Jefferson Science Associates, LLC

APPENDIX A
Contract No. DE-AC05-06OR23177

Effective
October 2019
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INTRODUCTION

This Advance Understanding is intended to document the principles and measures for evaluation of the Contractor’s Human Resources Management (CHRM) programs and to address items of allowable personnel costs and related expenses not specifically addressed elsewhere under this contract. Certain Jefferson Science Associates, LLC (JSA or Laboratory) CHRM policies, practices, and plans are located in the JSA Human Resources Operating Plan (HROP), which has been separately submitted by the Laboratory and approved by the DOE Contracting Officer.

The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practices insofar as they are consistent with this Contract. Any changes to the HROP or new programs that increase the contract costs as of the effective date of this contract are subject to approval in advance by the Contracting Officer. Any programs or policies initiated for corporate application, permanently or for a finite period, that will impact staffing levels or compensation costs (e.g., furloughs or salary cuts) will not be applicable to Laboratory employees or employees otherwise funded through this contract, without prior approval of the Contracting Officer. Any changes to the Human Resources Operating Plan require prior approval by the DOE Contracting Officer.

The Contractor’s programs will comply with the Federal Acquisition Regulation (FAR) cost principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulation (DEAR), for all Human Resources programs. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR as well as to ensure that the cost limitations 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 incurrence of costs.

This Appendix A may be modified from time to time by agreement of the Parties. Either Party may, at any time, request that this Appendix A be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by executing modification to the prime contract.

The Contractor’s Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.

The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer. The Contractor recognizes that the Contracting Officer or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting requests.

It is understood that no provision of this Appendix can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.
2 COMPENSATION

In establishing or modifying compensation levels, JSA will be guided by the following considerations.

JSA should adopt wage, salary, and Employee benefit policies and practices, which will provide a technically competent, productive and efficient work force consistent with the terms of this contract.

JSA is a competitor in the Tidewater, Virginia, labor market area, and should adopt and maintain equitable compensation levels and benefit policies and practices commensurate with other major employers in the area within applicable Federal laws and regulations. JSA recruits certain of its personnel from an extended labor market area. With respect to such Employees, the areas of comparison will be expanded to regional and national labor markets to establish equitable salary compensation and benefit policies relationships.

JSA agrees to use its best efforts to comply with any special compensation directives established by the Department of Energy.

Salary Adjustments will reflect performance evaluations and equity considerations. Employee performance appraisals will be made at least annually; however, no salary increases should be implied or assumed to be paid to all Employees on an annual basis.

A. Salary Increases

i. When significant changes in duties and responsibilities of a position occur on a temporary basis, the employee may temporarily receive an increase in salary for the period the Employee is assigned the higher level duties not to exceed one year, which may be extended with JSA’s Senior Management approval. The change in wages shall not exceed the maximum rate of the range of the higher level position.

ii. An administrative stipend may be paid to an employee who is temporarily assigned responsibilities of a higher level position or other significant duties not part of the employee’s regular position. The sum of stipend and base salary shall not exceed the maximum salary of the higher level position. The Laboratory Director may authorize an administrative stipend up to 15% of the appointee’s annual base salary for a period not to exceed one year.

iii. Notwithstanding any other term or condition set forth in this Contract, the Contracting Officer’s approval of compensation actions pursuant to H.18 will consider:

(a) relative alignment of proposed salaries with subordinate levels;

(b) available market data, comparing total-cash compensation;

(c) total compensation relative to the maximum compensation reimbursement level, per the Bipartisan Budget Act of 2013 (BBA) Section 702, Limitation on Allowable Government Contractor Compensation Costs.
B. **Compensation Increase Plan (CIP)**

i. The Contractor shall submit the CIP proposal not later than 60 days prior to the start of the new salary cycle.

ii. In order to pay "on-market-on-average," in the calculation of market position, Laboratory salary data shall be matched to survey data as of the midpoint of the salary cycle (e.g., September 1, for a March 1, implementation).

iii. The CIP shall be expressed as a percentage of the projected base payroll for the end of the previous salary cycle (e.g., the projected base payroll for the previous February 1 for a March 1 - February 28/29 salary cycle).

iv. A Variable Pay fund may be established annually as an identifiable component of the Compensation Increase Plan. The Variable Pay plan must be approved by Contracting Officer prior to being included in the Compensation Increase Plan. The fund will be used to award lump sum Variable Pay to eligible Employees with extraordinary performance achievements and high achievers whose merit increases are limited by their top-of-the-range salary positions. Variable Pay will be limited to a percentage of base salary that equals the maximum percentage for the Employee’s performance rating as specified in the annual salary increase guidelines. All Variable Pay awards shall be subject to the Laboratory Director approval or his/her designee.
3 ANCILLARY PAY COMPONENTS

A. Premium Pay

The Contractor is authorized to provide shift differentials and other premium pay, such as Call-In Pay, On-Call Pay, meal allowances, and hazardous duty pay, as documented in a Contracting Officer approved policy and identified in the HROP.

B. Extended work week

When deemed essential to the performance of work under this contract, an extended work week may be established at the Laboratory or any portion thereof.

C. Medical evacuation services/insurance

Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) or difficult to access may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall include evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.
4 PAYMENTS ON TERMINATION OF EMPLOYMENT

A. Reduction in Force (RIF)

When employees are terminated due to a RIF, the following costs are allowable:

i. Pay in lieu of notice

   Any employee who is laid off or terminated due to a RIF may be given pay in lieu of the required minimum written notice of termination. Accumulated vacation credit is also paid.

ii. Severance pay benefit

   Severance pay is payable to regular and probationary Full-time and Part-time Employees who have six months or more of contract service and who have been laid off on account of lack of work or funding, changing programmatic needs and goals, or organizational restructuring.

   Severance pay is payable to term Full-time and Part-time Employees who have six months or more of service, have been laid off on account of lack of work or funding, and had at the time of lay-off at least six months of time remaining on their appointments.

   A term Employee whose appointment is not renewed or converted to a Regular Appointment shall receive no severance pay upon termination at the completion or expiration of the Term Appointment.

   Temporary and casual Employees and all levels of student interns and graduate student research assistants are ineligible for severance pay.

   No severance pay is paid to Employees who terminate their employment voluntarily, except as part of a workforce restructuring action as described in Section 10. No severance pay is paid to Employees who are discharged for cause, who transfer to another position within JSA, or who refuse to transfer to a job within JSA with comparable pay and benefits.

   If an Employee is reemployed by JSA after having been paid a severance payment, Company Service Credit for any subsequent severance payment consideration shall start from the date of such reemployment. If any individuals are reemployed by JSA prior to the end of the period covered by the severance pay (e.g., received four week’s pay, but reemployed after two weeks), the difference must be refunded.

   In the event that JSA is replaced as the Department’s Prime Contractor at Jefferson Lab, this change shall not entitle any Employee of the Facility to severance pay if he/she elects to remain at Jefferson Lab, or if the new Prime Contractor offers to retain him/her under comparable conditions of employment which he/she enjoyed under the JSA contract.

   No Employee will be eligible for severance pay who (1) accepts transfer to another facility, subsidiary, or affiliate of the Contractor, (2) is offered employment at
comparable pay and benefits by a successor contractor, (3) resigns or retires, or (4) is discharged for cause.

Severance pay will be calculated on the basis of the Employee’s length of service and Basic Rate in effect at the time of layoff (including extended hours pay, if any, but excluding all Overtime or Shift Differential) and paid in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Contract Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months, but less than 2 years</td>
<td>1 ½ weeks</td>
</tr>
<tr>
<td>2 years, but less than 3 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>3 years, but less than 4 years</td>
<td>4 ½ weeks</td>
</tr>
<tr>
<td>4 years, but less than 5 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>5 years, but less than 6 years</td>
<td>7 ½ weeks</td>
</tr>
<tr>
<td>6 years, but less than 7 years</td>
<td>9 weeks</td>
</tr>
<tr>
<td>7 years, but less than 8 years</td>
<td>10 ½ weeks</td>
</tr>
<tr>
<td>8 years, but less than 9 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>9 years, but less than 10 years</td>
<td>13 ½ weeks</td>
</tr>
<tr>
<td>10 years, but less than 12 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>12 years, but less than 14 years</td>
<td>16 ½ weeks</td>
</tr>
<tr>
<td>14 years, but less than 16 years</td>
<td>18 weeks</td>
</tr>
<tr>
<td>16 years, but less than 18 years</td>
<td>19 ½ weeks</td>
</tr>
<tr>
<td>18 years, but less than 20 years</td>
<td>21 weeks</td>
</tr>
<tr>
<td>20 years, but less than 22 years</td>
<td>22 ½ weeks</td>
</tr>
<tr>
<td>22 years, but less than 24 years</td>
<td>24 weeks</td>
</tr>
<tr>
<td>24 years, but less than 26 years</td>
<td>25 ½ weeks</td>
</tr>
<tr>
<td>26 years or more</td>
<td>27 weeks</td>
</tr>
</tbody>
</table>

**NOTE:** Severance pay maximum = $50,000

B. **Sick Leave**

The payment of accumulated sick leave upon termination is unallowable.

C. **Vacation**

The Contractor is authorized to pay for accumulated vacation upon termination, or change to non-benefits status, at the rate in effect as of the date of termination.

D. **Staff Settlement Costs**

The Contractor is authorized to resolve internal staff settlements up to $25,000 without the advance approval of the CO.
5 PROGRAMS INVOLVING EMPLOYEE ABSENCE FROM THE WORKPLACE

A. Paid Leave

The Laboratory will provide a reasonable and cost effective paid leave program. Paid leave includes vacation, holiday, sick, jury, bereavement, military, voting, personal, entrepreneurial, sabbatical/temporary assignment, security, investigative, administrative, community service, and search and rescue leave according to approved Laboratory schedules and/or as identified in the HROP. Only leave categories included in the HROP shall be allowable.

B. Sabbaticals/Temporary Assignments of Laboratory Employees to Other Institutions for Teaching and Research.

The Contractor shall be reimbursed for expenditures consistent with Laboratory policy arising out of an approved employee assignment to another institution for teaching and/or research if the assignment does not exceed one year.

C. Military Leave.

Military leave and associated pay is authorized in accordance with Contracting Officer approved policies, and/or State or Federal law.

D. Security Leave.

Wages or salaries paid to employees when access authorization is suspended by DOE will be allowable costs under the following conditions:

If a position which does not require access authorization is not available, the Laboratory Director or designee may place the employee on leave with pay at his or her base compensation until final disposition of the case. Leave with pay requires the Contracting Officer's concurrence that no position is available to which the employee might reasonably be transferred.

E. Temporary Domestic Assignment Allowances.

Temporary domestic assignment allowances shall be consistent with AL 2013-01 dated October 18, 2012 entitled “Contractor Domestic Extended Personnel Assignments,” which may be revised from time to time, and Contractor policy consistent with the aforementioned AL.
6 EMPLOYEE TRAINING, EDUCATION, AND DEVELOPMENT

The Laboratory shall establish training, education and development programs that are consistent with DOE requirements and guidance, industry standards, and other Federal, State and local regulations. These programs shall ensure that employees are well-qualified and competent to manage facilities and meet mission requirements through administrative, professional and technical excellence.

Upon request, JSA agrees to develop a Training Plan which contains annual training objectives, planned training courses, and projected course attendance and cost, in accordance with the requirements in Appendix E.

The Laboratory Director or designee shall send a report to the Contracting Officer upon request providing the number of employees participating in training, education and development programs and the dollars spent.

A. Training

The Laboratory may permit selected employees to attend training classes while receiving full pay in order to enable them to acquire the needed skills to qualify them for more responsible jobs and maintain competence in their fields.

B. Education

The Laboratory may approve and support educational courses taken by employees, which serve to improve efficiency and productivity of Laboratory operations, increase needed skills, or prepare employees for increased responsibilities.

An employee or third party on behalf of an employee may be paid for tuition, required textbooks and fees for courses approved in advance by the Laboratory.

C. Development

The Contractor shall be reimbursed for the cost of development programs, including but not limited to, apprenticeship training, supervisory training, management development, career updating and redirection, and work-study and other programs supporting the development of staff in fields of interest to the Laboratory.
7 EMPLOYEE PROGRAMS

A. Awards Program

i. Service/Retirement/Non-Performance awards

The Contractor is authorized to provide monetary or non-monetary recognition for achievements not based on performance. Awards may include, for example, Length of Service/Retirement Recognition; Safety Awards; Suggestion Program. All full time and part-time Employees are eligible to participate in the service award program.

ii. Performance award programs

The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.

iii. Cost

JSA may expend an amount not to exceed 0.15 percent (0.0015) per year of the laboratory’s operating budget, for awards and other appropriate Employee recognition. All expenditures for awards will be approved by the Chief Operating Officer.

B. Cost of Health Services

The Contractor shall be reimbursed for the costs of operating a Health Unit for Laboratory employees, including but not limited to the following: Pre-employment physicals and other medical examinations required to meet Laboratory employment requirements, medical care for occupational injuries and to provide relief for minor physical complaints of employees while at the Laboratory, and health examinations provided as a health service for employees.

C. Other

i. The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. Entertainment costs, including costs of amusement, diversions, and social activities are unallowable, as well as directly related costs such as tickets, meals, lodging, rentals, transportation and gratuities.

ii. Wellness program. Costs of a Wellness Program to promote employee health and fitness are allowable.
iii. Employee Assistance Program. The Contractor shall (1) maintain a program of preventive services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training, and the Drug Free Workplace Act of 1988; (2) Submit for approval by the Contracting Officer any changes to the employee assistance program implementation plan; (3) Prepare and submit information to DOE concerning Employee Assistance Program services as requested by the Contracting Officer. Such reports shall not include individual identifiers.
8 **COSTS OF RECRUITING PERSONNEL**

A. The Contractor may incur costs for the recruitment of personnel, as follows:

i. Costs of advertising and agency and consultant fees.

ii. Recruiting Expenses - The Laboratory may reimburse, consistent with other provisions of this contract, employees traveling for recruiting purposes, the actual cost incurred for the following expenses: transportation, lodging, and meals for prospective employees and, when approved, for spouses or representatives of academic institutions, professional societies and other scientific organizations and incidental expenses incurred in recruiting.

iii. New or prospective employees who have been offered and have accepted a position, and who are required to take a pre-placement physical examination, shall be reimbursed for costs of the physical examination.

iv. Costs associated with pre-employment screening shall be allowable.

B. Recruitment/Retention Tools

i. The Contractor may pay a sign-on bonus to recruit employees with critical skills.

ii. An annual retention bonus is authorized to retain employees with critical skills or whose expertise is critical to the completion of a specific project.

iii. When an individual is hired by the Contractor from another DOE management & operating or laboratory contract, such Employees may be granted Company Service Credit for all of such previous DOE contract related service provided that:

   (a) the individual’s service with the previous employer is continuous with the time of transfer to the Contractor;

   (b) in all other respects, the Company Service Credit will be allowed in accordance with the Contractor’s Company Service Credit

iv. Employees hired directly from SURA or PAE will retain their seniority date only for the purposes of annual leave eligibility and severance pay.

v. For critical, hard-to-fill positions that require extensive experience, service credit for purposes of annual leave accrual can be given upon approval by the Chief Operating Officer with concurrence by the Contracting Officer.

vi. Credit given for prior service, as defined above, will not apply towards eligibility for participation in the retiree medical program.

vii. Company service credit is applicable to severance, unless severance has been paid for prior service as indicated in Clause H.18.
9 REDUCTIONS IN CONTRACTOR EMPLOYMENT

Reductions in employment will be conducted in accordance with the contractor's CO-approved policies and practices and in accordance with applicable Departmental guidance on workforce restructuring, as revised from time to time.

A. Workforce Restructuring Actions

i. The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

<table>
<thead>
<tr>
<th>RESTRUCTURING ACTION</th>
<th>#EMPLOYEES POTENTIALLY IMPACTED</th>
<th>ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary</td>
<td>100 + or more</td>
<td>CO Notification</td>
</tr>
<tr>
<td>Involuntary</td>
<td>100 + or more</td>
<td>CO Approval</td>
</tr>
</tbody>
</table>

ii. The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters:

A. In accordance with approved laboratory/contractor policies;
B. No enhanced benefits (severance or pension);
C. No backfilling (internally or externally) or re-employment of employees for a one-year period after severance is paid. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the SSVSP. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

i. The separating employee is leaving voluntarily;

ii. The internal replacement is a regular employee on the contractor’s payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, etc.;

iii. The replacement results in a net reduction in headcount and costs of regular employees; and

iv. The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

v. A business case is submitted 5 business days in advance of notification date that include maximum number of voluntary reductions, maximum dollars, positions/skills impacted; reasons reductions are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work, copy of self-select waivers, and communication plan; and

vi. Voluntary reductions are offered to all eligible employees in an operational unit (i.e., organization, direct/indirect category, etc.)
D. Actions requiring approval will additionally require a workforce restructuring plan (Specific Plan) prepared in accordance with DOE policy.

E. Approval actions shall be submitted a minimum of 10 business days prior to announcement to employees.

F. The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

G. The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the DOE site counsel, as applicable, prior to notification of employees selected for involuntary separation.

H. Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension.

I. The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

J. Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved active reduction in force plan will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off.
   i. If DOE approval is not required, severance may be paid to an employee who volunteers for layoff or retirement if contractor management has approved the restructuring action and the termination results in the retention of an employee who otherwise would be laid off.
   
   ii. Severance is not payable to an employee who volunteers for layoff or retirement if the termination is not associated with a restructuring action approved and initiated by contractor management.

   iii. The Contractor, to the extent practicable, shall provide outplacement services in the forms of skills assessment and resume preparation to those employees who are involuntarily separated due to a layoff.

B. Displaced Worker Medical Benefit

Contractor employees who separate from employment through a workforce restructuring action, voluntarily or involuntarily (other than for cause), and who were eligible for medical insurance coverage under the contractor’s plan at the time of separation from employment are eligible for medical coverage under the DOE Displaced Workers’ Medical Benefits Program, provided they are not eligible for coverage under another plan, e.g., another
employer’s group health plan, the contractor’s Retiree Medical Plan, a spouse’s medical plan, or Medicare, based on the following schedule:

i. First Year: The Contractor's contribution for an active employee
ii. Second Year: One half of the Contractor's COBRA premium
iii. Third and subsequent years: Reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

Eligibility is determined in accordance with Departmental policy on workforce restructuring.
10 EMPLOYEE BENEFITS

A. Energy Employees’ Occupational Illness Compensation Program Act (EEOICPA)

The Laboratory agrees to comply with requests for information, records, and other program requirements to ensure the orderly administration and adjudication of claims under the EEOICPA.