

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>	RATING N	PAGE OF PAGES 1 42			
2. CONTRACT NO. DE-AC52-06NA14390	3. SOLICITATION NO.	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 01 JUN 2006	6. REQUISITION/PURCHASE NO. See Section G			
7. ISSUED BY OBS/MSSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 TAMMY S. OLSON 505-845-5658 TOLSON@DOEAL.GOV		CODE 898358	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9.							
10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		N					
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE 1D415	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
WACKENHUT SERVICES, INC. 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 33418-3766							
15B. TELEPHONE NO. (Include area code) (561) 472-3604	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$218,987,876.00		21. ACCOUNTING AND APPROPRIATION See Section G				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM See Block 12	
24. ADMINISTERED BY (if other than Item 7)		CODE 898358	25. PAYMENT WILL BE MADE BY		CODE 898358		
SCD: C PAS: (NONE)		U.S. DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER P. O. BOX 5807 OAK RIDGE, TN 37831					
26. NAME OF CONTRACTING OFFICER (Type or print) EUSEBIO M. ESPINOSA		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

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

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.21(c)

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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BASE PERIOD

0001

EST \$218,987,876.00

Noun: SECURITY PROTECTIVE FORCE SERVICES
Contract type: R - COST PLUS AWARD FEE
Start Date: ASREQ
Completion Date: 31 MAY 2009
Descriptive Data:

IMPORTANT NOTE: THIS IS NOT THE ACTUAL CONTRACT. IT IS AN INCOMPLETE AND INACCURATE MOCKUP WHICH WAS DEVELOPED SOLELY TO ENTER THE CONTRACT VALUE IN CONWRITE. THE ACTUAL CONTRACT WAS DEVELOPED OUTSIDE OF CONWRITE.

The contractor shall perform services as required and specified in the Statement of Work entitled "Security Protective Force Services," dated May 2006, in Part III, Section J, at Attachment J-1.

Estimated Cost: \$205,343,374
 Base Fee: \$4,462,249
 Award Fee: \$9,182,253
 Total Estimated Cost Plus Base and Award Fee: \$218,987,876

000101

Noun: Funding Info Only
ACRN: AA \$2,500,000.00
PR/MIPR: 52-06NA14390.501 \$2,500,000.00

000102

Noun: Funding Info Only
ACRN: AB \$200,000.00
PR/MIPR: 52-06NA14390.501 \$200,000.00

000103

Noun: Funding Info Only
ACRN: AC \$300,000.00
PR/MIPR: 52-06NA14390.501 \$300,000.00

0002

NSP

Noun: SECURITY PROTECTIVE FORCE SERVICES DATA
ACRN: U
Contract type: R - COST PLUS AWARD FEE
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

The Contractor will deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2.

Qty

Unit Price

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty Purch Unit</u>	<u>Unit Price Total Item Amount</u>
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OPTION PERIOD 2

0006 OPTION CLIN (service)

Noun: OPTION 2 - SECURITY PROTECTIVE FORCE SERVICES
DATA

Descriptive Data:
OPTION PERIOD 2 - JUNE 1, 2010 TO MAY 31, 2011

The Contractor shall deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2 during the Option Period 2 identified above.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B.01 ITEMS BEING ACQUIRED (JUL 2004)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing physical protection of critical security interests as set forth in the Statement of Work in Part III, Section J, Attachment J-1.

B.02 TRANSITION COST, ESTIMATED COST, AND AWARD FEE (JUL 2004)

- (a) The transition period (date of award through June 30, 2005) will be on a cost reimbursement basis and the estimated cost is \$_(to be filled in at award)_. There will be no fee paid for the transition period.
- (b) Pursuant to the clause entitled "Allowable Cost and Payment," the total estimated cost of this contract is \$_(to be filled in at award)_____.
- (c) The total award fee pool for this contract is \$_(to be filled in at award)_____.
- (d) The total estimated cost plus award fee amount of this contract is \$_(to be filled in at award)_____.
- (e) The award fee for this contract shall be awarded upon the unilateral determination of the Fee Determination Official that an award fee has been earned. This determination shall be based upon the Fee Determination Official's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the Award Fee Plan. Award Fee available for each period is as set forth in the Award Fee Plan.

B.03 IMPLEMENTATION OF LIMITATION OF FUNDS CLAUSE (JUL 2004)

Pursuant to the clause entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$_(to be filled in at award)_____.

B.04 OPTION TO EXTEND THE TERM OF THE CONTRACT LEVEL OF EFFORT/AWARD FEE (JUL 2004)

The Contractor agrees that, except as provided for in this clause, performance during any option period shall be accomplished within that option period's total estimated cost and fee as set forth below: (blanks to be filled in at award)

OPTION PERIOD 1 (July 1, 2008 to June 30, 2009)

Option Term: 12 Months
Estimated Cost: \$ _____
Base Fee: \$ _____
Award Fee: \$ _____
Total Estimated Cost Plus Base and Award Fee \$ _____

OPTION PERIOD 2 (July 1, 2009 to June 30, 2010)

Option Term: 12 Months

Estimated Cost: \$ _____
Base Fee: \$ _____
Award Fee: \$ _____
Total Estimated Cost Plus Base and Award Fee \$ _____

B.05 PROTECTIVE FORCE BASELINE DIRECT LABOR AND FRINGE ESTIMATE (NOV 2004)

For estimating purposes, Offerors are instructed to propose Protective Force Direct Labor and fringe benefits costs using the annual Baseline estimates in accordance with the escalated schedule below. The annual Baseline estimates cover the projected labor costs (including overtime) and fringe benefits associated with the Protective Force personnel covered under the Collective Bargaining Agreement.

Basic Contract Year 01 \$14,300,000
Basic Contract Year 02 \$15,300,000
Basic Contract Year 03 \$16,400,000
Option Period 1 Year 04 \$17,500,000
Option Period 2 Year 05 \$18,800,000

B001 PRICES (TIME-AND-MATERIAL ESTIMATED COST AND CEILING PRICE) (FEB 2005)

(a) The contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the objectives and requirements of Part III Section J, Attachment 1.

(b) The ceiling price of the contract is _____ and includes the estimated labor costs identified in subparagraph (c) below and the estimated other direct costs (ODC) identified in subparagraph (d) below.

(c) The estimated costs for Item _____ - Labor, is _____. This amount is included in the ceiling amount specified in paragraph (b) above. The labor rates are stated below:

Labor Categories	Estimated Hours	Unit Price	Extended Amount
------------------	-----------------	------------	-----------------

Unit price used in computing estimated contract costs include applicable indirect costs; profit/fee, and federal, state, and local taxes.

(d) The estimated cost for Item 0002 - Other Direct Costs, is _____. This amount is included in the ceiling amount specified in paragraph (b) above.

(e) In the event that the work cannot be completed within the negotiated ceiling price, the Contractor agrees to enter into negotiation for the additional hours required to complete the effort. The unit price for the additional hours shall not include profit/fee.

B003 ITEMS BEING ACQUIRED (FEB 2005)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - _____

Item 2 - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment _____.

B006 ESTIMATED COST, BASE, AND AWARD FEE - INCREMENTALLY FUNDED (FEB 2005)

(a) Pursuant to FAR Clause 52.216-7, "Allowable Cost and Payment," the total estimated cost of this contract is \$205,343,374.00.

(b) The base fee for this contract is \$13,644,502.00.

(c) The total amount of this contract is _____.

(d) The award fee for this contract shall be awarded upon the unilateral determination of the Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Award Fee Plan. Award Fee available for each period is as set forth in the Award Fee Plan.

(e) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this contract is _____. It is estimated that this amount is sufficient to cover performance through _____.

B012 OPTION TO EXTEND THE TERM OF THE CONTRACT/AWARD FEE (FEB 2005)

Except as provided for in this clause, performance during any option period shall be accomplished within that option period's total estimated cost and fee as set forth below:

FIRST OPTION PERIOD

Option Term: _____ Month(s)

Estimated Cost: _____

Base Fee: _____

Total Estimated Cost Plus Base Fee: _____

Available Award Fee: _____

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C.01 STATEMENT OF WORK (JUL 2004)

The Statement of Work (SOW) for this contract is incorporated herein as Part III, Section J, Attachment J-1.

C.02 REPORTS (JUL 2004)

The Contractor shall prepare and submit the recurring plans and reports in accordance with the "Reporting Requirements Checklist" as listed in Part III, Section J, Attachment J-2. In addition, special plans and reports shall be prepared and submitted as prescribed by the Contracting Officer.

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)

The SOW/PWS is included as Attachment _____ to this contract and is listed in Part III, Section J.

C003 REPORTS (FEB 2005)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment _____.

(b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D.01 PACKAGING (JUL 2004)

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide safe transportation at the most economical rate(s).

(b) Reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail or a more expeditious delivery. E-mail is acceptable.

D.02 MARKING (JUL 2004)

(a) Each package, report, or other deliverable product shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement, which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) Each package, report, or other deliverable shall be simultaneously provided to the Contracting Officer and the Contracting Officer's Representative.

D.03 SECURITY REQUIREMENTS (JUL 2004)

The Contractor shall comply with the applicable security requirements for packaging, marking, mailing, and shipping classified materials.

D002 MARKING (FEB 2005)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

D003 SECURITY REQUIREMENTS (FEB 2005)

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified below:

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E.01 INSPECTION AND ACCEPTANCE (JUL 2004)

(a) Inspection of all items under this contract shall be accomplished by the Contracting Officer's Representative or any other duly authorized Government representative identified by separate letter.

(b) Acceptance of all items and/or work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer's Representative or any other duly authorized Government representative identified by separate letter.

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-29 F.O.B. ORIGIN (JUN 1988)
52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F.01 PERIOD OF PERFORMANCE (JUL 2004)

The term of this Contract shall be for the period from the date of award through June 30, 2008, exclusive of Options, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The Contract's maximum term, if extended beyond the initial three-year period, shall not exceed five (5) years, plus the transition activities period. The period from date of award through June 30, 2005 shall be for the transition activities identified in Part III, Section J, Attachment J-9 entitled "Contractor's Transition Plan". The Contractor's responsibility for performance of the Nevada Site Office Security Protective Force Services shall start on July 1, 2005.

F.02 PRINCIPAL PLACE OF PERFORMANCE (JUL 2004)

The contract work will be performed at the Nevada Test Site, its environs, the Las Vegas, Nevada area and other geographic locations identified by the Contracting Officer.

F.03 DELIVERABLES (JUL 2004)

Deliverables shall be provided in accordance with the requirements of the Statement of Work, applicable project procedures, and as required by the Contracting Officer's Representative in accordance with the clause entitled "Technical Direction". The contractor shall provide the plans, reports, and records specified in the Reporting Requirements Checklist, provided in Part III, Section J, Attachment J-2. In addition, special plans and reports shall be prepared and submitted as prescribed by the CO.

F002 PERIOD OF PERFORMANCE - COMPLETION (FEB 2005)

The period of performance for the technical effort or services required under this contract is from the date of award through _____. The completion date for the contract, including completion and submission of all reports required by Part III, Section J, Attachment _____, is _____.

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

<u>ACRN</u>	<u>Appropriation/Lmt Subhead/Supplemental Accounting Data</u>	<u>Obligation Amount</u>
AA		\$2,500,000.00
00900.2006.01.100260.61000000.25200.2221069.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000101: \$1,972,158.23	
	<i>PR/MIPR:</i> 52-06NA14390.501 \$2,500,000.00	
AB		\$200,000.00
00900.2006.01.100260.61000000.25200.2221070.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000102: \$400,000.00	
	<i>PR/MIPR:</i> 52-06NA14390.501 \$200,000.00	
AC		\$300,000.00
00900.2006.01.100260.61000000.25200.2221079.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000103: \$500,000.00	
	<i>PR/MIPR:</i> 52-06NA14390.501 \$300,000.00	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G.01 CONTRACTING OFFICER'S REPRESENTATIVE (JUL 2004)

(a) The work to be performed under this contract is subject to the monitoring of a Contracting Officer's Representative (COR), who shall be specifically designated in writing by the Contracting Officer.

(b) A copy of the designation letter shall be furnished to the contractor. The COR's responsibility shall be to coordinate with the contractor in the administration of the technical aspects of this contract and to provide technical direction pursuant to the clause entitled "Technical Direction."

(c) The COR name, address, and phone number are as follows:

Name: (to be filled in at award)
NNSA Nevada Site Office
Security Support Department
PO Box 98518
Las Vegas, NV 89193-8518
ATTN: (to be filled in at contract award)
702-(to be filled in at contract award)

G.02 CORRESPONDENCE PROCEDURES (JUL 2004)

To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, contractor's name and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Contracting Officer's Representative (COR) with an information copy of the correspondence sent to the Contracting Officer.

(b) Other Correspondence. Non-technical correspondence shall be addressed to the Contracting Officer with information copies of the correspondence sent to the COR and to the Patent Counsel (if patent or technical data issues are involved). The contractor shall use the Contracting Officer as the focal point of contact. The Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Darby Dieterich
NNSA Nevada Site Office
Attn: OMGR/OBA
PO Box 98518
Las Vegas, NV 89193-8518
Phone: 702-295-1560
Fax: 702-657-7575
E-mail: dieterich@nv.doe.gov

(c) Property Administrator Correspondence.

The Contracting Officer has delegated certain duties and responsibilities associated with the Government-furnished property and/or contractor-acquired property administration under this contract to the Property Administrator. The address and telephone number are as follows:

National Nuclear Security Administration
Service Center
ATTN: Property & M&O Contract Support Department
Address: P. O. Box 5400
Albuquerque, NM 87185
Telephone: (505) 845-5437

(d) Patent Counsel.

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contracting Officer with information copies sent to the COR and the NNSA Patent Counsel as follows:

National Nuclear Security Administration
Office of Chief Counsel
ATTN: Patent Counsel
P. O. Box 5400
Albuquerque, NM 87185
Phone No. (505) 845-5172

(e) Classified Correspondence. (See Section D.3 for security requirements).

(f) The Contracting Officer for this contract is:

Darby Dieterich
NNSA Nevada Site Office
Attn: OMGR/OBA
PO Box 98518
Las Vegas, NV 89193-8518
Phone: 702-295-1560
Fax: 702-657-7575
E-mail: dieterich@nv.doe.gov

G.03 LIST OF ACRONYMS (JUL 2004)

The following acronyms are used throughout this document:

CCID	-	Classification and Controlled Information Division
CO	-	Contracting Officer
COR	-	Contracting Officer's Representative
DEAR	-	Department of Energy Acquisition Regulation
DOE	-	Department of Energy
DPLH	-	Direct Productive Labor Hours
FAR	-	Federal Acquisition Regulation
FOCI	-	Foreign Ownership, Control, or Influence
IG	-	Inspector General
NNSA	-	National Nuclear Security Administration
NSO	-	Nevada Site Office
OCI	-	Organizational Conflicts of Interest
P.L.	-	Public Law
PSD	-	Personnel Security Division
RFP	-	Request for Proposal
SC	-	Service Center

SF - Standard Form
SOW - Statement of Work
SPD - Security Programs Division
UCNI - Unclassified Controlled Nuclear Information

G.04 BILLING INSTRUCTIONS (JUL 2004)

(a) The following instructions are provided for the use by the Contractor in the preparation and submission of vouchers requesting reimbursement for work performed on negotiated cost-type contracts. The submission of electronic vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the Contractor.

(b) In requesting reimbursement, Contractors shall use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal. The Standard Form 1034 may be accessed at: <<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF#1001-2000>>. A certified summary sheet shall accompany the SF 1034. A sample format for the summary sheet is included in Part III, Section J, Attachment J-3.

(c) Vendors can, and are encouraged to, submit invoices electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS). The system also allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(d) If manually submitting vouchers, the Contractor shall submit an original SF 1034 voucher plus copies sent to the Contracting Officer and the Contracting Officer's Representative. The Contractor shall also provide a copy of support documentation for travel costs incurred. The original voucher shall be sent to:

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5807
Oak Ridge, TN 37831

(e) Each voucher submitted shall include the following:

- (1) Contract number
- (2) Contractor Name
- (3) Date of Voucher
- (4) Invoice Number
- (5) Total Amount of Voucher
- (6) Period Covered or Items Delivered
- (7) Cumulative Amount Invoiced to Date

(f) The payment will be processed from Oak Ridge Financial Service Center after approval from the Contracting Officer. The Contracting Officer and the Contractor will resolve invoices that are not acceptable for payment.

(g) The Contractor should contact the Oak Ridge Financial Services Department, (888) 251-3557, if assistance is needed for voucher submission.

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement type contracts. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number;
- (6) total amount of voucher;
- (7) period covered or items delivered; and
- (8) cumulative amount invoiced to date.

(d) If you are unable to submit invoices electronically, contact the Contract Specialist identified in clause G001.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H.01 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JUL 2004)

The Representations, Certifications, and Other Statements of Offeror, Section K, completed by the contractor, and dated _____ (to be filled in at award)__, are hereby incorporated by reference.

H.02 SERVICES OF CONSULTANTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (JUL 2004)

(a) Prior written consent of the Contracting Officer shall be obtained:

- (1) for the utilization of the services of any consultant under this contract exceeding the daily rates of \$100.00, exclusive of travel costs; or
- (2) where the services of any consultant under this contract will exceed 10 days in any calendar year; or
- (3) exceed a total value of \$1,000.00.

(b) Whenever the Contracting Officer's written consent is required, the contractor will obtain and furnish to the Contracting Officer the information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether such fees to be paid to any consultant exceed the lowest fee charged by consultants to other firms for performing consulting services that are similar in nature.

(c) The contractor must obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure or Representation pursuant to the latest guidance for all consultants to be utilized prior to their performing any effort under this contract. No effort shall be performed by the consultant until the Contracting Officer has cleared them for OCI.

(d) The following consultants have been cleared by the Contracting Officer for OCI:

Name of Company	Value of Award
_____	\$ _____
_____	\$ _____
_____	\$ _____

H.03 AWARD FEE PLAN (JUL 2004)

(a) Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon, the Contracting Officer and Contractor shall enter into negotiation of the Award Fee Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. The Contracting Officer will modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the

evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the Contracting Officer.

(b) The Award Fee Plan will set forth the criteria upon which the contractor will be evaluated for performance relating to any (1) business management, (2) technical performance, and (3) cost functions as selected for evaluation. Selected performance requirements outlined in the Statement of Work will comprise the technical performance area. A copy of the Award Fee Plan will be provided to the Contractor not later than 15 calendar days after the commencement of each evaluation period.

(c) Following each evaluation period, the Contractor may submit a self-assessment within ten (10) calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The NTS Site Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself, may not be the only basis for the award fee determination. The Government will, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the Contracting Officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.

(d) The Award Fee Plan may be unilaterally changed by the Contracting Officer at any time during the performance evaluation period. Notification of such changes will be provided to the Contractor 15 calendar days prior to the start of the performance evaluation period to which the change will apply.

H.04 PAYMENT OF AWARD FEE (JUL 2004)

(a) The determination of the award fee amount earned for each evaluation period shall be made by the Fee Determining Official, is binding on both parties, and is not subject to appeal under the "Disputes" clause or any other clause. The Award Fee amount will be determined within 60 calendar days after the completion of each performance evaluation period in accordance with the "Award Fee Plan". The Government will advise the contractor in writing of the reasons for the determination.

(b) The award fee pool available under this contract is specified in paragraph B.2 of Part I, The Schedule, and is assigned the following evaluation periods and award fee pool percentages available for payment:

Evaluation Period	Available Award Fee
July 1, 2005-June 30, 2006	(to be filled in at Contract award)
July 1, 2006-June 30, 2007	(to be filled in at Contract award)
July 1, 2007-September 30, 2008	(to be filled in at Contract award)
Option 1 (July 1, 2008-June 30, 2009)	(to be filled in at Contract award)
Option 2 (July 1, 2009-June 30, 2010)	(to be filled in at Contract award)

(c) In the event of contract termination, (either complete or partial) the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities, as determined by the Contracting Officer.

(d) The Government will promptly make payment of any Award Fee upon the submission, by the Contractor to the Contracting Officer, or their authorized representative, of a public voucher or invoice in the amount of the total fee earned for the instant evaluation period.

H.05 CONTRACTOR'S PROGRAM MANAGER (JUL 2004)

(a) The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager

shall provide the single point of contact between the contractor and the COR under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the contractor.

(b) The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

H.06 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (JUL 2004)

(a) During contract performance, the Government will furnish the contractor office space on an as-required basis. The Government may provide additional office space as the NNSA project demands. When government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the DOE/NNSA computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" is defined as a Government specified location on/or at a Government facility.

H.07 STANDARD INSURANCE REQUIREMENTS (JUL 2004)

In accordance with the clause entitled "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) The amount required by the State of Nevada under applicable Workers' Compensation and occupational disease statutes.

(2) Employer's liability insurance in the amount of \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient coverage to meet normal and customary claims.

H.08 PERSONNEL SECURITY CLEARANCES (JUL 2004)

(a) The Contractor will be located at an NNSA classified facility operated at the Secret Restricted Data level. The work and services to be performed under this contract involves working with classified data and information, which must be controlled pursuant to DOE and NNSA Orders, policies, directives and procedures.

(b) The Contractor shall ensure that all personnel assigned under this contract possess a DOE "Q" access authorization (clearance). The Contracting Officer (CO) may waive this requirement for personnel not involved with classified information while access authorizations are being processed, or for personnel associated with the program for short periods of time, such as consultants.

(c) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE "Q" access authorization. For these individuals, the Contractor shall provide certification to the CO that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(d) Requests for access authorization shall not be submitted until the contract has been awarded. Upon contract award, the Contractor is encouraged to use the DOE Accelerated Access Authorization Program (AAAP) to obtain an Interim Q Access Authorization where appropriate for those individuals pending a final DOE "Q" access authorization. The request for AAAP shall include the certified results of the pre-employment investigative screening of the prospective employee.

The Contractor shall turn in badges for employees: (1) who are no longer working on the contract; (2) who no longer require access; (3) when their badge expires; or (4) when the contract expires or is terminated. Badges shall be returned to the COR.

H.09 INFORMATION TECHNOLOGY EQUIPMENT USAGE (JUL 2004)

(a) The Contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to the DOE/NNSA computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Contractor).

Requirements for information technology equipment which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make(s) and model(s); and the lease-versus-purchase determination.

H.10 INFORMATION TECHNOLOGY EQUIPMENT LEASING (JUL 2004)

A "lease versus buy" analysis shall be submitted to the Contracting Officer for review and approval prior to the lease of information technology (IT) equipment under this contract. The contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to approve any purchase option(s) under the rental contract between the contractor and the IT equipment vendor and to realize any other benefits earned through rental payments. The contractor shall furnish a copy of the rental contract to the Contracting Officer and the Contracting Officer's Representative.

H.11 OBSERVANCE OF LEGAL HOLIDAYS (JUL 2004)

(a) The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that government personnel observe the following days as holidays.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

Any other day designated by federal statutes;
Any other day designated by Executive Order;
Any other day designated by Presidential proclamation.

(b) The Contractor's non-union employees shall conform to the holidays observed by the Government. Observance of such days by the Contractor shall not be cause for an additional period of performance, or entitlement of the compensation except as set forth in the contract.

(c) The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer.

H.12 CONFIDENTIALITY OF INFORMATION (JUL 2004)

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
- (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
- (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
- (4) Information or data, which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.

(b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports, which specify any information or data received as confidential or proprietary and which identify the entity or entities that supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H.13 SOFTWARE RIGHTS (JUL 2004)

If at any time during the performance of this contract, the contractor has reason to believe that the utilization of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the DOE's license agreement; or the performance of a requirement or task/delivery would involve the acquisition of licensed software to be delivered to the Government, then the Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances. The Contractor is not authorized to violate any licensing agreements, cause the DOE to

violate any licensing agreements, or acquire software, which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer.

H.14 RELEASE OF INFORMATION (JUL 2004)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Approval authority is NNSA Headquarters Congressional Intergovernmental and Public Affairs (NA-3.5), Washington, DC. Proposed releases are to be submitted to the NNSA Service Center, Public Affairs Department, Albuquerque, NM 87185. All proposed releases should conform to applicable requirements pertaining to the public release of information.

H.15 COMPUTER SYSTEMS SECURITY (NOV 2004)

The contractor shall immediately issue written notification to the Contracting Officer when an employee of the contractor no longer requires access to Government computer systems.

H.16 PROGRAM PLANS (JUL 2004)

Performance under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of an Annual Program Plan, hereafter referred to as the Plan, and revisions to the Plan issued in accordance with this clause. No other costs are authorized without the express written consent of the Contracting Officer unless addressed elsewhere in the contract.
- (b) The Plan will direct the Contractor to accomplish work within the scope of the contract, and shall include the estimated cost for the completion of the Plan.
- (c) The Contracting Officer and the Contracting Officer's Representative (COR) must approve the Plan prior to the Contractor incurring any cost.
- (d) The Plan will be prepared by the Contractor based on direction provided by DOE Project Managers. The Plan will contain specific work scope, cost, and schedule. The Plan may be modified throughout the year to reflect changes in DOE's programmatic priorities.
- (e) If, at any time during the contract year, the Contractor expects to exceed the total estimated cost thresholds in the approved Plan, a revision will be required. This revision must be submitted by the Contractor to the Contracting Officer for approval. The written approval of the revision will be required prior to the Contractor incurring additional costs.
- (f) This procedure is of lesser order of precedence than the "Limitation of Cost" or "Term of Contract" clauses of the contract. The contractor is not authorized to incur costs in the Plan which are not in compliance with any of those clauses of the contract.

H.17 WAGE DETERMINATION RATES (JUL 2004)

In the performance of this contract, the contractor shall comply with the requirements of the U.S. Department of Labor Service Contract Act Wage Determination 94-2331 (Revision 24) dated 8/23/2004 (Section J, Attachment J-6).

H.18 TECHNICAL MONITOR (JUL 2004)

- a. The Contractor shall serve as the Technical Monitor for contracts that are identified by the Contracting Officer. The Contractor shall perform such monitoring duties as will be further described in the

designation for each such contract. No designation will include, and the Contractor shall not perform, the following duties:

- (1) Award, modification, change, or termination of the contract.
- (2) Receipt, processing or adjudication of any claims, invoices, or demands for payment of any form.
- (3) Any function determined by the Contracting Officer to be inherently governmental.

b. The Technical Monitor shall report to the Contracting Officer, or the Contracting Officer's Representative, any performance of a designated contract that may not be in compliance with the terms and conditions but is not authorized to take any other action regarding such noncompliance.

c. Additionally, the NNSA will insert provisions in such contracts substantially as follows:

H-__ TECHNICAL MONITOR

The Government may designate the [Insert name of Contractor] as Technical Monitor for any right, duty or interest in this contract.

In that event, the contractor further agrees to fully cooperate with [Insert Name of Contractor] for all matters under the terms of the designation.

H.19 RESERVED (JUL 2004)

This clause number is reserved for future use.

H.20 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (OCT 2004)

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements, or parts thereof, identified in Part III, Section J, Attachment J-7 appended to this contract. The Contracting Officer may, from time to time and at any time, revise Attachment J-7 by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising Attachment J-7 (the list), the Contracting Officer shall notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the clause 52.243-02, Changes--Cost Reimbursement (Aug 1987) Alternate I (Apr 1984), of this contract.

H.21 USE OF EQUIPMENT AND/OR SOFTWARE MONITORS (JUL 2004)

The contractor shall permit inclusion or attachment of monitoring devices as the Government may choose to employ for the purpose of examining or measuring the activity within the system. Devices, such as equipment monitors, which may require physical connection to the system and their equipment, such as software monitors, which may require portions of the systems control software to be displaced are specifically included in this category. The contractor may not prohibit the installation of such devices unless the particular device will cause significant or permanent damage to the system. The contractor

shall assist the Government in identifying and locating device connections when requested by the Government if the contractor provides such service to the other customers (i.e., commercial or other Government agencies). Cost for this service, if any, is stated in Section B of this contract.

H.22 TRANSPORTATION (JUL 2004)

(a) For freight delivery to the Nevada Test Site, Contractor shall use carriers that offer acceptable service at reduced rates if available. The contractor shall contact the NNSA Traffic Manager at the following address:

NNSA/NSO Traffic Manager
P. O. Box 98518
Las Vegas, NV 89193-8518
(702) 295-7444

(b) Transportation costs: Bus transportation to and from the NTS will be made available to Contractor employees at the prevailing rate for employees required to travel to the NTS.

H.23 CONTRACTOR USE OF GOVERNMENT VEHICLES-WORK TO DOMICILE (JUL 2004)

Government owned or leased vehicles shall be used for official purposes only. Any cost or expense associated with nonofficial use of government-owned or leased vehicles is an unallowable cost and is therefore not reimbursable under the contract. Official purposes do not ordinarily include transportation of a contractor employee between domicile and place of employment. However, contractor employees driving government-owned or leased vehicles to their personal residences will be considered to do so for official purposes if all of the following conditions exist:

(a) Unusual and special circumstances occur when contractor employees are required to work unusual hours and regular transportation is not available.

(b) The Contractor has defined in writing the special and unusual circumstances in which the driving of government-owned or leased vehicles by contractor employees to their personal residences will be considered used for official purposes and the DOE Contracting Officer has approved them.

(c) The contractor has designated in writing specific individuals who are authorized to approve the driving of government vehicles by contractor employees to their personal residences.

(d) The contractor maintains records necessary to clearly establish the extent that home-to-work transportation was for official purposes. The contractor shall determine subject to approval of the Contracting Officer, the organizational level at which the records should be maintained and kept.

The records should be easily accessible for audit and should contain, as a minimum, the following information:

- (1) Name and title of employee using the vehicle, as well as the names and titles of any passengers sharing the vehicles;
- (2) Name, Employee Identification Number, and title of person authorizing use;
- (3) Vehicle license number;
- (4) Date and time of day of vehicle use;
- (5) Storage location of vehicle;
- (6) Duration of use; and

(7) Special and unusual circumstances requiring home-to-work transportation and negative impact, if such approval is not granted. Approval should not be granted if bus services are reasonably available. The approval official should require the sharing of rides to the extent reasonably feasible when government vehicles are authorized.

(e) The contractor establishes and enforces penalties for employees who use or authorize the use of government vehicles for other than official purposes.

H.24 WORK FORCE TRANSITION AND MANAGEMENT (AUG 2004)

(a) Pay and Benefits

Except as otherwise provided herein, employees of Wackenhut Services, Inc. (WSI) below the manager level on the date of contract award will for at least one year be provided substantially equivalent employee pay and comparable employee benefits to the pay and benefits they were receiving as of the final day of contract DE-AC08-98NV13149. These include but are not limited to medical, life insurance, long-term disability, and leave benefits.

Cost of wages and fringe benefits, to employees represented by collective bargaining units, not in excess of those provided in the collective bargaining agreements listed in Section J, Attachment J-3 shall be allowable as set forth herein. The reasonable amounts of all other costs, such as expenses relating to the grievance processing and settlements, arbitration and arbitration awards and other costs and expenses incurred pursuant to the provision of the collective bargaining agreements and revisions thereto listed in Section J, are allowable costs as set forth herein. Any "sign-on" bonuses offered or paid to employees of WSI as employment inducements shall be unallowable costs.

Pension and Other Benefit Plans -- The Contractor shall become a sponsor of the existing WSI defined benefit pension and other benefit plan(s) and shall manage and sponsor those plans for its employees at the site in accordance with applicable law. The Contractor shall be responsible for funding, administering, and maintaining the qualified status of all pension and investment plans. The Contractor will honor pension benefit accruals under the previous contracts with WSI. All matters relating to the Pension Trust Funds will be governed by the applicable provisions of federal law, including the Internal Revenue Code (IRC) and the Employee Retirement Act of 1974 (ERISA), as well as, Part 31 of the Federal Acquisition Regulation (FAR).

(i) Changes or amendments to any of the pension and welfare benefit plans, including any of the retirement medical benefits, or to policies affecting any such plans, or to any underlying trust documents that affect such policies or plans, shall be consistent with applicable law, terms of the respective plans with respect to the procedures for amending such plans, and the terms of this contract and shall be made only with the express, advance, written consent of the NNSA Contracting Officer (CO). In collective bargaining, the Contractor shall make no commitments nor enter into any agreements to change any pension or benefit plans or policies affecting such plans without the prior approval of the NNSA CO. Further, the Contractor shall request NNSA CO approval in advance of any early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Costs are unallowable until specifically approved by the Contracting Officer.

(ii) Because the contractor is responsible for administering and maintaining the qualified status of all pension and investment plans, the contractor must submit annual actuarial and employer certification as the sponsoring employer and participating employer in the pension plans demonstrating full compliance with the IRC and ERISA requirements including, but not limited to, any applicable non-discrimination testing.

(iii) The aggregate annual contributions incurred under the terms of each pension plan and costs incurred in the course of administration of each pension plan are allowable to the extent approved by the Contracting Officer.

1. The amount of the aggregate annual contribution to each pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each pension plan shall be no greater than the tax-deductible limit specified by the IRC Section 404.

2. The contributions will be based on the actuarial valuation, as determined under ERISA, as amended from time to time, for the most recent plan year for each fund. Each fund shall be a trust. At the Contracting Officer's request, the Contractor shall provide an annual itemization of costs planned to be incurred for administration of each pension plan. The pension plan funds, not the Contractor, shall be liable for costs incurred in the course of administration.

3. Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to each pension plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act (ERISA) of 1974, amendments thereto, and any other applicable laws.

(iv) The Contractor will provide to NNSA Contracting Officer copies of the following annual reports:

1. Actuarial Valuation Reports: The annual actuarial valuation report for each DOE-reimbursed pension plan. When a pension plan is commingled, the contractor shall submit separate reports for NNSA's portion and the plan total.

2. Forms 5500: Copies of IRS Forms 5500 with Schedules for each NNSA-funded pension plan.

3. Forms 5300: Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan.

(v) If the Contractor and NNSA agree to terminate a defined benefit pension plan, the provisions of Sections (vii) and (viii) below will apply.

(vi) Unless otherwise required by federal law or resulting from the collective bargaining process or CO approval, no amendment to a pension plan shall result in allowable costs under this contract if the adoption date of such amendment is less than twelve (12) months before the termination or expiration date of the Contract.

(vii) Contract Responsibilities for Pension and Benefit Plans

Replacement Contractor Situation -- If this contract expires or terminates and there is a replacement Contractor(s) or all or a portion of the Contractor's work under this contract is reassigned to a replacement Contractor(s) --

1. The Contractor shall use its best efforts to assist in the necessary arrangements for the replacement Contractor(s) to take over pension, post-retirement welfare and post-employment plans, plan assets and plan liabilities. Such arrangements shall include preserving for employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.

2. Determination of Contract Service Pension Plan Assets and Liabilities

i. Contract Service Assets -- Contract Service Assets shall be determined in accordance with subsection (a)(3)(iv)1 and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.

ii. Liabilities for Present and Future Benefits - The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.

3. Financial Requirements -- Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer.

4. Successor Contractor -- Any NNSA-reimbursed assets awaiting transfer to a successor trustee or to NNSA shall be actively managed by the Contractor until the successor trustee or NNSA is able to assume stewardship of those assets.

(viii) No Replacement Contractor Situation -- In the unlikely event that the contract is terminated or expires without a follow-on contract --

1. The Contractor shall continue as plan sponsor of all existing and follow-on pension and welfare benefit plans covering site personnel with responsibility for management and administration of the plans, as directed by DOE, at DOE's sole discretion.

2. In accordance with DOE-approved Contractor welfare benefit plans, the Contractor shall provide benefit continuation on a funding basis acceptable to DOE.

3. During the final 12 months of this contract, the Contracting Officer shall provide written direction regarding post-contract responsibilities for pension and welfare benefit plans.

(ix) The Contractor agrees to credit incumbent employees with their current length of service - for calculating fringe benefits such as vacation, severance pay, etc.

(x) The Contractor agrees to honor accrued benefits as of the effective date of the contract for incumbent employees.

(xi) Vacation Costs: Under the previous WSI contract it was WSI's and NNSA Nevada Site Office's policy that the accrued vacation benefits would be reimbursed when used rather than when earned due to the nature of how WSI was reimbursed (i.e., Checks Paid Letter-of-Credit). As such, the costs of vacation benefits earned but not used were never reimbursed by the NNSA Nevada Site Office (NNSA/NSO). Therefore, the Contractor is authorized to include in their monthly invoice the amount expended for reimbursing WSI employees for using those vacation benefits earned but not used on the previous WSI contract. In addition, in order to maintain consistency with past practices, the Contractor agrees that vacation costs will be accrued, booked, and reported as earned and will invoice the NNSA/NSO for these expenditures when paid to the employee. At the end of this contract, the successor contractor will assume all accrued vacation benefits earned but not used.

(b) Labor Relations (Also refer to the clause entitled "Collective Bargaining Agreements-Protective Services" (DEAR 952.237-70) contained in Section I)

(i) The Contractor will respect the rights of employees (1) to organize, form, join or assist labor organizations, bargain collectively through representatives of the employees own choosing, and engage in other protected concerted activities for the purpose of collective bargaining, and (2) to refrain from such activities.

(ii) To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining agreement and, upon proper request, bargain to good faith impasses or agreement, or otherwise satisfy applicable bargaining.

(iii) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations as developments that involve or appear likely to involve:

1. Possible strike situations affecting the facility;
2. Referral to the Energy Labor-Management Relations Panel;

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005)

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) the amount required by the State of _____ under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H006 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

(1) is, or is suspected of being, a terrorist;

(2) is the subject of an outstanding warrant;

(3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

(4) has presented false or forged identity source documents;

(5) has been barred from Federal employment;

(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005)

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

H010 OBSERVANCE OF NATIONAL HOLIDAYS - BILLABLE TIME (FEB 2005)

(a) Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day

- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay. Additionally, the Government will not reimburse the Contractor for hours not worked by its employees.

(b) Billable Time

(1) Billable time performed during Contractor's normal duty hours of _____ AM to _____ PM, Monday through Friday, may include the following:

- (i) from the contractor's facility to assigned site of work or Government training;
- (ii) in performing the assigned duties;
- (iii) transfer to a new assigned site of work; and
- (iv) return from assigned site of work to the contractor's plant.

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

H014 ORDERING PROCEDURE (FEB 2005)

Performance under this contract shall be subject to the following ordering procedure:

(a) The contractor shall incur costs under this contract only in the performance of task/delivery orders and revisions to task/delivery orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer unless addressed elsewhere in the contract.

(b) During the period of performance of this contract, task/delivery orders will be issued in writing by the Contracting Officer designating

- (1) the task to be performed;
- (2) the period of performance;
- (3) authorized travel;
- (4) any Government-furnished property;
- (5) total estimated cost and fixed fee of the task/delivery order;
- (6) required delivery dates; and
- (7) deliverables.

Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation. If appropriate, property that is Government-furnished or contractor-acquired will also be listed in the property schedule of the contract as well as in the individual task/delivery orders.

(c) Task/delivery orders will be issued on forms specified and provided by the Government. Task/delivery orders will be sequentially numbered. A revision to a task/delivery order will be identified by an alpha designation following the existing task/delivery order number indicating the revision sequence.

(d) The Contractor shall submit within ten calendar days after receipt of each task/delivery order a Contractor task/delivery plan on forms specified and provided by the Government. The task/delivery plan is the Contractor's overall estimate for the completion of the task/delivery order and shall include the following:

- (1) date of commencement of work, and any necessary revision to the schedule of performance;
 - (2) Direct Productive Labor Hour, both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total level of effort, including those in (4) below, estimated to complete the task;
 - (3) the travel and material estimate;
 - (4) an estimate for subcontractors and consultants; including the level of effort, if applicable;
 - (5) estimated computer use time required, if applicable;
 - (6) other pertinent information, indirect costs, consultants, interdivisional transfers, etc.;
- and
- (7) the total estimated cost and fixed fee for completion of the task order.

(e) The Contractor's task/delivery plan is subject to the review of the Contracting Officer. After a task/delivery order is issued, if any revision becomes necessary to the estimated cost, or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised task/delivery plan with

explanatory notes. Revised task/delivery plans submitted by the Contractor are subject to the review and approval of the Contracting Officer.

f. The Contractor is not authorized to perform task/delivery orders which are not in compliance with other clauses of the contract.

g. Upon completion of each task/delivery order, the Contractor shall provide total expenditure of hours, dollars, etc, to close out each task/delivery order.

H015 RELEASE OF INFORMATION (FEB 2005)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H016 KEY PERSONNEL (FEB 2005)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

NAME	TITLE

Key Personnel are dedicated full-time to this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005)

(a) During contract performance, the Government will furnish the Contractor office space for approximately _____ individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)", as modified by DEAR 952.245-5, the property listed in Part III Section J, Attachment _____, is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005)

(a) The Contractor agrees to comply with the NNSA/DOE directives _____ and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005)

The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse To The Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202-586-4073.

H022 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (FEB 2005)

(a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, NNSA personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.

(b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on NNSA functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any NNSA facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its NNSA facilities to the COR.

(c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in NNSA facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:

- (1) Organizational Structure
- (2) Key personnel and Responsibilities for Safety
- (3) Safety Training and/or Meetings
- (4) Safety Inspections and Record Keeping
- (5) Accident Reporting and Investigation
- (6) Emergency Procedures, Telephone Numbers, and Points of Contact

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005)

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

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H027 REQUIRED ESCORT-LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE (FEB 2005)

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel shall be escorted at all times within the NNSA complex by a designated individual identified by the program office.

H028 AWARD FEE PLAN (FEB 2005)

(a) The Contractor's award fee plan upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the Contractor _____ calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements if appropriate, (2) management requirement, and (3) cost functions as selected for evaluation.

(c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor _____ calendar days prior to the start of the evaluation period to which the change will apply.

H029 WAGE DETERMINATION RATES (FEB 2005)

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number _____, dated _____. A copy of the wage determination is attached to this contract (see Part III, Section J, Attachment _____).

H033 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H035 SUBCONTRACTING PLAN (FEB 2005)

The contractor's Subcontracting Plan dated _____, is a material part of this contract and is attached in Part III, Section J as Attachment _____.

H036 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (FEB 2005)

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as an 'alien'. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

**H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS
(FEB 2005)**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H038 PRECIOUS METALS INVENTORY (FEB 2005)

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H039 VIOLENCE IN THE WORKPLACE (FEB 2005)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (JUL 2004)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '15 days'
- 52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II (OCT 2001)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is '\$0.00'
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
- 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)
Insert incumbent contractor name. '?????'
Identify Union. '?????'
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) -
ALTERNATE I (AUG 2003)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) -
ALTERNATE II (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)
- 52.228-02 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 52.228-16 PERFORMANCE AND PAYMENT BONDS - OTHER THAN CONSTRUCTION (JUL
2000)
Para (b), Percent '?????'
Para (b), Percent '?????'
Para (c), Number of days '?????'
- 52.228-16 PERFORMANCE AND PAYMENT BONDS - OTHER THAN CONSTRUCTION (JUL
2000) - ALTERNATE I (JUL 2000)
Para (b). Insert percent of original contract price. '?????'
Para (b). Insert percent of original contract price. '?????'
Para (c). Insert number of days. '?????'
Alt I, para (b). Insert percent of original contract price. '?????'
- 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
(APR 1984)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (MAR 2005)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing
the following subcontracts: 'To be filled in at award'
Para (k), Insert subcontracts which were evaluated during negotiations: 'To be filled in at
award'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (MAY 2004)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)

52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL
SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
52.248-01 VALUE ENGINEERING (FEB 2000)
Para (m). Contract number. '?????'
52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.202-01 DEFINITIONS (JAN 2005)
952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-02 SECURITY (MAY 2002)
952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.208-70 PRINTING (APR 1984)
952.215-70 KEY PERSONNEL (DEC 2000)
952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING
AND EXECUTION (DEC 2000)
952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE
RECORDS (APR 1984)
952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-14 RIGHTS IN DATA-GENERAL. (DOE COVERAGE-ALTERNATES VI AND VII) (FEB
1998)
952.237-70 COLLECTIVE BARGAINING AGREEMENTS PROTECTIVE SERVICES (AUG 1993)
952.242-70 TECHNICAL DIRECTION (DEC 2000)
952.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (AUG 2005)
952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A
WAGE DETERMINATION

Employee Class Monetary Wage - Fringe Benefits
THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	14	09 NOV 2004	NEVADA PRO FORCE STATEMENT OF WORK
ATTACHMENT 2	3	29 JUL 2004	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 3	1	29 JUL 2004	SF 1034 CERTIFIED SUMMARY SHEET SAMPLE
ATTACHMENT 4	122	29 JUL 2004	SCA WAGE DETERMINATION NO. CBA-2003-14 (COLLECTIVE BARGAINING AGREEMENT, WSI, 2001-2006)
ATTACHMENT 5	1	29 JUL 2004	GOVERNMENT FURNISHED PROPERTY LIST
ATTACHMENT 6	9	23 AUG 2004	SCA WAGE DETERMINATION 94-2331 (REV.24)
ATTACHMENT 7	3	29 JUL 2004	DOE DIRECTIVES AND OTHER DOCUMENTS
ATTACHMENT 8	0		SMALL BUSINESS SUBCONTRACTING PLAN (TO BE ADDED AFTER AWARD)
ATTACHMENT 9	0		CONTRACTOR'S TRANSITION PLAN (TO BE ADDED AFTER AWARD)

Section J, Attachment 1

STATEMENT OF WORK
Security Protective Force Services
Revision #4

INTRODUCTION

This statement of work encompasses a range of Security Protective Force services to be provided for NNSA/NV. Contractor tasks will be performed in accordance with this SOW. Stations and patrols identified herein are generally staffed as specified in this section; however, changes may occur based on programmatic requirements as directed by the NNSA/NV Contracting Officer or his/her designated representative.

The mission of the Protective Force Contractor is the physical protection of security interests to include Nuclear Explosive Devices, Special Nuclear Material (SNM), Stockpile Stewardship Operations and Vital Equipment, Classified and Sensitive Information, Property and Unclassified Facilities.

The following items should be taken into consideration when developing protection program strategies:

- The vulnerability of an assembled or partially assembled nuclear explosive device to malevolent acts;
- The vulnerability of SNM, vital equipment or facilities, or sensitive matter to malevolent acts;
- The need to fully understand the potential threats contained in the current DOE Design Basis Threat Policy and apply these principles when developing site-specific safeguards and security programs.
- The importance of the facility to the overall DOE mission and costs of replacement due to acts of sabotage or other malevolent acts, the classification level of the matter, and the impact of its loss or compromise on national security;
- Continuous protective services are required 24 hours per day, 365 days per year.
- The potential effects of a malevolent act on the health and safety of employees, the environment, or the public;
- The need for compartmentalization of safeguards and security interests.
- The need for integration of safeguards and security interests. This includes the need for applying the principles of the NNSA mandated Integrated Safeguards and Security Management (ISSM) Program.
- The need for efficient and cost-effective methods for protecting the safeguards

and security interests taking into consideration the DOE Order requirements and performance-based tests; and

The requirement to maintain the capability for a recapture, recovery, and fresh pursuit protection strategy for matters involving the loss or theft of SNM; strategies to counter the use of weapons of mass destruction (nuclear, chemical, and biological); and the aspects of Presidential Decision Directive 39 and 62 dealing with terrorism and counter terrorism.

Fluctuating mission requirements associated with the conduct of sub-critical experiments and the presence of SNM on-site will require that the contractor must demonstrate the capability to respond to work scope changes quickly and with a minimum disruption to their operation.

The Contractor shall fully integrate the requirements contained in this SOW in a manner that assures a seamless structure is maintained. This includes full integration of functions, roles, and responsibilities if more than one contractor is involved in fulfilling the requirements of this contract.

NSO reserves the right to modify the level of effort and enhance the technical work requirements due to changing security requirements or methods of accomplishing security functions.

In performing the requirements under this SOW, the Contractor is responsible for coordination with the M&O Contractors, who have assigned missions at the NTS.

BACKGROUND

NNSA/NV Facility Mission

The primary missions of NNSA/NV are to maintain readiness to resume the conduct of underground nuclear tests and to support stockpile stewardship operations. Current Defense Programs missions include the conduct of subcritical experiments involving the use of SNM designed to test the reliability and safety of our nation's nuclear weapons stockpile. Current and future missions include staging and may include storage, disassembly, and weapons modernization of nuclear weapons or other programs associated with weapons quantity of SNM.

The DOE national weapons laboratories have responsibility for design, development, and ensuring reliability of nuclear weapons, and conducting research and development work related to the non-nuclear components of nuclear weapons.

NNSA/NV is responsible for implementing operational safety and security associated with the mission requirements. The protection strategy employed by NNSA/NV is to prevent access to nuclear explosive devices or prevent removal of Category I SNM from a facility. NNSA/NV has developed management and operations plans to provide adequate protective force protection and physical system barriers commensurate with the threat contained in the DOE Threat Guidance documents.

NNSA/NV also administers the nuclear emergency response capability programs. The NEST operations maintain an emergency response capability to nuclear terrorism. The Aerial Measurements System provides an aerial radiological survey and sampling capability to: (a) respond to a major accident involving radiation sources anywhere in the continental United States; (b) support Nuclear Regulatory Commission (NRC) licensed facilities; and (c) conduct large terrain radiation mapping in cooperation with the NRC around licensed facilities as a basis for rapid assessment of radiation or other environmental accidents.

NNSA/NV has an extensive environmental, safety, and health program to assure that all operations are conducted safely without harm to the public or NTS employees and with an acceptable environmental impact.

NNSA/NV also provides support to DOE/HQ Programs Divisions and other federal agencies.

In summary, the currently assigned missions are focused in the following areas: maintaining readiness to resume underground nuclear testing, stockpile stewardship operations and management; emergency management and nonproliferation; environmental restoration; waste storage and disposal facilities; and research and development. Potential and/or future missions could include the Yucca Mountain Project, solar energy programs, and DoD program missions. These missions could include projects involving special nuclear material, joint missions with other agencies, and conventional weapons demilitarization.

NNSA/NV Site/Facility Descriptions

Nevada Test Site

The NTS is located 65 miles northwest of Las Vegas, Nevada. It consists of approximately 1,325 square miles, or 880,000 acres - an area larger than the state of Rhode Island. The NTS is bordered on three sides by 4,562 square miles of land comprising the Nellis Air Force Range, another federally-owned restricted area. This restricted area provides a buffer zone to the north, east, and west between the test area and public lands. This buffer zone varies from 15 to 65 miles between the test area and land that is open to the public. The land to the south is also federally-owned and administered by the Bureau of Land Management. The northwestern portion of the Nellis Air Force Range is occupied by the Tonopah Test Range (TTR), an area of 524 square miles. The combination of the TTR, the Nellis Air Force Range, and the NTS comprise one of the largest unpopulated land areas in the United States, some 5,937 square miles. The largest populated area near the NTS is the city of Las Vegas, which is 65 miles to the south. The temperature at the NTS ranges from a daily average low of 49.2 degrees Fahrenheit to a daily average high of 75.4 degrees Fahrenheit. Temperature extremes can range from -10 degrees Fahrenheit in the winter at the higher elevations to over 110 degrees Fahrenheit during the summer months. The average annual precipitation is 7.58 inches with the average annual snowfall being 2.9 inches and the average annual wind speed 8.0 miles per hour. The airspace

above the NTS is designated restricted airspace of unlimited altitude on a continuous basis by the Federal Aviation Administration.

The NTS contains 1,200 buildings, approximately 300 miles of primary and secondary surfaced roads, 400 miles of unsurfaced roads, three airstrips, and five heliports. The NTS water system consists of 15 wells, pumps, reservoirs, and 100 miles of supply and distribution lines.

The NTS is the U.S. underground testing laboratory for nuclear devices. The area consists of desert terrain made up of low mountains, mesas, rolling hills, ravines, dry lakes, and other flatlands. The NTS has two large natural closed drainage basins which are known as Frenchman and Yucca Flats. U.S. nuclear explosive tests have historically been conducted at the NTS in accordance with the criteria and designs developed by Lawrence Livermore National Laboratory, Los Alamos National Laboratory, Sandia National Laboratories, and DoD. Tests have been conducted in vertical underground holes in the Yucca Flat or Pahute Mesa areas and in horizontal tunnels in the Rainier Mesa.

Remote Sensing Laboratory (RSL)

The RSL is located on the northeast portion of Nellis Air Force Base (AFB) approximately 600 yards north of the Hollywood gate. The facility may be accessed from either the Hollywood gate via Hollywood Boulevard or via the perimeter road from the west side of Nellis AFB.

North Las Vegas Facilities (NLVF)

The NLVF is located on 78.3 acres of U.S. Government property and contains four complexes with a total of approximately twenty-six buildings. The complexes are identified as the A, B, and C complexes and the Department of Energy, Nevada Support Facility (NSF). The NSF is the headquarters for NNSA/NV operations.

REQUIREMENTS

As required by NNSA/NV, the Contractor shall provide personnel to perform security services at the NTS and Las Vegas area NNSA/NV facilities, NNSA/NV contractor facilities, and other facilities as assigned by NNSA/NV. All work performed by the Contractor must satisfy the requirements of DOE Orders and direction provided by NNSA/NV.

NNSA/NV reserves the right to modify the level of effort and enhance the technical work requirements due to changing security requirements or methods of accomplishing security functions.

The Contractor agrees to guard and to protect the premises, facilities, property, and personnel utilized by NNSA/NV in performing its prime contract with the United States Government.

Historically, armed guard requirements for the NTS and Las Vegas area have ranged from a high of 300 to a low of 108 depending on changing mission requirements. Presently, the total armed force strength is authorized at 300 Security Police Officers and 60 Duty Officers. The actual Protective Force strength is dependent upon operational and funding requirements and is currently to be staffed at 235 Security Police Officers and 55 Duty Officers

The Contractor shall perform the following work:

1. PROTECTIVE FORCE MANAGEMENT AND TRAINING

A. Personnel

1. Maintain Protective Force of DOE Q-cleared security personnel, who are Human Reliability Program (HRP) certified, sufficient to provide required security services at the NTS, North Las Vegas facilities (NLVF), and other NSO locations in accordance with applicable requirements, under both routine and emergency conditions.
2. Provide a Protective Force trained and qualified to the DOE Security Police Officer I and Security Police Officer II (SPO I and SPO II) level.
3. Establish and provide SPO III Special Response Team capability to counter any attempted theft or sabotage of nuclear explosive devices or SNM. For protection of nuclear explosives and certain categories of SNM a denial strategy shall be employed. In the event the above strategies fail, a plan and capability for recapture, recovery, and pursuit is required.

B. Security Posts

1. Provide staff for fixed security stations and roving patrols.
2. Provide security escorts for personnel or materials.
3. Provide test event/experiment support including sweeps, roadblocks, manning temporary security stations, operating primary and secondary alarm systems, and operating emergency control centers.

C. Planning

1. Provide operational and security analysis and planning. Develop and implement security procedures, plans, and directives in support of specific mission requirements. Provide copies of M&O contractor security procedures to the small business Security System Services (SSS) Contractor for publication on their Intranet web site.
2. Prepare contingency plans for anti-nuclear demonstrations, adversary threats, emergency response, and emergency evacuation.
3. Develop, prepare, and conduct security, emergency response, and emergency management training exercises to ensure protection of NSO facilities, property, material and occupants under emergency conditions.
4. Perform risk analyses and tasks needed to identify and counter specific vulnerabilities including safety concerns in support of site specific activities, to include, force on force exercises, live fire range activities, and anti-nuclear protests. This is done in an effort to provide assurance to NSO that activities which may pose risks to health and safety have been reviewed and appropriate controls have been established to mitigate safety concerns.
5. Provide subject matter expertise to the NSO SSS contractor as necessary for vulnerability analyses (VAs) and the preparation of the NSO Site Safeguards and Security Plan (SSSP), including the collection of performance test data that supports the VAs and the SSSP. Participate in the review of VAs and the SSSP that will be prepared by the SSS Contractor.
6. Prepare and execute, with input from the SSS Contractor, Force on Force exercise scenarios and plans and limited scope performance tests as necessary to support VAs and the SSSP.
7. Participate in tabletop exercises and Joint Conflict and Tactical Simulation (JCATS) runs as necessary to support VAs and the SSSP.

D. Property Protection

1. Provide protection of Government property.
2. Provide surveillance of property subject to pilferage or theft and maintain accountability of seized Government property.

E. Routine Activities

1. Protect security areas against malevolent acts and unauthorized access including apprehending unauthorized personnel or vehicles in security controlled access areas.
2. Secure all NNSA facilities and repositories during non-working hours.
3. Process programmatic official and nonofficial visits and tours in accordance with applicable requirements for the M&O contractor and forward them to the Security System Services (SSS) contractor for final action.
4. Furnish appropriate protective force personnel for other security-related duties which includes multi-disciplinary support to the Nevada Intelligence Center, protection of vital equipment during deployments, control of anti-nuclear demonstrations, protection, collection and destruction of classified material and other security-related activities as directed by the Contracting Officer or Contracting Officer Representative.
5. Provide after-hours badge issue support to the SSS contractor for visitors and employees who have lost or forgotten their badges.

F. Special Nuclear Material (SNM)

Protect SNM within NTS boundaries or other designated areas to prevent theft, diversion, sabotage, or other acts of violence or misuse in accordance with applicable requirements.

G. Training

1. All armed Protective Force personnel shall be trained to the appropriate level prior to being assigned to duty.
2. Provide continued training and professional development of all Protective Force personnel.
3. Provide oversight of the physical fitness program.
4. Publish the NSO Physical Fitness Program Plan and ensure regulatory protective force standard are met.

H. Personnel Qualifications

Assign Protective Force personnel who meet the applicable DOE medical, physical fitness, and firearms qualification standards, and the general qualification requirements.

1. Physical and Medical Qualifications

Protective Force personnel must be fully capable of performing duties requiring moderate to arduous physical exertion and must be fully capable of self-defense, tactical exercises, weaponless defense, and arrest techniques. They must be capable of running, lifting, and participating in rescue operations. As a minimum, they must meet the physical fitness and medical qualifications set forth in 10 CFR 1046.

2. Firearms Qualifications

Prior to being armed or performing armed SPO duties, and at least semi-annually thereafter, each armed Protective Force member will qualify by attaining a minimum qualifying score on the courses of fire.

3. Firearms

Protective Force personnel will be armed, at a minimum, with a .40 caliber handgun and an auxiliary weapon (rifle) that uses 5.56 mm ammunition or other authorized firearms and ammunition. Periodically, the Protective Force personnel may be armed with other automatic or specialty weapons. All issued weapons and ammunition will be provided by NSO, and shall be in serviceable condition. On-duty sidearms shall be fully loaded unless otherwise directed by NSO.

4. Uniforms

All Protective Force personnel shall be supplied with appropriate uniforms provided by NSO, which includes uniform maintenance, badges, belts and holsters, and insignia of rank. All Protective Force personnel shall be in uniform while on duty, in accordance with the Contractor's established dress code. The Contractor shall specify, with the approval of the Contracting Officer, appropriate uniforms, badges, insignia, and attire for Protective Force personnel.

5. Arsenal/Armorer

Maintain an arsenal in clean and safe operating condition at the NTS training facility. In addition, all arsenal and emergency equipment shall be properly stored, protected, accounted for, and secured at all times. Provide Armorers who are certified, as required by NNSA, to perform maintenance and repairs on all weapons used by Protective Force personnel.

6. Driver's License

All Protective Force personnel assigned to duty shall have a valid driver's license issued in the United States.

I. Management, Supervision, Staff, and Administration

1. Provide management, supervision, and staffing to effectively train, operate, supervise, administer, and manage the Protective Force in accordance with applicable requirements and in keeping with sound business practices.
2. Maintain high standards of competency, conduct, and integrity of all assigned personnel.
3. Maintain and negotiate as necessary, a collective bargaining agreement with the Independent Guard Association of Nevada.
4. Provide a comprehensive performance testing and analysis capability that supports the ongoing protective force training program, selection and implementation of security technologies, the conduct of vulnerability analyses and the preparation of the Site Safeguards and Security Plan.

J. Physical Fitness Training

The Contractor shall maintain a Physical Fitness Section staffed by qualified fitness specialists to provide a fitness training program and conduct physical fitness testing of the armed protective force personnel. Physical Fitness specialists will supervise testing; record training data and maintain training records; develop individual exercise programs; conduct fitness assessments; provide fitness counseling/instruction; and conduct safety inspections.

2. TECHNICAL SECURITY SYSTEMS

A. Electronic Security Systems

1. Provide the expertise required to support the design, installation, and maintenance of NSO security systems. Systems support includes intrusion alarms, alarm monitoring systems, and automated access control systems at Las Vegas and the NTS and specialized support of the Device Assembly Facility (DAF), Mobile Intruder Reconnaissance Vehicle (MIRV), and Device Transport Vehicle (DTV), cost estimates, Title I, II and III design packages, engineering drawings, procurement specifications, acceptance test plans and procedures, engineering change requests, and direct engineering support to installation and maintenance activities on supported systems and facilities.
2. Install, maintain, and periodically test electronic security systems and equipment in accordance with applicable requirements. NSO facilities and systems that are specifically included are the security systems at the DAF; DAF public address system, building intercom, and door keypad support; NTS security systems; Las Vegas security systems; MIRV operations and electrical systems; DTV operations and electronic systems; and other related activities as directed by NNSA/NSO.
3. Operate the electronic security systems to identified specifications by conducting strategic and long-term program planning and testing to ensure the protection of government property, personnel, vital equipment, unclassified facilities, classified matter and SNM.
4. Provide preventative and corrective maintenance for all electronic security systems at NTS and Las Vegas recognizing that some components and subsystems in these electronic security systems are no longer supported by their manufactures.
5. Maintain an immediate onsite capability to respond to system malfunctions and communication failures for all on-site systems under routine and emergency conditions. This may be satisfied by a program of compensatory measures that are immediately implemented and maintained until such time as maintenance personnel can respond and complete corrective maintenance.
6. Coordinate with the M&O Contractor program/facilities personnel and the Security Coordinator, as appropriate, when system design activities require support for the development of engineering or related drawings. Provide sketches, detailed material lists and manufacturers' data sheets as required. The M&O Contractor will provide support for the development of engineering or related documents in accordance with its established procedures.

7. Provide technical support for acquisition and installation of electronic security systems at outlying NSO facilities as requested.
8. Perform all electronic security system support in a manner that is consistent with NSO and M&O Contractor work control processes and the DOE Integrated Safety Management (ISM) Program.
9. Provide recurring MIRV and DTV support for other facilities as directed by NSO.
10. Ensure that all aspects of security system engineering and installations are completed. The contractor may elect to perform some or all of the work with in-house resources or to pass some of the tasking to the M&O contractor or another contractor. Installation activities include, but are not limited to installing low voltage electronic systems, sensors and cabling and associated conduit, equipment cabinets, enclosures and junction and pull boxes, and electric door locks and door locking hardware associated with the automated access control and security alarm systems.
11. Install, maintain and support the ongoing operation and expansion of the NSO Integrated Badging, Alarm and Automated Access Control (IBAAC) system. Provide support to the NSO Security System Services (SSS) contractor in their use of this system for badging operations. Provide the requisite software and appropriate level of user/administrator access to the IBAAC system and its resources as necessary for badging operations. The SSS contractor will be responsible for computer hardware, printers and any consumables associated with Badge Office operations.

B. Technical Surveillance Countermeasures (TSCM)

1. Administer a TSCM Program for WSI and the M&O Contractor in accordance with applicable requirements including relevant National Security Agency guidance and DCIDs to include the following:
 - a. Provide a properly trained individual to serve as the TSCM Officer.
 - b. Coordinate audio and technical countermeasures requirements, surveys, and corrective actions for all the WSI and M&O Contractor facilities, the NSO TSCM Operations Manager and the TSCM Team.
2. Provide guidance to engineering, facilities and programmatic personnel internally and to WSI and the M&O Contractor regarding acoustic and technical security requirements for new facilities or areas that are being upgraded to security areas,

including Special Access Program Facilities and Sensitive Compartmented Information Facilities, where DCID apply.

4. ADMINISTRATIVE ACTIVITIES

A. **Internal Personnel Security** Provide the following services to WSI and the M&O Contractor's employees, M&O vendors and subcontractors, and NSO employees as directed by the COR.

1. Pre-Hire and Pre-Clearance Submission Background Investigations

Verify the U.S. citizenship of all newly hired employees and conduct pre-hire and pre-clearance background investigations.

2. New Hire In-Processing

Receive and process application documents to establish a personnel security file, and prepare security badge requests. Prepare and submit HSPD12 packets.

3. Security Clearance Justification Requests

Prepare and submit justification requests for new security clearances, increase/decrease in level, reinstatements, and extensions to and from other DOE/NNSA offices and for five year re-investigations. Provide liaison with NSO on Questionnaires for National Security Position preparation, submission, and tracking.

4. Maintain personnel security files

B. **Human Reliability Program (HRP)** (Provide the following services to WSI and M&O Contractors employees, M&O vendors and subcontractors, and NSO employees as directed by the COR.)

Administer the HRP for NSO in accordance with applicable requirements, including all pertinent functions, (e.g., supervisor training, drug screening, certification and re-certification processing and coordination) necessary to ensure compliance and provide recommendations to NSO. Administration of the HRP includes the following:

1. Conduct and coordinate initial and annual training.
2. Schedule all examinations required by the program.
3. Conduct annual credit, criminal and DMV checks.

4. Review and compile all pertinent documents, releases, etc.
5. Coordinate all HRP certification/re-certification issues for a final determination of suitability.
6. Administer a random drug and alcohol program.
7. Submit packages to the NNSA Service Center for final approval.
8. Publish and distribute list of HRP certified personnel as required.
9. Coordinate any withdrawals or suspensions of individuals from the HRP,

C. Environmental, Safety, and Health

1. Conduct safety and health inspections in accordance with applicable requirements to ensure that operations are conducted in a safe manner.
2. Provide environmental oversight required to meet federal, state, and DOE/NNSA standards.
3. Integrate safety into management and work practices, in accordance with the DOE ISM System, at all levels within the organization so contract requirements are accomplished while protecting the public, work and environment.

D. ISSM

1. Meet requirements of DOE ISSM by incorporating ISSM concepts and practices at all levels within the organization so contract requirements are accomplished securely.
2. Provide integrated safeguards and security program coordination services for the NSO, NSO contractors and NNSA's Nuclear Weapons Laboratories, including the preparation and issuance of implementing policies, detailed security procedures for employees, security plans and related documents.

E. Physical Security

1. Protective Force

Provide to the NSO, NSO contractors and NNSA's Nuclear Weapons Laboratories when requested, activity reports and irregularity reports related to Protective Force operations.

2. Security Plans

Prepare all required facility security plans and special security plans pertaining to the protective force contractor and M&O contractor facilities in Nevada. Provide M&O Contractor security plans to their Security Coordinator for concurrence prior to transmission to NSO for final approval.

3. Incident Reporting

Provide to the M&O Contractor preliminary and follow-up reports on all security incidents related to that contract.

4. Inquiries

Conduct, as requested by the M&O Contractor, preliminary inquiries concerning reported incidents involving misconduct on the part of M&O Contractor employees and the theft/loss of government property.

5. Barriers and Key/Lock Control

Coordinate the purchase, installation, and repair of physical barriers (doors, fences, gates, alarms, automated access control systems, etc.), security signs/notices and security-lock hardware/keys, and maintain security lock/key control records for the M&O Contractor.

6. Internal Assessments

Conduct periodic formal Safeguards & Security self-assessment (SAs) at the NLVF and NTS facilities and at the geographically separated locations. Schedule and scope for SAs shall be coordinated with the M&O Contractor. Submit SA reports to the M&O Contractor for review and action as appropriate, and validate and assess the impact of observed deficiencies and/or instances of non-compliance with applicable requirements. Note that SAs performed for the M&O contractor do not include the

cyber security program, Classification Program, and Material Control & Accountability (MC&A), for which the M&O contractor maintains responsibility.

7. Remote Sensing Laboratory (RSL)

Ensure security requirements are met at the RSL facility to include the following:

- a. Provide qualified personnel to serve as Security Representative (s) to monitor security at the RSL facility.
- b. Provide protective force services for specialized protection of NEST assets while in storage or on deployment. This includes classified automated data system media.
- c. Prepare the M&O Contractor RSL Facility Security Plan, NEST Security Plan, and other unique plans as required.
- d. Coordinate facility security briefings to visiting groups attending conferences, seminars, and meetings.
- e. Coordinate incoming classified and unclassified visits with the M&O Contractor and NSO.
- f. Provide on-site security support for programmatic and emergency response deployments when requested.
- g. Coordinate security requests for the RSL Emergency Executive Planning Team and provide Private Motor Vehicles Registration forms to federal and contractor employees for access to Nellis AFB.

8. NTS and NLVF

Meet all security requirements at the NTS and NLVF to include the following:

- a. Provide key control for classified areas and all M&O Contractor facilities.
- b. Prepare special security plans, as required.
- c. Update alarm listings and access lists for M&O Contractor personnel requiring entry to special areas.

- d. Conduct initial inquiries concerning misconduct on the part of M&O Contractor employees and incidents involving the loss/theft of government property.
- e. Provide qualified personnel to serve as Security Representative (s) to monitor security at the NLVF facility only.

F. Scheduling and Operating Procedures

Establish schedule and operating procedures for approval by NSO, as follows:

1. The number and composition of Protective Force personnel for each shift.
2. The area of each security patrol.
3. Instructions and orders for each post and each patrol area.
4. The number and assignment of personnel to administrative and Protective Force service positions.

G. Additional Related Services

1. Provide a comprehensive Quality Assurance Program which conforms to applicable Order and Manual requirements.
2. Establish and execute accounting, budgeting, payroll, procurement and subcontracting activities which support the security mission.
3. Collect, manage, store, and retire records in accordance with 36 CFR 12 and other applicable requirements.
4. Nominate a sufficient number of Derivative Classifiers/Declassifiers and Unclassified Controlled Nuclear Information Reviewing Officials.
5. Maintain and update the Integrated Badging and Automated Access Control database as required for security access control functions as well as for DAF-related HRP and training information.

Section J, Attachment 2

U.S. DEPARTMENT OF ENERGY
Albuquerque Operations Office

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE Security Protective Force Services for the NNSA/NSO	2. IDENTIFICATION NUMBER DE-RP52-05NA14390/DE-AC52-06NA14390
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3. PARTICIPANT NAME AND ADDRESS

Wackenhut Services, Inc.
7121 Fairway Drive, Suite 301
Palm Beach Gardens, FL 33418-3766

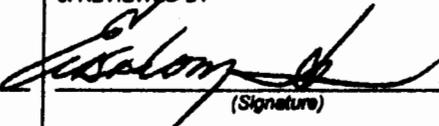
4. PLANNING AND REPORTING REQUIREMENTS	FREQUENCY
<p>A. General Management</p> <input type="checkbox"/> Management Plan (requires COR approval) <input type="checkbox"/> Status Report <input type="checkbox"/> Summary Report	<p>E. Financial Incentives</p> <input type="checkbox"/> Statement of Income and Expenses <input type="checkbox"/> Balance Sheet <input type="checkbox"/> Cash Flow Statement <input type="checkbox"/> Statement of Changes in Financial Position <input type="checkbox"/> Loan Drawdown Report <input type="checkbox"/> Operating Budget <input type="checkbox"/> Supplementary Information
<p>B. Schedule/Labor/Cost</p> <input type="checkbox"/> Milestone Schedule/Plan <input type="checkbox"/> Labor Plan <input type="checkbox"/> Facilities Capital Cost of Money Factors Comp. <input type="checkbox"/> Contract Facilities Capital and Cost of Money Cost Plan <input type="checkbox"/> Milestone Schedule/Status <input type="checkbox"/> Labor Management Report <input type="checkbox"/> Cost Management Report	<p>F. Technical</p> <input type="checkbox"/> Notice of Energy R&D Project (Required with any of the following) <input type="checkbox"/> Technical Progress Report (Annual Accomplishment Report) <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Topical Report <input type="checkbox"/> Final Technical Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Software <input type="checkbox"/> Other (Specify): See Page 2
<p>C. Exception Reports</p> <input type="checkbox"/> Conference Record <input type="checkbox"/> Hot Line Report	<p>G. Environment, Safety & Health</p> <input type="checkbox"/> (Specify)
<p>D. Performance Measurement</p> <input type="checkbox"/> Management Control System Description <input type="checkbox"/> WBS Dictionary <input type="checkbox"/> Index <input type="checkbox"/> Element Definition <input type="checkbox"/> Cost Performance Reports <input type="checkbox"/> Format 1 - WBS <input type="checkbox"/> Format 2 - Function <input type="checkbox"/> Format 3 - Baseline	

5. FREQUENCY CODES

A - As Required	BM - Bi-Monthly	S - Semi-Annually
C - Change to Contractual Agreement	M - Monthly	X - With Significant Changes
F - Final (end of effort)	O - Once After Award	Y - Yearly or Upon Renewal/Revision of Task Assignment
D - Daily	Q - Quarterly	

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

<input type="checkbox"/> Report Distribution List/Addresses	<input type="checkbox"/> Analysis Thresholds
<input type="checkbox"/> Reporting Elements	<input type="checkbox"/> Work Breakdown Structure
<input type="checkbox"/> Due Dates within 20 days after reporting period unless noted	<input checked="" type="checkbox"/> Other See Attached Reporting Requirements List

7. PREPARED BY (Signature)	8. REVIEWED BY  (Signature) 5/23/06 (Date)
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Reporting Requirements

The Contractor shall prepare and submit the following recurring plans and reports. One copy of each report shall be submitted to the Contracting Officer and one copy of each report shall be submitted to the Contracting Officer Representative. NNSA reserves the right to request additional reports or to modify at any time. The Contractor shall be responsible for the development of some specialized reports.

<u>REPORT</u>	<u>FREQUENCY</u>
1. Alien Visitor Report	M
2. Military Certification Report	M
3. Infraction Report	Q
4. Estimates of Requests for Q and L Clearances	Q
5. Badge Office Activity Report	Y
6. Facility Security Plans	Initial and Annual Review
7. Breach of Rules and Regulations	As necessary
8. Loss or Theft Report	As necessary
9. Termination Occupational Exposure	As necessary
10. Unauthorized Aircraft Report	As necessary
11. Correspondence Regarding Special Events (Reports of preliminary inquiries, special assignments, etc.)	As necessary
12. Report of Unsecured Property	As necessary
13. Irregularity Reports	As necessary
14. Stolen or Confiscated Property Receipt Report	As necessary
15. Exercise Update	M
16. Status Report on Occurrence Reports Pending	M
17. Performance Indicators Program	M, Q
18. OPSEC Status Report	Q
19. Unaccounted for Classified Document Report	Q
20. DOE F 5484Y Tabulation of Work Hours, Vehicle Usage And TORT Claims	Q
21. Emergency Preparedness	Y

AL F 480.1 (10/99)

- | | |
|---|--|
| 22. Information Security Oversight Report | Q |
| 23. 5 Year Emergency Management Plan | Y |
| 24. 10 Year Strategic Emergency Manage Plan | Y |
| 25. Form OSHA No. 200, Log and Summary of Occupational Injuries and Illnesses | Y |
| 26. Air Quality Permit Incinerator Use Report | Y |
| 27. Occurrence Reports | As necessary |
| 28. Daily Operations Reports | As necessary |
| 29. DOE Fort 5484X, Individual Accident/Incident Report | As necessary |
| 30. State Industrial Insurance System (SIIS) Form C-3, Employer's Report of Industrial Injury | As necessary |
| 31. Receipt Report | As necessary |
| 32. DISCAS Cost Report | M – To be received by noon on the 2 nd workday of the following month |
| 33. Financial Plan Response | Bi-monthly |
| 34. Contractor Personnel and Industrial Report | As necessary |
| 35. Annual Budget | Y – and updated periodically as required |
- The annual budget requires the maintenance of a budgeting and estimating capability, and periodic updating required for cost requirements for changing program requirements. Such budget and estimate preparation must be prepared in sufficient detail to provide cost breakdowns by DOE/NNSA appropriations, programs, and the various users within those programs.
- | | |
|---|---|
| 36. Emergency Lock Box Survey | S |
| 37. Annual Program Plan | Y |
| 38. 4300.3 Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment Report | S |

Section J, Attachment 3

SF 1034 CERTIFIED SUMMARY SHEET - SAMPLE

Contract No: _____

Obligated:

Date of last obligation: Cost \$ _____
 Amount of last obligation: Fee \$ _____
 Cumulative Total Obligation: Total \$ _____

Period of Performance: _____

Costs	This Period	Cumulative
Direct Labor	_____	_____
Fringe Benefits @ ____%	_____	_____
Overhead	_____	_____
Nonexpendable Items	_____	_____
Materials/Supplies/Equip	_____	_____
Travel	_____	_____
Subcontract #1	_____	_____
Subcontract #2	_____	_____
Subcontract #3	_____	_____
Subcontract #4	_____	_____
Other Direct Costs	_____	_____
Adjustments (Explain)	_____	_____
Total Direct Costs	_____	_____
General and Administrative	_____	_____
(G&A) @ ____%	_____	_____
Total Costs & G&A	_____	_____
Fee @ ____%	_____	_____
Subtotal Cost and Fee	_____	_____
TAX as applicable @ _____%	_____	_____
Total Cost and Fee	_____	_____
Contractor's Portion	_____	_____
Government's Share	_____	_____

CERTIFICATION: I certify that this voucher is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent the payments made by the contractor except as otherwise authorized in the payment provisions of the contract, and properly reflect the work performed.

(Signature)

(Title)

Section J, Attachment 5

LIST OF GOVERNMENT FURNISHED PROPERTY

It is anticipated that all on-site facilities, equipment, and supplies will be Government furnished, with the exception of Class "A" dress uniforms. Administrative office space will be furnished by the Government.

Following is a summary of the special equipment furnished by the Government:

- Peacekeeper and Humvee armored vehicles with mounted M-60 machineguns
- Highly sophisticated communications and alarm systems
- Closed-circuit television
- Handguns, M16A1 automatic rifles, and sniper rifles
- MK-3 OC Spray (Pepper Spray)
- M-60 machineguns and various other machineguns
- M-203 grenade launchers
- Night vision devices and scopes
- Hardened guard stations and towers
- Technical security tools and equipment
- Specially equipped motor vehicle fleet
- Riot equipment
- Engagement Simulation System
- Mobile Intrusion Reconnaissance Vehicles

Section J, Attachment 6

WD 05-2331 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2331
 Revision No.: 10
 Date Of Revision: 06/15/2010

States: Arizona, Nevada

Area: Arizona County of Mohave
 Nevada Counties of Clark, Esmeralda, Lincoln, Nye

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.49
01012 - Accounting Clerk II		16.26
01013 - Accounting Clerk III		18.19
01020 - Administrative Assistant		21.20
01040 - Court Reporter		19.97
01051 - Data Entry Operator I		12.72
01052 - Data Entry Operator II		15.23
01060 - Dispatcher, Motor Vehicle		15.24
01070 - Document Preparation Clerk		12.73
01090 - Duplicating Machine Operator		12.73
01111 - General Clerk I		12.93
01112 - General Clerk II		14.11
01113 - General Clerk III		15.83
01120 - Housing Referral Assistant		20.62
01141 - Messenger Courier		11.48
01191 - Order Clerk I		12.53
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		16.36
01262 - Personnel Assistant (Employment) II		18.30
01263 - Personnel Assistant (Employment) III		20.41
01270 - Production Control Clerk		19.21
01280 - Receptionist		12.42
01290 - Rental Clerk		12.93
01300 - Scheduler, Maintenance		16.53
01311 - Secretary I		16.53
01312 - Secretary II		18.49
01313 - Secretary III		20.62
01320 - Service Order Dispatcher		14.55
01410 - Supply Technician		21.70
01420 - Survey Worker		15.69
01531 - Travel Clerk I		13.26
01532 - Travel Clerk II		14.08
01533 - Travel Clerk III		15.10
01611 - Word Processor I		14.01
01612 - Word Processor II		15.72
01613 - Word Processor III		17.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.16
05010 - Automotive Electrician		19.42
05040 - Automotive Glass Installer		18.81
05070 - Automotive Worker		18.81
05110 - Mobile Equipment Servicer		17.19

05130 - Motor Equipment Metal Mechanic	20.23
05160 - Motor Equipment Metal Worker	18.81
05190 - Motor Vehicle Mechanic	19.73
05220 - Motor Vehicle Mechanic Helper	16.39
05250 - Motor Vehicle Upholstery Worker	18.01
05280 - Motor Vehicle Wrecker	18.81
05310 - Painter, Automotive	19.42
05340 - Radiator Repair Specialist	18.81
05370 - Tire Repairer	15.78
05400 - Transmission Repair Specialist	20.23
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.83
07041 - Cook I	13.62
07042 - Cook II	15.12
07070 - Dishwasher	10.94
07130 - Food Service Worker	11.99
07210 - Meat Cutter	16.52
07260 - Waiter/Waitress	10.74
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	15.34
09080 - Furniture Refinisher	17.07
09090 - Furniture Refinisher Helper	16.15
09110 - Furniture Repairer, Minor	17.74
09130 - Upholsterer	20.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.24
11060 - Elevator Operator	10.24
11090 - Gardener	14.77
11122 - Housekeeping Aide	12.62
11150 - Janitor	12.59
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	12.68
11260 - Pruner	11.69
11270 - Tractor Operator	13.67
11330 - Trail Maintenance Worker	12.59
11360 - Window Cleaner	13.56
12000 - Health Occupations	
12010 - Ambulance Driver	19.15
12011 - Breath Alcohol Technician	19.15
12012 - Certified Occupational Therapist Assistant	24.02
12015 - Certified Physical Therapist Assistant	25.40
12020 - Dental Assistant	16.51
12025 - Dental Hygienist	34.83
12030 - EKG Technician	23.40
12035 - Electroneurodiagnostic Technologist	23.40
12040 - Emergency Medical Technician	19.15
12071 - Licensed Practical Nurse I	17.99
12072 - Licensed Practical Nurse II	20.13
12073 - Licensed Practical Nurse III	22.45
12100 - Medical Assistant	15.59
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	15.87
12190 - Medical Record Technician	17.75
12195 - Medical Transcriptionist	17.03
12210 - Nuclear Medicine Technologist	38.94
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	22.54
12236 - Optical Technician	12.88
12250 - Pharmacy Technician	16.46

12280 - Phlebotomist	15.93
12305 - Radiologic Technologist	31.88
12311 - Registered Nurse I	28.00
12312 - Registered Nurse II	34.26
12313 - Registered Nurse II, Specialist	34.26
12314 - Registered Nurse III	41.45
12315 - Registered Nurse III, Anesthetist	41.45
12316 - Registered Nurse IV	49.67
12317 - Scheduler (Drug and Alcohol Testing)	24.95
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.20
13012 - Exhibits Specialist II	27.51
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	20.20
13042 - Illustrator II	25.05
13043 - Illustrator III	27.64
13047 - Librarian	30.46
13050 - Library Aide/Clerk	15.52
13054 - Library Information Technology Systems Administrator	27.51
13058 - Library Technician	18.72
13061 - Media Specialist I	19.85
13062 - Media Specialist II	22.20
13063 - Media Specialist III	24.76
13071 - Photographer I	15.64
13072 - Photographer II	17.49
13073 - Photographer III	21.68
13074 - Photographer IV	26.51
13075 - Photographer V	32.08
13110 - Video Teleconference Technician	25.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.25
14042 - Computer Operator II	19.48
14043 - Computer Operator III	21.51
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.47
14071 - Computer Programmer I	(see 1) 24.59
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.25
14160 - Personal Computer Support Technician	23.91
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.50
15020 - Aircrew Training Devices Instructor (Rated)	35.69
15030 - Air Crew Training Devices Instructor (Pilot)	41.62
15050 - Computer Based Training Specialist / Instructor	29.50
15060 - Educational Technologist	28.49
15070 - Flight Instructor (Pilot)	41.62
15080 - Graphic Artist	23.97
15090 - Technical Instructor	19.87
15095 - Technical Instructor/Course Developer	24.31
15110 - Test Proctor	16.04
15120 - Tutor	16.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.45
16030 - Counter Attendant	11.45
16040 - Dry Cleaner	14.81
16070 - Finisher, Flatwork, Machine	11.45
16090 - Presser, Hand	11.45

16110 - Presser, Machine, Drycleaning	11.45
16130 - Presser, Machine, Shirts	11.45
16160 - Presser, Machine, Wearing Apparel, Laundry	11.45
16190 - Sewing Machine Operator	15.93
16220 - Tailor	17.05
16250 - Washer, Machine	12.56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.34
19040 - Tool And Die Maker	24.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.30
21030 - Material Coordinator	19.21
21040 - Material Expediter	19.21
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.11
21080 - Production Line Worker (Food Processing)	15.30
21110 - Shipping Packer	15.06
21130 - Shipping/Receiving Clerk	15.06
21140 - Store Worker I	15.61
21150 - Stock Clerk	19.49
21210 - Tools And Parts Attendant	15.30
21410 - Warehouse Specialist	15.30
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.33
23021 - Aircraft Mechanic I	27.07
23022 - Aircraft Mechanic II	28.33
23023 - Aircraft Mechanic III	29.37
23040 - Aircraft Mechanic Helper	21.93
23050 - Aircraft, Painter	26.48
23060 - Aircraft Servicer	24.10
23080 - Aircraft Worker	25.17
23110 - Appliance Mechanic	24.30
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	29.84
23130 - Carpenter, Maintenance	23.90
23140 - Carpet Layer	21.37
23160 - Electrician, Maintenance	27.33
23181 - Electronics Technician Maintenance I	22.03
23182 - Electronics Technician Maintenance II	28.30
23183 - Electronics Technician Maintenance III	29.71
23260 - Fabric Worker	21.14
23290 - Fire Alarm System Mechanic	22.50
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	23.31
23312 - Fuel Distribution System Operator	19.76
23370 - General Maintenance Worker	20.17
23380 - Ground Support Equipment Mechanic	27.07
23381 - Ground Support Equipment Servicer	24.10
23382 - Ground Support Equipment Worker	25.17
23391 - Gunsmith I	20.03
23392 - Gunsmith II	22.24
23393 - Gunsmith III	24.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.30
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.29
23430 - Heavy Equipment Mechanic	24.09
23440 - Heavy Equipment Operator	26.66
23460 - Instrument Mechanic	25.29
23465 - Laboratory/Shelter Mechanic	23.44
23470 - Laborer	12.80
23510 - Locksmith	19.47
23530 - Machinery Maintenance Mechanic	29.74

23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	20.86
23591 - Metrology Technician I	25.29
23592 - Metrology Technician II	26.47
23593 - Metrology Technician III	27.44
23640 - Millwright	23.20
23710 - Office Appliance Repairer	20.43
23760 - Painter, Maintenance	22.10
23790 - Pipefitter, Maintenance	26.83
23810 - Plumber, Maintenance	26.03
23820 - Pneudraulic Systems Mechanic	24.75
23850 - Rigger	28.15
23870 - Scale Mechanic	22.24
23890 - Sheet-Metal Worker, Maintenance	28.32
23910 - Small Engine Mechanic	17.87
23931 - Telecommunications Mechanic I	22.23
23932 - Telecommunications Mechanic II	25.08
23950 - Telephone Lineman	22.85
23960 - Welder, Combination, Maintenance	20.67
23965 - Well Driller	25.40
23970 - Woodcraft Worker	24.75
23980 - Woodworker	16.81
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.74
24580 - Child Care Center Clerk	17.75
24610 - Chore Aide	11.04
24620 - Family Readiness And Support Services Coordinator	14.97
24630 - Homemaker	19.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.14
25040 - Sewage Plant Operator	30.12
25070 - Stationary Engineer	28.14
25190 - Ventilation Equipment Tender	22.77
25210 - Water Treatment Plant Operator	30.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.53
27007 - Baggage Inspector	12.46
27008 - Corrections Officer	28.25
27010 - Court Security Officer	28.63
27030 - Detection Dog Handler	20.45
27040 - Detention Officer	28.25
27070 - Firefighter	26.62
27101 - Guard I	12.46
27102 - Guard II	20.45
27131 - Police Officer I	28.20
27132 - Police Officer II	31.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.87
28042 - Carnival Equipment Repairer	12.49
28043 - Carnival Equipment Worker	10.24
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.52
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	16.48
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	20.30
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.18
29020 - Hatch Tender	29.18
29030 - Line Handler	29.21
29041 - Stevedore I	28.02

29042 - Stevedore II	33.40
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.05
30022 - Archeological Technician II	20.17
30023 - Archeological Technician III	26.16
30030 - Cartographic Technician	28.17
30040 - Civil Engineering Technician	25.49
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	30.87
30081 - Engineering Technician I	16.94
30082 - Engineering Technician II	19.03
30083 - Engineering Technician III	23.33
30084 - Engineering Technician IV	26.37
30085 - Engineering Technician V	32.26
30086 - Engineering Technician VI	39.04
30090 - Environmental Technician	24.02
30210 - Laboratory Technician	23.26
30240 - Mathematical Technician	28.17
30361 - Paralegal/Legal Assistant I	18.47
30362 - Paralegal/Legal Assistant II	22.89
30363 - Paralegal/Legal Assistant III	28.00
30364 - Paralegal/Legal Assistant IV	33.87
30390 - Photo-Optics Technician	28.17
30461 - Technical Writer I	22.46
30462 - Technical Writer II	27.49
30463 - Technical Writer III	32.96
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.36
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.49
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.60
31030 - Bus Driver	17.32
31043 - Driver Courier	15.16
31260 - Parking and Lot Attendant	11.11
31290 - Shuttle Bus Driver	16.04
31310 - Taxi Driver	13.55
31361 - Truckdriver, Light	16.04
31362 - Truckdriver, Medium	16.92
31363 - Truckdriver, Heavy	20.72
31364 - Truckdriver, Tractor-Trailer	20.72
99000 - Miscellaneous Occupations	
99030 - Cashier	10.29
99050 - Desk Clerk	13.86
99095 - Embalmer	30.13
99251 - Laboratory Animal Caretaker I	11.36
99252 - Laboratory Animal Caretaker II	12.50
99310 - Mortician	30.13
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	16.36
99710 - Recycling Laborer	18.30
99711 - Recycling Specialist	20.76
99730 - Refuse Collector	16.90
99810 - Sales Clerk	12.06

99820 - School Crossing Guard	13.75
99830 - Survey Party Chief	31.79
99831 - Surveying Aide	18.08
99832 - Surveying Technician	24.80
99840 - Vending Machine Attendant	14.51
99841 - Vending Machine Repairer	19.29
99842 - Vending Machine Repairer Helper	16.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol>.

gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2009-2863
Revision No.: 0
Date Of Last Revision: 7/22/2009

State: Nevada

Area: Nye

Employed on Department of Energy National Nuclear Security Administration Service Center/Office of Business Serv contract for Protective Force Guard Services for Department of Energy National Nuclear Security Administration controlled facilities..

Collective Bargaining Agreement between contractor: Wackenhut Services, Inc., and union: Independent Guard Association of Nevada Local Local #1, effective 7/1/2009 through 6/30/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

- * Incorporated 736 2449 on Modification No A473. UV
- * Option I was exercised on 7-25-2009 on Modification No. A475, utilizing this same CBA wage determination. UV

Section J, Attachment 7

DOE DIRECTIVES AND OTHER DOCUMENTS

WSI Contract

Update 04/10

DOE DIRECTIVE AND TITLE:

1. DOE O 142.3, Unclassified Foreign Visits and Assignments, 6/18/04
2. DOE O 150.1, Continuity of Operations, 5/8/08
3. DOE Order 151.1C, Comprehensive Emergency Management System, 11/2/05
4. DOE O 200.1, Information Management Program, 9/30/96
5. DOE O 203.1, Limited Personal Use of Government Office Equipment Including Information Technology, 1/7/05
6. DOE O 205.1A, Department of Energy Cyber Security Management, 12/4/06
7. DOE M 205.1-3, Telecommunications Security Manual, 4/17/06
8. DOE M 205.1-4, National Security Systems Manual
9. DOE M 205.1-5, Admin Change 1 & 2, Cyber Security Process Requirements Manual, 9/1/09 & 12/22/09
10. DOE M 205.1-6, Admin Change 1 & 2, Media Sanitization Manual, 9/1/09 & 12/22/09
11. DOE M 205.1-7, Admin Change 1 & 2, Security Controls for Unclassified Information Systems manual, 9/1/09 & 12/22/09
12. DOE M 205.1-8, Admin Change 1 & 2, Cyber Security Incident Management Manual, 9/1/09 & 12/22/09
13. DOE N 206.4, Personal Identity Verification, 6/29/07
14. DOE N 206.5, Response and Notification Procedures for Data Breaches Involving PII, 10/9/07
15. DOE O 221.1A, Reporting Fraud, Waste and Abuse, 4/19/08
16. DOE O 221.2A, Cooperation with the Office of Inspector General, 2/25/08
17. DOE O 225.1A, Accident Investigations, 11/26/97
18. DOE O 226.1A, Implementation of Department of Energy Oversight Policy, 7/31/07
19. NA-1 SD 226.1A, NNSA Line Oversight and Contractor Assurance System Supplemental Directive, 10/17/08
20. NSO O 226.XB, Assessment and Oversight Manual, 10/14/09
21. DOE M 231.1-1A, Chg 2, Environment, Safety and Health Reporting Manual, 6/12/07
22. DOE M 231.1-2, Occurrence Reporting and Processing of Operations Information, 8/19/03
23. DOE O 243.1, Records Management Program, 2/3/06
24. DOE O 243.2, Vital Records Program, 2/2/06
25. DOE O 251.1B, Departmental Directives Program, 8/16/06
26. DOE M 251.1-1B, Departmental Directives Program Manual, 8/16/06
27. NSO M 251.1-E, NNSA/NSO Directives System Manual, 5/30/08
28. DOE O 252.1, Technical Standards Program, 11/19/99
29. DOE O 311.1B, Equal Opportunity and Diversity Program, 2/12/03
30. NSO O 412.X1E, Real Estate/Operations Permit, 9/15/09
31. NSO O 412.X3C, Activity Level Work Control, 8/13/08

32. DOE O 413.1B, Internal Control Program, 10/28/08
33. DOE O 414.1C, Quality Assurance, 6/17/05
34. DOE O 433.1A, Maintenance Management Program for DOE Nuclear Facilities, 2/13/07
35. DOE M 440.1-1A, Explosives Safety Manual, 1/9/06
36. DOE O 450.1A, Environmental Protection Program, 6/4/08
37. DOE M 450.4-1 Integrated Safety Management System Manual, 11/1/06
38. DOE O 451.1B, Chg 1 National Environmental Policy Act Compliance Program, 9/28/01
39. DOE N 451.1, Change to Order 451.1B, 10/6/06
40. DOE M 452.4-1A, Protection of Use Control Vulnerabilities and Designs, 3/11/04
41. DOE O 460.2A, Departmental Materials Transportation and Packaging Management, 11/19/09
42. NSO O 460.XA, Hazardous Materials Notification System, 12-09-09
43. DOE O 461.1A, Packaging and Transfer or Transportation of Materials of National Security Interest, 4/26/04
44. DOE P 470.1, Integrated Safeguards and Security Management Policy, 5/8/01
45. DOE O 470.2B, Independent Oversight and Performance Assurance Program, 10/31/02
46. DOE O 470.3A, Design Basis Threat Policy
47. DOE O 470.4A, Safeguards and Security Program, 5/25/07
48. DOE M 470.4-1, Change 1, Safeguards and Security Program Planning and Management, 3/7/06
49. DOE M 470.4-2, Change 1, Physical Protection. 3/7/06
50. DOE M 470.4-3, Change 1, Protective Force, 3/7/06
51. DOE M 470.4-3A, Contractor Protective Force, 11/5/08
52. DOE M 470.4-4, Information Security, 8/26/05
53. DOE M 470.4-5, Personnel Security, 8/26/05
54. DOE M 470.4-7, Safeguards and Security Program References, 8/26/05
55. NSO O 470.X4, Incidents of Security Concern, 02/09/09
56. DOE O 471.1A, Identification and Protection of Unclassified Controlled Nuclear Information, 6/30/00
57. DOE M 471.1-1, Chg 1, Identification and Protection of Unclassified Controlled Nuclear Information Manual, 10-23-01
58. DOE M 471.2-3B, Special Access Program Policies, Responsibilities, and Procedures, 10-29-07
59. DOE O 471.3, Identifying and Protecting Official Use Only Information, 4-9-03
60. DOE M 471.3-1, Manual for Identifying and Protecting Official Use Only Information, 4-9-03
61. NSO O 473.XB, Chg 1, Lock and Key Control, 11/27/07
62. DOE M 475.1-1B, Identifying Classified Information, 8/28/07
63. DOE O 475.2, Identifying Classified Information, 8/28/07
64. DOE O 481.1C, Work for Others (Non-Department of Energy Funded Work) 1/24/05
65. DOE O 551.1B, Official Foreign Travel, 08-19-03
66. DOE O 1450.4, Consensual Listening in to or Recording Telephone/Radio Conversations, 11/12/92
67. DOE O 5480.19, Conduct of Operations Requirements for DOE Facilities, Chg 2, 10/23/01

68. Technical Surveillance Countermeasures Procedural Manual, 10/94

69. NAP 14 Series:

- 14.1c NNSA Baseline Cyber Security Program
- 14.2c NNSA Certification and Accreditation (C&A) Process Information Systems
- 14.3b Transmission of Restricted Data Over Secret Internet Protocol Router Network (SIPRNet)

DOE Directives Applicable to Life Cycle Asset Management until Implementation Plan Developed

DOE DIRECTIVE AND TITLE:

- 1332.1 Uniform Reporting System
- 4010.1 Value Engineering
- 4320.1 Site Development Planning
- 4320.2 Capital Asset Management Process
- 4330.5 Surplus Facility Transfer
- 4700.1 Project Management System*
- 4700.3 General Plant Projects
- 4700.4 Project Manager Certification
- 5700.2 Cost Estimating, Analysis, and Standardization

NOTES:

1. *Indicates the order contains specific requirements identified as applicable to the Device Assembly Facility (DAF), Area 6, in the Facility Specific Order Compliance Self-Assessment conducted for the Operations Readiness Review (ORR). Upon completion of the DAF ORR, the Order will be replaced by the site-wide program as defined by the Work Smart Standards (WSSs).

2. For DOE Orders 4300.1, Real Property Management, 4330.4 Maintenance Management Program, 4540.1, Utility Acquisition and Management, and 6430.1, General Design Criteria, covered by DOE Order 430.1, LCAM, the Work smart Standards are considered replacements and supersede those orders. Should these orders be referenced in orders which remain, the Work Smart Standards shall supersede the reference.

DOE Order 4330.5 Surplus Facility Transfer, and Doe Order 4700.4 Project Manager Certification are instructions to the Department of Energy, but not to the Contractor, and as such are not included in the Contract. Forthcoming DOE guidance on project management may address these areas.

The remaining DOE Orders, covered under 430.1 LCAM (1332.1 Uniform Reporting System, 4010.1 Value Engineering, 4320.1 Site Development Planning, 4320.2 Capital Asset Management Process, 4700.1 Project Management System, 4700.3 General Plant Projects, and 5700.2 Cost Estimating), will remain applicable to the Contract work until such time as DOE notifies the Contractor, in writing, that they no longer apply.

3. In addition, DOE Order 4330.4 and 6430.1 will remain in effect for DAF, a facility under the purview of the Defense Nuclear Facility Safety Board, until 10 CFR 830.340, (issued 11-16-95), are both issued as final by the Assistant Secretary for Environment, Safety and Health, DOE, and implemented by the Contractor.

Section J, Attachment 8
Exemption 4
(withheld in its entirety)

Section J, Attachment 9
Exemption 4
(withheld in its entirety)

Section J, Attachment 10
Exemption 2
(withheld in part as indicated)

**U.S. DEPARTMENT OF ENERGY
Safeguards & Security Information Management System
Contract Security Classification Specification**

1. CSCS Number: NASC-10-174		2. Previous CSCS Number: NASC-09-178		3a. Reason for Action: (Check one) <input type="checkbox"/> Add <input checked="" type="checkbox"/> Change <input type="checkbox"/> Terminate b. Item Numbers Modified: 1, 4b, 5a	
4. This Specification is For: (Complete as applicable) a. <input checked="" type="checkbox"/> Contract or Other Number <input type="checkbox"/> Solicitation Contract Type: _____ Did this data come from a DD-254? No End Date (estimated) b. Contract Number: _____ 09/30/2011 DE-AC52-06NA14390 c. Contract Number of Prime: _____ End Date (estimated) (Complete if registering or soliciting a subcontract)				5. Specification is: (Complete as applicable) a. Original (Complete data in all cases) 10/01/1998 b. Revised (Supersedes all previous specifications) 09/17/2010 c. Certificate of Possession _____ Retention of Classified Matter is Authorized Until _____ d. Final _____ Certificate of Non-Possession or Equivalent _____	
6. General Identification of this Procurement Provide security protective force services at the Nevada Test Site and greater Las Vegas locations, and other locations as required.					
7. Contractor					
a. Facility Code 600		b. Name, Address, and Zip Code Wackenhut Services, Inc. 501 Atlas Drive, Bldg. C-1, Room 6369 North Las Vegas, NV 89030		c. Cognizant Security Office (Name, Address, and Zip Code) USDOE National Nuclear Security Administration, Nevada Site Office P.O. Box 98518 Las Vegas, NV 89193-8518 For USDOE NNSA NSO SECURE COMM: Add: "Secure Communications Center" above PO Box.	
8. Prime Contractor (Complete if registering or soliciting a subcontract)					
a. Facility Code		b. Name Address, and Zip Code		c. Cognizant Security Office (Name, Address, and Zip Code)	
9. Actual Place of Performance (DOE Facilities)					
a. Facility Code (b)(2)High		b. Name Address, and Zip Code (b)(2)High		c. Cognizant Security Office (Name, Address, and Zip Code) (b)(2)High	
9. Actual Place of Performance (NON-DOE Facilities)					
10. Clearance and Storage				11. This Contract will Require Access To:	
a. Classification of Matter to be Accessed:				SCI COMSEC	
b. Level of Storage Required at Contractor Facility: (b)(2)High				OTHER DCI CAVEATS (b)(2)High FGI	
c. Level of Storage for this Contract:				OTHER: WD NATO	
d. Access Authorization:				WD/SIGMAS:	
12. In Performing this Contract, the Contractor Will:					
Have Access to Classified Information Only at Another Contractor's Facility or a Government Activity Generate Classified Matter Perform Services That Require Unescorted Access to Security Areas Have Access to U.S. Classified Information Outside the U.S., Puerto Rico, U.S. Possessions and Trust Territories			Receive Classified Matter Fabricate, Modify, or Store Classified Items (e.g., Hardware or Substances) Is Authorized to Use the Services of the Office of Scientific & Technical Information to Receive Classified Matter Require a COMSEC Account		

UNCLASSIFIED

Sep. 17, 2010

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U.S. DEPARTMENT OF ENERGY
Safeguards & Security Information Management System
Contract Security Classification Specification

Page: 2

NASC-10-174

Status: Active

b)(2)High Other (specify)

(b)(2)High Be Authorized to Use the Defense Courier Service

13. Classification Guidance CG-SS-4, Sept 2000		
14. Security Requirements <input checked="" type="checkbox"/> DEAR 952.204-2 Security Requirements <input checked="" type="checkbox"/> DEAR 952.204-73 Facility Clearance (Solicitation) <input checked="" type="checkbox"/> DEAR 952.204-70 Classification/Declassification <input type="checkbox"/> DEAR 970.5204.1 Counterintelligence (for management contracts ONLY)		
15. Surveys DOE Surveying Office: NSO		
16. Certification and Signature		
a. Name of Procurement Request Originator Patricia Nolan Bodin	b. Title and Organization Security Program Manager	c. Telephone (include Area Code) (702) 295-0611
d. Address (Include Zip Code) NNSANSO 232 Energy Way North Las Vegas, NV 89030		e. Date 03/11/2009
17. Name of Contracting Official Mary B. Henry		Date 03/12/2009
18. Name of Classification Officer (Approval of Block 13) Hilda Hernandez		Date 03/11/2009
19 a. Name of Local DOE Security Officer Jon H. Todd, Manager, PP&M b. Responsible Office: NASC		Date 09/17/2010
20. Required Distribution <input checked="" type="checkbox"/> Contractor <input checked="" type="checkbox"/> Administering Contracting Officer <input type="checkbox"/> Subcontractor <input type="checkbox"/> Surveying Office if Different than Cognizant Security Office <input checked="" type="checkbox"/> Cognizant Security Office <input type="checkbox"/> Others, as Necessary		
21. Comment		

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**U.S. DEPARTMENT OF ENERGY
Safeguards & Security Information Management System
Contract Security Classification Specification**

1. CSCS Number: NASC-10-175		2. Previous CSCS Number: NASC-09-187		3a. Reason for Action: (Check one) <input type="checkbox"/> Add <input checked="" type="checkbox"/> Change <input type="checkbox"/> Terminate b. Item Numbers Modified:	
4. This Specification is For: (Complete as applicable)				5. Specification is: (Complete as applicable)	
a. <input checked="" type="checkbox"/> Contract or Other Number Contract Type: _____ Did this data come from a DD-254? No		<input type="checkbox"/> Solicitation		a. Original (Complete data in all cases) <u>10/01/2006</u>	
b. Contract Number: WSI-06-001		End Date (estimated) <u>08/30/2011</u>		b. Revised (Supersedes all previous specifications) <u>09/17/2010</u>	
c. Contract Number of Prime: (Complete if registering or soliciting a subcontract) DE-ACS2-06NA14390		End Date (estimated) <u>08/30/2011</u>		c. Certificate of Possession _____ Retention of Classified Matter is Authorized Until _____	
d. Final Certificate of Non-Possession or Equivalent _____					
6. General Identification of this Procurement Professional Engineering Services for NNSA Nevada Site Office as subcontractor to Wackenhut Services, Inc.					
7. Contractor					
a. Facility Code 885		b. Name, Address, and Zip Code PROFESSIONAL PROJECT SERVICES, INC. 1100 Bethel Valley Rd. Oak Ridge, TN 37830		c. Cognizant Security Office (Name, Address, and Zip Code) DOE, OAK RIDGE OFFICE US DEPARTMENT OF ENERGY OAK RIDGE OFFICE P.O. BOX 2001 OAK RIDGE, TN 37831-8764	
8. Prime Contractor (Complete if registering or soliciting a subcontract)					
a. Facility Code 600		b. Name Address, and Zip Code Wackenhut Services, Inc. 501 Atlas Drive, Bldg. C-1, Room 6369 North Las Vegas, NV 89030		c. Cognizant Security Office (Name, Address, and Zip Code) USDOE National Nuclear Security Administration, Nevada Site Office P.O. Box 88518 Las Vegas, NV 89193-8518 For USDOE NNSA NSO SECURE COMM: Add: "Secure Communications Center" above PO Box.	
9. Actual Place of Performance (DOE Facilities)					
a. Facility Code (b)(2)High		b. Name Address, and Zip Code (b)(2)High		c. Cognizant Security Office (Name, Address, and Zip Code) (b)(2)High	
9. Actual Place of Performance (NON-DOE Facilities)					
10. Clearance and Storage			11. This Contract will Require Access To:		
a. Classification of Matter to be Accessed:			SCI COMSEC		
b. Level of Storage Required at Contractor Facility: (b)(2)High			OTHER DCI CAVEATS (b)(2)High		
c. Level of Storage for this Contract:			(b)(2)High OTHER: NATO		
d. Access Authorization:			WD/SIGMAS:		
12. In Performing this Contract, the Contractor Will:					
Have Access to Classified Information Only at Another Contractor's Facility or a Government Activity			Receive Classified Matter		
(b)(2)High Generate Classified Matter			(b)(2)High Fabricate, Modify, or Store Classified Items (e.g., Hardware or Substances)		
Perform Services That Require Unescorted Access to Security Areas			Be Authorized to Use the Services of the Office of Scientific & Technical Information to Receive Classified Matter		

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Sep. 17, 2010

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U.S. DEPARTMENT OF ENERGY
Safeguards & Security Information Management System

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NASC-10-175

Status: Active

Contract Security Classification Specification

Have Access to U.S. Classified Information Outside the U.S., Puerto Rico, U.S. Possessions and Trust Territories <input type="checkbox"/> Other (specify)		Require a COMSEC Account <input type="checkbox"/> Be Authorized to Use the Defense Courier Service	
13. Classification Guidance CG-SS-4 CG-DAF-1			
14. Security Requirements <input checked="" type="checkbox"/> DEAR 952.204-2 Security Requirements <input checked="" type="checkbox"/> DEAR 952.204-70 Classification/Declassification <input checked="" type="checkbox"/> DEAR 952.204-73 Facility Clearance (Solicitation) <input type="checkbox"/> DEAR 970.5204.1 Counterintelligence (for management contracts ONLY)			
15. Surveys DOE Surveying Office:			
16. Certification and Signature a. Name of Procurement Request Originator Trudy Rocha		b. Title and Organization Director, Contracts & Finance Office	c. Telephone (Include Area Code) (702) 295-0557
d. Address (Include Zip Code) WSI P.O. Box 96027 Las Vegas, NV 89193-6027		e. Date 09/29/2006	
17. Name of Contracting Official Mary B. Henry		Date 09/23/2009	
18. Name of Classification Officer (Approval of Block 13) Pat Bodin		Date 10/05/2006	
19 a. Name of Local DOE Security Officer Jon H. Todd, Manager, PP&M b. Responsible Office: NASC		Date 09/17/2010	
20. Required Distribution <input checked="" type="checkbox"/> Contractor <input checked="" type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Cognizant Security Office <input type="checkbox"/> Administering Contracting Officer <input type="checkbox"/> Surveying Office if Different than Cognizant Security Office <input type="checkbox"/> Others, as Necessary			
21. Comment 9/24/09-Contract shortened from 9/30/11 to 9/30/10.			

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Section J, Attachment 13



AGREEMENT

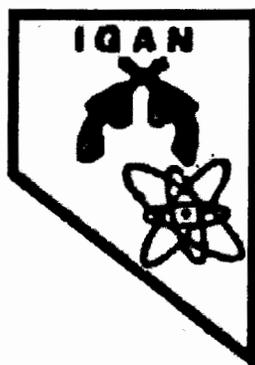
BETWEEN

WSI

AND

**INDEPENDENT GUARD ASSOCIATION
OF NEVADA LOCAL NO. 1**

2009 - 2014



LAS VEGAS, NEVADA

AGREEMENT

BETWEEN

WSI

AND

**INDEPENDENT GUARD ASSOCIATION
OF NEVADA LOCAL NO. 1**

2009 – 2014

LAS VEGAS, NEVADA

PREAMBLE

This Agreement is entered into this first day of July 2009, by and between WSI, hereinafter referred to as the "Company" and the Independent Guard Association of Nevada, Local No. 1, hereinafter referred to as the "Union" as the sole and exclusive representative for the purposes of collective bargaining for the Company's employees employed at the locations described in paragraph 2.1.

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ARTICLE 1
INTENT AND PURPOSE OF THE AGREEMENT

- 1.1 It is the intent and purpose of this Agreement to assure a sound and beneficial industrial relationship among the parties by setting forth the basic wages, hours and other terms and conditions of employment and by providing an orderly and peaceful means of adjusting and resolving grievances which may arise during the life of this Agreement.
- 1.2 This Agreement shall be binding upon the parties hereto, their successors and assigns, and no provisions, terms or obligations shall be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, succession or assignment of either party, or affected, modified, altered or changed in any way by any change of any kind in the legal status, ownership or management of the Union or Company.

ARTICLE 2
RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Company engaged in protective force service for the Department of Energy at the Nevada Test

Site, Las Vegas offices, Yucca Mountain Project and its offices and facilities incidental thereto, including assignments to off-site projects of the National Nuclear Security Administration Nevada Site Office (NNSA/NSO).

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 It is the intention of the Employer and the Union, except as limited by the specific provisions expressed in this Agreement, that all management rights, powers, and authority to administer and manage the business, whether heretofore or hereafter exercised, regardless of the frequency or infrequency of their exercise, shall remain exclusively vested in the Employer.

ARTICLE 4 JOINT LABOR - MANAGEMENT COMMITTEE

- 4.1 A joint Labor-Management Committee will discuss mutual solutions to problems affecting Labor-Management relations.

(a) Representation

Union: President, Secretary-Treasurer, and one (1) Executive Board Member.

Company: General Manager, Deputy General Manager, the Labor Relations Specialist and other members of management as appropriate.

Respective substitutes may be chosen by the Company and the Union, but it should be recognized that to be effective there needs to be continuity of membership.

(b) Date and Time of Meetings

Meetings shall be held once a month if requested by either party, at a time and place mutually acceptable to both parties. Additional meetings will be held by mutual agreement of both parties. One of the aforementioned meetings each quarter includes the President, Secretary-Treasurer and one (1) Executive board member. The remaining three (3) Executive board members may attend the quarterly meeting, if on duty, only when operationally feasible.

Written agendas shall be exchanged by both parties seven (7) days in advance of a meeting unless agreed to otherwise. It is further recognized that either party may initiate a topic not on the agenda if it is a current item that would be of benefit to be discussed as soon as possible.

(c) General Guidelines

Any subject which constitutes an obstacle to harmonious relations between the Company and Union may be discussed at these meetings. This includes grievances currently in the grievance and arbitration process. However, it is not intended that these meetings supplant the grievance and arbitration procedure as set forth in this Agreement. Discussion should be constructive and sincere in trying to arrive at mutually satisfactory solutions.

- (d) Union committee members who are on duty at the location where the meeting is to be held will be allowed to participate on Company time, if operationally feasible.

ARTICLE 5
UNION REPRESENTATION

- 5.1 Official representatives of the Union shall be allowed to visit the Company's premises and offices and, with proper DOE Security Clearance, to visit employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company. Union officials and Stewards will be allowed reasonable time off to perform Union duties without cost to the Company providing

advance notice is given to permit programming such absences in the master schedule. One Union Representative will be permitted one hour to address new classes of Security Police Officer Trainees during the first week of initial training, and two (2) union representatives another hour during the last two weeks of initial training. If on duty and operationally feasible, time is on the clock. If not on duty, time is union business.

Union business involving discussion with Company officials will be conducted on Company time, provided only one Union representative is involved (two (2) Executive Board members when necessary to discuss policy issues, etc.). The place and time of meetings referred to herein will be established by mutual agreement of the parties.

- 5.2 Not more than three (3) employees from each NTS shift, two (2) employees from each SRT shift, and one (1) employee from each LV shift will be elected or appointed as Stewards by the Union. In addition, one (1) employee will be appointed as Chief Steward to represent all shifts and reporting points. Employees may be appointed as Acting Stewards for off-site locations. The Union will keep the Company currently advised of the identity of the Stewards and Chief Steward, as well as the Executive

Board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union. Should the authorized strength increase or decrease, the Company and Union will negotiate representative numbers at that time.

- 5.3 When the Union and the Company mutually deem it necessary for a Union representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company will, at the written request of the Union, make a specific request to the NNSA/NSO for such entry for the occasion. All security regulations must be complied with. The Company will be considered to have fulfilled its obligation under this provision by making the request to the client referenced herein.
- 5.4 In accordance with an employee's Weingarten rights, **if requested by the employee**, the Company will provide Protective Force personnel with Union representation at any level of an investigation that may or could lead to discipline (written or verbal).
- 5.5 The Company will allow the Union an "IGAN Minute" at muster when preapproved by the Shift Captain.

ARTICLE 6
AUTHORIZATION FOR CHECK-OFF OF
UNION DUES/ FEES

- 6.1 When the Company receives the proper authorization from the Union authorizing the check-off of Union dues, the Company will deduct the dues in an amount established by the Union from the third payday of the month. The Company shall remit such monies to the bank designated by the Union, for deposit to the account of the Independent Guard Association of Nevada, Local No. 1, no later than the following payroll period from which the deduction was made. Initiation fees will be deducted as designated by the Union.
- 6.2 The Company will furnish the Secretary-Treasurer of the Union at the time of each remittance a deduction list, setting forth the name and amount of dues and initiation fees covering the period of each remittance.
- 6.3 The Union agrees to indemnify the Company and hold it harmless from any and all claims which may be made against it by any party for amounts deducted from wages as herein provided. The Union will assume all financial obligations for any charges for legal services which might result from application of this Article, provided the Union is allowed to select

or approve legal counsel as required, and provided the Union will be notified of any such action so it may attempt to effect a reasonable settlement with the employee.

ARTICLE 7 EMPLOYMENT PROCEDURES

- 7.1 The Union will have the right at any time to refer to the Company qualified applicants for employment; however, the Company shall be the sole judge of the competency, suitability and qualifications of all applicants, irrespective of their source. Neither an applicant nor incumbent employee will be preferred, nor discriminated against by the Company or the Union, because of membership or non-membership in the Union.
- 7.2 The Company will provide the Union with a list of newly hired SPO Trainees and rehired SPO's, to include home addresses and phone numbers. The notification will include the employee's classification, rate of pay and date of hire or rehire, and will be furnished within one week of the date of hire or rehire.
- 7.3 Rehired employees will be considered the same as newly-hired employees for the purpose of wages and benefits, e.g., vacations, sick leave, etc.

Individuals rehired by the Company will be placed in the appropriate training program, based on time of absence since their most recent termination, in accordance with DOE directives. The Company will retain the right to establish training programs for those situations not specifically defined in DOE directives. Upon completion of the training program, the employee will be eligible for work in the field as a Probationary SPO.

Employees rehired within one (1) year of their termination date must, on their own time, meet applicable DOE physical and basic weapons qualifications prior to return to work. These rehired employees are not required to attend the SPO Initial Training Course and will be paid at the Probationary SPO wage rate effective their date of rehire until they have completed required training. At the completion of required training, the employee will be paid at the applicable wage rate for the work being performed. These employees who were terminated prior to completion of the probationary period must complete the balance of their probationary period upon completion of required training.

Employees rehired more than one (1) year after their termination date are required to attend the SPO Initial Training Course and will be paid at the trainee wage rate effective their date of rehire.

ARTICLE 8
EMPLOYMENT AND CONTINUED
EMPLOYMENT

- 8.1 The Company has the right to determine an employee's qualifications for initial and continued employment. The basic medical, physical and mental standards are set forth in 10 CFR Part 1046 and other applicable DOE directives and orders.

All employees covered by this Agreement are obligated to read and comply with the orders, rules, regulations, policies and procedures of the Company, DOE, NNSA/NSO, any successor government agency or any successor contractor to the Company. Nothing herein shall limit the Union's right to grieve a Company order, rule, regulation, policy or procedure which the Union claims is in conflict with the Agreement.

Violations of the Company's orders, rules, regulations, instructions, policies and/or procedures by any employee covered by this Agreement shall subject that employee to counseling, or for more serious infractions, subject the employee to actions in accordance with Article 13 of this Agreement.

Copies of directives regarding implementation or changes thereto will be made available to the

Union within ten (10) working days of receipt by the Company.

8.2 In accordance with applicable DOE Directives and Order,

(a) SPO I Non-HRP personnel must meet the defensive combative standard, SPO I Non-HRP qualification standards and, on an annual basis, successfully complete the SPO I Non-HRP site specific, timed tactical stress course. In addition, all permanent SPO I Non-HRP employees must be Station 800/801 certified.

(b) SPO I personnel must meet the defensive combative standard, volunteer for and maintain certification in the Human Reliability Program (HRP) and meet the SPO I qualification standard. SPO I will complete a site specific, timed tactical stress course that tests physical fitness and marksmanship skills on an annual basis.

(c) SPO II personnel must meet the offensive combative standard, volunteer for and maintain certification in the Human Reliability Program (HRP) and meet the SPO II qualification standard. SPO II will complete a site specific, timed tactical stress course that tests physical fitness and marksmanship skills on an annual basis.

- (d) Three separate train to standard courses for each SPO classification will be used. Target distance will remain the same, overall course length will not vary greater than 25 yards and the length of time spent wearing the protective mask (SPO I/SPO II) will remain relatively the same.

If a SPO I Non-HRP, SPO I or SPO II employee fails to meet the minimum required training standard on the applicable tactical stress course, the employee will receive remedial training and additional attempts until the standard has been met. Should the employee not meet the minimum training standard prior to the end of the training cycle that includes the stress course, that employee will be temporarily unarmed and removed from the schedule (in a leave without pay status) and entered in the formal weapons remedial program. If the employee fails the remedial program, the employee will lose SPO status, as applicable. The employee may be reclassified contingent upon the provisions of this Article.

- (e) SPO III employees must volunteer for and maintain certification in the HRP and meet the requirements of SPO III.

8.3 Security Police Officers will be selected and trained by the Company in accordance with required standards. To assure that SPO I/ SPO II requirements are staffed with qualified personnel, applications will be accepted first from current employees and then from employees entitled to recall. In the event the Company does not obtain sufficient volunteers who qualify and successfully complete training for SPO I/SPO II assignment, qualified employees will be selected, trained and assigned to such assignments in reverse order of seniority. The Company may simultaneously, or in lieu of assigning employees to SPO I/ SPO II positions, accept applications from outside sources. SPO III requirements will be staffed in accordance with Article 9 of this Agreement.

SPO I, II, and III personnel may not resign from their job classification without approval of the Company. However, SPO I, II and III personnel may be reclassified as listed below, provided they meet the standards of the position to which they are being reclassified. In order to maintain mission readiness, the priority for reclassifying personnel and filling vacancies will be SPO III, SPO II, SPO I and then SPO I Non HRP.

(a) Involuntary movement between the SPO

I, SPO II or SPO III classifications resulting from a situation/circumstance created by DOE direction will be managed by the Company, including discussion with the Union. A change in medical condition of the employee, validated by the SOMD, which inhibits their ability to meet standards, will be managed by the company, including discussions with the Union, on a case-by-case basis.

(b) Incidental voluntary movement between the SPO I, II or III job classifications will be managed by the Company, including discussions with the Union, on a case-by-case and operational/mission requirements basis.

(1) Failure to maintain minimum firearm qualification scores or job classification training standards does not qualify a SPO I for consideration for a SPO I non-HRP vacancy. Furthermore, the same failure will not qualify a SPO II for consideration for a SPO I or SPO I Non HRP vacancy. Both of these situations will be grounds for removal from SPO status.

(2) Failure to maintain minimum SPO III firearm qualification scores or SPO III job classification training standards and the absence of a SPO II

vacancy for which the employee is qualified will be grounds for removal from SPO status.

(c) Programmed voluntary movement between the SPO I, II or III job classifications will be allowed once per year, during a designated period of time, in accordance with the subparagraphs below and established procedures for annual reclassification of SPO I, II and III personnel.

(1) SPO I employees may be reclassified to a SPO I Non-HRP, SPO II, or SPO III position contingent upon seniority, the availability of an existing position and the requirements of this paragraph.

(2) SPO II employees may be reclassified to a SPO I Non-HRP, SPO I, or SPO III position contingent upon seniority, the availability of an existing position and the requirements of this paragraph.

(3) SPO III employees may be reclassified to a SPO II, SPO I or SPO I Non-HRP position contingent upon seniority, the availability of an existing position and the requirements of this Article and Article 9.

Termination pay, as prescribed in 8.4 below, is not applicable to employees terminated as a result of the Voluntary Reclassification Program.

- 8.4 Employees who are involuntarily directed to meet the offensive combative standard (physical fitness), as a result of work requirements, will be allowed seventy-five (75) days, from the date of notification, to safely achieve the required physical fitness standard under 10 CFR 1046. If they fail, and there is no defensive position available based upon their seniority, they will be terminated. Employees involuntarily directed to SPO III and failing SRTBQC will be terminated. Said employees will be eligible for termination pay based upon their length of service providing they have a minimum of five (5) years of continuous service. Termination pay will be based on forty-eight (48) straight time hours per week at the employee's basic hourly rate (excluding longevity). Termination pay will be paid as follows: Employees with five (5) years will receive five (5) weeks with an increase of one (1) week for each additional year completed to a maximum of fifteen (15) weeks.
- 8.5 Periodic physical and/or mental examinations of employees may be required, but such

examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company.

Tests, when required by the designated physician, will be part of the annual physical to be paid for by the Company and administered on Company time. When an employee secures other medical testing and/or treatment not ordered by the Company, such testing and/or treatment will be conducted on the employee's own time, at the employee's own expense, and will not affect the employee's status except as determined by the DOE designated physician under 10 CFR Part 1046.

Nothing herein shall be construed to prohibit the Company from requiring one or more employees to take a physical and/or mental examination more frequently than other members of the force when the Company has reasonable suspicion to believe that such examination is necessary.

The Company has a right to conduct random drug and alcohol testing. The Company may also conduct such testing when the Company has reasonable suspicion to believe that such examinations are necessary. For the purpose of this Article, reasonable suspicion is defined as, but not limited to:

- (a) The employee is involved in an accident/ incident causing a fatality, injury or property damage, or the unauthorized discharge of a weapon.
- (b) The employee is observed engaging in abnormal or erratic behavior, or exhibiting signs of impairment such as difficulty in maintaining balance or slurred speech, or has the odor of drugs/alcohol, or exhibits apparent difficulty to do assigned work.
- (c) The employee is observed or reported to have used a prohibited substance.

Adequate safeguards will be maintained to assure the accuracy of the tests.

At Company discretion, an employee may be removed from the schedule after any drug or alcohol testing. If the test result(s) are negative, the employee will be made whole.

- 8.6 Any employee whose employment has been terminated for failure to meet DOE medical/ physical/mental standards may utilize the appeals procedure provided in 10 CFR 1046, or other applicable DOE directives. The denial of a waiver or appeal by DOE, or the ruling that an employee does not meet the medical/ physical/mental qualifications shall not be

subject to the provisions of the Grievance and Arbitration Procedure of this Agreement.

- 8.7 If during the term of this Agreement the medical/physical/mental standards in 10 CFR Part 1046 and other applicable DOE directives are repealed, modified, amended, or suspended by judicial or administrative action (DOE), the Company and the Union will meet and discuss implementation of such changes.
- 8.8 Due to the emergency nature of the Company's business, each protective force employee is required to have an operating telephone number where a message can be left or where they can be contacted. This requirement is a condition of employment for all employees.

ARTICLE 9 SPECIAL RESPONSE TEAM

- 9.1 SRT personnel will be selected and trained by the Company in accordance with required standards. SRT personnel must meet the offensive combative standard, as defined in 10 CFR 1046, and they must be certified under the Human Reliability Program prior to working an SRT station. To assure that SRT requirements are staffed with qualified personnel, applications will be accepted first from incumbent personnel. In the event the

Company does not obtain sufficient volunteers who qualify and successfully complete training for SRT assignment, applications will then be accepted from outside sources. In the event the Company does not obtain sufficient external applicants who qualify and successfully complete training for SRT assignment, incumbent employees will then be directed into the program, trained and assigned to such assignments in reverse order of seniority.

- 9.2 Before being assigned to a dedicated SRT, SPO III applicants must meet the minimum standards in accordance with DOE directives.
- 9.3 Incumbent employees, directed into the SPO III program, and failing the SRTBQC, will be terminated.
- 9.4 Seniority will prevail for the initial bidding of shift assignment (Able or Baker) and days off (Monday, Tuesday, Wednesday or Friday, Saturday, Sunday). Shift assignment and days off will be for a period of 6 months with the bid occurring in August and February. Hardship cases will be handled on a case by case basis.

At the time DOE directs or there are enough qualified precision riflemen to fill each active team, the program will be initiated at the next

bid cycle. Each precision rifleman will then bid strictly by seniority against other precision riflemen. Precision riflemen will be required to retain their position until a qualified replacement is ready to work.

When openings become available for precision rifleman, volunteers will first be requested. Candidates will submit, in writing, their interest for the position to the Company. Once selection and preparatory training are completed, employees will be scheduled for school by seniority.

If a SRT vacancy should occur during the six month bid period all unassigned SPO III qualified personnel are eligible for consideration. Accordingly, if a SRT Basic Qualification Course should occur during the six month period, an SRT bid will be obtained from those SPO's who successfully complete the course and are promoted to SPO III. Consistent with the normal bidding process, seniority will prevail for selection to the vacancy for the remainder of the bid period. If eligible SPO III employees do not volunteer for the vacancy, the vacancy will be filled in the reverse order of seniority.

- 9.5 Should new SRT programs be implemented in the future, the Company will meet and discuss implementation with the Union.

Assignment to a dedicated 6-person team will be at Company discretion, consistent with Paragraph 9.4.

- 9.6 The Company will cover unscheduled SRT manpower requirements as prescribed in Article 19, Overtime Scheduling and Callout Procedures.
- 9.7 SRT personnel may be called out to fill SRT assignments without regard to the requirements of Paragraphs 20.1 (Reduced Workweeks) and 18.2 (Overtime Compensation).
- 9.8 SRT personnel may be:
 - (a) Scheduled a fifth, sixth or seventh work day in non-SRT field positions,
 - (b) Forced out in support of other field station assignments, and
 - (c) Eligible for call outs to other field stations.
- 9.9 SRT personnel must continue to satisfactorily complete SRT and other required refresher courses and maintain the standards and qualifications established by the Company and applicable DOE directives.
- 9.10 SRT personnel:

- (a) Once qualified, SPO III's are expected to serve at least two (2) years in the program.
 - (b) May not resign from the program without the approval of the Company.
 - (c) Who formally request to resign from the program, must continue to remain in the program until such time as a qualified replacement can be hired/trained and certified.
 - (d) Will be reassigned to another classification contingent upon seniority and the availability of an existing position.
- 9.11 SRT personnel are eligible for assignment to temporary off-site locations as prescribed in Article 37 as long as site SRT requirements can be covered.
- 9.12 When SRT tactical training and weapons qualification requirements dictate, starting times may be adjusted (flexed) in accordance with Paragraph 17.14.
- 9.13 It is the intent of the Company to establish an SRT ready reserve if authorization and funding is received from NNSA/NSO.

ARTICLE 10

WEAPONS QUALIFICATIONS

- 10.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current Company regulations, based on DOE Directives. Personnel are required to demonstrate this ability during any scheduled training in which weapons qualifications are a part thereof and as outlined in paragraph 10.7.
- 10.2 All qualification firing will be conducted at an authorized Weapons Range.
- 10.3 All issued ammunition will be expended at an authorized Weapons Range in accordance with Range Officer guidance. Non-duty load ammunition and brass will not be permitted off of the authorized Weapons Range.
- 10.4 Armed employees shall demonstrate safety proficiency; such as, safety knowledge, function check and immediate action for each authorized weapon, normally on a semi-annual basis, to retain weapon carrying status. These safety tests will be administered during each semi-annual qualification (SAQ) session prior to any live fire. Employees initially failing the test

will receive immediate remedial instruction/
testing on the problem area(s).

- (a) Employees failing the immediate remedial instruction/testing will not be permitted on the range for live fire and will be placed on suspension without pay and scheduled for remedial training.
- (b) A remedial training program is established that provides the employee with the necessary training to afford a reasonable opportunity to demonstrate the required level of safety proficiency via a Limited Scope Performance Test (LSPT). Those employees who fail their two (2) attempts on the safety test in scheduled training will be entered into this program and will be required to attempt the safety test following completion of each phase of this program.
- (c) The program will consist of two (2) phases with each phase being no more than four (4) hours long. Employees will be compensated for four (4) hours pay at the basic hourly rates.
- (d) Phase I will be scheduled immediately on the first date resources are available and will include all the basic fundamentals

of safety required to successfully pass the safety test. Phase I will include instruction and practice on each part of the test and will culminate in one safety test qualification attempt.

- (e) Phase II will not be required if employee passes the safety test during Phase I. Employees passing the safety test in Phase I will be immediately removed from suspension status and rescheduled to the next weapons qualification class. Should a class be in progress with space available, employee will become a part of that class.
- (f) If employee fails the safety test in Phase I, employee will then move into Phase II of the program and must complete this phase within thirty (30) days of initial entry into the remedial training program. Phase II will address those safety weaknesses/problems identified during Phase I and will culminate in a second qualification attempt.
- (g) Those employees who fail both attempts during the remedial program will lose their SPO status and be disarmed per the requirements of 10 CFR Part 1046, and will be terminated from employment unless eligible for reclassification.

(h) Any employee who requires weapons safety test remedial training on three (3) consecutive semi-annual qualification periods, with the same firearm, shall lose SPO status.

10.5 Armed employees shall demonstrate their proficiency by qualifying to the required standard for their job classification (SPO I, SPO II or SPO III), on a semi-annual basis, or when selected for random weapons qualification testing, under both day and night conditions with their on duty weapons. The minimum qualification standards are identified in DOE Orders, Manuals and Directives. Armed employees shall be allowed two (2) attempts with each weapon to qualify, if required, during each semi-annual or random testing qualifying period.

(a) Employees qualifying to the required standard for their job classification on their first attempt will not be required to fire further attempts.

(b) Employee's who fail to qualify to the required standard for their job classification, will lose their authorization to be armed under Section 161K, Atomic Energy Act and be placed on suspension without pay and scheduled for remedial training.

- (c) The Company will provide necessary ammunition for all scheduled training, scheduled qualifications and no notice inspections.

10.6 A DOE approved remedial training program is established that provides the employee with the necessary training to afford a reasonable opportunity to meet the firearms qualification standards. Those employees who fail their two (2) attempts to qualify at the required standard for their job classification will be entered into this program and shooters shall be required to attempt the applicable firearms qualification course following completion of each phase of this program.

- (a) The program will consist of two (2) phases with each phase being no more than four (4) hours long. Employees will be compensated for four (4) hours pay at basic hourly rates.
- (b) Phase I will be scheduled immediately on the first date resources are available, and will include the basic fundamentals of marksmanship, beginning with dry firing exercises, advancing to live fire practice and culminating in a qualification attempt.

- (c) Phase II will not be required if employee qualifies to the required standard for their job classification during Phase I.
- (d) If employee fails to meet the required standard for their job classification during the Phase I qualification attempt, employee will then move into Phase II of the program and must complete this phase within thirty (30) days of initial entry into the remedial training program. Phase II will address the shooting defect(s) identified during Phase I and will culminate in a second qualification attempt.
- (e) SPO I or SPO IIs who fail both attempts during the remedial program will lose their SPO status and be disarmed per the requirements of 10 CFR, Part 1046, and will be terminated.

SPO IIIs who fail both attempts during the remedial program will lose their SPO III status and may be reassigned to the SPO II job classification in accordance with Article 8 contingent upon seniority and the availability of an existing position and provided they meet the required standard for that job classification. If the employee does not meet the required standard for SPO II, have the seniority to be reclassified or

there is no available position, the employee will lose their SPO status and be disarmed per the requirements of 10 CFR, Part 1046, and will be terminated from employment.

(f) Any employee who requires remedial training on three (3) consecutive semi-annual qualification periods, with the same firearm, shall lose SPO status.

10.7 As directed by the Company or DOE, employees may be required to demonstrate proficiency by qualifying without prior notification during no notice and/or random inspections. The Company or DOE may, at unannounced times and at random, select personnel on duty and instruct them to report to the NTS Weapons Range to demonstrate their ability to qualify. Armed employees shall demonstrate their proficiency with the weapon(s) which they are armed with while on duty and shall be allowed two (2) attempts with each weapon to qualify to the required standard for their job classification. Employees failing to qualify to the required standard for their job classification will be scheduled for remedial on their next work day or as soon as resources are available.

10.8 Range Officer instructions and Range Safety procedures will be complied with at all times while on any authorized live fire range.

- 10.9 The Company will promptly give written notice to the Union when any employee fails to qualify under provisions of this Article. A Union official will be contacted and may be present, strictly as an observer, when an employee who has failed to qualify, attempts subsequent qualification.
- 10.10 Employees may be assigned to Training for the purpose of refresher/improvement training or semi-annual qualification without regard to their shift or days off bid. Training starting and ending times will be flexed, with prior notification to the Union.
- 10.11 SPO I, II and III personnel will be eligible for weapons qualification pay each SAQ period based upon their scores attained during each semi-annual qualification period with the two (2) basic weapons (handgun and rifle). If an employee's no notice and/or random qualification scores with the two (2) basic weapons are higher than the employee's last record SAQ score, that score may be used to replace the last SAQ score for eligibility for weapons qualification pay, except as noted in Paragraph 10.11(d). All weapons and ammunition fired for firearms qualification will be furnished by the Company. Courses of fire will be approved DOE day and night

Qualification Courses scored in accordance with DOE Orders and Directives. Weapons qualification pay will be awarded as follows:

	<u>PAY</u>
High master (96%)	\$200.00
Master (92%)	\$150.00
Expert (88%)	\$125.00
Sharpshooter (84%)	\$100.00

Employees failing to make the required scores on one or more courses will be paid in the classification range where they have met the minimum scores for pay.

SPO I Non-HRP personnel will be eligible for weapons qualification pay based upon their scores attained during each semi-annual qualification period with the handgun. The procedures and required scoring percentages identified above for SPO I, II and III personnel also apply to SPO I Non-HRP personnel. However, since SPO I Non-HRP personnel only fire one weapon (handgun) instead of two as required for all other SPOs, the amount paid will be one-half of the pay amount identified above for each of the qualification categories (High Master, Master, Expert and Sharpshooter).

- (a) Weapons qualification pay will be paid as soon as possible and will not be paid more

than once for each semi-annual qualification period.

- (b) When qualifying on other than the DOE basic qualification courses, weapons qualification pay will be paid based upon the last SAQ qualification.
- (c) Scores attained during remedial training do not qualify for weapons qualification pay.
- (d) Employees failing to score the required standard for their job classification on any qualification attempt will not be eligible for weapons qualification pay in that SAQ period.
- (e) Qualification scores from initial training may be used for weapons qualification pay.
- (f) All weapons qualification pay will be paid by direct deposit.

10.12 A performance incentive allowance will be paid to each SPO, covered by this Agreement, who maintains tactical proficiency, weapons qualifications, and physical fitness standards. To be eligible for the performance incentive allowance, each SPO must successfully meet, on their first attempt, the required standard for those activities listed below, during any random,

no notice, semi-annual and/or DOE/Company directed testing. Each incentive period will run from July 1 – June 30, for SPO I Non-HRP; and semi-annually July 1 – December 31 and January 1 – June 30, for SPO I, II and III. The activities are:

- (a) SPO I Non-HRP: Day/Night Pistol; Defensive Combative Standard to include the 40-yard dash; Tactical Stress Course; and a written knowledge test. SPO I Non-HRP personnel who meet these standards will receive a \$350.00 allowance.
- (b) SPO I: Day/Night Pistol and Day/Night Rifle Qualifications; Defensive Combative Standard to include the 40-yard dash; Tactical Stress Course; SPO I Advanced Weapons Qualifications; and a SPO I written knowledge test. SPO I personnel who meet these standards will receive a \$250.00 allowance for each semi-annual period.
- (c) SPO II: Day Combined Qualification Course; Night Pistol and Rifle Qualifications; Offensive Combative Standard, to include the 40-yard dash; Tactical Stress Course; SPO II Advanced Weapons Qualifications and a SPO II written knowledge test. SPO II personnel

who meet these standards will receive a \$250.00 allowance for each semi-annual period.

- (d) SPO III: Day Combined Qualification Course; Night Pistol and Rifle Qualifications; Offensive Combative Standard, to include the 40 yard dash; SPO III Obstacle Course; SRT Weapons Qualifications including the LFSH courses; and a SPO III written knowledge test. SPO III personnel who meet these standards will receive a \$325.00 allowance for each semi-annual period.
- (e) Newly hired or re-hired employees will not be eligible for this incentive during the incentive year in which they were hired/rehired.
- (f) An employee forfeits their eligibility for this incentive pay if an employee takes other than an authorized absence or exceeds one authorized sick leave occasion per incentive year on a day they are scheduled for a test event.
- (g) This incentive pay will be deposited into the employee's direct deposit account, as appropriate, on the second payday of each January and July.

ARTICLE 11
PROBATIONARY EMPLOYEES

- 11.1 All employees will be required to complete a SPO Initial Training (SPOIT) course prior to assignment with the Protective Force. During SPOIT, which includes job familiarization training, the new hire employee shall have the title of SPO Trainee. SPO Trainees shall not be considered in active service for purposes of wage progression, probationary period or accrual of benefits unless specifically stated elsewhere in this Agreement.
- 11.2 SPOIT will be as determined by the DOE approved course of instruction. SPOIT may be extended as deemed necessary to present additional instruction.
- 11.3 Except in emergencies:
- (a) Employees (Probationary) hired from other sites will not be assigned to Protective Force duties prior to completion of required DOE and site specific training.
 - (b) Employees (Trainees) will not be assigned to Protective Force duties.
 - (c) If prior to completion of SPOIT or site specific training they are assigned to

a post, they shall be paid at the rate of Probationary Security Police Officer and may qualify for active service as designated herein.

- 11.4 A newly hired employee shall be on probation for the first twenty-four (24) weeks of active service following promotion to Probationary Security Police Officer.

Employees hired from other DOE sites shall be on probation from their initial date of hire through the first twenty (20) weeks of active service.

The Company has the discretion to extend an employee's probationary period an appropriate length of time due to substandard or unacceptable performance.

Employees will be eligible for promotion after completion of their probationary period.

- 11.5 To ensure proper training, probationary employees may be assigned as deemed necessary by the Company for the entire probationary period. Seniority will prevail for days off. Assignments to shifts and reporting points will be at the discretion of the Company and will be for at least one work week in duration.

- 11.6 Probationary employees may be eligible for off-site assignments only when specifically authorized by the Company.
- 11.7 Probationary employees shall be represented by the Union in matters concerning wages, hours and working conditions.
- 11.8 A probationary employee may be disciplined or terminated at the discretion of the Company without recourse to the grievance and arbitration process.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

- 12.1 A grievance shall be construed to mean any dispute between the Company and the Union or between the Company and any employee or group of employees concerning the effect, interpretation or application of any of the terms of this Agreement. It is understood and agreed that any matter which is not covered by this Agreement shall not be a subject for the grievance procedure in this Agreement.
- 12.2 All disputes or disagreements over the interpretation, application or compliance with the provisions of this Agreement shall be settled as hereinafter provided with the

following exceptions:

Step 1 may be bypassed by the Union if the grievance affects the interests of the bargaining unit as a whole or any segment thereof. Grievances that do not meet these criteria will be filed as individual grievances at Step 1 of this procedure. Individual grievances carried to Step 2 must be signed by the employee(s) involved and by the Union representative processing the grievance.

Any grievance involving suspension or other potential accumulating back pay liability shall be commenced at Step 2, and the written grievance shall be presented to the Protective Force Director or the designated representative within ten (10) days, excluding Saturday, Sunday and Holidays, after the date the employee is notified of the discipline in writing.

Any grievance involving discharge shall be commenced at Step 3 and the written grievance shall be presented within ten (10) days, excluding Saturday, Sunday and Holidays, after the date the employee is notified of the discharge in writing.

Steps 1 and 2 may be bypassed by the Company in grieving alleged violations of the Collective

Bargaining Agreement by the Union. In this case, the Company will reduce the grievance to writing, setting forth the facts and the Article or Articles alleged to be violated and present it to the President of the Union or the Union designee within ten (10) days, excluding Saturday, Sunday and Holidays, after the occurrence of the incident. The President of the Union or the designee shall have ten (10) days, excluding Saturday, Sunday and Holidays, after the receipt of the Company's grievance to reply in writing. If the Company is not in agreement with the Union's reply to the grievance, the Company may, within ten (10) days, excluding Saturday, Sunday and Holidays, after receipt of the Union's reply to its grievance, notify the President of the Union in writing of its intent to invoke arbitration and that the Federal Mediation and Conciliation Service or the American Arbitration Association will be requested to submit a panel of eleven (11) names of arbitrators who are members of the National Academy of Arbitrators (NAA) and who reside in Nevada, Arizona, Utah, New Mexico, California, Washington, Oregon, Idaho, Colorado or Montana. Once provided with the list, the arbitrator will be selected in accordance with the procedure outlined in paragraph 12.8.

12.3 Step No. 1. Any employee shall have the

right to present a grievance to that employee's shift Captain. A Union representative may be present at any such presentation and may file the grievance for the employee. Any such grievance must be presented or brought to the attention of the Captain within, and not later than ten (10) days, excluding Saturday, Sunday and Holidays, after the occurrence of the facts giving rise to the grievance. If not settled by the Captain within five (5) days, excluding Saturday, Sunday and Holidays, after presentation, the grievance shall be processed as provided hereafter.

- 12.4 Step No. 2. The grievance will be reduced to writing, setting forth the facts and the Article or Articles of the Agreement alleged to be violated and presented to the Protective Force Director or the designated representative within ten (10) days, excluding Saturday, Sunday and Holidays, after the occurrence of the incident if Step No. 1 is bypassed, or within five (5) days, excluding Saturday, Sunday and Holidays, after the denial at Step No. 1. Any grievance which does not set forth the facts and the Article or Articles of the Agreement alleged to have been violated will be returned to the Union for the necessary details and time limits will be suspended for a reasonable period of time, not to exceed five (5) days, excluding Saturday, Sunday and Holidays, for this purpose. If the

grievance is not adjusted, the Protective Force Director or designated representative shall state the decision in writing to the Union within ten (10) days, excluding Saturday, Sunday and Holidays, from the date the written grievance was received.

12.5 Step No. 3. The Employer representative(s) and the Union representative(s) will meet and discuss the grievance, within fourteen (14) calendar days, after receipt of the Step 2 response, or such other time as agreed upon by the parties. If the Employer representative(s) is not available to meet within the fourteen (14) calendar day period, the Union may take the grievance to arbitration. If the grievance is resolved at this step, such resolution will be reduced to writing within ten (10) business days, excluding Saturday, Sunday and Holidays, and shall be implemented within ten (10) calendar days thereafter.

12.6 Grievances which have been processed in accordance with the requirements of the aforesaid Steps No. 1, No. 2 and No. 3 and which remain unsettled shall be processed to arbitration by option of either party in accordance with the following procedures and limitations.

12.7 The Union, within ten (10) days, excluding

Saturday, Sunday and Holidays, after the rejection of the grievance at Step No. 3 shall in writing notify the General Manager or the designated representative of its intent to invoke arbitration. The parties will have fifteen (15) days (excluding Saturday, Sunday and Holidays) from receipt of notice to mutually agree on an arbitrator. If agreement cannot be reached on an arbitrator, the Federal Mediation and Conciliation Service or the American Arbitration Association will be requested to submit a panel of eleven (11) names of arbitrators who are members of the National Academy of Arbitrators (NAA) and who reside in Nevada, Arizona, Utah, New Mexico, California, Washington, Oregon, Idaho, Colorado or Montana. Once provided with the list, the arbitrator will be selected in accordance with the procedure outlined in paragraph 12.8 below.

- 12.8 The selection of either the FMCS or AAA shall alternate between the parties with the first selection each contract year made by mutual agreement or by lot. Either party, upon receipt of the panel of arbitrators, may reject the first panel and request a second panel. The party rejecting the first panel must simultaneously notify the other party of the rejection and request a second panel within seven (7) days (excluding Saturday, Sunday and Holidays) of

receipt of the first panel.

- (a) Within twenty (20) days, (excluding Saturday, Sunday and Holidays), of the receipt of the panel of names of arbitrators, the Company and the Union shall each alternately strike names to arrive at a remaining name. The determination of which party is to first strike a name from the panel shall be made by mutual agreement or by lot. The Federal Mediation and Conciliation Service or the American Arbitration Association shall be notified of the name designated by the parties to be the arbitrator. All proceedings thereafter shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service/ American Arbitration Association.
- (b) By mutual agreement, the parties may waive the use of the FMCS or AAA and refer the matter in dispute to an arbitrator selected from another source.
- (c) Should either party request a panel from the American Arbitration Association the selecting party shall bear the cost of obtaining the panel.

12.9 The arbitrator shall submit his decision in

writing within forty-five (45) days after the submission of hearing transcripts and/or briefs if applicable.

- 12.10 The foregoing provisions for arbitration are not intended and shall not be construed in any way as qualifying or making subject to change any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated in any proposed new Agreement between the parties.
- 12.11 Any dispute between the parties as to the interpretation or construction to be placed upon the award made as herein above provided for shall be submitted to the impartial arbitrator who made the award within 60 days of receipt of the decision, who may thereupon construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation or construction shall be binding upon all parties.
- 12.12 Union Officers and other necessary witnesses appearing on behalf of the Union shall have reasonable time off without pay to appear as witnesses during grievance and arbitration hearings. The company is not responsible for any travel costs or expenses incurred by union officers or witnesses appearing on behalf of the

union or the individual grievant.

Any money due an employee as a result of the settlement of a grievance shall be paid not later than two (2) weeks following a written answer to this effect.

- 12.13 The arbitrator shall have no right to change, add to, subtract from, modify or disregard any part of this Agreement. The decision and award of the arbitrator shall be in writing and shall be final and binding on all parties thereto, including any award with regard to compensation for lost wages.

In cases of grievances involving lost wages, the parties may agree to, or the arbitrator may order, reinstatement and/or back pay; but in no event shall back pay be awarded for any period of time prior to the date the loss occurred.

- 12.14 Fees and necessary expenses incurred by the arbitrator and other necessary expenses of the arbitration shall be paid equally by the Union and the Company.
- 12.15 The parties may agree to employ the services of a qualified court reporter to record the proceedings of the arbitration hearing. If such is a mutual agreement, the parties (or their attorneys, if retained) will concur in the

selection of the court reporter, and the fees and necessary expenses shall be paid equally by the Union and the Company. If only one of the parties desires the services of a qualified court reporter, the fees and other expenses referenced above will be the sole responsibility of the party engaging the reporter. In such instance, all recorded data produced by the reporter will become the sole property of the party bearing the cost of the service; however, should the other party decide, following the hearing, to obtain a copy of the transcript, a copy of same will be available to the party by paying one half (1/2) of the costs of the service. An arbitrator may not order the services of an official reporter unless such is mutually agreed upon between the Company and the Union.

- 12.16 The time limits stated in this Article are to be strictly adhered to, except that the same may be varied upon written agreement of the parties hereto. However, the failure of either party to comply with the provisions relating to the selection of an arbitrator as contained in paragraph 12.8 shall constitute authorization to the complying party to unilaterally select the arbitrator from the list provided by the Federal Mediation and Conciliation Service/American Arbitration Association.

ARTICLE 13
DISCIPLINE AND DISCHARGE

- 13.1 The Company has the right to discipline or discharge employees for just cause. An employee who feels disciplinary action may result from a meeting, interview or counseling session with Company officials is entitled to Union representation upon request.

The Company agrees to provide copies of documentation that will be introduced at the disciplinary hearing as evidence and used to establish culpability. In the event classified or unclassified- nuclear controlled information is to be used, the Company will allow access to the information to the extent that the information is to be used. Release of this type of information will be governed by applicable directives.

- 13.2 When employees are discharged, they shall be compensated for the time spent outside their regular tour of duty at their basic hourly rate for the purpose of complying with the Company's discharge procedures.
- 13.3 Payment of employees upon termination, layoff or discharge shall be made in accordance with applicable law.

- 13.4 Disciplinary hearings will normally be held within fifteen (15) working days of the written notice unless circumstances exist beyond the Company's control (i.e., awaiting supporting documentation such as a copy of traffic citation or damage cost estimates), in which case the hearing will be held as soon as possible thereafter. Discipline will be assessed within thirty (30) days of the hearing date or the discipline will not be assessed. If the employee is on authorized leave during the thirty (30) day period, the 30-day limit will be extended an amount of time equivalent to the length of the leave.
- 13.5 As part of the discipline process, no employee shall be required by the Company to take a polygraph test unless they voluntarily agree to do so.
- 13.6 In administering a disciplinary policy, the Company will consider the entire disciplinary record of the employee, together with extenuating circumstances. Notwithstanding the provisions of the previous sentence, the following will apply:
- (a) Discipline of less than suspension issued more than twelve months in the past will not be considered.

- (b) Suspensions issued more than twenty-four months in the past will not be considered when determining disciplinary actions except in cases where discharge is recommended and prior discipline was of a serious and related nature.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 The Company and the Union agree to cooperate in providing equal opportunity in employment for all persons and to prohibit unlawful discrimination or harassment in accordance with applicable federal laws, executive orders, state laws and any other orders. The Union agrees to cooperate to the extent of its ability with Company efforts to achieve those goals, while retaining the right to fulfill its legal obligation of fair representation to the members of the bargaining unit. Upon request, the Company will provide the Union with available statistical information on its EEO program.

- 14.2 The parties recognize that any employee who has been discriminated against/harassed has adequate remedies at law, and agree that arbitrators have no jurisdiction in this area. Thus, any alleged violation of this Article shall not be subject to the provisions of Article 12 - Grievance and Arbitration Procedure.

Nothing herein shall preclude the parties and the complainant employee from agreeing to meet concerning any alleged discrimination or harassment or from entering into a settlement agreement with appropriate waivers. It is understood that nothing herein shall preclude or otherwise limit the Union from raising "disparate treatment" in any just cause arbitration over discipline or a termination.

- 14.3 The Grievance and Arbitration exclusion in this Article shall not apply to alleged discrimination based on upholding Union principles and or Union membership.

ARTICLE 15
NO STRIKES - NO LOCKOUTS,
CONTINUITY OF OPERATIONS

- 15.1 The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.
- 15.2 The Union collectively and each employee individually agree they will not, during the term of this Agreement, call, engage in or sanction in any way any strike, sympathy strike, work

stoppage, slowdown, picketing, sit-down, sit-in, boycott or any other interference with or interruption of the Company's operations for any reason whatsoever. The Union collectively, and the employees individually, hereby expressly waive any statutory right they may have to engage in any such activity during the term of this Agreement.

- 15.3 The Company agrees, during the term of this Agreement, that no lock out against any or all of its employees shall take place.
- 15.4 In the event any employee, including union officials, covered by this Agreement violates the provisions of paragraph 15.2, the Union agrees the Company may discipline or discharge those engaging in such activity. The Union also agrees that every officer, official and/or steward of the Union is obligated to use their immediate and best efforts to terminate, as quickly as possible, any such violation.
- 15.5 In the event of any strike, work stoppage or picketing by another labor organization involving the client's property or operations, the employees covered by this Agreement will continue to perform all work assignments, including, but not limited to, coverage of security stations, security duties related to the protection of life and property, fire and safety

watch and all other security interests of the Company's client.

ARTICLE 16 SENIORITY

- 16.1 The purpose of seniority is to establish employee rights and privileges based on their length of service in the bargaining unit.
- 16.2 Seniority is an employee's length of continuous service in the bargaining unit in years, months and weeks from the most recent date of hire. Present policies regarding seniority attained under predecessor companies shall be maintained. Therefore, whenever continuous service is required for benefits or conditions, it shall be interpreted to include continuous service with the predecessor companies.
- 16.3 The Company will provide, to the Union, a current seniority list by the first week of the month.
- 16.4 The Company recognizes the principles of seniority. The Union recognizes the principles of management responsibility and the fact that the Company must furnish satisfactory service in accordance with the demand of the Company's clients and the requirements of the particular assignment. This paragraph shall

not be construed so as in any way to contradict, modify or supersede any other provision of this Agreement.

- 16.5 Seniority for all employees will commence on the first day of the workweek in which they report to work. Seniority for employees hired on the same date shall be determined by date of birth, with the oldest being the senior.

Employees who are reduced in force will retain all seniority rights accumulated relative to all other employees as of the date they are laid off for a minimum period of one (1) year or the length of their seniority, not to exceed three (3) years, providing the employee can qualify for employment.

- 16.6 In addition to reasons stated elsewhere in this Agreement, an employee's seniority will cease:

- (a) On the date they voluntarily quit.
- (b) On the date they are discharged for just cause.
- (c) On the date employee is terminated in accordance with Article 8.

- 16.7 When required, reductions in force will be accomplished on the basis of overall seniority;

i.e., the last hired will be the first laid off within the classification that is being reduced, with the exception of current SPO's hired prior to or on September 24, 1984. For these SPO's, if they are currently in a SPO I Non-HRP position at the time of future reductions in force in the SPO I Non-HRP classification, they may bump a lesser seniority SPO I from that job classification provided they can meet the SPO I qualification standards. These employees will retain their bumping privilege for the term of their employment provided they do not lose the ability to carry a firearm as prescribed by DOE policy.

In the event of layoff, affected employees will be given seven (7) days notice. Under circumstances where such notice is not accomplished, payment of forty-eight (48) hours at the basic hourly rate shall be given.

- 16.8 Recall of employees will be in reverse order to the reduction in force; i.e., last laid off will be first called back, subject to the availability of positions for which they were qualified at the time of lay off.

Recalled employees must notify the Company of their acceptance not later than the close of business on the second business day following receipt of notification. A business day is defined

as the period of each day the Human Resources Section is open. Recalled employees must, on their own time, meet applicable DOE physical and basic weapons qualifications prior to return to work and must return to work no later than the first day of their assigned schedule for the second week following notification.

Recalled employees who were reduced in force shall be brought back at the current rate of pay with no loss of benefits to include seniority, sick leave, longevity, vacation, etc.

16.9 As an exception to Paragraph 16.8 above, all laid off SPO I and SPO II personnel will be contacted and notified of the volunteer SRT selection process date for SPO III. This exception will only be used if attempts to fill the SPO III position through SPO III recall and SPO I and SPO II volunteers have failed. It will be used prior to forcing incumbent SPO II's to SPO III or soliciting new hire SPO III's.

(a) Laid off employees who volunteer for the SRT selection process, must meet the selection requirements established by the Company to include, medical, psychological, physical fitness and weapons qualification and SRT selection on their own time.

- (b) Laid off employees who do not meet the Company selection process will remain in a lay off status and are not eligible to volunteer for another SRT selection.

Laid off employees who meet the Company selection process will be rank ordered by seniority and recalled by seniority, based upon the number of available positions, with the understanding that the recall is only for a SPO III opening.

- (c) The employee will be put back on the work schedule within their job classification until such time as the employee is scheduled for the SRT Basic Qualification Course (SRTBQC). If the employee:
 - (1) Passes the SRTBQC; the employee will remain employed as a SPO III.
 - (2) Fails the SRTBQC, the employee may remain employed in their current job classification and given one more attempt to attain SPO III certification. A second attempt will be granted only if the training staff determines the individual possesses the requisite skills necessary for success at a second attempt. If the employee is not given a second attempt or fails the

second attempt, employee will be laid off and not eligible for future SPO III vacancies.

- (3) Becomes temporarily medically disqualified, employee will be laid off and may volunteer for a future SPO III vacancy under this paragraph, once medically certified on their own time.

16.10 An employee's seniority will cease where they fail to return from layoff within fourteen (14) days after notification confirmed by certified or registered mail to the most recent address furnished to the Company, except where prevented by sickness, accident, or other justifiable emergency. In the event an employee cannot report for work because of sickness, accident or justifiable emergency, the recall order shall be exchanged with the next employee who can qualify on the seniority list. In the event another vacancy occurs, the bypassed employee shall be recalled and seniority will not be broken.

16.11 Any employee accepting a temporary promotion outside the bargaining unit shall lose no seniority during the period of such promotion except that if it continues beyond twenty-six (26) weeks within any calendar

year, in which case all seniority will be lost. The exception being that if the temporary promotion is for off-site work, it may run for twenty-six (26) weeks or the duration of the off-site project, whichever is longer, with no loss of seniority. Any employee accepting a permanent promotion outside the bargaining unit will lose all seniority rights hereunder. The Company will notify the Union in advance of each promotion on a separate notice.

ARTICLE 17 HOURS AND WORKWEEK

17.1 The workweek shall begin at 0600 on Monday of each week and end one hundred sixty-eight (168) hours later. The regular starting time shall be considered 0600 for "A" Section and 1800 for "B" Section, except for those established stations that have a fixed starting time other than 0600 and 1800.

Work requirements are determined by the Company.

17.2 An employee's work day shall begin at the start of the employee's shift and end twenty-four (24) hours later.

17.3 Any combination of forty-eight (48) hours of scheduled leave constitutes a workweek.

- 17.4 If the Company should initiate any change in the regular shift schedule of established stations, or initiate regular shift schedules for stations that are not established as of the effective date of this Agreement, any permanent changes will not be initiated prior to discussion with the Union. Such stations changed or initiated must run for two (2) consecutive workweeks before they become regular shift schedules, except for the Special Sections and the Las Vegas Protective Force where they become regular shift schedules in one (1) week. In the event they do not run for the length of time as prescribed above, early callout pay, if appropriate, will be paid retroactively for the time worked on these changed or newly-established stations. The above requirement of prior discussion with the Union will not apply to changes in event activities (those stations or posts directly supporting a ground zero or other SNM experiment site) or special assignments.
- 17.5 Armed employees will be divided into two (2) sections, one for the day shift and one for the night shift. Their work schedule will consist of four (4) shifts of twelve (12) hours each. Workweeks of more than four (4) days will not normally be scheduled, except as manpower requirements dictate in which case volunteers will first be utilized.

- 17.6 Employees who attend training, seminars, or DOE conferences which are paid for by the Company and are on Company time, that are less than twelve (12) hours in duration each day, will be scheduled in a training status for a twelve (12) hour shift. Should the employee elect to participate in the Physical Fitness Program (for one of the maximum of three (3) weekly fitness sessions), two (2) hours of those twelve (12) hours will be so charged. All twelve (12) hours per shift will be accounted for with training/seminar, fitness and/or leave. Per DOE directive, dated April 8, 2009, effective September 1, 2009, the Physical Fitness Program is unpaid and will not be included in the 12-hour duty day.
- 17.7 In the event any new post assignments are established on the basis of shifts less than twelve (12) hours, or a post presently covered by twelve (12) hour shifts is changed to shifts of less than twelve hours, the Company and the Union will discuss proposed changes prior to implementation.
- 17.8 Provided that work requirements permit such scheduling, the Company will schedule all days off or all days worked during a workweek consecutively. In the event it is necessary to split days off, employees will receive at least two (2) consecutive days off during the

workweek or in connection with days off in the preceding or following week, unless the employee is scheduled for five (5) or more days in the workweek. Split days off will be assigned to personnel by reverse seniority at the affected reporting point and shift. If splits are mandated by work requirements, a senior employee may be assigned a split without affecting less senior employees.

Bidding will be on the basis of days off, either all days off consecutively or all days worked consecutively, during the workweek. The employees may indicate the relative importance of each day by noting first, second and third choices. In the event of reduced workweeks, the employee may also indicate their preference for the fourth day off. In order to aid in scheduling, the employee may bid by X's with no relative importance to which day is most important. Bids for days off will be given by strict seniority based upon job classification and work requirements.

- (a) Employee's bid will remain in force until such time as the employee changes the bid on the weekly bid sheet. Telephone bids will be accepted.
- (b) When work requirements necessitate, fifth, sixth and seventh-day workweeks will be

assigned by seniority, on a rotation basis, to personnel who have volunteered for such assignments. If employees must be assigned an involuntary five, six or seven-day workweek, the forced overtime rotation will begin at the bottom of the seniority list, continue to the top, and then restart at the bottom establishing a continuous rotation. If an employee is scheduled for a week or more of leave or is bypassed due to work requirements when due for a forced six or seven-day workweek, the employee will be positioned at the top of the list upon return to work.

- (c) It is recognized by both parties that certain bargaining unit positions (Sergeants) require that the personnel working those positions be assigned to a "field station" at least one shift per week. It is agreed that these assignments will be made on the "overlap" day dictated by work requirements of the Sergeant positions or by the days off bid of the Sergeant involved. The Company will assign permanent Sergeants based on operational requirements.

With the exception of 800/801 qualified SPO I Non-HRP employees, Sergeants assigned to the field for their "overlap" day (one of two days

available) will be scheduled this day of work according to their bid if it does not conflict with the bid of a field employee with higher seniority. If it does conflict, the other available day for the “overlap” shift will be assigned.

- 17.9 Duty shall commence at the time of muster at the designated reporting point and shall continue until the employees have been relieved at their mustering point, except as provided in paragraph 21.2. No muster is required for the Las Vegas Protective Force but may be instituted in the future based upon a Company determination of an operational need.
- 17.10 The Company will make every effort to relieve employees at the end of their scheduled shift, if the employees so desire and if possible and reasonable to do so during a scheduled event. After employees have been relieved of duty they will be allowed eight (8) hours off before they will be scheduled for another shift, providing they request the eight hours.
- 17.11 A weekly assignment schedule including daily post assignments shall be posted no later than 1800 hours on Friday of the preceding week. The daily assignment schedule may be modified by the Company from time to time. Notice of these changes will be given to employees whenever possible.

- 17.12 Employees are required to report promptly at their scheduled starting time. If employees are unable to do so because of a vehicle breakdown, accident or other unusual circumstances beyond their control, they must notify Security Headquarters as soon as possible.

Employees must report to work within four hours after their scheduled starting time or they will lose that day's work. If the absence is for any other reason, including illness, the employees must notify Security Headquarters at least two (2) hours prior to their scheduled starting time or they will be subject to disciplinary action.

Employees who fail to report for an assignment and do not notify Security Headquarters during that tour of duty of the reason for the absence will not work until their supervisor has received a satisfactory explanation. Employees who fail to report for scheduled assignments for three (3) consecutive days and do not contact Security Headquarters during this time will be considered to have abandoned their position and will be subject to discharge, unless a reason for the employee's failure to report is given which is satisfactory to the Company.

- 17.13 Employees will not be scheduled to work outside their assigned section except during unusual

work requirements, reduced workweeks, holidays or as operational requirements necessitate. Employees on temporary duty assignments at off-site locations may be required to work outside their assigned section when there are additional work requirements in other sections.

- 17.14 For the purpose of required training, employees may be assigned without regard to bid preference. In the event employees miss part of required training, such employees may be rescheduled for those training days missed, and for the remainder of that workweek shall be assigned to their original reporting point. In the event employees are thus scheduled to work a shift other than their bid, they will be assigned the full week on that shift. During such training periods other personnel may be reassigned to accomplish this training consistent with their bid preference on a seniority basis.

When training requirements dictate, starting times may be adjusted up to two (2) hours prior or four (4) hours after normal reporting time to accommodate day and night firing activities on the same shift. If a flexed schedule will not work for some reason, there will be discussion with the Union prior to initiating an alternative training approach.

- 17.15 It is the employee's responsibility to bid. Every thirteen (13) weeks employees will have a period of two (2) weeks to sign up for designated reporting points and shifts. The bid period will start three (3) weeks prior to the end of the thirteen (13) week period and will close one (1) week prior to the end of that period. If employees fail to bid properly, their previous bid will apply for the next period. Hardship requests for a bid change will only be granted upon mutual agreement between the Company and the Union. In scheduling shift assignments and reporting points, seniority will prevail except where otherwise provided for in this Agreement.
- 17.16 Where the bidding provisions of this Agreement apply, the Company will post a sign-up sheet at Mercury, Las Vegas and all other locations that come under the jurisdiction of this Agreement as soon as practicable after information concerning any changes subject to bidding is made available to the Company.
- 17.17 Special assignments are defined as work which require special qualifications such as Operations, projects designated as plainclothes assignments, Property Protection, and Support. They may be local or off-site positions, individual assignments or assignments to a special section. Qualifications for such

assignments and assignment to this type of work are at Company discretion. As new weaponry is introduced, the Company retains the right to establish a specialty position to operate the individual weapons systems. If at all possible, the Company will discuss with the Union any and all conditions (safety, comfort, etc.) involved in new special assignments, prior to initiating such assignments.

All promotions beyond Security Police Officer are at the discretion of the Company.

Special section personnel may be called out for special assignments without regard to the requirements of Paragraphs 20.1 and 18.2. When such callouts occur, equalization of reduced workweeks and overtime callouts will be accomplished as soon as possible as requirements permit.

- 17.18 The Union agrees that it will cooperate with the Company in its efforts to promote efficiency of service. The Union agrees that its members will work at any and all times when manpower emergencies may require. Such emergencies will be confirmed in writing by a representative of the Company.

Employees will not be required to perform duties that are not normal functions of

protective personnel, except in case of an emergency. An emergency is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action, or a pressing need.

ARTICLE 18 OVERTIME COMPENSATION

- 18.1 All time worked in excess of eight (8) hours in any work day or forty (40) hours in any workweek, whichever is greater, will be paid at one and one-half (1 1/2) times the basic hourly rate. When an employee's scheduled shift is extended during the employee's tour of duty to accommodate a user requirement (excluding Company and/or NNSA/NSO requirements), the employee will be paid double time rates for the extra time. This will be exclusive of travel time and assignments to event activities.
- 18.2 The decision to fill vacancies or switch assignments shall be at the discretion of the Company. When assigning extra days of work on a call out basis, the Company will distribute them as equitably as practicable on a 13 week basis among employees eligible for assignment to the duty involved who have indicated their availability for such work on their bid sheet. Such call outs will be restricted to employees on the voluntary overtime list who are available

and qualified for the assignment and who are on their days off, i.e., who would not thereby be required to work two consecutive shifts. Employees who have not worked a fifth day during the workweek will be the first called, except as indicated in 18.3.

- (a) Prior to invoking the authority to force out, reasonable efforts will be made to call out an employee. Time permitting, employees who are listed as “not available” will be called to determine if they will accept the work. Efforts to contact employees will continue until the time that an employee cannot reasonably be expected to report within two hours of the scheduled starting time.
- (b) In the event work requirements cannot be filled in accordance with this formula, the work will be assigned to employees in the following sequence:
 - (1) The lowest seniority qualified employee, by number of days worked, (least to most) from the same shift and reporting point.
 - (2) The lowest seniority qualified employee, by number of days worked, (least to most) from the same shift, different reporting point.

- (3) Force out of on duty personnel. If reasonable and as time permits, personnel will be backfilled and released from this obligation if they so request.
 - (4) Supervisory personnel in accordance with Paragraph 43.1(a).
- (c) When assigning work in accordance with Paragraph 18.2, the Company agrees to consider such issues as availability of child care, off duty activity of the employee in question and other factors which may be raised by the employee to whom assignment of work is being contemplated. When employees are not assigned work under this provision, the reasons for not assigning the work will be documented by the Company and provided to the President, IGAN. Objections by the IGAN will be provided in writing. The Company and the Union will discuss such conflicts, and consideration will be given to such issues whenever work is assigned in the future.

18.3 The Company may force out Protective Force Personnel in support of event activities prior to offering the work to other off-duty personnel on the voluntary overtime list. Event activities

are those assignments outside of the permanent storage mission, which include Category II or greater SNM. Normal call out procedures will then subsequently be followed and those personnel who were initially forced out and who are not required to support the event activities will be released from their mandatory obligation to work, if they so desire.

Those personnel who are forced out to work assignments in support of event activities on their fifth, sixth or seventh day of work will be paid at the double time rate for all hours worked on such assignments. If abuse becomes evident in the double time pay procedure by employees refusing to volunteer for the overtime, the double time pay procedure for personnel who are forced out will be discontinued upon mutual agreement by both parties.

- 18.4 Employees forced out in support of work requirements or who accept a call out who subsequently call in sick or requests leave, except funeral, will be granted Leave Without Pay (LWOP).
- 18.5 In the event the lowest, qualified employee on the overtime list is not offered the overtime to which the employee is eligible and available, and the error cannot be corrected at the time it is detected, the employee's sole remedy shall

be that upon request:

- (a) NTS employees will be scheduled for a day of work, as a “pool” station on a mutually agreeable day under circumstances similar to the lost work opportunity. The “pool” station must be on the shift where the work opportunity was lost.
- (b) Las Vegas employees will be 1) placed first in the callout rotation during a mutually agreeable week; or 2) placed first in the callout rotation on a mutually agreeable day under circumstances similar to the lost work opportunity.
- (c) Remedies must be scheduled within one hundred eighty (180) days of detection of the error.

18.6 With the exception of voting pay, jury duty pay and incremental vacation or personal leave taken after mandatory exercises or training activities, only pay for time worked will be counted toward the base of forty (40) hours for the purpose of computing overtime. Payment for all hours not worked shall be made at the basic hourly rate.

18.7 There shall be no duplication or pyramiding of overtime so that premium pay is paid twice for

the same hours worked. When and if two rates of pay appear to be applicable, the higher rate will apply.

- 18.8 Any employee called out for an overtime assignment on a holiday shall be paid at two and one-half (2 ½) times the basic hourly rate.

If called out to work a holiday and time worked is less than twelve (12) hours, employees shall receive pay for hours worked at their appropriate hourly rate. In addition, such employees shall receive straight-time pay for the difference between the number of hours actually worked and twelve (12) hours.

EXAMPLE: If an employee reports for work on a double-time and one-half day and works for five (5) hours (or twelve and one-half (12½) hours straight-time pay) and IN ADDITION, shall receive the difference between five (5) hours and twelve (12) hours holiday guarantee (or seven (7) hours straight-time pay), a total of nineteen and one-half (19½) hours straight-time pay.

- 18.9 Continuous hours worked over sixteen (16) will be paid at double (2x) the basic hourly rate.

ARTICLE 19
OVERTIME SCHEDULING AND
CALLOUT PROCEDURES

- 19.1 Scheduling of overtime will be rotated among those personnel who have bid for overtime on the weekly bid sheet. The schedule overtime rotation will begin at the top of the seniority list, to the bottom, and then back to the top in a continuous rotation. Weekly bid changes must be submitted no later than 0800 each Wednesday, the week prior.
- 19.2 Those employees who are bidding for a five-day workweek will only initial the "Preferred 5 DAY" column. The employee will receive a five-day schedule that most closely honors their bid. After the initial start based on seniority, the scheduling of five-day workweeks will be on a rotation basis. Personnel moved from one shift and/or reporting point to another will not be eligible for a five-day schedule unless they fit into the rotation for the assigned shift.
- 19.3 When requirements necessitate, fifth, sixth and seventh-day workweeks will be scheduled as follows: Voluntary five days, forced five days, voluntary six days, voluntary seven days, forced six days and forced seven days. In addition, employees will not voluntarily be allowed to work more than twenty-eight (28)

consecutive days or scheduled more than two forced consecutive seven-day work weeks, unless work requirements are such that this cannot be accomplished.

- 19.4 Scheduled five or more days will be counted and charged as overtime, the same as on a callout basis.
- 19.5 Special hardship requests that exempt an employee from overtime work require Company approval with IGAN notification.
- 19.6 The overtime roster will be maintained on a thirteen week bid basis with all personnel having zero overtime at the beginning of each bid.
 - (a) The order of calling will be the callout numbering system as listed on the daily assignment schedule for each shift.
 - (b) Personnel with the lowest number will be the first called out for daily overtime. When personnel are equal (the same callout number), seniority will prevail; that is, highest seniority will be called first.
 - (c) In determining callout sequence (number) on each daily schedule, Refused Work (RW), No Contact (NC) and Not Available

(NA) charged during the week in progress will be added to the total charges on the weekly schedule.

- 19.7 Switching of assigned personnel in order to create a vacancy to accommodate the next person to be called for a callout will be accomplished providing work based on their job classification is available. Personnel will only be skipped if there is no work available based on their job classification.

Switches which do not change hours of scheduled employees will be made whenever possible. If hours must be changed, a switch to increase hours of the employee being switched will be made before a switch to decrease. The following procedures will apply:

- (a) Even Hours: If the vacancy will not change the hours of the employees concerned, the employee with the least seniority occupying a station which can be worked by the next person to be called will be switched.
- (b) Increased Hours: If the station vacancy will result in increased hours, the highest seniority employee occupying a station which can be worked by the next person to be called will be switched to the vacant station.

- (c) **Decreased Hours:** If the station vacancy will result in decreased hours, switch the lowest seniority employee occupying a station which can be worked by the next person to be called out.

If two stations are occupied by employees who can work the vacant station, switch the employee with the closest hours to the station which is available regardless of seniority.

If a running relief or multiple person station is being switched, including in the event of deactivation, the above method will be used to determine which employee will be switched.

Employees must accept switches of stations to accommodate the next individual to be called out. Subsequent trades of the station may be approved by the Shift Captain or Headquarters Lieutenant in the absence of the Captain.

It is the intent of the parties to make the minimum number of switches necessary to facilitate the callout of the next person on the callout list. It is not intended that switches be made to increase or decrease hours of otherwise unaffected personnel simply because of their seniority.

Any errors in switching which affect the number of hours worked shall be corrected, if possible, upon discovery. The Company, however, shall not incur liability for these types of errors.

- 19.8 SPO I, SPO II or SPO III personnel may be called out to fill assignments without regard to the requirements of paragraphs 20.1 (Reduced Workweeks) and 18.2 (Overtime Compensation).
- 19.9 If an employee on the overtime roster is due for overtime, but has not bid for a preferred five-day schedule, they will still be called in proper order for an unscheduled overtime callout.
- 19.10 Callout guidelines are as follows:
 - (a) Event force out is an exception, paragraph 18.3, CBA.
 - (b) Callout sequence is:
 - (1) Call personnel assigned to the shift where the vacancy exists.
 - (2) Call personnel assigned to other reporting points, same shift.

NOTE: Call backs will be allowed prior to opposite shifts or force outs.

- (3) Force out of on duty personnel. If reasonable and as time permits, personnel will be backfilled and released from this obligation if they so request.
 - (4) Call personnel on the opposite shift, same reporting point, then opposite shift, opposite reporting point, who are not working the shift prior to, or following the overtime shift available by the numbering system.
 - (5) Force out personnel.
- (c) Calls to fill vacancies will be made as soon as possible after becoming aware of the vacancy. Calls for the subsequent shift will not be made after 2300 hours (1100 hours for Baker) or before 0300 hours (1500 hours for Baker). Calls for stations requiring an early callout may be made at earlier times, not to exceed three (3) hours prior to the reporting time. If the person to be called does not live within the greater Las Vegas area, the call should be made as soon as possible to enable personnel to prepare themselves and have adequate travel time.

19.11 Reduced workweek callouts are as follows:

- (a) Whenever possible, personnel on the daily schedule will be switched/reassigned to accommodate a reduced workweek person being called out. This will apply even if a number of switches are necessary. The intent is to provide the maximum number of opportunities for reduced workweek people to work.
- (b) The senior employee who has not had an opportunity to work their shift and reporting point will be called first. Those personnel who refuse a callout, or are a no contact during a reduced workweek will go to the bottom of the reduced workweek callout list and will remain in the reduced workweek callout rotation for their assigned shift and reporting point.
- (c) Work offered on other shifts or reporting points will not be charged with the reduced workweek callout rotation.

19.12 Reduced workweek callout sequence is as follows:

- (a) Reduced workweek personnel from the shift where the vacancy exists, by seniority.

- (b) Reduced workweek personnel assigned to the same shift, other reporting points (LV/NTS).
- (c) Reduced workweek personnel assigned to the opposite shift, by seniority, will be called first to the same reporting point, then to the opposite reporting point.
- (d) If the vacancy still exists, utilize the voluntary overtime callout sequence (4 or more days).

19.13 Computation of overtime is as follows:

- (a) Employees will be charged on the overtime accountability roster for each overtime shift worked. Employees will be charged for work refused (RW), no contacts (NC) and not available (NA) for their assigned shift and reporting point.
 - (1) If an employee is charged “NC”, the time the call was made will be noted on the daily assignment schedule. If the employee has an answering machine, a message to include time of call will be left.
 - (2) An employee who states they are “not available” will be so listed, but will not be charged for an NA unless

the employee's turn actually comes up. (If not charged, the NA will be deleted from the daily schedule). An NA listed is for a twenty-four hour period unless the employee specifies a specific shift.

- (3) If employees are on Union business (UB) when on scheduled days off, they will be called for overtime and charged as appropriate.
- (4) An employee who desires to work overtime but will not be available for immediate contact may indicate their desire to "BOOK" for work.

The employee must state that they are booking for Las Vegas, NTS or both reporting points, in accordance with employee's thirteen week bid.

The employee will be responsible for contacting Headquarters for shift assignment information as soon as they are able but no later than 0300 hours for Able Section or 1500 hours for Baker Section. If the employee fails to contact Headquarters, but as of that time has not been assigned to work, they will lose the privilege

to "BOOK" for the remainder of the present bid period and the entire next bid period.

In all cases, the privilege to "BOOK" will be for whatever station becomes vacant.

If the employee's number comes up, they will be assigned the station which is available based on the reporting point(s) for which they have booked. If the employee has been assigned work and fails to contact Headquarters, they will be replaced on the schedule and charged with a day of Leave Without Pay (LWOP) and will lose privilege to "BOOK" for the remainder of the present bid period and the entire next bid period.

- (5) An employee on any authorized leave or assigned as an acting supervisor for one or more weeks will be charged with the average number total overtime days listed on the overtime accountability roster at the time of their return to work.
- (b) Each Monday morning, the following information will be posted on the current weekly master schedule.

- (1) The column "Total Days Week" will show the number of days overtime worked (over four days), overtime refused, no contacts and not available situations, not to exceed the highest total days worked by anyone for the employee's assigned shift of the preceding week.
- (2) The "13 Week Column" will be posted to include the total for the period from the previous schedule, plus the number of days entered in the "Total Days Week" column.

19.14 General provisions are as follows:

- (a) When notification of vacancies is received near the start of a shift, it is desirable to fill the vacancies with personnel who will be able to report at the regular shift starting time. However, when this cannot be accomplished, out of town personnel who could report to work within two hours of the scheduled time will be offered the callout.
- (b) Normally, pool personnel will be reassigned to a station as required, according to seniority and hours scheduled; that is, the highest senior person will be

assigned to fill the vacancy if more hours are involved. If other considerations are involved, such as a special requirement or ability, the determination will be made by the Shift Captain.

- (c) When a Leave Without Pay (LWOP) is granted in conjunction with a period of one or more weeks of vacation, the LWOP will be treated as vacation time relative to the bid request for days off.
- (d) The completed weekly master schedule will reflect all assignments worked and total hours for all bargaining unit personnel.
- (e) Each Monday copies of all the completed weekly schedules that are forwarded to the Payroll Section will be provided to the IGAN. The Company will provide daily assignment schedules to all Union representatives. The Company will provide special reports which document reduced workweeks and certifications of employees.
- (f) The agreed upon remedy for callout errors will be in accordance with the provision of Article 18.5 of the current Collective Bargaining Agreement (CBA).

ARTICLE 20
REDUCED WORKWEEKS

- 20.1 In the event of reduced manpower requirements which would necessitate a reduction in the work force, employees may be scheduled for a maximum of ten reduced workweeks beginning July 1, and ending June 30, of each contract year.
- (a) For purposes of counting the maximum workweeks, a reduced workweek shall not be any workweek where the employee works forty-eight (48) hours or more, including any leave and compliance pay. Any workweek less than forty eight (48) hours shall be considered a reduced workweek.
 - (b) Under no circumstances, shall any employee be scheduled under thirty six (36) hours in a workweek.
- 20.2 Scheduling of reduced workweeks shall be on an equitable rotation within all SPO classifications with seniority prevailing for days off. Reduced work schedules will be granted first to volunteers, which will not count toward the maximum unless the employee's turn in rotation occurs, then the forced reduced scheduling will begin. Personnel who volunteer

for reduced workweeks will be included in the normal four day callout rotation.

Employees on reduced work schedules will have priority for unscheduled shifts or assignments, based upon seniority, for which they are qualified until they have worked the number of shifts as averaged by other employees. No employee other than those on the reduced schedule will be assigned work on any day in which any employee on a reduced schedule who is qualified and available for assignment is not utilized, unless the latter has already completed or is scheduled for a full normal workweek. However, if operational requirements, as determined by the Company, necessitate the callout or scheduling of special section personnel out of normal rotation, equalization of reduced work schedules for these personnel will be accomplished.

Employees scheduled on a reduced workweek are eligible for premium pay (double time) when called out to work on the opposite shift for their fourth day of work. Pay for the opposite shift would then be computed in accordance with the provisions of paragraph 24.6. In the event the reduced scheduling referred to herein is discontinued before employees have experienced an equal number of such schedules, any future resumption of

reduced schedules will commence at the point in seniority order where the prior reduced scheduling was discontinued.

Accountability of reduced schedules for protective force personnel will be kept separately with equalization attempted within their respective classifications.

20.3 Employees may request reduced work schedules to assist the weekly scheduling process. Scheduling of voluntary reduced workweeks and voluntary five day workweeks during the same week will be allowed without restriction. Bids for voluntary reduced work schedules will be honored provided doing so does not require employees to be forced onto a five day schedule. Voluntary reduced workweeks and forced five day training schedules during the same week will be allowed without restriction. Forced five day training schedules will not occur during forced reduced work weeks.

20.4 If additional reduced schedules (beyond the maximum) are required to avoid a reduction in force in any one year period, the Company and the Union will hold meaningful discussions to determine the feasibility of additional reduced schedules. Approval must be based on mutual agreement.

- 20.5 Nothing in this Article is intended to restrict management's right to lay off in a manner consistent with the other provisions of this Agreement should it be deemed necessary.

ARTICLE 21
REPORTING POINTS AND
DAILY ALLOWANCE

- 21.1 There are two reporting points, as used in this Agreement, which are Mercury and Las Vegas. The Las Vegas reporting point is defined as the station at the facility to which an employee is assigned in Las Vegas.

Reporting points for work assignments as used in this Article do not refer to training assignments in Las Vegas or at other locations for specialized training. For those training purposes, personnel may be assigned to any location within the continental United States.

- 21.2 Except for training purposes, scheduled meetings, or annual physicals or as hereinafter provided, no employee shall be required to report to an established reporting point unless they are scheduled for a full workweek at that reporting point. However, in the event it becomes necessary for the Company to reassign employees to an opposite reporting point due to operational necessity, the reassignment

shall be effected on the basis of seniority and if necessary, qualifications of the employee. Whenever practicable, changes in reporting points during the scheduled workweek will be effected during the employee's scheduled tour of duty. An employee required to change reporting points during a scheduled workweek shall receive daily allowance as outlined in paragraph 21.3, and transportation, if requested.

In the event it is necessary to replace or increase personnel at a reporting point during a workweek, reassigned employees may elect to report directly to their changed reporting point, or to deactivate at that reporting point, instead of at their original one. If employees elect to report directly to a Las Vegas station, they will not receive daily allowance for that day.

21.3 Daily Allowance shall be paid in accordance with Nevada Site Office directives for daily allowance for each day worked or any portion thereof for all employees reporting for duty at Mercury. These daily allowance payments shall not be considered in the computation of overtime.

21.4 Personnel who work six consecutive days or more are eligible for subsidized housing

between the fifth and sixth day and for each consecutive day worked thereafter. In addition, personnel who work a 14 hour or longer shift are eligible to be subsidized for a room used after that shift. The employee must submit to payroll a WSI subsidized NTS housing IOM and a housing receipt, approved by the Captain and the Protective Force Manager, within two weeks of using the room. The employee will be reimbursed in the week following submission at 75% of the actual cost of the room. Should conditions change in the future that make this practice unreasonable, the Company and the Union will meet and discuss continuation of the program.

- 21.5 The Company will provide transportation to Mercury from the North Las Vegas Facility and return, as scheduled at the commencement of this Agreement as long as the routes average a minimum usage of twenty (20) riders a day over a continuous two (2) month period. Transportation may be canceled for under utilization. The routes and pick up points may be varied if a need is established or if mandated by NNSA/NSO. The bus fare is established by NNSA/NSO.

It is understood that transportation canceled due to under utilization caused by temporary, partial or total shutdown of the NTS, or

temporary layoffs, shall be restored after the end of the shutdown or layoff period.

It is agreed that no bargaining unit personnel will be assigned driving duties in connection with the transportation described in this paragraph.

- 21.6 Any employee whose shift is involuntarily extended during their tour of duty, causing such employee to be unable to use transportation specified in paragraph 21.5, shall be provided alternate transportation by the Company as soon as feasible.
- 21.7 Employees already on duty who are required by the Company to use their personal automobile in conjunction with their assigned duties shall be reimbursed at the current mileage rate according to DOE Travel Policy.
- 21.8 The adequacy of the living and dining facilities will be discussed with the Union prior to the establishment of any new reporting points in accordance with Article 45.

ARTICLE 22 GENERAL WAGE PROVISION

- 22.1 Beginning at 0600 hours June 29, 2009, employees shall be compensated according to

the basic hourly rates on the dates indicated in the following schedule. The Union shall notify the Company not more than sixty (60) days, nor less than thirty (30) days prior to June 25, 2012 to request a reopener of the Agreement for the purpose of negotiating base hourly wage and pension contributions to the Defined Benefit and Enhanced Defined Contribution plans.

In the event an agreement cannot be reached, then the provisions of Article 15, No Strikes – No Lockouts, Continuity of Operations are waived.

Armed Personnel	Starting Salary	3.5% 6/29/09	4% 6/28/10	4.5% 7/4/11
SPO Trainee	\$15.00	\$16.00	\$16.00	\$16.00
SPO Probation	\$22.44	\$23.23	\$24.16	\$25.25
SPO I Non-HRP	\$23.41	\$24.23	\$25.20	\$26.33
SPO I	\$24.44	\$25.30	\$26.31	\$27.49
SPO II	\$24.44	\$25.80	\$26.83	\$28.04
SPO III	\$25.77	\$27.00	\$28.08	\$29.34
Limited Duty	\$22.42	\$23.20	\$24.13	\$25.22

22.2 Employees reduced in force and subsequently recalled will be brought back at the current rate of pay for their classification.

22.3 Employees who are temporarily assigned to work in an assignment other than their own for a period of one (1) hour or more shall either receive the rate of pay applicable to the

assignment to which they are assigned or their base rate of pay, whichever one is greater.

- 22.4 Permanent Sergeants will receive an additional \$1.00 per hour as part of their base wage. Employees who are assigned to work in a Sergeant assignment shall also receive the rate of \$1.00 per hour above their regular classification pay.
- 22.5 Vehicle Commanders are compensated at the rate of fifty (.50) cents per hour above regular classification pay. Probationary employees are not eligible for assignment as Vehicle Commander.
- 22.6 SPO II who successfully completes BSPOT, the unclassified portion of Site Specific Training and has a clearance will be compensated at the SPO II rate of pay.
- 22.7 Existing longevity premiums are frozen for employees currently receiving longevity as of July 3, 2006 and will not increase or decrease.

ARTICLE 23 WAGES AND SAVINGS PLANS

- 23.1 Employees will be paid on a weekly basis with Thursday of each week as the designated pay day. During a holiday week, payday will be no later than Friday.

23.2 Voluntary deductions for credit union and savings bonds shall be deposited in the appropriate business establishment in the employee's name on payday.

23.3 The Company will maintain wage records which will be made available to an authorized Union representative for inspection upon request.

23.4 All employees will be paid by direct deposit to a financial institution. Employee pay vouchers will be mailed to the employee's address of record.

Annual allowances, proficiency pay, vacation, retroactive pay, travel reimbursements, etc. will be paid by direct deposit.

23.5 Pursuant to the Stipulation of Agreement reached August 1, 1985, the reciprocity and 401(k) Agreement will remain in effect as long as both parties meet the requirements of stipulation.

23.6 WSI (the "Employer") adopted the WSI/IGAN 401(k) Plan (The "Plan") for the benefit of its employees. Participation in the 401(k) Plan shall be limited to those employees in the eligible class. Eligible class shall mean those employees who are covered by the collective

bargaining agreement in effect between the Independent Guard Association of Nevada Local #1 and the Employer. Any successor to the business of the employer may continue the Plan and such successor shall thereupon succeed to all the rights, powers and duties of the Employer.

- 23.7 The WSI/IGAN 401(k) Plan has been and will continue to be subject to the continuing approval of the Commissioner of Internal Revenue and other state and federal agencies. The terms of the WSI/IGAN 401(k) Plan may be changed from time to time to reflect new laws and regulations.
- 23.8 The responsibility for the management and operation of the WSI/IGAN 401(k) Plan rests with the Plan Administrator in accordance with the Plan.
- 23.9 The Company will provide the weekly payroll deductions relative to each participant and shall deposit the monies weekly with the appropriate trustee.

ARTICLE 24
EXTRA COMPENSATION UNDER SPECIAL
CIRCUMSTANCES

- 24.1 Employees who are scheduled to work other than their normal schedule and are withdrawn

for the convenience of the Company from the schedule twelve (12) hours or less prior to scheduled reporting time will be paid four (4) hours pay at the basic hourly rate.

If the employee is called out in error, they will be assigned a pool station. The Company will attempt to notify the employee of the change as soon as possible.

24.2 Employees who are scheduled to work other than their normal schedule and whose assignments are canceled after they report for duty to such assignments will be compensated as follows:

- (a) If the employee did not stand muster they will receive four (4) hours pay at the basic hourly rate.
- (b) If the employee stood muster, but worked less than eight (8) hours, employees shall receive pay for hours worked at their appropriate hourly rate. In addition, such employees shall receive straight-time pay for the difference between the number of hours actually worked and eight (8).

EXAMPLE: If an employee reports for work on a double-time day and works for five (5) hours, he shall receive double time for five (5) hours (or ten (10) hours straight-

time pay), and in addition, shall receive the difference between five (5) hours and the eight (8) hour guarantee (or three (3) hours straight-time pay), a total of thirteen (13) hours straight-time pay.

24.3 Any employee reporting to or remaining at Mercury at Company request who is affected by Paragraphs 24.1 or 24.2 will receive a daily allowance, as provided in Paragraph 21.3.

24.4 When employees are called to comply with Company regulations during other than their regular tour of duty hours, they shall be compensated for four (4) hours pay at basic hourly rates or for actual time involved if more than four (4) hours. Whenever possible, the Company will process employees being laid off on their last day of work. The Company is not obligated to pay compliance time for certain situations, including, but not limited to, the following:

- (a) Business calls between Company officials and employees when employees are off duty. Business calls include personal contact to determine additional information needed by the Company from an individual employee or other information that was not properly passed on in the form of reports which were missing or incomplete.

- (b) When employees report to the Site Medical Office on their own time without Company direction.
- (c) When employees attempt to achieve the physical fitness standard on their own time after being disarmed in accordance with 10 CFR 1046.
- (d) Collection of information and preparation of Questionnaire for National Security Positions (QNSP) forms, or other certain forms and reports which the Company needs for its operation. However, they may be completed while an employee is on duty provided it doesn't interfere with the employee's job duties.
- (e) Employees in suspension status called in for disciplinary hearings.
- (f) Appointments, treatment or other time spent in relation to Worker's Compensation Claims.
- (g) Obtaining a medical release to return to work.

24.5 Employees required to commence work prior to the established scheduled time for their assigned stations as shown on the schedule

shall be paid double their basic hourly rate for all hours worked prior to such starting time.

Employees, from that shift, called into work late, who cannot report at the scheduled reporting time, shall be paid as though they had commenced work at the normal reporting time.

- 24.6 Employees who work on the opposite shift will be paid at the double time rate for all hours worked on the opposite shift.
- 24.7 A hazard pay differential of fifty cents (\$.50) per hour shall be paid in addition to regular wage rates for time spent underground in tunnels or shafts for a period of one hour or more.
- 24.8 An employee shall receive an additional fifty cents (\$.50) per hour for all hours worked between 1800 and 0600 hours.
- 24.9 When an employee's shift is extended beyond its normal scheduled time at the direction of the Company, for purposes of taking physical fitness tests or required physical exams, such extended time will be paid at time and one-half the basic hourly rate - except as noted in paragraph 18.9.

24.10 When QNSP interviews are requested by DOE during an employee's scheduled shift, the employee will report to their reporting point for assignment until the time of the interview. After the interview, the employee will return to their reporting point for the remainder of their scheduled shift. When an interview is required on a day the employee is not scheduled to work, the employee shall receive four (4) hours compliance pay or actual hours involved if more than four (4) hours.

24.11 In the event work requirements prevent the Company from providing three (3) opportunities to be relieved on duty to participate in the physical fitness program, employees will be compensated for two (2) hours pay at basic hourly rates if they choose to exercise during their off-duty status in the supervised program. This provision is based upon Department of Energy directive (10 CFR Part 1046). In the event the directives are changed, the parties will adjust this provision as directed in accordance with Article 8 of this Agreement. Per DOE directive, dated April 8, 2009, effective as of September 1, 2009, the Physical Fitness Program is unpaid and this paragraph will no longer apply.

ARTICLE 25
LUNCH AND RELIEF

- 25.1 If possible, lunch relief will be provided for stations where unusual traffic conditions exist. In the event the employee can't be relieved for lunch, the employee shall be provided an MRE (Meal-Ready-to-Eat) or equivalent, at that time, at no cost to the employee. Employees may eat on Company time.
- 25.2 When possible, advance notice of a daily assignment schedule change will be given to an employee so that the employee may make preparations for that particular assignment. In the event advance notice is not given, the Company will provide transportation if requested.
- 25.3 As operational and manpower requirements permit, necessary employee personal relief will be furnished when requested.
- 25.4 The Company shall continue its efforts, by requests to the Client, for improvement in available food facilities at the Nevada Test Site.
- 25.5 An employee under this Agreement who works continuously in excess of fourteen (14) hours at the NTS, excluding travel time, shall be provided MRE rations at that time at no cost to

the employee and each sixth hour thereafter.

ARTICLE 26

UNIFORMS AND UNIFORM MAINTENANCE

- 26.1 All uniforms and equipment as required, will be furnished and maintained by the Company, to the extent the Company considers necessary, without cost to the employee. Safety glasses (prescription when necessary) will continue to be provided.
- 26.2 Union membership insignia shall be authorized to be worn on the Company uniform provided that if the client objects such insignia shall be removed when the Company so requests.
- 26.3 Employees are liable for all uniforms and equipment issued to them and expected to properly maintain, secure and safely utilize such equipment. Lost equipment will be replaced at the employee's expense unless extenuating circumstances support no liability on the part of the employee. All uniforms and Company equipment issued to the employee must be returned to the employer upon termination of employment. Failure to comply with this requirement will result in the employee being liable for the cost of the property. Weapons and ammunition are not to be removed from the designated work place unless authorized in the line of duty.

- 26.4 Each year, an annual boot allowance of \$175.00 will be deposited into the employee's direct deposit account the second pay day of July.
- (a) The boot allowance for new hire employees will be paid upon successful completion of basic weapons qualification.
 - (b) If Basic Security Police Officer Training is conducted off-site, the boot allowance will be paid upon graduation from this training.

ARTICLE 27 HOLIDAYS

- 27.1 Employees shall be compensated at their basic hourly rate for twelve (12) hours for the following eleven (11) holidays when not worked:

New Year's Day – January 1

Martin Luther King's Birthday – Third Monday in January

Presidents' Day – Third Monday in February

Good Friday

Memorial Day – Last Monday in May

Independence Day - July 4

Labor Day – First Monday in September

Columbus Day –Second Monday in October

Veteran’s Day - November 11

Thanksgiving Day – Fourth Thursday in November

Christmas Day – December 25

To be eligible for the above holidays, employees must be in pay status or on an excused absence (excluding leaves of absence without pay of one week or more or on sick leave without pay for four weeks or more) at least one of the days falling in the same workweek as the holiday.

- 27.2 With the exception of the New Year’s Day and Christmas holidays, the holiday period will begin at 0600 on the day of the holiday and end twenty-four (24) hours later (0600 the day after the holiday). The holiday period for New Year’s and Christmas Day will begin at 1800 on the eve of the holiday and end twenty-four (24) hours later (1800 the day of the holiday).

- 27.3 Employees who work during a holiday period will be compensated at the rate of two and one-half (2½) times the basic hourly rate.
- 27.4 Single day leaves will not be scheduled for the holidays identified in Paragraph 27.1. When an employee's vacation includes an authorized holiday, an extra days pay of twelve (12) hours shall be granted in lieu thereof.
- 27.5 In addition to the holidays listed, all employees shall be granted recurring or permanent Federal holidays that may be established:
- (a) By Act of Congress of the United States or
 - (b) By proclamation of the President of the United States.

Excluded from this provision are holidays which require the promulgation of a proclamation or resolution each time the holiday is celebrated.

ARTICLE 28 INCREMENTAL LEAVE

- 28.1 Employees may request Incremental Leave for medical appointments and therapy sessions, school or other personal business. Employees must use incremental leave for therapy and medical appointments that cannot be scheduled during nonworking hours.

Requests for incremental leave must be submitted to Headquarters no later than 0800, Wednesday morning, the week prior to the date requested. Approval/disapproval will normally be provided no later than Friday of the same week. Requests will be on a first come first serve basis. Schedules will be annotated with the type of leave taken. Employees using incremental leave will be scheduled a twelve (12) hour station, whenever possible.

28.2 Employees using ISL must produce a medical certificate in accordance with Paragraph 30.5. Incremental sick leave for medical appointments may be taken in the following manner for NTS:

- (a) Request to report up to four (4) hours late for the start of either shift, not to exceed being present and fit for duty at 1000 or 2200, respectively.
- (b) Request to depart up to four (4) hours prior to the end of the shift, 1400 or 0200 respectively. Employees will normally be allowed to depart two (2) hours prior to scheduled appointments unless circumstances require an earlier departure not to exceed four (4) hours prior to the end of the shift.

- (c) Employees using incremental sick leave between 1400 – 1800 (Able) and 0200 – 0600 (Baker) will be scheduled a twelve (12) hour station, whenever possible.
- (d) Employees must provide a copy of the doctor's prescription for therapy to the Protective Force Shift Captain. The prescription must specify the number of sessions per week and the duration of therapy. Those employees who require more than one session per day will not be eligible. A leave request form must be submitted for scheduling weekly therapy.
- (e) Employees who accept overtime may request and be allowed incremental leave as authorized by the Shift Captain.

The LVPF Shift Captain has the authority to independently manage incremental leave. Employees will normally be allowed to depart one (1) hour prior to scheduled appointments unless circumstances require an earlier departure. Under no circumstances, however, will the LVPF Captain exceed the four (4) hour maximum time limit.

28.3 An employee on unscheduled sick leave who subsequently misses work for the entire week

must comply with paragraph 30.10, CBA, with the following exception. If the employee accepts a callout or is scheduled to return to work on Monday, the employee may be allowed to use ISL in order to obtain medical clearance from the Site medical department to return to work. Under this provision, employees will report to the Site medical department and receive clearance to return to work prior to being put into a work status. The employee may use this provision only if the employee has already received clearance from their personal physician to return to work.

28.4 The Shift Captains will manage incremental leave for the protective force. Employees will normally be allowed to depart two (2) hours, exception being the LVPF which is one (1) hour, prior to scheduled appointments unless circumstances require an earlier departure not to exceed the maximum allowed time specified below.

(a) Request to report up to four (4) hours late for the start of either shift, not to exceed being present and fit for duty at 1000 or 2200, respectively.

(b) Request to depart up to six (6) hours (1200) for the NTS or, four (4) for the LVPF (1400), prior to the end of Able shift.

- (c) Request to depart up to two (2) hours (0400) for the NTS or, one (1) hour for the LVPF (0500), prior to the end of Baker shift.

28.5 Approval of incremental leave is contingent on the availability of an on-duty replacement for the employee requesting incremental leave. The Shift Captain will determine the availability of incremental replacements. Examples of authorized actions include (in no specific order of priority):

- (a) Use of a running relief who has completed relief of assigned runners for the day.
- (b) Temporary use of an employee assigned to a special section position, with the concurrence of the supervisor, if possible.
- (c) Use of a "pool" station, if such a station exists.
- (d) Temporary use of employee on special assignment.

Additionally, the Shift Captain may require written documentation from the employee as evidence that the appointment took place.

- 28.6 Incremental leave, once approved, will only be canceled for mission essential reasons as directed by the Protective Force Director or Manager or if the employee's appointment changes or is canceled. Should this occur, specific reasons will be provided, in writing, to the employee and IGAN.

ARTICLE 29 VACATIONS

- 29.1 Effective the first Monday, July 2009.
- (a) Following the date of graduation, Trainees will be credited twelve (12) hours of vacation. Employees who are in active service will accrue two (2) hours of vacation credit for each workweek during their first year of employment.
 - (b) After their first year of employment, employees will continue to accrue two (2) hours of vacation credit for each succeeding workweek of active service.
 - (c) After their fifth (5) year of employment, employees will accrue three (3) hours of vacation credit for each succeeding workweek of active service.
 - (d) After their tenth (10) year of employment,

employees will accrue four (4) hours of vacation credit for each succeeding workweek of active service.

(e) After their fifteenth (15) year of employment, employees will accrue five (5) hours of vacation credit for each succeeding workweek of active service.

(f) After their twentieth (20) year of employment, employees who have achieved ten (10) years or more of service as of July 1, 2001, will accrue six (6) hours of vacation credit for each succeeding workweek of active service.

29.2 Employees will be eligible to use vacation credits as they are accrued. As of July 1, 2006, the maximum vacation that can be carried from one IGAN year to another is 384 hours (8 weeks).

Employees with more than 384 hours as of July 1, 2006, will have their existing balance grandfathered for the term of their employment. Any accruals that exceed the original grandfathered level as of each June 30th will be paid out. If the employee's balance is below the original grandfathered level on June 30th, the decreased level will become the employee's new limit.

Employees are responsible for monitoring their own vacation credits so that an amount over the maximum is not reached. Vacation accruals will be supplied on the weekly pay stubs. Unused vacation credits above the maximum will be paid out.

- 29.3 Vacation leave shall be paid for at the employee's basic hourly rate. When taken in single day increments, vacation may be taken for the scheduled shift, up to a maximum of fourteen (14) hours per day, or fifty-six (56) hours per week. When taking vacation for a portion of the work day, vacation hours and hours worked cannot exceed the number of hours scheduled.

Employees with five (5) or more years of active service may be paid for vacation credits, in lieu of time off, at their election during any one year of employment.

- (a) Employees who have at least 156 hours of vacation accrual may be paid for forty-eight (48) hours of vacation.
- (b) Employees who have at least 300 hours of vacation accrual may be paid for ninety-six (96) hours of vacation.

- 29.4 All vacations will be scheduled at the discretion

of the Company. The Company will arrange the schedule in conformity with the desires of the employees whenever it is practicable to do so. Seniority shall prevail in vacation assignments except for partial week vacations and emergency vacations.

Employees who have been authorized a week or more of vacation may select two or three days off consecutively in conjunction with their vacation in the workweeks prior to, following, or both, without regard to the usual seniority selection of days off. The days off selection shall be honored by the Company, whenever possible. These personnel will not be forced onto five (5) days unless work requirements so dictate.

29.5 The guaranteed vacation program is based on the IGAN contract year (July 1st – June 30th). Regardless of manpower requirements, an appropriate number of employees will be guaranteed vacation each week.

- (a) Only one guaranteed vacation request will be granted for each employee.
- (b) The guaranteed vacation request is for one full week and, if requested, will include the following days off in conjunction:

(1) Two (2) consecutive days off (Saturday and Sunday) prior to the vacation week will be granted;

(2) Two (2) consecutive days off (Monday and Tuesday) the week following the vacation will be granted if available; and

(3) The third consecutive day off prior to (Friday) and following (Wednesday) the vacation week will be granted, if available.

- (c) If employee withdraws the guaranteed vacation request after it has been granted, the employee loses the opportunity to schedule a guaranteed leave for the remainder of the contract year. This, however, does not preclude the employee from submitting a normal or additional vacation request.
- (d) Guaranteed vacations will not be scheduled during the Thanksgiving or Christmas week. Vacation requests for these two (2) weeks will be approved as prescribed in Paragraph 29.4.
- (e) The sign up period will be from May 1st – May 30th. When submitting a request

for guaranteed vacation, employee should submit a 1st, 2nd and 3rd choice.

- (f) At the end of the sign up period, the guaranteed vacation list will be posted on the muster room board. On a first come, first served basis, employees who did not receive their preference or those employees who elected not to sign up during the initial period, may still guarantee a vacation week by requesting it through Headquarters, provided the week is available.
- (g) Under no circumstances will the trading of guaranteed vacation be allowed.

The intent of this program is to guarantee each employee one week of vacation each contract year. However, if manpower requirements cannot be covered for a prolonged period of time due to this program, the Union and Company will discuss the ramifications and revise this program as appropriate.

- 29.6 Written requests for vacations shall be submitted a minimum of three (3) weeks prior to the desired vacation time. Except in high manpower requirements or unusual circumstances, the Company will provide notice of approval/disapproval in a timely manner, normally not later than two weeks

prior to the commencement of vacation. Vacations may be canceled by the Company only under the provisions of Paragraph 17.18 of this Agreement. If requested, advance payment for vacation will be paid separately by direct deposit.

Vacation/leave requests of less than forty-eight (48) hours will be submitted to Headquarters no later than 0800 on Wednesday of the preceding week.

29.7 All hours of vacation shall be paid at the basic hourly rates. Employees who are laid off may elect to leave their vacation credits for future use when they are re-employed. Vacation credits must be withdrawn in their entirety, if requested, during the period of layoff. Upon termination, an employee will be paid for vacation credits accrued at their basic hourly rate.

29.8 Employees on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision, when hospitalized.

ARTICLE 30 SICK LEAVE

30.1 Paid sick leave will only be granted for a bona fide illness or injury. A bona fide injury

or illness is defined as an injury or illness which prevents the employee from working, or for a medical appointment which cannot be scheduled during off-duty hours. Sick leave usage must be approved by the Company and is not to be considered as additional time off or vacation.

- 30.2 On July 1st of every year, employees who are in active status will each receive one hundred and four (104) hours of sick leave. Fifty-two (52) of these hours will be placed in an incidental sick leave account and the remaining fifty-two (52) hours will be placed in a hospital leave account. There is no cap on the hospital leave account; however, there is a cap of two hundred and forty (240) hours on the incidental sick leave account.

Following either the date of graduation from BSPOT (Trainees) or on the date of hire (SPOs from other sites), sick leave will be prorated at the rate of two (2) hours per week until the next July 1st. A maximum of fifty-two (52) hours will be allocated to the incidental account. Any remaining sick leave will be allocated to the hospital account.

- 30.3 Employees will make every attempt to schedule non-emergency appointments prior to or after their scheduled shift or on a day

off. When that is not possible, employees must use the incremental leave policy, as outlined in Paragraph 28.1, and will still be required to produce a certificate from a licensed physician or practitioner.

Hospital sick leave may only be used when an employee is:

- (1) hospitalized,
- (2) confined to their home in lieu of hospitalization by a medical doctor,
- (3) unable to return to work the day after outpatient surgery/procedure as evidenced by a medical doctor, or
- (4) treatment by a medical doctor which requires recuperation for a period in excess of two (2) consecutive workweeks.

30.4 Sick leave shall commence on the first day of illness or the first day of hospitalization, whichever occurs first.

Sick leave shall be paid at the employee's basic hourly rate for a maximum of twelve (12) hours or the number of hours scheduled to work if less than twelve (12) hours. Paid sick leave shall not be considered as time worked for the purpose of computing overtime.

30.5 A certificate may be required, at the Company's discretion, from a licensed physician or practitioner verifying illness / injury or treatment of same. The medical certificate must confirm that the visit took place in reasonable proximity to such illness or injury and that illness / injury prevented employee from working for the specified period of time. Certificates are to be submitted by the employee no later than the first pay period after the absence.

Failure to produce required medical certificates will result in the issuance of a NOPDA for unauthorized absence. Additional non-confidential medical information may be requested to justify absences.

30.6 Employees terminated due to inability to meet the medical standards as set forth in 10 CFR Part 1046 will be paid any accumulated sick leave pay upon termination. The one hundred and four (104) sick leave hours advanced on July 1st will be forfeited, on a pro-rated basis, and only the pro-rated hours up to the date of termination are eligible to be paid as part of accumulated sick leave balances up to the limit set forth in this paragraph. Paid sick leave under this provision may not exceed 1040 hours.

30.7 Sick leave granted for the purposes of

pregnancy and child birth shall be subject to the same provisions as any other bona fide illness or injury.

In the event of illness or disability due to pregnancy, an employee will be granted a leave of absence upon certification by a licensed physician that such leave is required. The use of sick leave credits will be authorized for this purpose to the extent of the employee's accrued credits; thereafter leave of absence without pay will be granted for the remainder of the period the employee is ill or disabled up to a maximum total authorized absence of thirty-nine (39) weeks.

A leave of absence without pay and without benefits may be granted to an employee for reasons of normal pregnancy up to a maximum of twenty-six (26) weeks. Such leave can begin no more than thirteen (13) weeks prior to the anticipated delivery date and end no more than thirteen (13) weeks after delivery, unless a licensed physician certifies her inability to either remain at work up to thirteen (13) weeks prior to delivery, or to return to work within thirteen (13) weeks following delivery, in which event a maximum of thirty-nine (39) weeks total absence will be authorized as specified above.

- 30.8 Employees suffering job-incurred disabilities may use pay from leave accruals to make up the difference between Workmen's Compensation payments received and seventy-five (75%) percent of their wages for a forty-eight (48) hour workweek. The use of accruals to equalize will not constitute active service for anything other than the accrual of a pension credit, if eligible.
- 30.9 Employees on extended sick leave must use their sick leave accruals either in weekly increments of forty-eight (48) hours or in increments of thirty-six (36) hours (seventy-five percent), except as outlined in Paragraph 30.8. Effective November 1, 2009, employees on extended sick leave must exhaust 50% of the hospital account available to them at the start of the period of disability, before STD/LTD benefits are payable under the plan.
- 30.10 Employees must obtain a release to return to work, on their own time, from the DOE designated physician prior to returning to work under the following circumstances:
- (a) Employees will be required to obtain a release to work if they are absent from work due to an illness or injury lasting five or more consecutive days.
 - (1) If an employee calls in sick during the

workweek in conjunction with days off, but returns to work on the next scheduled work day, even though the combined time off may equal five or more days, it is not assumed the employee was sick during their days off. Under this circumstance, the employee will not have to obtain a release to return to work.

- (2) If an employee calls in sick during the workweek in conjunction with days off and also calls in sick on their next scheduled day to work, the sick leave combined with days off will be counted and if five days or more, the employee must obtain a release to return to work.

(b) Hospitalized, regardless of the period of hospitalization.

- 30.11 When Human Resources has been notified that an employee has been returned to full duty, the Company will ensure that the employee is placed back onto the schedule for the remainder of the workweek based on bid preference and seniority to cover unscheduled leaves or unassigned posts if available. Employee will have priority for unscheduled work. If unscheduled work is not available, the employee must take vacation, personal leave or LWOP.

30.12 As a means to control the abuse of sick leave, employees may elect to be reimbursed for, or bank, any unused earned incidental sick leave (maximum of forty-eight (48) hours per year), the second pay period following June 30th each year in which the sick leave was earned. The reimbursement will be at the employee's basic hourly rate.

30.13 Abuse of sick leave shall be grounds for disciplinary action.

ARTICLE 31
MEDICAL DISQUALIFICATIONS/LIMITED
DUTY

31.1 Directives and regulations promulgated by the Department of Energy regarding radioactivity and exposure to radiation shall be adhered to by employees covered by this Agreement and by the Company. Guidance concerning radiation and protective measures will be solicited by the Company from the DOE and the M&O Contractor Health Physics Department whenever required.

31.2 The Company may be required to restrict the duty location of specific employees as a result of radiation exposure or the possibility of harmful exposure based on current DOE standards. These employees will be assigned to another bargaining unit position for which

they can be trained and/or qualified, according to their seniority among other limited-duty employees, and regardless of the seniority of those full-duty employees currently holding these positions. Upon removal of the restriction, employees will be returned to their former positions relative to their bid preference and seniority after successful completion of any required site specific and DOE Order training.

- 31.3 Armed employees who are temporarily unable to carry a firearm for medical reasons may be assigned to a limited duty assignment associated with protective force operations based on the employee's medical restrictions and qualifications. The availability of these positions will be determined on a case by case basis at the Company's discretion and does not create an obligation on the Company's part to return an employee to limited duty work, when appropriate limited duty is not available. Limited duty hours, workweeks and reporting points will be assigned at the Company's discretion based on the nature of the work.
- 31.4 The standard forty-eight (48) hour workweek and/or twelve (12) hour shift may not apply to limited duty assignments.
- (a) If available, employee may be assigned a forty (40) hour workweek of four (4) ten (10) hour shifts.

- (b) Employees assigned to limited duty assignments may be scheduled to work a holiday if required in support of operational requirements. The scheduling of limited duty work that results in less than forty-eight (48) or forty (40) hours of work, whichever is applicable, does not count towards the maximum of ten reduced workweeks per year as prescribed in Article 20.
- (c) If employee has a medical restriction that limits number of hours of work in a day to less than a ten (10) hour shift, employee may be assigned work upon mutual agreement of the Company and the employee with Union notification.
- (d) Physical therapy/medical appointment requirements do not preclude an employee from being assigned to a limited duty assignment. Multiple appointments occurring in the same day will be handled on a case by case basis.

31.5 Employees injured on the job who as a result of the injury are temporarily medically unable to work in armed status may be assigned to limited duty assignments. Limited duty assignments within this category will be by seniority.

31.6 Employees who as a result of a temporary

medical condition, not job related, are unable to work in an armed status may be assigned to limited duty assignments not currently filled by an employee who qualifies under 31.5, above. Limited duty assignments within this category will be by seniority.

- 31.7 The equalization of overtime and callout provisions for personnel scheduled on reduced workweeks will not apply for limited duty personnel unless limited duty assignments are available when they are due to be called out. Switching provisions are applicable.
- 31.8 Employees on limited duty assignments will be included in the reduced workweek rotation if decreased manpower requirements necessitate the scheduling of reduced workweeks for the protective force.
- 31.9 When employees are temporarily assigned to a limited duty assignment in accordance with paragraph 31.3, they will be paid at the limited duty rate for the term of the temporary assignment.

ARTICLE 32 FUNERAL LEAVE

- 32.1 In the event of a death in the immediate family of an employee, the employee will be granted funeral leave for the purpose of making

necessary arrangements or attendance at the funeral; and/or to assist in settling the estate of the deceased. The amount of funeral leave granted to an employee, from 2 days up to 4 days, will be at Company discretion based upon the ability of the employee to substantiate the amount of leave requested (i.e., relationship to the deceased, travel, etc.).

- 32.2 Funeral leave will be paid at the employee's basic hourly rate for a maximum of twelve (12) hours per day or forty-eight (48) hours in a week, not including such employee's days off.

If a death occurs in an employee's immediate family while the employee is on authorized leave, the employee should immediately notify supervision. The employee will be permitted to cancel those days of authorized leave remaining, after notification, and replace those days with funeral leave, provided the employee substantiates the need for the leave.

- 32.3 For the purpose of this Article, the immediate family of the employee is defined as the father, mother, father-in-law, mother-in-law, sister, brother, spouse, children, grandchildren, grandparents, great-grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and stepchildren. The terms father and mother are not limited to the employee's biological

parent(s) but in the absence of a biological parent(s), those persons who are considered by family, friends and/or the community as the parent(s) of the employee will qualify as parent(s) for the purpose of this article.

ARTICLE 33 SPECIAL LEAVE FOR VOTING

- 33.1 Employees are encouraged to participate in early voting, during unscheduled work hours, whenever possible. If early voting is impracticable, employees will be allowed reasonable time off for the purpose of voting at all elections with no loss of pay. The employee must provide a voter's stub or complete WSI Form 394 to be entitled to pay.

- 33.2 Two weeks prior to any election, the Company will post an Election Leave Roster which will be signed by the employees who desire to vote, not later than 0800 Wednesday of the week prior to the election or they will not be relieved from duty.

- 33.3 Employees who work Able Shift at the NTS on Election Day, and have requested to vote in accordance with 33.2, must vote in the following manner:

- (a) Employees assigned to a relief station must report to their reporting point within two (2) hours of poll opening. The employee will be compensated as if they had reported at the regular starting time.
- (b) Employees assigned to non-relief stations must depart Security Headquarters no later than 1600 hours. Transportation to Las Vegas will be provided to employees on Election Day.
- (c) Present proof of voting by absentee ballot or proof of voting at the voting office or a WSI Voting Verification Form (WSI-394) during the two week period preceding Election Day. The employee will receive an additional three (3) hours compensation at the basic hourly rate.

33.4 Las Vegas Able employees assigned to a shift greater than 12 hours must report to their reporting point within one (1) hour of poll opening. The employee will be compensated as if they had reported at the regular starting time.

33.5 If operational requirements prevent the Company from allowing NTS Able Section employees to exercise a listed option, the Union will be advised of any alternative method used to allow the employee to vote.

ARTICLE 34
SPECIAL LEAVE FOR JURY DUTY OR
COURT APPEARANCE

- 34.1 If an employee is called for jury examination or service, or summoned by the court as witness, except as a principal, they shall be paid for time necessarily lost from the regularly scheduled work week as though it was worked. The employee shall promptly notify Headquarters when they receive notification and subsequent verification of jury service or is summoned as a witness, and present to their supervisor the court order, subpoena or summons ordering their appearance in court, or a copy thereof.
- 34.2 All fees paid to employees by reason of such appearance shall be remitted to the Company, or employees may be paid the difference between money received for the period of such duty and the monies they would have received for their regularly scheduled hours during the period involved. At the time employees claim compensation under this Article, they shall also submit some evidence of their attendance in court. Such time shall be considered as time worked for the purpose of computing overtime. As used hereunder, necessary time off means the day of the appearance in court of day shift employees and either the night before or night after the appearance in court for night shift employees, but not both.

- 34.3 Employees required to appear for work related activities before any court or administrative agency by the company, NNSA/NSO or other user agencies during their scheduled shift, will report to their reporting point for assignment until the time of such appearance. After the appearance, the employee will return to their reporting point for assignment for the remainder of their scheduled shift. This provision will apply regardless of whether or not a subpoena has been issued. When such an appearance occurs on a day the employee is not scheduled to work, the employee shall receive four (4) hours pay or pay for actual appearance time involved if more than four (4) hours.

ARTICLE 35 MILITARY LEAVE

- 35.1 An employee who is involuntarily drafted into military service will be granted four (4) hours pay at their basic hourly rate when required to take a pre-induction physical examination which is given during their regular scheduled hours.
- 35.2 Any employee who is a member of a National Guard or military reserve unit and is ordered to active duty for annual training will be paid at one-half (1/2) their basic hourly rate provided the pay from the Company, when added to the

military pay received for each week of active duty, does not exceed the employee's basic hourly rate for fifty-two (52) straight-time hours. Each IGAN contract year, employees are authorized up to a maximum of 144 hours of military leave, not to exceed forty-eight (48) hours in a work week.

The employee must submit, to the company, a copy of their orders to report for active duty under this Article. In addition, in order to verify military duty pay received, employee's will provide a copy of their military Leave and Earning Statement (LES) to Finance within thirty (30) days of their return from military leave. Paid military leave will be converted to LWOP and monies recouped if employee fails to provide a copy of the LES as prescribed.

- 35.3 Any employee who is a member of any branch of the National Guard or reserve of any military unit that is recognized by the state or National Guard as part of the armed forces shall be granted a leave of absence when ordered to active duty. During such absence, the employee will be paid the difference between their basic hourly rate for fifty-two (52) straight-time hours and their government pay and allowances (excluding travel pay) for a maximum of up to two (2) months during any one IGAN contract year.

- 35.4 Military training leave up to twenty-one (21) days, or military emergency leave up to one (1) month, will not affect the employee's vacation pay, sick leave accruals, seniority or pension benefits.
- 35.5 Military leave for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with applicable law without an effect on the employee's reemployment or seniority status.

ARTICLE 36 LEAVE OF ABSENCE

- 36.1 Leaves of absence may be granted without pay, at the discretion of the Company, for a maximum of thirteen (13) weeks with no loss of seniority. A minimum advance notice of four (4) weeks, except in cases of sick leave of absence and emergency, will be required on requests for a thirteen (13) week leave of absence. Except where prior approval is obtained from the Company, an employee who accepts gainful employment while on leave of absence may be subject to disciplinary action up to and including discharge.

The provisions of any other relevant Articles of this Agreement notwithstanding, vacation,

sick leave, insurance benefits and accrual towards wage progression will apply to the first thirty (30) days of such leave. Employees in their probationary period shall not accrue credit toward wage progression during leaves of absence granted under this paragraph.

36.2 An employee who is unable to return to work after an absence of twenty-six (26) weeks because of a bona fide illness or injury (including pregnancy) shall be placed on layoff status for a period not to exceed one year. Seniority will accumulate during both the twenty-six (26) week absence and the extended medical absence. If the employee is subsequently able to return to work, they shall be recalled with full accumulated seniority. The provisions of any other relevant Articles of this Agreement notwithstanding, vacation, sick leave, and accrual towards wage progression will not apply. Insurance benefits shall continue during an extended medical absence up to the point of lay off as long as employee contributions are made as required.

36.3 An educational leave of absence not to exceed one (1) year may be granted to an employee with more than two (2) years of employment. Only seniority will accumulate during such leave.

- 36.4 Leaves of absence of a hardship nature, not including the injury or sickness of the employee, may be granted without pay at the discretion of the Company for a maximum of thirteen (13) weeks with no loss of seniority. Vacation and sick leave accruals, as well as insurance benefits, will apply during this period. The leave of absence may be extended at the option of the Company without benefits.
- 36.5 Employees on any leave of absence, except leave of absence outlined in 36.2, in excess of thirty (30) days may retain their group insurance by paying premiums in accordance with the Company plan.
- 36.6 On the first Monday in July, each covered employee shall receive two (2) Personal Leave Days per year, one day in the contract year for new hires if the hire date is after December 31. Personal Leave Days will be paid for twelve (12) hours each day at the employee's basic hourly rate and may be utilized by the employee for any purpose. Incremental personal leave may be taken. It is understood that such personal leave shall be scheduled at the discretion of the Company.

This leave must be taken within each contract year and must be used prior to vacation accruals. If such leave is applied for and denied by the Company, such leave will remain credited to

the employee until the leave is allowed.

Employees who receive two Personal Leave days per the terms of this Article and who are on Leave Without Pay (LWOP) will not be eligible to use those Personal Leave days unless or until they return to work during the contract year in which the Personal Leave days were earned.

ARTICLE 37

TEMPORARY DUTY AT OFF-SITE LOCATIONS

- 37.1 Personnel assigned by the Company to off-site projects (other than assignments at the Nevada Test Site and in Las Vegas, Nevada) will be covered by the provisions of this Agreement. The wage rates herein shall apply unless the off site base hourly rate is higher, in which case, the higher base rate shall apply.
- 37.2 When staffing off-site projects with employees from the bargaining unit, if possible, the Company will only use employees from this bargaining unit. If, however, additional personnel are required, the Company may employ or assign employees and job applicants from sources other than those covered by this agreement. Under these circumstances, the parties agree that the provisions of this Agreement shall apply to all such personnel used.

A Volunteer list for off-site projects will be established on a thirteen (13) week basis. Volunteers will be selected from the list by the Company based upon seniority and qualifications. Requests for removal from the volunteer list will not be accepted except by mutual agreement between the Company and the Union.

If sufficient Bargaining Unit personnel are unavailable on a volunteer basis for this type of off-site assignment, the Company will direct qualified personnel to work the assignment based on reverse seniority and operational requirements.

For emergency off-site assignments which are time critical (i.e., NEST deployments), the Company will assign qualified personnel who are immediately available and volunteer to work the assignment based on seniority. If no volunteers are available, the Company will assign qualified personnel to the assignment based on reverse seniority, if time permits. In those situations where the departure is so immediate that this personnel selection cannot be facilitated, then those personnel assigned to the location and station(s) of the departure will be assigned to the deployment.

Employees covered by this Agreement shall

not be assigned to any DOE off-site location where a unionized protective security force at that location is engaged in picketing or on strike.

- 37.3 There will be a reasonable period allowed for employees bidding for temporary duty, with a minimum of eight (8) days posted notice except as dictated by 37.2. At the end of each bidding period for off-site assignments, no further bids will be accepted until the existing list of employees desiring off-site assignment has been depleted. Employees bidding for off-site assignments shall not be entitled to withdraw their bids if management has scheduled work in reliance on such bids. When, and if, additional employees are required, a new notice will be posted and the same seniority system will prevail.
- 37.4 The Company will post a seniority list of all employees bidding on temporary duty assignments. Employees desiring to return to their permanent assignment upon completion of their temporary duty shall be returned at the expense of the Company.
- 37.5 Employees desiring to return before completing their temporary duty may do so provided a qualified replacement is available and no additional expense is incurred by the Company

as a result of the early return. Employees desiring to return due to an emergency, when substantiated to the Company, will be returned at Company expense.

- 37.6 When temporary duty manpower requirements are reduced, employees will be returned at Company expense in order of the employee's preference by seniority.
- 37.7 If additional temporary duty projects develop after the assignment of employees to existing temporary duty projects, the employees, so assigned, shall not be reassigned to any other projects until they have completed the project originally bid.
- 37.8 Employees assigned to temporary off-site duty shall continue to accrue seniority. The employee will be returned to their original assignments and shift preference, seniority prevailing, upon completion of temporary duty.
- 37.9 Employees on assignment to temporary duty at off-site locations will be paid per diem in accordance with standard Government travel regulations and U. S. Department of Energy directives or orders. Per Diem rates for temporary duty assignment will be posted on the bid notices.

- 37.10 In addition to being provided transportation, employees assigned to off-site locations will be scheduled for a twelve (12) hour shift on the day of travel. On a travel day, employees will only be paid for actual time spent in travel. If actual travel time is less than twelve (12) hours, employee must account for the remainder of the twelve (12) hour shift with either vacation or leave without pay.

Employees returning to the NTS from TTR, in uniform, may be assigned available work to complete the travel day. Travel pay does not include travel time from accommodations to muster point. All time spent in travel will be considered time worked for pay purposes. Travel time starts two hours before a scheduled flight, and terminates as specified in the off-site posting. Upon return, travel time ends one hour after flight arrival. Travel days will be designated as part of the off-site assignment and employees will not be eligible to bid for on-site assignments on designated travel days.

- 37.11 When and if special uniforms or equipment are needed at an off-site location, they will be furnished by the Company.
- 37.12 Assignment by the Company of personnel who are used on off-site projects which are off-continent will be covered by provisions which

will be negotiated between the Union and the Company.

- 37.13 Logistical and administrative conditions of off-site projects will be reviewed with the Union and input will be considered prior to posting off-site announcements.

ARTICLE 38
INSURANCE, HOSPITALIZATION,
MEDICAL AND DENTAL BENEFITS

- 38.1 Employees may, at their election, enroll in a current Company sponsored group insurance Plan. The employee must complete and sign an enrollment card in accordance with plan provisions, not later than thirty (30) days from their hire date. Coverage will begin upon the employee completing ninety (90) days of employment. Employees are subject to the rules of the Plan(s).
- (a) Employees who are not enrolled during the Initial Eligibility Period (not later than 30 days from their hire date) must wait until the next Annual Enrollment Period to enroll for coverage.
- (b) The present life insurance benefit shall be \$100,000 with a commensurate increase in the AD&D feature. Employees may purchase at their own expense through

payroll deduction additional Life and AD&D insurance up to a maximum of \$100,000 in increments of \$10,000.00. Employees may purchase \$5,000.00 of life insurance per covered dependent. Premiums are subject to change at annual policy renewal, effective November 1 of each year. The cost of premium increases is to be borne by the employee. Employees are subject to all terms and conditions of the Policy. Late subscriber provisions do not guarantee coverage.

- (c) The weekly short term disability benefit shall be \$450 per week for 52 weeks and coordinates with paid leave. Effective November 1, 2009 the weekly short term disability benefit shall be 70% of basic earnings (defined as forty (40) straight time hours per week) up to a maximum of \$1,000 a week for up to twelve (12) consecutive weeks and coordinates with paid leave.

Also effective November 1, 2009 bargaining unit employees will be covered under a Long Term Disability (LTD) Policy. The monthly long term disability benefit shall be seventy percent (70%) of basic earnings (defined as forty (40) straight time hours per week) up to a maximum of \$6,000 a month for up to twenty-four (24) months

if unable to do own occupation or the maximum benefit period as defined in the Plan if unable to work in any occupation. LTD benefits coordinate with paid sick leave and certain other sources of income.

- (d) The maximum Major Medical lifetime limitation shall be \$2,000,000 for the indemnity plan.
- (e) Under the group insurance plan a spouse is defined as a person to whom an employee is lawfully married. A dependent shall be defined as an unmarried child(ren) who is either a full-time student or is living at the permanent residence of the employee and for whom the employee provides over fifty (50) percent in support and maintenance. Coverage shall cease on the dependent child's twenty-third (23rd) birthday. Under the HMO option dependents shall include spouses, and shall also include never married children. Child(ren) over the age of nineteen (19) must be full-time students as defined in the Plan for dependent coverage and such coverage shall cease on their twenty-third (23rd) birthday.

For the purposes of this Article, dependent children shall include unmarried children (never married for HMO option) of a divorced employee who shall have been

ordered by a court to provide health care coverage for such unmarried children. All of the above dependent rules shall apply to such children except that the child(ren) must be living at the permanent residence of either the employee or mother/father.

For the purposes of this Article, dependent children shall also include unmarried children (never married for HMO option) of an unmarried employee. All of the above dependent rules shall apply to such children except that the child(ren) must be living at the permanent residence of either the employee or the mother/father. Coverage under this paragraph is contingent upon acceptance by the carrier based on documentation provided by the employee.

- (f) A basic vision service plan shall be provided.
- (g) A dental plan shall be provided, the highlights of which for the indemnity plan are: \$100 Deductible (3 deductibles per family max.), 100% Preventative (deductible Waived), 80/20 Basic Services, 50/50 Major Services, 50/50 Orthodontics, \$2500 Calendar year benefit, \$2500 Periodontics lifetime, and \$3000 Orthodontic lifetime.

(h) A comprehensive medical plan shall be provided, the highlights of which for the indemnity plan are: \$300 deductible (2 deductibles per family maximum) and a \$3,000 individual out of pocket maximum.

38.2 Employee dependent (spouse and children) coverage shall be provided at the time the employee's coverage begins provided that the necessary enrollment card has been completed and signed not later than thirty (30) days from the employees hire date. Dependents who are not enrolled at that time must wait until the next Annual Enrollment Period to enroll for coverage unless eligible for a special enrollment period as delineated by the Plan(s). Should an employee during their tenure with the Company acquire subsequent dependents (family members who become eligible dependents after the date the employee first becomes eligible), the employee will have thirty (30) days from the date of the qualifying event (i.e., marriage, birth, loss of other coverage) to enroll the new dependent(s). Newly eligible dependents who are not enrolled during the Special Enrollment Period must wait until the next Annual Enrollment Period to enroll for coverage. Dependents are subject to the rules of the Plan(s).

During the life of this Agreement, employees

shall contribute the following towards the premium costs for employee and dependent coverage:

Effective June 29, 2009, fifteen (15%) percent towards the premium cost for employee coverage and twenty-five (25%) percent towards the premium cost for dependent coverage.

- 38.3 No person may be eligible for benefits both as an employee and as a dependent or as a dependent of more than one employee.
- 38.4 A joint Labor-Management Committee will meet to study ways and means to combat rising medical costs and will be called a Health Care Cost Containment Committee. The Committee will consist of two Union representatives and two Company representatives, and will meet at least quarterly. However, the IGAN President or other Company representatives may participate. Union committee members will participate on Company time. Scheduling of meetings is contingent upon work requirements. The Company reserves the right to determine availability of meeting dates.
- 38.5 Insurance claims in dispute by employees will be handled through the appeals procedure outlined in either the indemnity plan or the HMO Plan.

38.6 Subject to DOE approval, for employees retiring on or after July 1, 2006, the Company will provide access only to the self-insured medical plan as outlined below:

- (a) Employees pay 100% of the appropriate premium.
- (b) To be eligible employees must:
 - (1) Have 20 years with the Company; or,
 - (2) Be at least age 55 and have a minimum of 10 years active service.
- (c) Coverage is available for employee and spouse only.
- (d) Once a retiree and/or spouse is eligible for Medicare coverage ends.
- (e) The Company reserves the right to terminate access if future circumstances would require a benefit greater than that negotiated herein. (For example, legislation that would expand coverage beyond what has been negotiated). This Agreement does not impact rights already reserved in the Plan Document.

ARTICLE 39
PENSION PLAN

- 39.1 Effective August 14, 1972, Wackenhut Services, Inc. and Independent Guard Association of Nevada Local No. 1, instituted a Pension Plan for all employees covered by the Collective Bargaining Agreement. Participation in the plan is limited to those employees who meet the eligibility requirements stated therein.
- 39.2 The Pension Plan has been and will continue to be subject to the continuing approval of the Commissioner of Internal Revenue and other State and Federal agencies and the terms of the Pension Plan may be changed from time to time to reflect new laws and regulations.
- 39.3 The responsibility for the management and operations of the Pension Plan rests with a Board of Trustees consisting of an equal number of persons appointed by each of the parties to this Agreement.
- 39.4 The Board of Trustees shall make all decisions with regard to the level of benefits and the sole obligation of the company shall be to contribute \$137 per week of active service beginning June 29, 2009; \$139 per week of active service beginning June 28, 2010 and \$141 per week of active service beginning July 4, 2011 for

all eligible employees who have completed 15 weeks of active service if hired from another site and 30 weeks of active service if a new hire.

Upon termination, vacation accruals that are paid will be considered weeks of active service for contribution purposes. However, such weeks will not be considered as weeks of active service for accrual of other benefits. Accumulated accruals will be divided by forty-eight (48) hours to arrive at weeks of active service.

It is expressly understood that the Company and the Union have bargained for a set level of contributions on the part of the Company and that the Company is not obligated to pay any amount greater than the bargained contribution rate even if the funds provided are not sufficient to pay benefits at the level set by the Board of Trustees.

39.5 It is recognized that the Board of Trustees must approve any desired benefit improvements, based upon their obligations as Trustees under the Employee Retirement Income Security Act of 1974, as amended.

39.6 No dispute or disagreement over the interpretation or application of the Agreement

and Declaration of Trust governing the Pension Plan, or over the interpretation or application of the Pension Plan itself, or over the actions of the Board of Trustees of the Pension Plan shall be subject to arbitration under Article 12 (Grievance and Arbitration Procedure) of this Agreement.

- 39.7 The Company agrees to continue the practice of placing active employee pension trustees in training status for pay purposes for allowing no more than three (3) Union pension trustees and one (1) alternate trustee to attend either the annual educational conference or one (1) other educational seminar sponsored by the International Foundation of Employee Benefit Plans relating to pension trustee responsibilities per calendar year.

It is expressly understood that each such trustee or alternate will receive up to forty-eight (48) hours pay at the basic hourly rate and that if the conference or seminar is less than four (4) days duration, the employee shall receive twelve (12) hours pay for each day attended, including travel time, but shall not be eligible to receive any such pay for any subsequent conference or seminar attended that calendar year.

- 39.8 New hires accepting employment on or after July 1, 2009 are not eligible to participate in the

WSI-IGAN Defined Benefit Plan. Instead they will participate in an enhanced 401(k) plan the key features of which are described below. Employees hired prior to July 1, 2009 are not eligible for the enhanced 401(k) plan.

- (a) New hires will be automatically enrolled, if not already enrolled, prior to the first Employer Contribution.
- (b) To be eligible for an Employer Contribution/ Match, employees must have six months of service.
- (c) The Company will contribute \$1,500 to each employee's account semi-annually on the first pay period in January and July. The Company will increase its annual contribution by an additional one hundred dollars (\$100) per year (i.e. \$50 semi-annually) effective July 1, 2010 and July 1, 2011.
- (d) To receive the employer contribution employees must be employed on December 31st and/or June 30th.
- (e) It is the employee's option as to any further participation in the Enhanced Defined Contribution Plan.

- (f) Employee contributions are subject to IRS annual limitations.
- (g) After six months of service, the Employer will match one-hundred percent (100%) of the first six percent (6%) of an employee's contributions on a payroll basis.
- (h) Participants in the Enhanced Defined Contribution Plan will only be allowed one loan at a time. Safe Harbor Provisions will apply.
- (i) Participants direct the investments of their own accounts.
- (j) Employees are always 100% vested in their own contributions.
- (k) Vesting Schedule for Employer Contributions:

Years of Service	% Vested
Less than 2 years	0%
2 years	25%
3 years	50%
4 years	75%
5 years or more	100%
- (l) Forfeitures occurring if participants terminate employment prior to vesting are applied towards the next scheduled employer contribution.

- 39.9 During the term of the agreement, the parties shall evaluate the feasibility of allowing employees hired before July 1, 2009 to participate in the Defined Contribution Plan in lieu of continuing to participate in the Defined Benefit Plan. If feasible, the parties will attempt to negotiate a memorandum of agreement to allow such participation. This commitment is not subject to grievance and arbitration.

ARTICLE 40 ON-SITE TRAVEL

- 40.1 Any change in the presently-established travel times for security stations or new stations will be implemented only after such travel times have been verified by Union and Company representatives driving the distance together in a government vehicle.

ARTICLE 41 UNION SECURITY

- 41.1 If at any time during the life of this Agreement, a Union shop should be legalized in the State of Nevada, the Union may request the State of Nevada Labor Commission, or other mutually agreed-upon neutral authority, to conduct a secret-ballot election among all then-current employees to determine if the following paragraph shall be approved and become a part

of this Agreement; a copy of this request will be sent to the Company. If, in this election, held after proper prior notification and at a site convenient to all eligible employees, a majority of such employees vote for its inclusion, the following paragraph will become effective the first of the month following the date the affirmative vote is confirmed by the authority conducting the election:

All employees shall, within thirty (30) calendar days after the effective date of this paragraph or within thirty (30) calendar days following the beginning of their employment, whichever is the later, either become members of the Union or pay an agency fee to the Union, and shall thereafter during the life of this Agreement remain members of the Union or pay such agency fee as a condition of employment. Employees required to pay membership dues or agency fees who fail to tender the agency fee or periodic dues uniformly required shall be notified by the Union, in writing, of their delinquency. A copy of such communication shall be sent to the Company not later than fifteen (15) days prior to a request that the Company take final action on any such delinquency.

- 41.2 Except as provided in paragraph 41.1, nothing in this Agreement shall be construed as

requiring any person to become or not become, or to remain or not to remain, a member of the Union as a condition of employment.

ARTICLE 42 SAVINGS CLAUSE

- 42.1 Working conditions and practices that existed at the effective date of this Agreement shall remain in effect. Working conditions and practices must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as fixed, and established practice accepted by both parties. Any grievance submitted under this Article must clearly state and/or define the working condition or practice allegedly violated.

During the term of this agreement, upon the request of the Union or the Company, these working conditions and practices shall be subject to good faith negotiations where it is necessary to address changed circumstances.

- 42.2 Any provision in the Agreement that violates or conflicts with Federal or State laws or regulations shall become null and void. Any provision that shall become null and void shall be immediately open for negotiation to bring it into conformity with Federal or State laws

or regulations. All other provisions of this Agreement shall remain in full force and effect for the life of this Agreement.

- 42.3 The parties agree that State and Federal laws must be adhered to and that proper authorities will be consulted for advice in instances where the meaning of a law is in doubt, or when a dispute arises as to interpretation of a law.

ARTICLE 43 MISCELLANEOUS PROVISIONS

- 43.1 Supervisory employees will not perform the duties of employees in the bargaining unit, except under the following conditions:
- (a) For an immediate necessity when no other personnel are available.
 - (b) When such work is necessary for instruction or training purposes.
 - (c) For personal relief of employees when other qualified employees are not readily available.
 - (d) Emergencies or Acts of God.
- 43.2 The Company agrees to establish in suitable places, readily accessible to all employees,

bulletin boards for the posting of all official Union notices or information provided that nothing of a defamatory nature will be posted. The Union will furnish the Company with copies of all notices and communications posted on the Union bulletin board.

43.3 The term "Active Service" as used throughout this Agreement means being in an employed status (not on layoff, suspension, or leave of absence) as evidenced by the receipt of pay for at least eight (8) hours during a workweek, or being on an excused absence for Union business during a workweek. (It is not intended that the term "Active Service" relate to eligibility for holiday pay under Article 27 of this Agreement.)

43.4 No representative of the Company shall open an employee's locked locker unless the employee and/or Union Representative, if requested by the employee, is/are present. An on duty Union Representative will be present if reasonable under the circumstances. If there is no Union Representative on duty to either be present or name a designee, then the Headquarters or Station 800 Sergeant will be present.

If the employee cannot be reached or, in the absence of an employee, a representative of the Company may open an employee's locked

locker for the purpose of accounting for government furnished equipment and sensitive items.

- 43.5 The Company shall supply the Union President with sufficient copies of this Agreement to furnish each employee a copy. The Company shall furnish a copy to each new employee covered by this Agreement.
- 43.6 No employee covered by this Agreement shall be granted leave without pay for the purpose of working at any location not under the jurisdiction of the NNSA/NSO unless work requirements at the NTS are at a reduced level.
- 43.7 The DOE/NNSA policy on “arrest authority, use of deadly force, and rules of engagement”, and its successor policies, shall apply to employees within the Bargaining Unit. The Company shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of their actions in the reasonable performance of duties performed within the scope of their employment and in accordance with DOE directives and policies.

The Company shall also provide for the legal defense and related expenses of any employee

who has been sued in any civil action as a result of their actions in the reasonable performance of duties performed within the scope of their employment and in accordance with DOE directives and policies.

Employees shall immediately notify the Company of any threatened or pending claims or legal actions falling within the purview of this Article.

43.8 Trading of posts will be allowed when reasonably requested for legitimate reasons, upon approval of the Shift Captain or Headquarters Lieutenant in the absence of the Shift Captain. Once a trade has been approved, it becomes the scheduled post of the employees involved. Requests for trades will not be accepted after a request for unscheduled leave has been submitted.

43.9 Employees assigned to pool stations or unscheduled work may trade across reporting points with the following stipulations:

(a) Trading of posts will be allowed upon approval of the Shift Captain or Headquarters Lieutenant in the absence of the Shift Captain. Once a trade has been approved, it becomes the scheduled post of the employees involved.

- (b) Employees who voluntarily trade across reporting points must report directly to the changed reporting point instead of at their original reporting point.
- (c) Employees who have traded an NTS station for a Las Vegas station are not entitled to a daily allowance for that day.

43.10 Duty assignments may involve air sweeps or transportation by helicopter. If the Company is unable to staff the above flight requirements on a volunteer basis, employees will be directed to fill these assignments without regard to seniority, providing there is no medical reason to the contrary. There will be extra compensation involved in any such air flights in accordance with compensation designated in Paragraph 24.7.

43.11 When an employee takes or attempts to take a human life in the line of duty, the Company will arrange for a mandatory debriefing by a psychologist qualified and experienced in police/shooting incidents.

43.12 Whenever a tunnel is fully operational for security purposes, the Company will request that the M&O Contractor make the necessary arrangements to provide man-trains for station exchange within the tunnel. If a man-train is

unavailable for WSI use at the time of station exchange, security personnel will make the exchange in the normal manner.

- 43.13 Employees will abide by the NNSA/NSO approved Fitness Program Plan including the Random Fitness Qualification Program. Minimum amounts of exercise (exercise prescription) will be prescribed for each employee. Employees who disagree with the prescribed exercise routine, either as too demanding or as too restrictive, may appeal, in writing, to the Physical Fitness coordinator. The Coordinator shall establish, in writing, as to the reasons for the prescription rate and whether it can or cannot be adjusted. If the issue is still in contention, the matter will be discussed by the parties under the provisions of Article 4, Joint Labor Management Committee.

Per DOE directive, dated April 8, 2009, effective September 1, 2009, the Physical Fitness Program is unpaid and will not be included in the 12-hour duty day. On September 1, 2009, Article 43.13 will read: Employees will abide by the NNSA/NSO approved Fitness Program Plan including the Random Fitness Qualification Program.

- 43.14 An annual physical fitness clothing allowance of \$300.00 will be paid to each employee

participating in the DOE/NV Physical Fitness Training Program for the purchase of running attire, running shoes and maintenance. The physical fitness allowance for new hire employees will be pro-rated (\$25.00 per month) based upon the date of hire to the next July 1st.

43.15 Each year, the annual physical fitness clothing allowance will be deposited into the employee's direct deposit account the second pay day of July.

(a) The physical fitness clothing allowance for new hire employees will be paid upon successful completion of basic weapons qualification.

(b) If Basic Security Police Officer Training is conducted off-site, physical fitness clothing allowance will be paid upon graduation from this training.

43.16 In order to provide every armed employee an opportunity to participate in the DOE/NSO approved physical fitness training program, effective September 1, 2009 each armed employee will be provided a contracted annual basic gym membership at either the Las Vegas Athletic Club in Las Vegas or Anytime Fitness in Pahrump.

As an option to the above contracted basic gym memberships, armed employees may purchase an annual basic gym membership at a similar type fitness facility of their choice. Upon receipt of a paid-in-full contract for annual basic membership in a similar type fitness facility, the Company will reimburse the employee the amount of the optional annual basic membership up to an amount of \$300.00 each year.

Employees must submit evidence of paid annual membership to an optional fitness facility no later than July 31st of each year to receive reimbursement in lieu of the provided contract gym membership. Employees that do not provide an optional membership contract to the Company on or before July 31st of each year will receive the appropriate contract membership outlined above.

Should the Company receive evidence that an optional annual gym membership has been cancelled – the affected employee will be required to re-pay the Company's cost of such membership at a pro-rate amount equal to 1/12th of the amount paid by the company for every month, or partial month, of the contract period cancelled. Employees whose optional membership is cancelled will be enrolled in the company provided gym membership for the remainder of this Agreement.

43.17 As an additional incentive for employees to maintain the fitness level required for continued employment as a Security Police Officer, each armed employee who successfully completes the 10 CFR 1046 mandated annual fitness test on the first attempt will be paid an incentive of \$500.00.

Additionally, each employee successfully completing any no-notice or random test on the first attempt will also receive a \$500.00 incentive. This incentive will not be pyramided. Employees already in their window for annual testing who complete their annual test as part of no-notice or random testing (NSO Survey, OIO, etc.) will only receive one \$500.00 incentive.

43.18 Treadmill or track testing for the distance run will be optional and at the runner's discretion unless directed otherwise by DOE.

43.19 The distance run test will not be performed outdoors under the following conditions: temperature is over ninety-five (95) degrees Fahrenheit or the heat stress index is in the moderate range; the wind chill factor is twenty-nine (29) degrees Fahrenheit or less; or when air pollution is at the alert level. Personnel may volunteer to test outdoors when the wind chill factor is between twenty (20) and twenty-nine (29) degrees Fahrenheit and when constant wind speeds are greater than twenty (20) mph.

Climatic factors will be determined by the fitness staff in charge of test based on current information from Mercury/Las Vegas weather services. This data will be recorded on the annual qualification sign off form.

When either climatic conditions mandate or an individual elects treadmill testing, the dash portion of the qualification test will be conducted outside if the climatic conditions do not exceed “moderate risk” on the heat stress index or “minimal risk” on the cold index. The annual qualification sign off form will be documented.

When climatic conditions exceed the “moderate risk” on the heat stress index or the “minimal risk” on the cold index, neither the treadmill nor dash qualification test will be attempted.

ARTICLE 44 SEVERANCE PAY

- 44.1 Subject to the limitations of paragraph 44.1(b) below, employees who are terminated due to failure to meet the medical qualification standards (not the physical fitness test) set forth in 10 CFR Part 1046 shall be paid a severance pay based upon their length of continuous active service. A week of severance (excluding longevity pay) shall be paid based upon forty-

eight (48) straight-time hours per week at the employee's basic hourly rate.

(a) The amount of severance pay for employees terminated as described in paragraph 44.1 will be based upon the employee's length of continuous active service in the bargaining unit and according to the following schedule:

Years of Continuous Active Service	Number of Weeks of Severance Pay
One (1) but less than two (2)	1/2
Two (2) but less than three (3)	1
Three (3) but less than four (4)	1 1/2
Four (4) but less than five (5)	2
Five (5) but less than six (6)	3
Six (6) but less than seven (7)	4
Seven (7) but less than eight (8)	5
Eight (8) but less than nine (9)	6
Nine (9) but less than ten (10)	8
Ten (10) but less than eleven (11)	10
Eleven (11) but less than twelve (12)	12
Twelve (12) but less than thirteen (13)	14
Thirteen (13) but less than fourteen (14)	16
Fourteen (14) but less than fifteen (15)	18
Fifteen (15) but less than sixteen (16)	20
Sixteen (16) but less than seventeen (17)	22
Seventeen (17) but less than eighteen (18)	24
Eighteen (18) but less than nineteen (19)	26
Nineteen (19) but less than twenty (20)	28
Twenty (20) or more	30

(1) Employees who as of July 1, 1993,

have more than twenty-one (21) years of continuous active service shall be paid an additional two (2) weeks pay for each additional year of continuous active service.

(2) Employees who as of July 1, 1993, have more than fifteen (15) years of continuous active service, and who subsequently complete more than twenty-one (21) years of active service, shall be paid an additional two (2) weeks pay for each additional year of continuous active service.

(b) Severance pay will not be allowed in the case of an employee:

(1) Who has not completed at least one (1) year of continuous active service,

(2) Who has not gone through the waiver provisions provided in 10 CFR Part 1046 (unless due to the nature of the employee's medical disabilities, the Company does not process the employee for a waiver),

(3) Who rejects employment at comparable pay and benefits by the Company or a successor company,

- (4) Whose cessation of employment is for reasons other than the employee's inability to meet the medical standards referred to in paragraph 44.1, above.

44.2 Subject to the limitations of paragraph 44.2(b), below, employees who are laid off as part of a reduction in force which exceeds thirty (30) days, shall be paid a severance pay also based upon their length of continuous active service. Severance pay under this paragraph shall be computed in the same manner as described in paragraph 44.1, subject to the limitation contained in paragraph 44.2(a). If employees are recalled prior to payment of severance pay, no severance payment shall be due.

- (a) The amount of severance pay for employees qualifying under paragraph 44.2 shall be one (1) weeks pay based upon forty-eight (48) straight time hours per week (excluding longevity pay) if less than one (1) year of active service, and one (1) weeks pay thereafter per year of service to a maximum of fifteen (15) weeks severance pay.
- (b) Severance pay will not be allowed in the case of an employee who:
 - (1) Accepts transfer to another DOE

facility, subsidiary, or affiliate of the Company,

- (2) Rejects employment at comparable pay and benefits by the Company or a successor company,
- (3) Resigns,
- (4) Is discharged for cause, or
- (5) Voluntarily elects to retire normally.

44.3 Nothing in this Article prevents the Company from offering a separation or retirement incentive.

44.4 Severance pay will not be paid twice for the same period of service. In the event severance pay is paid to an employee who subsequently qualifies for, and is returned to active service within two (2) years of the employee's date of termination for medical reasons, or returned within one (1) year of lay off, the amount of severance pay will be deducted from the employee's subsequent earnings in reasonable amounts per week. If the Company, at the time such employee returns to active service, has ceased to provide security services for the NNSA/NSO (DOE), the succeeding contractor shall be entitled to deduct the total amount of

severance pay received by the employee from the Company in reasonable amounts per week from the employee's wages, and shall remit or otherwise credit the amounts deducted to the Department of Energy, its successor or assigns.

44.5 Breaks in continuous active service shall not result in a forfeiture of accumulated "Years of Active Service" as used in this Article. An employee shall suffer a break in accumulated "Years of Active Service" as used in this Article, if such employee loses their seniority under this agreement.

44.6 Employees who are recalled to work prior to payment of severance pay and who refuse to return to work shall waive all rights to severance pay and be terminated.

ARTICLE 45 NOTICE OF CHANGES

45.1 The Union will be advised of proposed changes in personnel policies and other practices materially affecting working conditions, and which are within the administrative control of the Company, prior to the implementation of such proposed changes.

ARTICLE 46
INFORMATION TO BE SUPPLIED BY
EMPLOYEES

46.1 Employees must notify the Human Resources Section when changes occur that affect personal information, eligibility for work or benefits, and to receive additional information. Changes that must be reported include:

- (a) Address
- (b) Telephone
- (c) Marital Status
- (d) Birth of children
- (e) Eligibility status of covered dependents (newly eligible/no longer eligible)
- (f) Emergency contact information
- (g) Beneficiary information (life insurance, 401(k), pension, etc.)
- (h) Bankruptcy, collection or other negative credit issues.

The following require immediate notification to the supervisor and HR:

- (a) Expiration, revocation or suspension of their State driver's license
- (b) Arrest
- (c) Traffic tickets or fines at or above the level identified by DOE Order
- (d) Use of prescriptions that impair judgment, restrict driving and/or cause drowsiness

46.2 Employees shall verify the above information on an annual basis on a form which the Company shall distribute to each employee. Employees will not be paid in any manner for compliance with this provision.

46.3 The Company requires that employee's activities away from the job must not compromise the Company's interests, create a conflict of interest or perceived conflict of interest or adversely affect their job performance and ability to fulfill all responsibilities to the Company.

No outside employment will be engaged in that conflict with Company interests. Employees must obtain prior approval from the Company before any outside or self-employment is undertaken.

46.4 Employees who fail to report changes to

their insurance information within timelines prescribed by Plan/Company documents will reimburse the company for premiums paid on behalf of ineligible dependents which are not recoverable from the insurance carrier. Employees who fail to meet qualifying event timelines may be unable to add newly eligible dependents until the next open enrollment period.

ARTICLE 47 EMPLOYEE SAFETY

- 47.1 It is the policy of the Company to provide employees a safe working environment free of recognized hazards and in compliance with safety and health standards and with directives promulgated by the Department of Energy and/ or other Federal agencies, as applicable.
- 47.2 The Company and all employees must comply with the mandatory safety and health requirements contained in 10 CFR 851, Worker Safety and Health Program, Subpart C.
- 47.3 It is the responsibility of each employee to be safety-conscious at all times, to perform work in a safe manner, and to comply with all safety and health regulations applicable to any specific work area.

- 47.4 The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this Agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties, if such protective equipment is required by DOE. A copy of DOE directives on the subject of protective equipment will be sent to the Union.
- 47.5 All employees are encouraged to make recommendations in the matter of safety, and have the responsibility to report all observed safety hazards to the Company. The Union and the employees covered by this Agreement recognize that safety is the responsibility of each and every employee. Employees are not to assume that other employees bear the responsibility for their safety on the job.
- 47.6 The Company agrees that government vehicles used by employees should be kept in a safe condition and to report any deficiencies to the M&O Contractor for correction. The Company will make a reasonable effort to provide vehicles with adequate heating and air conditioning. Similarly, the Company will advise the M&O Contractor of any problems

concerning cleanliness and sanitary conditions of housing, locker rooms, workout areas and showers.

- 47.7 Five (5) IGAN representatives appointed by the Union will participate on the Company Safety Committee on Company time, when operationally feasible.

ARTICLE 48 TECHNOLOGICAL CHANGE

- 48.1 In the event of any proposed change in equipment, material and/or methods which may result in a reduction in bargaining unit employees, the Company will advise the Union as far in advance as is feasible. The matter will be discussed by the parties under the provisions of Article 4, Joint Labor-Management Committee. Recommendations may be made by the Committee with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.
- 48.2 The Company recognizes its responsibility to its employees when it becomes necessary to effect any reductions in the work force as a direct result of the introduction of technological changes and/or mechanizations. When feasible,

such reductions shall take place by attrition (i.e., retirement, resignation, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees shall be reduced in force in accordance with Article 16.

ARTICLE 49 WORKING CONDITIONS

- 49.1 Where feasible, permanent or portable fixed stations, excluding tunnels and mobile stations, will be equipped with a microwave, refrigerator, swivel chair(s) and adequate telephone and/or radio communications. Stations that do not have a water fountain within will have a water cooler provided. Employees are responsible for reporting unsafe and/or unserviceable equipment to supervision. All unsafe and/or unserviceable equipment will be replaced as soon as possible.
- 49.2 Where feasible, the Company will provide a portable toilet facility for all stations.
- 49.3 The Company will provide proper relief staffing to all employees when assigned stations (permanent or portable) where the above referenced amenities are not provided.
- 49.4 The Company and IGAN are jointly committed

to striving for the best possible field working conditions for all employees.

ARTICLE 50 ENTIRE AGREEMENT

- 50.1 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.
- 50.2 The Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, wages, hours of work, discipline, and training requirements during the term of this Agreement except as specifically provided for in other provisions of this Agreement. The Union specifically waives any right which it might otherwise have to request or demand such bargaining.

ARTICLE 51 DURATION

- 51.1 This Agreement shall be in full force and effect from 0600 hours July 1, 2009 and shall remain

in effect until 0600 hours on July 1, 2014 and shall continue from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration date or extension mutually agreed to of its desire to terminate or modify this Agreement, provided that no strike or stoppage of work shall take place after such expiration date of this Agreement unless the Union, in writing, notifies the Company at least seventy-two (72) hours and not more than one hundred forty-four (144) hours prior to any contemplated strike or work stoppage.

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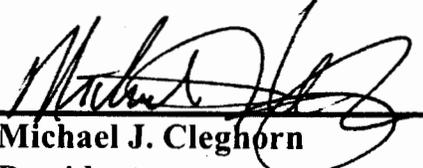
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IN WITNESS WHEREOF,

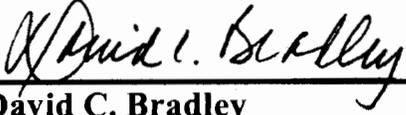
the parties hereto have caused their representatives to sign this Agreement in full acknowledgement of their intention to bound thereby.

FOR:
Independent Guard
Association of Nevada,
Local No. 1

FOR:
WSI



Michael J. Cleghorn
President



David C. Bradley
General Manager

Date: 6/17/09

Date: 6/17/09

**MEMORANDUM OF AGREEMENT
PROGRAMMED VOLUNTARY
RECLASSIFICATION PROGRAM**

This Memorandum of Agreement is effective July 1, 2009 and shall remain in effect during the term of the Collective Bargaining Agreement (CBA) unless changed by mutual agreement of the parties.

1. Purpose: This Memorandum of Agreement (MOA) outlines criteria, restrictions, limitations, eligibility and procedures for programmed voluntary reclassifications between SPO I Non-HRP, SPO I, SPO II and SPO III job classifications within WSI – Nevada Operations (WSI-NV).
2. Criteria: Once a year, Security Police Officers (SPOs) will be allowed to voluntarily reclassify from one job classification to another. Approval of the reclassification will be based on mission requirements, the individual's ability to meet the required standards for the job classification, and is contingent upon the seniority of the employee.
3. Restrictions/Limitations:
 - a. Employees will be reclassified if they: (1) volunteer for, and receive certification in the HRP if required; (2) successfully pass/complete all applicable requirements/

training; and (3) have the seniority to bump into the requested job classification.

- b. Employees may be bumped from their current job classification into another job classification based on the seniority and request of another employee. The affected employee will not be bumped into another job classification if the employee creating the “bumped” situation fails to qualify for the requested reclassification.
- c. When employees are bumped from their current job classification into another job classification based on the seniority and request of another employee, the employee being bumped must successfully meet the requirements for the job classification they are being bumped into or the employee being bumped will lose SPO status and be terminated unless eligible for reclassification under some other provision of Article 8.
- d. Employees, who volunteer for and successfully meet the applicable standards for reclassification, must continue to meet the applicable standards of their new job classification. If the employee fails to maintain the requirements of the new job classification, the employee will lose

their SPO status and be terminated unless eligible for reclassification under some other provision in Article 8.

- e. Employees who request reclassification to SPO III must successfully pass selection, preparatory training and SRTBQC. In addition, these employees are expected to serve at least two years as a SPO III beginning with their completion of all requirements that make them available to work SPO III assignments.
- f. Weapons qualifications and/or physical fitness testing completed as part of this voluntary reclassification process will not be used to incur payment or forfeiture of any allowance, incentive, or qualification programs.
- g. Tactical stress courses for all job classifications will be scheduled during either the last or first half of each year to preclude employees from losing their performance incentive award due to a voluntary change in job classification during the incentive year. Employees must have completed all requirements for the entire year at a specific level of the program to be eligible for payment at that level. As an example: an employee who

completes the first SAQ of the year (or runs the half mile) as a SPO I cannot later become a SPO III and want to be paid for the SPO III level.

4. Eligibility:

- a. SPO I Non-HRP personnel may volunteer for the SPO I, SPO II, or SPO III job classification. Any request for reclassification by a current SPO I Non-HRP person must include the individual's acknowledgement of also volunteering for HRP and understanding that remaining current in the HRP becomes a requirement of continued employment once reclassified.
- b. SPO I personnel may volunteer for the SPO I Non-HRP, SPO II, or SPO III job classification. SPO I personnel volunteering for SPO I Non-HRP must acknowledge they understand approval of their request will include their removal from the HRP.
- c. SPO II personnel may volunteer for the SPO I Non-HRP, SPO I, or SPO III job classification. SPO II personnel volunteering for SPO I Non-HRP must acknowledge they understand approval

of their request will include their removal from the HRP.

- d. SPO III personnel are expected to serve two years in the SRT Program prior to participating in this voluntary reclassification program. SPO III personnel may volunteer for the SPO I Non-HRP, SPO I, or SPO II job classification. SPO III personnel volunteering for SPO I Non-HRP must acknowledge they understand approval of their request will include their removal from the HRP.

5. Procedures:

- a. The Company will post a voluntary reclassification bid sheet for 2 weeks in April of each year. The voluntary reclassification bid sheet is being posted in April to ensure sufficient time for bids to be accepted, results of bidding to be analyzed, affected employees to be notified, requirements/training to be completed, and reclassifications to be completed prior to the September SAQ period.
- b. Once the bid period closes, the Company will review the bids and evaluate each request based on mission requirements and seniority.

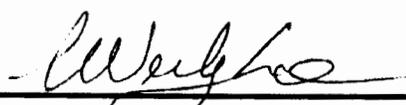
- c. The only reclassifications that will be approved are those that do not negatively impact mission requirements and the employee has the seniority to hold the requested job reclassification. The Union will be advised of all disapproved requests for voluntary reclassification.
- d. The Company will notify all personnel affected by voluntary reclassification, including those approved for reclassification, those not approved for reclassification, and those being bumped to another reclassification based on the seniority and request of others.
- e. Employees affected by voluntary reclassifications will begin the process of successfully meeting the requirements/training for their new job classification.
- f. Employees must maintain their current job classification requirements and training until the final reclassification is completed.
- g. Once all requirements/training for all employees affected is accomplished (but no later than September first), reclassifications will be finalized/completed and employees will begin working in their new job classification.

Employees being bumped into another job classification will be provided the greatest amount of time allowable to complete requirements/training for the new job classification before losing their SPO status, but the time allowed will not be extended to the point it creates a negative impact on mission/operational requirements.

6. Implementation of this voluntary reclassification program as outlined in Article 8 of the CBA and this MOA will enable us to support career progression and longevity as required by DOE M 470.4-3A .

AGREED:
WSI

AGREED:
**Independent Guard
Association of Nevada,
Local No. 1**



C. Wesley Cox, III
Deputy General Manager



Michael J. Cleghorn
President

Date: 5/24/09

Date: 5/26/09

MEMORANDUM OF AGREEMENT SECURITY OFFICERS

In the event the Nevada Nuclear Security Administration, Nevada Site Office (NNSA/NSO) realigns the Protective Force to include Security Officers, this Memorandum becomes effective and shall remain in effect during the term of the Collective Bargaining Agreement, unless changed by mutual agreement of the parties.

1. SPO's who do not meet the medical qualifications for SPO but do meet the medical qualifications for SO as set forth in 10 CFR Part 1046 will be SO's, who will be unarmed protective force personnel, except that they may be equipped with nonlethal weapons. If such employees refuse to accept a SO assignment, they will be terminated and are not eligible for severance pay. In the event no SO positions are available, based on their seniority and qualifications, employees classified as SO's will be reduced in force.
 - (a) Employees reclassified to SO status will be assigned by the Company to designated SO assignments for which they qualify or for which they can be trained, according to their seniority, among other SO's.
 - (b) SPO's may work in SO positions; however,

SO's will not be utilized to fill assignments requiring the carrying of a firearm.

- (c) To the extent possible, nothing contained in the above provisions shall modify the seniority rights outlined in this Agreement by SO's relative to each other and regardless of the seniority of those SPO's currently holding these positions.

Employees who fail to meet the medical qualification standards for SO, as set forth within 10 CFR Part 1046, or other DOE directives, will be discharged unless their physical or medical deficiencies are specifically waived. Employees discharged as described in this paragraph are entitled to medical severance pay under the provisions of this Agreement.

- 2. Tests, when required by the designated physician, will be a part of the physical to be paid for by the Company and administered on Company time. If as a result of these tests, an employee is designated as a SO and the employee secures other medical testing and/or treatment not ordered by the Company, such testing and/or treatment will be conducted on the employee's own time, at the employee's own expense, and will not affect the employee's status except as determined by the DOE designated physician under 10 CFR Part 1046.

3. Any employee reclassified to a SO position, or whose employment has been terminated for failure to meet DOE medical/physical/mental standards, may utilize the appeals procedure provided in 10 CFR 1046, or other applicable DOE directives. The denial of a waiver or appeal by DOE, or the ruling that an employee does not meet the medical/physical/mental qualifications shall not be subject to the provisions of the Grievance and Arbitration Procedure of this Agreement.

4. Unarmed employees will be divided into two (2) sections, one for the day shift and one for the night shift. Their work schedule will consist of three (3) shifts of twelve (12) hours each and one of six (6) hours. The shift of less than twelve (12) hours will be split with the other Security Officer of the same shift and reporting point, i.e., 0600/1800–1200/2400 and 1200/2400–1800/0600. Security Officers will be paid at the appropriate rate.

It is understood that should work requirements change which will allow unarmed employees to again work twelve (12) hour shifts, the Company will make the appropriate adjustments in coordination with the Union.

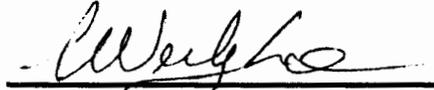
5. Accountability of reduced schedules for security officers will be kept separately with

equalization attempted only within their respective classifications.

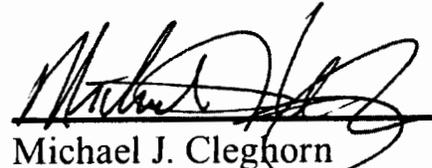
6. Priority for SO positions is given to employees who are permanently disqualified from armed status by the DOE Designated Physician, but determined to meet the standards for SO as outlined in 10 CFR 1046.
7. Employees temporarily assigned to this status will not displace permanently designated SO's. Permanently designated SO's will also have priority for shift and days off preference over employees temporarily assigned to these positions.
8. A Security Police Officer who fails to meet the medical standards (not the physical fitness test) for Security Police Officer, but meets the medical standards for Security Officer and accepts a Security Officer assignment, and who is later reduced in force, shall be eligible for medical severance pay as outlined in this Agreement.
9. SO's will be paid at the Limited Duty rate of pay in accordance with the current CBA.

AGREED:
WSI

AGREED:
**Independent Guard
Association of Nevada,
Local No. 1**



C. Wesley Cox, III
Deputy General Manager



Michael J. Cleghorn
President

Date: 6/2/09

Date: 6/2/09

MEMORANDUM OF AGREEMENT RECLASSIFICATION

This Memorandum of Understanding is effective July 1, 2009, and shall remain in effect during the term of the Collective Bargaining Agreement, unless changed by mutual agreement of the parties.

1. In the event that the Department of Energy directs the Company to reclassify armed Protective Force positions to unarmed, the Company will reclassify employees from armed to unarmed Security Officer status by first soliciting volunteers by seniority. Volunteers will not be accepted from employees qualified in a classification for which requirements exist. If sufficient numbers of volunteers are not received, additional employees will be disarmed in reverse order of seniority, except that employees qualified in a classification in which requirements exist will not be disarmed.
2. If unarmed employees must subsequently be returned to armed status, the Company will solicit volunteers and re-arm volunteers in order of seniority. If sufficient numbers are not received, additional employees will be re-armed in reverse order of seniority.
3. Security Officers, including those reclassified

under the provisions of this Agreement, will not be allowed to participate in physical fitness training.

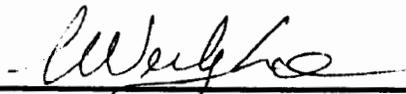
4. When Security Officers are reclassified as Security Police Officers as a result of requirements, they will be allowed not more than 75 days to safely achieve the required standards under 10 CFR 1046.
5. For the purpose of work assignments, there will be no differentiation between Security Officers who are so designated as a result of 10 CFR 1046 and those who are reclassified as a result of disarming.
6. Severance pay will remain as specified in this Agreement with a distinction between severance for those medically disqualified under 10 CFR 1046 and those who are otherwise disarmed.
7. Once involuntary (other than 10 CFR 1046) reclassifications to Security Officer positions have begun under this Agreement, armed Security Police Officers who fail the physical fitness standard outlined in 10 CFR 1046, or fail to qualify with their assigned weapon(s), will be eligible to bump a less senior Security Officer back to armed status. If a reclassification occurs under this provision, either employee is eligible to request reclassification at a later

date provided they meet the standard for the classification requested. The exception to this provision is that an employee who requires remedial training on three (3) consecutive semi-annual qualifications periods, with the same firearm, will be terminated.

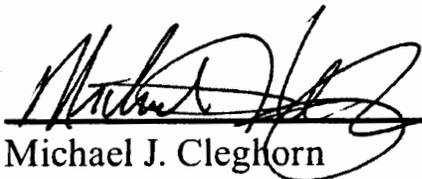
8. SO's will be paid at the Limited Duty rate of pay in accordance with the current CBA.

AGREED:
WSI

AGREED:
Independent Guard
Association of Nevada,
Local No. 1



C. Wesley Cox, III
Deputy General Manager



Michael J. Cleghorn
President

Date: 5/27/09

Date: 5/27/09

Section J, Attachment 14

Nevada Site Office – FY 2011 Performance Evaluation Plan

**U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY
ADMINISTRATION
Nevada Site Office**

**Performance Evaluation Plan
For
Wackenhut Services, Inc., Nevada
Contract DE-AC52-06NA14390**



**Performance Period:
October 1, 2010, through September 30, 2011**

Nevada Site Office – FY 2011 Performance Evaluation Plan

CONCURRENCE
SIGNATURE PAGE

The Performance Evaluation Plan (PEP) for FY 2010 for Wackenhut Services Incorporated, Nevada (WSI, Nevada) under Contract No. DE-AC52-06NA14390 has been coordinated and approved.

Concur:

Mary B. Henry
Mary B. Henry, NNSA/SC
Contracting Officer

8-24-2010
Date

Rayford L. Phifer, Jr.
Rayford L. Phifer, Jr., NNSA/NSO
Assistant Manager for Safeguards & Security

8.25.10
Date

Approved:

Stephen A. Mellington
Stephen A. Mellington, NSA/NSO
Manager

8/25/10
Date

Nevada Site Office – FY 2011 Performance Evaluation Plan

**PERFORMANCE EVALUATION PLAN (PEP)
Nevada Site Office**

**Wackenhut Services Incorporated, Nevada Contract No. DE-AC52-06NA14390
October 1, 2010 through September 30, 2011**

I. INTRODUCTION

- A. Pursuant to the terms and conditions of the Contract, this Performance Evaluation Plan (PEP) sets forth the criteria upon which the Contractor's performance of ALL work under the contract will be evaluated and upon which the award fee determination shall be based.
- B. The PEP is composed of subjective performance objectives.
- C. The following matters, among others, are covered in the contract.
 - 1. The performance period runs from October 1, 2010 through September 30, 2011. This performance plan covers that same period.
 - 2. The base fee for the period is \$1,773,019 and the award fee is \$3,645,035.
 - 3. Up to fifty percent (50 percent) of the total available Award Fee pool for a given evaluation period may be paid to the Contractor provisionally in equal monthly increments of one-twelfth (1/12) of the total available award fee pool amount per month. The final determination of award fee will be made by the Fee Determining Official (FDO), in accordance with the Contractor Performance Evaluation Plan and fee clauses of the contract. In the event that an overpayment results from the payment of award fee on a provisional basis, the Contractor shall immediately reimburse such overpayment to the Government. The total award fee earned and payable under this plan will be determined at the conclusion of the evaluation period by the Fee Determination Official (FDO) within 60 days after the completion of the evaluation period.
 - 4. Assessment of performance against the PEP will be reported in a Performance Evaluation Report (PER).
- D. The FDO is the Administrator, NNSA (NA-1) or the Principal Deputy Administrator (NA-2) in the Administrator's absence.
- E. Fee determinations are unilateral decisions made solely at the discretion of NNSA. The fee determination is binding on both parties and is not subject to appeal under the "Disputes" Clause or any other contract clause.

Nevada Site Office – FY 2011 Performance Evaluation Plan

F. Method for Determining Earned Fee Reported in PER:

1. Fee is earned commensurate with performance as measured by the aggregate percentage of success in achieving the Performance Measures. For each PO, the performance rating and score will be derived by using a three-step process.

STEP 1: The NSO Performance Evaluation Committee will assign an adjectival rating to each Award Fee PO and based on that rating, a numeric rating which corresponds with an associated percentage of award fee earned will also be assigned. The ratings will be consistent with the following rating scale.

OUTSTANDING (Percentage Score Range 90 to 100%): Substantially exceeds the standard of performance in many areas. Performance in critical and mission areas is at a high level and is accomplished in a manner that has substantial positive impact on the mission. Program/Project milestones and deliverables significantly exceed either or both of the budget and schedule expectations.

GOOD (Percentage Score Range 80-89%): Exceeds the standard of performance in many areas. Performance in critical and mission areas remain at a high level although there may be room for improvement in some areas. Program/Project milestones and deliverables exceed either or both of the budget and schedule expectations.

SATISFACTORY (Percentage Score Range 60-79%): Meets the standard of performance although there may be some areas requiring improvement but do not substantively affect overall performance. Program/Project milestones and deliverables are accomplished within budget and schedule.

UN-SATISFACTORY (Percentage Score Range 0-59%): Does not meet the standard of performance in one or more areas. Deficiencies are serious, may affect one or a combination of mission, operations or cost.

STEP 2: The adjective and numeric ratings assigned to POs may be adjusted upward (within the available award fee) or downward based on observed performance in key aspects of day-to-day performance not specifically addressed by the PO. While not intended to be all encompassing, performance reported as “Other Considerations” will reflect those key achievements and/or deficiencies, which are not covered by the PEP. The PER will identify Other Considerations, if any, and will reflect rationale for any such adjustments to the adjectival and numeric ratings assigned to the PO.

STEP 3: The numeric ratings assigned to each PO will be multiplied by the PO weight to arrive at each PO's weighted score. Those scores will be summed to yield a total performance score measured against the PEP

Nevada Site Office – FY 2011 Performance Evaluation Plan

performance standards. The total performance score will also be the percent of recommended award fee earned, except for a rating of unsatisfactory, which will not warrant any award fee earned.

2. FDO Award Fee Determination:

Percentage weights shown in this document are quantifying devices. Their sole purpose is to provide guidance to the Fee Determination Official in arriving at a general indication of the amount of award fee that could be earned.

In the process of determining award fee, the FDO has the discretion to make adjustments to the recommended award fee provided that any upward adjustments are within the total available award fee. If the FDO elects to use this discretion and the fee determination varies either upward or downward from the Site Office's recommendation, the rationale for the change will be documented in the letter to the Contractor that transmits the final PER

G. Definitions

Performance Objective: A statement of desired results for an organization or activity.

Performance Measure: A quantitative or qualitative method for characterizing performance.

Significant: This term indicates a major event or sustained level of performance which, due to its importance, has a substantial impact on the Contractor's ability to carry out its mission.

Notable: This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event but nonetheless deserves recognition.

H. Change Control

The content of the PEP can be revised through mutual agreement between NNSA/NSO and WSI via a formal change control process. Changes to the PEP can only be made upon approval of the CO. The NNSA/NSO organization responsible for monitoring performance must initiate the change using the PEP Change Request Form.

There are certain instances when changes to program mission, milestones and or requirements may be beyond the control/influence of either NNSA/NSO or WSI. The contractor will not be held responsible for delays in completion of expected performance that is beyond their control or influence. When delays are within the contractor's control or influence, assessment of the contractor's performance will be in accordance with the performance measures and fee detailed in the PEP.

Nevada Site Office – FY 2011 Performance Evaluation Plan

II. PERFORMANCE OBJECTIVES

The following Performance Objectives and Criteria are the areas of the Contractor's performance to be evaluated during the evaluation period covered by this Plan. The Contractor is expected to fully perform all requirements of the Contract. Aspects of performance not covered by these objectives will still be evaluated. In addition, the Contractor's performance in all areas of the Contract will be considered by the Fee Determination Official in the final award fee determination for the evaluation period.

2011 Performance Objectives have been given the following weights and values:

MYSO Goal 1.0 Support the NNSA Enterprise through DNS Management Excellence.	PO	2
MYSO Goal 2.0 Implement security reform to improve mission effectiveness and drive cost efficiency.	PO	12
MYSO Goal 3.0 Drive cost efficiencies through reducing the Security Footprint.	PO	2
MYSO Goal 4.0 Realize operational efficiencies through modernization or operational/process improvements.	PO	5
MYSO Goal 5.0 Maintain and sustain effective S&S programs in all functional areas (PM&S, Information Protection, MC&A, Pro Force, Per Sec, Physical Sec, SAP and Cyber Security).	PO	45
MYSO Goal 6.0 Recruit, sustain, and exercise the talents of people and critical skills.	PO	10
MYSO Goal 7.0 Development and implement a best practices and lessons learned process to identify actions to increase effectiveness and efficiency.	PO	2
MYSO Goal 8.0 Implement an effective compliance, performance-based, and transparent Contractor Assurance System (CAS) in accordance with Corporate requirements.	PO	10
NSO Goal 1 Develop, publish, and maintain policies, plans, and procedures that effectively implement the guiding principles and core functions of the Integrated Safety Management System (ISMS) and ensure compliance with the Worker Safety and Health Program (WSHP) as required by 10 CFR 851.	PO	10
NSO Goal 2 Provide an Emergency Management Program	PO	2
Total		\$3,645,035.00

Nevada Site Office – FY 2011 Performance Evaluation Plan

III. Performance Measures, Criteria, and Metrics

Specific performance measures have been established for each objective listed above. In addition, criteria and metrics have been determined by which contractor performance may be objectively measured. This information follows as Attachment 1.

Program Execution Guidance Goals Performance Objectives and Measures

WSI Nevada Team
FY 2011

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May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552), exemption number and category: **Exemption 4, Commercial/Proprietary.**

Department of Energy review required before public release

Name/Org: Susan Nance/WSI Nevada
Guidance (if applicable) N/A

Date: 6/1/2010

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MYSO Goal	Performance Measure	Objectives	Metric	Responsible WSI Nevada Director/Manager
MYSO Goal 1.0	Support the NNSA Enterprise through DNS Management Excellence.			
1.1	Provide transparency into the security budget formulation and execution activities. Site FS-20 budgets must align with NNSA Field CFO issued costing principles. Work-for-Others full cost recovery must be exercised as directed by the NNSA Field CFO.			
1.1.1		<p>a. FS-20 Budget Request provides 100% linkage of resources (dollars and FTE) to annual operating plan (AOP) work packages/activities. Annual DNS operational and funding Resource Data Call NSO submission.</p>	<p>Participate in all budget priority meetings to define prioritized listing of requirements and assist in identifying At Target, Decrement, and Over Target requirements.</p> <p>Meets Metric - WSI Nevada is represented at all applicable budget meetings.</p>	DCFD
		<p>b. Progress is tracked and reported to DNS at Quarterly Program and Budget Reviews. Provide reports, budget submittals, invoices, and other documents as outlined in the applicable contract.</p>	<p>Quarterly metric budget versus actual cost data, AOP changes, major site accomplishments, funding issues.</p> <p>Meets Metric - All required deliverables and recurring reports provided to NNSA/NSO and/or Contracting Officer on schedule.</p>	DCFD

Program Execution Guidance (PEG) Goals, Performance Objectives and Measures for FY 2011, WSI Nevada Team

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
1.2	Incorporate traceability across all security planning documentation, i.e., Annual Operating Plans (AOP), Budget Requests, Site Safeguards and Security Plan, Performance Evaluation Plans, including Performance Based Incentives, etc. Site Office approved AOPs must be provided to DNS by 1 August for the following Fiscal Year (i.e. 1 August 2010 for FY 11).			
1.2.1	Trace security planning documentation through FS-20 funding priorities as approved by AMSS.		Submit budget inputs to AMSS by the due date. Submission provides a clear and comprehensive explanation of the NSO security budget and resource requirements with direct linkage of resources including full time equivalents (FTEs), at target funded requirements, over target unfunded requirements, and associated impacts, and budget out-year requirements in support of the Planning, Programming, Budgeting, and Evaluation (PPBE) process, and consistent with the DNS FY Program and Resource Guidance.	DCFD
1.3	Provide 100% linkage of resources, i.e., Full Time Equivalent (FTE) and subcontractors to AOP work packages/activities.		Meets Metric - Annual Data input submitted to AMSS in sufficient time to meet the NA-70 published suspense date.	
1.3.1	Essential Goal: Maintain effective performance, while completing milestones on schedule and within budget. Stretch Goal: None.	Final approved AOP is provided to Defense Nuclear Security by suspense date. Approved task plan is incorporated into AOP. 1. Prepare draft 2. Prepare final 3. Submit final	Meets Metric - WSI Nevada maintains effective performance while completing milestones on schedule and within budget.	DCFD
1.3.2			Meets Metric - Approved task plans incorporated into AOP.	DCFD

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MYSO Goal	Performance	Outputs	Metric	Responsible WSI Nevada Director/Manager
MYSO Goal 2.0	Implement security reform to improve mission effectiveness and drive cost efficiency.			
2.1	Implement program improvement tied to NNSA security standards.			
2.1.1	Essential Goal: Security plans, policies, and procedures are to be updated to reflect NNSA security policy by FY 2011 or as stated in the NNSA security policy. Stretch Goal: None.	Meets Metric – WSI Nevada Security plans, policies, and procedures are to be updated to reflect NNSA security policy (NAP) by the end of FY 2011.	DPOD	
2.1.2	Protective Force will manage scheduling for the base mission in accordance with the approved 70-hour deviation.	Metric will track average scheduled work per week, per SPO, for base mission, excluding above base mission requirements, in accordance with the approved 70-hour deviation. Outstanding – 65 hours or less Good – 66 – 70 hours Satisfactory – 71 – 75 hours Unsatisfactory – 76 hours or more	MQAS	

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
	2.1.3	<p>a. Maintain a property accountability program that captures and tracks 100% of all government furnished property assigned to the NSO contract.</p>	<p>Inventories will be conducted for property not accounted for and reported on a Lost, Damaged, and Destroyed Report, in accordance with internal procedures.</p> <p>1) Conduct required monthly inventories.</p> <p>Outstanding – 99% - 100% accountability. Good – 97% - 98% accountability. Satisfactory – 95% - 96% accountability. Unsatisfactory – Less than 95% accountability.</p> <p>2) Conduct 25% quarterly inventories.</p> <p>Outstanding – 99% - 100% accountability. Good – 97% - 98% accountability. Satisfactory – 95% - 96% accountability. Unsatisfactory – Less than 95% accountability.</p> <p>3) Conduct 100% annual inventories.</p> <p>Outstanding – 99% - 100% accountability. Good – 97% - 98% accountability. Satisfactory – 95% - 96% accountability. Unsatisfactory – Less than 95% accountability.</p>	<p>MSS</p> <p>MSS</p> <p>MSS</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Managers
		<p>b. Maintain a property accountability program that captures and tracks 100% of high-risk property assigned to the NSO contract.</p>	<p>Inventories will reflect WSI Nevada's assigned high-risk/sensitive property reconciled to actual on-hand quantities.</p> <p>Conduct 100% monthly accountability of assigned, high-risk/sensitive property.</p> <p>Outstanding – 99% - 100% accountability. Good – 97% - 98% accountability. Satisfactory – 95% - 96% accountability. Unsatisfactory – Less than 95% accountability.</p>	MSS
	2.1.4	<p>a. Conduct monthly Limited Scope Performance Tests (LSPT), quarterly Alarm Response and Assessment Performance Tests (ARAPT), and quarterly Integrated Performance Tests (IPT) in accordance with the NSO approved performance testing schedule or approved schedule deviation.</p>	<p>Metric will indicate LSPTs, ARAPTs, and IPTs conducted as scheduled in comparison with approved schedule deviation. Include an explanation and impact statement for tests scheduled but not conducted.</p> <p>Outstanding – 90% - 100% Good – 80% - 89% Satisfactory – 60% - 79% Unsatisfactory – Less than 60%</p>	MPTAS
		<p>b. Conduct performance testing data collection activities as requested in support of the VA and SSSP in accordance with the approved performance testing schedule or approved schedule deviation.</p>	<p>Metric will indicate data collection activities conducted as scheduled in comparison with the approved schedule deviation. Include an explanation and impact statement for tests scheduled but not conducted.</p> <p>Outstanding – 90% - 100% Good – 80% - 89% Satisfactory – 60% - 79% Unsatisfactory – Less than 60%</p>	MPTAS

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Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
	<p>c. Conduct annual Security System LSPTs in accordance with the NSO approved performance testing schedule or directed schedule deviation.</p>	<p>Metric will indicate Security System Performance Tests conducted as scheduled in comparison with approved schedule deviation. Include an explanation and impact statement for tests scheduled but not conducted.</p> <p>Outstanding - 90% - 100% Good - 80% - 89% Satisfactory - 60% - 79% Unsatisfactory - Less than 60%</p>	MPTAS
	<p>d. Conduct performance tests on essential elements as identified in the SSSP in coordination with the VA team and in accordance with the approved performance testing schedule or approved schedule deviation.</p>	<p>Metric will indicate essential elements performance tests conducted as scheduled in comparison with approved schedule deviation. Include an explanation and impact statement for tests scheduled but not conducted.</p> <p>Outstanding - 90%-100% Good - 80% - 89% Satisfactory - 60% - 79% Unsatisfactory - Less than 60%</p>	MPTAS
	<p>e. Conduct annual full scale Force on Force exercise of CAT I facilities. Analyze site specific protection strategies in support of the SSSP.</p>	<p>Meets Metric - Indicate annual full scale performance test conducted as scheduled in comparison with approved schedule deviation. Include an explanation and impact statement for tests scheduled but not conducted.</p>	MPTAS

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MYSO Goal	Performance	Criteria	Measures	Responsible WSI Nevada Director/Manager
	2.1.5	<p>Physical Security Systems: a. Interior and Perimeter Intrusion Detection and Assessment System (PIDAS) (Nuclear) as identified in MIP meet effectiveness and efficiency expectations.</p>	<p>1) Conduct preventative maintenance as scheduled. Outstanding – 10% or less falling in grace period. Good – 20% or less falling in grace period. Satisfactory – 40% or less falling in grace period. Unsatisfactory – More than 40% falling in grace period or any late.</p> <p>2) Conduct operational testing as scheduled. Outstanding – 10% or less falling in grace period. Good – 20% or less falling in grace period. Satisfactory – 40% or less falling in grace period. Unsatisfactory – More than 40% falling in grace period or any late.</p> <p>3) Conduct effectiveness testing as scheduled (not impacted by facility access/operations or AMSS prioritization). Outstanding – 10% or less falling in grace period. Good – 20% or less falling in grace period. Satisfactory – 40% or less falling in grace period. Unsatisfactory – More than 40% falling in grace period or any late.</p>	<p>ESSM</p> <p>ESSM</p> <p>ESSM</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>4) Respond to on call corrective maintenance issues as required.</p> <p>Outstanding – 90% - 100% of responses within three hours or less with none exceeding four hours. Good – 80% - 89% of responses within three hours or less with none exceeding five hours. Satisfactory – 60% - 79% of responses within three hours or less with none exceeding six hours. Unsatisfactory – Less than 60% of responses within three hours or less or any exceeding six hours.</p> <p>5) Maintain False Alarm Rates (FAR) within established criteria (excluding UNITY and PECOS System related failures).</p> <p>Outstanding – Less than 70% of established FAR. Good – 71% - 80% of established FAR. Satisfactory – 81% - 100% of established FAR. Unsatisfactory – Greater than 100% of established FAR.</p>	<p>ESSM</p> <p>ESSM</p>

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
		<p>Physical Security Systems: b. Interior Intrusion Detection Assessment (Non-Nuclear) as identified in MIP meet effectiveness and efficiency expectations.</p>	<p>1) Conduct preventative maintenance as scheduled. Outstanding – 10% or less falling in grace period. Good – 20% or less falling in grace period. Satisfactory – 40% or less falling in grace period. Unsatisfactory – More than 40% falling in grace period or any late. 2) Conduct operational testing as scheduled. Outstanding – 10% or less falling in grace period. Good – 20% or less falling in grace period. Satisfactory – 40% or less falling in grace period. Unsatisfactory – More than 40% falling in grace period or any late. 3) Conduct effectiveness testing as scheduled (not impacted by facility access/operations or AMSS prioritization). Outstanding – 10% or less falling in grace period. Good – 20% or less falling in grace period. Satisfactory – 40% or less falling in grace period. Unsatisfactory – More than 40% falling in grace period or any late.</p>	<p>ESSM</p> <p>ESSM</p> <p>ESSM</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>4) Respond to on call corrective maintenance issues as required.</p> <p>Outstanding – 90% - 100% of responses within three hours or less with none exceeding four hours.</p> <p>Good – 80% - 89% of responses within three hours or less with none exceeding five hours.</p> <p>Satisfactory – 60% - 79% of responses within three hours or less with none exceeding six hours.</p> <p>Unsatisfactory – Less than 60% of responses within three hours or less or any exceeding six hours.</p>	<p>ESSM</p>
			<p>5) Complete deployment of the Enterprise Building Integrator (EBI) alarm system on non-nuclear facilities and phase out use of UNITY alarm system by 30 September, 2011.</p> <p>Exceeds Metric – EBI fully deployed and UNITY is phased out prior to 30 September, 2011.</p> <p>Meets Metric - EBI fully deployed and UNITY is phased out by 30 September, 2011.</p>	<p>ESSM</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
		<p>Physical Security Systems: c. Security Alarm Installations meet effectiveness and efficiency expectations.</p>	<p>Install security alarms in accordance with established priorities and 40-hour work week schedules as coordinated with AMSS. Outstanding – 90% - 100% of scheduled installations are completed within scheduled timeline. Good – 80% - 89% of scheduled installations are completed within scheduled timeline. Satisfactory – 60% - 79% of scheduled installations are completed within scheduled timeline. Unsatisfactory – Less than 60% of scheduled installations are completed within scheduled timeline.</p>	<p>ESSM</p>
		<p>Physical Security Systems: d. PIDAS meets effectiveness and efficiency expectations.</p>	<p>Complete engineering installation and maintenance activities in accordance with established priorities and 40-hour work week schedules as coordinated with AMSS. System performance meets requirements. Outstanding – 90% - 100% of scheduled work is completed within scheduled timeline. Good – 80% - 89% of scheduled work is completed within scheduled timeline. Satisfactory – 60% - 79% of scheduled work is completed within scheduled timeline.</p>	<p>ESSM</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
		<p>Physical Security Systems: e. SNM/Explosive Detection meets effectiveness and efficiency expectations.</p>	<p>1) Meets Metric – No unauthorized removal of SNM from the DAF. 2) Meets Metric – No unauthorized explosives introduced in the DAF. 3) Maintain 70% pass rate on Hand Held SNM detector LSPTs. Exceeds Metric – 90% or higher pass rate. Meets Metric – 70% - 89% pass rate. 4) Maintain 70% pass rate on explosive detector LSPTs. Exceeds Metric – 90% or higher pass rate. Meets Metric – 70% - 89% pass rate.</p>	<p>DPOD DPOD MPTAS MPTAS</p>
	2.1.6	<p>Information Security Program: a. Provide TSCM Program Management services to the M&O contractor in accordance with DOE M 474.4, Section E, TSCM, and the NSO Annual TSCM Plan. Services will meet effectiveness and efficiency expectations.</p>	<p>Provide TSCM Program Management Services. Exceeds Metric - The TSCM Officer will identify unique solutions to TSCM requirements, including those that provide cost savings or avoidances. Meets Metric – The TSCM Officer will submit requests for TSCM Services within three days of receipt, including annual submission of a list of facilities requiring TSCM Services.</p>	<p>AGM</p>

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Program Execution Guidance (PEG) Goals, Performance Objectives and Measures for FY 2011, WSI Nevada Team

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MYSO Goal	Performance Objectives	Criteria	Metric	Responsible WSI Nevada Director/Manager
		<p>Information Security Program: b. Provide advice and assistance for facilities housing, classified discussions, and processing activities which meet effectiveness and efficiency expectations.</p>	<p>Provide TSCM advice and assistance as requested. Exceeds Metric – Identify unique solutions to TSCM issues that allow for reduced costs or accelerated schedules. Meets Metric – Provide advice and assistance as requested.</p>	<p>AGM</p>
		<p>Cyber Security Program: Maintain viable cyber security program. No enforcement actions resulting in administrative fines. Provide required reports as directed by HS-40, Office of Enforcement and Oversight, and NNSA/NSO guidelines.</p>	<p>1) Provide accurate responses for NNSA/NSO Data Calls by suspense date. Exceeds Metric - Provide recurring Data Call Submissions to AMSS within 5 working days of receipt. No clarification or corrective actions identified. Meets Metric – Provide recurring Data Call submissions to AMSS by the suspense date. No significant clarification or corrective actions.</p>	<p>MIS</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>2) Establish an operational and responsive incident handling program for WSI Nevada Information Technology Systems. Include adequate detection, analysis, containment, recovery.</p> <p>Meets Metric – Incident handling program includes adequate detection, analysis, containment, and recovery.</p>	MQAS
			<p>3) Identify a primary and alternate point of contact to act as the focal point for security events and incidents.</p> <p>Meets Metric – Primary and alternate points of contact are identified to AMSS.</p>	MQAS
			<p>4) Track, document, and report incidents to the AMSS within prescribed response times.</p> <p>Meets Metric – Incident reports are submitted to AMSS within prescribed timeframes and require no significant clarification or corrective actions.</p>	MQAS

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MISO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>5) Provide monthly reports of all incidents/intrusion activity to AMSS (include negative reporting). Complete required remediation action within five days of identification.</p> <p>Meets Metric – Monthly incident/intrusion activity reports are provided to AMSS and remediation actions are completed within five days of identification.</p>	MQAS
	2.1.7	<p>Personnel Security Program: a. Maintain an acceptable rejection rate (less than 3%) of clearance packages submitted to the NNSA Service Center for processing.</p>	<p>N/A to WSI Nevada.</p>	PAI
		<p>Personnel Security Program: b. Submit AL form 470.1 for scheduled reinvestigations to PAI within established timelines to meet effectiveness and efficiency expectations.</p>	<p>Meets Metric – Display number projected versus those completed with an explanation for any variance.</p>	DHRD
		<p>Personnel Security Program: c. 30% of all non-Human Reliability Program (HRP) clearance candidates and holders are randomly drug tested annually.</p>	<p>Meets Metric – Comply with 30% annual testing requirement. Display the percentage of the population tested.</p>	DHRD

Program Execution Guidance (PEG) Goals, Performance Objectives and Measures for FY 2011, WSI Nevada Team

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
	<p>Personnel Security Program: d. Eligible recertification packets are submitted 45 working days prior to anniversary date.</p>	<p>Personnel Security Program: d. Eligible recertification packets are submitted 45 working days prior to anniversary date.</p>	<p>Display the number of eligible recertification packets submitted and the timeframe in which they were submitted. Identify the number of packets deemed to be ineligible and the reason why.</p> <p>Outstanding – 98% - 100% submitted within 45 working days. Good – 94% - 97% submitted within 45 working days. Satisfactory – 90% - 93% submitted within 45 working days. Unsatisfactory – Less than 90% submitted within 45 working days.</p>	DHRD
	<p>Personnel Security Program: e. Random drug and alcohol notifications are conducted frequently enough to ensure 10% of the HRP population (candidates and participants) are tested monthly.</p>	<p>Personnel Security Program: e. Random drug and alcohol notifications are conducted frequently enough to ensure 10% of the HRP population (candidates and participants) are tested monthly.</p>	<p>Meets Metric – Comply with 10% monthly testing requirement. Display the percentage of the HRP population tested each month.</p>	DHRD
	<p>Personnel Security Program: f. Implement all required actions when a person is not drug and alcohol tested within two hours of notification.</p>	<p>Personnel Security Program: f. Implement all required actions when a person is not drug and alcohol tested within two hours of notification.</p>	<p>Meets Metric – All required actions are taken when a person is not drug and alcohol tested within two hours of notification.</p>	DHRD

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Managers
		<p>Personnel Security Program: g. Submit an updated HRP Implementation Plan (IP) every two years. Policy changes between submissions of updated IPs are reflected in the contractor's written procedures.</p>	<p>Exceeds Metric – Policy changes are updated in contractor's written procedures prior to 90 days of policy change implementation.</p>	DHRD
		<p>Personnel Security Program: h. HRP distribution lists are sent to proper entities on the day the removal/addition of an HRP individual occurs.</p>	<p>Meets Metric – HRP distribution list is sent to proper entities as required.</p>	DHRD
		<p>Personnel Security Program: i. Modify current JTAs as required/directed.</p>	<p>When applicable, display the total number of JTAs to be modified, the number modified, and the number remaining.</p> <p>Exceeds Metric – Modification submitted less than 20 days from notification date.</p> <p>Meets Metric – Modifications submitted 21 – 30 days from notification date.</p>	DHRD
		<p>Personnel Security Program: j. Control of Visits: Eligible and complete visit requests are processed and submitted to PAI within three days.</p>	<p>1) Quarterly: Display the number of visits and average processing time.</p> <p>Exceeds Metric – Less than 3 days. Meets Metric – No more than 3 days.</p> <p>2) Yearly: Display the average processing time.</p> <p>Outstanding – 90% - 100% in less than 3 days. Good – 80% - 89% in less than 3 days. Satisfactory – 60% - 79% in less than 3 days. Unsatisfactory – Less than 60% in less than 3 days.</p>	DHRD

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
	2.1.8	<p>Program Management Program: Coordinate local threat analyses, events, and training with local law enforcement to meet effectiveness and efficiency expectations.</p>	<p>1) Meets Metric – Document professional coordination with local agencies, organizations, and activities that support security efforts and training events (law enforcement officials, airport managers, BLM rangers, Fire Departments, EMS, etc).</p> <p>2) Track the status of MOA/MOUs with local law enforcement.</p> <p>Outstanding – Notification 90 days or more prior to review date. Good – Notification 60 – 89 days prior to review date. Satisfactory – Notification 30 – 59 days prior to review date. Unsatisfactory – Notification less than 30 days prior to review date.</p>	<p>DPOD</p> <p>DPOD</p>

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
MYSO Goal 3.0	Drive cost efficiencies through reducing the Security Footprint.			
3.1	S&S should work with site operations to evaluate and implement a plan to achieve a reduction in the site security footprint to include reducing unnecessary facilities and surplus materials (classified parts, documents, VTCs, etc) to ensure a "cradle to grave" handling of classified.			
3.1.1	Essential Goal: Achieve 5% reduction of site security footprint (percentage can be adjusted by the Site Office based on the current state of the site footprint). Stretch Goal: Achieve 10% reduction of site security footprint (percentage can be adjusted by the Site Office based on the current state of the site footprint).		Meets Metric - WSI Nevada reduces security footprint in accordance with NSO/AMSS essential goal target. Exceeds Metric - WSI Nevada reduces security footprint in accordance with NSO/AMSS stretch goal target.	DPOD
3.1.2	Meet milestones of the NA-70 Zero Based Security Review.		Meets Metric - Track milestones of implementation plan, not to include those milestones that have an approved delay or are delayed due to circumstances outside of WSI Nevada's control.	DHRD (Primary) DPOD (Secondary)
3.1.3	Execute efforts, per the AOP, to reduce the amount of classified matter, non-standard storage of classified parts (if applicable), number of repositories/vault-type rooms (VTR), and access authorizations (clearances from Q to L or below).		Conduct annual review of all access level authorization justifications by position. Verify the appropriate clearance level is being applied to meet job essential tasks. Meets Metric - Annual review and verification are presented to AMSS by due date.	DPOD (Primary) DHRD (Secondary)

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
MYSO Goal 4.0	Realize operational efficiencies through modernization or operational/process improvements.			
4.1	Evaluate, develop, and implement a systems modernization plan to include economical life cycle management for physical security systems as approved by the Site Office considering the Enterprise-wide perspective.			
4.1.1	Essential Goal: Develop site-specific condition assessments and life cycle management plans for all FS-20 funded security systems and components. Plans must be approved by the Site Office and with DNS concurrence by September 30, 2011. For each FY thereafter, maintain effective performance, complete on-time, and within budget. Stretch Goal: None.		Meets Metric: 1) WSI Nevada develops a life cycle management plan for all FS-20 funded security systems and components. 2) Plan is approved by NSO/AMSS with concurrence by DNS by 30 Sep 2011. 3) Maintain effective performance, complete plan requirements on time and within budget.	AGM
4.1.2	a. Participate as required to execute and sustain effective performance to complete actions on time and within budget.		Annually update a life cycle management plan for protective force equipment. Identify, by exception, critical items that must be funded and replaced within a single fiscal year. Execute replacements and upgrades in accordance with AMSS priorities Meets Metric - Replacement equipment is procured as approved by AMSS.	AGM

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MWSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
		<p>b. Periodically evaluate the maintenance program for potential cost reductions.</p>	<p>1) Annually review maintenance program for critical systems and equipment. Meets Metric – Annual review is conducted by due date. 2) Using a risk-based approach, and based on the annual review, recommend where extending the time between maintenance activities may reduce costs.</p>	<p>AGM</p>
<p>4.1.3</p>		<p>a. Participate as required to support gap analysis for existing infrastructure life cycle up-grade plans.</p>	<p>Meets Metric – Recommendations are provided to AMSS by due date. 1) Include critical protective force and systems equipment replacement items in budget request for the following fiscal year. Meets Metric – Critical protective force and systems equipment replacements are included in the following fiscal year budget request by due date. 2) Identify alternative approaches or compensatory measures for those replacements that cannot be funded. Meets Metric – Alternative approaches are identified by due date. 3) Coordinate with VA staff for an impact analysis of replacement equipment or compensatory measures.</p>	<p>AGM</p>
			<p>Meets Metric – Coordination is made with VA for impact analysis by due date.</p>	<p>AGM</p>

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MYSO Goal	Performance Measure	Critical	Metric	Responsible WSI Nevada Director/Manager
		b. Participate as required to support the development of the risk-based model to prioritize infrastructure modernization initiatives.	Based on VA input, procure and deploy replacements and/or upgrades of critical protective force and electronic security system equipment based on AMSS priorities and available funding.	AGM
	4.1.4	a. Identify and deploy technology solutions as approved by NSO with concurrency by DNS.	Meets Metric - Replacement or upgrades of critical equipment is completed by due date. Install technology solutions in accordance with approved AMSS priority schedule and funding.	TDIC
		b. Leverage existing (including inter-site) safety analyses in the deployment of security technologies.	Meets Metric - Technology solutions are installed as scheduled and funded. Meets Metric - Develop new Risk Analysis Reports (RAR) or modify existing RARs as applicable prior to installation of new technology solutions.	TDIC
	4.2	Modernize NNSA Protective Force by implementing	Tactical Response Force (TRF) requirements as approved by the Site Office.	
	4.2.1	Essential Goal: Implementation of TRF requirements are completed on-time and within budget. Stretch Goal: None.	Meets Metric - Implementation of TRF requirements are completed on-time and within budget.	DPOD

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MYSO Goal	Performance	Objectives	Metric	Responsible WSI Nevada Director/Manager
	4.2.2	<p>a. Develop or revise security documents to support Site and/or NNSA requirements.</p> <p>b. Identify applicable requirements in DOE Series Directives and implement, create implementation plans, or request deviations for those requirements.</p>	<p>1) Develop new Operational Orders, Security Plans, Security Incident Response Plans (SIRP), Target Folders, and Procedures as required and as applicable.</p> <p>Exceeds Metric – All new security documents developed prior to the due date.</p> <p>Meets Metric – All new security documents developed by due date.</p> <p>2) Annually review and update Operational Orders, Security Plans, SIRPs, Target Folders, and Procedures except those documents with an approved delay.</p> <p>Exceeds Metric – All documents updated prior to the due date.</p> <p>Meets Metric – All documents updated by the due date.</p> <p>1) Implement new applicable requirements in DOE Series Directives or submit deviations.</p> <p>Exceeds Metric – New applicable requirements are implemented prior to due date.</p> <p>Meets Metric – New applicable requirements are implemented by due date.</p>	DPOD

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
			2) Submit deviations addressing new applicable requirements in DOE Series Directives that can not be implemented. Exceeds Metric – Applicable deviations are submitted prior to due date. Meets Metric – Applicable deviations are submitted by due date.	DPOD
4.3	Identify and implement operations/process improvements.			
4.3.1		Essential Goal: None. Stretch Goal: Submit \$x or y% of FY11 funding to Site Office for submission to DNS by March 2011 for potential reprogramming to another site or for DNS identified activity at the same site as approved by the Site Office.	Exceeds Metric - Identify unobligated FS-20 funding to NSO/AMSS by February 2011.	DCFD

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
MYSO Goal 5.0	Maintain and sustain effective S&S programs in all functional areas (PM&S, Information Protection, MC&A, Proforce, PerSec, Physical Sec, SAP, and Cyber Security).			
	5.1 Conduct S&S self-assessment in all S&S functional areas and provide periodic performance conclusions to the Site Office.			
5.1.1		Maintain a WSI Nevada comprehensive self-assessment program which addresses all applicable topical and sub topical area listed on DOE F 470.8 (Survey/Inspection Report Form) unless formally waived by DOE/NNSA/NSO.	Exceeds Metric – Self-Assessment includes benchmarks in the form of strengths identified throughout the Self-Assessment Report. Meets Metric – Self-Assessment reviews all required topical/sub topical areas applicable to the facility.	MQAS
5.1.2		Contractor's Self-Assessment of the S&S Program Planning and Management program is conducted in accordance with applicable directives to sustain effective and efficient performance.	Meets Metric – Contractor Self-Assessment identifies documents, and reports issues and strengths as appropriate.	MQAS
5.1.2.2		Incidents of Security Concern are properly reported within the timelines prescribed in DOE M 470.4-1, Change 1 and NSO guidance.	Notification, categorization and incident reports are submitted within required timelines. Outstanding - 98% - 100% submitted on time with no errors. Good - 94% - 97% submitted on time. Satisfactory - 90% - 93% submitted on time. Unsatisfactory - Less than 90% submitted on time.	MQAS

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
	5.1.3	Contractor's Self-Assessment of the Information Protection program is conducted in accordance with applicable directives to sustain effective and efficient performance.	Meets Metric – Contractor Self-Assessment identifies, documents, and reports issues and strengths as appropriate.	MQAS
	5.1.4	Contractor's Self-Assessment of the MC&A program is conducted in accordance with applicable directives to sustain effective and efficient performance.	MC&A program is not applicable to WSI Nevada.	MQAS
	5.1.5	Contractor's Self-Assessment of the Protective Force program is conducted in accordance with applicable directives to sustain effective and efficient performance.	Meets Metric – Contractor Self-Assessment identifies, documents, and reports issues and strengths as appropriate.	MQAS
	5.1.6	Contractor's Self-Assessment of the Personal Security program is conducted in accordance with applicable directives to sustain effective and efficient performance.	Meets Metric – Contractor Self-Assessment identifies, documents, and reports issues and strengths as appropriate.	MQAS
	5.1.7	Contractor's Self-Assessment of the Physical Security program is conducted in accordance with applicable directives to sustain effective and efficient performance.	Meets Metric – Contractor Self-Assessment identifies, documents, and reports issues and strengths as appropriate.	MQAS

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
5.1.8		Contractor's Self-Assessment of the SAP program is conducted in accordance with applicable directives to sustain effective and efficient performance.	SAP program is not applicable to WSI Nevada.	MQAS
5.1.9		Contractor's Self-Assessment of the Cyber Security program is conducted in accordance with applicable directives to sustain effective and efficient performance.	Meets Metric – Contractor's Self-Assessment identifies documents, and reports issues and strengths as appropriate.	MQAS
5.2	All corrective actions are completed on-time, within budget, and effectively address the performance issues.			
5.2.1		Essential Goal: Achieve a satisfactory or effective performance rating in Site Office and external surveys or assessments. There should be no repeat findings or deficiencies to include DNS and HSS OIO identified issues.	Meets Metric – Achieve a satisfactory or effective performance rating in NSO and external surveys or assessments with no repeat findings or deficiencies.	MQAS
5.2.2		Ensure timely resolution of WSI Nevada issues/findings. Submit corrective action plans (CAP) within required time frame.	Meets Metric – All CAPs submitted on time.	MQAS
5.2.3		Ensure timely close out of WSI Nevada issues/findings from surveys, self-assessments, program reviews, and other oversight findings.	Exceeds Metric – No late closure of findings based on approved CAP. Meets Metric – Provide sufficient justification to extend CAP milestone completion dates.	MQAS

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MYSO Goal	Performance Objectives	Criteria	Metric	Responsible WSI Nevada Director/Manager
	5.2.4	Ensure timely close out of WSI Nevada Cyber Security issues/findings from surveys, program reviews, and other oversight findings.	<p>1) Meet all AMSS approved CAP, Plan of Action and Milestones (POA&M), and Remediation Plan Milestones completion dates.</p> <p>Exceeds Metric – All corrective action milestones are completed on schedule with no changes within the contractor’s control.</p> <p>Meets Metric – All corrective action milestones are completed on schedule with minimal changes.</p> <p>2) Submit monthly updates to POA&Ms to AMSS.</p> <p>Meets Metric – Monthly updates to POA&Ms are submitted to AMSS. Updates include <u>negative reporting</u> as applicable.</p> <p>3) Identify appropriate remediation efforts before requesting approval from the AMSS Designated Approving Authority.</p> <p>Meets Metric – Remediation efforts are identified before requesting approval.</p> <p>4) Perform trend analysis of cyber security program deficiencies identified in WSI Nevada CAPs, POA&Ms, Remediation Plans, Audit Reports and Self-Assessments.</p> <p>Meets Metric – Trend analysis of cyber security deficiencies provide mechanism for identifying program improvements.</p>	<p>MIS</p> <p>MIS</p> <p>MIS</p> <p>MIS</p>

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
	6.2.2	<p>a. Ensure that all required WSI Nevada personnel are fully trained and qualified to handle and process classified information to the level that is required by their job. The goal of the training, and operational procedures, is to minimize the number of security infractions related to Information Security to the lowest possible level. (DOE M 470.4-4A).</p> <p>b. Ensure that all required personnel are fully trained and certified as derivative classifiers. (DOE O 475.2 and DOE M 475.1-1B).</p> <p>c. WSI Nevada will ensure that all required personnel are fully trained and qualified to handle and process classified and unclassified information in accordance with DOE/NNSA regulations. The goal of the training, and operational procedures, is to minimize the number of security infractions related to Cyber Security to the lowest possible level.</p>	<p>Meets Metric - All active safe custodians receive Classified Matter Protection and Control (CMPC) refresher training every 24 months after their initial training.</p> <p>All active derivative classifiers are trained and certified every three years after their initial training.</p> <p>Outstanding - 100% are retrained as required. Good - 97% - 99% are retrained as required. Satisfactory - 95% - 96% are retrained as required. Unsatisfactory - Less than 95% are retrained as required.</p> <p>1) All personnel handling and processing classified and unclassified information are fully trained and qualified.</p> <p>Outstanding - 100% are trained and qualified as required. Good - 97% - 99% are trained and qualified as required. Satisfactory - 95% - 96% are trained and qualified as required. Unsatisfactory - Less than 95% are trained and qualified as required.</p>	<p>DPOD</p> <p>DPOD</p> <p>MIS</p>

Program Execution Guidance (PEG) Goals, Performance Objectives and Measures for FY 2011, WSI Nevada Team

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M/30 Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>2) Minimize the number of security infractions related to Cyber Security.</p> <p>Meets Metric - No security incidents exceeding IMI-4 related to Cyber Security. Type-I, Type-II, and PII Cyber Security incidents are reported within prescribed timeframes and appropriate management actions are taken to preclude future incidents.</p>	MIS
		<p>d. WSI Nevada will maintain a Cyber security program that will meet all DOE/NNSA regulations, providing a more secure computing environment.</p>	<p>1) Operate information systems in accordance with the certification and accreditation package.</p> <p>Meets Metric - Certification and accreditation packages are operating under the current Approval to Operate.</p>	MIS
			<p>2) Maintain current accreditation or approval for operation of all Information Systems, regardless of the Approval Method (Approval to Operate, Interim Approval to Test, or Interim Approval to Operate).</p> <p>Meets Metric - All Information Systems are fully accredited or approved.</p>	MIS

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MNSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>3) Submit certification and accreditation packages to the NNSA/NSO DAA at least 30 days before the accreditation or approval to operate expires.</p> <p>Exceeds Metric - Certification and accreditation packages are submitted to NNSA/NSO DAA more than 30 days before expiration and require no corrective actions.</p> <p>Meets Metric - Certification and accreditation packages are submitted 30 days before expiration and require no corrective actions.</p>	MIS
			<p>4) Submit a decommission letter for non-operational information systems operating under an Approval to Operate or Interim Approval to Operate prior to the expiration of the accreditation period.</p> <p>Meets Metric - A decommission letter for non-operational information systems is submitted to NNSA/NSO DAA prior to expiration.</p>	MIS
			<p>5) Submit a cancellation letter for non-operational information systems operating under an Interim Approval to Test prior to the expiration of the approval period.</p> <p>Meets Metric - A cancellation letter for non-operational information systems is submitted to NNSA/NSO DAA prior to expiration.</p>	MIS

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MYSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
		<p>c. Each Protective Force member will qualify with all assigned weapons as required. (10 CFR 1046, Subpart B, App. B and DOE M 470.4-3A).</p>	<p>The Protective Force will maintain at least a 60% qualification rate on all weapons.</p> <p>Outstanding – 90% - 100% qualification rate. Good – 80% - 89% qualification rate. Satisfactory – 60% - 79% qualification rate. Unsatisfactory – less than 60% qualification rate.</p>	DSSD
		<p>f. Each Protective Force member will complete their annual physical fitness qualification test.</p>	<p>The Protective Force will maintain at least a 60% qualification rate on annual physical fitness qualification test.</p> <p>Outstanding – 90% - 100% qualification rate. Good – 80% - 89% qualification rate. Satisfactory – 60% - 79% qualification rate. Unsatisfactory – less than 60% qualification rate.</p>	DSSD
		<p>g. Execute the approved Annual Training Plan. Incorporate requirements of TRF 1 and 2 into the Annual Training Plan. 100% of available SPOs will complete the required training identified in the approved ATP and associated deviations approved by the AMSS. (10 CFR 1046, Subpart B, App. B and DOE M 470.4-3A).</p>	<p>All available SPOs will complete required training as identified in the approved ATP consistent with approved AMSS deviations. Explain why SPOs were not available (military, medical, etc).</p> <p>Outstanding – 90% - 100% qualification rate. Good – 80% - 89% qualification rate. Satisfactory – 60% - 79% qualification rate. Unsatisfactory – less than 60% qualification rate.</p>	DSSD

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MYSO Goal	Performance	Criteria	Metrics	Responsible WSI Nevada Director/Manager
MYSO Goal 7.0	Development and implement a best practices and lessons learned process to identify actions to increase effectiveness and efficiency.			
7.1	Develop a plan and provide evidence to demonstrate the review, consideration, and disposition of lessons learned.			
7.1.1		<p>Essential Goal: Developed and implemented by the 2nd Quarter of FY11. Sustain effective performance of the process each FY thereafter.</p> <p>Stretch Goal: Developed and implemented by the 1st Quarter of FY11. Sustain effective performance of the process each FY thereafter.</p>	<p>Meet Metric - Lessons learned program is developed and implemented by the 2nd Quarter of FY11. Sustain effective performance of the process each FY thereafter.</p> <p>Exceeds Metric - Lessons learned program is developed and implemented by the 1st Quarter of FY11. Sustain effective performance of the process each FY thereafter.</p>	MQAS

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MYSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
MYSO Goal 8.0	Implement an effective compliance, performance-based, and transparent Contractor Assurance System (CAS) in accordance with Corporate requirements.			
	8.1	Conduct S&S Policy Area self-assessment and submit to the Site Office.		
	8.1.1	<p>Essential Goal: Achieve satisfactory ratings from the Site Office.</p> <p>Stretch Goal: Demonstrate operations efficiency and management effectiveness through the use of CAS in the S&S Policy Area.</p>	<p>Meet Metric – Contractor’s CAS report adequately addresses assessment results, operational awareness activities; and issues management. No issues/findings during self-assessment of CAS. Site office survey of CAS earns satisfactory ratings.</p> <p>Exceeds Metric – Contractor’s CAS report meets above requirements and demonstrates continuing operations efficiency and management effectiveness as reflected in site office survey of CAS.</p>	MQAS

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NSO Goal	Performance Objectives	Criteria	Metric	Responsible WSI Nevada Director/Manager
NSO Goal 1.0	1.1	Protect employees from chemical, biological, radiological, and physical hazards and protect the environment through compliance with environmental and cultural preservation regulations.		
	1.1.1	Maintain viable WSHP. No enforcement actions resulting in administrative fines under 10 CFR 851.	Meets Metric - Report the Total Recordable Case (TRC) Rate. Meets Metric - Report Days Away Restricted Transferred (DART) Case Rate.	MESHHS MESHHS
	1.1.2	Track incidents and repair costs associated with damage to motor vehicles. Establish motor vehicle incident rate (MVIR) and motor vehicle loss rate (MVLRL) based on the following formulas: MVIR - Number of events, multiplied by one million, divided by total miles driven. MVLRL - Cost of repair, times one thousand, divided by total miles driven.	Meets Metric - No enforcement actions resulting in administrative fines under 10 CFR 851. 1) Maintain baseline metric for Motor Vehicle Incident Rate (MVIR) of 4.0 accidents per million miles driven. Outstanding - 10% or greater reduction from baseline. Good - 5% - 9% reduction from baseline. Satisfactory - Meets baseline metric. Unsatisfactory - Exceeds baseline metric. 2) Maintain baseline metric for Motor Vehicle Incident Rate (MVIR) of "at fault" traffic accidents not to exceed 4.0 per million miles driven. Outstanding - 10% or greater reduction from baseline. Good - 5% - 9% reduction from baseline. Satisfactory - Meets baseline metric. Unsatisfactory - Exceeds baseline metric.	MESHHS MESHHS MESHHS
				MESHHS

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NSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>3) Maintain baseline metric for Motor Vehicle Loss Rate (MVLRL) of \$10.00 per thousand miles driven.</p> <p>Outstanding – 10% or greater reduction from baseline. Good – 5% - 9% reduction from baseline. Satisfactory – Meets baseline metric. Unsatisfactory – Exceeds baseline metric.</p>	MESHS
	1.1.3	<p>a. Provide safety reports, trend analyses, and other documents as appropriate.</p>	<p>Meets Metric – All safety related reports, trend analysis and other documents are provided as required.</p>	MESHS
		<p>b. Personnel injuries will be tracked with identified causes (i.e. training, qualification runs, etc.) in order to minimize the occurrences to those which are not preventable.</p>	<p>Meets Metric - Display the number of injuries by job category and injuries by training activity (i.e. fitness qualifications, firearms training, etc.).</p>	MESHS
	1.1.4	<p>Comply with provisions of historical, cultural and environmental preservation regulations.</p>	<p>Meets Metric – No violations of historical, cultural or environmental preservation regulations.</p>	MESHS

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NSO Goal	Performance Measure	Criteria	Metric	Responsible WSI Nevada Director/Manager
NSO Goal 2.0	Provide an Emergency Management Program.			
	2.1	Emergency Management Program effectively supports the NSO ERO.		
	2.1.1	NSO and external Emergency Management Program assessments.	1) Contractor Self-Assessment Meets Metric - Document contractor self-assessment activity during this reporting period. 2) NSO Oversight Meets Metric - Document NSO assessment activity during this reporting period. 3) External Inspection Results Meets Metric - Document external assessment activity during this reporting period.	MQAS (Primary) DPOD (Secondary) MQAS (Primary) DPOD (Secondary) MQAS (Primary) DPOD (Secondary)
	2.1.2	a. Provide and/or schedule Emergency Management training to ensure personnel are certified to fill positions at the TOC, EMC, and EOC in emergencies.	1) Report number of certified WSI Nevada personnel assigned to the TOC. Exceeds Metric - Enough certified personnel to support each TOC position with two or more personnel. Meets Metric - Enough certified personnel to support each TOC position.	DPOD

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NSO Goal	Performance	Criteria	Metric	Responsible WSI Nevada Director/Manager
			<p>2) Report number of WSI Nevada personnel assigned to EMC by the number of personnel within certification and those with expired certifications.</p> <p>Exceeds Metric -- Enough certified personnel to support EMC positions with two or more personnel.</p> <p>Meets Metric - Enough certified personnel to support each EMC position.</p>	DPOD
			<p>3) Report number of WSI Nevada personnel assigned to EOC by the number of personnel within certification and those with expired certifications.</p> <p>Exceeds Metric -- Enough certified personnel to support EOC position with two or more personnel.</p> <p>Meets Metric - Enough certified personnel to support each EOC position.</p>	DPOD

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NSG Goal	Performance	Criteria	Metric	Personnel WSI Nevada District Manager
		<p>b. Provide and/or schedule ICS/NIMS training for IC personnel.</p>	<p>Track completion of ICS/NIMS courses by duty officers that act as ICs, to exclude those on approved, extended leave.</p> <p>Exceeds Metric - All duty officers have completed ICS/NIMS and new hire/promoted duty officers complete ICS/NIMS prior to six months after the hire/promotion date.</p> <p>Meets Metric - All duty officers have completed ICS/NIMS and new hire/promoted duty officers complete ICS/NIMS by six months after the promotion date.</p>	DPOD
	2.1.3	<p>Participate in and/or conduct Emergency Management preparedness drills and exercises that demonstrate effectiveness of the security forces as directed.</p>	<p>Meets Metric - Document WSI Nevada EM participation in Emergency Management drills and exercises.</p>	DPOD

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ACRONYMS:

AGM – Assistant General Manager
DAOD – Director, Assessment and Oversight Division
DCFD – Director, Contract and Finance Division
DHRD – Director, Human Resources Division
DPOD – Director, Plans and Operations Division
DSSD – Director, Security Services Division
ESSM – Manager, Electronic Systems Section
MPTAS – Manager, Performance Test and Assessment Section
MIS – Manager, Information Services Section
MQAS – Manager, Quality Assurance Section
MESHS – Manager, Environment, Safety, and Health Section
MSS – Manager, Support Section
PAI – Professional Analysis, Incorporated
TDIC – Technology Deployment and Integration Center