

6. The Contractor shall, during the operation of the ^{limited} facility, do all things, such as building fences, guard shelters and vaults, and installing lighting, communications, and protective equipment, which may be required by the Commission to promote effective compliance with the Commission's security standards.

7. The Commission may at any time require the Contractor to remove an employee from further participation in the work under the contract, should his continued participation in such work be deemed by the Commission to be prejudicial to the interests of the United States, notwithstanding the fact that security clearance has previously been granted to such employee.

8. Except as authorized in writing by the Commission, the Contractor will insert in all subcontracts provisions similar to paragraphs 1 through 7 of this Article.

ARTICLE XXII - PATENTS

1. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of any of the work under this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result; provided, however, that in the fields of light metals and chemistry relating to the Contractor's business, including equipment and instrumentation relating thereto, the Contractor in any event shall retain at least a non-exclusive, irrevocable, royalty-free license with the right to issue sub-licenses under such invention, discovery,

application or patent, such license and sub-licenses being limited to the manufacture, use and sale for purposes other than use in the production or utilization of fissionable material or atomic energy. Subject to the license and sub-licensing rights retained by the Contractor as provided in this paragraph, the judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this contract.

3. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of paragraphs 1 and 2 of this Article from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will not have access to technical data.

4. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts made hereunder provisions making this Article applicable to the subcontractor and its employees.

ARTICLE XXIII - ANTI-DISCRIMINATION

1. The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant.

for employment because of race, creed, color or national origin.

2. The Contractor agrees that the provisions of paragraph 1 above will be inserted in all of its subcontracts. For the purpose of this Article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard of commercial articles or raw materials shall not be considered as a subcontract.

ARTICLE XXIV - EIGHT-HOUR LAW

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic day rate of pay. For each violation of the requirements of this Article a penalty of five dollars shall be imposed upon the Contractor for

each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this Article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: PROVIDED, that this stipulation shall be subject in all respects to the exceptions and provisions of U.S. Code, Title 40, sections 321, 324, 325, 325a, and 326, relating to hours of labor and compensation for overtime.

ARTICLE XXV - CONVICT LABOR

The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE XXVI - PUBLICITY

The Contractor, its officers, employees and agents, shall not, without obtaining the prior written approval of the Commission, supply, furnish and/or disclose any specifications, maps, drawings, photographs or any information whatsoever concerning the project or projects and/or work performed or to be performed under this contract for the purpose of having such matter or information published in any form, in books, magazines and/or newspapers, press or radio releases or by any other means.

ARTICLE XXVII - TRANSFER OF CONTRACT

Should the Contractor find it advisable or expedient to transfer this contract, including all its rights and obligations thereunder to a subsidiary of the Contractor, the Contractor will provide a notice to the Commission in writing at least 30 days prior to such transfer and further agrees to supply to the Commission such documents as the Commission may request in connection with this transfer.

Prior to such a contract transfer, the Contractor and the Government will enter into an agreement setting forth the extent of responsibility which the Contractor will continue to have for the project work. After such agreement has been executed and the transfer accomplished, the Contractor will be released from further obligations and liabilities under this contract.

ARTICLE XXVIII - WALSH-HEALEY ACT

To the extent required by law, the representations and stipulations required by Section 1 of the Act of June 30, 1936 (Public Law No. 846, 74th Congress) to be included in all contracts therein specified hereby are incorporated and made a part of this contract with the same force and effect as if fully set forth herein.

ARTICLE XXIX - DEFINITIONS

As used in this contract the terms "Atomic Energy Commission", and "Commission" shall mean the United States Atomic Energy Commission or its duly authorized representative or representatives.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY THE ATOMIC ENERGY COMMISSION

BY /s/ C. L. Tyler
Contracting Officer

THE DOW CHEMICAL COMPANY

BY /s/ Mark E. Putnam
TITLE Vice-Pres.

WITNESSES:

Tyrone Gillespie
C. E. Price

67
CORPORATE CERTIFICATE

I, R. B. Bennett, certify that I am the
assistant secretary of the corporation named in the
contract herein; that Mark E. Putnam who signed
this contract on behalf of the Contractor, was then Vice President
General Manager of said corporation; that said contract was duly
signed for and in behalf of said corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

/s/ R. B. Bennett

Interim Appendix A

02
A B

Pending the development of formal Appendix A to Contract AT-(29-1)-1106 the Company will be reimbursed for wages and salaries, and fringe benefits, travel, transportation and living expenses incurred by employees assigned to this work so long as the expenses are in accordance with approved policies for employees at the Midland, Michigan Plant.

Policies Governing Reimbursement of Expenditures
in Connection with Employment of Personnel

A P P E N D I X A

TO

CONTRACT AT-(29-1)-1106

BETWEEN

THE DOW CHEMICAL COMPANY
Midland, Michigan

AND

ATOMIC ENERGY COMMISSION
SANTA FE OPERATIONS OFFICE
Los Alamos, New Mexico

APPENDIX A

Contract No. AT-(29-1)-1106

PERSONNEL POLICIES, WAGE AND SALARY SCHEDULES,
TRANSPORTATION, TRAVEL AND LIVING EXPENSE POLICIES

The contractor personnel policies, wage and salary schedules, transportation, travel, and living expense policies set out in this Appendix have been approved by the Commission for application to this Contract and will apply to all of the contractor's employees engaged in work under this Contract.

Such policies and schedules, subject to any specified reimbursement and/or Commission approval requirements included herein are to be regarded as controlling in the determination of allowable costs under Article III.

Revisions of this Appendix will be made in accordance with the foregoing through issuance of reimbursement authorizations and appendix Change Sheets by AEC subsequent to AEC receiving written advice from the contractor of changes approved or negotiated for inclusion herein:

PART I

Non-manual employees

A. Classification and Rates of Pay

1. Exempt Employees

Salaries shown in Schedule 1 of this Appendix apply to executive, administrative and professional employees and are based on an indefinite and varying number of

SCHEDULE 4

THE DOW CHEMICAL COMPANY
ROCKY FLATS PLANT
CONTRACT NO. AT(29-1)-1106

HOURLY WAGE RATE SCHEDULE OF MANUAL
PRODUCTION AND MAINTENANCE EMPLOYEES

EFFECTIVE JANUARY 18, 1951 TO MAY 18, 1953

(Figures in parenthesis indicate time schedule in months to be served at each rate before advancing to the next rate within a labor grade.)

<u>CLASSIFICATION</u>	<u>RATE</u>	
	<u>HIRING</u>	<u>JOB</u>
<u>Grade I</u>	\$1.30 (1)	\$1.40
Janitor Janitoress Laborer		
<u>Grade II</u>	\$1.30 (1)	\$1.40 (2) \$1.50
Washer - II Handyman Janitor-Handyman Truck Driver Service Attendant Washer-Sorter-Sewing Machine Man Laboratory Handyman Refuse Burner Taxi-Bus Driver Lorry Operator		
<u>Grade III</u>	\$1.40 (2)	\$1.50 (3) \$1.60
Clerk Crane Operator (Pendant) Expediter Snag Wheel Grinder Laundry Machine Man - III Washer - III Stock and Tool Clerk Personnel Meter Technician Counting Technician Tool Crib Clerk Janitor-Handyman - III (C working conditions)		

hours of work. These employees are paid for the performance of duties required by their job and are not given a number of hours of application to such job.

Where a work week longer than forty (40) hours is scheduled for salaried employees exempt from the overtime provisions of the Wage-Hour Law, the scheduled hours worked over forty (40) hours will be compensated as follows:

(a) Employees earning Four Hundred Fifty Dollars (\$450.00) per month or less will be paid time and one-half for scheduled excess hours worked.

(b) Employees whose salaries range from Four Hundred Fifty Dollars (\$450.00) to Seven Hundred Twenty Dollars (\$720.00) per month, will be paid for the scheduled excess hours worked at a rate uniformly decreasing from time and one-half at Four Hundred Fifty Dollars (\$450.00) to Zero (0) at Seven Hundred Twenty Dollars (\$720.00). A schedule of overtime rates for such employees is attached as part of Schedule 1 and is hereby incorporated in this Appendix A.

2. Non-exempt Employees

Salaries shown in Schedule 2 are for personnel to whom the provisions of the Fair Labor Standards Act apply. These employees are paid the specified base rate of Schedule 2 on the basis of forty (40) hours of work per week.

3. Technically Trained Employees

Schedule 3 indicates base rates and other factors which are added to base rates for technically trained personnel. Technically trained personnel are individually determined to be exempt or non-exempt from the provisions of the Fair Labor Standards Act and are paid for overtime work accordingly. Overtime rates are determined as indicated in paragraphs 1 (a) and 1 (b) above.

*4. Method of computation for daily wage will be as follows:

$$\frac{\text{Monthly Salary} \times 12 \times 14}{365} \div 10$$

5. No part of any salary paid at a rate in excess of the maximum prescribed for the classification will be allowable unless specifically approved by the Commission.

Mod. No. 11 - Revised 9/23/53

* ~~Revised by Reimbursement Authorization No. 10 dated 9-23-53~~

6. When the full time of an employee is not applied to work under this contract, only that part of the employee's salary which is properly applicable to this contract in accordance with paragraph 4 above will be allowed.

B. Hours of Work

1. Work Week

The standard work week for salaried personnel runs from 8:00 A. M. Monday to 8:00 A. M. the following Monday and consists of five (5) eight (8) hour days. Under emergency conditions five (5) eight and one-half ($8\frac{1}{2}$) hour days, plus a four (4) hour day, or six (6) eight (8) hour days may be scheduled.

2. Overtime

Salaried employees subject to the overtime provisions of the Fair Labor Standards Act will be compensated for hours worked over eight (8) per day, or forty (40) per week at a rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate of compensation.

3. Approval for Extended Work Week

Prior Commission approval must be obtained before establishing a work week in excess of forty (40) hours in accordance with current published policies of the Commission.

C. Holiday Payments

1. Holidays observed

Regular salaries of monthly and weekly rated employees will not be reduced by approved absence on Holidays which are generally observed as non-work days and which have been designated by the contractor's management as non-work days. These usually will be:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

* Holidays which fall on Saturday will normally be observed on the preceding Friday.

Holidays falling on Sunday will normally be observed on the following Monday. Salaried employees whose services are not required on the Legal Holidays and who do not work on such Holidays will receive no reduction in salary. Employees scheduled to work on any such Holidays, who do not do so, may lose a day's pay in cases where the failure to work is not based on a reasonable excuse.

2. Holiday Premium Pay

When one of the six National Holidays herein recognized fall on a regular work day and the non-exempt salaried employee's services are required, he will be compensated for the hours worked on the Holiday at a rate of time and one-half for regular rate, which compensation will be in addition to his regular compensation for the day.

D. Voting Time

Excused absence for voting time will be governed by the Statutes of the State of Colorado, which normally permits two (2) hours off work for voting without loss of pay. However, if the distance travelled to the legal voting location is excessive, an employee may be granted leave without pay in excess of two (2) hours so that voting may be accomplished.

E. Hiring Rates, Merit Increases and Promotions

1. Hiring Rates

(a) Exempt and non-exempt Employees

Exempt and non-exempt salaried employees are hired in accordance with procedure as established at the Home Office, Midland, Michigan.

It is the established policy of the Company to

set the employee's starting salary in the new classification at a point commensurate with his experience, training and ability and in line with the rate of other individuals in the classification having the most nearly comparable experience, training and ability.

The established policy of the Company requires that unless very unusual circumstances present themselves an increase of 15% over the employees former base salary is the maximum for a promotional increase for the new position. The unusual case would be represented by jumping two or three ranks of classification or possibly moving an employee from a position whereby his special skills and ability were not being used to a position where special skills and ability and know-how are required. Extensive, complete explanation is required setting forth all pertinent facts when a promotional increase exceeding 15% is requested.

- 8 -

Such classification and salary will be individually approved by the Plant Manager, The Dow Chemical Company, Rocky Flats Plant.

(b) Technical Trained Employees

Technically trained employees are hired in accordance with procedure established by the Home Office, Midland, Michigan. The hiring schedules are basic guides which may be changed from year to year. In using the values set forth in Schedule 3, hiring rates are checked with rate of those personnel of similar age, training and classification already in the department or plant in order that proper differentials be maintained between new employees and present employees. If higher rates are set for new employees, the higher rate must be fully justifiable due to added values over and above those of the present employees. For all personnel employed for positions in service or production, a minimum of Three Hundred Twenty-five Dollars (\$325.00) is effective when placed on the job, providing the classification carries the responsibility of supervision. The contractor's Plant Manager will approve individually rates applied under this paragraph.

2. Merit Increases

Merit increases for salaried employees will be handled in accordance with the following The Dow Chemical Company policy:

When Company-wide economic conditions warrant, the Executive Committee of the Board of Directors, The Dow Chemical Company, Midland, Michigan, establishes a fund usually expressed in terms of a specified percentage of the salary payroll, which fund may be distributed in the form of merit increases to salaried employees in line with their added experience, training, skill and ability.

The contractor may distribute this specified sum of money in any manner to salaried employees engaged in work under this contract, (Company-wide percentage times base salaried payroll at last pay period prior to effective date of increase) provided that the total over-all merit increases granted do not exceed, in terms of percentage, the figures set by the Board of Directors and which is available to other Divisions of the Company. The contractor will give written notice to the Commission when such percentage merit

increase funds have been voted by the Board of Directors, indicating the approved percentage figure as applied to Rocky Flats Plant. The Plant Manager will approve individual salary adjustments resulting from this merit increase plan.

3. Reclassification and Promotion

At the time that an employee's duties are changed and/or responsibilities are increased or decreased and it is determined that a position reclassification is in order, it is the established policy of the contractor to set the employee's starting salary in the new classification at a point commensurate with his special training and ability and in line with the rate being paid other individuals in the classification having the most nearly comparable experience, training and ability.

The established policy of the Company requires that unless very unusual circumstances present themselves an increase of 15% over the employees former base salary is the maximum for a promotional increase for the new position. The unusual

case would be represented by jumping two or three ranks of classification or possibly moving an employee from a position whereby his special skills and ability were not being used to a position where special skills and ability and know-how are required. Extensive, complete explanation is required setting forth all pertinent facts when a promotional increase exceeding 15% is requested.

Such reclassification actions will be individually approved by the Plant Manager, The Dow Chemical Company, Rocky Flats Plant.

F. Leave Privileges

* 1. Vacation

The standard vacation schedule allows thirteen (13) working days of vacation per year after the first year of employment. Only scheduled workdays are counted as days of vacation. Effective January 1st of the year in which the employee completes 25 years of continuous service, he is entitled to three additional days of standard vacation. He will then be entitled to 16 days of standard vacation each year thereafter.

In addition, a merit vacation consisting of additional vacation of five (5) days is granted, which vacation may be taken after the tenth (10th) through the fourteenth (14th) year of employment. A merit vacation

Mod. No. 9

* Revised by ~~Personnel Administration~~ dated 8-28-53

* of ten (10) additional days may be taken after the fourteenth (14th) and through the nineteenth (19th) year of employment. A merit of 15 additional days may be taken after the 19th year and through the 24th year of employment. During each five (5) year period thereafter, twenty (20) days of merit vacation is given. Merit vacation must be taken in blocks of at least two (2) days.

2. Sick Leave

No salary deductions are made if salaried employees are absent for a reasonable period due to illness or injury.

Periods of absence of five (5) days or less will be approved by Department Heads who report to the Plant Manager. Absences over five (5) days must be approved by the Rocky Flats Plant Manager.

3. Severance Pay

No severance pay allowances are granted employees who resign from the service or are discharged for cause. A technical employee whose services are no longer needed will receive a severance pay allowance of one (1) month's pay for services of one (1) year or less, plus one (1) week for each year of service over one (1) year. Non-technical salaried employees whose services are no longer needed will receive one (1) week's severance pay for services of from one (1)

month to one (1) year, two (2) week's pay for service of from one (1) to two (2) years, three (3) week's pay for service of from two (2) to three (3) years, and four (4) week's pay for service of three (3) or more years.

4. Allowed Absence

Salaried employees necessarily absent from work for personal reasons, such as death or serious illness in their immediate family, attendance in Court or similar controlling reasons, will receive no deduction in salary for such periods of absence.

Periods of absence of five (5) days or less will be approved by Department Heads who report to the Plant Manager. Absences over five (5) days must be approved by the Rocky Flats Plant Manager.

PART II

Manual Employees

A. Classification and Rates of Pay

1. Hourly Paid

(a) Production and Maintenance Employees

Wage rates shown in Schedule 4 of this Appendix apply to production and maintenance employees.

(b) Plant Protection Employees

Wage rates shown in Schedule 5 of this Appendix apply to plant protection employees.

2. Weekly Paid

Wage rates shown in Schedule 6 of this Appendix apply to Cafeteria employees.

3. No part of any wage rate paid in excess of the maximum presented for the classification will be allowable unless specifically approved by the Commission.

B. Miscellaneous Pay Factors

1. Premium Pay on Odd Schedules

Schedules for employees working odd schedules on jobs operating only five (5) days per week will provide two (2) days off each work week. Days off will be consecutive. The Company will pay time and one-half to such employees for work performed on their scheduled days off. Should working the second scheduled day off cause the employee to

work seven (7) days in the work week, then double time will be paid for work performed on the second scheduled day off.

2. Odd Schedule Jump Shift Rates

An odd schedule is defined as a prearranged work schedule with a degree of permanency and which does not conform to the schedule worked by day shift, does not conform to the schedule worked by rotating shift, nor is it a regularly established second or third shift. Regularly scheduled overtime shall not be construed to mean an odd schedule.

Employees who work odd schedules which cover jump shift work or either Saturday or Sunday work shall be paid during such work week six cents (6¢) per hour above the authorized rate for such job.

3. Premium Pay on Shift Schedules

Present schedules for shift workers provide for at least two (2) consecutive days off in any nine (9) consecutive days. The Company will pay time and one-half to shift employees for work performed on their scheduled days off except that should working the second scheduled day off cause the employee to work seven (7) days in the work week, then double time shall be paid for work performed on the second scheduled day off.

Under the present shift schedule, a shift employee is scheduled to work six (6) days in one (1) work week out of

every four (4) work weeks. During this one (1) work week, the employee's only scheduled day off is Monday. It is agreed to consider the Sunday following that Monday a premium pay day as such. In other words, all work performed on that Sunday by shift employees will be paid at time and one-half rate.

Inasmuch as Monday of that one (1) week is the only scheduled day off in that week, work performed on that Monday will be paid at double time, if working that day causes the employee to work seven (7) days in that work week.

4. Call-in Pay

Employees called to work or employees permitted to come to work without having been properly notified that a full day's work does not exist shall receive a minimum of four (4) hours' pay during which time they shall perform such work within their department as may reasonably be assigned to them.

5. Shift Differential

The second shift working from 4:00 P. M. to 12:00 midnight shall receive eight cents (8¢) per hour premium above their base hourly rate. The third shift working from 12:00 midnight to 8:00 A. M. shall receive sixteen cents (16¢) per hour premium above their hourly base rate.

Employees other than those on regular work shift shall receive the same premium except that the starting time for premium payment shall coincide with the normal closing hour for day employees. Overtime will be paid on the hourly rate, including premium, if applicable, in effect at the time the overtime occurs.

C. Hours of Work

1. Work Week

Normal working hours shall be from 8:00 A. M. to 4:45 P. M. with three-fourth ($3/4$) hour out for a lunch period. Overtime, as required, shall be scheduled. Normal working hours for shift workers shall be from 8:00 A. M. to 8:00 A. M. the following day, with shift changes occurring at 8:00 A. M., 4:00 P. M., and 12:00 midnight. The work week runs from 8:00 A. M. Monday to 8:00 A. M. the following Monday.

2. Overtime

Time and one-half will be paid for work in excess of eight (8) hours per workday or in excess of forty (40) hours per week.

3. Approval for Extended Work Week

Prior Commission approval must be obtained before establishing a work-week in excess of forty (40) hours.

D. Holiday Payments

Two and one-half (2½) times the normal rate of pay shall be paid for all work performed on the following legal holidays:

Christmas Day	Independence Day
New Years Day	Labor Day
Memorial Day	Thanksgiving Day

Employees shall be paid eight (8) hours pay at straight time hourly day rate (not to include any bonus, shift differential, or odd shift allowance) for the six (6) holidays referred to herein but not worked; provided, however, that:

1. The employee has not failed to work when scheduled to work on such holiday.
2. Idle holiday pay for holidays falling on Saturday shall be confined to those employees whose regular shift normally works on Saturday, but who are expressly instructed not to report for work on such holiday.
3. The employee shall have worked his last scheduled hours immediately preceding the holiday and his first scheduled hours immediately following the holiday.
4. The holiday does not occur on the employee's scheduled day off, the employee is not on leave of absence, not on sick leave or not laid off: (Lay-off for the purpose of this paragraph shall also mean an employee off work for a period in excess of four (4) working days, the holiday included.)

Time paid for holidays, whether work is actually performed or not, shall be considered as time worked for the purpose of determining premium time consideration on any other basis.

Vacation properly pre-arranged shall not interfere with any provisions of this section.

When an employee who is otherwise eligible for holiday pay works less than eight (8) hours, he shall be paid two and one-half ($2\frac{1}{2}$) times his basic hourly rate for the hours worked and shall be paid straight time for the difference between his hours worked and eight (8) hours.

When an employee who is otherwise eligible for holiday pay is called in to work on a holiday, the minimum pay will be twelve (12) hours. This only applies to those employees who would normally be working except for the holiday and is not intended to apply to those employees whose days off fall on the holiday.

E. Voting Time

Excused absence for voting time will be governed by the Statutes of the State of Colorado, which normally permit two (2) hours off for voting without pay. However, if the distance travelled to the legal voting location is excessive, an employee may be granted leave without pay in excess of two (2) hours so that voting may be accomplished.

F. Hiring Rates

1. Production and Maintenance Employees

- (a) Employees hired on jobs in Labor Grades I and II are normally hired at \$1.30 per hour and shall progress to the job rate according to the progression schedule.
- (b) Employees hired on jobs in Labor Grade III are normally hired at \$1.40 per hour and shall progress to the job rate according to the progression schedule.
- (c) Employees hired on jobs in Labor Grade IV are normally hired at \$1.50 per hour and shall progress to the job rate according to the progression schedule.
- (d) Employees hired in jobs in Labor Grade V and above may be hired one step below the job rate and shall progress to the job rate according to the progression schedule.
- (e) When an employee's prior training and experience qualify him to fully assume the job responsibilities without further training he may be hired at the job rate or one step below the job rate and may be advanced to the job rate at the end of thirty (30) days.
- (f) In hiring Laboratory Assistant in Labor Grade IV, those with high school training only, with no prior experience, will be hired at \$1.50 per hour and shall advance according to the progression schedule. Employees

with one or more years of pertinent college training may be hired at \$1.60 per hour, depending on their qualifications.

2. Plant Protection Employees

(a) Employees hired in classifications of Master Sergeants and Senior Sergeants shall progress to the job rate on a three (3) month progression schedule.

(b) Employees hired in classifications of Sergeant and Patrolman shall progress to the job rate on a series of months by progressions. One increase will accrue after two (2) months and another following three (3) months after the first increase.

3. Employees hired for work in the Cafeteria will progress to the job rate according to Schedule 6.

G. Leave Privileges

1. Vacation

(a) An hourly-paid employee will be eligible for a vacation of six (6) days at the conclusion of his first year of employment. Only scheduled workdays are counted as days for vacation. One additional day of vacation shall be granted for each additional year of employment until the maximum vacation of thirteen (13) days per year is earned. In addition, a merit vacation consisting of an additional five (5) days of vacation

is granted, which vacation may be taken after the tenth (10th) and through the fourteenth (14th) year of employment. A merit vacation of ten (10) additional days may be taken after the fourteenth (14th) and through the nineteenth (19th) year of employment. During each five (5) year period thereafter, fifteen (15) days merit vacation is given. This merit vacation must be taken in blocks of at least two (2) days.

(b) Vacation allowances are granted to enable employees to enjoy well-earned periods of rest and relaxation, hence the granting of vacation pay in lieu of actual vacations is not in accord with the general purpose and is frowned upon. However, when the services of employees are urgently needed they will, after November 15 in any year, be permitted to charge days off against unused vacation if they so desire. Employees leaving the service for any reason will be paid for any unused vacation currently due.

(c) Prior employment with the Contractor and/or its subsidiary or affiliated companies shall be recognized as employment under this contract in determining eligibility for vacation and other employee privileges and benefits, provided that no such employment prior to a quit or a discharge or a loss of seniority for any reason be credited.

2. Sick Leave

Hourly-paid employees will receive sick leave benefits for the time lost due to illness or accidental injury as follows:

- (a) Benefits of half pay based upon the employee's current hour-day rate for disability extending beyond three (3) regularly scheduled workdays will be granted in accordance with the following schedule. For employees with less than one (1) year's service, none; one (1) to five (5) years' service, ten (10) days at half pay; more than five (5) years' service, two (2) days at half pay for each year of service.
- (b) An employee disabled for five (5) working days will receive half day's pay to cover the first day of the waiting period.
- (c) An employee disabled for ten (10) working days will receive half day's pay to cover the second day of the waiting period.
- (d) An employee disabled for fifteen (15) working days will receive half day's pay to cover the third day of the waiting period.
- (e) The maximum benefits established under paragraph (a) above also apply to the above provisions (b), (c), and (d).