

Houston, Texas, to the extent customarily considered as such in accordance with E&CS practices and procedures.

- f. The term "travel expenses" as used in this Section D shall mean expenses incurred for: transportation by common carrier; when approved by the Contractor, rental of cars excluding the cost of collision damage waiver insurance but including any sum for which an employee shall become contractually obligated to pay as the result of damage to rental vehicle and which would have been covered by the purchase of such collision damage waiver insurance; taxis; public transportation; tolls; and parking fees and gratuities. When the use of the employee's private car is approved or required, the term shall mean (i) an allowance of ten cents per mile and (ii) shall include expenses incurred for tolls and parking fees. "Travel expenses" as related to travel in the vicinity of Houston, Texas, shall mean such expenses as are customarily allowed by E&CS for such travel.
- g. The term "subsistence expenses" as used in this Section D shall mean costs of lodging, meals, gratuities, laundry, dry cleaning and pressing, and charges for official telephone calls, telegrams and postage.
- h. Costs allowable for expenses of transportation by rail may include first-class fare and expenses of Pullman accommodations.

i. No automobile may be rented when a less expensive means of local transportation is available and practical (considering time, cost and other factors), when use of a Government-owned or Government-leased vehicle is available and practical, or when use of another Contractor-rented vehicle or employee vehicle is available and practical. Similarly, no employee may be authorized to use his own vehicle in performance of the contract work when less expensive means of transportation are available and practical.

j. Without regard to the requirements of Section D.1.c. above, cost of employees travel insurance while on official travel (not to exceed \$2.00 per trip) shall be allowable.

2. Official Travel in Performance of the Contract Work

a. Allowable costs for local travel incurred in connection with the performance of work under this contract shall include and be limited to reasonable travel expenses.

b. Allowable costs for other travel incurred in connection with the performance of work under this contract shall include and be limited to reasonable travel expenses (including the expenses of commuting from the temporary place of abode to the Plant and return) and subsistence expenses.

- c. An employee will not be deemed on official travel within the meaning of this Section D.2. if the expected duration of his assignment at the Rocky Flats Plant exceeds one month; provided, however, that an employee's assignment on official travel may be extended to a maximum of three months with approval of the Contracting Officer.

3. Employees on Permanent Assignment at the Plant

- a. An employee shall be deemed on "permanent assignment" at the Rocky Flats Plant if his assignment is expected to be of a duration in excess of one year, unless the Contracting Officer's written approval is obtained on a case-by-case basis to considering such employee as one on temporary assignment within the meaning of Section D.4. below.
- b. Allowable relocation costs in connection with employees on permanent assignment at the Plant shall be equal to those provided for in Sections D and E (as applicable by their terms) of Part V of this Appendix A.

4. Employees on Temporary Assignment at the Plant

- a. An employee shall be deemed on "temporary assignment" at the Rocky Flats Plant if his assignment is expected to be of a duration of more than one month and not in excess of one year.
- b. Subject to case-by-case prior written approval of the Contracting Officer on a case-by-case basis, moving

expenses may be paid to employees who are on temporary assignment at the Plant for an expected duration of more than three months, not to exceed the following:

- (1) The reasonable cost of transporting household effects to a suitable location near the Plant, including packaging, temporary storage not to exceed 30 days, insurance and unpacking charges.
- (2) Reasonable travel expenses of the employee and his dependents from their place of residence to the Denver area.
- (3) Reasonable subsistence expenses, including baby-sitting fees, for the employee and his dependents while en route and until suitable housing is obtained in the vicinity of the Plant. This allowance shall not continue beyond 10 days after the employee arrives at the Plant vicinity without the written approval of the Contractor supervisory representative nor beyond 20 days without the written approval of the Contracting Officer.
- (4) Expenses incurred by the employee for cancellation of a lease for the housing he occupied as a residence at the location from which transferred; provided that the cost allowable shall not exceed an amount equal to three times the monthly rental cost.

- (5) Travel costs and subsistence expenses incurred by the employee and his wife for one round trip to the Denver area to seek adequate housing. The duration of the trip shall not exceed 7 days.
- (6) Reasonable costs of transportation of household effects, travel expenses and subsistence expenses of the employee and his dependents while en route returning to Houston on completion of the assignment.
- c. Employees may be granted a per diem allowance to commence at the time of their arrival in the Denver Area on temporary assignment at the Plant until their departure on completion of the assignment. The allowance shall not exceed \$12.00 per day. An employee who receives benefits pursuant to Section D.4.b. above, may be granted such per diem allowance but, when equitable in view of the expected amount of the increase in his living expenses engendered by the assignment, at a reduced rate. Employees may, in addition to such per diem allowance, be reimbursed extra costs incurred for Colorado license plates and/or drivers' licenses.
- d. Employees on temporary assignment at the Plant who have not received benefits pursuant to Section D.4.b. may be granted by the Contractor home visits to Houston no more

often than once each month, unless the Contracting Officer's written approval is obtained for more frequent such visits. The reimbursable amount of such visit shall be the travel expenses while en route.

e. Employees on temporary assignment at the Plant may be allowed reasonable travel expenses of commuting from their place of temporary abode to the Plant and return.

5. Deviations from the provisions of this Part VII may be approved in writing by the Contracting Officer on a case-by-case basis.



UNITED STATES
ATOMIC ENERGY COMMISSION

ALBUQUERQUE OPERATIONS OFFICE

P.O. BOX 5400

ALBUQUERQUE, NEW MEXICO 87115

Letter Modification No. 109
Supplemental Agreement to
Contract AT(29-1)-1106

The Dow Chemical Company
Midland, Michigan 48640

Gentlemen:

1. Upon acceptance by you, this letter will, effective November 15, 1970, constitute Letter Modification No. 109 to Contract AT(29-1)-1106 between The Dow Chemical Company (the Contractor) and The United States of America (Government), represented by the United States Atomic Energy Commission (the Commission).
2. Pending negotiation and execution of the definitive modification to this contract described in paragraph 4 below, the Contractor shall on the effective date of this Letter Modification, and subject to the provisions hereof, commence performance of the following additional work: The Contractor shall, in augmentation of its Rocky Flats Division, furnish the services of such professional and other personnel of its Engineering and Construction Services Division (and necessary incidental computing, printing and other services and necessary incidental materials and equipment) as shall be necessary to assure that the Rocky Flats Division will have the capability to provide to the Commission the benefits of the advice and recommendations of a thoroughly professional engineering and construction management system in connection with the design and construction of modifications and additions to the Commission's Rocky Flats Plant. It is contemplated that portions of the additional work will be performed at the Rocky Flats Plant and portions at the Contractor's Engineering and Construction Services Division, Houston, Texas.
3. Pending negotiation and execution of the definitive modification to this contract contemplated by paragraph 4 below, the Contractor

SEAL ON FILE

shall receive reimbursement for that portion of the costs incurred in performance of the additional work described in paragraph 2 which falls within the purview of subparagraph p. of paragraph 4 of Article V of the contract and which meets the other requirements of allowable costs prescribed by Article V.

4. The parties will negotiate in good faith and will execute no later than January 18, 1971, unless such date is extended by the Contracting Officer, a definitive modification to Contract AT(29-1)-1106 which will more fully describe the additional work to be performed, the basis for determining allowable costs of such work (which shall be consistent with AEC cost principles), the estimated cost and obligation of funds for such work, the additional fixed fee to be paid the Contractor for such work, and such other matters as to which the parties shall agree. The definitive modification contemplated by this paragraph 4 will, upon execution, supersede this Letter Modification.
5. The amount presently obligated by the Government with respect to this contract is unchanged by this Letter Modification.
6. If the parties fail to execute the definitive modification described in paragraph 4 within the time limitation specified therein, the rights and obligations of the parties shall be determined in accordance with the provisions of Article XXVII applicable upon partial termination of work for the convenience of the Government; provided, however, that in such event, the Contractor shall not be entitled to receive any fee or profit for work performed under this Letter Modification.
7. All provisions of Contract AT(29-1)-1106, as previously modified, shall apply to the work performed under this Letter Modification. For purposes of applying such provisions, the work described in this Letter Modification shall be deemed to be added to the work described in Article II, Statement of Work. In the event of any conflict between the provisions of this Letter Modification and the other provisions of Contract AT(29-1)-1106, the provisions of

The Dow Chemical Company 3

Modification No. 109
Contract AT(29-1)-1106

this Letter Modification shall control with respect to the performance of the work described in paragraph 2.

8. If this Letter Modification is acceptable to you, please indicate your acceptance by signing in the space provided and return two fully executed copies of this Letter Modification to the Contracts Division at the address shown above.

Sincerely,

H. C. Donnelly
H. C. Donnelly, Manager
Albuquerque Operations Office
Contracting Officer

Accepted by The Dow Chemical Company

By:

Title:

A. P. Beutel *Am*

Vice Pres.

Corporate Certificate

I, W. A. Groening, Jr., certify that I am the Assistant Secretary of the corporation named as Contractor herein; that A. P. Beutel, who signed this Letter Modification on behalf of said corporation, was then Vice President of said corporation; that this Letter Modification 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; and that I have set my hand and the seal of the said corporation hereto on this 7th day of December, 1970.

(SEAL)

W. A. Groening Jr.
ASSISTANT SECRETARY

cc: Dr. Lloyd M. Joshel, General Manager, The Dow Chemical Company
Rocky Flats Plant, P. O. Box 888, Golden, Colorado 80401
Frank E. Abbott, Area Manager, RFAO

UNITED STATES
ATOMIC ENERGY COMMISSION
P.O. BOX 5400
ALBUQUERQUE, NEW MEXICO 87115

Modification No. 108
Supplemental Agreement to
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1970, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modification Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 107; and

WHEREAS, the parties desire to further amend the contract to reflect their agreement upon the work to be performed by the Contractor during the period July 1, 1970 through June 30, 1971, and the fixed fee to be paid the Contractor for the performance of such work and to make certain

other changes in the terms and conditions of the contract as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended, and the Federal Property and Administrative Services Act of 1949, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particulars only:

1. Paragraph 2.a.(1), ARTICLE V - ALLOWABLE COSTS AND FIXED FEE, is amended to read in its entirety as follows:

"2.a.(1) Fixed Fee. The fixed fee payable to the Contractor for the performance of the work at the Rocky Flats Plant during the period July 1, 1970 through June 30, 1971, is Two Million Fifty-six Thousand Five Hundred Dollars (\$2,056,500.00). In agreeing upon the fixed fee to be paid, the amount and character of the work which the parties contemplated would be performed by the Contractor during the period July 1, 1970 through June 30, 1971, is that reflected in letter, F. E. Abbott to Lloyd M. Joshel, dated June 16, 1970, subject: Work Assumptions and Related Estimates of Cost - Negotiation of Fiscal Year 1971 Scope of Work and Fixed Fee for Contract AT(29-1)-1106 The Dow Chemical Company."

2. ARTICLE XXIV - SECURITY is amended to read in its entirety as follows:

"ARTICLE XXIV - SECURITY

1. Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. In the performance of the work under this contract, the contractor shall, in accordance with the Atomic Energy Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer, the contractor will complete a certificate of possession to be furnished to the Atomic Energy Commission specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known. If retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

2. Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission.
3. Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (a) design, manufacture, or utilization of atomic weapons; (b) the production of special nuclear material; or (c) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954.
4. Definition of Formerly Restricted Data. The term "Formerly Restricted Data," as used in this clause, means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
5. Security clearance of personnel. The contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.
6. Criminal Liability. It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data,

or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011; 18 U.S.C. sections 793 and 794; and Executive Order 10501, as amended.)

7. Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract."

3. In the second sentence, paragraph 2.b., ARTICLE XXXIV - LABOR SURPLUS AREA SUBCONTRACTING PROGRAM, the number "25" is substituted for the number "30".

4. In ARTICLE XXXVII - NUCLEAR HAZARDS INDEMNITY:
 - a. A new subparagraph "c." is added to paragraph 1 as follows:

"c. The term "extraordinary nuclear occurrence" means an event which the Commission has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in Subpart E of 10 CFR 140."
 - b. Paragraph 4. is deleted; paragraphs designated "5.", "6.", "7.", and "8." are redesignated paragraphs "7.", "8.", "9.", and "10." respectively; and new paragraphs designated "4.", "5.", and "6." are added as follows:

"4. In the event of an extraordinary nuclear occurrence which:

- (a) Arises out of or results from or occurs in the course of the construction, possession, or operation of a production or utilization facility, or
- (b) Arises out of or results from or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility, or
- (c) During the course of the contract activity arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material,

the Commission, and the Contractor on behalf of itself and other persons indemnified, insofar as their interests appear, each agree to waive:

- (1) Any issue or defense as to the conduct of the claimant or fault of persons indemnified, including, but not limited to:
 - 1. Negligence;
 - 2. Contributory negligence;
 - 3. Assumption of the risk;
 - 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.

As used herein, "conduct of the claimant" includes conduct of persons through whom the claimant derives his cause of action;

- (2) Any issue or defense as to charitable or governmental immunity;
- (3) Any issue or defense based on any statute of limitations if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or damage and the cause thereof, but in no event more than 10 years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waivers shall be judicially enforceable in accordance with their terms by the claimant against the person indemnified.

- "5. The waivers set forth in paragraph 4 of this article:
- (a) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
 - (b) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (c) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (d) Shall not apply to any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law;
- (e) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
- (f) Shall be effective only with respect to those obligations set forth in this agreement and in insurance policies, contracts, or other proof of financial protection;
- (g) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (i) the limit of liability provisions under (i) 170e of the Atomic Energy Act of 1954

and (ii) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

"6. The Contractor shall give immediate written notice to the Commission of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in subparagraph 3.b. of this article. Except as otherwise directed by the Commission, the Contractor shall furnish promptly to the Commission copies of all pertinent papers received by the Contractor or filed with respect to such actions or claims. When the Commission shall determine that the Government will probably be required to make indemnity payments under the provisions of paragraph 3. above, the Commission shall have the right to, and shall, collaborate with the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right (i) to require the prior approval of the Commission for the payment of any claim that the Commission may be required to indemnify hereunder, and (ii) to appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that the Commission may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the

Commission, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense."

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement in several counterparts.

THE UNITED STATES OF AMERICA
BY: U.S. ATOMIC ENERGY COMMISSION

DATE: June 29, 1970

BY: /s/ H. C. Donnelly
**H. C. Donnelly, Manager
Albuquerque Operations Office
Contracting Officer**

THE DOW CHEMICAL COMPANY

BY: /s/ H. D. Dean

DATE: July 10, 1970

TITLE: President

CORPORATE CERTIFICATE

I, W. A. Greening, Jr., certify that I am the Assistant Secretary of the corporation named as Contractor herein; that H. D. Dean who signed this Supplemental Agreement on behalf of said corporation was then President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 10th day of July, 1970.

/s/ W. A. Greening, Jr.
W. A. Greening, Jr.

(SEAL)

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO 87115

Modification No. 107
Supplemental Agreement to
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1969, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modification Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 106; and

WHEREAS, the parties desire to further amend the contract to reflect their agreement upon the work to be performed by the Contractor during the period July 1, 1969 through June 30, 1970, and the fixed fee to be paid the Contractor for the performance of such work and to make certain other changes in the terms and conditions of the contract as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended, and the Federal Property and Administrative Services Act of 1949, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amend in the following particulars only:

1. Paragraph 2.a.(1), ARTICLE V - ALLOWABLE COSTS AND FIXED FEE, is amended to read in its entirety as follows:

"2.a.(1) Fixed Fee. The fixed fee payable to the Contractor for the performance of the work at the Rocky Flats Plant during the period July 1, 1969 through June 30, 1970, is One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00). In agreeing upon the fixed fee to be paid, the amount and character of the work which the parties contemplated would be performed by the Contractor during the period July 1, 1969 through June 30, 1970, is that reflected in letter, Seth R. Woodruff, Jr. to Lloyd M. Joshel, dated May 22, 1969, subject: Negotiation of FY 1970 Fee for Contract AT(29-1)-1106 The Dow Chemical Company.

2. Paragraph 2, of ARTICLE XXI - LABOR is amended to read in its entirety as follows:

"2. Equal Opportunity. During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice,

to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Subparagraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Commission, the Contractor may request the Government to enter into such litigation to protect the interests of the Government."

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement in several counterparts.

THE UNITED STATES OF AMERICA
BY: U. S. ATOMIC ENERGY COMMISSION

DATE: June 18, 1969

BY: /s/ H.G. Donnelly
**H.G. Donnelly, Manager
Albuquerque Operations Office
Contracting Officer**

THE DOW CHEMICAL COMPANY

DATE: June 25, 1969

BY: /s/ A.P. Bortel

TITLE: Vice President

CORPORATE CERTIFICATE

I, W.A. Groening, Jr., certify that I am the Secretary of the corporation named as Contractor in this Supplemental Agreement on behalf of said corporation was then A.P. Bortel who signed this Supplemental Agreement on behalf of said corporation; that this Supplemental Agreement was duly authorized for and in behalf of said corporation by authority of its governing body and is with the scope of its corporate powers; and that I have set my hand and the seal of the said corporation hereto on this July day of July, 1969.

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO 87115

Modification No. 106
Supplemental Agreement to
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective the 1st day of July, 1968, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, effective January 18, 1951, the Government and the Contractor entered into Contract AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant and for related work; and

WHEREAS, the said contract has previously been amended by Modification Nos. 1 through 56, 58, 61 through 64, 66 through 71, 73 through 105; and

WHEREAS, the parties desire to further amend the contract to reflect their agreement upon the work to be performed by the Contractor during the period July 1, 1968, through June 30, 1969, and the fixed fee to be paid the Contractor for the performance of such work and to make certain other changes in the terms and conditions of the contract as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended, and the Federal Property and Administrative Services Act of 1949, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particulars only:

1. ARTICLE I - DEFINITIONS, is amended by:

a. Revising Paragraph 4. to read in its entirety as follows:

"The terms 'Rocky Flats', 'Plant', and 'Rocky Flats Plant' mean the Government-owned facility known as the Rocky Flats Plant of the Commission located near Boulder, Colorado."

b. Deleting Paragraph 5.

2. ARTICLE II - STATEMENT OF WORK is amended to read in its entirety as follows:

"ARTICLE II - STATEMENT OF WORK

"The Contractor shall furnish the personnel, services, materials and equipment (except such services, materials and equipment as are furnished by the Government) necessary for the management and operation of the Commission's Rocky Flats Plant and for the performance of the other work described in Appendix B 'Scope of Work', which by this reference is incorporated in and made a part of this contract."

3. Paragraph 1., ARTICLE III - CHANGES, is amended by substituting the words "document described in Paragraph 2.a.(1)" for the words "documents described in Paragraphs 2.a.(1) and 2.a.(2)" in the second sentence.

4. Paragraph 2.a., ARTICLE V - ALLOWABLE COSTS AND FIXED FEE, is amended to read in its entirety as follows:

"2.a.(1) Fixed Fee. The fixed fee payable to the Contractor for the performance of the work at the Rocky Flats Plant during the period July 1, 1968, through June 30, 1969, is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00). In agreeing upon the fixed fee to be paid, the amount and character of the work which the parties contemplated would be performed by the Contractor during the period July 1, 1968, through June 30, 1969, is that reflected in Secret Restricted Data letter, Seth R. Woodruff, Jr. to Lloyd M. Joshel, dated May 17, 1968, subject: "Work Assumptions and Related Estimated Costs, Negotiation of FY 1969 Fee for Contract AT(29-1)-1106 (with The Dow Chemical Company).

- (2) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work."

5. The last sentence, Paragraph 1., ARTICLE XI - DRAWINGS, DESIGNS, SPECIFICATIONS is amended to read in its entirety as follows:

"The Contractor's right of retention and use shall be subject to

the security, patent, and use of information provisions of this contract."

6. ARTICLE XXXIII - UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS is amended to read in its entirety as follows:

"ARTICLE XXXIII - UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

"It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near concentrated unemployment or under-employment sections of States or in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with Paragraph 2. of the article of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns which are also small business concerns; (2) other certified-eligible concerns; (3) persistent labor surplus area concerns which are also small business concerns; (4) other persistent labor surplus area concerns; (5) substantial labor surplus area concerns which are also small business concerns; (6) other substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns."

7. Paragraph 2., ARTICLE XXXIV - LABOR SURPLUS AREA SUBCONTRACTING PROGRAM is amended to read in its entirety as follows:

"2. A 'labor surplus area concern' is a concern which will perform, or cause to be performed, a substantial proportion of any contract awarded to it:

"a. In or near sections of concentrated unemployment or under-employment as a certified-eligible concern, or

"b. A concern which will perform, or cause to be performed, a substantial proportion of any contract awarded to it in 'Areas of Substantial Labor Surplus' (also called 'Areas of Substantial Unemployment'), as designated by the Department of Labor. A concern shall be deemed to perform a substantial proportion of a contract in or near sections of concentrated unemployment or under-employment if the costs that the concern will incur on account of manufacturing or production in or near such

Dow

Modification No. 106
Contract AT(29-1)-1106

sections (by itself, if a certified concern, or by certified concerns acting as first-tier subcontractors) amount to more than 30 percent of the contract price. A concern shall be deemed to perform a substantial proportion of a contract in a labor surplus area if the costs that the concern will incur on account of manufacturing or production performed in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) amount to more than 50 percent of the price of such contract."

8. Add "ARTICLE XL - PRIVATE USE OF CONTRACT INFORMATION AND DATA" as follows:

"ARTICLE XL - PRIVATE USE OF CONTRACT INFORMATION AND DATA

"Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by the Contractor in connection with this contract shall be used only in connection with the work under this contract.

The Contractor is specifically authorized to use for its private purposes only such information and other data developed or acquired in connection with this contract which has been (1) reported to the Contracting Officer in accordance with the reporting requirements of this contract, or (2) otherwise voluntarily reported to the Contracting Officer by the Contractor with notice of intent to use the information for private purposes. Any private use shall be subject to the patent, security and classification provisions of this contract and shall not be in derogation of any other express restriction or limitation imposed by the Commission."

9. Appendix B, Scope of Work, Modification No. 104 to Contract No. AT(29-1)-1106, as amended by Modification No. 105, is further amended by substituting the words "a production plant" for the words "production plants" appearing in the second sentence thereof.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement in several counterparts.

Modification No. 106
Contract No. AT(29-1)-1106

THE UNITED STATES OF AMERICA
BY: U.S. ATOMIC ENERGY COMMISSION

DATE: June 12, 1968

BY: /s/ James L. McCraw
James L. McCraw, Acting Manager
Albuquerque Operations
Contracting Officer

THE DOW CHEMICAL COMPANY

DATE: June 18, 1968

BY: /s/ A. P. Beutel

TITLE: Vice President

CORPORATE CERTIFICATE

I, W. A. Groening, Jr., certify that I am the Assistant Secretary of the corporation named as Contractor herein; that A. P. Beutel who signed this Supplemental Agreement on behalf of said corporation was then Vice President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 21st day of June, 1968.

/s/ W. A. Groening, Jr.

(SEAL)

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Modification No. 105
Supplemental Agreement
Contract AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT, effective on the 7th day of September, 1967, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, the Commission has requested the Contractor to perform, and the Contractor has agreed to perform, certain work in the SAW Reserved Section commencing on December 1, 1967; and

WHEREAS, the parties have agreed upon the work to be performed in the SAW Reserved Section during the period December 1, 1967 through June 30, 1968 and the fixed fee to be paid the Contractor for the performance of such work and desire to amend this Contract No. AT(29-1)-1106 to reflect their agreement on these matters and to make certain other changes in the contract as set forth hereinafter; and

WHEREAS, this Supplemental Agreement is executed by the Commission under the authority of the Atomic Energy Act of 1954, as amended, and Section 302(c)(15) of the Federal Property and Administrative Services Act of 1949, as amended.

NOW THEREFORE, the parties agree that Contract AT(29-1)-1106, as previously amended, is hereby further amended in the following particulars:

1. ARTICLE I - DEFINITIONS is amended by:

a. Adding the following sentence to Paragraph 4:

"The terms 'Rocky Flats,' 'Plant,' and 'Rocky Flats Plant' mean the Government-owned facility known as the Rocky Flats Plant of the Commission located near Boulder, Colorado, and unless otherwise clearly indicated by the context in which used, shall also be deemed to refer to the SAW Reserved Section."

SAW

- b. Adding a new Paragraph 5. as follows:

"The term 'the SAW Reserved Section' means that portion of the Government's South Albuquerque Works (SAW) facility in Albuquerque, New Mexico, in which the Contractor will perform certain work under this contract commencing on December 1, 1967."

2. ARTICLE II - STATEMENT OF WORK, is amended to read in its entirety as follows:

"The Contractor shall furnish the personnel, services, materials, and equipment (except such services, materials and equipment as are furnished by the Government) necessary (a) for the management and operation of (i) the Commission's Rocky Flats Plant and (ii) effective December 1, 1967, the SAW Reserved Section, and (b) for the performance of the other work described in Appendix B, 'Scope of Work,' which by this reference is incorporated in and made a part of this contract."

3. Paragraph 1., ARTICLE III - CHANGES, is amended by substituting the words "documents described in Paragraphs 2.a.(1) and 2.a.(2)" for the words "document described in Paragraph 2a" in the second sentence.
4. Paragraph 2., ARTICLE V - ALLOWABLE COSTS AND FIXED FEE, is amended to read in its entirety as follows:

"2. a. (1) Fixed Fee for Work Performed at the Rocky Flats Plant.

The fixed fee payable to the Contractor for the performance of the work at the Rocky Flats Plant during the period July 1, 1967, through June 30, 1968, is One Million Six Hundred Thousand Dollars (\$1,600,000.00). In agreeing upon the fixed fee to be paid, the amount and character of the work which the parties contemplated would be performed by the Contractor during the period July 1, 1967, through June 30, 1968, is that reflected in the work assumptions set forth in Secret Restricted Data letter, Michael J. Sunderland to Lloyd M. Joshel, dated June 13, 1967, Subject: "Work Assumptions and Related Estimated Costs - Negotiation of Contract AT(29-1)-1106 With the Dow Chemical Company."

(2) Fixed Fee for Work Performed at the SAW Reserved Section.

The fixed fee payable to the Contractor for the performance of the work at the SAW Reserved Section during the period December 1, 1967 through June 30, 1968 is One Hundred Thirty-eight Thousand Dollars (\$138,000.00). In agreeing upon the fixed fee to be paid, the amount and character of the work which the parties contemplated would be performed by the Contractor during the period December 1, 1967 through June 30, 1968 is that reflected in the work assumptions set forth in Secret Restricted Data letter, Seth R. Woodruff, Jr., to Lloyd M. Joshel, dated September 13, 1967, Subject: "Work Assumptions and Related Estimated Costs - SAW J-Line Operation - FY-1968."

- (3) There shall be no adjustment in the amount of either of the Contractor's fixed fees by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work."

"b. Provisional Fee Payment. The Contractor shall also receive a fixed fee for performance of work under this contract in succeeding annual periods beginning each July 1, during the term of this contract, each such fee to be based upon the work to be performed in the annual period involved and to be as negotiated and determined prior to the start of the period or at such later time as the parties may agree. If the aforementioned determination has not been made prior to the start of the annual period involved, the Contractor shall continue to receive monthly payments on account of fixed fee at the rate in effect for performance of work under this contract during the immediately preceding annual period. Appropriate adjustment will be made promptly upon determination of each such fixed fee for the new annual period.

5. Paragraph 2., ARTICLE XX - CONTRACTOR'S ORGANIZATION, is amended by inserting the words "Rocky Flats" between the words "the" and "Plant" in the first sentence thereof.
6. APPENDIX B, SCOPE OF WORK, Modification No. 104 to Contract AT(29-1)-1106, is amended by striking the words "a production plant" as they now appear in the second sentence thereof and substituting therefor the words "production plants".
7. APPENDIX B, Modification 104 to Contract AT(29-1)-1106, Paragraph 3, SYSTEM PRODUCTION CONTROL is amended by deleting the words "Since the Rocky Flats Plant is a unit in a closely integrated production system, the" as they now appear in the first sentence thereof and substituting therefore the word "The".

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement in several counterparts.

THE UNITED STATES OF AMERICA
BY: U.S. ATOMIC ENERGY COMMISSION

DATE: Sep 19 1967

BY: /s/ L. P. Gise
L. P. Gise, Manager
Albuquerque Operations
THE DOW CHEMICAL COMPANY

DATE: September 25, 1967

BY: /s/ A. P. Boute
TITLE: Vice President

CORPORATE CERTIFICATE

I, Calvin A. Campbell, certify that I am the Secretary of the corporation named as Contractor herein; that A. P. Boute who signed this Supplemental Agreement on behalf of said corporation was then Vice President of said corporation; that this Supplemental Agreement 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; and that I have set my hand and the seal of the said corporation hereto on this 25th day of September, 1967.

(SEAL)

/s/ Calvin A. Campbell
Secretary

UNITED STATES ATOMIC ENERGY COMMISSION.
REIMBURSEMENT AUTHORIZATION

NO.
R.A. No. 102
To Mod. 104
R.A. # 11, Mod. 117
PAGE 1 OF 2

PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
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CONTRACTOR
The Dow Chemical Company

CONTRACT NO. AT(29-1)-1106	DATE OF CONTRACT January 18, 1951
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The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective as shown below

- Effective July 1, 1972, revise Appendix A, Schedule II and IIA, by deleting Pages 1 through 8 and substituting therefor as Page 1, Schedule II, the Labor Agreement between The Dow Chemical Company and Local 15440, International Union of District 50, UMWA, effective June 30, 1968, and Amendment to the Agreement effective September 7, 1970.
- Revise Part III, Section B., Appendix A to read as follows:

B. Hourly-Paid Production and Maintenance Employees

Hourly-Paid Production and Maintenance employees shall be covered by this Part III. Payments of wages not in excess of those provided for in the agreement dated June 30, 1968, as amended by the agreement dated September 5, 1970 and effective 11:45 p.m. September 7, 1970, between The Dow Chemical Company, Rocky Flats Division, and International Union of District 50, Allied and Technical Workers of the U.S. and Canada, Local 15440, and as further amended effective April 4, 1971, January 3, 1972, February 7, 1972, March 10, 1972, June 18, 1972, and August 11, 1972 will be allowable. Such agreement, as amended, is attached as Schedule II and by this reference is hereby made a part of this Appendix. All other costs, such as grievance processing, arbitration, dues deduction, leave provisions, and other fringe benefits, incurred pursuant to the provisions of said agreement of June 30, 1968, as amended, will be allowable.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—

DATE

NAME

TITLE

SAV

REIMBURSEMENT AUTHORIZATION NO. 11 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 2 of 2

3. Effective May 15, 1972, revise Appendix A, Part III, Section C Paragraph 1. to read:

C. Hourly-Paid Plant Protection Employees

1. Hourly-Paid Plant Protection employees shall be covered by this Part III. Payment of wages not in excess of those provided for in the agreement dated January 4, 1972, and the amendment dated September 20, 1972, effective May 15, 1972, between The Dow Chemical Company, Rocky Flats Division and The International Guards Union of America, Local No. 64, and as provided for in Paragraph 2. below, will be allowable. Such agreement as amended, is attached as Schedule V and by this reference is hereby made a part of this Appendix. All other costs, such as grievance processing, arbitration dues deduction, leave provisions and other fringe benefits, incurred pursuant to the provision of said agreement of January 4, 1972, as amended, will be allowable.

APPROVED FOR THE CONTRACTOR BY:

DATE: OCT 19 1972

H. Roser

TITLE: Acting General

Approved by:

Herman E. Roser, Deputy Manager
Albuquerque Operations Office

FORM AEC-38
(3-56)
AECFI 9-15

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

NO. **R. A. No. 100**
To Mod 104
R.A. #5, Mod. 112
PAGE **1** OF **1** PAGE

PROJECT **Rocky Flats Plant** LOCATION **Rocky Flats, Colorado**

CONTRACTOR **The Dow Chemical Company**

CONTRACT NO. **AT(29-1)-1106** DATE OF CONTRACT **January 18, 1951**

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective **May 15, 1972.**

Appendix A, Part II, Section M., Paragraph 2., Subparagraph e. is revised as follows:

M. Computation of Overtime Pay

2. Nonexempt Employees

e. A nonexempt employee working on a 24-hour platoon schedule who works on a scheduled day off will be paid one and one-half times his basic hourly rate for the hours worked from 7:45 A.M. to 3:45 P.M. and twice his basic hourly rate for the hours worked from 3:45 P.M. to 7:45 A.M.

APPROVED FOR THE CONTRACTOR BY: *M. Hayes* DATE: **JUL 11 1972**
NAME: *H. C. Donnelly* TITLE: **General Manager**
APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: *H. C. Donnelly* **H. C. Donnelly, Manager** DATE
Albuquerque Operations Office
NAME **Contracting Officer** **AUG 11 1972**

- rest and two times the basic hourly rate may be paid for all hours worked on the employee's second scheduled day of rest.
- c. A nonexempt employee when required to report to work outside the employee's regularly scheduled working hours will be paid for the first four hours at his straight-time hourly rate or for all hours worked at the applicable overtime rate, whichever is greater, when such call-in requires the employee to make a round trip to the Plant which the employee would not otherwise have to make. Such hours actually worked are excluded from consideration of overtime payment on any other basis, thus eliminating a double overtime payment.
- 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 absences that are specifically provided in this Appendix A as being considered as hours of work for the purpose of calculating overtime pay.
- *e. A nonexempt employee working on a 24-hour platoon schedule who works on a scheduled day off will be paid one and one-half times his basic hourly rate for the hours worked from 7:45 A. M. to 3:45 P. M. and twice his basic hourly rate for the hours worked from 3:45 P. M. to 7:45 A. M.

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

NO.
R. A. No. 4
To Mod 112

PAGE 1 OF 6 PAGES

PROJECT: Rocky Flats Plant
LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO.: AT(29-1)-1106
DATE OF CONTRACT: January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective July 3, 1972.

Appendix A, Part II, Section J. is revised as follows:

J. 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; provided, however, that nothing herein shall limit payment to an employee for shift premium and overtime as elsewhere provided for in this contract. The following formula should be used in determining the straight-time hourly rate of salaried employees except those on a 24-hour platoon shift schedule:

$$\text{Hourly Rate} = \frac{\text{Basic Monthly Salary} \times 12 \times 14}{365 \times 10 \times 8}$$

The straight-time hourly rate of salaried employees on the 24-hour platoon shift Schedule A shall be determined by the formula:

$$\text{Hourly Rate} = \frac{\text{Basic Monthly Salary} \times 12 \times 8}{52 \times 21 \times 16}$$

The straight-time hourly rate of salaried employees on the 24-hour platoon shift Schedule B shall be determined by the formula:

$$\text{Hourly Rate} = \frac{\text{Basic Monthly Salary} \times 12 \times 6}{52 \times 14 \times 16}$$

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—

DATE

NAME

TITLE

SECRET

REIMBURSEMENT AUTHORIZATION NO. 4 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 2 of 6

Appendix A, Part II, Section L., Paragraph 1. is revised as follows:

L. Requirements for Contracting Officer Approval Respecting Overtime

1. Basic Workweek

The basic workweek for employees working a five-day shift is a forty-hour week consisting of five workdays of eight hours each within a designated period of seven consecutive days considered as a unit when pay is computed.

The basic workweek for employees working a continuous shift consists of three weeks of five eight-hour days and one week of six eight-hour days in a four-week cycle.

The basic workweek for employees working the 24-hour platoon shift Schedule A consists of five weeks of three 24-hour days and three weeks of two 24-hour days in an eight week cycle.

The basic workweek for employees working the 24-hour platoon shift Schedule B consists of two weeks of three 24-hour days and four weeks of two 24-hour days.

Each 24-hour workday shall consist of 10 full duty hours, six standby hours, and eight sleep hours.

Appendix A, Part II, Section O. is revised as follows:

O. Vacation Leave

1. Employees not on the 24-hour platoon schedule will be entitled to vacation as follows:

Approved for Atomic Energy Commission by:

NAME:

TITLE:

DATE:

REIMBURSEMENT AUTHORIZATION NO. 4 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 3 of 6

Years of Service Attained During Calendar Year	Days of Vacation Available on Jan. 1 of Each Year	Maximum Days May Borrow	Maximum Days May Carry Over
	1 ¹	5	1
(Jan- Apr) ²	14	5	5
(May- Aug) ²	12	5	5
(Sept-Dec)	10	5	5
2 through	14	5	5
5 through	17	5	10
10 through	19	5	10
15 through	20	5	10
20 through	24	10	20
25 through	25	10	20
30 and over	26	10	20

¹This vacation may be used any time during the employee's first year of service.

²Month of hire.

2. Employees on the 24-hour platoon shift Schedule A will be entitled to vacation as follows:

Years of Service Attained During Calendar Year	Days of Vacation Available on Jan. 1 of Each Year	Maximum Days May Borrow	Maximum Days May Carry over
	1	3	1
(Jan- Apr) ¹	7-1/2	3	3
(May- Aug) ¹	6-1/2	3	3
(Sept-Dec) ¹	5-1/2	3	3
2 through	7-1/2	3	3
5 through	9	3	5
10 through	10	3	5
15 through	10-1/2	3	5
20 through	12-1/2	5	10
25 through	13	5	10
30 and over	13-1/2	5	10

¹Month of hire.

Approved for Atomic Energy Commission by:

NAME

TITLE:

DATE

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REIMBURSEMENT AUTHORIZATION NO. 4 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 4 of 6

3. Employees on the 24-hour platoon shift Schedule B will be entitled to vacation as follows:

Years of Service Attained During Calendar Year	Days of Vacation Available on Jan. 1 of Each Year	Maximum Days May Borrow	Maximum Days May Carry Over
	1	3	1
(Jan- Apr)	6-1/2	3	3
(May- Aug)	5-1/2	3	3
(Sept-Dec)	4-1/2	3	3
2 through	6-1/2	3	3
5 through	8	3	5
10 through	9	3	5
15 through	9-1/2	3	5
20 through	11	5	10
25 through	11-1/2	5	10
30 and over	12	5	10

4. An employee who is normally scheduled to work at least 20 but less than 40 hours per week will be eligible for vacation prorated to the closest half day on the basis of the ratio of hours actually paid (exclusive of overtime) during the previous calendar year to the hours that would have been paid under a normal 40 hours per week schedule.

5. Except for the vacation days allowed (as hereinbefore provided) 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. However, should an employee be prevented from taking full vacation during a particular calendar year by circumstances making it inequitable that he suffer a loss of vacation as a result thereof, the Supervising Representative of the Contractor may allow the employee an additional carry-over to the next calendar year of the number of vacation days he was unable to take as a result of such circumstances. In the event an employee is prevented from taking his full vacation because of a management request, the Supervising Representative of the Contractor may authorize payment in lieu of vacation for not more than fifteen days in any one calendar year. Supervisory employees earning \$2,500 or more per month are excluded from receiving pay in lieu of vacation.

Approved for Atomic Energy Commission by:

TITLE:

DATE:

REIMBURSEMENT AUTHORIZATION NO. 4 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 5 of 6

- 6. 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.
- 7. If an employee is laid off for lack of work, is granted a military leave of absence, or dies, he or his beneficiary will be paid for any unused vacation and in addition will be paid for vacation at the rate of one day for each full month worked during the year in which he terminates or dies except that an employee on the 24-hour platoon schedule will be paid for any unused vacation and in addition will be paid for vacation at the rate of one-half day for each full month worked during the year in which he terminates or dies.
- 8. If an employee is retired under a company retirement plan, he will be paid for any unused vacation and in addition will be paid for accrued vacation at the rate of one-twelfth of his next year's vacation allotment for 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 shown in the following table, except that an employee on the 24-hour platoon schedule will be paid for one-half of the days shown in the following table:

S	V	S	V	S	V
0- 59 mo.	0 days	216-227 mo.	3 days	384-395 mo.	10 days
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	348-359	0	516-527	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.

Atomic Energy Commission by:

REIMBURSEMENT AUTHORIZATION NO. 4 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 6 of 6

9. If an employee is discharged for cause or quits without giving at least five days' notice, no vacation pay will be allowed.
10. Absences allowed under this Section O. shall be considered hours worked for purposes of computing overtime pay.

APPROVED FOR THE CONTRACTOR BY:

NAME:

H. C. Donnelly

DATE: JUL 19 1972

TITLE: Acting General Manager

Approved for Atomic Energy Commission by:

H. C. Donnelly

H. C. Donnelly, Manager
Albuquerque Operations Office
Contracting Officer

AUG 1 1972

TITLE

DATE

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

NO.
R. A. No. 99
To Mod. 104
R.A. #3, Mod. 112

PAGE 1 OF 7 PAGES

PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. AT(29-1)-1106	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective **May 15, 1972.**

Appendix A, Part II, Section L., Paragraph 1. is revised as follows:

L. Requirements for Contracting Officer Approval Respecting Overtime

1. Basic Workweek

The basic workweek for employees working a five-day shift is a forty-hour week consisting of five workdays of eight hours each within a designated period of seven consecutive days considered as a unit when pay is computed.

The basic workweek for employees working a continuous shift consists of three weeks of five eight-hour days and one week of six eight-hour days in a four-week cycle.

The basic workweek for employees working a 24-hour platoon schedule consists of five weeks of three 24-hour days and three weeks of two 24-hour days in an eight week cycle. Each 24-hour workday shall consist of eight full-duty hours, eight standby hours, and eight sleep hours.

Appendix A, Part II, Section M., Paragraph 2. is revised as follows:

M. Computation of Overtime Pay

2. Nonexempt Employees

- a. Except as provided in Subparagraphs b., c., e., and f. below, a nonexempt employee shall be paid at the rate of one and one-half 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 to be 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 salary divided by eight.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—	DATE
NAME	TITLE

REIMBURSEMENT AUTHORIZATION NO. 99 — Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 2 of 7

- b. Except as provided in Subparagraph e. below relating to people on a 24-hour platoon schedule, a nonexempt employee may be paid one and one-half times his 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.
- c. A nonexempt employee when required to report to work outside the employee's regularly scheduled working hours will be paid four hours at his straight-time hourly rate or for all hours worked at the applicable overtime rate, whichever is greater, when such call-in requires the employee to make a round trip to the Plant which the employee would not otherwise have to make. Such hours actually worked are excluded from consideration of overtime payment on any other basis, thus eliminating a double overtime payment.
- 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 absences that are specifically provided in this Appendix A as being considered as hours of work for the purpose of calculating overtime pay.
- e. A nonexempt employee working on a 24-hour platoon schedule will be paid one and one-half times his basic hourly rate for the first eight hours worked and twice his basic hourly rate for all successive hours worked on a scheduled day of rest.
- f. A nonexempt employee working on a 24-hour platoon schedule will be guaranteed a minimum of two hours pay at his basic hourly rate when called in to cover for an employee absent during sleep hours.

Approved for Atomic Energy Commission by:

NAME:

TITLE:

DATE:

REIMBURSEMENT AUTHORIZATION NO. 99 --Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 3 of 7

Appendix A, Part II, Section N. is revised as follows:

N. Holidays

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

- | | |
|------------------|---------------------------|
| New Year's Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Day |

Such pay shall equal the amount of money the employee would have received if working full time at his job on the regularly scheduled workday.

2. Any salaried employee who can be spared from his job without adversely affecting plant operations may be excused from work without loss of pay not more than two hours before the end of his scheduled work period on one but not both of the last scheduled workdays before Christmas Day and New Year's Day except when those holidays fall on Monday. Notwithstanding other provisions of this Appendix A, employees absent on these dates will not be allowed extra time off or extra pay because of this provision.
3. Any recognized holiday falling on a Saturday may be observed the preceding Friday.
4. Any recognized holiday falling on Sunday may be observed on the Monday immediately following.
5. When a holiday as listed in Paragraph 1. falls on the scheduled day off for a salaried employee working a continuous shift schedule or a nonexempt salaried employee working on the 24-hour platoon schedule, such employee shall receive the same pay that the employee would have received if working full time at his job on a regularly scheduled workday.
6. Any exempt employee working a continuous shift schedule and any nonexempt employee who is required to work on a recognized or observed holiday, as provided in this

Approved for Atomic Energy Commission by:

TITLE:

DATE:

REIMBURSEMENT AUTHORIZATION NO. 99 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 4 of 7

Section N., shall receive his 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 applicable premiums by one and one-half times the number of hours worked. Should a salaried employee who is scheduled to work on a holiday (recognized or observed) fail to work, no pay for such employee shall be allowable unless the Supervising Representative or his designee(s) determines the failure to work was for reasonable excuse. In no event, however, may an employee be paid more than he would have received if working full time at his job on a regularly scheduled workday.

- 7. Time absent due to holidays for which salary payments are made shall be counted as time worked for purposes of computing overtime pay.
- 8. This Section N. does not apply to exempt salaried employees working the 24-hour platoon schedule.

Appendix A, Part II, Section Q. is revised as follows:

Q. Excused Absence

- 1. 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, funeral leave in excess of that provided under Section R. below, and attendance in court other than under Section U., below, will receive no reduction from the pay the employee would have received if working full time at his job if the absence is approved as follows:

<u>Absence in Pay Period</u>	<u>Level of Approval</u>
Less than 8 hours	Authorized Supervisor
8 through 20 hours	Supervisor reporting to the Supervising Representative or to the Assistant General Manager for Operations

Approved for Atomic Energy Commission by:

NAME

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Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 5 of 7

Absence in Pay Period

Level of Approval

40 hours or less, but more than 20 hours

Supervising Representative or his designee

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 shall require Contracting Officer approval.
3. Absences allowed under this Section Q. shall be considered as hours worked for purposes of computing overtime pay.

Appendix A, Part II, Section R., Paragraph 1. is revised as follows:

R. Funeral Leave

1. No reduction in the pay an employee would have received if working full time at his job on a regularly scheduled workday need be made if the employee is absent from work in connection with the death of a member of his immediate family if the absence is approved by his supervisor. Such absence with pay may be a maximum of 40 scheduled work hours (maximum of 48 scheduled full-duty or standby work hours for an employee on the 24-hour platoon schedule) in connection with the death of the employee's spouse or child and a maximum of 24 scheduled work hours (maximum of 32 scheduled full-duty or standby work hours for an employee on the 24-hour platoon schedule) in connection with deaths of other members of the employee's immediate family, who are, for the purposes of this Paragraph, the employee's father, mother, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, foster parents and legal guardian. An employee's supervisor may approve absence from work without salary deduction for an employee in connection with the death of an individual other than one of those referred to above where the individual functioned in a role relative to the employee similar to the role normally played by a member of the immediate family; provided that the absence without salary deduction may not exceed the number of

REIMBURSEMENT AUTHORIZATION NO. 99 —Continuation

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hours allowed in connection with the death of the corresponding immediate family member.

Appendix A, Part II, Section U. is revised as follows:

U. Jury Duty and Service as a Witness

An employee may be allowed time off with no reduction from the pay the employee would have received if working full time at his job for the time necessarily spent (i) serving on a jury, (ii) serving as a witness called by the Government, (iii) serving as a witness called by the Contractor in connection with the performance of the contract work, and (iv) with the approval of the Contracting Officer, serving as a witness in other circumstances. The Contractor shall require the employee to submit a copy of the notice requiring his service on a jury and a certification as to the dates and times the employee was engaged in serving on a jury or serving as a witness. Absences allowed under this Section U. shall be considered as hours worked for purposes of computing overtime pay.

Appendix A, Part II, Section X. is revised as follows:

X. Overtime Meals

The Contractor may furnish meals to employees requested to and who do work in excess of ten consecutive hours (eighteen hours for employees on a 24-hour platoon schedule) after the start of their regularly scheduled work hours. A meal may be furnished 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.

Approved for Atomic Energy Commission by:

TITLE:

DATE:

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Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 7 of 7

Add Section CC. to Appendix A, Part II:

CC. Paid Lunch Periods

An employee working on a 24-hour platoon schedule will be given one paid lunch period of twenty minutes during the full-duty hours of his regularly scheduled workday.

APPROVED FOR THE CONTRACTOR BY:

NAME: E. H. Lewis

Approved for Atomic Energy Commission by:

NAME: J. C. Donnell

Form AEC-26
(2-56)

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

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To Mod. 104
R.A. #2, Mod. 112
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PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. AT(29-1)-1106	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective as shown below:

- Effective June 18, 1972 revise Appendix A, Schedule II-A, by deleting the following classification and wage rates from Exhibit A:

Effective 11:45 P.M. December 5, 1971

Process Operator 3.73 per progression schedule 4.58

- Effective 11:45 P.M. June 18, 1972, revise Appendix A, Schedule II-A, Exhibit A to add the following classifications and wage rates:

Chemical Process Operator 3.73 per progression schedule 4.58

Metallurgical Process Operator 3.73 per progression schedule 4.58

APPROVED FOR THE CONTRACTOR BY:	DATE: JUN 28 1972
NAME: <i>J. H. Kawa</i>	TITLE: General Manager
APPROVED FOR THE ATOMIC ENERGY COMMISSION BY:	DATE: AUG 1 1972
NAME: <i>H. C. Donnelly</i>	TITLE: Contracting Officer

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

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PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR Dow Chemical U.S.A.	
CONTRACT NO. AT(29-1)-1106	DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective **October 1, 1971**.

1. Appendix A, Schedule I, Part B - Series C is revised as follows:

SCHEDULE I
 PART B - SERIES C
 DOW CHEMICAL U.S.A.
 ROCKY FLATS PLANT
 CONTRACT NO. AT(29-1)-1106

SCHEDULE OF MONTHLY SALARY RANGES FOR
 NONEXEMPT CLERICAL SALARIED CLASSIFICATIONS

JOB CODE	CLASSIFICATION	SALARY RANGE	
		MINIMUM	MAXIMUM
C-100	() Clerk 1	\$ 378	\$ 530
101	File Clerk 1		
102	Mail Clerk 1		
103	YOP Clerk 1		
104	Clerical Trainee		
C-110	() Operator 1	\$ 378	\$ 530
C-200	() Clerk 2	\$ 413	\$ 579
201	File Clerk 2		
202	Mail Clerk 2		
C-210	() Operator 2	\$ 413	\$ 579
211	Teletype Operator 2		
212	Keypunch Operator 2		
213	Switchboard Operator 2		
C-220	Stenographer	\$ 413	\$ 579

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—

DATE

NAME

TITLE

REIMBURSEMENT AUTHORIZATION NO. 97 —Continuation

Contractor Dow Chemical U.S.A. Contract No. AT(29-1)-1106 Page 2 of 5

JOB CODE	CLASSIFICATION	SALARY RANGE	
		MINIMUM	MAXIMUM
C-300	() Clerk 3	\$ 453	\$ 635
301	Accounting Clerk 3		
302	Mail Clerk 3		
C-310	() Operator 3	\$ 453	\$ 635
311	Teletype Operator 3		
312	Keypunch Operator 3		
313	Switchboard Operator 3		
C-320	Junior Secretary	\$ 453	\$ 635
C-400	() Clerk 4	\$ 497	\$ 697
401	Payroll Clerk 4		
403	Order Services Clerk 4		
C-410	() Operator 4	\$ 497	\$ 697
411	Teletype Operator 4		
412	Keypunch Operator 4		
413	Switchboard Operator 4		
C-420	Secretary	\$ 497	\$ 697
C-500	() Clerk 5	\$ 536	\$ 750
501	Payroll Clerk 5		
C-510	() Operator 5	\$ 536	\$ 750
C-520	Senior Secretary	\$ 536	\$ 750
C-600	() Clerk 6	\$ 580	\$ 812
601	Senior () Clerk 6		
C-620	Administrative Secretary	\$ 580	\$ 812

Approved for Atomic Energy Commission by:

NAME:

TITLE:

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United States Atomic Energy Commission

REIMBURSEMENT AUTHORIZATION NO. 97 —Continuation

Contractor Dow Chemical U.S.A. Contract No. AT(29-1)-1106 Page 3 of 5

2. Appendix A, Schedule I, Part B - Series T is revised as follows:

SCHEDULE I
PART B - SERIES T
DOW CHEMICAL U.S.A.
ROCKY FLATS PLANT
CONTRACT NO. AT(29-1)-1106

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

JOB CODE	CLASSIFICATION	SALARY RANGE	
		MINIMUM	MAXIMUM
T-100	() Technical Trainee	\$ 497	\$ 697
T-120	() Trainee	\$ 497	\$ 697
131	(Co-op) Trainee		
135	Computer Operator Trainee		
T-200	() Technician C	\$ 544	\$ 762
T-220	() Specialist C	\$ 544	\$ 762
227	Data Analyst C		
228	Accountant C		
229	Junior Draftsman		
235	Computer Operator C		
T-300	() Technician B	\$ 596	\$ 836
T-320	() Specialist B	\$ 596	\$ 836
321	Nurse		
322	Dispatching Officer		
323	(PC, Metallurgical, or Chemical Operations) Scheduler		
324	Industrial Illustrator		
325	Industrial Photographer		
327	Data Analyst B		
328	Accountant B		
329	Draftsman		
331	(Co-op or Summer) ()		
335	Computer Operator B		

Approved for Atomic Energy Commission by:

TITLE:

36a
1-15

United States Atomic Energy Commission

REIMBURSEMENT AUTHORIZATION NO. 97 —Continuation

Contractor Dow Chemical U.S.A. Contract No. AT(29-1)-1106 Page 4 of 5

JOB CODE	CLASSIFICATION	SALARY RANGE	
		MINIMUM	MAXIMUM
T-400	() Technician A	\$ 654	\$ 916
T-411	Head Key punch Operator	\$ 654	\$ 916
T-420	() Specialist A	\$ 654	\$ 916
421	Head Nurse		
422	Shipment Officer		
423	PC Senior Scheduler		
424	Junior Programmer		
425	Head () Clerk		
426	Confidential Secretary		
427	Data Analyst A		
428	Accountant A		
429	Senior Draftsman		
432	Engineering Analyst A		
435	Computer Operator A		
T-500	() Master Technician	\$ 751	\$1,058
T-520	() Specialist	\$ 751	\$1,058
521	Associate ()		
522	Master Locksmith		
523	Planner		
524	Senior Industrial Illustrator		
525	Senior Industrial Photographer		
526	Tool Designer		
527	Master Data Analyst		
529	Designer		
531	(Co-op or Summer) ()		
532	Lead Industrial Illustrator		
533	Executive Secretary		
535	Computer Operator		
539	Forms Analyst		
541	Technical Writer		
542	Engineering Specialist		

Approved for Atomic Energy Commission by:

NAME:

III

REIMBURSEMENT AUTHORIZATION NO. 97 —Continuation

Contractor Dow Chemical U.S.A. Contract No. AT(29-1)-1106 Page 5 of 5

<u>JOB CODE</u>	<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
T-600	() Development Specialist	\$ 822	\$1,152
T-620	Advanced () Specialist	\$ 822	\$1,152
621	Associate () Engineer		
624	Programmer		
626	Tool Engineer		
629	Advanced Designer		
630	Technical Analyst		
631	Nuclear Materials Control Accountant		
642	Computer Analyst Engineer		

DATE: **AUG 5 1971**

General Manager

DATE: **JUL 1**

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

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R. A. No. 96
 To Mod. 104

PAGE **1** OF **1** PAGES

PROJECT Rocky Flats Plant **LOCATION** Rocky Flats, Colorado

CONTRACTOR The Dow Chemical Company

CONTRACT NO. AT(29-1)-1106 **DATE OF CONTRACT** January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective **January 1, 1972.**

Appendix A, Schedule I, Part A, Series RF, Salary Ranges is revised as follows:

Salary Ranges for the above classifications will be based on the following formula.

Range Median = a + bx

The values of "a" and "b" May be changed from time to time in accordance with Section C, Part II, of this Appendix A.

Where (currently): a = \$315.00
 b = \$ 5.35
 x = Evaluation Points

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

Salary Maximums will depend upon the employee's performance rating shown in the following table:

<u>Performance Rating</u>	<u>Salary Maximum</u>
1	15% above range maximum
2	5% above range maximum
3**	80% of range
4	60% of range
5	60% of range (not eligible for salary increases)

**The salary maximum for employees too new on the job to rate will be the same as for "3" performers.

APPROVED FOR THE CONTRACTOR BY:

DATE: **DEC 27 1971**

NAME: *[Signature]*

TITLE: **General Manager**

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—

CHARLES G. CAMPBELL
 ACTING MANAGER
 CONTRACTS OFFICER

DATE

JUN 7 1972

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

NO.
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PAGE **1** OF **3** PAGES

PROJECT: **Rocky Flats Plant** LOCATION: **Rocky Flats, Colorado**

CONTRACTOR: **The Dow Chemical Company**

CONTRACT NO.: **AT(29-1)-1106** DATE OF CONTRACT: **January 18, 1951**

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective **May 8, 1972.**

Appendix A, Schedule I, Part A, Series RF is revised as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
1. Additions		
RF-401	(Technical, Master) Foreman	163
RF-411	Tooling Liaison Specialist	145
RF-405	Programmer - Analyst	130
RF-410	Purchasing Support Supervisor	108
2. Deletions		
RF-364	Area Decontamination Manager	276
RF-355	Materials Systems Coordinator	158
RF-084	Technical Foreman	158
RF-123	Records Management Supervisor	131
3. Increase in Evaluation Points		
Old RF-384	Construction Purchasing Manager	255
New RF-384	Construction Purchasing Manager	274
Old RF-126	Guard Captain	131
New RF-126	Guard Captain	137

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY—
 NAME _____ TITLE _____

DATE _____

REIMBURSEMENT AUTHORIZATION NO. 95 —ContinuationContractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 2 of 3

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>EVALUATION POINTS</u>
<u>3. Increase in Evaluation Points, cont'd.</u>		
Old RF-127	(Guard, Fire) Lieutenant	104
New RF-127	(Guard, Fire) Lieutenant	117
<u>4. Decrease in Evaluation Points</u>		
Old RF-235	Research Scientist	484
New RF-235	Research Scientist	377
<u>5. Increase in Evaluation Points and Title Change</u>		
Old RF-085	Foreman (Journeyman)	134
New RF-085	(Journeyman) Foreman	143
Old RF-086	Foreman (Semi-skilled)	117
New RF-086	(Semi-skilled) Foreman	130
Old RF-087	Foreman (Unskilled)	100
New RF-087	(Unskilled) Foreman	117
<u>6. Title Change</u>		
Old RF-380	Waste Control Manager	241
New RF-380	Waste Management Manager	241
Old RF-167	Emergency-Disaster Mobilization Coordinator	158
New RF-167	Emergency Planning and Communications Supervisor	158
Old RF-213	Labor Relations Assistant	130
New RF-213	Labor Relations Specialist	130

Approved for Atomic Energy Commission by:

NAME:

REIMBURSEMENT AUTHORIZATION NO. 95 —Continuation

Contractor The Dow Chemical Co. Contract No. AT(29-1)-1106 Page 3 of 3

Appendix A, Schedule I, Part B, Series T is revised as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>1. Deletions</u>			
T-624	Programmer	\$ 796	\$ 1,114
T-630	Technical Analyst	\$ 796	\$ 1,114

APPROVED FOR THE CONTRACTOR BY:

NAME:

Approved for Atomic Energy Commission by:

Robert Bulcock
Robert Bulcock

FORM AEC-36
(3-56)

UNITED STATES ATOMIC ENERGY COMMISSION
REIMBURSEMENT AUTHORIZATION

NO. R.A. No. 94
To Mod. 104

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PROJECT Rocky Flats Plant LOCATION Rocky Flats, Colorado

CONTRACTOR The Dow Chemical Company

CONTRACT NO. AT(29-1)-1106 DATE OF CONTRACT January 18, 1951

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective February 14, 1972

Revise Appendix A, Part I, Section C., Paragraph 2.f. to read:

- 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 the time worked in the calendar year in which he started his educational leave.

APPROVED FOR THE CONTRACTOR BY: NAME: *H. C. Wonnely* TITLE: *General Manager* DATE: MAR 3 1972

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: NAME: *H. C. Wonnely* TITLE: *Contracting Officer* DATE: *MAR 3 1972*