- d. The employee shall be within two years of attaining his B.S., M.S., or Ph.D. degree at the inception of the leave of absence.
- e. For the benefit of both the employee and the Contractor the employee will take the usual physical examination upon returning to work with the Contractor.
- f. At the start of the educational leave of absence the employee will be paid in full for all unused vacation. Upon returning to work at the expiration or termination of the educational leave, he will be eligible for all regular vacation earned in the calendar year in which he started his leave, based on one day per month for each full month of employment in the calendar year in which he started his educational leave.
- g. On return to employment with the Contractor at the expiration or termination of his educational leave, the employee will receive his former service credits, but he shall not receive vacation or service credits while on educational leave.
- h. Requests for leaves of absence shall transmit the following information as it applies to the individual's case:
 - (1) Dates of the leave requested.
 - (2) A brief resume' of the candidate's employment record with the Contractor.
 - (3) A list of courses carrying degree credit previously completed by the candidate with grades received.
 - (4) A plan of study showing course work necessary before completing all requirements for the degree.
 - (5) Evidence that the candidate has been accepted for study toward the desired degree by the educational institution of his choice.

*Revised by R.A. #82 to Mod. 92 - 5b - Effective July 1, 1966

Appendix A



i. The candidate will be informed of the action on his request by copies of correspondence which implement the conditions of the leave.

3. Loan-Scholarship Program

There shall be allowable under the contract the costs here-inafter specified, which are incurred by the Contractor in accordance with this Subsection 3., for participation by employees of the Rocky Flats Plant in the Contractor's Loan-Scholarship Program

- *a. The selection of a Rocky Flats Plant employee for participation in the Contractor's corporate-wide competition for loan-scholarships shall be approved by the Employee Relations Manager, Rocky Flats Plant, and the Contracting Officer.
- b. A recipient of a loan-scholarship:
 - (1) shall have not more than two years' study remaining in order to be eligible for either a Bachelor's, Master's or Doctor's degree;
 - (2) shall be eligible for, and be granted, an educational leave of absence in accordance with Subsection 2. above;
 - (3) shall have a position available for him with the Rocky Flats Plant upon completion of his educational leave of absence and receipt of his degree.
- c. No more than two Rocky Flats Plant employees may be selected each calendar year as recipients of loan-scholarships.





- d. The Contractor may, using funds advanced under the contract, loan to an employee selected to receive a loan-scholarship, up to \$3,000 if the educational leave of absence granted is for a nine-month academic year, up to \$4,000 if the educational leave of absence is for a twelve-month academic year, and up to \$8,000 if the educational leave of absence granted is for two years, provided that a binding written agreement is entered into between the Contractor and the employee which includes these features:
 - *(1) payment to the employee of the proceeds of the loan shall be in installments of not in excess of \$1,000 each, the first installment to be paid at the inception of the leave of absence and succeeding installments to be paid at the end of each three months' period thereafter; provided that no such succeeding installment shall be payable unless the Employee Relations Manager finds that the employee is making satisfactory progress;
 - (2) the amount actually loaned the employee shall be repayable by the employee in five equal annual installments, the first installment falling due on the last day of the first full year following the expiration or termination of the employee's educational leave of absence; provided that if the individual was regularly employed at the Rocky Flats Plant during the annual period to which a particular installment is related, repayment by the employee of 20% of that installment may be deemed to have discharged the individual's obligation to repay the portion of the principal of the loan represented by the installment.

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- (3) The employee shall pay interest on the amount actually loaned the employee at a rate equivalent to that specified by the Contractor for scholarship loans made to non-Rocky Flats Plant employees as a result of the same competition, commencing with the year which begins the day immediately following the day the educational leave of absence expires or is terminated, the interest being due and payable with the respective installments of principal and computed on the then unpaid balance; provided that if the individual was regularly employed at the Rocky Flats Plant during the particular annual period for which interest is thus due and payable, payment of interest for that annual period shall be deemed to have been waived and the individual's obligation to pay said interest discharged.
- (4) The unpaid balance of the amount loaned, or any installment thereof, may be repaid by the employee at any time; provided that interest payable at the time of said repayment, and not waiveable pursuant to d. (3) above, is tendered by the employee along with the repayment.
- e. Amounts loaned to individuals pursuant to d. above, and not required to be repaid pursuant to d. (2) above, shall constitute allowable costs under the contract; provided that no installment of a loan paid to an employee following issuance of a notice of termination by either party pursuant to the article of the contract entitled "Termination" shall be an allowable cost. Repayments of amounts loaned, and payments of interest, received by the Contractor shall be deposited in a Special Bank Account maintained by the Contractor pursuant to the article of the contract entitled "Payments and Advances."
- 4. No employee granted educational leave in accordance with Section D. shall be eligible for participation in any training program pursuant to Section C. while on such leave."

*Revised by R. A. #82 to Mod. 92 - 5e - Effective July 1, 1966

Appendix A



- d. Candidates must have completed two years of Dow service at Rocky Flats, not including military or other leave, in order to apply. The employee must agree to remain in the employ of the Company at Rocky Flats one year after his return to work.
- e. Applications must be filed with the Manager of Industrial

 Relations by October 31 for the following year.
- 5. No employee participating in the benefits provided in paragraphs
 2, 3 or 4 of this Rocky Flats Educational Assistance Program
 shall be eligible for training assistance as otherwise provided
 in Section C of this Part I of Appendix A.

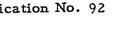
PART II - EXEMPT AND NON-EXEMPT SALARIED EMPLOYEES

A. Coverage

The provisions of this Part II shall apply to all salaried personnel, both exempt and non-exempt, except the Contractor's Supervisory Representative, whose salary and the adjustments thereto shall be as agreed by the Manager of the Commission's Albuquerque Operations Office and the Contractor's Executive Vice President and shall be allowable costs under this contract. Salaried employees in bona fide executive, administrative, or professional capacities shall be referred to herein as "exempt employees". Salaried personnel in other categories shall be referred to herein as "non-exempt employees". The Contractor's policies as contained in this Appendix A for exempt and non-exempt employees, as well as the distinctions between the two categories, shall be compatible with the Wage and Hour Provisions of the Fair Labor Standards Act, and official regulations and interpretations issued thereunder.

B. Job Classifications (Positions) and Salary Ranges

1. The Contractor has developed a job evaluation program which covers all salaried job classifications. Such program is on file with and has been approved by the Commission for application at the Rocky Flats Plant. Not less frequently than once each two years a responsible executive of the Contractor's Salary



Administration Department, Midland, Michigan, shall conduct a comprehensive audit of the application and administration of the job evaluation program at Rocky Flats. Such audit, together with a statement of action taken, if any, shall be promptly submitted to the Commission.

- *2. The job classifications, which term in this Appendix A is used as being synonymous with the word "positions", the monthly salary ranges for all nonexempt job classifications and the evaluation points for all exempt job classifications shall be in accordance with Schedule I, Parts A and B, attached to and hereby made a part of this Appendix A. The salary range for exempt salaried employees will be based on the formula set forth in Schedule I, Part A. No part of the basic salary paid to an employee in excess of the salary range of his position shall be an allowable cost unless approved by the Commission. As used in this Part II, the term "basic salary" shall mean the straight-time monthly compensation, exclusive of premium or other compensation.
 - 3. Contractor job descriptions and evaluations for each job classification shall be developed and amended to reflect changes in duties as they occur covering all personnel employed for work under this Contract.

*Revised by R.A. #34 to Mod. 92 Effective June 8, 1964 Appendix A



Copies of such descriptions and evaluations, and amendments thereto, shall be furnished by the Contractor for review by the Commission. All salaried employees shall be required to work substantially within the job description for their classification.

- 4. From time to time a new job classification, together with its salary range as established by job evaluation, may be authorized for use at the Rocky Flats Plant. Any such additional job classification and salary range, or other similar change, shall constitute a revision of this Appendix A and can be accomplished only by a Reimbursement Authorization. When the salary range of any job classification is revised upward as a result of job re-evaluation, such classification shall, for purposes of this Part II, be considered a new job classification. For purposes of this paragraph 4, salary ranges for new job classifications shall be approved by the Commission at Contractor's request so long as the same are consistent with the Contractor's approved job evaluation program.
- 5. The hiring rate or a change in an employee's salary may be made by the Contractor in accordance with its policies and practices as provided in paragraphs C, D, E, F and G below; provided that each starting basic salary of \$1666 per month or over, and
 - -8- Appendix A, Attachment to Modification No. 92



UNITED STATES GOVERNMENT

Memorandum

E. H. Pedneau, Acting Chief, Procurement Br. DAN 1 2 1966

Contracts & Supply Division, ALO

FROM : C. M. Justice, Chief, Industrial Relations

Branch, Organization & Personnel Division, ALO

SUBJECT: REQUEST FOR REPRODUCTION AND DISTRIBUTION OF

R.A. NO. 65 TO MOD. 92, CONTRACT AT(29-1)-1106, THE

DOW CHEMICAL COMPANY (14-MONTH PERIOD FOR DISTRIBUTION OF MERIT KITTY FUNDS AND CHANGE IN THE HAY PLAN FORMULA)

AOI:JJK

TO

Attached for appropriate reproduction and distribution to contract holders are the original of R.A. No. 65 to Mod. 92 and the multilith masters revising the affected pages to the contract. Please note that the revision to Sections D and G involves two sets of multilith masters; one set effective November 1, 1965, the other set effective January 1, 1967 and both should be distributed at the same time even though one will supersede the other on January 1, 1967.

This R.A. revises Schedule I, Part A, Series RF, Salary Ranges, and Appendix A, Part II, exempt and nonexempt salaried employees, Sections D and G and was accepted by Dow as redrafted by the Industrial Relations Branch and the Office of Chief Counsel.

Enclosures:

- 1. Orig. of R.A. No. 65
- 2. Multilith Masters (13)

cc: Seth R. Woodruff, Jr., Area Mgr., RFAO, w/o encls. Chalmers C. King, Chief Counsel, ALO, w/cy encl. 1

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each salary increase resulting in a basic salary of \$1666 per month or over, shall require the prior written approval of the Commission. The Contractor will submit salary approval requests to the Commission on AEC Form 37 for approvals required by the foregoing proviso. The effective date of such approval, if given, will be on or after the date of the written request for such approval, unless otherwise approved by the Commission.

C. Hiring Rates

Salaried employees shall normally be hired within the salary range established for the classification which is to be filled. Ordinarily the starting rate will be the minimum of the range for the position. An individual's previous experience, training, ability and educational background together with salaries paid to other employees in the same job classification who have the most nearly comparable experience, training, ability and educational background may be taken into consideration in establishing the starting rate which may be above or below the minimum.

D. Merit Increases (Non-Exempt Employees)

*1. Merit increase may be granted to non-exempt salaried employees
at the discretion of the Contractor in a percentage not to exceed



^{*}Revised by R.A. No. 65 to Mod. 92 Effective January 1, 1967

that established for exempt employees under Section G. 1 below, provided, that (1) during any salary budget year of the Contractor no non-exempt employee may, except with prior written approval of the Contracting Officer receive merit increases which total more than ten (10%) per cent of his basic salary as of the beginning of the salary budget year, and (2) if contractor's company-wide economic conditions are such that the Contractor does not authorize salary adjustments for exempt employees as described in Section G. 1 below, Contractor may, with prior Commission approval, nevertheless grant salary increases to non-exempt employees in amounts which may be required or necessary to meet conditions in the local labor market.

- *2. The total merit increases granted during any salary budget year shall not exceed the percentage figure as established by the Dow Board of Directors, as specified in paragraph 1 above, multiplied by the monthly base non-exempt payroll as of the pay period defined in Section G., Paragraph 2.c, excluding the salaries of those non-exempt employees who are on the Progression Schedule (Section H of this Part II) or are on single rated jobs.
- *3. Merit increases within the above limitations may be granted on the effective date as set forth in Section G, paragraph 2.d or may



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be deferred for certain employees at the discretion of the Contractor and granted at any time during the ensuing twelve months.

E. Pay Adjustments Resulting from Promotions and Job Re-evaluations (Non-Exempt Employees)

A salary adjustment for an employee who is promoted to a higher position or whose position is re-evaluated upward, may be made at the discretion of the Contractor to the minimum of the new salary range for the new or re-evaluated position or to an amount not in excess of 115% of the employee's prior basic salary, whichever is greater; provided, that the resulting basic salary does not exceed the maximum of the salary range for the new or re-evaluated position. Any increase in excess of fifteen per cent (15%) of an employee's prior basic salary shall require the prior approval of the Contracting Officer unless such increase is necessary to bring the new basic salary to the minimum of the established salary range of the new or re-evaluated position.

F. Adjustment of Salary Ranges (Non-Exempt Employees)

It is recognized that it will probably be necessary to adjust non-exempt salary ranges annually. Such adjustments of established salary ranges may be made with the approval of the Commission. Requests for

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Revised by R.A. No. 65 to Mod. 92 Effective January 1, 1967



such adjustments shall be supported by adequate survey data, including but not necessarily limited to, conditions in the labor market from which such employees would normally be recruited. The scope of salary surveys should be sufficiently comprehensive, both as to area and number of participants, to permit a representative finding.

Salary schedules should be so related to the survey findings as to result in a competitive position with respect to generally comparable industry.

G. Salary Adjustments (Exempt Employees)

- 1. *a. When Company-wide economic conditions warrant, the

 Executive Committee of the Contractor's Board of Directors

 shall periodically establish a percentage figure which shall

 be the basis for computing the average amount by which

 salaries of exempt employees in each plant may be in
 creased within a twelve month period.
 - b. At such time, the Contractor's Company Salary Committee
 may authorize adjustments in the Company-wide exempt
 salary rate ranges. Such adjustments shall thereupon be
 incorporated into a Reimbursement Authorization.

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*Revised by R.A. No. 65 to Mod. 92 Effective January 1, 1967



- When such percentage adjustments have been established, the Contractor will advise the Commission in writing of such percentage figures and will provide the Commission with the following information:
 - a. The then-current Dow Company-wide exempt salary line.
 - b. The then-current Rocky Flats exempt salary line and the point evaluation of each exempt classification.
 - c. The pay period of which the basic exempt payroll is to be used for computing the percentage adjustment.
 - *d. The percentage adjustment figure converted to a total dollar amount for Rocky Flats and the date which begins the twelve-month period during which the salary increases may be granted to exempt employees.
 - e. Changes in cost of living, adjustments in hourly rates resulting from collective bargaining and changes in technical hiring rates and other appropriate criteria utilized by the Executive Committee in determining the percentage figures set forth in Section G, paragraph 1.a and b.
- 3. If the Commission requests, the Contractor will schedule a meeting at a convenient time to review the competitive aspects

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*Revised by R.A. No. 65 to Mod. 92 Effective January 1, 1967 Appendix A, Attachment to Modification No. 92

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behind the establishment of the above-mentioned percentage figure. However, it is understood that much of this information is confidential and will be respected as such by the Commission.

- *4. Such salary increases may be granted within the limitations set forth above on the effective date, or may be deferred for certain exempt employees at the discretion of the Contractor and be granted at any time during the ensuing twelve months, provided that during any salary budget year of the contractor no exempt employee may, except with prior written approval of the resident contracting officer, receive merit increases which total more than 15 per cent of his basic salary as of the beginning of the salary budget year.
- *5. The total of all increases granted for any twelve-month period as aforesaid shall not exceed the total amount as set forth in subparagraph 2.d. above; provided, however, that the pay of exempt employees covered in Section H, during any such pay period will be excluded from the total exempt salary payroll for purposes of computing the total salary increases permissible hereunder.

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*Revised by R.A. No. 65 to Mod. 92 Effective January 1, 1967 Appendix A, Attachment

each salary increase resulting in a basic salary of \$1666 per month or over, shall require the prior written approval of the Commission. The Contractor will submit salary approval requests to the Commission on AEC Form 37 for approvals required by the foregoing proviso. The effective date of such approval, if given, will be on or after the date of the written request for such approval, unless otherwise approved by the Commission.

C. Hiring Rates

Salaried employees shall normally be hired within the salary range established for the classification which is to be filled. Ordinarily the starting rate will be the minimum of the range for the position. An individual's previous experience, training, ability and educational background together with salaries paid to other employees in the same job classification who have the most nearly comparable experience, training, ability and educational background may be taken into consideration in establishing the starting rate which may be above or below the minimum.

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Revised by R.A. No. 87 to Mod. 92 Effective November 1, 1966



*D. Salary Increase Fund; Merit Increase (Nonexempt Salaried Employees)

- 1. Prior to the end of a budget year a fund shall be established with the approval of the Commission, for the succeeding budget year which shall cover the costs of salary increases to be granted that year resulting from merit increases and increases resulting from changes in the minima of the ranges or from a general economic increase, except as otherwise specifically provided in this Appendix A. The amount of the fund shall be such as to permit the Contractor to maintain a reasonable competitive position with respect to the local labor market in which it must compete for nonexempt salaried employees. The Contractor and the Commission shall agree upon the survey sources and benchmarks which are to be used in determining the relationship of nonexempt salary levels at the Rocky Flats Plant to those being paid by others in the labor market in which the Contractor competes.
- 2. Merit increases may be granted at any time during any budget year. No nonexempt salaried employee may, except with the prior written approval of the Commission, receive during any budget year merit increases which total more than 10 percent of his basic salary at the beginning of the budget year.

3. Merit increases granted under this Part II, Section H (Progression Increases) shall not be deducted from the salary increase fund.

*E. Promotional Increases (Nonexempt Employees)

A promotional increase may be granted to an employee who is promoted to a higher position or whose position is reevaluated upward. A promotional increase may not exceed 15 percent of the employee's basic salary immediately preceding the increase, except with prior written approval of the Commission.

*F. Adjustment of Salary Ranges (Nonexempt Salaried Employees)

It is recognized that it will probably be necessary to adjust nonexempt salary ranges annually. Contractor proposals to adjust nonexempt salary ranges to reflect economic conditions of the market shall be adequately supported by the survey data drawn from mutually selected survey sources in the local labor market in which the Contractor normally recruits for employees. The survey data shall be sufficiently comprehensive to permit a representative finding for manufacturing industries. It must be demonstrated that range adjustments are necessary to retain a reasonable competitive position in this market.





G. Salary Adjustments (Exempt Employees)

- 1. a. When Company-wide economic conditions warrant, the

 Executive Committee of the Contractor's Board of Directors

 shall periodically establish a percentage figure which shall

 be the basis for computing the average amount by which

 salaries of exempt employees in each plant may be in
 creased within a twelve month period.
 - b. At such time, the Contractor's Company Salary Committee
 may authorize adjustments in the Company-wide exempt
 salary rate ranges. Such adjustments shall thereupon be
 incorporated into a Reimbursement Authorization.
- 2. When such percentage adjustments have been established, the Contractor will advise the Commission in writing of such percentage figures and will provide the Commission with the following information:
 - The then-current Dow Company-wide exempt salary line.
 - b. The then-current Rocky Flats exempt salary line and the point evaluation of each exempt classification.
 - c. The pay period of which the basic exempt payroll is to be used for computing the percentage adjustment.



- d. The percentage adjustment figure converted to a total dollar amount for Rocky Flats and the date which begins the twelve-month period during which the salary increases may be granted to exempt employees.
- e. Changes in cost of living, adjustments in hourly rates resulting from collective bargaining and changes in technical hiring rates and other appropriate criteria utilized by the Executive Committee in determining the percentage figures set forth in Section G, paragraph 1. a and b.
- 3. If the Commission requests, the Contractor will schedule a meeting at a convenient time to review the competitive aspects behind the establishment of the above-mentioned percentage figure. However, it is understood that much of this information is confidential and will be respected as such by the Commission.
- 4. Such salary increases may be granted within the limitations set forth above on the effective date, or may be deferred for certain exempt employees at the discretion of the Contractor and be granted at any time during the ensuing twelve months, provided that during any salary tudget year of the contractor no exempt employee may, except with prior written approval of the

resident contracting officer, receive merit increases which total more than 15 per cent of his basic salary as of the beginning of the salary budget year.

- 5. The total of all increases granted for any twelve month period as aforesaid shall not exceed the total amount as set forth in subparagraph 2.d. above; provided, however, that the pay of exempt employees covered in Section H, during any such pay period will be excluded from the total exempt salary payroll for purposes of computing the total salary increases permissible hereunder.
- have increased or decreased and it is determined by the Contractor that a position reclassification is in order, the employee shall be reclassified and his adjusted salary will be commensurate with his training and ability and in line with the basic salaries being paid other employees in the new classification having the most nearly comparable experience, training and ability. Each increase made in basic salary hereunder will not, except in unusual circumstances, exceed 15 per cent of the employee's



basic salary prior to such increase. The basis on which increases exceeding 15 percent are made will be furnished the Commission in writing.

7. When the pay relationship of all or any member of a group of salaried employees with the competitive labor market for workers with comparable positions indicates a need for adjustment of salaries paid or salary ranges under this contract, such pay adjustments and/or adjustments of established salary ranges, may be made with the prior approval of the Commission. Requests for such adjustments shall be supported by adequate survey data, including, but not necessarily limited to, conditions in the appropriate employment market.

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Revised by R. A. 87 to Mod. 92. Effective November 1, 1966.



H. Progression Increases

1. College Graduates

- Section G of this Part II, the work progress of a newlyemployed college graduate with a bachelor's, master's
 or doctor's degree and who is employed in a job which
 requires substantial utilization by such employee of his
 academic training will be reviewed as follows:
 - (1) A new employee, with one year or less of related experience, shall be scheduled for work progress and salary review at six and twelve months from date of employment. After the second review, the employee shall be covered by Section G of this Part II.
 - (2) A new employee with one year but not more than two years of related experience, shall be scheduled for work progress and salary review only once, six months from date of employment. After such review, the employee shall be covered by Section G of this Part II.
 - -16- Appendix A, Attachment to Modification No. 92



b. As a result of each such progress and salary review, a college graduate may receive a salary increase in accordance with the following:

For an employee whose basic salary is between \$340 and \$400 - \$15.00 to \$25.00.

For an employee whose basic salary is between \$405 and \$550 - \$15.00 to \$35.00.

For an employee whose basic salary is \$555 or more - \$20.00 to \$40.00.

2. Others

- a. In lieu of salary increases under Section G of this Part II,
 the work progress of newly employed clerical, stenographic
 and other general salaried personnel will be reviewed and
 progress increases may be granted as follows:
 - (1) A \$10.00 raise in basic salary after three months of service if the employee has demonstrated at least normal advancement in ability.
 - (2) A \$15.00 raise in basic salary after an additional six months of service, if the employee merits it.
 - (3) No basic salary resulting from an increase hereunder shall exceed \$370.00.

- (4) After an employee's basic salary has been increased twice or to \$370.00 in accordance with this Section H. 2. a., he will no longer be covered by this Section H, but will be covered by Section G of this Part II.
- b. If an employee is not entitled to a particular increase hereunder upon the elapse of the appropriate time interval, the
 employee shall be again considered for the particular increase at the lapse of a similar time interval.
- tended to cover a combination training and proving period for newly employed personnel. If a newly employed person is promoted with a salary increase to a new classification before completing nine months of service, the employee shall upon such transfer be covered by Section G rather than Section H of this Part II.

*I. Computation of Salary for Partial Pay Period

An employee who does not work for an entire pay period shall, unless he is on leave with pay during the portion of the pay period he does not work, be paid only a pro-rata salary for work performed;

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*Revised by R.A. 91 Effective November 21, 1966



provided, however, that nothing herein shall limit payment to an employee for shift premium and overtime as elsewhere provided for in this Appendix A. The following formula shall be used in determining the straight time daily wage of salaried employees except salaried employees on the 24-hour platoon schedule shift:

Daily Wage =
$$\frac{\text{Basic Salary} \times 12 \times 14}{365 \times 10}$$

The straight time daily wage of salaried employees on the 24-hour platoon schedule shift shall be determined by the formula:

Daily Wage =
$$\frac{\text{Basic Salary} \times 12 \times 8}{52 \times 21}$$

J. Shift Premium

- An exempt employee is eligible for shift premium pay as set forth below provided he has been assigned to the shift for four (4) weeks or longer.
- 2. A non-exempt employee who is assigned to work on a second, third or jump shift will receive shift premium pay as hereinafter provided:

lst Shift	7:45 a.m.	to	3:45 p.m.	None
2nd Shift	3:45 p.m.	to	11:45 p.m.	\$26.00 per month
3rd Shift	11:45 p.m.	to	7:45 a.m.	\$35.00 per month
Jump Shift				\$40.00 per month

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Revised by R.A. 91 Effective November 21, 1966



3. In the event a salaried employee is not entitled to a full month's premium as provided in the above schedule, he shall receive a pro-rata share of such premium pay based upon the number of hours actually worked for which he is entitled to such premium pay utilizing the following formula:

Hourly Shift Premium = Applicable Monthly Shift Premium 173.33

- 4. Shift premium pay shall be added to the basic salary for the purpose of computing overtime pay.
- 5. Exempt and non-exempt employees working continuous shift schedules shall be paid a premium of thirty cents per hour for all hours worked on Saturday and a premium of fifty cents per hour for all hours worked on Sunday.
 - Such premium shall not apply on an hour for which a premium is payable for overtime or holiday purposes.
- 6. Exempt and non-exempt employees required to work an odd schedule shift whose scheduled workweek includes Saturday and/or Sunday, regardless of hours of work, for five consecutive days a workweek extending a minimum of four weeks, shall receive premium pay in the amount of \$35.00 per month.



*7. Salaried employees required to work a 24-hour platoon schedule shift shall be excluded from the above provisions of Section J.

K. Requirements for Commission Approval Respecting Overtime

- *1. Basic Workweek: For purpose of this contract, the basic workweek is a 40-hour week consisting of five basic workdays of eight hours each within a designated period of seven consecutive days considered as a unit when pay is computed.
 - The 24-hour platoon schedule shall consist of a combination of five 72-hour weeks (including scheduled 8-hour sleep periods) and three 48-hour weeks (including scheduled 8-hour sleep periods) during an eight-week cycle. This schedule will average 63 hours per week for the eight-week cycle.
- 2. Overtime. When deemed essential to the performance of work under this contract, the Contractor may authorize any employee or group of employees to work overtime, but, except as provided below, not more in one workweek than eight hours per employee in excess of the basic workweek,

or longer workweek previously authorized by the Commission; provided, that whenever the need for overtime for more than four consecutive workweeks, including immediately previous workweeks and regardless of the number of hours per workweek, for an employee or group of employees becomes apparent the Contractor shall obtain with respect to such employee or group of employees, Commission authorization of a longer workweek than the basic, or previously authorized longer workweek then in effect, before permitting any such additional overtime to be worked. A longer workweek authorized by the Commission under this Section K is hereafter referred to as an "extended workweek".

Prior Commission authorization shall also be required for overtime to be worked by any employee or group of employees in any workweek of more than eight hours per employee in excess of the basic workweek, or an extended workweek.

Any authorized absence which occurs within the basic or extended workweek and which is counted as time worked for the purpose of overtime compensation shall, for the purpose of determining overtime hours requiring prior Commission approval, be considered

as part of the basic or extended workweek in the same manner as if the time of the absence had actually been spent in work.

Exception to the foregoing authorization requirements may be made by the Contractor when overtime is required to meet an emergency or for security reasons. In such cases, immediate action shall be taken by the Contractor to meet the situation and on the following workday the Contractor shall report the matter to the Commission stating the number of overtime hours worked and the reasons therefor.

- 3. Employee Time Records: Adequate employee time or attendance records shall be maintained for all employees.
- *4. Salaried employees required to work a 24-hour platoon schedule shall be excluded from Paragraph 2, Section K.

L. Computation of Overtime

1. Exempt Employees

Overtime pay for exempt employees working an extended workweek shall be as follows:

month will be paid time and one-half for the scheduled overtime hours worked.

- b. Employees whose basic salaries are between \$640.00 and \$1090.00 will be paid for the scheduled overtime hours worked in accordance with Schedule 3 which is attached to and hereby made a part of this Appendix A.
- c. Employees whose basic salaries exceed \$1090.00 will not receive any overtime pay.
- *d. The provisions of this section shall not apply to exempt employees assigned to the 24-hour platoon schedule.

 Such employees shall receive a differential equal to 15 percent of their basic salary in lieu of all payments for overtime, shift premium and holiday pay.

2. Nonexempt Employees

a. Except as provided in subparagraphs b. and d. below, a nonexempt salaried employee shall be paid at the rate of one and one-half (1-1/2) times his basic hourly rate plus shift premium, if applicable, for all hours worked in excess of eight in any one basic workday or forty hours in any one workweek, calculated on both a daily and weekly basis with payment of the higher amount so derived, but in no event shall the same period of time be paid for twice.

The basic hourly rate is the straight-time daily wage divided by eight.

- b. A nonexempt salaried employee may be paid one and one-half (1-1/2) times the basic hourly rate for all hours worked on the employee's first scheduled day of rest and two times the basic hourly rate may be paid for all hours worked on the employee's second scheduled day of rest; provided, that he worked the first scheduled day of rest during the same basic workweek.
- c. Nonexempt salaried employees when required to report
 to work outside their regularly scheduled working hours
 will be paid not less than four hours' pay at straight time,
 when such call-in requires the employee to make an extra
 round trip to the Plant.
- d. The following hours shall be considered as hours worked for the purpose of calculating overtime pay:
 - (1) Hours actually worked.
 - (2) Hours allowed for a holiday recognized or observed as provided in Section M below.
 - (3) Hours allowed for such other absences as are specifically provided in this Appendix A as being considered as hours of work for the purposes of calculating overtime pay.

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(4) Time spent traveling on official business during (i) hours which correspond to the traveler's normal daily hours of work, irrespective of the day of the week, (ii) hours in which work is actually performed, and (iii) other hours for which the Contractor is required by law to pay compensation.

M. Holidays

1. Each salaried employee shall, when the work schedule permits, be granted time off with pay on each of the following recognized holidays which falls on a regularly scheduled workday of such employee:

> New Year's Day Good Friday Memorial Day Independence Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- 2. Any recognized holiday falling on a Saturday may be observed the preceding Friday.
- 3. Any recognized holiday falling on Sunday may be observed on the Monday immediately following.
- 4. When a holiday as listed in Paragraph 1 falls on the scheduled day off of a salaried employee working a continuous shift schedule, such employee shall receive eight hours! pay at his basic salary plus applicable premiums in lieu of time off.

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- 5. Any exempt employee working a 7-day week shift schedule and any nonexempt employee who is required to work on a recognized or observed holiday, as provided in this Section M, shall receive their basic salary plus premium pay for all hours worked on the holiday. Such premium pay shall be calculated by multiplying the employee's basic hourly rate plus shift premium, if applicable, by one and one-half (1-1/2) times the number of hours worked. Any salaried employee who is scheduled to work on such a holiday but who does not do so, may lose straight-time and premium pay for the holiday if the Employee Relations Manager determines that the failure to work was not based on a reasonable excuse.
- 6. Time absent due to holidays for which salary payments are made shall be counted as time worked for purposes of computing overtime pay.
- *7. This Section M does not apply to exempt salaried employees working the 24-hour platoon schedule.

N. Vacation Leave

- 1. Salaried employees hired on or after January 1, 1967
 - a. An employee will be eligible for one day of vacation during the calendar year in which hired.

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b. Effective January 1 of the year in which the employee should complete one year of continuous service he is entitled to the following vacation:

Month of Hire	Vacation
January through April	ll days
May through August	9 days
September through December	7 davs

- c. Effective January 1 of the years in which the employee should complete two and three years of continuous service he is entitled to twelve and thirteen days of vacation, respectively.
- d. Effective January 1 of the year in which the employee should complete four or more years of continuous service he is entitled to the days of vacation provided in paragraph 2 below.
- e. During the calendar years described in subparagraphs a,
 b and c above, an employee may borrow up to five days!
 vacation from the following year by prior arrangement with
 his supervisor or may carry over up to five days of unused
 vacation from one calendar year to the next calendar year.
- f. All other applicable vacation rules shall be in accordance with paragraph 2 below.

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- 2. Salaried employees hired before January 1, 1967
 - a. An employee hired during 1966 will be eligible for one day of vacation during Calendar Year 1966 and may, with supervisory approval, borrow up to five days of vacation from the following year or carry over this one day of vacation, if not used, from Calendar Year 1966 to Calendar Year 1967.
 - b. An employee hired prior to January 1, 1966 and who will complete five or more years of service in 1966 will be eligible for one day of vacation during Calendar Year 1966 over and above the vacation granted under the former vacation plan.
 - c. Beginning January 1, 1967, on January 1 of the year in which the employee should complete the various years of continuous service listed below he shall be entitled to the days of vacation shown. Also listed are the number of vacation days an employee either may borrow from the following year by prior arrangement with his supervisor or may carry over from one calendar year to the next calendar year.
 - (1) After five years of continuous employment, he shall be entitled to five additional days of vacation for the ensuing

five years which shall be taken at any time during the ensuing five years.

Years of Service Attained during Calendar Year	Days of Vacation Available on Jan. 1 Each Year	Days May	
1 through 4	14	5	5
5 through 9	16	5	10
10 through 14	17	5	10
15 through 19	18	5	10
20 through 29	22	10	20
30 and over	23	10	20

d. To convert from the former vacation plan to this new plan, the following formula will be used to determine the total number of vacation days to be credited on January 1, 1967 to employees for Calendar Year 1967:

$$V_t = V_1 + M_1 (X) - M_2 + R_1 - R_2$$

 V_t = Total vacation days to be credited January 1, 1967.

V₁ = Vacation from schedule in subparagraph c above.

Years of Service Attained in CY-67

X = 0% for 1, 2, 3, 4 and 5 20% for 6, 11, 16, 21, 26, etc. 40% for 7, 12, 17, 22, 27, etc. 60% for 8, 13, 18, 23, 28, etc. 80% for 9, 14, 19, 24, 29, etc. 100% for 10, 15, 20, 25, 30, etc.

M₁ = Last block of merit vacation days allowed under former plan.

M₂ = Merit vacation days used from last block of former plan.

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- R₁ = Regular vacation days under former plan carried over from 1966 to 1967.
- R₂ = Regular vacation days under former plan borrowed from 1967 and used in 1966.
- e. Except for the vacation days allowed as carry-over from one calendar year to the next, any vacation must be taken during the calendar year in which the employee becomes entitled to the vacation or lost without payment therefor.
- f. If employment is terminated for any reason prior to the date the employee would normally have become eligible for said vacation, the Contractor will take reasonable steps to recover salary paid to such employee for borrowed vacation.
- g. If an employee is laid off for lack of work, is granted a military leave of absence, or quits with five days' notice, he will be paid for any unused vacation and in addition will be paid for vacation earned at the rate of one day per each full month worked during the year in which he terminates.

If an employee is retired under a Company retirement plan
he will be paid for any unused vacation and vacation earned
at the rate of one day per each full month worked during the
year in which he retires. In addition, he will be paid accredited vacation pay based on his continuous employment as follows:



S	V	S	v	S	v
0-59 mo.	0 days	216-227 mo.	3 days	384-395 mo.	
60-71	4	228-239	0	396-407	5
72-83	3	240-251	16	408-419	0
84-95	2	252-263	12	420-431	20
96-107	1	264-275	8	432-443	15
108-119	0	276-287	4	444-455	10
120-131	8	288-299	0	456-467	5
132-143	6	300-311	16	468-479	0
144-155	4	312-323	12 .	480-491	20
156-167	2	324-335	8	492-503	15
168-179	0	336-347	4	504-515	10
180-191	12	3 48- 359	0	516-528	5
192-203	9	360-371	20	528-539	0
204-215	6	372-383	15	·	

S = Continuous service at time of retirement

V = Accredited vacation days pay

However, if an employee is discharged for cause or quits without giving five days' notice, no vacation pay will be allowed.

- h. Absences allowed under this Section N shall be considered hours worked for purposes of computing overtime pay.
- *3. Salaried employees working the 24-hour platoon schedule will be eligible for vacation as follows:

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entitled to be credited on the effective date of the leave of absence.

R. Separation Pay

- *1. An exempt employee whose services are no longer needed under this contract and who did not resign and was not discharged for cause, and did not retire under a pension or retirement plan of the Contractor, shall receive a separation pay allowance of one month's basic salary for services of one year or less plus one week's pay at his basic salary rate for each full year of service over one year.
 - 2. A nonexempt employee whose services are no longer needed under this Contract at the Rocky Flats Plant and who did not resign or was not discharged for cause will receive one week's pay at his basic salary rate for services of from one month to one year, two weeks' pay at his basic salary rate for service of from one to two years, three weeks' pay at his basic salary rate for service of from two to three years, and four weeks' pay at his basic salary rate for service of three or more years.

*Revised by R.A. 92 to Mod. 92 - 32a - Effective April 12, 1967



- 3. No employee whose employment is continued by a successor contractor operating the Plant, or who accepts transfer to another facility, subsidiary or affiliate of the parent Company of the retiring Contractor, will be eligible for separation pay.
- *4. Whenever used in this Section R, the term "services" shall mean and be limited to services performed by an employee under this contract.

S. Jury or Court Duty

Time off with pay as herein provided may be allowed for jury duty or appearance as Contractor's or the Commission's witness for the period called, but the employee shall be instructed that any day or portion thereof on which he is excused from jury duty or as a witness he is to report to work, if practicable. In all instances, the employee shall submit to the Contractor his jury duty notice, and a certification of the dates and times of jury services rendered and of amounts received. An employee shall be paid the difference between his basic pay for the period involved and jury or witness fee received.

*Revised by R.A. 92 to Mod. 92 - 33 - Effective April 12, 1967



The provisions of Paragraphs 2.e, 2.f and 2.h above shall apply to this Paragraph 3. The provisions of Paragraph 2.g above shall apply to this Paragraph 3 but shall be calculated on a pro-rata basis in accordance with the above schedule.

O. Sick Leave

1. No salary deductions are made if salaried employees are absent for reasonable periods due to illness or injury if the absence is approved as follows:

Abs	ence	P	er	iod
		_		

8 hours or less in a pay period

40 hours or less, but more than 8 hours, in a pay period

More than 40 hours in a pay period, or more than 40 hours for one illness or injury

Level of Approval

Authorized Supervisor

Supervisor reporting to General Manager

Employee Relations Manager

2. Pay to an employee for sick leave will be limited to the difference between the sum of money receivable, if any, under the Company Group Insurance Plan or Workmen's Compensation Insurance, or both, and the amount of money the employee would have received if working full time at his job. This does not rule out or negate any lump-sum.settlements or loss-of-member payments under the applicable Workmen's Compensation Statutes.

- 3. Payment of salary to an individual on sick leave for more than a total of 600 scheduled work hours per calendar year shall require Contracting Officer approval.
- 4. Absences allowed under this Section O shall be considered as hours worked for purposes of computing overtime pay.

P. Excused Absence

A salaried employee necessarily absent from work for a reasonable period for personal reasons including, but not restricted
to, death or serious illness in his immediate family, or attendance in court other than under Section S below, will receive no
deduction in salary if the absence is approved as follows:

Absence in Pay Period	Level of Approval
Less than 8 hours	Authorized Supervisor
8 through 20 hours	Supervisor reporting to General Manager
40 hours or less, but more than 20 hours	General Manager
More than 40 hours	Contracting Officer

- *2. Payment of salary for excused absences which exceed a total of 40 scheduled work hours per calendar year for any employee, excluding 24 hours maximum (48 hours maximum for salaried employees assigned to the 24-hour platoon schedule) granted for funeral leave for each death in the employee's immediate family, shall require Contracting Officer approval.
 - 3. For purposes of excused absence for funeral leave, the members of the employee's immediate family are considered to be the employee's spouse, child, father, mother, sister, brother,

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mother-in-law, father-in-law, grandfather, grandmother, foster parents and legal guardians. Special consideration to allow funeral leave for deaths of family members other than those given above will be given if such member served a role to the employee similar to those normally served by those listed above. Such requests are to be submitted to the Contracting Officer for approval.

4. Absences allowed under this Section P shall be considered as hours worked for purposes of computing overtime pay.

Q. Military Service, Military Training and Peace Corps Service

1. Extended Military Service

a. Any employee leaving his job to enter military service will receive two weeks' pay at his basic salary rate for two years or less service with the Contractor, and one additional week's pay for each additional year of service with the Contractor, except that the total pay received will not exceed eight weeks' pay. Upon returning from the armed forces, an employee's reemployment shall be in accordance with applicable laws.

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incurred pursuant to the provisions of said agreement of April 11, 1966, will be allowable.

- D. Requirements for Commission Approval Respecting Overtime

 Requirements of Commission approval respecting overtime shall

 be as heretofore provided under Part II, Section K of this Appendix.
- E. When the Contractor schedules a reduction in the work force in any hourly classification, any employee in that classification who volunteers to take layoff from the plant out of seniority order may be paid severance pay as though he had been involuntarily laid off.

 The Contractor may make the full payment in a lump sum. Such employee shall lose all recall rights. No employee who retires from active work under any retirement program of the Contractor shall be afforded an opportunity to volunteer to accept layoff. For all other purposes and in all other respects, including any entitlement pursuant to Paragraph 3., Section D., Part V of Appendix A to reimbursement of expenses of returning the individual, his dependents and household goods to his former home or to a location of equivalent distance, said employee shall be deemed to have voluntarily resigned.

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years while so serving. If within 30 days following termination of such leave of absence, the individual makes application for reemployment and is reemployed by the Contractor within six months of the date of the application, the individual shall be entitled to be recredited with that length of service or longevity of service to which he was entitled to be credited on the effective date of the leave of absence.

R. Separation Pay

- *1. An exempt employee whose services are no longer needed under this contract and who did not resign and was not discharged for cause, and did not retire under a pension or retirement plan of the Contractor, shall receive a separation pay allowance of one month's basic salary for services of one year or less plus one week's pay at his basic salary rate for each full year of service over one year.
- 2. Nonexempt employees whose employment at the Rocky Flats

 Plant is terminated by the Contractor for lack of work may

 be given separation pay as follows, provided that the individual

 is not transferred to another facility, subsidiary or affiliate

 of the Contractor:

*Revised by R. A. No. 92 to Mod. 92

Effective April 12, 1967

Pages corrected June 6, 1967

Appendix A, Attachment to Modification No. 92



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Length of employment with the Contractor prior to effective date of termination	Amount of Separation Pay, to be computed at basic salary rate
One month or more, but less than one year	One week
One year or more, but less than two years	Two weeks
Two years or more, but less than three years	Three weeks
Three or more, but less than four years	Four weeks
Four years or more, but less than five years	Five weeks
Five years or more, but less than six years	Six weeks
Six years or more	Seven weeks

- 3. No employee whose employment is continued by a successor contractor operating the Plant, or who accepts transfer to another facility, subsidiary or affiliate of the parent Company of the retiring Contractor, will be eligible for separation pay.
- *4. Whenever used in this Section R, the term "services" shall mean and be limited to services performed by an employee under this contract.

S. Jury or Court Duty

Time off with pay as herein provided may be allowed for jury duty or appearance as Contractor's or the Commission's witness for the period called, but the employee shall be instructed that any day or

*Revised by R. A. No. 92 to Mod. 92
Effective April 12, 1967
Pages corrected June 6, 1967

portion thereof on which he is excused from jury duty or as a witness he is to report to work, if practicable. In all instances, the employee shall submit to the Contractor his jury duty notice, and a certification of the dates and times of jury services rendered and of amounts received. An employee shall be paid the difference between his basic pay for the period involved and jury or witness fee received.

Revised by R. A. No. 92 to Mod. 92 Effective April 12, 1967 - 39a-Pages corrected June 6, 1967



*T. Voting Time

Except as hereinafter provided, all salaried employees who are registered to vote and who are scheduled to work on a voting day may be allowed not more than two hours off with pay for the purpose of voting in local, state, and federal elections. If a nonexempt employee is required to travel an excessive distance in order to vote, such employee may be allowed an additional absence but without pay.

Salaried employees required to work a 24-hour platoon schedule shift, who are registered to vote and who are scheduled to work on a voting day, shall be excluded from the above paragraph and shall instead be allowed not more than four hours off with pay for the purpose of voting in local, state and federal elections.

U. Supplemental Merit Plan

The Contractor has a supplemental merit plan to provide cash payments to salaried employees in recognition of consistent performance above and beyond a job well done. In all cases such awards shall be limited to a maximum of three months' salary. These payments shall have no effect on either the recipient's normal salary or his salary range.

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The budget for this program is established by the executive committee of the Dow Chemical Company as part of the merit budget for use within the merit budget year and is designated as a separate and specific percentage of the annual payroll.

The prior approval of the contracting officer will be secured for awards to those employees whose cash payment plus base salary is \$25,000.00 per year or more.

V. Summer Employment Program

The Contractor has a program for summer employment of college students.

1. Employees under this program shall be paid in accordance with
the following schedule applied to the current Technical Personnel
Employment Rates:

Schooling Status

1. 1 yr. towards bachelor's degree 65% of bachelor's base 2. 2 yrs. towards bachelor's degree 75% of bachelor's base 3. 3 yrs. towards bachelor's degree 85% of bachelor's base 4. 4 yrs. (without degree) 90% of bachelor's base 5. Bachelor 95% of bachelor's base 6. 1 yr. graduate study 88% of Master's base 7. 2 yrs. graduate study or Master's 92% of Master's base 8. Ph. D. minus 1 yr. Individual consideration

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% of applicable base rate

rounded to nearest \$5.00



In addition to the calculated base rates, adders may be applied as follows:

Applicable summer experience Applicable full time Nonapplicable experience Military experience Quality factor \$5/mo. for each summer \$10-15/mo. for each year \$0 \$10 maximum Up to \$20 maximum can be applied to not more than 25% of job offers

The Contractor will furnish the Commission the applicable base rates prior to each summer employment period.

- Employees under this program shall receive compensation for the holidays as outlined in Section M, Holidays.
- 3. Employees under this program shall be compensated for transportation to and from home or school at the rate of 7¢ per mile
 at the beginning and end of employment.

*W. Overtime Meals

The Contractor may furnish meals to employees requested to and who do work in excess of 10 consecutive hours after the start of their regularly scheduled work hours. Additional meals may be made available every four hours thereafter. The Contractor may furnish a breakfast to day workers who are requested to and who do work more than two hours before their normal starting time. When overtime work includes a meal period, such time will be counted as time worked in computing



overtime pay. Meals will not be furnished to exempt employees when being compensated for time worked in excess of eight consecutive hours.

Salaried employees required to work a 24-hour platoon schedule shift shall be excluded from the above paragraph.

X. Special Holiday Allowance

Any salaried employee working the 7:45 a.m. to 4:15 p.m. shift who can be spared from his job without adversely affecting plant operations may be excused from work at no loss of pay as early as 3:00 p.m. on one but not both workdays of December 23, 1966 and December 30, 1966. Notwithstanding other provisions of this Appendix A, employees on vacation on these dates will not be allowed extra time off or extra pay because of this provision.

*Y. Special Provisions for Category J Employees:

An employee of ACF Industries, Inc. (hereinafter called "ACFI") who resigns from the Albuquerque Plant operated by ACFI for the Commission to accept employment with the Contractor on Category J work will receive the benefits specified elsewhere in this Appendix A except as such benefits may be increased as set forth below:

*Revised by R.A. No. 94 to Mod. 92
Effective February 15, 1967 - 43 -



- 1. Training and Educational Assistance: ACFI service will be recognized for the service requirements of the Training and Educational Assistance programs of the Contractor. All other provisions of Sections C and D, Part I of this Appendix A will apply.
 - 2. Vacation Leave: An ACFI employee who has not reached his 1967 anniversary date at the time of hire by the Contractor will be granted a vacation allowance to the nearest half-day on a prorated basis for the period from the ACFI 1967 anniversary date to December 31, 1967. On January 1, 1968, and on the first day of subsequent calendar years, additional vacation allowance will be granted based on the Service Years to be attained during the given Calendar Year, as determined by the chart set forth below, using Total Dow and ACFI Service or Dow Service only, whichever provides the greater vacation.

An ACFI employee who has reached his 1967 anniversary date at the time of hire by the Contractor will be entitled to one day of vacation for the balance of 1967. On January 1, 1968, pro rata vacation allowance will be granted for the period from his ACFI 1968 anniversary date through December 31, 1968. On January 1, 1969, and on the first day of subsequent calendar years, a vacation

Revised by R.A. No. 94 to Mod. 92 Effective February 15, 1967

allowance will be granted based on the Service Years to be attained during the given Calendar Year, as determined by the chart set forth below, using Total Dow and ACFI Service or Dow Service only, whichever provides the greater vacation.

	Vacation			Vacation	
	Based on	Vacation		Based on	Vacation
	Total Dow	Based		Total Dow	${ t Based}$
Service	and ACFI	only on	Service	and ACFI	only on
Years	Service	Dow Service	Years	Service	Dow Service
0	0 days	l day	9	15 days	16 days
1	10	(7-9-11) *	10-14	15	17
2	10	12	15	16	18
3	10	13	16	17	18
4	10	14	17	18	18
5	11	16	18	19	18
6	12	16	19	20	18
7	13	16	20-29	20	22
8	14	16	30 and up	20	23

*Vacation days granted depend on month of hire as given in Section N of this Part II.

All other provisions of Section N, Part II of this Appendix A will apply.

3. Separation Pay: The total of ACFI service and Dow service will be recognized by the Contractor in computing separation pay per Section R, Part II of this Appendix A. All other provisions of Section R, Part II of this Appendix A will apply.

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4. Relocation Costs:

- a. Nonexempt and hourly employees formerly employed by

 ACFI will be eligible for the benefits provided in Section D,

 Part V of this Appendix A.
- b. The benefits provided by Section E, Part V of this Appendix A may be granted to exempt salaried employees formerly employed by ACFI and who accept managerial or technical positions with the Contractor.
- c. The Contractor will honor a return-move agreement an employee may have had with ACFI in accordance with the return-move provisions of the Dow employment offer executed by the employee. Only those expenses actually incurred by an employee in accordance with the above-mentioned agreements are reimbursable.

PART III - ALL OTHER EMPLOYEES begins on old Page 35

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any other provision of Part V, the term "employee" as used in this Section E. means a person regularly on the payroll of the Rocky Flats Division.

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Added by R.A. #47 to Mod. 92 Effective May 1, 1965



PART VI - INSURANCE AND PENSIONS

A. Group Insurance

- The Centractor maintains a contributory Group Insurance Plan **%1.** for all employees who wish voluntarily to participate in the Plan. The terms and conditions of the Plan are controlled by Group Insurance Policies 16740-G and 16741-G issued to the Contractor by the Metropolitan Life Insurance Company on January 1, 1955. The group insurance policies, including Amendments 1 through 11 on Policy 16740-G and Amendments 1 through 18 on Policy 16741-G, are on file with and have been approved by the Commission for application to this Contract and are incorporated herein by reference and made a part of this Appendix A. Such group insurance policies may, with prior approval of the Commission, be modified from time to time by agreements between the Contractor and the insurer. Modifications to such policies shall be accomplished by amendments which are made a part of this contract by reference in this paragraph.
- 2. Allowable group insurance costs shall be the Contractor's share of the group insurance premiums paid with respect

*Revised by R.A. #73
Effective November 29, 1965

to the Contractor's participating employees whose salaries and wages are allowable under the Contract; except that, with respect to a retired employee whose salary or wage was allowable under the Contract for a period of less than five years, allowable costs shall be that proportion of the Contractor's share of group insurance premiums paid for such employee which his years of service as a participating employee under the Contract bears to his total years of service as a participating employee under the group insurance plan.

- 3. Dividends, return premiums, or other credits and allowances, as accrued under each policy under the plan, shall be applied as a reduction to the cost of work under this Contract to the extent allowable by law in that proportion of such credits which total allowable costs under paragraph A. 2 above, for each policy bears to total Contractor contributions under each policy for the period during which such dividends, return premiums, or other credits and allowances are accrued.
- 4. In the determination of allowable group insurance costs, the Contractor will provide the Commission with such data and information as may be required by the Commission.
 - -48- Appendix A, Attachment to Modification No. 92

B. Pension and Profit Sharing Plan

1. Midland Plan

- *a. The Contractor maintains a Pension and Profit Sharing

 Program as set forth in the pamphlets entitled "Pension

 and Profit Sharing Plan" and "Supplemental Retirement

 Plan" which are included under Schedule IV and hereby

 made a part of the Appendix A for all eligible transferred

 employees.
- b. Contractor employees, transferred from other Divisions or offices of the Contractor to work under this Contract who had attained eligibility for participation in this Program, will continue to accumulate benefit credits under the Program. Other transferred employees who attain eligibility under the Program while serving on work under this Contract will likewise continue to accumulate benefit credits. Employees covered by this subparagraph b may not participate in any other pension plan, the cost of which is allowable under this Contract.
- c. The Company shall be reimbursed for those amounts which
 it provides for the individual accounts of such transferred
 employees in accordance with the pamphlets included in subparagraph a of this Section B. This paragraph will apply only



to employees whose entire compensation is directly allowable under this Contract.

*2. Rocky Flats Plan

a. The Contractor maintains a Pension Program for all employees as defined in subparagraph 11 of Article I of
Group Annuity Contract Number 437, issued to the Contractor by the Metropolitan Life Insurance Company, dated June 27, 1956, and effective July 1, 1954. The Pension Program, which is controlled by said Group Annuity Contract Number 437 and amendments 1 through 15 thereto, is on file with and has been approved by the Commission for application to this Contract and is incorporated herein by reference and made a part of this Appendix A. Such Group Annuity Contract may, with the prior approval of the Commission, be modified from time to time by agreements between the Contractor and the insurer. Modifications to such Contract shall be accompanied by Reimbursement Authorization.

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*PART V

TRAVEL AND SUBSISTENCE EXPENSES: RELOCATION EXPENSES

- A. General Provisions Applicable to Each Section of This Part V
 - 1. Definitions for purposes of this Part V:
 - a. "Dependents" shall mean persons who regularly reside with the employee and are considered to be members of his immediate household.
 - b. "Travel expenses" shall mean expenses incurred for:
 transportation by common carrier; when approved by
 the Contractor, rental of cars including payments made
 for collision damage waivers; taxis; public transportation; tolls; parking fees; and gratuities. When use of the
 employee's private car is approved or required, the
 term shall mean: (i) an allowance of seven cents per mile,
 except when used for "local travel," i. e., travel within a

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- *By R. A. No. 70 to Mod. 92, Part V, Appendix A, was revised in its entirety with effective dates as follows:
- (1) Effective December 5, 1961, for Section E, Part V, and Section A, Part V, as Section A applies to Section E(except that the requirement contained in the preamble to Section E for prior approval of transfers by the General Manager shall not apply prior to July 1, 1965, and Paragraph 3, of Section A shall not apply to Paragraph 8. of Section E prior to July 1, 1965);
- (2) Effective July 1, 1965, for the balance of Part V, including Section A, as it applies to all sections other than Section E.



radius of 100 miles of the Rocky Flats Plant in which case the allowance will be nine cents per mile; and (ii) shall include expenses incurred for tolls and parking fees.

- c. Except as otherwise provided, "subsistence expenses" shall mean lodging, meals, gratuities, laundry, dry cleaning and pressing, and charges for official telephone calls, telegrams and postage.
- 2. a. Costs allowable for expenses of transportation by air shall not exceed the costs of less-than-first-class air accommodations except when less-than-first-class accommodations are not reasonably available to meet necessary mission requirements, such as, where less-than-first-class accommodations would:
 - (1) Require circuitous routing,
 - (2) Require travel during unreasonable hours,
 - (3) Greatly increase the duration of the flight,
 - (4) Result in additional costs which would offset the transportation savings.

- b. Costs allowable for expenses of transportation by rail may include first-class fare and expenses of Pullman accommodations.
- c. The Contractor may furnish travel insurance to employees traveling on official business at a cost not to exceed \$1.00 per trip.
- 3. All allowable expenses of the types covered by this Part V shall be supported by itemized accounts of the expenses submitted by the individuals who incurred them, documented by appropriate receipts such as stubs for transportation tickets, lodging and car rental receipts, etc. Full explanations will be furnished relative to receipts which are lost or are not available.
- 4. All travel outside the limits of the continental United States in connection with the performance of work under the contract shall have the prior approval of the AEC on a case-by-case basis.
- B. Official Travel in Performance of the Contract Work

 Reimbursement of reasonable travel and subsistence expenses

 incurred by employees regularly on the payroll of the Rocky Flats

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Division who are required to travel in connection with the performance of work under this contract shall be allowable costs.

Travel Performed in Connection with Employment Interviews C. Reimbursement of reasonable travel and subsistence expenses incurred by individuals traveling at the request of the Contractor for the purpose of pre-employment interviews shall be allowable costs. The General Manager may authorize an individual performing such travel to be accompanied by his wife, in which case reimbursement of reasonable travel and subsistence expenses incurred by the individual for his wife also shall be allowable costs; provided that authorization for the wife to accompany shall be given only to those individuals being considered for exempt salaried position vacancies. It is expected that except in unusual circumstances the authorization for the wife to accompany the individual will be given on a selective basis to those to be interviewed for important managerial or important technical positions at the Rocky Flats Plant.

Reasonable costs incurred by the Contractor in furnishing meals to interviewees will be allowable.

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- D. Relocation Costs--All Individuals Recruited for Work Under This Contract and All Employees Except Those Covered by Section E
 - This Section applies to all individuals first becoming employees of the Contractor as recruits for work under this contract and to all individuals who were employees of the Contractor prior to their transfer to the Rocky Flats Plant other than those covered by Section E. Reimbursement to such employees of the following expenses incurred by the employees shall be allowable costs:
 - *1. Reasonable travel and subsistence expenses incurred by the employee in moving himself and his dependents to within commuting distance of the Rocky Flats Plant. Except where special circumstances exist dictating that the move of the employee and his dependents should be made by means of common carrier and the Employee Relations Manager approves travel by such means, the move of the employee and his family shall be by way of his personal car. The mileage to be used in computing the amount to be paid the employee for use of his car in making the move shall not exceed the number of miles as shown by the latest edition of Household Goods Carriers Bureau Atlas, of the most direct, practical route of travel at the time of the move from the employee's previous location to his new location.



- 2. Reasonable expenses, including packing and unpacking, of shipping household goods and personal effects by common or contract carrier to a location within commuting distance of the Rocky Flats Plant; provided that no reimbursement of expenses incurred for handling and shipping boats, livestock, firewood or other items not normally considered "household goods and personal effects" shall be allowable. Should it be necessary for the employee to store his household goods and personal effects because the housing he will occupy as his "permanent" residence at a location within commuting distance of the Rocky Flats Plant is not ready to receive the goods, reasonable expenses incurred by the employee for storage for a period not in excess of thirty days may be reimbursed.
 - a. Premiums paid by the Contractor for blanket coverage insuring household goods and personal effects of employees against loss or damage in shipment or storage shall be allowable; provided the insurance applied to the household goods and personal effects of the individual employee is reasonably commensurate with the value of that property.



- Reasonable expenses incurred by the employee for himself and his dependents for subsistence expenses for a maximum of thirty days while securing the housing he will occupy as his "permanent" residence within commuting distance of the Rocky Flats Plant; provided that the General Manager authorizes the reimbursement; and provided further that, should the employee, through no fault of his own, be unable to secure such housing within the thirty-day period, such reasonable subsistence expenses may be reimbursed for such additional time as shall be authorized by the General Manager with the approval of the Contracting Officer.
- E. Relocation Costs--Transferred Exempt Salaried Employees

 This Section applies only to exempt salaried employees of the

 Contractor selected with the prior approval of the General

 Manager for transfer to the Rocky Flats Plant to fill managerial or technical positions. Reimbursement to such employees of the following expenses incurred by the employees

 shall be allowable costs:
 - 1. Reasonable travel and subsistence expenses (except those covered by Paragraphs 8e. and 8j. of Section E) incurred

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by the employee for himself and his wife for one trip, not exceeding seven days in duration, to seek the housing he will occupy as his "permanent" residence within commuting distance of the Rocky Flats Plant; provided that such a trip is made prior to the move which is the subject of Paragraph 2 below.

***2.** Reasonable travel and subsistence expenses (except those covered by Paragraphs 8e. and 8j. of Section E) incurred by the employee in moving himself and his dependents to within commuting distance of the Rocky Flats Plant. Except where special circumstances exist dictating that the move of the employee and his dependents should be made by means of common carrier and the Employee Relations Manager approves travel by such means, the move of the employee and his family shall be by way of his personal car. The mileage to be used in computing the amount to be paid the employee for use of his car in making the move shall not exceed the number of miles as shown by the latest edition of Household Goods Carriers Bureau Atlas, of the most direct, practical route of travel at the time of the move from the employee's previous location to his new location.

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- 3. Reasonable subsistence expenses (except those covered by Paragraphs 8e. and 8j. of Section E) incurred by the employee for himself and his dependents for a maximum of thirty days while occupying temporary living quarters within commuting distance of the Rocky Flats Plant waiting to move into housing which he will occupy as his "permanent" residence within commuting distance of the Rocky Flats Plant; providing the unavailability of the housing is due to circumstances beyond the employee's control such as delay in delivery of furniture.
- 4. Reasonable expenses, including packing and unpacking, of shipping household goods and personal effects by common or contract carrier to a location within commuting distance of the Rocky Flats Plant; provided that no reimbursement of expenses incurred for handling and shipping boats, livestock, firewood or other items not normally considered "household goods and personal effects" shall be allowable. Should it be necessary for the employee to store his household goods and personal effects because the housing he will occupy as his "permanent" residence at a location within commuting distance of the Rocky Flats Plant is not ready to receive the

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goods, reasonable expense incurred by the employee for storage for a period not in excess of thirty days may be reimbursed.

- insuring household goods and personal effects of employees against loss or damage in shipment or storage shall be allowable; provided the insurance applied to the household goods and personal effects of the individual employee is reasonably commensurate with the value of that property.
- of the employee's house at the location from which transferred; provided that the cost allowable for the fee shall not exceed six per cent of the sales price of the house, or \$3,000, whichever is less; and provided further that the house was put up for sale following notification to the employee that he was to be transferred to the Rocky Flats Division.
 - a. In lieu of reimbursement of a fee to a real estate broker,
 the Contractor may pay the employee two and one-half
 per cent of the sales price of the employee's house at

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ever is less, if the employee sells his house himself within ninety days prior to, or thirty days after, the effective date of his transfer to the Rocky Flats Division.

- for the housing he occupied as a residence at the location from which transferred; provided that the cost allowable shall not exceed that portion of the cancellation charge which is attributable to the period beginning with the date the employee occupies the housing (whether rented or purchased) which will be his "permanent" residence within commuting distance of the Rocky Flats Plant.
- 7. Reasonable expenses for utilities and fuel, nominal yard care, property insurance, property taxes, mortgage interest and miscellaneous minor maintenance incurred by the employee in maintaining the house he owned and occupied as a residence at the location from which transferred, beginning with expenses incurred on and after the 61st day from the date he occupies (either as owner or renter) the housing which will be his "permanent" residence within commuting distance of the Rocky Flats Plant; provided that:

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- a. During the period commencing with the aforesaid 61st day and ending with the 300th day from the date he occupies said housing within commuting distance of the Rocky Flats Plant, the employee offers his house at the location from which transferred for sale at a price not in excess of the average of two independent appraisals;
- b. During the period commencing with the 301st day from the date he occupies said housing within commuting distance of the Rocky Flats Plant, and ending with the 425th day from the date he occupies said housing or the date sold, whichever is sooner, the employee offers his house at the location from which transferred for sale at a price not in excess of 95 per cent of the average of two independent appraisals;
- c. In local situations where it has been demonstrated that appraisal values are consistently and substantially higher than market saleability, the Contractor appropriately reduces the time periods, and the prices at which the employee must offer his house for sale, specified in a. and b.;

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- d. The employee does not refuse during the respective periods any offer equal to or greater than the price referred to in a. and b. as modified pursuant to c.; and
- e. Any expenses reimbursed the employee pursuant to this

 Paragraph 7 shall have been incurred by the employee

 during the period commencing with the aforesaid 61st

 day and ending the 425th day from the date he occupies

 said housing.
- 8. Reasonable and necessary miscellaneous legitimate expenses incurred by the employee as a direct result of the transfer, which either are not specifically covered elsewhere in this Section E, or which if of a type specifically covered, are incurred in amounts in excess of a limitation imposed by the paragraph dealing with the expense including, but not limited to such items as:
 - a. Closing costs on sale of home (expense of abstract or title insurance, deed, prepayment penalties, documentary stamps, recording fees, notary costs, legal fees, discount points).
 - b. Preparation for shipment and installation of appliances.

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- c. Driver and auto licenses.
- d. Shipping a car if move of employee and dependents is made by common carrier, shipping a second car.
- e. Telephone and telegraph charges (applies to all phases of move).
- f. Removal and installation of phones.
- g. Removal and installation of carpeting and draperies.
- h. Baby-sitting fees (applies to all phases of the move).
- i. Transportation and handling of household pets.
- j. Laundry, dry cleaning, and pressing (applies to all phases of the move).
- k. Appraisals required pursuant to Paragraph 7 above.
- incurred during the period commencing with the date employee occupies (either as owner or renter) the housing which will be his "permanent" residence within commuting distance of the Rocky Flats Plant and ending with the 60th day thereafter.

For an employee who owned the premises he occupied as a residence at the location from which transferred at the time selected for transfer, the costs allowable for expenses

reimbursed under this Paragraph 8 shall not exceed one month's salary, or \$1,500, whichever is less. For all others, the costs allowable for reimbursement of such expenses shall not exceed one-third of a month's salary or \$500, whichever is less.

Temporary Assignment

If it becomes necessary in connection with the performance of work under the contract to make temporary assignments, the Contractor shall obtain the prior approval of the Contracting Officer for each assignment and for the arrangements proposed for reimbursing the employee for expenses incurred incident to the assignment. The Contractor will submit a written justification to the Contracting Officer in advance for the assignment and the proposed reimbursement arrangements.

The term "temporary assignment" means assignment of an employee for a period of not less than one month nor in excess of twelve months to perform work under the contract at a location other than the Rocky Flats Plant and not within reasonable commuting distance of the employee's usual residence. The term

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"employee" as used in this Section F means a person regularly on the payroll of the Rocky Flats Division.

G. Relocation Costs--Terminated Employees

- such longer period as may be approved in writing by the Contracting Officer) subsequent to the date of termination by The Dow Chemical Company of the employment at the Rocky Flats Plant of an individual because of lack of work, may be reimbursed by the Contractor; provided that such items of cost shall not be allowable if (i) the individual was not employed at the Rocky Flats Plant prior to October 15, 1965; (ii) an express oral or written understanding that the employee would be reimbursed for such expenses was not made a condition of employment; or (iii) the Contractor transfers the employee to another facility, subsidiary or affiliate of the Contractor.
 - a. Reasonable travel, food and lodging expenses incurred
 by the employee in moving himself and his dependents
 back to the location from which he was recruited or
 transferred for work in the performance of this contract
 or to a location of lesser distance. If the move was





made by way of car, the mileage to be used in computing the amounts to be paid the individual for use of his car shall not exceed the number of miles, as shown by the latest edition of Household Goods Carriers Bureau Atlas, of the most direct, practical route at the time of the move between the individual's place of residence within commuting distance of the Rocky Flats Plant and the location from which he was recruited or transferred. If the individual moves to some location which is a greater distance from his place of residence within commuting distance of the Rocky Flats Plant than is the place from which recruited or transferred, the aforesaid expenses may be reimbursed up to an amount which is in the same ratio as the distance of the most direct route, as shown by the latest edition of the Household Goods Carriers Bureau Atlas, between his place of residence within commuting distance of the Rocky Flats Plant and the location from which recruited or transferred bears to the distance actually traveled in the move.

b. Reasonable expenses, including packing and unpacking of shipping the household goods and personal effects of

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the individual by common or contract carrier to a location from which he was recruited or transferred for work in the performance of this contract or to a location of lesser distance; provided that no reimbursement of expenses incurred in handling and shipping boats, livestock, firewood, automobile or other items not normally considered "household goods and personal effects" shall be allowable; and provided further than should the move be made to some location which is a greater distance from his place of residence within commuting distance of the Rocky Flats Plant than is the place from which recruited or transferred, the aforesaid expenses may be reimbursed up to an amount which is in the same ratio as the distance of the most direct route, as shown by the latest edition of the Household Goods Carriers Bureau Atlas, between his place of residence within commuting distance of the Rocky Flats Plant and the location from which recruited or transferred bears to the distance the household goods and personal effects were actually moved.

2. Before making reimbursement of expenses covered by this Section, the Contractor shall:

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- a. Obtain from the individual evidence establishing with reasonable certainty that the individual has completed the move; and
- b. Secure from the individual a certification that (i) he has not and to the best of his knowledge will not receive reimbursement for expenses of the move from any other source; and (ii) agreement that, should the individual receive reimbursement for expenses of the move from some other source, he will return to the Contractor amounts paid him by the Contractor on account of expenses of the move.



PART VI - INSURANCE AND PENSIONS

*A. Group Insurance

- There shall be allowable under the contract the costs incurred by the Contractor for its share of premiums paid for coverage under contributory group insurance policies numbers 16740-G and 16741-G, as amended, issued by Metropolitan Life Insurance Company, for individuals having the status, for purposes of the insurance policies, of employees at the Rocky Flats Plant; provided that the insurance policies and amendments thereof shall have the written approval of the Commission; and provided further that, with respect to a retired employee who was employed at the Rocky Flats Plant for a period of less than five years, allowable costs for the Contractor's share of the premiums shall be that portion of the Contractor's share paid for such employee which the employee's years of service at the Rocky Flats Plant bear to his total years of service as a participating employee under the group insurance policies.
- Dividends, return premiums, and other credits and allowances
 accrued under the group insurance policies shall be applied in
 reduction of allowable costs under this contract to the extent

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*Revised by R.A. No. 86 to Mod. 92 Effective October 14, 1964 Appendix A, Attachment to Modification No. 92

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permitted by law in that proportion which the allowable group insurance costs for each policy bears to total contractor contributions under each policy for the periods during which such dividends, return premiums, or other credits and allowances accrued.

3. The contractor will provide the Commission with such data and information as may be required by the Commission in order to determine the allowability of costs incurred for group insurance policies.

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to employees whose entire compensation is directly allowable under this Contract.

*2. Rocky Flats Plan

as defined in subparagraph 11 of Article I of Group Annuity

Contract Number 437, issued to the Contractor by the Metropolitan Life Insurance Company, dated June 27, 1956, and effective July 1, 1954. The Pension Program, which is controlled by said Group Annuity Contract Number 437 and amendments 1 through 16 thereto, is on file with and has been approved by the Commission for application to this Contract and is incorporated herein by reference and made a part of this Appendix A. Such Group Annuity Contract may, with the prior approval of the Commission, be modified from time to time by agreements between the Contractor and the insurer.

Modifications to such Contract shall be accompanied by Reimbursement Authorization.

*Revised by R.A. #85 to Mod. 92 Effective November 1,1966 **-**73-

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SAVIHOW SOUTH

*C. Special Early Retirement Program

This Section C limited to salaried employees shall be operative only during the period July 1, 1967, to June 30, 1968, during which period no more than twelve employees shall be retired hereunder, it being the intent of the parties that the program provided for herein be conducted on an experimental basis. The parties further agree to confer in good faith prior to April 30, 1968, regarding the desirability of extending the period of the program provided for herein, either in its present or in an altered form, beyond June 30, 1968.

- These conditions must be met for the early retirement of an employee:
 - a. The Contractor shall determine that early retirement of the employee will reduce costs and/or enhance the efficient performance of the contract work and that it would be inequitable under all the circumstances to discharge the employee;
 - b. The employee (i) is salaried, (ii) is 52 years of age or older, (iii) has a minimum of 12 years of continuous service with the Contractor, (iv) has been employed for work under this contract for at least three continuous years immediately preceding the effective date of the early retirement; (v) is not eligible for

*Revised by R.A. 92 to Mod. 92 - 74 - Effective April 12, 1967



benefits under the "disability or undue hardship" provision of any pension plan.

- c. Each proposal to place an employee on early retirement will be subject to prior consultation with the Contracting Officer.
- 2. a. The gross amount payable to an employee placed on early retirement is to be computed by applying the stated percentage to the annual basic salary in effect immediately preceding the date of early retirement in accordance with the following schedule:

Age at birthday nearest effective date of early retirement	Percentage of Annual Basic Salary
65	0%
64	30
63	60
62	90
61	120
60	150
59	160
58	165
57	170
56	175
55	180
54	1.90
53	200
52	210

Revised by R.A. 92 to Mod. 92 - 75 - Effective April 12, 1967



Where such sum of money would amount to more than \$25,000 when computed according to the above table, the Contractor shall on an individual basis determine whether or not to limit the amount of such sum to \$25,000 or such other amount greater than \$25,000 but less than the amount computed according to the table.

b. Of the gross amount computed in accordance with 2. a. above, there shall be allowable under the contract, subject to the limitations set forth below, that portion which is in the same ratio as the employee's total cumulative basic salary while employed under this contract bears to his total cumulative basic salary during the entire period of his employment by the Contractor.

(1) Limitations:

(a) Should an employee placed on early retirement be employed subsequently by the Contractor or any of its affiliates or subsidiaries all sums previously allowed under this Section C shall thereupon become unallowable and promptly repaid by the Contractor to the Government.

Revised by R.A. 92 to Mod. 92 - 76 - Effective April 12, 1967



- (b) No special early retirement benefits covered by this Section C may be granted to any employee whose employment is terminated by the Contractor for lack of work.
- (c) The gross amount computed in accordance with 2.a. above shall be paid in monthly installments. Payments may start at any time between the early retirement date and age 70 but once they start are to be continued until the total amount of money has been paid or until the early retired employee shall be deceased. Payments shall not exceed 50% per year of the salary in effect at the time of early retirement. Payments shall be terminated at death. The exact method of payment shall be determined by the company in its sole discretion but after consultation with the employee.
- 3. Upon early retirement, the employee will be paid for all vacation due him. The employee will also be presented the next service award to which he would have become entitled, including the watch, if applicable.

Revised by R.A. 92 to Mod. 92 - 77 - Effective April 12, 1967



*D. Separation or severance pay shall not be paid to any employee retiring from active work under the provisions of any of the pension or retirement plans described in Sections B or C of this Part VI.

*Revised by R.A. 92 to Mod. 92 - 78 - Effective April 12, 1967





SCHEDULE I PART A - SERIES RF THE DOW CHEMICAL COMPANY ROCKY FLATS PLANT

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RF-155	Medical Director	36 2
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RF-199	Labor Relations Assistant	130
RF-213		130
RF-198	Senior Employment Specialist	130
RF-215	Education Specialist	130
RF-222	Budget Analyst	127
RF-110	Production Coordinator	
RF-190	Material Control Supervisor	127
RF-116	Maintenance Planning Supervisor	126
RF-103	Administrative Assistant	123
RF-20	Accountant	120
RF-92	Area Utilities Supervisor	120
RF-143	Librarian	120
RF-241	Fire Inspector	119
RF-34	Executive Secretary	117
RF-45	Employment Specialist	117
RF-102	Assistant Quality Control Engineer	117
RF-118	Sr. Technical Writer	117
RF-128	Investigator	117
RF-140	Development Man	117
RF-202	Designer	117
RF-206	Motion Picture Specialist	117
RF-291	Illustration Specialist	117
RF-86	Foreman (Semi-Skilled)	116
*RF-277	Keypunch Operations Supervisor	116
RF-126	Captain	110
RF-244	Security Inspector	110
RF-117	Technical Writer	104
RF-87	Foreman (Unskilled)	100
RF-127	Lieutenant	93
RF-48	Administrative Aide	92

*Salary ranges for the above classifications will be based on the following formula:

- 5a *Revised by R.A. No. 96 to Mod. 92 Effective March 20, 1967 Appendix A Schedule I Part A



Range Median = a + bx

a = \$255.00

Where (currently): b = \$ 4.05

x = Evaluation Points

The values of "a" and "b" may be changed from time to time in accordance with Section G of Part II.

Range Maximum = Median plus 20% Range Minimum - Median minus 20%

-5b-

Revised by R.A. No. 87 to Mod. 92 Effective November 1, 1966 Appendix A Schedule I Part A



*SCHEDULE I PART B - SERIES C THE DOW CHEMICAL COMPANY ROCKY FLATS PLANT CONTRACT NO. AT(29-1)-1106

SCHEDULE OF MONTHLY SALARY RANGES FOR NONEXEMPT CLERICAL SALARIED CLASSIFICATIONS

JOB CODE	CLASSIFICATION	SALAR MINIMUM	Y RANGE MAXIMUM
C-100 101 102	Clerk l File Clerk l Mail Clerk l	\$ 297	\$ 416
C-110 111	Operator l Ozalid Operator	297	416
C-200 203 204 205	Clerk 2 Administrative Clerk Reservation Clerk Classified Material Clerk	324	454
C-210	Operator 2 Keypunch Operator Switchboard Operator	324	454
C-220	Stenographer	324	454
C-300 · 301 302	Clerk 3 Accounting Clerk Purchasing Clerk	351	492
C-310 311 312	Operator 3 Teletype Operator Sr. Keypunch Operator	351	492
C-320	Junior Secretary	351	492

-6-

*Revised by R.A. No. 87 to Mod. 92 Effective November 1. 1966 Appendix A



		SALAF	RY RANGE
JOB CODE	CLASSIFICATION	MINIMUM	MAXIMUM
C-400 401	Clerk 4 Payroll Clerk	\$ 381	\$ 533
C-410 411 412	Operator 4 Sr. Teletype Operator Reproduction Equipment Operator	381	533
C-420	Secretary	381	533
- 500	Clerk 5	412	577
C-510	Operator 5	412	577
C-520	Sr. Secretary	412	577
C-600 601 602 603 604	Clerk 6 Sr. Clerk Accountant 6 Material Control Accountant 6 Scheduler	448	627
C-620	Administrative Secretary	448	627



*SCHEDULE I PART B - SERIES T THE DOW CHEMICAL COMPANY ROCKY FLATS PLANT CONTRACT NO. AT(29-1)-1106

SCHEDULE OF MONTHLY SALARY RANGES FOR NONEXEMPT VOCATIONAL-TECHNICAL SALARIED CLASSIFICATIONS

			Y RANGE
JOB CODE	CLASSIFICATION	MINIMUM	<u>MAXIMUM</u>
T-100	Technician Trainee	\$ 403	\$ 564
T-110 111	Operator Trainee Tab Machine Operator Trainee	403	564
T-120	Special Trainee	403	564
T-200 201	Technician C Medical Technician	436	611
T-210 211	Operator C Tabulating Machine Operator C	436	611
Z220 227	Specialist C Draftsman	436	611
T-300 301 302 303	Technician B Equipment and Armory Technician Lock and Key Technician (R&D, Lab, and other "Technical") Technician B	474	664
T-310	Operator B	474	664
T-320 322 324 325 328	Specialist B Dispatching Officer Industrial Illustrator Industrial Photographer Nurse	474	664

		SALAR	Y RANGE
JOB CODE	CLASSIFICATION	MINIMUM	MAXIMUM
T-410 411 412	Operator A Tabulating Machine Operator A Head Keypunch Operator	\$ 515	\$ 721
421 422 423 425 426 427 428	Specialist A Junior Programmer Shipment Officer Scheduler - Expediter Head Clerk Confidential Secretary Engineer-Draftsman Head Nurse	515	721
T-500 501	Master Technician (R&D, Lab, and other "Technical") Technician	560	785
T-520 521 522 523 524 525 526	Specialist Associate (Chemist, Physicist, Programmer, etc.) Master Locksmith Planner Sr. Industrial Illustrator Sr. Industrial Photographer Tool Designer	560	785
527	Design Draftsman		

SCHEDULE I PART C. THE DOW CHEMICAL COMPANY ROCKY FLATS PLANT

Hourly Wage Rate Schedule for Plant Protection Personnel

Effective July 1, 1962

CLASSIFICATION	•	HOURLY	RATE
Master Sergeant Senior Sergeant Patrolman	\$2.64(3) \$2.46(2)		\$2.94 \$2.80 \$2.66
	Effective August 12, 1963		
Master Sergeant Senior Sergeant Patrolman	\$2.66(3) \$2.52(2)		\$3.01 \$2.86 \$2.72
	Effective August 10, 1964		
Master Sergeant Senior Sergeant Patrolman	\$2.68(3) \$2.54(2)		\$3.03 \$2.88 \$2.74
	Effective October 12, 1964		
Security Dispatcher Master Sergeant Senior Sergeant Patrolman	\$2. 68(3) \$2. 54(2)	\$3.08(3) \$2.93(3) \$2.78(3) \$2.64(3)	\$3.18 \$3.03 \$2.88 \$2.74
	Effective December 7, 1964		
Security Dispatcher Master Sergeant Senior Sergeant Patrolman	\$2.75(3) \$2.61(2)	\$3.15(3) \$3.00(3) \$2.85(3) \$2.71(3)	\$3. 25 \$3. 10 \$2. 95 \$2. 81
Revised by R.A. No. 5 Effective February 1,		Appendix	A



*Effective February 1, 1965

CLASSIFICATION		HOURLY	RATE
Security Dispatcher Master Sergeant Senior Sergeant Patrolman	\$2.76(3) \$2.62(2)	\$3.16(3) \$3.01(3) \$2.86(3) \$2.72(3)	
	*Effective June 27, 1966		
Security Dispatcher Master Sergeant Senior Sergeant Patrolman	\$2.84(3) \$2.70(2)	\$3.24(3) \$3.09(3) \$2.94(3) \$2.80(3)	
	* Effective June 26, 1967		
Security Dispatcher Master Sergeant Senior Sergeant Patrolman	\$2. 92 (3) \$2. 78 (2)	\$3.32(3) \$3.17(3) \$3.02(3) \$2.88(3)	•

(Figures in parenthesis indicate number of months to be served at each rate before advancing to the next rate within a classification.)

*Added by R.A. No. 51 Effective February 1, 1965 - 9a - Appendix A Schedule I-C



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SCHEDULE II

LABOR AGREEMENT

SCHEDULE III

OVERTIME CHART

Base		HOURL	Y RATE	48-HOUR	WEEK
Monthly	Over-	Straight	Over-	Added	Total
Salary	<u>time</u>	time	time	Mo. Pay	Mo. Pay
\$ 640	1.500	3.699	5.549	192.38	832.38
645	1.483	3.728	5.529	191.69	836.69
6 50	1.466	3.757	5.508	190.96	840.96
655	1.449	3.786	5.486	190.20	845.20
660	1.432	3.815	5.463	189.40	849.40
665	1.415	3.844	5.439	188.57	853.57
670	1.398	3.873	5.414	187.70	847.70
675	1.381	3.902	5.389	186.84	861.84
680	1.364	3.931	5.362	185.90	865.90
685	1.347	3.960	5.334	184.93	869.93
690	1.330	3.988	5.304	183.89	873.89
695	1.313	4.017	5.274	182.85	877.85
700	1.296	4.046	5.244	181.81	881.81
705	1,279	4.075	5.212	180.70	885.70
710	1.262	4.104	5.179	179.56	889.56
715	1.250	4.133	5.166	179.11	894.11
720	1,233	4.162	5, 132	177.93	897.93
725	1.216	4.191	5,096	176.68	901.68
730	1.199	4.220	5.060	175.43	905.43
735	1.182	4.249	5.022	174.11	909.11
740	1.165	4.277	4.983	172.76	912.76
745	1.148	4.306	4.943	171.37	916.37
750	1.131	4.335	4.903	169.99	919.99
755	1.114	4.364	4.861	168.53	923.53
760	1.097	4.393	4.819	167.07	927.07
765	1.080	4.422	4.776	165.58	930.58
770	1.063	4.451	4.731	164.02	934.02
775	1.046	4.480	4.686	162.46	937.46
780	1.029	4.509	4.640	160.87	940.87
785	1.012	4.538	4.592	159.20	944.20

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Appendix A Schedule III



Base		HOURLY	Y RATE	48-HOUR	WEEK
Monthly	Over-	Straight	Over-	Added	Total
Salary	time	time	time	Mo. Pay	Mo. Pay
					
\$ 790	1.000	4.566	4.566	158.30	9 4 8.30
795	. 983	4.595	4.517	156.60	951.60
800	. 966	4.624	4.467	154.87	954.87
805	.949	4.653	4.416	153.10	958.10
810	. 932	4.682	4.364	151.30	961.30
815	.915	4.711	4.311	149.46	964.46
820	. 898	4.740	4.257	147.59	967.59
825	.881	4.769	4.201	145.65	970.65
830	.864	4.798	4.145	143.71	973.71
835	.847	4.827	4.088	141.73	976.73
840	.830	4.855	4.030	139.72	979.72
845	.813	4.884	3.971	137.67	982.67
850	. 796	4.913	3.911	135.59	985.59
855 -	.779	4.942	3.850	133.48	988.48
860	. 762	4.971	3.788	131.33	991.33
865	. 750	5.000	3.750	130.01	995.01
870	.733	5.029	3.686	127.79	997.79
875	. 716	5.058	3.622	125.57	1000.57
880	. 699	5.087	3.556	123.29	1003.29
885	.682	5.116	3.489	120.96	1005.96
890	. 665	5.145	3.421	118.61	1008.61
895	. 648	5,173	3.352	116.21	1011.21
900	.631	5.202	3.282	113.79	1013.79
905	.614	5.231	3.212	111.36	1016.36
910	.597	5.260	3.140	108.86	1018.86
915	.580	5.289	3.068	106.37	1021.37
920	.563	5.318	2.994	103.80	1023.80
925	.546	5.347	2.919	101.20	1026.20
930	. 529	5.376	2.844	98.60	1028.60
935	.512	5.405	2.767	95.93	1030.93
940	.500	5.434	2.717	94.20	1034.20
945	.483	5.462	2.638	91.46	1036.46
950	.466	5.491	2.559	88.72	1038.76
955	.449	5.520	2.478	85.91	1040.91
960	.432	5.549	2.397	83.10	1043.10



OVERTIME CHART (cont'd)

Contract AT(29-1)-1106

Base		HOURL	YRATE	48-HOUR	WEEK
Monthly	Over-	Straight	Over-	Added	Total
Salary_	time	time	time	Mo. Pay	Mo. Pay
\$ 965	.415	5.578	2.315	80.26	1045.26
970	.398	5.607	2.232	77.38	1047.38
975	.381	5.636	2.147	74.44	1049.44
980	.364	5.665	2.062	71.49	1051.49
985	.347	5.694	1.976	68.51	1053.51
990	.330	5.723	1.889	65.49	1055.49
995	.313	5,751	1.800	62.41	1057.41
1000	.296	5.780	1.711	59.32	1059.32
1005	.279	5.809	1.621	56.20	1061.20
1010	. 268	5.838	1.530	53.05	1063.05
1015	.250	5.867	1.467	50.86	1065.86
1020	.233	5.896	1.374	47.64	1067.64
1025	.216	5.925	1,280	44.38	1069.38
1030	.199	5.954	1.185	41.08	1071.08
1035	.182	5.983	1.089	37.76	1072.76
1040	,165	6.012	.992	34.39	1074.39
1045	.148	6.040	.894	30.99	1075.99
1050	.131	6.069	. 795	27.56	1077.56
1055	.114	6.098	. 695	24.10	1079.10
1060	.097	6.127	.594	20.59	1080.59
1065	.080	6.156	. 492	17.06	1082.06
1070	.063	6.185	.390	13.52	1083.52
1075	.046	6.214	.286	9.92	1084.92
1080	.029	6.243	.181	6.28	1086.28
1085	.012	6.272	.075	2.60	1087.60
1090	.000	6.301	.000	0.00	1090.00

SCHEDU LE IV

GROUP INSURANCE

SALARIED EMPLOYEES - BASIC PLAN *

			V	Imployee Veekly
Ben	efit	Coverage		Contribution
Em	ployees			
1.	Life Insurance	\$4,250.00		
2.	Accident & Health Non-Occupational Disability	31.50		
3.	Hospital Expense and Surgical Expe	nse		
	Daily Room Benefit - maximum	13.50		
	Special Services - maximum	2,000.00		
	Physician Attendance (\$4 per day)	-		
	maximum	480.00		
	Surgical Operations	300.,00		
	<u> </u>	Τ	otal	\$.82
Dep	pendents			

1.	Hospital Expense and Surgical Expen	.se		
	Daily Room Benefits - maximum	11.00		
	Special Services - maximum	2,000.00		
	Physician Attendance (\$3 per day) -	9		
	maximum	360.00		
	Surgical Operations - maximum	250.00		
	~ - 5		Total	\$ 45

^{*} Upon attainment age 65, coverage reduced to that indicated under "Retired Employees - Expanded Plan."

Appendix A -14-Schedule IV



SCHEDULE IV

GROUP INSURANCE

SALARIED EMPLOYEES - EXPANDED PLAN*

Employee with Basic Annual Salary of:	Life Insurance	Weekly Contribution Rate per \$1,000 Over \$4,250
Less than \$3,500	\$ 4,250	\$
\$ 3,500 but less than 4,500	8,000	.07
4,500 but less than 5,500	10,000	.08
5,500 but less than 6,500	12,000	.09
6,500 but less than 7,500	14,000	.09
7,500 but less than 8,500	16,000	. 10
8,500 but less than 9,500	18,000	.10
9,500 but less than 10,500	20,000	.11
10,500 but less than 13,000	24,000	.11
13,000 but less than 15,000	28,000	.12
15,000 but less than 17,000	32,000	. 12
17,000 but less than 19,000	36,000	. 13
19,000 but less than 21,000	40,000	.13
21,000 but less than 23,000	44,000	. 14
From \$23,000 to \$49,000 and	From \$48,000	to
Over in Steps of \$2,000	\$100,000 in Ste	eps of
→ · · · · · · · · · · · · · · · · · · ·	\$4,000	. 14

^{*} Upon attainment age 65, coverage reduced to that indicated under "Retired Employees - Expanded Plan."



SCHEDULE IV

GROUP INSURANCE

RETIRED SALARIED EMPLOYEES - EXPANDED PLAN *

Completed Years of Service at Age 65 or Retirement	Life Insurance at Age 65 or After Retirement	Maximum Combined Hospital and Surgical Benefits on Account of You and Your Wife
13 or less	\$ 1,000	\$ 500
14	1,000	600
15	1,000	700
16	1,000	800
17	1,000	900
18	1,000	1,000
19	1,000	1,100
20	1,000	1,200
21	1,000	1,300
22	1,000	1,400
23	1,000	1,500
24	1,000	1,500
25	1,000	1,500
26	1,100	1,500
27	1,200	1,500
28	1,300	1,500
29	1,400	1,500
30 or more	1,500	1,500

^{*} Attainment of age 65, or earlier retirement, under a Company Retirement Plan.

(For additional details, see Metropolitan Life Insurance Company Group Insurance Policies Nos. 16740-G and 16741-G.)

