

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 008		3. EFFECTIVE DATE 04/01/2009		4. REQUISITION/PURCHASE REQ. NO. DE-RW000175	
5. PROJECT NO. (if applicable) QA:N/A		6. ISSUED BY RW US DEPARTMENT OF ENERGY OFFICE OF CIVILIAN RADIOACTIVE WASTE MGMT 1551 HILLSHIRE DRIVE LAS VEGAS NV 89134		7. ADMINISTERED BY (If other than Item 6) RW US DEPARTMENT OF ENERGY OFFICE OF CIVILIAN RW MGMT 1551 HILLSHIRE DRIVE ATTN ROSA GÓMEZ-CONTRACT SPECIALIST LAS VEGAS NV 89134	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) USA REPOSITORY SERVICES LLC ATTN ANTHONY S FOUNTAIN 720 PARK BLVD PO BOX 73 BOISE ID 837290001		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 827077079		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-RW0000005	
				10B. DATED (SEE ITEM 11) 03/31/2009	

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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification by Mutual Agreement of the Parties.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ 1 _____ copies to the issuing office.

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

Tax ID Number: 94-1381538

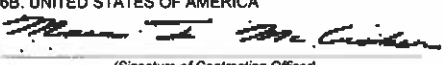
DUNS Number: 827077079

Subj to Retent: NO

The purpose of this modification is to incorporate the Advance Understanding on Human Resources (Personnel Appendix) into Part III, Section J, Appendix A, of this contract. Appendix A is included as Attachment 1 of this modification. As a result of the above, Section J is revised accordingly.

Continued ...

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc T. McCusker	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/07/2009

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-RW00000005/008	2	2

NAME OF OFFEROR OR CONTRACTOR
USA REPOSITORY SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total funds obligated and contract value remains unchanged at \$29,131,765.21, and \$1,606,464,986, consecutively.</p> <p>All other terms and conditions remain unchanged.</p> <p>The work under this contract should be conducted in accordance with the contractor's QA Program. Period of Performance: 04/01/2009 to 03/31/2014</p>				

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Advance Understanding of Human Resources

USA Repository Services (USA RS)
Section J, Appendix A
Advance Understanding for Personnel Costs

I. Introduction

This Personnel Appendix sets forth an advanced understanding of certain Contractor human resources costs under this Contract that are not covered explicitly in the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) cost principles. It identified those costs deemed reasonable and allowable for reimbursement when incurred in the performance of this 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, to the extent that these costs do not conflict with any other Contract clause.

The Contractor shall hire, manage, and direct its work force. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the Department of Energy, Office of Civilian Radioactive Waste Management (OCRWM) or the Government; however, nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder. The Contractor shall establish effective management review procedures and internal controls to assure that the limits set forth herein are not exceeded, and those areas which require prior approval by the Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

Either party may request that these advance understandings be revised or the parties agree to give consideration in good faith to any such request. Revisions to the advanced understandings shall be accomplished by executing a modification to the Contract, approved by the Contracting Officer or designee. When revisions to this Appendix A are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes and the contract modification number in the upper right-hand corner of each revised page.

These advanced understandings are adopted for the exclusive benefit and convenience of the parties, hereto, and nothing contained herein shall be construed as conferring any rights or benefit upon employees of the Contractor or upon any third party.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in these advance understandings to the Contracting Officer or designee.

No provisions of these advanced understandings shall be construed to conflict with any provisions of duly executed collective bargaining agreements.

II. Definitions

This section provides definitions for terms used throughout the Personnel Appendix that may require clarification.

Accredited Service/Incumbent Employees. The continuous period of time during which employees are engaged in any of the predecessor management and operating (M&O) contractor's or the successor Contractor's operations in support of the Yucca Mountain Project, are eligible for contractor's benefits, and are in an active pay status, or are in approved leave of absences status without pay. Accredited Service for the purpose of determining severance pay does not include any period of prior service at a U.S. Department of Energy (DOE) facility for which severance pay has been previously paid.

Accredited Services/Non-incumbent Employees. USA RS employees transferring directly from companies affiliated with URS Corporation, Shaw Environmental and AREVA Federal Services will retain their continuous or credited service for years of work performed on DOE M&O or Site Management contracts for purposes of determining eligibility and vesting for vacation, severance pay, and eligibility to participate in the 401(K). Employees transferring directly from companies affiliated with URS Corporation, Shaw Environmental and AREVA Federal Services who have not performed work on DOE M&O or Site Management contracts will retain the continuous or credited service date recognized by the affiliated company from which they transfer only for the purpose of entitlement to vacation and the savings plan.

Base Pay. The compensation of an exempt or nonexempt employee, exclusive of premium or other compensation. The base pay may be expressed as an hourly, weekly, or annual rate.

Casual Employee. Employment status of an employee hired on a schedule of either widely varying hours or a regular schedule of less than 20 hours per week. Casual employees may be in any salary grade, but they are not exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA). Casual employees who have not recorded time worked for a period of at least six months will be terminated. Casual/temporary employees are covered by legally required benefits, but do not receive or participate in any other type of employee benefit program, group insurance plans, paid absences, or retirement plans. Casual employees will not be eligible to receive Displaced Worker Benefits or severance pay upon termination.

Temporary Employee. Employment status of an employee hired for a limited time not-to-exceed six months. Temporary employees are covered by legally required benefits, but do not receive or participate in any other type of employee benefit program, group insurance plans, paid absences, or retirement plans. Temporary employees will not be eligible to receive Displaced Worker Benefits or severance pay upon termination.

Compressed Workweek. A work period designed to allow employees to fulfill work requirements in fewer days by increasing the number of hours worked in a single day. A compressed workweek may be expressed as a 4/40 (four consecutive work days of ten hours each to total 40 hours worked in a one-week period resulting in three consecutive days off during each workweek) or a 9/80 (nine work days totaling 80 hours worked in a two-week period

resulting in two consecutive days off the first week and three consecutive days off the second week).

Contractor. USA Repository Services, LLC (USA RS)

Employee. A person hired by and working for the Contractor who is paid directly by the Contractor. Individuals working through a sub-contract or consulting agreements are not considered employees of the Contractor.

Extended Workweek. An established workweek which exceeds forty (40) hours of each week for a period which is anticipated will extend beyond four (4) consecutive weeks.

Fair Labor Standards Act of 1938, as amended (FLSA). The Federal Act published in law in sections 201-219 of title 29, United States Code, provides for minimum standards for both wages and overtime entitlement, and spells out administrative procedures by which covered work time must be compensated. Included in the Act are provisions related to child labor, equal pay, and portal-to-portal activities. In addition, the Act exempts specified employees or groups of employees from the application of certain of its provisions.

Full-time Employee. Employment status of an employee regularly scheduled to work 40 hours per week.

Incumbent Employees. Employees who are retained from the predecessor contractor and are on the successor contractor's payroll as of April 1, 2009.

Non-incumbent Employees. All employees who are hired after April 1, 2009.

Overtime Pay. Payment to eligible employees for hours worked in excess of 40 hours within a regularly scheduled work week.

Paid Time Off (PTO). Time that will accrue as a benefit to the employee, which may be used for vacation, religious observance, illness, or other needs for personal time off from work. PTO is accrued in accordance with an increasing schedule based upon years of service. PTO is an earned benefit and accrued balances are payable upon termination.

Part-time Employee. Employment status of an employee regularly scheduled to work at least 20 hours but less than 40 hours per week. Employees in this status are considered nonexempt for overtime purposes.

Regular Employee. Employment status of an employee hired in a full-time or part-time capacity. Regular status does not include Casual/temporary staff or contract staff.

Retiree. An employee who terminates employment with USA RS on or after attaining age 55 and whose age plus service equal 65 or more on the date they terminate employment.

Termination. The separation of the employment relationship due to resignation, discharge, layoff, retirement, death, and/or removal from the payroll because of disability.

Work Week. A period of seven consecutive days (168 hours).

III. Compensation

A. General Provisions

The objective of the compensation program is to provide a level of total compensation (direct pay, base and non-base salary, and benefits) which within available funds, attracts, retains, rewards, and motivates a quality work force necessary to accomplish the mission; maintains a total compensation comparable with competitive markets; is consistent with the value and internal equity of each employee category; and relates total cash compensation to team performance and individual performance and position in the salary range.

B. Compensation Standards

The elements below will be included in the Contractor's compensation system and will be the basis upon which DOE will evaluate the Contractor's self-assessment required under contract clause H. 21 Employee Compensation: Pay and Benefits. The elements are:

- Philosophy and strategy for all pay delivery programs;
- Method for establishing the internal value of jobs;
- Method for relating the internal value of jobs to the external market;
- System that links individual and/or group performance to compensation decisions;
- Method for planning and monitoring the expenditure of funds;
- Method for ensuring compliance with applicable laws and regulations;
- System for communicating the program to employees; and
- System for internal controls and self-assessment.

C. Compensation for Key Personnel.

Any proposed reimbursable salary action for the General Manager, Deputy General Manager, Repository Design Lead, Project Management & Integration Lead, Repository Licensing Lead, Quality and Performance Lead and Pre-closure Safety Analysis Lead shall require prior approval of the Contracting Officer. Such actions shall be submitted to DOE along with supplemental information that is necessary to justify the action, and a completed Compensation Approval Form, DOE F-3220.5.

Salary actions for the General Manager and Deputy General Manager shall be submitted to the Contracting Officer no less than 60 days prior to proposed effective date of the action(s). Salary actions for the Repository Design Lead, Project Management and Integration Lead, Repository Licensing Lead, Quality and Performance Lead, and Pre-closure Safety Analysis Lead shall be submitted to the Contracting Officer no less than 30 days of the proposed effective date.

The Executive Incentive Program is an allowable cost with Contracting Officer approval prior to incurring cost. A plan description and annual budget shall be submitted to the

Contracting Officer for approval. The plan shall include the assessment factors related to the performance of its management team. The total compensation reimbursement will not exceed the limitation established by the Office of Federal Procurement Policy (OFPP).

D. Compensation Increase Plan

USA RS will provide the annual Compensation Increase Plan (CIP) submittal to the DOE Contracting Officer no later than January 1 of each year. The CIP plan year is designated as 04/01 through 03/31 of each year and will include compensation considerations such as merit increases, market adjustments, promotional increases, variable pay increases, and any other mutually agreed upon categories. A Compensation Self Assessment Plan will be designed and submitted as an attachment to the annual CIP.

The approved compensation increase fund is calculated as a percentage of the exempt and nonexempt payrolls 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/equity, promotions, and bonuses.

All increases and bonuses are charged to the CIP fund on an annualized basis. Once an individual's salary increase and/or bonus are charged to the fund, reuse of that amount, i.e., recovery for any other purposes during the salary year is unallowable. If an individual terminates before receiving an increase or bonus the portion of the fund allocated for that increase may remain in the fund.

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 a result of a reduction-in-force (RIF).

E. Employee Incentive Programs

Employee Incentives designed to recognize employee performance and achievement are allowable costs with Contracting Officer approval. USA RS will establish and submit to the Contracting Officer, as part of the annual CIP, a proposed annual pool based on a percentage of base salaries for exempt and non-exempt employees and those seconded from the parent organizations. Awards will be distributed annually based upon personal and project performance and will be non-base pay building. Once approved funding is exhausted, any additional incentives will be paid from non-reimbursable funds.

F. Employee Recruitment, Retention, and Relocation Bonuses

An Employee Recruitment, Retention and Relocation bonus program is an allowable cost with Contracting Officer approval. A program description and annual budget shall be submitted to the Contracting Officer for approval prior to incurring cost.

G. Overtime

Eligible employees will receive overtime pay for hours worked in excess of the basic workweek. All overtime hours worked are subject to federal, state, and local labor laws. Overtime will be controlled by the functional manager who authorizes any overtime before it is worked.

An Overtime Control Plan may be required by the Contracting Officer, if overtime usage as a percentage of payroll has exceeded, or is likely to exceed 4%, or if the Contracting Officer otherwise deems overtime expenditures excessive.

1. Nonexempt Employees

Nonexempt employees will be paid one-and-one half times their base hourly rate for any hours worked in excess of 40 hours in a work week. Any nonexempt employee who is required to work on a paid holiday will be paid one-and-one half times their base hourly rate for hours worked in addition to their base hourly rate of pay for the holiday. Time worked on a holiday will be counted in the computation of the 40-hour work week.

2. Exempt Employees

- (a) Exempt employees in Grades 21 through 24 will be paid one-and-one-half times their base hourly rate for any hours worked in excess of 40 hours in a work week. If required to work on paid holidays, these employees will be paid one-and-one-half times their base hourly rate for hours worked on the holiday, in addition to their base rate of pay for the holiday. Time worked on a holiday will be counted in the computation of the 40-hour work week.
- (b) Exempt employees in grades 25 through 27 may be paid overtime at their base pay rate when a significant amount of time in excess of the regularly scheduled 40-hour work week is scheduled in advance, properly documented, and approved by the employee's immediate manager/supervisor in advance. This may apply when overtime is expected to continue for more than one week. Overtime pay will not be approved for casual overtime required to fulfill regular duties and responsibilities.

When required to work on a scheduled holiday, these employees will be paid at their base pay rate for all hours actually worked, in addition to the pay for the holiday. Time worked on a holiday will be counted in the computation of the 40-hour work week.

- (c) Employees in grades 28 to 32 are not typically paid overtime. Under unusual circumstances, employees may be paid overtime at the employee's base pay rate when a significant amount of overtime in excess of the regularly scheduled 40-hour work week is scheduled, properly documented—including appropriate justification for an exception—and approved by the General Manager in advance. An extended workweek is a workweek scheduled and established in

excess of the basic workweek of 40 hours and for a period of not less than 4 consecutive weeks. Employees in salary grades 28-32 on an approved extended work week will be eligible for additional pay at straight time rates.

Normally employees in these grades who are required to work on a scheduled holiday do not receive pay for that work. However, they may receive pay at their base pay rate for hours actually worked in addition to the pay for the holiday when the above overtime approvals have been granted.

3. Overtime Pay – Training Programs (Grades 21-24)

Attendance at lectures, meetings, training programs and similar activities outside the employee's regularly scheduled 40 hour work week will not be counted as time worked if all of the following criteria are met:

- attendance is voluntary;
- the course, lecture or meeting is not directly related to the employee's job; and,
- the employee does not perform any productive work during attendance.

H. Emergency Pay

Emergency Pay may be granted to employees for up to one day when extraordinary circumstances beyond the control of the contractor preclude normal operations. Leave in excess of one day requires General Manager approval. Examples of extraordinary events include: severe weather, building closures, national emergencies, or other events that may threaten the well being of employees. Emergency pay is not applicable to employee personal emergency situations.

I. Death Benefit

In the event of the death of a regular employee, the Contractor will pay the surviving spouse or other designated beneficiary, or if there is no surviving spouse or other designated beneficiary, will pay the estate of the deceased, a lump sum amount not to exceed four weeks at the employee's current base or equivalent hourly rate as well as any earned and accrued paid-time off.

Upon the death of an employee while travelling on company business or on temporary duty assignment, the cost of preparation and transportation is allowable for the deceased employee, as well as the cost of transportation for dependents and the personal effects of the deceased employee. This allowable cost will be from the place of travel assignment or temporary duty assignment to the place of the employee's permanent duty station or equivalent distance. Transportation of dependents is applicable providing the contractor gave authorization for family members to accompany the employee on temporary duty assignment and prior Contracting Officer approval is obtained.

J. Termination Pay

When an employee has submitted a resignation, the Contractor may give the employee not more than two weeks pay in lieu of remaining on duty, with prior approval of the General Manager.

K. Severance Pay

In the event of a reduction-in-force or contract close-out severance pay for employees is an allowable cost and payable in accordance with contract clause H.21 (e)(3)C.

1. Employee Compensation: Pay and Benefits.

- (a) Severance Pay. The Contractor is authorized to pay one week base pay to all regular employees with less than one year of accredited service and one week's base pay per year of accredited service to regular employees with one or more years of service to a maximum of 15 weeks severance pay. Regular part-time employees receive prorated severance benefits. Employees must complete at least six months of accredited service in their final year of employment to receive one week's severance pay for that year. For the purpose of severance, employees will not receive prior service credit with respect to any period of employment for which that employee previously received severance pay paid through a DOE cost-reimbursable contract.
- (b) Pay in Lieu of Notice. When the Contractor is unable to give advance notice to employees of an impending RIF/Layoff, regular employees may be paid up to 30 days pay in lieu of notice in addition to severance pay. Contracting Officer approval is required.
- (c) Employees who have received severance pay and are subsequently re-hired by USA RS may enter into a payback agreement to regain severance service years for future RIF/layoff action. Prior to receiving credit for previous service the entire amount of the severance must be repaid.

2. Contract First Year Separation Pay Eligibility

After April 1, 2009, in the event of a reduction-in-force or contract close-out during the first year of the contract the six months of accredited service provision will be waived. Incumbent BSC employees who hired into USA RS as part of the transition will receive severance pay as described in paragraph (a) above as modified by this paragraph.

IV. Labor Relations

Costs incurred in maintaining satisfactory labor relations between the contractor and its employees and labor unions including costs of shop stewards, labor management committees, employee and corporate publications, and other related activities are allowable costs.

V. Employee Absences from the Workplace

A. Paid Time Off (PTO)

PTO is provided to eligible employees to be used as they wish, e.g., for vacation, illness, personal reasons, or religious observance. With exception of illness, PTO is scheduled in advance and mutually agreed upon by the supervisor and the employee. PTO accrues each pay period and may be used as accrued. Managers are authorized to approve up to 40 hours advance of PTO. The advance will be offset by future accrual or be withheld from the final pay of a terminating employee.

Regular employees accrue PTO each pay period by the schedule below and are eligible to use PTO as it accrues.

- 0<3 years: 128 hours (16 days)
- 3>5 years: 144 hours (18 days)
- 5<10 years: 160 hours (20 days)
- 10<20 years: 184 hours (23 days)
- 20+ years: 200 hours (25 days)

Part-time employees scheduled to work less than 40 hours per week accrue PTO on a prorated basis. Employees on casual/temporary status do not accrue PTO.

Upon termination the employee's unused PTO balance will be paid to the employee.

Employees who transfer to USA RS from one of the partner companies may transfer up to 480 hours of accrued PTO from their former company, so long as the hours have not been paid to the employee upon the termination of their employment from the prior company and funding for the PTO is provided by the Parent. These employees will also maintain their partner company accrual rate if higher than the applicable level as represented above.

B. Disability Sick Leave (DSL)

1. Former BSC employees who transition to USA RS as a result of the new contract will maintain their current disability sick leave balance.
2. Employees who transfer to USA RS from URS, The Shaw Group, or AREVA companies will be credited with 35 hours per year of service up to 175 hours in a DSL bank. This temporary bank will expire 12 months from date of hire at which time accrual will be at the rate described in 3. below.
3. Active employees will be credited with 35 hours of disability sick leave on their service anniversary up to a maximum of 175. Regular part time employees will receive a prorated credit.
4. USA RS and former BSC employees that are rehired within three years of employment separation will have their DSL balance reinstated.

5. The DSL is supplemental to other disability benefits and is only available for medical situations that qualify and are approved by the insurance carrier for short-term disability.
6. DSL is not a vested benefit to which employees are entitled upon termination or reclassification from regular to casual status. Accordingly, any credited DSL will not be paid upon termination or reclassification.

VI. Employee Training, Education and Development

Costs, including implementation, for USA RS employee development, identifying appropriate training for suitable assessed employees, as and when the need arises is an allowable cost. Through a systematic assessment of training need requirements, USA RS will utilize the most suitable methods and technology to develop a highly skilled and qualified workforce to support the YMP. USA RS shall submit a Fiscal Year Training Plan on an annual basis for Contracting Officer approval. The plan is to include training requirements, objectives and estimated costs as established through a needs assessment process.

A. Employee Education Tuition Assistance Program

1. Regular employees, who are active or on medical/family leave on the course start date and through the completion of the course, are eligible.
2. Courses shall be related to the employee's job duties or directly related to the mission of the Contractor and DOE. In addition, these courses must be offered by an accredited school, college, or institution.
3. The Contractor may reimburse for eligible costs, up to the amount of similar charges for courses provided by a local state-supported university, less financial assistance from other sources (grants, assistantships, fellowships, scholarships, VA assistance, etc.) when the employee achieves a grade of C or better, or "pass" in a pass-fail course. Where essential training is not provided locally, or where business-related scheduling conflicts exists, the full amount of charges beyond the local state-supported university costs may be reimbursed on an exception basis. The Contractor may provide a maximum of \$5,250 per employee per fiscal year. The employee must furnish records of course completion and eligible costs incurred.
4. Eligible costs include tuition, required textbooks, applicable state and local taxes and required direct charges billed by the institution for instruction, such as laboratory fees, initial registration fees and health fees.
5. Ineligible costs include late charges, equipment, tools, general supplies, supplemental non-required textbooks, medical insurance, out-of-state tuition premiums, tuition for courses that are audited and parking fees.

VII. Employee Programs

A. Employee Recognition Programs

Costs, including implementation, for the USA RS Recognition and Morale program, designed to appropriately recognize employee performance, achievement and milestones are allowable to the extent approved by the Contracting Officer. The program will include, but not limited to, awards for employee safety, job performance, length-of-service, personal achievements, spot bonus and project milestones. The program will be administered in accordance with the USA RS Contract, FAR 31.205-13(a), Employee Morale, Health, Welfare, Food Service and Dormitory Costs and Credits and related sections, and the Internal Revenue Code.

B. Business Cards

The cost of printing business cards is an allowable cost limited to: first-line supervisor level and above, Procurement personnel having routine contact with offsite vendors, and Human Resources personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities. .

C. Trade, Business, Technical and Professional Activity Costs

Costs associated with trade, business, and technical and professional activity costs directly related to the YMP mission shall be allowable.

1. Memberships in trade, business, technical, and professional organizations.
2. Subscriptions to trade, business, professional, or other technical periodicals.
3. Individual professional fees, dues and licenses necessary to the Project or required by the job description are allowable costs. Files on all Contractor expenditures shall be maintained by the Contractor in such a manner as to be readily available for audit.

D. Contractor Sponsored Educational Events

When the principal purpose of a meeting, convention, conference, symposium, or seminar is the dissemination of trade, business, technical or professional information or the stimulation of production or improved productivity the associated costs are allowable to the extent approved by the Contracting Officer.

VIII. Costs of Recruiting Personnel

The reasonable and necessary cost incurred for the recruitment of personnel will be allowed. Cost may include but not necessarily limited to:

- Costs of help-wanted advertising.
- Costs of operating remote temporary recruitment offices.

- Costs related to the purchase of screening or assessment tools.
- Travel costs of employees engaged in recruitment initiatives.
- Travel costs of applicants for interviews.
- Costs for employment agencies, not in excess of standard commercial rates.
- Help-wanted advertising costs are unallowable if the advertising—
 - (a) Does not describe specific positions or classes of positions; or
 - (b) Includes material that is not relevant for recruitment purposes, such as extensive illustrations or descriptions of the company's products or capabilities

IX. Community Programs

Costs for community programs will be reimbursed for those allowable under FAR 31.205-1, Public Relations and Advertising Cost.

Stakeholder Information. Motion pictures, videotapes, brochures, handouts, magazines and other media designed for YMP Project efforts and for performance of contract including implementation of a Community Relations Program and Public Information Releases. Unallowable media are those designed to be promotional of the contractor and the use of its name.

Community Service Activities. Contractor employee participation in community activities such as Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc., is allowable.

Special Events including support to Diversity Activities. Activities necessary to support DOE's YMP Strategic Plan and its policy for diversity, educational and other socioeconomic programs such as the following programs and events: Jr. Achievement, Cooperation Education programs, National Black History Month, Veteran Appreciation, etc. Special Events are allowable if in compliance with applicable DEAR and FAR clauses.

X. Workforce Reduction

Costs for analyses, studies and implementation of reductions in employment will be reimbursed. Periodically and/or as business need arises, USA RS will summarize the vision and analyze the goals, objectives and anticipated changes of the Yucca Mountain Project in order to design a workforce plan which will address future workforce needs and skill gaps.

In the event it is necessary to reduce the labor force, the Contractor will perform its own workforce planning consistent with the OCRWM and DOE Section 3161 Plan. Subject to DOE approval, the Contractor's workforce restructuring plans may also be multi-year restructuring action plans, which may need to be revised and updated periodically.

USA RS will submit any plans for restructuring/reduction/re-training, including estimated costs to the DOE for approval before any action is taken.

USA RS shall notify the Contracting Officer of a RIF that result in the lay-off of up to 50 employees in a 30-day period. A RIF of 51 to 100 employees require Contracting Officer

approval. A RIF of 101 or more employees requires Contracting Officer approval and DOE Headquarters concurrence.

Displaced Workers Medical Benefit. This benefit is extended to workers who are either involuntarily and voluntarily (self-select) separated under an approved work force restructuring activity. In order to be eligible for displaced workers medical benefits, the employee must be:

- (1) Eligible for medical insurance coverage under a USA RS medical plan at the time of separation; and
- (2) Not be eligible for coverage under either another employer's group health plan or Medicare at the time of separation.

The Contractor will comply with any Federal or State laws and regulations related to workforce reductions, including the Worker Adjustment and Retraining Notification Act (WARN).

XI. Group Insurance Plans, General Liability, Automobile Insurance, Workers' Compensation and Other Legally Required Insurances

The employee benefit plans and related costs that are approved by the Contracting Officer for application to the employees working on this contract are reimbursable. Annually, the Contractor will provide the Contracting Officer, with a detailed breakout of estimated plan costs and premiums for the upcoming plan year. In addition, any change in benefits or benefit plan design must be submitted to the Contracting Officer for approval at least 30 days prior to the implementation of such change(s).

A. Group Insurance Plans

USA RS will adopt the various group benefit plans in use by the predecessor contractor for the balance of the 2009 plan year as approved by the Contracting Officer. Any subsequent plan changes/revisions will be submitted to the Contracting Officer for approval prior to implementation. Details of DOE approved plans included in the appropriate Summary Plan Descriptions or insurance contract(s) will be provided to the DOE Contracting Officer.

1. Group Medical premiums are apportioned between the Contractor and the employee.
2. Group Medical coverage is available to employees during period of medical leave. However, the premium apportionment is only applicable for medical leave or military family leave up to 26 weeks.

Medical Credit. As part of the medical insurance program, eligible employees will receive a medical credit equal to \$1,000 in a full calendar year. Paid to employees as additional compensation in their paychecks, it is used by employees who elect medical coverage through the company-sponsored plans as an offset for a portion of the employee's medical premium. For those who decline medical coverage through

the company-sponsored plans, the credit may be retained as additional cash compensation.

Flexible Spending Accounts. USA RS will offer Flexible Spending Accounts (FSAs) to employees for eligible health care expenses and dependent care expenses on a before-tax basis. Employees may set aside up to \$5,000, inclusive of any contributions made to a Health Care FSA with another employer prior to USA RS employment with USA RS in the 2009 calendar year.

Retiree Medical Coverage. Employees pay the full cost of retiree medical, except former TRW employees who transferred to the BSC contract on February 12, 2001, and who were age 50 or older on that date. These grandfathered employees will receive the subsidy available to them on that date based upon the formula in the TRW retiree medical plan on that date. The Contractor contribution to the cost of the plan for former TRW employees eligible under the predecessor contract is based on years of service, but will never be more than the actual plan cost.

At the time of contract expiration or termination, an actuarial calculation will be performed by the Contractor, valuing the liabilities of those retirees with DOE contract service. If the DOE and Contractor agree to a lump sum amount, the retiree liability can be settled by a lump sum payment to the Contractor thus dissolving this liability. If the parties cannot agree to an amount, two options may be implemented: (1) transfer liability to the replacement contractor or (2) implement the pay-as-you-go option that will continue until all liabilities are met or until a settlement can be reached, whichever occurs first.

B. Liability, Automobile Insurance, Worker's Compensation and Other Legally Required Insurances

USA RS is covered by the insurance policies of the URS corporate offices. With Contracting Officer approval the contract will be charged for the following types of insurance coverage:

- Excess Package (EP) – Several layers of General Liability Insurance for personal injury or property damage to third parties. (Purchased)
- Workers Compensation (WC) – Standard Workers Compensation coverage
- SIR and Purchased General Liability (GL) – General Liability coverage
- Automobile Liability SIR (AL) – Automobile and Truck Coverage – SIR and Purchased

XII. Pension/Retirement Benefits

- A. USA RS will adopt the 401(k) Savings Plan in use by the predecessor company. All plan provisions will remain unchanged to include the dollar for dollar company match up to 4% and the discretionary "Retirement Contribution" for certain employee groups which is described in the plan document as ranging from 2%-5%, fixed at 4.75% as per DOE approval OBS:CDA-0092.

- B. USA RS will continue to award a Restoration Contribution to the Highly Compensated Employees (HCE) that were removed or will be removed from the Salaried Pension Plan. This contribution ranges from 4.75% to 14.25% based on an age and service formula.
- C. USA RS will administer the Defined Benefit Pension Plan (Salaried Pension Plan) in use by the predecessor contractor. USA RS will assume the Pension Plan and affect a sponsor name change to reflect the new contractor. Additionally, USA RS will continue the supplemental payments to HCE's outside the qualified plan because the value of their pension benefit exceeds the limits of the Savings Plan's Restoration Contribution. This Salaried Pension Plan is frozen and closed to any new participants.

XIII. Travel and Relocation

Travel costs shall be allowable to the extent they are incurred in accordance with DEAR 970.3102-05-46 and FAR 31.205-46. Travel-related costs and travel costs associated with relocation for lodging, meals, and incidental expenses shall be reasonable and prescribed by the General Services Administration.

Relocation expenses shall be incurred in accordance with the provisions, limitations and exclusions of FAR 31.205-35.

XIV. USA RS Personnel Loaned to Outside Organizations

With prior Contracting Officer approval, the Contractor may temporarily assign USA RS employees to locations and organizations to perform other work than Yucca Mountain work. Such assignments may be to state and local governments, non-profit organizations, private sector partners or other customers. Consideration of such assignments must include factors deemed to be in the best interest of the DOE and the Contractor. The terms of these assignments will be determined to best meet the needs and obligations of the specific request but normally will not exceed a two year period. Up to 100 percent of the cost of the assignment to the Contractor may be reimbursed. The terms and conditions of cost reimbursement will be spelled out in the approval letter.

Employees on temporary assignment will remain employees of USA RS.

XV. Employee Leave

- A. Holidays. Time off with pay is provided at the base rate of pay for each of the following Holidays:
- New Year's Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day After Thanksgiving Day

- Christmas Day

In addition to the holidays listed above, the contractor is authorized two additional floating holidays to be determined by the Contractor. The holidays must be identified in advance to the Contracting Officer in writing.

- B. Death in Immediate Family. Time off with pay of up to three days may be allowed for an employee to attend the funeral of a member of the immediate family. For the purpose of this benefit, the immediate family includes children and spouse (or registered domestic partner), parents, grandparents, brother or sister of the employee or spouse, grandchild, mother-in-law, father-in-law, or legal guardian. Additional time off with pay for travel outside the continental United States of up to two days may be granted with the approval of the Human Resources Manager.
- C. Military Leave. Military leave will be guided by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) 38 U.S.C Chapter 43.
 - 1. An employee may be granted leave with pay not to exceed 10 working days within a twelve month period to attend active training duty in the Armed Forces Reserve or the Coast Guard Reserve of the United States, the National Guard or the Air National Guard.
 - 2. Pay allowed for such leave will not exceed the difference between the employee's base pay for the period of leave and military pay excluding allowances for housing and subsistence. Employees who are called up for short-term National Guard duty or Reserve emergency duty may be paid up to 5 working days at their base pay rate to meet this commitment. If the employee is called to emergency duty, the Contractor will pay up to one-half of the employee's base pay rate for up to 180 days of active duty. Unpaid leave of absence would apply for any period beyond 180 days.
- D. Jury/Witness Duty. Court leave is paid time off without charge to PTO. An employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave. An employee who serves as a witness in any judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave. Requests for court leave in other proceedings may be submitted to the Contracting Officer for consideration.
- E. Voting Time. To the extent consistent with, and not in violation of applicable State statutes, the Contractor may grant an employee time off with pay for the purpose of voting in a duly constituted governmental election. Employees must furnish satisfactory evidence of inability to vote outside regular hours and obtain the approval of the Human Resources Manager.
- F. Workers Compensation.
 - 1. The Contractor may pay an employee "injury time" for absences from work as the result of a job-incurred injury or illness at 100 percent of base pay, unless/until the employee receives benefits as provided under the State Workers Compensation Statute.

2. The Contractor may supplement the benefits provided for by the State Statute with "injury time" up to 75 percent of base pay, not to exceed six months or 26 weeks from the date of the injury or illness. Once an employee qualifies for statutory workers compensation benefits, injury time paid at 100 percent will be adjusted retroactively to the 75 percent level.
3. Employees may supplement statutory workers' compensation benefits, including "injury time," up to 100 percent of net pay with the DSL or PTO.