

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. M013
3. EFFECTIVE DATE October 5, 2006
4. REQUISITION/PURCHASE REQ. NO. _____
5. PROJECT NO. (if applicable) _____
6. ISSUED BY CODE _____
7. ADMINISTERED BY (if other than Item 6) CODE _____

U.S. Department of Energy
TJNAF Site Office
12000 Jefferson Avenue
Newport News, Virginia 23606

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Jefferson Science Associates, LLC
12000 Jefferson Avenue
Newport News, Virginia 23606
CODE _____ FACILITY CODE _____

(X) 9A. AMENDMENT OF SOLICITATION NO. _____
9B. DATED (SEE ITEM 11) _____
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23177
X 10B. DATED (SEE ITEM 11) April 14, 2006

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 or 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 your 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.

ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW Clause H.28 entitled "Activities During Contract Transition."
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
1. The purpose of this modification is to incorporate Appendix A (Advance Understandings on Human Resources) to the contract.
2. All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Dallas, Chief Operating Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James A. Turi, Administrative Contracting Officer
15B. CONTRACTOR OFFER (Signature) <i>[Signature]</i>	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) <i>[Signature]</i>
15C. DATE SIGNED 10/10/06	16C. DATE SIGNED 10/11/06

BUSINESS SENSITIVE

Jefferson Science Associates, LLC

Appendix A

Contract No. DE-AC05-06OR23177

BUSINESS SENSITIVE

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1. INTRODUCTION

This personnel Appendix sets forth those Jefferson Science Associates, LLC (JSA) human resource management policies and related expenses which have cost implications under the contract and identifies those costs deemed reasonable and allowable for reimbursement when incurred in furtherance of the Contract work. Only those items of personnel costs and related expenses that are set forth herein or specifically referenced in this Personnel Appendix are allowable costs by advance understanding under this contract. JSA shall select, hire, manage and direct the work force. JSA shall use effective management review procedures and internal controls to assure that all costs are allowable and that actions which require prior approval of the Contracting Officer are approved prior to the incurrence of the cost.

Either party may request that this Personnel Appendix be revised and the parties hereto agree to give consideration in good faith to any such request. Revisions to the Personnel Appendix shall be accomplished by executing a Reimbursement Authorization, as approved by the Contracting Officer. When revisions to this Personnel Appendix are agreed upon, revised pages will be issued by the Contracting Officer reflecting such changes and will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page.

The Personnel Appendix is adopted for the exclusive benefit and convenience of the parties hereto, and nothing contained herein shall be construed as conferring any right or benefit upon past, present or future employees of JSA, or upon any other third party.

JSA shall promptly furnish all reports and information required in this Appendix to the Contracting Officer or other parties designated by the Contracting Officer. JSA recognizes that other data requests may be made from time to time by the Contracting Officer and agrees to use its best efforts to cooperate in meeting such requests

2. DEFINITIONS.

Average Rate. The rate which is determined by dividing the weekly Straight-time Pay by the number of hours worked during the Payroll Week when an Employee works at more than one Basic Rate or more than one Basic Rate or more than one Shift Differential rate during a Payroll Week.

Basic Rate, or Basic Salary. Rate of pay per hour or annually, exclusive of any premium, established for each job classification in accordance with the approved wage and salary schedules.

Basic Work Week. A 40-hour work week.

Bonus. A one time payment that is not part of an Employee's base salary.

Casual Employee. An Employee who works on an unscheduled, on-call basis not to exceed 1000 hours in a year.

Change of Classification. The placement of an Employee in a new classification due to reassignment.

Contractor. Jefferson Science Associates, LLC (JSA)

DOE. The Department of Energy, or any duly authorized representative thereof, including the contracting officer.

Domestic Visitor. A person from a host institution within the United States on a research assignment at Jefferson Lab.

Demotion. The placement of an Employee in a lower job classification.

Eligible Employees: Employees that work twenty or more hours per week.

Employee. A person hired by and working for the Contractor to carry out work under the provisions of contract DE-AC05-06OR23177 and who is paid with contract funds.

Exempt Employee. An executive, administrative, or professional Employee who is exempt from certain provisions of the Wage and Hour Law.

Foreign Visitor. A visitor who as a result of a cooperative agreement between the Contractor and a foreign institution provides a valuable service to the Contractor connected to the Contractor's performance of work under the Contract.

Full-Time Employee. An Employee who is regularly scheduled to work at least (40) hours per week.

Full Rotating: A work schedule in which management requires an exempt employee to change shifts frequently, on a repetitive basis, so that approximately 50% of the scheduled time is on day shift and approximately 50% of the time is on swing and/or owl shift.

Half-Rotating: A work schedule in which management requires an exempt employee to change shifts frequently, on a repetitive basis, so that approximately 25% of the scheduled time is on day shift and approximately 25% of the time is on swing and/or owl shift.

Leave Without Pay: A temporary non-pay status and absence from duty.

Long Term Disability Insurance: Replacement income for eligible employees on extended absence due to medical reasons.

Merit Increase. A salary increase that is granted to an Employee based upon performance in the current position to which the Employee is assigned and is based upon performance during the most current performance appraisal period.

Nonexempt Employee. Employee who is covered under and is subject to the provisions of the Wage and Hour Laws.

Owl Shift: Normally, 12:00 midnight to 8:00am.

Overtime: A payment in addition to Straight-time Pay for all hours worked in excess of 40 within a Payroll Week by eligible Employees.

Part-Time Employee. An Employee who is regularly scheduled to work less than 40 hours per week.

Pay Period: The period of time identifying a beginning and end date during which time is collected for payroll purposes.

Probationary Period. A period not to exceed one year that allows the organization to observe an Employee's transition into a new work environment and to establish an Employee's ability to successfully demonstrate the required competencies of the job.

Promotion. The permanent placement of an Employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.

Reclassification. A change of job level, up or down, through formal evaluation of an existing job.

Regular Employee. An Employee who is hired to work a full or part-time schedule with no preplanned separation date.

Regular Rate. The Straight-time Rate at which the hours are worked, or the Average Rate for the week, whichever is greater.

Regularly Scheduled Shift. The normal hours of working time in each Payroll Day established for each Employee.

Salary Adjustment. A change in salary outside the normal salary program required to establish either internal or external equity for a given position.

Separation. Resignation, 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).

Shift Differential. A percentage of the Basic Rate added to the Basic Rate to compensate eligible Employees required by management to work assigned swing or owl shifts or full or half-rotating shifts.

State Employee. A person hired and compensated by the Commonwealth of Virginia, but working for the Contractor. For some operational expenditures, State Employees are considered Employees of the Contractor. When applicable, this will be stated on a Section-by Section basis in this Appendix.

Short Term Disability Insurance; Replacement income for eligible employees for a limited period of time due to medical reason.

Stipend. Fixed, all inclusive, periodic payments made to eligible, non-employee students and foreign visitors, in lieu of salaries or living expenses.

Straight-time Pay. Amount obtained by multiplying the number of units of time worked by the Regular Rate per unit of time.

Straight-time Rate. The rate of pay per hour, per week, or per month obtained by adding the applicable Shift Differential rate to the Basic Rate for the job classification assigned at the time the work is performed.

Swing Shift: Normally, 4:00pm to 12:00 midnight.

Temporary Employee. An Employee who works on a full or part-time scheduled basis not to exceed 90 days per appointment.

Term Appointment: An assignment to work a full or part-time schedule of at least 91 days, but with a preplanned Separation date.

TJNAF. Thomas Jefferson National Accelerator Facility otherwise known as Jefferson Lab.

Variable Pay. Pay that is not part of an Employee's annual base salary.

Witness Leave. Time off in order to appear as a witness in court or other hearing or giving a deposition all for which are supported by a subpoena.

3. PAY POLICIES

3.1.1 General Provisions

- A. The compensation objective is to (1) provide a level of compensation which, within available funds, attracts, motivates, and assures an efficient and technically competent work force; (2) provide a valid salary comparison to the relevant labor markets in which the organization competes; (3) reflect the worth of each position to the organization; (4) relate salary and wage rate of the Employee to both Employee and JSA's performance under the contract; and (5) maintain reasonable internal equity

- B. In establishing or modifying compensation levels, JSA will be guided by the following considerations.
 - 1. 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.

 - 2. 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.

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

- C. Salary Adjustments will reflect performance evaluations. 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.

- D. JSA agrees to maintain an effective compensation program which will result in reasonable costs under the contract, based on professionally recognized compensation standards. The major components of the compensation program are further described in Section 3.1, and include salary rate range structures and a salary administration system (Section 3.1.2), an annual Compensation Increase Plan (Section 3.1.3), and review of certain individual salaries (Section 3.1.4).

3.1.2 Salary Administration

- A. All positions under JSA's Salary Administration Program will be evaluated and classified into salary ranges which reflect the level of difficulty of the position and the skill, knowledge, and responsibility needed to fulfill the functions of the position.
- B. A salary range with a minimum, a midpoint, and a maximum for each classification has been established and approved by the Contracting Officer as listed in Table 1 attached to this Appendix. Any changes in the rate ranges will be approved in advance by the Contracting Officer. The midpoint for each range is intended to represent the compensation for satisfactory performance by a qualified and experienced Employee and is intended to represent the market value for the classification.
- C. The Salary Ranges with a midpoint as the primary reference point, are to guide supervisors in making salary recommendations. Although other factors may be considered, performance must be the principal basis for recommending an increase in compensation for an Employee.
- D. Rate ranges are based on surveys of comparable jobs as identified by JSA subject to the approval of the Contracting Officer.
- E. An Employee is paid within the rate range for his/her classification. Exceptions above the rate range require written justification and approval by the Human Resources Director and the Contracting Officer, except as authorized in paragraph H. 2. below. Employees may be paid below the range, if approved by the Human Resources Director, for one of the following reasons:
 - 1. Employees who are on approved leave and are receiving only part of their normal salary from JSA.
 - 2. Employees who have not met the minimum requirements for the classification are in a training period of specified time until

they qualify and where a suitable training classification does not exist.

F. Hiring Rates

Employees are hired at rates commensurate with the assigned job classification taking into consideration previous training, experience, and other factors such as market requirements and internal equity considerations where applicable.

1. Signing Bonus- JSA may provide a non-salary-based Signing Bonus to eligible, hard to recruit positions to ensure its ability to continue to attract qualified candidates for hard-to-fill positions. Such incentives are subject to approval of the Lab Director and shall not exceed fifteen (15) percent of the Employee's annual starting salary. Employees voluntarily terminating or terminating for cause within twelve (12) months of the hire date shall be required to refund a pro-rated portion of the Bonus received.
2. Contractor will report to Contracting Officer all Signing Bonuses offered.

G. Company Service Credit

Company and Credited Service can be restored to Employees in accordance with the Contractor's Company and Credited Service policies. Policies will be administered consistently in accordance with applicable laws, and corporate rules.

1. 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 Guidelines.
2. Employees hired directly from SURA or CSC will retain their seniority date only for the purposes of annual leave eligibility and severance pay.

3. 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.
4. Credit given for prior service, as defined above, will not apply towards eligibility for participation in the retiree medical program.

H. Demotions

When an Employee is placed on a lower rated job classification and his or her salary exceeds the maximum of the lower rate range, the following will occur:

1. If the Employee's work performance has not been satisfactory, the salary will be adjusted to fall within the rate range.
2. If the Employee's work performance has been satisfactory, the Employee may be retained at his or her existing salary but will not be eligible for further salary increases until the lower rate range maximum exceeds his or her salary.

I. Individual Increases

To assure that the individual increases granted are reasonable, decisions regarding salary increases will give appropriate consideration to performance level, internal equity, salary range position, and labor market comparisons. The amount and timing of prior increases will also be considered, with prorating of increases when appropriate. Salary reviews will normally occur annually.

J. Performance Evaluation System

JSA agrees to maintain an effective performance evaluation system which appraises each Employee on an annual basis in writing and, at a minimum, contains the following features:

1. The system contains adequate safeguards to ensure rating equity within organizational units and across JSA as a whole. Such safeguards should include: second-level supervisor review and Human Resources Department review.
2. The basis for Employee appraisals are pre-established job-related performance criteria.

3. Employees are given the opportunity to discuss performance appraisals with the rating supervisor.
4. Employees may rebut factual inaccuracies in performance appraisals. Employee rebuttals are reviewed at the Reviewer or Department Head level, whichever is higher.
5. Evaluation components as appropriate that address special factors such as Environmental, Safety, and Health, and Equal Employment Opportunity/Affirmative Action.

K. Time and Attendance Records

JSA agrees to maintain a method for documenting time and attendance records which will form the basis for all pay and leave computations.

3.1.3 Compensation Increase Plan

Each salary review year, JSA shall develop and justify, in a manner prescribed by the Contracting Officer, a Compensation Increase Plan for review and approval. This plan will be based upon such factors as national and local surveys, area rates, and such other criteria as may be pertinent to the establishment of competitive salaries. The Plan consists of a percentage of exempt payroll and nonexempt payroll at the end of the prior salary year (expressed as an annualized amount) and shall be the maximum allowed for granting increases for Employees based on merit, adjustments, Reclassification, and Promotions.

A major component of the annual Compensation Increase Plan is the measurement of JSA against national and local surveys. The selection of specific surveys, area rates, and other criteria pertinent to the establishment of proposed salaries for each occupational group, (e.g., scientist and engineer, professional, administrative, technical and clerical) must be approved by the Contracting Officer (the Contracting Officer reserves the right to consider other, appropriate surveys or other data in its evaluation of JSA's plan).

The Compensation Increase Plan proposal should include data which measures average JSA pay to market average pay; information regarding how survey data was used; aging factors if used for escalating survey data; basis for projection of escalation in the market, if done, and supporting information; and analyses to support any special adjustment requests.

All salary increases, except salary increases granted to Employees on initial promotion from nonexempt positions to exempt positions, shall be charged against the fund as defined in the annual Compensation Increase Plan.

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 amount of money allocated for that individual may remain in the fund. Each component of the fund, i.e., merit, promotion, adjustments, and reclassification, shall be broken out as subtotals.

JSA will provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting increases based on Employee performance and current salary position.

The dollar amount of the fund shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force during the plan year.

Within thirty (30) days of the end of the fiscal year, JSA will provide to the Contracting Officer a report of the exempt and nonexempt expenditures under each approved Compensation Increase Plan for the preceding fiscal year. JSA agrees to use its best efforts to provide other wage and salary reports on a timely basis, as requested by the Contracting Officer.

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.

3.1.4 Approval of Individual Salary Actions

JSA will submit salaries for DOE reimbursed positions for the key senior management personnel identified in Appendix F of the Contract which require approval of the Contracting Officer. As part of its request, the Contractor shall submit DOE Form 3220.5 along with pertinent data upon which the justification is based for the proposed salary action. Individual salary actions submitted for new Employees, will be on a total compensation basis. All future DOE reimbursable salary increases will be based only on the DOE-approved salary.

JSA agrees to provide justification documentation in support of each salary increase action including, as appropriate, job performance, relative size of

budget, and number of Employees supervised, educational/experience data and individual contributions in support of mission goals. This documentation will include information to support reasonable internal salary alignment and external market equity. JSA will also provide justification for increases which exceed the annually developed salary increase guidelines used by supervisors.

No commitments shall be made to Employees regarding compensation actions until Contracting Officer approval, if required, has been obtained.

3.1.5 Other Pay Provisions

Employees are assigned salary and wage classifications. The classifications are divided into two basic groups, exempt and non-exempt. Table I lists the approved classifications in each group and also shows the approved rate range and basis for payment for each classification.

A. Overtime

1. Exempt Employees with administrative, executive or professional assignments are not paid extra for Overtime except when approved for formally extended work weeks or operational work weeks, scheduled to continue for at least four consecutive weeks. Exempt Employees are shown in Table I and normally work no less than 40 hours per week unless scheduled for part-time work.
2. Nonexempt Employees, including Nonexempt State Employees, are paid at a rate of 1 ½ times their Regular Rate for all hours worked in excess of forty (40) hours in any work week. Paid holiday hours count as hours worked. Paid leave hours do not count as hours worked except for hours spent on Witness Leave at the request of the DOE or for another Government agency when approved by DOE.
3. JSA may pay Overtime for work which is (a) necessary to cope with emergencies; (b) necessary to accomplish continuous work operations; or (c) less costly to the Government.
4. All Exempt Employees are eligible to earn credit time off at the rate of one hour earned for two hours worked for all hours over 45 worked in a week. Individual credit time may not exceed 80 hours annually. Employees will not be allowed to receive payment in lieu of credit time off.

5. All Nonexempt Employees are eligible to earn Overtime in 1 ½ times the amount worked either in cash or in credit time. If an individual chooses credit time, the time taken must be used in the same pay period that the occurred.
6. To the extent possible, all credit time must have prior approval by management.

B. Shift Differential

1. A Shift Differential shall be paid to each Nonexempt Employee who is required by management to work an assigned swing or owl shift. This Shift Differential is 7.5 percent for swing shift, and 15 percent for owl shift. Employees working overlapping shifts receive pay for the shift during which most of the time is worked unless stated otherwise in Table II.
2. A Shift Differential may be paid to an Exempt Employee who is required by management to work an assigned half-rotating or full-rotating shift in the amount of 5 percent for the half-rotating shift and 10 percent for the full-rotating shift.
3. A Shift Differential may be paid to an Exempt Employee who is regularly assigned swing or owl shift and oversees the work of a crew of Nonexempt Employees receiving the Shift Differential shall be in the amount of 7.5 percent for swing shift and 15 percent for owl shift.
4. Shift Differential for Nonexempt Employees shall be included in calculation of pay for actual hours worked, including overtime, on swing or owl shift, and for holidays, provided the Employee is eligible for holiday pay and would have worked a shift that made him/her eligible for Shift Differential.

C. Off Shift Call In

Nonexempt Employees, including State Employees, who are called in by their supervisors to handle emergency situations which occur at times other than during their Regular Scheduled Shift shall be paid for two hours or the actual hours they worked, whichever is greater. This applies only to call-in situations, and not to scheduled or shift-lengthening overtime.

If the actual call-in work time is less than two hours but the Employee is paid for two hours, only actual time worked shall count as hours worked in calculating overtime.

3.2 Severance Pay

3.2.1 Severance Pay Benefits

A. General

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.

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, 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 weeks pay, but reemployed after two weeks), the difference must be refunded.

- B. 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:

Contract Service

Severance Pay

6 months, but less than 2 years	1 ½ weeks
2 years, but less than 3 years	3 weeks
3 years, but less than 4 years	4 ½ weeks
4 years, but less than 5 years	6 weeks
5 years, but less than 6 year	7 ½ weeks
6 years, but less than 7 years	9 weeks
7 years, but less than 8 years	10 ½ weeks
8 years, but less than 9 years	12 weeks
9 years, but less than 10 years	13 ½ weeks
10 years or more	15 weeks

3.2.2 Expiration of Term Appointment

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.

3.2.3 Change of Contractor

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 (1) who accepts transfer to another facility, subsidiary, or affiliate of the Contractor, (2) who is offered employment at comparable pay and benefits by a successor contractor, (3) who resigns or retires, or (4) who is discharged for cause will be eligible for severance pay.

4. BENEFIT PROGRAMS AND POLICIES

4.0 General

The Employee benefit plans, and related necessary and reasonable costs involved in implementing and administering them, as described in this section are approved by the Contracting Officer for application to eligible Employees (see Table II, Section B-2: Benefits Eligibility) working on this contract.

Employee benefit plans may be continued from year to year without Contracting Officer approval even though experience under the Plan may result in increased premium costs, providing the benefits are not changed. Any unmandated changes in benefit or funding provisions resulting in increased cost to DOE require prior Contracting Officer approval. Any increase in cost without a change in benefits requires JSA to notify the Contracting Officer. JSA will submit copies of any financial or accounting reports developed or required in connection with the DOE-reimbursed plans discussed in Sections 4.11 and 4.12.

Contractor must be compliant with Section H18 (c) (1) and (2) of the Contract.

4.1 Service Awards and Employee Recognition

It is JSA's policy to recognize the contribution that Employees make through their length of service. All full time and Part-time Employees, including State Employees, are eligible to participate in the service award program.

JSA may expend an amount not to exceed 0.05 percent (0.0005) per year of the laboratory's operating budget, for service awards and other appropriate Employee recognition. All expenditures for awards will be approved by the Chief Operating Officer. The types of awards may include, for example, Length of Service/Retirement Recognition, Safety Awards, and Suggestion Program Awards.

4.2 Holidays

Eleven (11) holidays are recognized as paid holidays during each fiscal year. JSA may choose to designate an observed day other than the actual day. Holidays normally include:

- * New Year's Day
- * Martin Luther King, Jr. Day
- * Presidents' Day
- * Memorial Day
- * Fourth of July
- * Labor Day
- * Thanksgiving Day
- * Friday following Thanksgiving Day
- * December 24 (or announced equivalent)
- * Christmas Day
- * New Years' Eve (or announced equivalent)

- A. If one of the above days falls on a Sunday, the following Monday is observed as a holiday. If one of the above days falls on a Saturday, the preceding Friday is observed as a holiday unless an alternate day is designated by JSA.
- B. All Employees shall be paid for holidays except those designated as Casual Employees or student interns.

- C. Part-time Employees regularly scheduled to work twenty or more hours per week are paid for holidays at the proportionate ratio of their regular work schedule.
- D. A Nonexempt Employee who is required to work on a holiday is given his/her Regular Rate of pay for those hours worked on the holiday and floating time off not to exceed the time worked on the holiday to be used within the same pay period.

4.3 Sick Leave

- A. Full-time Employees who are eligible for sick leave with pay as specified in Table II, accrue sick leave by pay period at the rate of ninety-six (96) hours per year for Basic Work Weeks of forty (40) hours. Employees scheduled to work between 20 and 39 hours per week accrue credit at the proportionate ratio of their regular work schedule.
- B. Any new Employee within his/her first six months of employment, and who is eligible to accrue sick leave, but who has not accumulated sick leave, may be granted advanced sick leave at his/her straight time rate of pay to meet unusual circumstances. The maximum advance sick leave granted shall be limited to forty (40) hours per year. Such advanced sick leave must be approved by the Director of Human Resources.

If an Employee who has been advanced sick leave terminates employment prior to the repayment of advanced sick leave, he/she will have the unpaid balance deducted from his/her final paycheck.

- C. Employees who separate from JSA employment shall not be paid for unused sick leave.
- D. Prior sick leave credit may be reinstated upon re-employment under the following situations:
 - 1. An Employee who is re-employed after a break in Service of less than 15 calendar days may have all sick leave from the immediate prior service date reinstated.
 - 2. An Employee who is re-employed after a break in service of fifteen (15) or more calendar days but less than six (6) months may have up to 80 hours of sick leave from the immediate prior service reinstated.
 - 3. A laid-off Employee who is reemployed after six (6) months but within one year of layoff may have up to 40 hours of sick leave from the immediate prior service reinstated.

- E. For new Employees, accrual of sick leave credit begins with the first day of employment.
- F. Any time reported as sick leave included within an annual leave period shall be acceptable as a charge against sick leave accrual, provided it is supported by a doctor's certification or other administratively acceptable evidence (e.g., hospital billing statement).
- G. An Employee is required to furnish satisfactory evidence of sickness or disability after being absent for more than three consecutive days, or after a shorter time when abuse is suspected by the supervisor.
- H. Family Emergency Leave - In the event of an illness of a family member not covered by Family Medical Leave Act of 1993 (FMLA) which necessitates the Employee's attendance, an Employee may be granted up to five (5) working days against unused sick leave accruals. Family members not covered by FMLA include parents-in-law, grandparents, siblings, or other related persons living in the household of the Employee.

4.4 Annual Leave

Rates of Accrual

- A. All Full-time Exempt Employees who are eligible for annual leave with pay (as specified in Table III) attached to this Appendix A), accrue annual leave credit by pay period at the following annual rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
up to 2	3 weeks
over 2 -10	4 weeks
over 10	5 weeks

Eligible, full time Exempt Employees hired prior to October 1, 1995 accrue annual leave credit at the following rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
up to 10	4 weeks
over 10 -20	5 weeks
over 20	6 weeks

- (1) All Full-time Nonexempt Employees who are eligible for annual leave with pay (as specified in Table II attached to this Appendix A), accrue annual leave credit by pay period at the following annual rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
up to 1	2 weeks

over 1 -10	3 weeks
over 10	4 weeks

Eligible fulltime Nonexempt Employees hired prior to October 1, 1989 accrue annual leave credit at the following rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
up to 10	4 weeks
over 10 -20	5 weeks
over 20	6 weeks

Eligible fulltime Nonexempt Employees hired on or after October 1, 1989 and prior to October 1, 1995 accrue annual leave credit at the following rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
up to 10	3 weeks
over 10 -20	4 weeks
over 20	5 weeks

- (2) Part-time Employees scheduled to work between 20 and 39 hours per week accrue credit at the proportionate ratio of their regular work schedule and according to their date of hire.

- B. Annual leaves shall be scheduled at the convenience of departments and may be taken in any amount up to the total of the Employee's annual leave credit.
- C. Annual leave credit shall not be used prior to the time it is actually earned.
- D. For a new Employee, accrual of annual leave credit begins with the first day of employment.
- E. For Non Incumbent Employees, no more than 30 days annual leave may be carried over from one calendar year to the next. Pay in lieu of annual leave is not granted, and any accrued annual leave over 30 days that has not been taken by the end of a calendar year shall be forfeited.
- F. Incumbent Employees will have their maximum carry over days (48) grandfathered for a period not to exceed five years. Any

accumulated annual leave over the maximum of 30 days at the end of five years will be forfeited.

- G. Upon termination of employment Employees shall be compensated for unused earned annual leave at their Basic Rate of pay.
- H. Employees with less than two (2) years of service, may purchase up to 40 hours of additional annual leave in a fiscal year. The purchased annual leave must be used within the fiscal year it is purchased. If any portion of the purchased annual leave is not used by the end of the fiscal year, the funds for the unused purchased annual leave will be returned to the Employee. The cost for legally mandated and DOE-reimbursed benefits plans associated with this leave, specified in Chapter 4 of this Appendix, is an allowable expenses.

4.5 Leaves of Absence

4.5.1. Leave of Absence With Pay

- A. Leave of absence with pay may be granted to regular, Full-time and Part-time Exempt Employees with prior written approval of the Contracting Officer.
- B. All leave of absence with pay is at the Employee's Basic Rate.

4.5.2. Leave of Absence Without Pay

- A. JSA may grant an Employee a leave of absence without pay of any duration, provided the absence will not interfere with JSA's operations. Absences involving continuation of fringe benefits or service credit beyond 90 days must have the prior written approval of the Contracting Officer, except in cases of involving JSA disability benefits to include Worker's Compensation.
- B. All Employees who meet the eligibility requirements of the FMLA shall be eligible for FMLA Leave Without Pay up to 12 weeks per year for reasons covered by the Act. JSA/Jefferson Lab or the employee may choose to substitute accrued paid leave for unpaid leave in accordance with FMLA and consistent with the requirements of this contract.
- C. Regular and Term appointment Employees who have completed their new Employee Probationary Period, and whose circumstances for requesting such a leave are considered valid by the Department

manager and the Human Resources and Services Director, shall be eligible for a non-FMLA leave of absence without pay.

4.6 Jury Duty

When an Employee is summoned for jury duty, the Employee may be excused from work and may be paid for his/her normally scheduled hours.

4.6.1. All regular or term, Full-time and Part-time Employees (half-time schedule or more) on any shift or work schedule may be granted leave with pay for the actual time on jury duty and related travel, not to exceed the number of hours in the Employee's normal workday or workweek.

4.6.2. Employees may be paid their Basic Rate for up to eight (8) hours per day. Jury duty fees shall be turned in to JSA except those allowances for transportation costs.

4.7 Bereavement Leave

In the event of the death of a member of the Employee's immediate family, an Employee may be granted leave with pay for up to three days.

4.8 Military Service and Training

Employees on military leave of absence shall receive regular pay and benefits, minus an offset for the military pay received for a period not to exceed six (6) months. Anything beyond six (6) months will require approval from the Contracting Officer.

Employees called to service in the Armed Services will be granted leave and rights in conformance with The Uniformed Services Employment and Reemployment Rights Act.

4.9 Civic Leave

4.9.1 Community Service Volunteers

In support of an organized volunteer effort sponsored by local, not-for-profit, charitable organizations, the Director of Jefferson Lab may designate one day per year as community service day. Each Employee, up to a maximum of 20, who works that day as a community service volunteer may be authorized administrative leave with pay for the day.

4.9.2 Search and Rescue of Disaster Control

An Employee who performs local search and rescue or disaster relief work as a member of an organized civil unit may be authorized up to 40 hours of administrative leave with pay for the time the Employee is required to be away during scheduled working hours, when approved by the Human Resources Director. Any time in excess of 40 hours requires Contracting Officer approval.

Leave with pay may not be granted for training, drills, or practice exercises with such organized civil units.

4.9.3 Administrative Leave

A. Early Closing

When severe weather occurs, Employees designated nonessential may be dismissed early without loss of pay, to minimize traffic hazards

1. Nonessential Employees:
The designation of “nonessential” shall be made by senior management.
2. Eligibility: Employees shall be charged annual leave or leave without pay unless they remain at work until the designated time for closing.
3. Student Interns and Casual Employees, because they are paid on an hourly basis, shall not be paid for any time they miss due to weather emergencies.
4. Scheduled Part-time Employees shall be paid only for Scheduled work hours they miss due to weather emergencies.

B. Late Reporting

1. Official Late Start
 - a. When severe weather occurs, nonessential Employees may be instructed to work at a time later than usual. They shall receive up to three hours with pay for an excused absence, subject to senior management approval.
 - b. An Employee must report to work to receive such pay and shall be expected to call in if a late arrival is anticipated unless senior management has decided to close the laboratory in accordance with 4.9.3.(A).
 - c. Employee Responsibilities

- i. Employees who decide that weather conditions preclude their attendance should do so with the understanding that payment for such absence shall be either subject to their eligibility for annual leave or Leave Without Pay.
- ii. Employees who are unable to meet their regular working schedule shall notify their supervisor as soon as practical.
- iii. Employees who do not notify their supervisors of such absence shall waive eligibility for annual leave with pay.

C. Public Emergency

Employees may be authorized administrative leave with pay during a public emergency which effectively prevents their attendance at work or the continuance of work in a normal and orderly manner. An emergency includes either a natural disaster, such as fire, flood, earthquake, hurricane, severely inclement weather; or a manmade disorder, e.g., demonstration, riot, or act of sabotage.

D. Investigative Leave

Employees may be authorized time off with or without pay for an investigative/disciplinary suspension under the Contractor's disciplinary program..

4.10. Witness Leave

- A. An Employee, including a State Employee, who appears in connection with work under this Contract as a witness in court or other hearing, or gives a deposition for one of the following, is paid for such appearances at the rate he or she would have been paid had the Employee worked such time at his or her regular assignment:
 1. For JSA or at the request of its attorneys.
 2. For the DOE or at the request of its attorneys.
 3. For the federal government or its agencies when requested or approved by the Contracting Officers.
- B. Travel costs are paid as travel on JSA business.
- C. Normally, Employees shall not claim witness fees and expenses; however, if received, these shall be remitted to JSA to the account of the Government.
- D. Time paid while serving as a witness shall count as time worked for calculating Overtime only when the Employee serves as a witness for DOE or

for another federal government agency when approved by the Contracting Officer.

- E. Employees subpoenaed as witnesses, other than as the plaintiff, in a case unrelated to JSA, shall be granted time off. Employee shall elect to take Annual Leave or Leave Without Pay. .

4.11 Group Insurance Plans

4.11.1 General

- A. JSA will be reimbursed for all costs incurred in implementing, administering and funding approved group insurance plans. The features of these group insurance plans are set forth in policies and insurance plan description booklets, current copies of which shall be provided to the Contracting Officer each time a plan or plan provider changes and new policies and booklets are issued.

Authorized administrative costs associated with the effective administration of the plans include such items as: publicizing, enrolling, maintaining records, and providing Employees with assistance in understanding and collecting their benefits. JSA shall obtain approval from DOE prior to adding to or making a change in benefits under these plans when such additions or changes will result in increased cost to DOE. The Contractor shall notify DOE of any non-mandated change in costs (e.g., premium rates) which are not attributable to a change in benefits.

4.11.2 Disability Insurance

- A. Eligible Employees may purchase Short Term Disability (STD) insurance under a group plan offered by JSA by paying the full cost of the STD insurance.
- B. JSA may provide, at no cost to eligible Employees, Long-Term Disability Insurance (LTD). The monthly benefit will equal sixty (60) percent of the Employee's monthly Basic Rate not to exceed a benefit of \$8,000 per month.

4.11.3 Health Care

- A. JSA may provide health care plans (including medical, dental and major medical coverage) to its eligible Employees and their eligible dependents. These plans are offered on an employer/Employee cost share basis where JSA may pay up to 75% of the total premium costs.

- B. JSA may provide medical insurance coverage on a shared cost basis (50% Contractor and 50% retiree) to certain of its retirees and their eligible dependents. Only retirees who have five years of continuous service, have reached minimum age of 55 years and whose age and service equal 70 or more years are eligible for this coverage except as indicated in B. (1) below.
1. JSA may allow eligible Employees to access retiree medical benefits under a Retiree Transition Incentive Program when changing programmatic needs and goals, inadequate funding, lack of work, or organizational restructuring indicate the need for elimination of JSA programs or positions. Employees who receive this benefit shall be ineligible for rehire for work under the Contract. This program may be implemented only in cases where the position is eliminated and no one will be hired to fill the position after the Employee who transitions under the program retires. The program may be offered lab-wide or target specific organizational units scheduled for reduction. Contracting Officer approval is required for implementation of this benefit.
 2. Eligibility- Eligible Employees who are at least 55 years of age, have a minimum of five years of service, and whose age and service equal 65 years or more are eligible for such benefits.
 3. These obligations shall be assumed by any successor Contractor for those retirees of JSA who had qualified for the coverage at the time of contract succession. In no event shall JSA be obligated to maintain this coverage under termination of contract DE-AC05-06OR23177.
- C. JSA agrees to work diligently with its insurance carrier's medical benefit providers, and Employees to establish and maintain an aggressive cost containment program with the objective of providing high quality, reasonably priced benefits. JSA will seek innovations in its program design and implementation so that the cost of each medical benefit program component is reasonable throughout the life of the contract.
- D. Health care coverage (excluding dental) under a JSA Medical Insurance Plan may be provided to certain short term Domestic Visitors who do not have transferable medical coverage from any other source (e.g. graduate students who are at Jefferson Lab temporarily to assist with its construction or conduct scientific research). The visitor and JSA will share the premium cost of such coverage on a 50 percent/50 percent basis.

4.11.4 Long Term Care

- A. JSA may provide to eligible Employees and their spouses a Long-Term Care Insurance program. Eligible Employees may participate in the program by paying the full premium cost.
- B. JSA may provide Long-Term Care insurance coverage to certain of its retirees and their spouses. Eligible retirees may participate in the program by paying the full premium cost.

4.11.5 Group Term Life Insurance

- A. JSA may provide eligible Employees, at no cost to Employees, group term life insurance in the amount of twice their annual basic salaries.
- B. Eligible Employees may purchase supplemental life insurance under a group plan offered by JSA by paying the full cost of such supplemental insurance.

4.11.6 Flexible Benefits Plan

JSA may provide to its eligible Employees a Cafeteria plan in compliance with section 125 of the IRS code. Specifically, JSA may offer a Flexible Benefit plan that includes a Health Care Spending Account, a Dependent Care Spending Account and a Premium Conversion Plan.

4.12 Retirement Plan

- A. JSA shall be reimbursed for all allowable Contractor costs involving implementing, administering, and funding the approved regular Retirement Plan. The current plan, a defined contribution plan, is administered by the Teacher's Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF) under agreements with individual eligible Employees. The amount of DOE-reimbursed employer contribution is 10% of each Employee's DOE reimbursed Basic Salary.
- B. Administrative costs associated with the effective administration of the plan include such items as: publicizing, enrolling, maintaining records, and providing Employees with assistance in understanding and collecting their benefits. The costs of the present plans are allowable. JSA shall obtain Contracting Officer approval prior to making a change in employer contributions to the retirement plan. JSA shall notify the Contracting Officer of any change in costs which is not attributable to a change in contributions.

- C. JSA shall submit a copy of IRS form 5500 with schedules as submitted to the IRS and any other financial or accounting reports developed or required in connection with the DOE-reimbursed retirement plans.
- D. Through TIAA/CREF, JSA offers a "Supplemental Retirement Annuity" (SRA) Program providing JSA Employees a tax-deferred annuity service, whereby Employees can shelter current income, and, thus, defer income taxes, by purchasing annuities through a SRA contract and agreement for salary reduction.

4.13 Workers' Compensation

In accordance with state and federal law, the Contractor will provide workers' compensation insurance to all eligible Employees.

Accumulated sick leave and annual leave credits may be used on a supplemental basis to provide payments in an amount equal to the difference between payments under Workers' Compensation and the Employee's Basic Salary rate.

5. EMPLOYEE PROGRAMS

5.1 Education and Training

5.1.1 General

- A. JSA agrees to develop an annual 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 scope of the Plan will include all planned training except individual specialized offsite training courses that might be identified during the year, and educational assistance. The basis for the Plan will be a needs analysis which will include Contracting Officer input. Once the Plan is developed, JSA will provide the Contracting Officer a copy and, if necessary, negotiate in good faith the content of the Plan with the Contracting Officer prior to final approval of the Plan by JSA management.

5.1.2 Educational Assistance

To improve work efficiency and to develop needed skills, JSA provides for educational activities in areas of special value to its program. Courses will be taken on the Employee's own time; however, working hours may be adjusted to permit the Employee to attend required courses not available outside of working hours.

Courses must meet requirements of a degree program which is directly related to the Employee's regular work, or there must be a realistic probability that the Employee would be assigned to a position utilizing the knowledge and/or skills acquired in the degree program.

Reimbursement of costs for such education is allowable in accordance with the following:

- A. Benefit Eligible Employees who have completed successfully at least one-half of their required probation period (i.e. six months for all Employees) may be reimbursed for tuition and fees charged for courses which are part of approved degree programs and are taken at accredited educational institutions. Before such reimbursement is approved, the Employee must have received a satisfactory grade ("C" or better for undergraduate courses and "B" or better for graduate courses) or a "passing" grade for a pass/fail course.

Reimbursement is also allowed when an Employee is forced to withdraw from a course because of JSA work requirements.

1. Up to 100 percent of the costs of tuition, laboratory fees, diploma fees, and required textbooks for any semester, term, for recognized course period is reimbursable. The fees required for proficiency examinations related to approved courses of study are reimbursable when the examinations result in the granting of academic credit or are required for entrance eligibility.
2. Employees are required to submit receipts for expenditures along with their formal application for reimbursement. JSA shall not duplicate payments for educational expenses supported outside the contract, including, but not limited to, veteran's benefits payable for education, scholarships, grants, and tuition discounts.
3. A maximum of \$10,000 per Employee per fiscal year is allowed.

5.1.3 Onsite and Offsite Training

Employees, including State Employees, may attend training programs conducted both onsite and offsite to increase Employee skills and efficiency, to develop techniques for solution of operating problems, and to prepare participating Employees for increased responsibility.

5.2 Patent Awards

Cash awards up to \$500.00 per person, with a maximum of up to \$1,500.00 per patent, may be made to Employees who are awarded patents, which benefit the objectives of JSA and DOE. These awards shall be paid as direct contract expense and require approval of DOE Patent Counsel.

Total annual awards to any individual Employee exceeding \$2,500 must be approved by the Contracting Officer. An annual report describing the award, individual's name, and amount of award will be provided to the Contracting Officer.

6. MISCELLANEOUS POLICIES

6.1 Consultant or Other Comparable Employment Services of JSA Employees

JSA shall require all Full-time Employees who perform work under the contract on a full-time annual basis and Employees for whom receive 50 percent or more of their regular annual compensation under terms of the Contract with DOE, to disclose all consultant or other comparable employment services which Employees propose to undertake for others. JSA shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor shall require any Employee who shall be employed full-time on the contract work to have obtained approval from the appropriate Associate Director before performing consulting or other comparable employment services for another DOE cost-type contractor.

6.2 Professional Advancement Leave

To promote the continuing professional growth and competence of senior scientific, engineering or administrative staff members, the Director may grant partially subsidized leave with prior written approval by the Contracting Officer, as described below, to a limited number of Employees, not to exceed five (5) at any given time. Such leave, to be known as Professional Advancement Leave, may be spent at appropriate institutions within the United States or abroad when such would be advantageous to DOE and JSA.

- A. Employees may not be granted leave more than once in a five year period, nor may such leave exceed twelve (12) months. Any extensions or exceptions require Contracting Officer approval.
- B. For Employees with JSA salaries which are reimbursed by DOE, the basis for salary reimbursement will be:

1. The DOE reimbursed salary payments made to an Employee on Professional Advancement Leave shall not exceed two-thirds of the Employee's DOE-reimbursed Basic Salary.
2. The total of DOE-reimbursed salary payments plus any Stipend, grant, or other income which the Employee may receive or derive from others in connection with the leave will be taken into account to ensure that total payments do not exceed the Employee's base salary plus an amount equal to nationally recognized regional cost of living differential, as reported in the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index.

It is the intent of the parties to fully utilize funds other than DOE-reimbursed salary payments, when available, to the maximum extent possible. Accordingly, should the total income of the Employee during Professional Advancement Leave exceed the amount stipulated in (6.2.B.1) above, the DOE-reimbursed amount in paragraph (a) above will be reduced accordingly.

- C. Cost of travel for Professional Advancement Leave is not reimbursed by DOE.
- D. Annual leave and sick leave shall not accrue to the individual while on Professional Advancement Leave.
- E. Group benefit insurance coverage shall continue for the leave period if the Employee pays the total cost by arranging to make all premium payments normally paid by JSA and the Employee.
- F. In the event that the Employee does not return to the Contract or another DOE-funded activity from a Professional Advancement Leave, the reasons for the Employee not returning will be reviewed by JSA and the Contracting Officer for a determination of whether DOE shall be reimbursed for any salary paid.

6.3 Licenses and Fees

The costs of required licenses, fees, and similar costs to certify and maintain Employee qualifications to perform work under the contract are allowable. The Contractor will closely manage and control the number of licenses/fees to limit reimbursed costs to provide a sufficient number of qualified Employees to reasonably perform the affected work under the contract.

6.4 Pay in lieu of Notice

In cases where an Employee is involuntarily separated, pay in lieu of 10 days notice may be given.

6.5 Employee Assistance Program

The Contractor will provide for an Employee Assistance Program consistent with the Drug Free Workplace Act of 1988. This benefit will be administered in accordance with the contract between the Contractor and the EAP vendor. Periodic internal reviews will be conducted to assess cost/benefit of program delivery.

6.6 Reinstatement of Staff

If an Employee is terminated for cause, then through the grievance process is reinstated, the back pay for time lost is allowable.

TABLE I
SUMMARY OF CLASSIFICATIONS AND RANGES
Fiscal Year 2007 - Effective October 1, 2006

Series	Code	Classification	Abrev	Salary Range			
				Min.	Mid.	Max.	Spread
000 - Associate Director	01X	Associate Director	AD	**	**	**	**
100 - Exempt Administrators	11X	Staff Administrator I	SA I	39,200	49,000	58,800	50%
	12X	Staff Administrator II	SA II	51,700	64,600	77,500	50%
	13X	Staff Administrator III	SA III	68,100	85,100	102,100	50%
	14X	Sr. Staff Administrator	SSA	92,600	115,700	138,800	50%
200 - Exempt Scientists	20X	Post Doctoral Fellow	PD	45,300	56,700	68,100	50%
	21X	Staff Scientist I	SS I	50,600	65,300	80,000	58%
	22X	Staff Scientist II	SS II	63,600	82,100	100,600	58%
	23X	Staff Scientist III	SS III	79,700	102,900	126,100	58%
	24X	Senior Staff Scientist	SSS	96,700	124,700	152,700	58%
	25X	Principal Staff Scientist	PSS	117,100	151,100	185,100	58%
	26X	Special Scientist	SPS	**	**	**	**
300 - Exempt Engineers	31X	Staff Engineer I	SE I	50,600	65,300	80,000	58%
	32X	Staff Engineer II	SE II	63,600	82,100	100,600	58%
	33X	Staff Engineer III	SE III	79,700	102,900	126,100	58%
	34X	Senior Staff Engineer	SSE	96,700	124,700	152,700	58%
	35X	Principal Staff Engineer	PSE	117,100	151,100	185,100	58%
	36X	Special Engineer	SPE	**	**	**	**
400 - Exempt Assoc./Coord.	41X	Associate/Coordinator	A/C I	50,600	65,300	80,000	58%
	42X	Senior Assoc./Coordinator	A/C II	63,600	82,100	100,600	58%
	43X	Engineering Support Mgr.	ESM	71,700	92,500	113,300	58%
500 - Nonexempt Administrative Support/ Secretarial	51X	Admin.Support/Sec. I	A/S I	22,900	27,000	31,100	36%
	52X	Admin.Support/Sec. II	A/S II	25,700	30,300	34,900	36%
	53X	Admin.Support/Sec. III	A/S III	31,000	36,600	42,200	36%
	54X	Admin.Support/Sec. IV	A/S IV	36,200	42,700	49,200	36%
600 - Nonexempt Const./Facilities Support	61X	Const./Facilities Sup. I	C/F I	13,200	15,600	18,000	36%
	62X	Const./Facilities Sup. II	C/F II	20,100	23,700	27,300	36%
	63X	Const./Facilities Sup. III	C/F III	26,400	31,100	35,800	36%
700 - Nonexempt Tech./Drafters/ Accelerator Operators	71X	Technician/Drafter	T/D I	32,900	38,800	44,700	36%
	72X	Techno./Design Drafter	T/D II	43,200	51,000	58,800	36%
	73X	Sr. Technologist/Designer	T/D III	53,100	62,700	72,300	36%
	79X	Accelerator Operator	AO	40,200	47,400	54,600	36%
800 - Nonexempt Skilled Trades	81X	Skilled Trades	ST I	34,600	40,800	47,000	36%
	82X	Sr. Skilled Trades	ST II	42,600	50,300	58,000	36%
900 - Nonexempt Student Interns & Exempt Graduate Stu. Research Ast. COURP Program	91X	H.S. Student Intern	SI I	13,600	16,700	19,800	
	92X	Under grad. Student Intern	SI II	15,500	21,400	27,300	
	93X	Graduate Student Intern	SI III	19,500	26,400	33,300	
	94X	Grad. Stu. Research Ast.	GSRA	20,800	27,000	33,200	
	95X	Under Grad. Stu. Res. Ast.	USRA	14,900	20,500	26,100	

** Salary is outside a standard range. Includes SPS/SPE who are at TJNAF by arrangement with another institution that pays a portion of their salary.

Table II
 Section B-2: Pay Differential Eligibility

Classification Series	Shift Differential	Overtime Pay	Holiday Pay	
			Not Worked	When Work Authorized
000 - Exempt Associate Directors	No	No**	Yes	Regular rate, receive floating time off
100 - Exempt Administrators	No	No**	Yes	Regular rate, receive floating time off
200 - Exempt Scientists	Yes* Half Rotating 5% Full Rotating 10%	No**	Yes	Regular rate, receive floating time off
300 - Exempt Engineers	Yes* Half Rotating 5% Full Rotating 10%	No**	Yes	Regular rate, receive floating time off
400 - Exempt Associate/Coordinators	Yes* Half Rotating 5% Full Rotating 10%	No**	Yes	Regular rate, receive floating time off
500 - Nonexempt Administrative Support/Secretarial	Yes Swing 7.5% Owl 15%	Yes	Yes	Regular rate, receive floating time off
600 - Nonexempt Construction Facilities Support	Yes Swing 7.5% Owl 15%	Yes	Yes	Regular rate, receive floating time off
700 - Technicians/Drafters	Yes Swing 7.5% Owl 15%	Yes	Yes	Regular rate, receive floating time off
800 - Nonexempt Skilled Trades	Yes Swing 7.5% Owl 15%	Yes	Yes	Regular rate, receive floating time off
900 - Nonexempt Student Interns	Yes Swing 7.5% Owl 15%	Yes	No	Regular rate
900 - Exempt USRA and GSRA	No	No	No	Regular rate

* May be eligible for Swing (7.5%) or Owl (15%) differential, see 3.1.5.B.3

** Exempt employees are eligible to earn credit time (1 hour for every 2 worked) off after 45 hours per week, see 3.1.5.A.4

Jefferson Science Associates, LLC
 Thomas Jefferson National Accelerator Facility

Contract No. DE-AC05-06OR23177 Appendix A

Table II Section B-2: Benefits Eligibility

Type Appointment:	<u>Regular</u>	<u>Term</u>	<u>Casual</u>	<u>Student</u>
<u>Benefits</u>				
Retirement	Yes	Yes	No	No
Medical/Dental	Yes	Yes	No	Possibly
Med/Dep Care Flex Plan	Yes	Yes	No	No
Life Insurance	Yes	Yes	No	No
Short-term Disability	Yes	Yes	No	No
Long-term Disability	Yes	Yes	No	No
Workers' Compensation	Yes	Yes	Yes	Yes
Employee Assistance Program	Yes	Yes	No	No
Education Assistance Program	Yes	No	No	No
<u>Leave</u>				
Vacation	Yes	Yes	No	No
Sick	Yes	Yes	No	No
Family Emergency	Yes	Yes	No	No
Holiday	Yes	Yes	No	No
Court	Yes	Yes	No	No
Jury	Yes	Yes	No	No
Military	Yes	Possibly	No	No
Civic	Yes	Yes	No	No
Professional Advancement	Yes	No	No	No
Leave of Absence	Yes	Yes	No	No

Note: Part-time less than 50% time are not eligible for benefits except for Worker's Compensation

Type Appointment Definitions

Regular: A position with no pre-planned ending date

Term: A position with a pre-planned ending date

Casual: A position not to exceed 1000 hours in a year

Student: A position for a student enrolled in a secondary, undergraduate, or graduate degree curriculum