30% (no Deductible) 30% after deductible
Office Visits Preventive Care <b>LiveHealth Online Mobile</b> Primary Care Physician Specialist	No Charge <b>No charge</b> \$15 Copay \$30 Copay	30% (no Deductible) <b>N/A</b> 30% after deductible 30% after deductible
Retail Drugs Generic Brand	20% after deductible 20% after deductible	Not Covered Not Covered
Mail Order Drugs Generic Brand	20% after deductible 20% after deductible	Not Covered Not Covered

**Services that require a copay will not be subject to co-insurance  
Deductibles, copays and all co-insurance are applied to the out of pocket maximum**

**40.4** Employees at their option may purchase additional Life AD&D insurance. The cost of premiums will be made by payroll deduction unless other arrangements are approved by the Company.

**40.5** The Company provides an Employee Assistance Program (EAP) which is confidential and independent. Full-time eligible employees and their dependents who self-refer will have access to evaluation, short-term counseling, referral, training and follow-up services through a confidential and independent EAP and will not be used as form of discipline.

**40.6** Employees and dependents are subject to the eligibility rules and regulations of the plans.

## ARTICLE 41 GENERAL PROVISIONS

41.1 Should termination of DOE clearance for an employee's access authorization occur, the Company will terminate the employee's employment immediately. Should an employee's DOE clearance be suspended the employee will remain on the payroll and may be reassigned, as necessary. Should the employee's clearance suspension exceed 120 days, the employee may take administrative leave without pay up to an additional 245 days. If the clearance is not reinstated by the end of the additional 245 days, the employee will be terminated.

41.2 It is acknowledged that employees on duty may eat on Company time, so long as it does not interfere with their duties.

41.3 Before making revisions to Work Rules and/or conditions of employment, including but not limited to, hours of training and overtime criteria during the life of this Agreement, the Company will discuss in good faith the revisions with the Union prior to the change.

41.4 Temporary **Shift swaps/trading days** may be considered and approved so long as there is no additional cost to the Company, **and** job qualification requirements are met, and are approved by Captain or higher. **The Company will not unreasonably deny a request.**

41.5 Assignments by the Company to perform work at other DOE facilities will be determined by qualification, site seniority and classification. The employee's hourly wage rates shall apply.

41.6 No representative of the Company will open an employee's properly secured locker or properly identified Company-issued bags unless the employee and Union Representative is/are present, and the Company has cause that the employee has contraband. When the employee is not available, a Company representative and Union Representative must be present, or the affected employee must be notified and asked if another Bargaining Unit member can enter their locker/bag.

41.7 Employees who are restricted due to lack of HRP certification may remain in their assigned area, **perform administrative duties and / or** the Company may **assign** the employee to other duties that the employee can perform, if their clearance/HRP permits.

**41.8 During off shift, Lieutenants must make contact with the on-duty Site Commander and/or Monday – Friday days the on-duty Area Captain/Major/Chief to report any absence from work as soon as possible prior to the Lieutenant's shift start time. The Lieutenant is personally responsible to make contact and report the absence with the on-duty Site Commander and/or Monday – Friday the on-duty Area Captain/Major/Chief. The Lieutenant is not required to disclose HIPAA information during this notification.**

**Sergeants must make contact with the on-duty Lieutenant and report any absence from work as soon as possible prior to the Sergeant's shift start time. The Sergeant is personally responsible to make contact with the on-duty Lieutenant. The Sergeant is not required to disclose HIPAA information during this notification.**

**41.9** Employees must notify the Workforce Services Department promptly of any changes in their personal or family status, i.e., marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This notification must be in writing on **the appropriate** form. Failure to report changes which affect insurance coverage will result in the employee reimbursing the Company for premiums which are not recoverable from the insurance carrier.

**41.10** Employees shall notify the Company of changes in their life insurance beneficiary (i.e. change in marital or other personal status).

**41.11 Lieutenants/Sergeants** will notify their **on-duty** Area Captain/Major/Chief Monday-Friday and the **on-duty Site Commander** on the off shift by the next scheduled workday of any expiration, revocation or suspension of their state driver's license. This notification may be made either verbally or in writing.

#### **41.12 Donated Leave**

(a) Donated leave may only be requested if the employee is caring for a spouse or child in the event of a medical emergency, or needs extended time off following the death of a parent, spouse, or child. A medical emergency is defined as a major illness or other medical condition (e.g. heart attack, cancer, etc.) that requires a prolonged absence from work, including intermittent absences that are related to the same illness or condition.

(b) Requests for leave donation should be sent through the employee's Manager and Director to the Workforce Services Department. Requests must have the anticipated time of absence and the reason(s) for the absence. Employees receiving donated Vacation and Personal Day hours must use all of their available leave time (i.e. VL, PD, SL and/or CS) before during donated leave, but may make a request for leave donations when their total leave balance does not exceed **forty (40)** hours and the absence is projected to last more than two (2) weeks. Employees are only permitted to make a direct donation in hourly increments to the requestor, which will be added to the requestor's leave balance immediately upon processing and will not be returned to the donor under any circumstance. Donations from IGUA employees to the employees will be direct donations.

**41.13 Corrective Counseling: Lieutenants and Sergeants will initiate and administer corrective counseling to subordinate SOs and SPOs since it is not discipline.**

**41.14 If the Captain or higher determines discipline is required, a NOPDA will be prepared by the Captain or higher, and when designated, the Lieutenant will issue the NOPDA to the SO and/or subordinate SPO.**

**41.15 Bargaining Unit employees do not have the authority to change, modify, or amend the Collective Bargaining Agreement without written authorization from the Union Executive Board.**

## **ARTICLE 42 DURATION**

42.1 This Agreement becomes effective upon ratification and will continue in full force and effect until November 1, **2025**, unless either party receives written notice from the other party, not less than **sixty (60)** days nor more than **ninety (90)** days, immediately prior to the expiration date, of its intention to amend, modify or terminate this agreement, provided that no strike or stoppage of work shall take place after such expiration dates of this Agreement unless the Union, in writing, notifies the Company at least **seventy-two (72)** hours prior to any contemplated strike or stoppage. In the event a new Agreement is not agreed to by the termination date, the Agreement may be extended by written agreement by the IGUA Local 159 negotiating committee and the Company. In the event the Company shall cease to operate security services at the SRS, this contract shall automatically terminate, and the rights and obligations of both the Union and the Company hereunder shall automatically cease.

## **ARTICLE 43 INCENTIVE PAY FOR BARGAINING UNIT POSITIONS**

**43.1 Qualified Lieutenants and Sergeants who participate as OPFOR will be paid \$50.00 when participating in PTAD/DOE Force-on-Force (FoF) exercises, regardless of the number of scenarios during a given FoF. Payments for OPFOR and qualified event Lieutenant and Sergeants will be made within the first month after the event.**

## **ARTICLE 44 AREA ASSIGNMENT/REASSIGNMENTS**

**44.1 Employees may request changes in area assignments. Requests will be granted provided a vacancy exists, there would be no impact on the vacated area, and the employees have the qualifications/certifications to perform the work. Employees on restricted duty for failure to meet the qualifications are not eligible for voluntary reassignment. Once reassignment is granted, the employee cannot request reassignment for six (6) months unless mutually agreed to between the employee and the Company.**

**44.2 Assignments to operational areas (SRT and LE/Canine) will be determined based on vacancy in the Company's discretion and selected by seniority and qualification/certification. Assignments to operational areas (i.e. H/T/L, KAC, PPD) will be determined based on vacancy in the Company's discretion and selected by seniority and qualification.**



# APPENDIX A – LETTER OF AGREEMENT REGARDING SITE CLOSURE



## MEMORANDUM

TO: C. Smith  
FROM: *M. Robinson*  
M. Robinson

DATE: 10/28/20

DIV/AREA:

SUBJECT: LETTER OF AGREEMENT – SITE CLOSURE

This non-precedent setting, Letter of Agreement (LOA), is established to address "site closure" in Article 36.8 of the IGUA Local 159 Collective Bargaining Agreement (CBA). The parties have discussed "site closure" during bargaining. There is a pending arbitration which will address site closure. The parties have agreed to wait for the arbitration decision to determine whether to further address Article 36.8. Either party may request to bargain Article 36.8 after the arbitration decision. Both parties must agree to bargain. The parties further agree that the current Article 36.8 remains current contract language until / unless the parties mutually agree to further bargain after the arbitration decision.

Your signature below indicates acknowledgement of this agreement. If you have any questions or need additional information, please contact Ray Smith (2-7504).

*D. Mark Bolton*  
\_\_\_\_\_  
Centerra-SRS General Manager  
*Anthony J. Smith*  
\_\_\_\_\_  
IGUA Local 159 Representative  
*[Signature]*  
\_\_\_\_\_  
IGUA Local 159 Representative

*10/28/2020*  
\_\_\_\_\_  
Date  
*10/28/2020*  
\_\_\_\_\_  
Date  
*10/28/2020*  
\_\_\_\_\_  
Date

cc: N. Duckett      H. Holland      C. Shaver      B. Frischmann  
    C. Maile        R. Smith        J. Abbott      D. Deal  
    S. Buchanan    B. Mitchell    J. Stevenson   File 3710

Mission First...People Always!

## APPENDIX B WAGE SCHEDULES

SPO Fixed Post (SPOFP) Sergeant Rate					
Percentage	3.00%	3.00%	3.00%	3.00%	3.00%
Status	12/28/2020	12/27/2021	12/26/2022	12/25/2023	12/23/2024
First 12 Months	31.17	32.11	33.07	34.06	35.08
Next 12 Months	33.04	34.03	35.05	36.10	37.18
Next 12 Months	34.95	36.00	37.08	38.19	39.34
Next 12 Months	36.69	37.79	38.92	40.09	41.29
Next 12 Months	38.89	40.06	41.26	42.50	43.78

SPO III and K9 Sergeant Rate					
Percentage	3.00%	3.00%	3.00%	3.00%	3.00%
Status	12/28/2020	12/27/2021	12/26/2022	12/25/2023	12/23/2024
First 12 Months	32.53	33.51	34.52	35.56	36.63
Next 12 Months	34.46	35.49	36.55	37.65	38.78
Next 12 Months	36.44	37.53	38.66	39.82	41.01
Next 12 Months	38.26	39.41	40.59	41.81	43.06
Next 12 Months	40.56	41.78	43.03	44.32	45.65

Lieutenant Fixed Post Readiness Rate					
Percentage	3.00%	3.00%	3.00%	3.00%	3.00%
Status	12/28/2020	12/27/2021	12/26/2022	12/25/2023	12/23/2024
First 12 Months	32.32	33.29	34.29	35.32	36.38
Next 12 Months	34.25	35.28	36.34	37.43	38.55
Next 12 Months	36.30	37.39	38.51	39.67	40.86
Next 12 Months	38.49	39.64	40.83	42.05	43.31
Next 12 Months	40.79	42.01	43.27	44.57	45.91

SPO I Lieutenant Rate					
Percentage	3.00%	3.00%	3.00%	3.00%	3.00%
Status	12/28/2020	12/27/2021	12/26/2022	12/25/2023	12/23/2024
First 12 Months	35.26	36.32	37.41	38.53	39.69
Next 12 Months	37.36	38.48	39.63	40.82	42.04
Next 12 Months	39.59	40.78	42.00	43.26	44.56
Next 12 Months	41.98	43.24	44.54	45.88	47.26
Next 12 Months	44.50	45.84	47.22	48.64	50.10

SPO II and SPO I Specialty Lieutenant Rate					
Percentage	3.00%	3.00%	3.00%	3.00%	3.00%
Status	12/28/2020	12/27/2021	12/26/2022	12/25/2023	12/23/2024
First 12 Months	36.30	37.39	38.51	39.67	40.86
Next 12 Months	38.48	39.63	40.82	42.04	43.30
Next 12 Months	40.80	42.02	43.28	44.58	45.92
Next 12 Months	43.24	44.54	45.88	47.26	48.68
Next 12 Months	45.84	47.22	48.64	50.10	51.60

SPO III					
Percentage	3.00%	3.00%	3.00%	3.00%	3.00%
Status	12/28/2020	12/27/2021	12/26/2022	12/25/2023	12/23/2024
First 12 Months	37.39	38.51	39.67	40.86	42.09
Next 12 Months	39.63	40.82	42.04	43.30	44.60
Next 12 Months	42.01	43.27	44.57	45.91	47.29
Next 12 Months	44.53	45.87	47.25	48.67	50.13
Next 12 Months	47.20	48.62	50.08	51.58	53.13

- (a) The Job Seniority date will be used to determine each step progression. Advancement to each subsequent step will be the Monday following the anniversary of the Job Seniority date.
- (b) **All SPOII Lieutenants assigned to KAC will immediately be converted to SPOI and will be required to maintain the Basic Readiness Standard (BRS) qualifications from that time forward. All Current SPOIIs on the ratification date will receive the pay increase on the “SPOII and SPOI Specialty Lieutenant Rate” schedule effective 12/28/20. All current SPOIIs on the ratification date will transition to SPOI status effective on November 1, 2020 and be subject to the Basic Readiness Standard effective on November 1, 2020. After the 12/28/20 wage increase, the Company will freeze the employees’ compensation until the time the grade equals the SPOI Lieutenant Rate scale. After 12/28/20, the “SPOII and SPOI Specialty Lieutenant Rate” schedule will be retitled “SPOI Specialty Lieutenant Rate”. No SPOII**

**Lieutenant would lose pay due to this conversion. All current and new SPOI Lieutenants assigned to KAC will maintain qualification with the Dillon and all other qualification in accordance with then current DOE Orders and CFR's.**

- (c) UPPSR employees who are reassigned to a IGUA position will move to the step in the wage schedule which will equate to at least a 3% increase in the SPO hourly rate, excluding longevity not to exceed the top of the range, **effective as stated in the specific promotion letter**. The employee will be frozen at that step until the time-in-grade equals the chart.

Upon the promotion of a UPPSR employee to an IGUA SPOIII Sergeant's position which would pay more than incumbent IGUA SPOIII Sergeants, those IGUA SPOIII Sergeants will automatically be moved to the same step as the new Sergeant and frozen at that step until time-in-grade equals the chart.

- (d) IGUA employees who are reassigned to a classification with a higher rate of pay will move to the step in the wage schedule for that classification which will equate to at least a 3% increase in the hourly rate, excluding longevity pay not to exceed the top of the range, effective the next pay period. The anniversary date for the next step progression will be one (1) year from the date of reassignment.
- (e) Employees who are voluntarily reassigned to a classification with a lower rate of pay will move to the same step wage scheduled for that classification. Their pay will be adjusted effective the next pay period. Employees who are involuntarily permanently reassigned to classification **with** a lower rate of pay will move to the same step in the wage schedule for that classification. Their pay will be adjusted over a **sixty (60)** day period. The anniversary date for the next step progression will be one (1) year from the date of reassignment.
- (f) Shift Differential rate of \$1.00 per hour will be given for night shift for eligible employees. SPOI Sergeants who are assigned to day shift will be eligible for shift differential for all hours worked prior to 0630 hours. If the hours worked are paid at overtime, the differential on those hours will be paid at \$1.50 per hour.
- (g) Beginning the first pay week of an employee's 15<sup>th</sup> year of service, a longevity pay **increase** will be given **consistent with the chart below**. **The parties agree that there will not be any retroactive pay under this provision.**

<b>Years of Service</b>	<b>Hourly Rate Increase</b>
<b>15</b>	<b>\$0.05</b>
<b>20</b>	<b>\$0.10</b>
<b>25</b>	<b>\$0.15</b>
<b>30</b>	<b>\$0.20</b>
<b>35</b>	<b>\$0.25</b>

- (h) **There will be five (5) SPOFP positions in the PPD Barricades. Within thirty (30) days after the CBA ratification, the Union will identify those Lieutenants interested in reducing to the SPOFP positions. The Company and the Union will discuss the individuals identified and the staffing issues to determine whether any of the individuals identified will be placed in one (1) of the five (5) positions. Medical issues as identified by PPMD will be considered first and seniority will be considered second. There may be a staggered transition beyond 12/31/20. The five (5) positions will remain available through December 31, 2020. If any of the five (5) positions remain unfilled on December 31, 2020, then that unfilled position is no longer available to be filled. If all five (5) of the positions are filled, the Company decides which employee fills the Headquarters/administrative position.**
- (i) Lieutenants who are assigned to Headquarters shift will be permitted to work a minimum of **forty-four (44)** hours each week.

APPENDIX C



BRIDGE MEDICAL ENROLLMENT FORM

Name: \_\_\_\_\_

Site ID: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Date of Termination: \_\_\_\_\_

Bridge Medical Eligibility

BU-Age 55 or older with 20 years of service; or Age 60 with 10 years of service

PF Qualifying Personnel- Age 55 or older with 20 years of service; or Age 60 with 10 years of service

NBU-Age 62 or older with 25 years of service

Does employee meet Bridge Eligibility Requirements:

Y/N Terminated for cause

Employee Category:

Length of Service: 0.0

Age Requirement 0.0

I wish to continue to my medical insurance through the Bridge Medical plan.

Yes or No

I wish to enroll in the following coverage:

Employee Only

or

Employee plus 1 Dependent

I understand that my bridge medical coverage ends for both the employee and dependent at age 65.

I understand that payment is due by the 1st day of the month, if payment is not received by the 10th day, your insurance will be cancelled and reinstated. Payments can be made via Personal Check, Bank Check or Money Order.

As set forth in the Collective Bargaining Agreement between Centerra-SRS and IGUA Local 159 date, November 1, 2020, premiums are based on the current total Company premium.

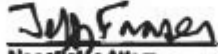
Employee Only	20% of total premium
Plus One	80% of total premium

If I no longer need or want the Bridge Medical Insurance, please call the Benefits Section at (803) 952-7547.

Signature: \_\_\_\_\_

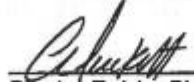
Date \_\_\_\_\_

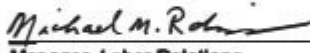
IN WITNESS WHEREOF, the parties have caused their representatives to sign the Agreement as full acknowledgement of their intention to be bound by the Agreement.

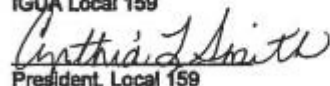
For:  
Centerra-SRS  
  
Negotiator Attorney

  
Director, Tactical Force Operations

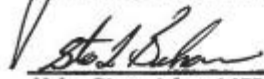
  
Director, Security Operations

  
Director, Training Division

  
Manager, Labor Relations

For:  
IGUA Local 159  
  
President, Local 159

  
Business Agent, Local 159

  
Union Stewart, Local 159

  
Union Member, Local 159

  
Assistant, Local 159



12 HOUR SHIFT ROTATION SCHEDULE - FY 2021

FY-21

Oct-20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	O	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D	D
B Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O
C Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
D Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O

Nov-20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D
B Shift	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	D	D	O	O	N	N	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O

Dec-20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Shift	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	
B Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O
C Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	
D Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2021

	H																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Jan-21	H																	
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	D	D	D
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O

Feb-21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O	O	O	O
C Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	O	O	O	O	O

Mar-21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D
D Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O

D = DAYS N = NIGHTS O = OFF H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2021

		H																													
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Apr-21		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	N	N	O	O	D	D	O	
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	

		H																													
		31	M	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	
May-21		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
A Shift	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	
B Shift	O	O	N	N	N	N	N	O	O	O	O	D	D	O	O	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D	O
C Shift	D	D	O	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	
D Shift	O	O	D	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O

		H																													
		31	M	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	
Jun-21		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	
A Shift	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	
B Shift	O	O	O	N	N	N	N	N	O	O	O	O	D	D	O	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D	O
C Shift	D	D	D	O	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	
D Shift	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY



12 HOUR SHIFT ROTATION SCHEDULE - FY 2022

FY-22

Oct-21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D
B Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O
C Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N
D Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O

Nov-21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	
A Shift	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O

Dec-21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
B Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	N	N
C Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	O	D	D	D	O	O
D Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2022

	H																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Jan-22	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
DAYS	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	N	N	N	O
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	N
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	O
D Shift	O	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D

Feb-22	T	W	O	O	F	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
DAYS	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	O	O	D	D	D	O	O	O	O	O	D	D	O	O	O	D	O
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	D	D	O	O	O	
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	O	O	O	O	D
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	D	
D Shift	O	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	

Mar-22	T	W	N	N	F	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
DAYS	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	D	D	D	D	O	O	O	O	D	D	D	D	O	O	O	O	O	O	O	O	
A Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	O	O	O	O	D
B Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	D
C Shift	O	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	D
D Shift	O	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	D

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2022

	H																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Apr-22	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
DAYS	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O	O
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	N	N	N	N	O	O	O	O	N	N
D Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	N	N	N	N	O	O	O	O	N	N

	H																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
May-22	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
DAYS	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	N	N	O	O	D	D
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	N	N	N	N	O	O	O	O	N	N	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	N	N	N	N	O	O	O	O	N	N	O
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O	O	O	N	N

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Jun-22	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
DAYS	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	N	N	O	O	O	
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	N	N	N	N	O	O	O	O	N	N	O
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O	O	O	N	N

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY





12 HOUR SHIFT ROTATION SCHEDULE - FY 2023

FY-23

Oct-22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
A Shift	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O
B Shift	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	
C Shift	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	N	O	O	O	O	D	D	O	O	
D Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	

H H

Nov-22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
B Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
C Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O
D Shift	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O

H H

Dec-22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N		
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O	O	O	
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O
D Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	

D = DAYS N = NIGHTS O = OFF H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2023

	H																																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
Jan-23	<b>H</b>	<b>I</b>																																			
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T						
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	D	N	N	N	N	O	O	O	O	O	D	D	O	O	O	O	O	N	N	N					
B Shift	O	N	N	N	N	O	O	O	N	O	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	D	D	O	O	O	O	O	O	O			
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	O	O	D	D			
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O		

Feb-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28									
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T									
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	O	O	O	O		
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O	O	O	O	O	O	
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	O	
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	O	O

Mar-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F						
A Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	O	O	
B Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	O	O	O	O	O	O
C Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	O	N	N	N	N	O	O	O	O	O
D Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	O	O	O	O	N

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY



12 HOUR SHIFT ROTATION SCHEDULE - FY 2023

	H																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Jul-23	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
A Shift	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
B Shift	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N
C Shift	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
D Shift	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D

	H																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Aug-23	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Shift	O	D	D	D	O	O	D	D	O	O	N	N	N	O	O	O	N	N	N	D	D	O	O	O	D	D	O	O	N	N	O	O
B Shift	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	D	D	O	O	O	D	D	O	O	N	N	N	N
C Shift	O	N	N	N	N	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	D	O	O	N	N	O	O
D Shift	D	O	O	O	O	N	N	N	O	O	O	D	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	

	H																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
Sep-23	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
A Shift	O	O	D	D	D	O	O	D	D	O	O	N	N	N	O	O	O	N	N	N	D	D	O	O	O	D	D	O	O	N	N	N
B Shift	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	D	D	O	O	O	D	D	O	O	N	N	N	N
C Shift	O	O	N	N	N	N	O	O	O	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	O	O	N	N	O	O
D Shift	D	O	O	O	O	N	N	N	O	O	O	D	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	

D = DAYS N = NIGHTS O = OFF H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2024

FY-24

Oct.23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	N	N	N
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	D	D	D	O	O	O	O
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D
D Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	D	O	O	O	N	N	N	O	O	O	O

Nov.23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	N	N	N	O	O	N	O

Dec-23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O
B Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D
C Shift	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O
D Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2024

	H																														
Jan-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	O	D	D	D	O	O	O
B Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	N	N	N	O	O	O	O	D	D	O
C Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	D	O	O	O	N	N	N	N	O	O	O
D Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	N	N	N

Feb-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	
DAYS	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Shift	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	O
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O

	H																														
Mar-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	D	D	O
B Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	O	O	O
C Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	N	N	N
D Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	N	O	O	O	D	D	D	O	O	O	O

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2024

Apr-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D
B Shift	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	O	O	N
C Shift	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N
D Shift	O	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O

May-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A Shift	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O
C Shift	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O

Jun-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
A Shift	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	
B Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	O	D	D	D	D	O	O	O	N	N	
C Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	D	D	D	O

D = DAYS N = NIGHTS O = OFF H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2024

		H																														
Jul-24		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	M	T	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
A Shift	O	O	D	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O
B Shift	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	N	N	O	O	D	D	O	O	O	O	N	
C Shift	O	O	N	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	O	N	N	O	O	O	O	O	O	D	D	O	
D Shift	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	D	O	O	N	N	N	N	N	O	O	O	D	

		H																														
Aug-24		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	F	S	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O
B Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	N	N	O	O	D	D	O	O	O	O	N	
C Shift	O	O	O	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	O	N	N	O	O	O	O	O	O	D	D	O	
D Shift	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	D	O	O	N	N	N	N	N	O	O	O	D	

		H																														
Sep-24		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M		
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	D	D	O	
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	N	N	O	O	D	D	O	O	N		
C Shift	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	O	N	N	O	O	O	O	O	D	D	O	
D Shift	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	D	O	O	N	N	N	N	N	O	O	D	

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY



12 HOUR SHIFT ROTATION SCHEDULE - FY 2025

FY-25

Oct-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	O	O	N	O	O	O	D	D	D	D	O	O	O	O	N
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	O	N	N	O	O	O	O	O	O	D	D	O	O
C Shift	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	O	O	D	O	O	O	N	N	N	N	O	O	O	O	D
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	D	O	O	O	O	N	N	N	O	O

Nov-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	
B Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	O	O
C Shift	D	D	O	O	O	O	O	N	N	N	O	O	O	O	D	D	O	O	D	O	O	O	O	N	N	N	O	O	O	O	N
D Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O

Dec-24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
A Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	O	O
B Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	O	O	O	D	O	O	O	N	N	N	N	O	O	O	O	D
C Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	D	D	D	D	O	O	O	O	O	N
D Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2025

	H																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Jan-25	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	
DAYS	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A Shift	O	O	N	N	N	N	O	O	O	F	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	O	D	D	D	O	O	
B Shift	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	O	O	O	O	O	O	N	N	N	O	O	O	O	O	O	D	O
C Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	O	N	N	N	O	O
D Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	D	O	O	O	O	N	

Feb-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28				
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F				
A Shift	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	O	D	O	O		
B Shift	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	O	O	O	O	O	O	N	N	N	O	O	O	O	O	
C Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	N	N	O	O
D Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N

Mar-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
DAYS	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M		
A Shift	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	O	
B Shift	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	O	O	N	N	N	O	O
C Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	
D Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	D	

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2025

	H																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Apr-25	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	30
DAYS	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O
A Shift	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	
B Shift	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O
C Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	
D Shift	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	

	H																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
May-25	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
DAYS	O	O	D	D	D	D	O	O	O	D	D	D	D	O	O	O	O	O	D	D	D	D	O	O	O	D	D	D	D	O	O
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	O
B Shift	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	N
C Shift	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	N
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	O

	H																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Jun-25	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
DAYS	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	D	D	D	O	O
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	
B Shift	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	N
C Shift	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	N
D Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	O

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY

12 HOUR SHIFT ROTATION SCHEDULE - FY 2025

	<b>H</b>																														
Jul-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Shift	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	O	O	N
B Shift	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O
C Shift	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	D	D
D Shift	O	D	D	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O

Aug-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
DAYS	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A Shift	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	N	
B Shift	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	D	D	D	O	O	O
C Shift	D	D	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	O	N	N	N	O	O	O	O	D
D Shift	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	D	O	O	O	N	N	N	O	O	O

	<b>H</b>																														
Sep-25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	
A Shift	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	O	D	D	D	O	O	O	O	
B Shift	O	O	O	N	N	N	N	O	O	O	O	D	D	D	O	O	O	O	N	N	N	O	O	O	O	D	D	D	O	O	
C Shift	D	D	O	O	O	O	O	N	N	N	N	O	O	O	O	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	D
D Shift	O	O	D	D	D	D	D	O	O	O	O	N	N	N	O	O	O	O	D	D	D	D	O	O	O	N	N	N	O	O	O

D = DAYS    N = NIGHTS    O = OFF    H = HOLIDAY





and



**LOCAL 159**

J-8-166

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## SECTION J, ATTACHMENT J-10

### Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract No. 89303323DEM000088 for the (Contract) dated January 12, 2023, by and between the Government and Centerra Group, LLC (contractor), the undersigned, (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at Reston, Virginia, hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract;
- (b) The full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of:

- (a) The reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party;
- (b) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or
- (c) The assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

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Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding on any successor(s) to its interests regardless of:

- (a) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (b) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.



Savannah River Site Paramilitary Security Services  
Solicitation No. 89303318REM000015

Section J

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

March 25, 2019  
Date

Constellis, LLC  
Name of Corporation



Timothy Reardon, Chief Executive Officer  
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

A handwritten signature in cursive script, appearing to read "T. Reardon".

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

County/City of Fairfax  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 25th day of March, 2019,  
by Timothy Reardon  
(name of person seeking acknowledgement)  
Notary Public  
My Commission Expires: 30 JUN 2022



J-10-3

J-10-3

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**SECTION J, ATTACHMENT J-11**  
**GUIDANCE FOR PREPARATION OF EMPLOYEE CONCERNS PROGRAM**  
**(ECP) IMPLEMENTATION PLAN**

The Contractor should use DOE G 442.1-1, Department of Energy Employee Concerns Program Guide, when preparing an Employee Concerns Program (ECP) Implementation Plan.

The Department of Energy (DOE) recognizes that free and open expression of DOE Federal and contractor and subcontractor employee concerns is essential to safe and efficient accomplishment of DOE's missions. DOE employees and any contractor or subcontractor fulfilling DOE's mission have the right and responsibility to report concerns relating to the environment, safety, health, or management of Department operations. The guide provides methods of implementing requirements of DOE O 442.1. Does not cancel/supersede other directives.

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## SECTION J, ATTACHMENT J-12

### GUIDANCE FOR PREPARATION OF EQUAL OPPORTUNITY PROGRAM

The Contractor should use DOE O 311.1B, Equal Employment Opportunity and Diversity Program, as a guide when preparing an Equal Opportunity program. The Order provides a centralized, comprehensive source of information for DOE/NNSA employees and applicants regarding the requirements of the Department's equal employment opportunity and diversity program.

The Contractor's program shall incorporate federal and state laws as applicable, and comply with 29 CFR 1600-1699, Equal Employment Opportunity Commission, requirements as applicable.

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## SECTION J, ATTACHMENT J-14

### SENSITIVE FOREIGN NATIONS CONTROL

In accordance with Section I contract clause DEAR 952.204-71, "Sensitive Foreign Nations Controls," this Attachment sets forth the requirements the contractor shall comply with under this contract. (Reference DOE Order 142.3A Chg 1 (MinChg), or superseding directives.)

Foreign National access to DOE sites, programs, information and technologies will be approved provided the access is needed to support objectives of DOE and/or objectives of U.S. national interests.

#### 1. **Definitions**

**Assignee** – A foreign national who has been approved to access a DOE site, information, or technology for a period of more than 30 consecutive calendar days.

**Foreign National** – A person born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

**Host** – The DOE or DOE contractor employee responsible for the day-to-day activities associated with the visit or assignment.

**Indices Checks** – A procedure whereby a request is made to appropriate U. S. Government agencies to determine whether information exists on a particular foreign national.

**Legal Permanent Resident (LPR)** – One who has the right to reside permanently and work in the United States. An LPR may also be known as a permanent resident alien or Green Card holder.

**Nonsensitive Country National** – A foreign national who was born in, is a citizen of, is employed by, or represents a government, company, organization, or institution that is located in a country not on the Sensitive Countries List or the Terrorist Countries List.

**Security Plan** – A security plan is required to address specific site security concerns relating to foreign national visits or assignments.

**Sensitive Countries List** – A list of countries to which particular consideration is given for policy reasons during the DOE internal review and approval process for visits and assignments by foreign nationals. Countries may appear on the list for national security, nuclear nonproliferation, or terrorism support reasons. The list of Sensitive Countries changes periodically and can be obtained from the SRS Office of Counterintelligence.

Sensitive Visit/Assignment – A visit/assignment will be considered sensitive if:  
Sensitive Country (Citizen or Birth)  
Sensitive Subject/Sensitive Areas  
Secured Facilities (Limited Area, Protected Area, Material Access Area or Exclusion Area)  
Represent a company, business, organization or institute from countries identified as sensitive.

Sensitive Country National – A foreign national who was born in, is a citizen of, or is employed by a government, employer, institution or organization, of a sensitive country.

Visit – Access by a foreign national for 30 calendar days or less.

## **2. Prior Approvals Relating to Foreign Nationals**

- a. Foreign visits and assignments pertaining to DOE programs must be in accordance with DOE Order 142.3, or superseding directives and other DOE policies furnished in writing to the contractor. All visits and assignments must be approved in advance by the DOE Approval Authority.
- b. Sensitive visits or assignment requests must be submitted 45 days in advance in order to allow time for an indices check to be completed.
- c. Non-sensitive visits or assignment requests must be submitted 5 days in advance.

## **3. Reports Relating to Foreign Visits and Assignments**

Host Report Requirements - To enable the approving official to evaluate the effectiveness of visits and assignments, and to assist in determining the desirability of future visits and assignments, all reports are required within 5 days of the completion of the visit or assignment.

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## SECTION J, ATTACHMENT J-15

### Acronyms

#### Acronyms

ACO	Administrative Contracting Officer
AdminChg	Administrative Change
ADPE	Automated Data Processing Equipment
ADR	Alternate Dispute Resolution
AFB	Award Fee Board
AFP	Award Fee Plan
AFR	Award Fee Report
AHJ	Authority Having Jurisdiction
AIPT	Acquisition Integrated Project Team
AL	Acquisition Letter
AM	Asset Management
AMIS	Asset Management Information System
AOP	Annual Operational Plan
APAT	Advanced Planning Acquisition Team
AR	Administrative Review
ARAPTs	Alarm Response And Assessment Performance Tests
ARS	Advanced Readiness Standard
ASTM	American Society for Testing and Materials
ATF	Alcohol Tobacco and Firearms
ATP	Annual Training Plan
ATTA	Advanced Tactical Training Area
B&P	Bid and Proposal
BAO	Building Access Only
BCP	Baseline Change Proposal
Ben-Val	Employee Benefits Value
BIT	Basic Instructor Training
BRS	Basic Readiness Standard
BSPOT	Basic Security Police Officer Training
CAB	Citizen's Advisory Board
CAGE	Commercial and Government Entity
CAIRS	Computerized Accident/Incident Reporting System
CAIS	Condition Assessment Information System
CALEA	The Commission on Accreditation for Law Enforcement Agencies
CAN	Contract Administration Notice
CAS	Central Alarm Station
CBA	Collective Bargaining Agreement
CBT	Computer Based Training
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFA	Cognizant Federal Agency
CFO	Chief Financial Officer
CFR	Code of Federal Regulations

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Chg	Change
CHRM	Contractor Human Resource Management
CIP	Compensation Increase Plan
CLIN	Contract Line Item Number
CM	Contaminant Migration
CMP	Contract Management Plan
CMT	Contract Management Team
CNT	Crisis Negotiation Team
CO	Contracting Officer
Commo Log	Communications Log
COOP	Continuity of Operations
COR	Contracting Officer's Representative
COTR	Contracting Officer Technical Representative
CPAF	Cost-Plus-Award-Fee
CPARS	Contract Performance Assessment Reporting System
CPCI	Central Personnel Clearance Index
CR	Cost Reimbursable
CRD	Contractor Requirements Document
DAR	Daily Activity Report
DB	Defined Benefit
DBA	Davis-Bacon Act
DBT	Design Basis Threat
DC	Defined Contribution
DCAA	Defense Contract Audit Agency
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DoD	Department of Defense
DOE	U.S. Department of Energy
DOE O	U.S. Department of Energy Order
DOE-EM	U.S. Department of Energy Environmental Management
DOE-HQ	U.S. Department of Energy Headquarters
DOE-SR	U.S. Department of Energy Savannah River
DOL	U.S. Department of Labor
DOP	Demonstration of Proficiency
DP	Designated Physician
DPAS	Defense Priorities and Allocations System
DPLH	Direct Productive Labor Hours
DUNS	Data Universal Numbering System
EA	Environmental Assessment
EAC	Estimate at Completion
ECF	Entry Control Facility
ECP	Employee Concerns Program
EEO	Equal Employment Opportunity
EM	Office of Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EO	Executive Order
EOC	Emergency Operating Center
EOD	Explosive Ordnance Disposal

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EPA	U.S. Environmental Protection Agency
ERISA	Employee Retirement Income Security Act
ERO	Emergency Response Organization
ES&H	Environment, Safety, and Health
ESH&QA	Environment, Safety, Health and Quality Assurance
ESOP	Emergency Security Operations Procedures
eSRS	Electronic Subcontract Reporting System
FAA	Federal Aviation Authority
FACTS	Foreign Access Central Tracking System
FAIRS	Federal Aviation Interactive Reporting System
FAR	Federal Acquisition Regulation
FAST	Financial Accounting Support Tool
FBI	Federal Bureau of Investigations
FBO	Federal Business Opportunities
FCL	Facility Clearance Level
FDO	Fee Determining Official
FEMP	Federal Energy Management Program
FERC	Federal Energy Regulatory Commission
FFA	Federal Facility Agreement
FFCA	Federal Facility Compliance Act
FFP	Firm-Fixed-Price
FGE	Federal Grade Equivalency
FIMS	Facility Information Management System
FISMA	Federal Information Security Management Act
FITARA	Federal Information Technology Acquisition Reform Act
FMTS	Field Material Tracking System
FOCI	Foreign Ownership, Control, or Influence
FOF	Force On Force
FPD	Federal Project Director
FPRS	Fixed Post Readiness Standard
FR	Facility Representative
FSA	Facility Service Agreement
FY	Fiscal Year
GAO	Government Accountability Office
GC	General Counsel
GFP	Government Furnished Property
GFS&I	Government Furnished Services and Information
GPE	Government Point-of-Entry
GSA	General Services Administration
HAZMAT	Hazardous Material
HCA	Head of Contracting Activity
HHRA	Human Health Risk Assessment
HQ	Headquarters
HRP	Human Reliability Program
HSB	Hubzone Small Business
HSPD-12	Homeland Security Presidential Directive-12
IC	Incident Command
ICAM	Identity, Credential, and Access Management



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ID/IQ	Indefinite Delivery/Indefinite Quantity
IDIQ	Indefinite Delivery Indefinite Quantity
IDS	Intrusion Detection System
IFIC	Intermediate Force Instructor Certification
IFMS	Interagency Fleet Management System
IG	Inspector General
IGCE	Independent Government Cost Estimate
IGUA	International Guards Union of America
ILP	Industry Leading Practices
IMI	Impact Measurement Index
IPABS	Integrated Planning, Accountability, and Budget System
IPAM	Integrated Performance Assurance Manual
IR&D	Independent Research and Development
IRC	Internal Revenue Code
IRM	Information Resource Management
IRS	Internal Revenue Service
IRs	Incident Reports
ISMS	Integrated Safety Management Systems
JA/METL	Job Analysis/Mission Essential Task List
JTA	Job Task Analysis
KMP	Key Management Personnel
KSAs	Knowledge, Skills and Abilities
LA	Limited Area
LE	Law Enforcement
LED	Law Enforcement Dispatch
LFSH	Live Fire Shoot House
LSPTs	Limited Scope Performance Tests
M&O	Management and Operating
MAA	Material Access Area
MCP	Mobile Command Post
MEF	Mission Essential Function
MFFF	Mixed Fuel Fabrication Facility
MinChg	Minimum Change
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MTMC	Military Traffic Management Command
NAICS	North American Industry Classification System
NCIC	National Crime Information Center
NCPIP	National Continuity Policy Implementation Plan
NLRB	National Labor Review Board
NNSA	National Nuclear Security Administration
NORT	National Odor Recognition Testing Standard
NOV	Notice of Violation
NRC	U.S. Nuclear Regulatory Commission
NSPD	National Security Presidential Directive
NTC	National Training Center
NTCR	Non-Time Critical Removal
NTP	Notice to Proceed

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NTS	Non-Compliance Tracking System
OAM	Office of Acquisition Management
OCC	Office of Chief Council
OCI	Organizational Conflicts of Interest
OCR	Office of Civil Rights
ODFSA	Officially Designated Federal Security Authority
OIG	Office of the Inspector General
OMB	Office of Management and Budget
OOS	Out Of Service
OPM	Office of Personnel Management
OPMO	Organizational Property Management Officer
OPSEC	Operational Security
ORFSC	Oak Ridge Financial Service Center's
ORPS	Occurrence Reporting/Processing Systems
OSDBU	Office of Small and Disadvantaged Business Utilization
OSHA	Occupational Safety and Health Administration
OSSES	Office of Safeguards, Security, and Emergency Services
OST	Office Of Secure Transportation
PA	Protected Area
PAAA	Price-Anderson Amendments Act
PAAC	Plantwide Alternate Alarm Center
PACA	Prohibited and Controlled Articles
PAES	Plantwide Access Enrolment System
PAO	Privacy Act Officer
PAP	Performance Assurance Program
PARSII	Project Assessment and Reporting System
PBI	Performance Based Incentives
PBS	Program Baseline Summary
PCS	Procurement Cycle System
PEMP	Performance Evaluation Management Plan
PF	Protective Force
PgChg	Page Change
PIDAS	Perimeter Intrusion Detection and Assessment System
PM	Performance Monitor
PMOA	Project Management Oversight and Assessments
PO	Post Orders
POC	Point Of Contact
POSP	Parent Organization Support Plan
PPA	Property Protection Area
PPD	Presidential Policy Directive
PPIRS	Past Performance Information Retrieval System
PPMD	Physical Protection Medical Director
PRB	Post-Retirement Benefits
PRP	Personal Reliability Program
PSB	Personnel Security Branch Database
PSO	Program Secretarial Officer
PTSM	Principal Threat Source Material
PWS	Performance Work Statement

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QASP	Quality Assurance Surveillance Plan
RAWP	Remedial Action Work Plan
REA	Request for Equitable Adjustment
RFP	Request for Proposal
ROD	Record of Decision
RSLs	Regional Screening Levels
RV	Relative Value
S&S	Safeguards and Security
SAI	Strategic Alignment Initiative
SAM	System for Award Management
SB	Small Business
SBA	Small Business Administration
SC	South Carolina
SCCJA	South Carolina Criminal Justice Academy
SCDHEC	South Carolina Department of Health and Environmental Control
SCLS	Service Contract Act of 1965
SCMC	Supply Chain Management Center
SD	Safeguards Division
SDB	Small Disadvantaged Business
SEA	Site Evaluation Area
SECON	Security Condition
SGT	Safeguards Transporter
SIMAJIN	Computerized assessment simulation & modeling application
SIR	Self-Insured Retention
SIRP	Security Incidence Response Plans
SLA	Service Level Agreement
SLED	South Carolina Law Enforcement Division
SMP	Subcontract Management Plan
SNF	Spent Nuclear Fuel
SNM	Special Nuclear Material
SO	Security Officer
SPDs	Summary Plan Descriptions
SPO	Security Police Officer
SPV	Site Policy Violation
SR	Savannah River
SRNL	Savannah River National Laboratory
SRPM	Savannah River Policy Manual
SRS	Savannah River Site
SRSOC	Savannah River Security Operations Center
SRT	Special Response Team
SSO	Source Selection Official
STARS	Site Tracking, Analysis & Reporting System
STRIPES	Strategic Integrated Procurement Enterprise System
TAP	Training Approval Program
TCLP	Toxicity Characteristic Leaching Procedure
TRF	Tactical Response Force
TSCA	Toxic Substance Control Act
TSCM	Technical Surveillance Countermeasures

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TSCMO	Technical Surveillance Countermeasures Officer
TSR	Technical Safety Requirement
UCNI	Unclassified Controlled Nuclear Information
USEPA	U.S. Environmental Protection Agency
USPCA	United States Police Canine Association
VA	Vulnerability Analysis
VCS	Voluntary Consensus Standards
VIPERS	Vendor Inquiry Payment Electronic Reporting System
WBS	Work Breakdown Structure
WD	Wage Determination
WF	Workforce
WFIS	Workforce Information System
WOSB	Woman Owned Small Business
WSHP	Worker Safety and Health Plan