

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>DE-AC07-05ID14517</b>	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>M121</b>	3. EFFECTIVE DATE <b>See Block 16c</b>	4. REQUISITION/PURCHASE REQ. NO. <b>NOPR</b>	5. PROJECT NO. (If applicable)		
6. ISSUED BY <b>U.S. Department of Energy Idaho Operations Office (DOE-ID) Contract Management Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415</b>		7. ADMINISTERED BY (If other than Item 6) <b>Diane C. Long, Contract Specialist (208) 526-0949</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) <b>Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, ID 83415</b>			9A. AMENDMENT OF SOLICITATION NO.		
CODE			9B. DATED (SEE ITEM 11)		
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC07-05ID14517</b>		
			10B. DATED (SEE ITEM 13) <b>November 9, 2004</b>		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): <b>THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>	
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
<b>X</b>	D. OTHER (Specify type of modification and authority): <b>IAW Part II, Section H, Contract Clause H.14 entitled "Work Force Transition and Human resources Management"</b>

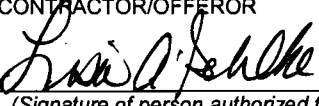
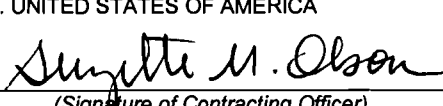
E. IMPORTANT: Contractor \_\_\_ is not, **X** is required to sign this document and return [**3**] copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

**The purpose of this modification is to incorporate Part III Section J Attachment L, Employee Management Program.**

(See Continuation)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Lisa A. Sehlke, Manager Prime Contract and Performance Management</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>SUZETTE M. OLSON Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED <b>10/16/08</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>10/20/08</b>

NSN 754-01-152-807030-105

CONTINUATION PAGE

**The attached Employee Management Program (18 pages) is incorporated as Section J, Attachment L.**

**All other terms and conditions remain unchanged**

**EMPLOYEE MANAGEMENT PROGRAM  
ADVANCED UNDERSTANDING**

**TABLE OF CONTENTS**

PART - 1- INTRODUCTION ..... 1

PART - 2 - DEFINITIONS ..... 2

PART - 3 - LABOR RELATIONS PROGRAM..... 3

PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES ..... 4

    A.    Exempt and Nonexempt Salaried Employees ..... 4

    B.    Salary Administration..... 4

    C.    Annual Compensation Increase Plan (CIP)..... 4

    D.    Premium Pay and Additional Compensation..... 5

    E.    Meal Allowance..... 5

    F.    Overtime Management ..... 5

    G.    Severance Pay..... 5

    H.    Pay in Lieu of Notice..... 5

    I.    Non-Chargeable Step Progressions ..... 5

    J.    Nuclear Facility Technician Certification Bonus Program ..... 5

PART - 5 - BENEFIT PROGRAMS AND POLICIES..... 6

    A.    Contractor Service Credit for Purposes of Benefits ..... 6

    B.    Holidays..... 7

    C.    Leave of Absence Programs ..... 8

    D.    Defined Benefit Pension Plan and Defined Contribution Pension Plan..... 10

PART - 6 - EMPLOYEE PROGRAMS ..... 11

    A.    Training Programs ..... 11

    B.    Education Programs..... 11

- C. Reimbursement for Memberships, Professional Fees, Dues, and Licenses ..... 11
- D. Participation in Association Activities ..... 11
- E. Retraining for Displaced Employees ..... 11
- F. Employee Health & Welfare, Morale, and Recognition Programs and Activities..... 12
- G. Safety Programs and Awards ..... 12
- H. Workplace Substance Abuse Program ..... 12
- PART - 7 - TRAVEL AND RELOCATION ..... 12
  - A. General..... 12
  - B. Relocation..... 12
  - C. Visa..... 13
  - D. Temporary Assignments/Location Change ..... 13
- PART - 8 - MISCELLANEOUS POLICIES ..... 14
  - A. Personnel Borrowed ..... 14
  - B. Special Assignments/Personnel Loaned ..... 14
  - C. Clothing ..... 15
  - D. Medical Examinations ..... 15
  - E. Personnel Recruitment..... 15
  - F. Employee Association (EA) ..... 15
  - G. Community Relations ..... 15
  - H. Workforce Restructuring ..... 16

## **PART - 1- INTRODUCTION**

- A. This attachment sets forth allowable costs by advanced understanding for the Contractor's costs of wages and other employee benefit programs. This advance understanding shall be incorporated into Section J, Attachment L entitled, "Employee Management Program." Changes to the advance understanding shall receive the written approval of the Contracting Officer.
- B. The Contractor shall select, manage, and direct the work force; and apply the policies set forth herein in general conformity with the methods used in its private operations insofar as those methods are consistent with this contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurring the costs.
- C. The Contractor maintains Policy (POL) documents, lab-wide procedures (LWPs), the Management Resource Manual, an Employee Handbook (HBK-25001) and a Benefits Handbook (HBK-25002) that contain detailed information regarding the policies referred to in this document.
- D. Either party may request that this Attachment be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Attachment shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36), as approved by the CO or designated representative. When revisions to this Attachment are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes.

## **PART - 2 - DEFINITIONS**

- A. Adjustment. Change in salary outside the normal salary program required to establish either internal or external equity for a given position.
- B. Base Rate or Base Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, established for each job classification in accordance with the approved wage and salary schedules.
- C. Contractor. Battelle Energy Alliance, LLC (BEA).
- D. Critical Hire. Critical hires or critical skills positions are defined as those for which the knowledge, skills and abilities or educational requirements are such that they would not be expected to be found in the INL general workforce. In addition, critical hires possess skills in fields that are in competitive markets. These individuals possess unique positions and/or access to unique capabilities in their fields. Critical hires are established professionals in private industry, the US military forces, other national laboratories, or educational institutions. The critical hires skill set are not specifically limited to support the mission areas, but represent the more broad based needs and functions to perform laboratory work.
- E. Exempt Salaried Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws.
- F. DEAR. Department of Energy Acquisition Regulation. The DEAR implements and supplements the Federal Acquisition Regulation (FAR) and is not, by itself, a complete document; it must be used in conjunction with the FAR. The DEAR is divided into the same parts, subparts, sections, subsections and paragraphs as is the FAR. However, when the FAR coverage is adequate by itself, there will be no corresponding DEAR part, subpart, etc.
- G. Employee. A person hired by and working for the Contractor.
- H. FAR. Federal Acquisition Regulations are a series of regulations issued by the Federal government of the United States that concern the requirements of contractors for selling to the government, the terms under which the government obtains ownership, title and control of the goods or services purchased, and rules on specifications, payments and conduct and actions regarding solicitation of proposals or bids and payment of invoices.
- I. FTR. Federal Travel Regulation. The FTR governs temporary duty travel allowances; relocation allowances; payment of expenses connected with the death of certain employees; and payment from a non-federal source for travel expenses.
- J. Merit Increase. Increase in the salary of an employee within the established rate range of employee's job classification, which is granted consistent with approved salary increase guidelines.

- K. Nonexempt Salaried Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws, and are not covered by a collective bargaining agreement. They are on the weekly salaried or hourly payroll.
- L. Project Hire. An exempt (may be nonexempt in unique/rare circumstances) employee hired to perform a specific task or work on a specific well-defined project and whose services will not be required when the specific task or project is completed.
- M. Salaried Employees. Includes both exempt and nonexempt non-represented employees.
- N. Seconded Employee. Personnel that are loaned between BEA and other entities, such as our teaming partners, to assume temporary duties. This may also be referred to as a leased employee
- O. Severance Pay. A week's pay for layoff purposes is equal to the employee's straight time hourly rate times 40. Premium pay for shift differential, overtime, or like payments, is excluded.
- P. Straight-time hourly rate. See *Base Rate or Base Salary* definition.
- Q. Strategic Hire. Senior scientists or engineers with a national and/or international reputation and established area of program support relevant to the INL mission and vision.
- R. Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).
- S. Workweek. A 40-hour work week.

### **PART - 3 - LABOR RELATIONS PROGRAM**

The contractor's Labor Relations Program will be managed in accordance with contract clauses H.14(d), H.16, H.17, H.20, H.29, and I.20.

The Contractor will provide DOE notification and an estimate of costs associated with any action by the Contractor under the Labor Management Relations Act of 1947, as amended, and/or involving the National Labor Relations Board.

Costs of wages and fringe benefits to employees represented by collective bargaining units, not in excess of those provided in the Collective Bargaining Agreements shall be allowable. 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 provisions of the Collective Bargaining Agreements and revisions thereto are allowable costs hereunder.

## **PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES**

### **A. Exempt and Nonexempt Salaried Employees**

The Contractor shall submit its Compensation Program for *exempt and nonexempt salaried employees (see definitions)* to the DOE Contracting Officer for periodic review in accordance with Contract requirements. Proposed major compensation design changes will also be submitted for review and approval. Administration of wages and salaries under this contract shall be carried out in accordance with recognized wage and salary administration principles. The principles shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditures of public funds and which shall result in payment of total compensation to individual *employees (see definitions)* conforming to the standards of reasonableness, allowability and allocability as contemplated by *FAR (see definitions)* Subpart 31.201. Also see contract clause H.14(c)(1).

### **B. Salary Administration**

1. Employee and management salaries are allowable in accordance with company policies. Salary actions for the Laboratory Director and the four most highly compensated employees who report directly to the Laboratory Director must be approved by DOE-ID, in accordance with FAR 31.205-6 and contract clause H.14(c)(5).
2. Rate Increases. Employees paid below the minimum rate for their range will have their salaries/pay rate increased to reflect a new rate when salary ranges are adjusted.
3. Red Circle Rates. Employees paid above the maximum rate for their range will be placed in a “red circle” classification. They shall receive no *base salary (see definitions) adjustments (see definitions)* until such time as the rate range is increased to include their pay. They will then be eligible for increases that will result in them being paid no more than the maximum for their range.
4. Bonuses and Salary Compensations. Bonuses and incentive compensation are allowable in accordance with the provisions of FAR 31.205-6. Specific details are provided in the Compensation Increase Plan (CIP).

### **C. Annual Compensation Increase Plan (CIP)**

1. Each year, the Contractor will develop, in accordance with DOE guidance, a CIP for review and approval by the CO.
2. All increases are charged to the fund on an annualized basis. Once an individual’s salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund.



3. Increases due to movement from non-fund generating positions; i.e., represented positions to non-represented positions or temporary positions to permanent positions, provided they were competitively bid, are allowable and not chargeable to the fund.
4. When an internal or external candidate is hired for an open competed (posted) job that results in a promotion, the resulting action will not be charged to the CIP promotion funds. However, when an employee is reassigned, reclassified, or promoted without competition to a higher level job, the action will be charged to the CIP promotion fund.
5. Increases due to a formal salary equity analysis are allowable and are not chargeable to the fund.

**D. Premium Pay and Additional Compensation**

Costs are allowable and will be paid in accordance with BEA POL-25101, "Pay Policies."

**E. Meal Allowance**

Costs are allowable and will be paid in accordance with LWP-1106, "Unscheduled Overtime Meals."

**F. Overtime Management**

Costs for overtime are allowable in accordance with contract clause I.21. Should the 4% contractual requirement be exceeded due to overtime of the INL Protective Force and Fire Departments, DOE-ID will not require further overtime controls.

**G. Severance Pay**

Costs are allowable in accordance with contract clause H.15 and calculated based on years of service as described in BEA HBK-25002, "Benefits Handbook."

**H. Pay in Lieu of Notice**

When an employee is terminated by the Laboratory for any reason except "discharged for cause," they may receive pay in lieu of notice up to two (2) weeks.

**I. Non-Chargeable Step Progressions**

Non-chargeable step progressions for personnel that meet established, documented criteria (such as the Nuclear Facility Technicians and certain Specific Manufacturing Capability) are approved.

**J. Nuclear Facility Technician Certification Bonus Program**

An annual certification bonus will be paid to all employees who, at the request of the Contractor, maintain active certifications in the Reactor Operations Certification Program. An eligible employee transferring to a non-eligible position or terminating will not receive a bonus for the time spent in an eligible position prior to transfer/termination.

## **PART - 5 - BENEFIT PROGRAMS AND POLICIES**

The employee benefit plans and all amendments thereto, shall be subject to prior DOE-ID Contracting Officer approval. Related costs, described in this part are approved by DOE for application to employees working on this contract and are allowable.

The plans may be continued from year to year without further DOE approval, even though experience under the plan may result in increased premium cost, providing the benefits are not changed. The Contractor will notify the DOE-ID Contracting Officer of any change in costs (e.g., premium rates) which are not attributable to a change in benefits. The impact of all personnel policies on participation in these plans will be described in the individual plan descriptions.

The Laboratory has in effect the following benefit plans that are approved by DOE.

- Flexible Benefits Program
- Vision Insurance
- Retirement Plan
- Dental Insurance
- Investment Plan
- Business Travel Accident
- Medical Plan, including retiree medical coverage
- Life Insurance
- Dependent Life Insurance
- Long-Term Disability Insurance
- Flex Spending Accounts
- Short-Term Disability Insurance
- Long-Term Care Insurance
- Accidental Death & Dismemberment Insurance

### **A. Contractor Service Credit for Purposes of Benefits**

1. Contractor service credit shall encompass that period of uninterrupted active service rendered by an employee for the Contractor from the most recent date of employment, with special applications as outlined in this Section J, Attachment L.
2. Employees transferring to the INL Contractor from other contractors participating in the INL benefit programs will receive continuous benefit plan credit based upon their credited service as current participants in the INL benefit programs. Employees who transfer in from contractors who are not part of the INL Contractor's corporation and who are not participating in the INL benefit programs will not have prior service credit transferred but will start accruing service based on their service time with the INL Contractor. See contract clause H.14(c)(2).
3. Prior service credit for employees transferring to the Contractor from the parent company or its subsidiaries will be applied in accordance with this contract and the Contractor's service credit policies regarding leave accrued, and participation in

pension plans. Employees transferring to the INL Contractor from the parent company or its subsidiaries will be credited with prior service credit for purposes of vesting in the defined-contribution pension plans.

4. There will be no duplication of benefits in allowing prior service credit.
5. Should an employee of the Contractor be laid off and subsequently rehired within a twelve (12) month period, the recognized Contractor service credit will be considered continuous if they repay all severance pay they received at termination.
6. For part-time and casual employees, service credits are calculated based on hours worked and holidays. When 2,080 paid hours are accumulated, one (1) year of service will be credited.
7. Personal leave (PL) and short-term disability (STD) bank hours privileges for employees acquired as a result of mergers, purchases, trades, transfer from the parent company and its subsidiaries, or other similar methods of acquiring employees, shall be determined as though their continuous service in the acquired operations was service rendered in the employ of the Contractor.
8. Employees hired as strategic hires will receive recognized service credit based on the demonstrated relevance of past employment as compared to the Contractor position. The Contractor has the authority to offer PL accrual rates in excess of 2.77 hrs/wk to strategic hires, as well as sign-on bonuses and participation in incentive compensation. Strategic hires are announced via a letter to DOE.
9. Employees hired as critical hires may receive recognized credit based on the demonstrated relevance of past employment as compared to the Contractor position. The authority for granting service credit in excess of 2.77 hrs/wk for critical hires resides with the Laboratory Director and/or the Deputy Laboratory Director for Management.
10. Employees whose positions are identified on the List of Key Personnel will receive recognized service based on the demonstrated relevance of past employment as compared to the Contractor positions.

**B. Holidays**

Eighty hours of holiday will be credited annually and employees will be paid for their regular scheduled hours at their regular base rate.

**C. Leave of Absence Programs**

The Contractor reviews the leave of absence programs in the context of industry trends and employee/supervisor inquiries (particularly recurring inquiries). The costs of the INL Contractor leave programs are allowable expenses in accordance with FAR 31.205-6(m).

**1. Personal Leave/Short-Term Disability**

Personal leave (PL) is earned under two systems, depending on the employee's hire date. Former B&W employees hired before July 1, 1976, former EG&G employees hired before October 1, 1976, and former WINCO employees hired before January 1, 1977 (dump system employees) receive their annual PL in a lump sum on the first workday in January, while employees hired on or after these dates (accrual system employees) receive their annual PL in weekly accruals.

- a. Employees, except those on the dump system, will earn PL and STD for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such a week according to the following schedule:

Months of Service	Hours Per Week			Hours Per Year		
	PL	STD	Total	PL	STD	Total
0 through 60	2.77	0.62	3.39	144	32	176
61 through 108	3.23	0.62	3.85	168	32	200
109 through 228	3.54	0.62	4.16	184	32	216
229 or more	4.31	0.62	4.93	224	32	256

- b. Employees in the dump system will earn STD hours at the rate of 0.62 hours for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such week.
- c. PL and STD bank hours for which a part-time employee is entitled are calculated at the rate of one week's accrual for each 40 hours worked as follows:

Cumulative Hours Worked	Leave Per 40 Hours Worked		
	PL	STD	Total
173 through 10,400	2.77	0.62	3.39
10,401 through 18,720	3.23	0.62	3.86
18,721 through 39,520	3.54	0.62	4.16
39,521 or more	4.31	0.62	4.93

- d. Employees who are assigned to work at the site may earn up to 0.29 hours per week of additional PL, if they work at least 80% of their work week at the site for a minimum period of four consecutive weeks.
- e. In accordance with Contractor policies, an employee may receive an advance of PL or donations of PL from other employees under certain circumstances of need.
- f. In accordance with Contractor policies, employees may cash out their PL in the event of financial hardship that meets IRS criteria.

**2. Miscellaneous Personal Leave**

Personal Leave Carryover Maximums

Months of Service	Maximum Carryover
0 Through 60	200 Hours
61 Through 120	240 Hours
121 or More	320 Hours

- a. The Contractor HR&D Director, or DOE in the event of a request for carryover of excess amounts for three or more consecutive years, may approve the general carryover of PL hours in excess of these maximums. Requests to exceed these limits will not be granted unless a compelling extraordinary rational exists. It is expected that such excess carryover will be taken in the next calendar year. Absent any further exceptions, any PL hours in excess of these limits at the end of the next calendar year will be forfeited.
- b. All unused PL hours in excess of the allowed carryover limits (that are not approved by the Contractor for special carryover) at the end of the calendar year shall be forfeited and the employee may not be paid for such forfeited PL.
- c. In applying the carryover limits, PL hours that may have been donated to other Laboratory employees (but not actually transferred pending final determination of how many hours will actually be needed by the recipient) will not be counted.
- d. There shall be no limit to the number of unused STD bank hours that an employee may carry over.
- e. Upon termination for any reason, including retirement or layoff, except as noted below, employees will be paid a lump sum for any PL credited but not used. Upon termination for any reason, including retirement or layoff, employees will not be paid for unused STD bank hours.

- f. Any employee who transfers from the Contractor to another corporate entity, will have the option of transferring all or part of his/her unused PL to the new employer, depending upon the ability of the new employer to receive this PL, or be paid off in a lump sum before transferring.
- g. In those situations where an employee transfers to the Contractor directly from another corporate entity, the Contractor may recognize and transfer in the accrued PL from the losing employer. The contractor may also transfer and accrue STD hours up to the maximum of 500 hours from the other corporate entity.

**3. Integrated Health and Disability Absence Policies**

Costs are allowable under this contract and administered in accordance with BEA Handbook 25002, "Benefits Handbook."

**4. Bereavement, Court, Military, and Professional Leaves**

Costs are allowable under this contract and administered in accordance with BEA HBK-25002, "Benefits Handbook."

**5. Time-Off-Without-Pay**

Costs are allowable under this contract and administered in accordance with BEA Handbook-25002, "Benefits Handbook."

**6. Other Approved Leave**

In accordance with laboratory policies, approved leave, payable at straight time rates, will be allowable for the following reasons:

- a. Due to facility closures, for bad weather, civil defense exercises, or other DOE approved activities.
- b. For unavoidable partial day absences of exempt employees who have exhausted their paid leave benefits (including personal leave and/or short-term disability bank hours) and who cannot make up the absence within the same work week.
- c. To account for absences resulting from incident investigations in situations that may result in disciplinary action, including security suspension pay governed by 10 CFR Part 710.

**D. Defined Benefit Pension Plan and Defined Contribution Pension Plan**

Costs are allowable in accordance with contract clauses H.14(c)(3) & (4) and FAR 52.215-15 and 18.

## **PART - 6 - EMPLOYEE PROGRAMS**

### **A. Training Programs**

Costs associated with Contractor-Directed and Contractor-Endorsed Training Programs are allowable in accordance with the regulations of FAR 31.205-44.

### **B. Education Programs**

Costs associated with the INL Education Programs are allowable in accordance with the regulations of FAR 31.205-44.

### **C. Reimbursement for Memberships, Professional Fees, Dues, and Licenses**

Professional licenses, certifications, and memberships are critical to national and international scientific recognition. Additionally many DOE and other federal regulations require licensing to perform certain functions or job responsibilities. The INL encourages and promotes employee participation in professional societies and supports INL employees pursuing required licenses and/or certifications. Costs incurred for employees' membership fees, licenses, and certifications are allowable in accordance with FAR 31.205-43 and 44 and administered in accordance with BEA HBK-25001, "Employee Handbook "and LWP-75, "INL Education Program."

### **D. Participation in Association Activities**

Cost incurred as a result of participation in the activities of technical, professional, and business associations will be allowed, as indicated below, when such participation is beneficial to the work under this contract and does not interfere significantly with the employee's primary assignment under this contract.

The costs allowed will be as follows:

- a. Salaries while participating in these activities.
- b. Registration fees for attendance at conventions, conferences, expositions, and other meetings; such fees to include only the minimum requirements for attendance.
- c. Travel expenses connected with the attendance mentioned immediately above; such expenses to be in accordance with the approved travel policies stated elsewhere in this Attachment.
- d. Incidental costs of materials and services incurred in preparing papers and reports related to attendance at conventions, conferences, expositions and other meetings.

### **E. Retraining for Displaced Employees**

Salaries and hourly employees whose jobs are likely to be eliminated due to changes in the Contractor's scope of work or budgetary reductions may be offered opportunities for retraining. Retraining programs will be designed to provide occupational skills which are in demand by the contractor or by other employers locally, regionally, or nationally, as

appropriate. Where possible, training will be sufficient to make the individual employable at his or her current level of pay or in a field with prospects for advancement to this level in a reasonable period. Tuition payments for courses to qualify displaced employees for outside employment may be approved by the Contractor. Retraining for outside employment may be conducted during working hours under programs approved by DOE.

**F. Employee Health & Welfare, Morale, and Recognition Programs and Activities**

The Contractor establishes and maintains programs to boost morale, promote goodwill, and to recognize and award employees for performance and service. Activities will be consistent with FAR 31.205-13 and FAR 31.205-6. The allocation of monies to various activities will be at the discretion of the Contractor. Contractor activities for employee morale and recognition include awards, dinners, picnics, parties, etc.

**G. Safety Programs and Awards**

The Contractor trains personnel in safety, first aid, and other safety matters, conducts contests, gives awards, and holds functions to promote safety and morale. Costs in pursuant of company level policy are allowable in accordance with FAR 31.205-13. Items and activities include: educational materials, awards, safety dinners, certificates, plaques, outside speakers, movie films, hall rentals, and site programs.

**H. Workplace Substance Abuse Program**

Costs are allowable in accordance with contract clause I.24.

## **PART - 7 - TRAVEL AND RELOCATION**

**A. General**

Except as noted below, allowable costs for business travel, foreign travel, subsistence and relocation expenses of employees will be in accordance with FAR 31.205-35 and 31.205-46. The Contractor HR&D Director approves exceptions to the provisions described herein that are within FAR, DEAR and *FTR (see definitions)* regulations.

**B. Relocation**

1. Relocation for New Hires. INL allows relocation expenses for new hires into exempt positions as well as certain nonexempt positions such as Nuclear Facility Technicians.
  - a. The contractor may pay shipment of personal effects up to 30,000 pounds net weight and the shipment of two personal vehicles.
2. Relocation for Project Hires. A Project Hire is eligible to receive limited relocation benefits. The Contractor may pay some temporary relocation and housing expenses, subject to the same restrictions as employees on temporary assignment.



**C. Visa**

Reasonable and necessary costs for establishing and maintaining U. S. visas for employees and their immediate family are allowable so long as establishing and maintaining the visas are necessary for the performance of the employees' job responsibilities. Such costs include, but are not limited to, legal fees, filing fees, and travel costs (for employee and immediate family). Budget is approved annually in advance by the DOE Contracting Officer.

**D. Temporary Assignments/Location Change**

1. Temporary Assignments from 30-365 days. Assignment of an employee for an anticipated period of 365 days or less, but more than 30 days, is considered temporary. INL will reimburse employees for travel expenses in the same manner as the INL reimburses employees for regular business travel expenses incurred on trips of 30 days or less. However, for trips of 31-90 days, the Contractor may classify the time as business travel or a temporary assignment. Employees on temporary assignments are paid on a per diem basis for the entire term of the assignment.
  - a. Reimbursement while on Temporary Assignment. An employee on temporary assignment shall receive full lodging, meals and an incidental expense per diem for the first 60 calendar days of the temporary assignment or until semi-permanent housing is obtained. After the first 60 days or after semi-permanent housing is obtained (whichever occurs first), reimbursement for meals and incidental expenses is reduced to 65% of the per diem rate for the location of the assignment. If all eligibility requirements are met (i.e., maintaining duplicate residences, etc.), employees will be eligible for this per diem. While on full per diem, receipts for lodging expenses are required. No receipts are required for reimbursement once semi-permanent housing is obtained or 60 days has expired.
  - b. Lodging while on Temporary Assignment. The lodging portion of the per diem allowance for temporary assignees will not be disallowed except when an absence from the temporary assignment location is sufficiently long to warrant termination of lodging arrangements.
  - c. Travel Home While on Temporary Assignment. While on temporary assignment, employees may be eligible to receive one return trip home for each consecutive four-week period provided business travel has not been provided otherwise. An employee's spouse or other immediate family member may be sent to the temporary work location in lieu of a return trip home provided the action is at least cost neutral.
  - d. Employee's Vacant Home. An employee whose house is vacant due to a temporary assignment may be reimbursed for reasonable and actual home maintenance and/or lease management expenses.
  - e. Personal Effects and Vehicle Shipment. The contractor may pay shipment of 2,500 pounds net weight and the shipment of one vehicle.

2. Permanent Assignment. Unless otherwise approved by the Contractor HR&D Director and the appropriate LMT member, a temporary assignment is reclassified as a permanent assignment if it exceeds 12 months.
3. Washington, D.C. Assignments. Assignments of INL personnel to the Washington D.C. area are, and will be, in accordance with DOE Notice 350.2, *Supplemental Requirements for the Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C. Area*, and DOE O 350.2A *Use of Management and Operating (M&O) or Other Facility Management Contractor Employees for Services to DOE in the Washington D.C. Area*. Legislative assignments in the Washington D.C. area are subject to the requirements of DOE O 350.2. Assignments are approved by the Contractor Science and Technology (S&T) Council Chair and/or DOE-ID.
4. Intergovernmental Personnel Act (IPA) Assignments. An IPA assignment is a temporary transfer of skilled personnel between the Federal Government and State or local governments, institutions of higher education, Native American Tribal governments, and eligible non-Federal “other organizations, including Federally Funded Research and Development Centers. Costs associated with IPA assignments are allowable as approved by the appropriate Contractor LMT Member.
5. Foreign Travel Assignments. The Contractor reimburses travel expenses associated with foreign business travel in accordance with applicable FAR, DEAR and FTR guidelines.

## **PART - 8 - MISCELLANEOUS POLICIES**

### **A. Personnel Borrowed**

The cost associated with Battelle Corporation or affiliate employees who do not work for the INL Contractor, but are borrowed for incidental work under this Contract is allowable. Reimbursement for the time such employees work under this Contract is allowable in accordance with the home operating unit’s disclosed costing practices. Time worked under this contract includes the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel is allowed on the same basis as for INL Contractor employees.

### **B. Special Assignments/Personnel Loaned**

Special Assignments that support the Laboratory Agenda and/or enhance the Laboratory’s reputation are reimbursable under the INL Contract. Examples of allowable special assignments include: internships, service on board of directors, interagency personnel loans, affiliate staff scientists, joint appointments, sabbaticals, fellowships, and post-doctorals.

**C. Clothing**

1. Uniform and Clothing Expense

Costs are allowable for special clothing, uniforms, and shoes for employees who are required or allowed to wear them for various reasons such as housekeeping, guard exercise clothing, etc. Costs are also allowable for the laundering of such special clothing

2. Loss of, or Damage to, Employees' Clothing and Personal Effects

Employees may be reimbursed for clothing and personal effects damaged or destroyed on plant or laboratory premises as a result of fire, explosion, radioactive contamination, or other similar incidents, under circumstances in which the employee is not negligent in failing to use protective clothing. Reimbursement is made only for cost not covered under other insurance.

**D. Medical Examinations**

The Contractor may authorize or require any employee or prospective employee to submit to a medical examination when such examination is considered advisable. Costs of such examinations are reimbursable.

**E. Personnel Recruitment**

In accordance with FAR 31.205-34, reasonable and necessary expenses incurred in the recruitment of personnel, including but not necessarily limited to expenses for help wanted advertising; employment offices; travel of employees on recruiting assignments; preparation of booklets, INL logo items, and other recruiting material such as pens, pencils, coffee mugs, and other trinkets; and the use of employment agencies or executive search organizations at rates not in excess of standard commercial rates, shall be allowable. Costs for candidate interviews are allowable to include meal cost for employees and candidates, travel cost for interviewees and family in accordance with the FAR and the Contractor travel guidelines. The Contractor will include expenditures for attracting qualified women and minority candidates in its recruiting budget.

**F. Employee Association (EA)**

The Employee Association is a nonprofit organization of Contractor employees which promotes and sponsors social, education, recreational, and other matters of common interest for members in order to create an atmosphere conducive to good fellowship and high morale. It also sponsors and participates in fund-raising activities for a charitable purpose. Allowable costs for the EA are approved by the Director Communications and Public Affairs.

**G. Community Relations**

1. The Contractor may make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the local area toward achieving civic, diversity and affirmative action goals (e.g. Bond drives, charitable drives, United Way, participation in energy-use reduction studies, city councils, and school boards).

2. The Contractor may also conduct appropriate community relations activities for the purpose of assisting in the recruitment and retention of qualified personnel, and to improve the representation of women and minorities. Examples of programs which come under this provision are exhibits at science and technical shows, universities, career fairs and related activities; presentations to special interest groups showing opportunities in energy fields and at the INL in particular; on-site tours for local organizations; and presentations to enhance interest in technical careers.
3. The salaries, wages and fringe benefits of employees while engaged in such approved activities are allowable costs. Any commitment of labor has the prior approval of the Deputy Laboratory Director for Management.
4. Award items, valued less than \$100, for speakers and chairpersons of approved events as well as an honorarium, not to exceed the micro-purchase level of the FAR, and travel expenses for keynote speakers are provided as allowable costs.
5. Costs incurred during the conduct of on-site charitable works are allowable (e.g. Team INL for License to Lead, Christmas for Families, Angel Tree Program, United Way.)

**H. Workforce Restructuring**

See contract clause H.30 and I.26.