

consistently fails to maintain the quality standards required by specifications and performance requirements, and such refusal or failure is not due to causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, the Contractor shall be considered to be in default. In such event the Contracting Officer may give the Contractor written notice of default which notice shall specify the nature and details of the default. If the Contractor fails to cure such default within thirty (30) days after receipt of written notice from the Contracting Officer, then the Contracting Officer may, for such default, terminate the right of the Contractor to proceed with the performance of the work. The Contractor may treat as a dispute under Article XV, "DISPUTES", its disagreement, if any, that it is in default; but proceedings under that article shall affect neither the Contractor's obligation to cure the default alleged in the written notice of default nor termination by the Contracting Officer for failure to effect such cure.

3. Entry by Commission after Default. If performance of the work under this contract is terminated for the default of the Contractor, the Government may enter upon the premises and take possession of all Government-owned materials, tools, machinery, equipment, and appliances which may be in the possession or control of the Contractor and of all options, privileges, and rights and may carry on or employ any other person or persons to carry on the work.

4. Terms of Settlement. Upon termination of performance of work under this contract, full and complete settlement of all claims of the Contractor with respect to the terminated work shall be made as follows:

(a) Assumption of Contractor's Obligations. The Government may, at the discretion of the Commission, assume and become liable for all obligations, commitments and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with the terminated work, the cost of which would be allowable in accordance with the provisions of this contract; and the Contractor shall, as a condition of receiving the payments mentioned in this article, comply with the Commission's patent clearance requirements and execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government all the rights and benefits of the Contractor under such obligations or commitments.

(b) Payment for Allowable Costs. The Government shall reimburse the Contractor or allow credit for all allowable costs incurred in the performance of the terminated work and not previously reimbursed or otherwise discharged.

(c) Payment for Termination Expense. If performance of work under the contract is terminated, the Government shall reimburse the Contractor for such further expenditures made after the date of termination for the protection of Government-owned property and for such legal and accounting services in connection with settlement as are required or approved by the Contracting Officer.

(d) Payments on Account of Retainer. If performance of the work under the contract is terminated for the convenience of the

Government, the Contractor shall be paid a fixed fee in an amount to be agreed upon as compensation to the Contractor for its services in closing out the work under this contract after the effective date of termination. If performance of the work under the contract is terminated for the default of the Contractor, no further payment on account of the retainer shall be made for services rendered after the effective date of termination.

(e) Computation of Amount Due. In arriving at the amount due the Contractor under this article, there shall be deducted (i) all unliquidated advance or other unliquidated payments on account theretofore made to the Contractor, (ii) any claim which the Government may have against the Contractor in connection with this contract and (iii) deductions under the terms of this contract, and not otherwise recovered by or credited to the Government. Nothing contained in this paragraph shall be construed to limit or affect any other remedies which the Government may have as a result of a default by the Contractor.

(f) Disposition of Advances. If performance of the work under the contract is terminated for the default of the Contractor, the Contractor shall forthwith remit to the Commission the unliquidated balance of any advance under the contract. If performance of work under the contract is terminated for the convenience of the Government, the unliquidated balance of any advance shall be deducted from any payment otherwise due the Contractor and if the sum due the Contractor is insufficient to cover such balance, the

the excess thereof shall be remitted by the Contractor to the Commission after demand and final audit of all accounts hereunder.

5. Notice of Termination for the Convenience of the Contractor.

The Contractor may terminate performance of the work under this contract for the convenience of the Contractor by giving at least ninety (90) days' written notice to the Contracting Officer. Upon such termination, full and complete settlement of all claims of the Contractor with respect to the terminated work shall be made under this article in the same manner as if the termination were for the convenience of the Government.

6. Final Settlement. Upon expiration of this contract, final settlement shall be made in the same manner as if this contract had been terminated for the convenience of the Government. No settlement under this article shall prejudice the Contractor's rights to reimbursement with respect to claims subsequently found or determined by the Contractor to have been incurred in the performance of the contract and not known or determined at the time of such settlement.

ARTICLE XXV - PATENTS

1. Patents - Licenses. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of any of the work under this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result;

provided. However, That in the fields of light metals and chemistry relating to the Contractor's business, including equipment and instrumentation relating thereto, the Contractor in any event shall retain at least a non-exclusive, irrevocable, royalty-free license with the right to issue sub-licenses under such invention, discovery, application, or patent, such license and sub-licenses being limited to the manufacture, use and sale for purposes other than use in the production or utilization of special nuclear material or atomic energy.

Subject to the license and sub-licensing rights retained by the Contractor as provided in this paragraph, the judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

2. Claims. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 will be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this contract.

3. Personnel, etc. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of Paragraphs 1 and 2 of this Article from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will not have access to technical data.

Subcontracts and Purchase Orders Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts and purchase orders made hereunder provisions making this Article applicable to the subcontractor or vendor and their employees: Provided, However, That the provisions of this article need not be inserted in subcontracts and purchase orders for ordinary commercial materials or equipment that are to be furnished "off-the-shelf", and as to such subcontracts and purchase orders an indemnity provision, as set forth below, in favor of the Government shall be obtained:

PATENT INDEMNITY

The Seller (or Subcontractor) agrees to indemnify the Buyer and the Government, their officers, agents, servants and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability, arising pursuant to Section 183, Title 35, (1952) U. S. Code, prior to the issuance of Letters Patent) occurring in the performance of this Purchase Order (or Subcontract) or arising by reason of the use or disposal by or for the account of the Buyer or the Government of items manufactured or supplied under this Purchase Order (or Subcontract).

ARTICLE XXVI - SECURITY

In the performance of this contract the Contractor shall comply with all security regulations and requirements of the Commission and shall be responsible for safeguarding restricted data and defense information and for protecting classified documents, material, equipment or process against loss, sabotage, espionage, or theft, as long as any such restricted data,

... and classified documents, materials, equipment, or processes remain in the possession of the Contractor. Such protection shall also extend to such other property or material of high intrinsic or strategic value as may be in the Contractor's possession in connection with the performance of work under this contract.

The term "restricted data", as used in this contract and in the Atomic Energy Act of 1954, means all data concerning (a) design, manufacture, or utilization of atomic weapons; (b) the production of special nuclear material; or (c) the use of special nuclear material in the production of energy, but shall not include any data declassified or removed from the restricted category pursuant to Section 142 of the Atomic Energy Act of 1954. The term "defense information", as used in this contract, means any information in any category determined by any Government agency authorized to classify information as being information respecting, relating to, or affecting the national defense.

The Contractor shall accord to Commission security representatives designated by the Contracting Officer full freedom of access to the Plant and its appurtenances at any time to enable them to determine that the obligations described in this article are being complied with as well as to assure that the security obligations of the Commission under the Atomic Energy Act of 1954 are being met. The Contractor agrees to assist and cooperate with such representatives to the best of its ability and to advise them of any existing hazards at the Plant and its appurtenances.

The Contractor, during the operation of the Plant, shall do, or cause to be done, all such things as the building of fences, guard

and vaults, the installing of protective alarm equipment or devices, including protective lighting, protective grilles, screens or barriers, communications systems, and other protective equipment or devices which may be required by the Contracting Officer to promote effective compliance with the Commission's security regulations and requirements.

The Contractor shall, during the operation of this Plant, inaugurate and maintain:

- (a) Guard force.
- (b) Document, material and information control program.
- (c) Security education and indoctrination program.
- (d) Unit for (1) the preparation, issuance and control of identification passes and badges to control employee and visitor admittance and (2) the processing, through the Commission's resident security representative, of all requests for personnel security clearance and security approval.

The Contractor's plans for and performance of the above-mentioned functions shall be subject to review by the Contracting Officer.

Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Contractor shall not permit any individual to have access to restricted data until the designated investigating agency shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. As used in this paragraph the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both.

The Contractor shall not permit any individual to have access to defense information or to a security area under its control until the Commission has granted security approval for such access.

The Contractor shall not permit the transfer or reassignment of any employee to a position in which the scope of access to restricted data or defense information would be increased or enlarged without obtaining the prior written approval of the Commission.

The Contractor shall not discharge or permit the discharge of any person from employment in connection with this contract for security reasons without the prior written approval of the Commission.

Disclosure of information relating to work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any restricted data or defense information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract may subject the Contractor, its agents, employees, subcontractors and vendors to criminal liability under the laws of the United States.

Except as otherwise authorized in writing by the Commission, the Contractor shall insert provisions similar to all of the foregoing paragraphs of this article in all such subcontracts and purchase orders under this contract as may involve restricted data or defense information.

It is further agreed that, if the Contractor has complied with the security regulations and requirements of the Commission as it has agreed to do under the first paragraph of this article, as to the matter covered by such regulation or requirement such compliance shall be deemed performance under this article of the contract.

Nothing in this article shall be deemed to extend the Contractor's liability for Government-owned property as such liability is set forth in ARTICLE XI, "PROPERTY AND SUPPLY MANAGEMENT".

ARTICLE XXVII - CONTROL OF SOURCE AND SPECIAL NUCLEAR MATERIAL

The Contractor shall, in a manner satisfactory to the Contracting Officer, establish accounting and measurement procedures, maintain current records, and institute appropriate control measures for source and special nuclear materials in its possession commensurate with the national security and the economic value of such materials. Wherever a license is required by law or regulation, the Contracting Officer shall so inform the Contractor and the Contractor shall not transfer or receive possession of such materials unless duly licensed by the Commission to do so. The Contractor shall not transfer such materials to any person unless authorized to do so by the Contracting Officer and shall not transfer such materials from the Plant without prior written approval of or prior written authorization from the Contracting Officer.

ARTICLE XXVIII - PUBLICITY

The Contractor, its officers, employees and agents, shall not, without obtaining the prior written approval of the Contracting Officer, supply, furnish and/or disclose any specifications, maps, drawings, photographs or any information whatsoever concerning the project or projects and/or work performed or to be performed under this contract for the purpose of having such matter or information published in any form, in books, magazines and/or newspapers, press or radio releases or by any other means. Proposed Commission releases concerning specified or implied operations of the Contractor shall, when practicable, be submitted to the contractor for review.

RENEGOTIATION

This contract is subject to the provisions of the Renegotiation Act of 1951 and shall be deemed to contain all the provisions required by Section 104 of said Act.

The Contractor agrees to insert the provisions of this article, including this paragraph, in all its subcontracts and purchase orders hereunder which come within the definition of "subcontract" set forth in Section 103 (g) of the Renegotiation Act of 1951: Provided, That the Contractor shall not be required to insert the provisions of this article in any subcontract or purchase order exempted by or pursuant to Section 106 of the Renegotiation Act of 1951.

ARTICLE XXX - INTERPRETATION OF THIS MODIFICATION

1. Rights of Parties. Nothing contained in this Modification shall be deemed to have application to any matters pertaining to the performance of Contract No. AT(29-1)-1106 during the contract period from January 18, 1951, through June 30, 1954, it being understood that the rights of the parties as to such matters during that period shall be determined solely in accordance with the provisions of Contract No. AT(29-1)-1106, as amended from time to time by Modifications Nos. 1 through 18, 21 and 22. The rights of the parties pertaining to the performance of Contract No. AT(29-1)-1106 during the contract period commencing July 1, 1954, shall be determined solely in accordance with the provisions of this Modification, without reference to, or without giving interpretative weight to any provisions of the prior contractual documents covering the period prior to July 1, 1954, unless specifically provided to the contrary in this Modification. The adop-

tion by the parties in this Modification of a different contract form, and the consequent omission of certain provisions contained in the prior contractual documents, shall not be construed so that the determination of any rights of the parties under this Modification is affected by reason of any such omissions.

2. Directives, Instructions, Approvals, etc. With respect to the performance of work under the contract after July 1, 1954, all directives, interpretations, and instructions heretofore transmitted to the Contractor by the Commission shall continue with the same effect as heretofore. Although the effective date of this Modification is July 1, 1954, it is recognized that the Contractor, until the date of execution of this Modification, has continued to perform the contract work under Contract No. AT(29-1)-1106 as amended by Modifications Nos. 1 through 19 and 21 through 23. It is accordingly understood that the Contractor shall not be required retroactively to obtain approvals not previously required or to adhere to any new administrative procedures or methods prescribed under the terms of this Modification covering the performance of the contract work during the period from July 1, 1954, until date of execution of this Modification.

ARTICLE XXXI - GENERAL OBLIGATIONS OF THE CONTRACTOR

It is the intent of this contract that the Contractor in performing it shall exercise normal business judgment and care, apply the Contractor's own tested and best practices and standards and provide continuous management services of high quality. The Contractor shall use the management

review procedures which it applies to its normal business to insure that this intent is carried out. The Contractor shall also select all personnel used in performing this contract in accordance with its obligation under this article.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement in several counterparts.

THE UNITED STATES OF AMERICA

BY: THE ATOMIC ENERGY COMMISSION

BY: /s/ Donald J. Leehey
Donald J. Leehey
Manager, Santa Fe Operations
Atomic Energy Commission

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, Calvin A. Campbell, certify that I am the
Secretary of the corporation named as Contractor
herein; that Mark E. Putnam, who signed this Supplemental
Agreement on behalf of the corporation was then Exec. Vice Pres.
of said corporation; and that this Supplemental Agreement was signed for
and in behalf of the said corporation by authority of its governing body
and is within the scope of the said corporation's corporate powers.

/s/ Calvin A. Campbell

(CORPORATE SEAL)

SMITHSONIAN INSTITUTION

APPENDIX A

CONTRACT NO. AT(29-1)-1106

PERSONNEL POLICIES, WAGE AND SALARY SCHEDULES,
TRANSPORTATION, TRAVEL AND LIVING EXPENSE POLICIES

The personnel policies, wage and salary schedules and transportation, travel and living expense policies set out in this Appendix have been approved by the Commission for application to this contract and shall apply to all employees of The Dow Chemical Company (hereinafter called the "Contractor") engaged in work under this contract.

Such policies and schedules, subject to any specified allowability and/or Commission approval requirements included herein, shall be controlling in the determination of allowable costs under ARTICLE VI, "COSTS AND EXPENSES."

Revisions to this Appendix shall be made with the written consent of the parties hereto through the issuance by the Commission of reimbursement authorizations.

PART I

Recruiting, Training, Hiring and Reporting

A. Recruiting.

The Contractor shall recruit and develop a work force adequate for the operation of the Rocky Flats Plant. The Contractor shall be allowed to recruit employees in accordance with its normal policies, including, if it is found necessary, use of newspapers, trade journals and other media.

B. Technical and Professional Consultants.

As the work program requires, the Contractor may, with the prior approval of the Contracting Officer, hire technical and professional

personnel as consultants. These personnel shall be hired at a daily rate and for relatively short periods. Requests to the Contracting Officer for approval of such hires will be accompanied by written evidence from the Contractor that the consultant has a proper personnel security clearance or approval from the Commission and that the daily rate to be paid the consultant is in keeping with the rate paid by other Commission contractors. The Contractor shall take all necessary steps to assure that Commission security regulations and requirements are met in order to effect the proper safeguarding and protection of classified matter transmitted to or in the possession of each consultant.

C. Training.

The Contractor shall develop such on-site training programs for its employees as it deems necessary, including employee induction, on-the-job training, vestibule training and supervisory training programs. Special job training courses and specialized technical training courses for individual employees to be given or obtained at other Commission installations may be developed as needed. The costs of formalized training courses and cooperative training programs for Contractor employees in universities, colleges and technical colleges are not allowable unless prior approval of the Contracting Officer has been obtained for each employee proposed to be given such training.

D. Staffing Control.

The responsibility for developing an adequate staffing pattern, as well as for the control of individual new hires, rests with the resident supervising representative of the Contractor referred to in Paragraph 2 of ARTICLE XVIII, "CONTRACTOR'S ORGANIZATION", (hereinafter called the "Plant Manager").

For purposes of planning, each Department Head, through study of the work load, relates the need for personnel to the program requirements. This relationship may be set up by a time study or by the use of a ratio which is based on past experience and which correlates prior work loads to numbers of personnel utilized. The staffing plan used will be approved by the Plant Manager.

Individual hires are made in accordance with the overall staffing plan and are accomplished by use of Personnel Requisitions which are reviewed and approved by the Plant Manager. Before his approval is given, the Plant Manager again discusses the need for additional personnel with the operating supervisor. The Plant Manager, in his review, has the benefit of monthly reports indicating work load in each department, including related reports on production.

E. Reports.

The Contractor shall provide the Contracting Officer with a separate report for each personnel category, i.e., exempt salaried employees, non-exempt salaried employees and hourly wage rate employees, which clearly presents sufficient data to permit the Commission to evaluate the effectiveness of the Contractor's personnel practices under this contract. These reports shall cover a twelve months' period ending June 30 each year and shall be submitted to the Contracting Officer between that date and the following August 15.

Each such report shall include the following minimum data:

- a. Total dollars paid for sick leave allowed.
- b. Total dollars paid for allowed absence granted.

- c. Total number of reclassifications and the resulting average salary rate increase (except for hourly wage rated employees).
- d. Total dollars paid in overtime and the average overtime cost per employee per year.
- e. The nature of each professional meeting attended, the number of employees who were reimbursed for required fees or travel expenses, or whose salaries or wages were paid for the time spent traveling to and from and at such meetings.

The reports covering the exempt employee and non-exempt employee categories shall also include the following data:

- a. Number of new hires in each classification.
- b. Number of hires above the minimum rate in each classification.
- c. Average salary of all new hires in each classification.
- d. A numerical listing of salaries paid in each grade range.

PART II

Salaried Employees

A. Classification and Rates of Pay.

1. Exempt Employees.

- a. Exempt employees are executive, administrative and professional personnel who are exempt from the overtime provisions of the Fair Labor Standards Act, as amended. They are paid on a salary basis (See attached Schedule 1 for classifications and salaries for such personnel), receiving each pay period a fixed compensation.
- b. When a work week longer than forty (40) hours is scheduled for such employees in accordance with Paragraph 3 of Section B of this

Part II, the scheduled hours worked over forty (40) will be compensated for as follows:

(1) Employees earning less than Four Hundred Fifty Dollars (\$450.00) per month will be paid time and one-half for the scheduled excess hours worked.

(2) Employees whose salaries range from Four Hundred Fifty Dollars (\$450.00) to Seven Hundred Twenty Dollars (\$720.00) per month, will be paid for the scheduled excess hours worked at a rate uniformly decreasing from time and one-half at Four Hundred Fifty Dollars (\$450.00) to Zero (0) at Seven Hundred Twenty Dollars (\$720.00). An overtime chart showing overtime rates for such employees is a part of attached Schedule 1.

2. Non-exempt Employees.

a. Salaries shown in attached Schedule 2 are for salaried employees to whom the overtime provisions of the Fair Labor Standards Act, as amended, apply. These employees are paid the specified base rates shown in Schedule 2 on the basis of forty (40) hours of work per week.

b. Such employees will be paid time and one-half for overtime worked, i.e., over eight (8) per day and/or forty (40) per week: Provided, that no overtime-on-overtime will be paid.

* c. Non-exempt salaried employees when assigned to work on shift

* Revised by Reimbursement Authorization No. 21 dated July 29, 1955.

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work to cover either a second or third shift will receive the following shift differential in addition to their base rate:

*1st Shift	7:45 A.M. to 3:45 P.M.	None
2nd Shift	3:45 P.M. to 11:45 P.M.	\$24.00/Mo.
3rd Shift	11:45 P.M. to 7:45 A.M.	\$33.00/Mo.

Overtime will be compensated as outlined in Paragraph "b" above including the shift differential, if any, in effect at the time the overtime occurs.

d. Non-exempt salaried employees when required to report to work outside their normal working hours will be guaranteed four (4) hours pay at straight time, when such call-in requires the employee to make an extra round trip to the plant. An employee who is called in prior to the start of his regular working hours and continues to work for his regular hours will be considered as working overtime.

3. Method of computing the daily wage of salaried employees will be as follows:

$$\frac{\text{Monthly Salary} \times 12 \times 14}{365} \div 10$$

4. No part of any salary paid at a rate in excess of maximum prescribed in the attached schedules for the classifications therein set

forth will be an allowable cost unless specifically approved by the Contracting Officer.

B. Hours of Work.

1. The workweek will be from 8:00 A.M. Monday to 8:00 A.M. the following Monday.
2. The basic workweek will be forty (40) hours, consisting of five (5) workdays of eight (8) hours each within a workweek.
3. Before scheduling any employee or group of employees in any department or sub-organization thereunder to work a longer workweek than the basic workweek for a period of more than four (4) consecutive weeks, the Plant Manager will secure the prior approval of the Contracting Officer.
4. The Contractor shall be allowed to exercise normal supervision and control of individual overtime, subject to the limitations contained herein. When the Plant Manager deems it essential to the performance of the work under the contract, he may authorize individual employees to work up to fifty-six (56) hours in a workweek. When, due to emergency or security reasons, it is necessary for any employee to work more than fifty-six (56) hours in any workweek, the Plant Manager may authorize such excess hours of work without the prior approval of the Contracting Officer but shall report the matter to the Contracting Officer as soon as possible, indicating the number of excess hours and the reasons therefor.

C. Holiday Payments.

1. Holidays observed.

Regular salaries will not be reduced by the approved absence of salaried employees on Holidays which are generally observed as non-workdays

and which have been so designated by the Contractor. These will be:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Any non-exempt salaried employee who is scheduled to work on such a Holiday but who does not do so, may lose a day's pay if the Plant Manager determines that the failure to work was not based on a reasonable excuse. Holidays which fall on Saturday will normally be observed on the preceding Friday. Holidays falling on Sunday will normally be observed on the following Monday.

2. Holiday Premium Pay.

When one of the Holidays herein recognized falls on a regular workday and a non-exempt salaried employee's services are required, he will be paid time and one-half for the hours worked on such Holiday in addition to his regular compensation for the day.

D. Voting Time.

Excused absence for voting time will be governed by the Statutes of the State of Colorado, which normally permit two (2) hours absence with pay for voting. However, if a non-exempt employee is required to travel an excessive distance in order to vote, such employee may be allowed an additional absence but without pay therefor.

E. Hiring Rates, Merit and Cost of Living Increases, and Reclassifications.

1. Hiring Rates.

Salaried employees are hired in accordance with procedures established at the Contractor's home office in Midland, Michigan. It is the Contractor's established policy to set the starting salary of such an employee

at a point commensurate with his experience, training and ability and in line with the salary paid to other employees in the same classification who have the most nearly comparable experience, training and ability.

Hiring rates for recent college graduates will conform generally to those established by the Contractor for its commercial operations.

The classification and salary for new employees will be individually approved by the Plant Manager.

2. Merit Increases.

Merit increases for salaried employees will be handled in accordance with the following Contractor policy:

When company-wide economic conditions warrant, the Executive Committee of the Contractor's Board of Directors at Midland, Michigan, establishes a fund, usually expressed in terms of a specified percentage of the salary payroll, which may be distributed in the form of merit increases to salaried employees in line with their added experience, training, skill and ability.

When such a fund has been established by its Board of Directors, the Contractor will give written notice to the Commission indicating the percentage figure to be applied to the Rocky Flats Plant.

The Contractor may distribute as merit increases to salaried employees engaged in work under this contract a sum of money equal to the above-mentioned percentage times the base salaried payroll at the Rocky Flats Plant for the last pay period prior to the effective date of such increases. The Contractor shall determine the manner of distribution and the Plant

Manager shall approve individual salary adjustments to be made as a result of such distribution.

Newly employed personnel of the technical staff may receive merit increases as set forth in Schedule 1, Appendix B. Newly employed clerical, stenographic and other general salaried employees may receive merit increases as set forth in Schedule 2, Appendix A.*

3. Cost of Living Increases.

Whenever The Dow Chemical Company in its commercial operations at Midland, Michigan, grants a cost of living increase to its salaried employees, a cost of living increase, not to exceed the one granted at the Midland Plant, may be given to salaried employees at the Rocky Flats Plant under the same limitations which are applied at the Midland Plant.

4. Reclassifications.

When an employee's duties are changed and/or his responsibilities increased or decreased and it is determined that a position reclassification is in order, it is the Contractor's established policy to set the employee's starting salary in the new classification at a point commensurate with his special training and ability and in line with the salary being paid other employees in the new classification having the most nearly comparable experience, training and ability.

The Contractor's established policy requires that in the absence of very unusual circumstances, an increase of 15% over an employee's former base salary is the maximum increase for a new classification. A complete explanation is made before an increase exceeding 15% is made.

All reclassification actions will be individually approved by the Plant Manager.

F. Leave Privileges.

1. Vacation.

After one year of continuous employment, salaried employees will become eligible for a paid vacation of thirteen (13) working days. This first vacation must be completed during the remaining part of the calendar year after the employee first becomes eligible: provided, however, that: (1) by arrangement with his supervisor an employee may take not more than five of these thirteen days as vacation during the first year of employment; (2) where the eligibility date of an employee falls during the month of December, vacation for which such employee would otherwise become eligible on that date, may be taken at such time during that month as his supervisor may approve; and (3) if employment is terminated for any reason whatsoever prior to an employee's completion of one year of continuous service, the contractor shall take reasonable steps to recover salary paid to such employee for any vacation taken.

After the first anniversary of their hire, salaried employees become entitled to thirteen (13) days of vacation on or after each succeeding January 1st provided they have neither quit nor been discharged. This vacation may be taken at any time during the calendar year provided it is planned well in advance with the Department Head. Vacation cannot be carried over from one calendar year to another.

If an employee is laid off for lack of work or quits with five days notice, he will be paid for any vacation due. However, if an employee is discharged for cause or quits without giving five days notice, no vacation pay will be allowed.

Effective January 1st of the year in which the employee completes twenty-five (25) years of continuous service and each year thereafter, he is entitled to three (3) additional days of vacation.

2. Merit Vacation.

An employee will earn additional vacation, known as Merit Vacation, as follows:

- a. After five (5) years of continuous employment, he shall be entitled to five (5) additional days of vacation which shall be taken at any time during the ensuing five (5) years.
- b. After ten (10) years of continuous employment, he shall be entitled to ten (10) additional days of vacation which shall be taken at any time during the ensuing five (5) years.
- c. After fifteen (15) years of continuous employment, he shall be entitled to fifteen (15) additional days of vacation which shall be taken at any time during the ensuing five (5) years.
- d. After twenty (20) years of continuous employment, he shall be entitled to twenty (20) additional days of vacation which shall be taken at any time during each five-year period thereafter.

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This merit vacation may be taken in not less than a one-day period.*

An employee is not eligible to receive pay in lieu of merit vacation, nor can he be allowed to accumulate vacation from one five-year period to another. He will receive pay for any such vacation due if he quits the Contractor with five (5) days' notice, or is laid off for lack of work.

3. Sick Leave.

No salary deductions are made if salaried employees are absent for a reasonable period due to illness or injury.

Payment for periods of absence of five (5) days or less may be approved by Department Heads who report to the Plant Manager. Payment for absences of over five (5) days may be approved by the Plant Manager.

Pay to an employee for sick leave will be limited to the difference between the sum of money receivable under the Company Group Insurance Plan or Workmen's Compensation Insurance, or both, and the amount of money the employee would have received if working full time at his job. This does not rule out or negate any lump-sum settlements or loss-of-member payments under the applicable Workmen's Compensation Statutes, but is meant only to eliminate the possibility of dual compensation not resulting from applicable law.

4. Severance Pay.

An employee whose services are no longer needed by the Contractor, who meets the definition of Executive, Administrative or Professional employee under the administrative regulations promulgated pursuant to the Fair Labor

*Revised by Reimbursement Authorization No. 32, Modification No. 112, dated May 7, 1956.

Standards Act, and who did not resign or was not discharged for cause will receive a severance pay allowance of one (1) month's pay for services of one (1) year or less plus one (1) week's pay for each full year of service over one (1) year.

Salaried employees who receive overtime compensation pursuant to the Fair Labor Standards Act and regulations issued thereunder, whose services are no longer needed by the Contractor and who did not resign or were not discharged for cause will receive one (1) week's severance pay for services of from one (1) month to one (1) year, two (2) weeks' pay for service of from one (1) to two (2) years, three (3) weeks' pay for service of from two (2) to three (3) years, and four (4) weeks' pay for service of three (3) or more years.

*Severance pay for employees retiring under the Pension and Profit-Sharing Plan will be paid in the amount of one (1) month's pay for salaried employees.

Services for which severance pay is to be an allowable cost hereunder shall include only those services performed for this Contractor at the Rocky Flats Plant.

5. Allowed Absence.

Salaried employees necessarily absent from work for personal reasons, such as death or serious illness in their immediate family, attendance in court, or similar controlling reasons, will receive no deduction in salary for such periods of absence: Provided, however, that periods of absence of five (5) days or less will require the approval of a Department Head who reports to the Plant Manager and periods of absence of over five (5) days will require the approval of the Plant Manager.

*Revised by Reimbursement Authorization No. 37, Modification No. 50, dated August 31, 1956.

6. Computation of Hours Worked.

Absences allowed under Paragraphs 1, 2, 3 and 5 of this Section F shall be considered hours worked in the basic workweek for purposes of computing overtime pay.

PART III

Wage Employees

A. Labor Agreement.

*1. The provisions, including wage rates, of the agreement between the Contractor and the Denver Metal Trades Council dated May 17, 1954, and the amendment dated May 28, 1956, as shown in attached Schedule 3, are hereby incorporated herein as applicable to, and as governing cost allowability in connection with, all hourly wage employees engaged in work under this contract, except that wage rates for plant protection employees are set forth in the attached Schedule 4.

2. Preliminary to any original or renewal negotiations concerning a labor agreement, the Contractor will review with the Contracting Officer any union proposals received and the status of existing wage and fringe benefits currently in effect at the plant as compared with those existing at other Commission and Contractor installations. The Contracting Officer and the Contractor will jointly evolve perimeters within which the Contractor will be authorized to negotiate.

3. No part of any wage rate paid in excess of the maximum wage rate set forth in attached Schedules 3 and 4 for the applicable classification will be allowable unless specifically approved by the Contracting Officer.

B. Control of Overtime Work

Paragraphs 3 and 4 of Section B of Part II of this Appendix will apply to overtime worked by hourly wage employees.

*Revised by Reimbursement Authorization No. 33, Modification No. 415, dated June 4, 1956.

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C. Hiring Rates for Plant Protection Employees.

Wage employees hired for work as plant protection employees will progress to the job rate in accordance with attached Schedule 4.

*D. Severance Pay.

Severance pay for employees retiring under the Pension and Profit-Sharing Plan will be paid in the amount of four (4) weeks' pay for hourly employees.

PART IV

Miscellaneous Benefits and Policies

A. Group Insurance.

The group insurance plans which are on file with the Commission and which are described in attached Schedules 5 and 5a are authorized and approved by the Commission for application under this contract.

The costs of the Group Insurance Programs will be met through employee contributions as set forth in attached Schedules 5 and 5a, plus contributions by the Contractor of the balance of the premiums required, which Contractor contributions shall be allowable costs hereunder.

The Contractor will apply all dividends applicable to this Project, which are received by it from the insurance carrier, to reduce the allowable costs under the contract.

The Contractor's administrative policies and procedures, if any, not contained in insurance policy provisions and increasing premium costs are authorized and approved only to the extent that such policies and procedure are acceptable to and are on file with the Commission.

B. Jury Duty.

Any employee called to jury service will be paid the difference between his normal wages or salary and the sum received for such jury service.

C. Military Service and Training.

Any employee leaving his job to serve as a member of the armed forces of the United States will receive separation pay as follows: Two (2) weeks for two (2) years' or less service with the Contractor, and one (1) additional week's pay for each additional year of service with the Contractor, but such total separation pay will not exceed eight (8) weeks. Upon returning from the armed forces, an employee's re-employment shall be in accordance with applicable laws.

An employee's standing will not be affected by participation in military training programs when the time of such programs does not exceed a total of eight (8) weeks for any one (1) fiscal year.

*An employee absent from work because of participation in a military training program will be paid at one-half of his base rate during such absence but not for more than twelve (12) scheduled working days in any one (1) fiscal year: Provided, That such payment shall be made only if the employee has been employed by the Contractor for at least ninety (90) days prior to his leaving for training.

D. Recreation and Morale Benefits.

1. The Contractor will conduct an active recreational program adapted to the requests and needs of its employees. Such a program will, to a large measure, depend upon the facilities available in the vicinity of the Rocky Flats Plant; will be subject to mutual agreement of the Plant Manager and the Commission; and will probably include among other activities soft-ball, bowling, basketball and social activities such as dancing, picnics and bridge.

SECRET

C. Hiring Rates for Plant Protection Employees.

Wage employees hired for work as plant protection employees will progress to the job rate in accordance with attached Schedule 4.

PART IV

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The group insurance plans which are on file with the Commission and which are described in attached Schedules 5 and 5a are authorized and approved by the Commission for application under this contract.

The costs of the Group Insurance Programs will be met through employee contributions as set forth in attached Schedules 5 and 5a, plus contributions by the Contractor of the balance of the premiums required, which Contractor contributions shall be allowable costs hereunder.

The Contractor will apply all dividends applicable to this Project, which are received by it from the insurance carrier, to reduce the allowable costs under the contract.

The Contractor's administrative policies and procedures, if any, not contained in insurance policy provisions and increasing premium costs are authorized and approved only to the extent that such policies and procedures are acceptable to and are on file with the Commission.

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An employee's standing will not be affected by participation in military training programs when the time of such programs does not exceed a total of eight (8) weeks for any one (1) calendar year.

An employee absent from work because of participation in a military training program will be paid at one-half of his base rate during such absence but not for more than ten (10) scheduled working days in any one (1) calendar year: Provided, That such payment shall be made only if the employee has been employed by the Contractor for at least ninety (90) days prior to his leaving for training.

D. Recreation and Morale Benefits.

1. The Contractor will conduct an active recreational program adapted to the requests and needs of its employees. Such a program will, to a large measure, depend upon the facilities available in the vicinity of the Rocky Flats Plant; will be subject to mutual agreement of the Plant Manager and the Commission; and will probably include among other activities soft-ball, bowling, basketball and social activities such as dancing, picnics and bridge.

2. The Contractor, in line with its established policy, may send flowers and other reasonable good will remembrances to any employee who is sick or has had a death in his immediate family or to the family of any deceased employee.

E. Medical Examination.

The cost of pre-employment and termination medical examinations, as specified by the Contractor and conducted by competent medical people, will be at the expense of the Contractor and will be allowable under the contract. The Rocky Flats Plant medical facilities will be utilized to the fullest extent possible to conduct such examinations as well as to provide other necessary medical services.

F. Pension and Profit-Sharing Plans.

1. Midland Plan.

Contractor employees transferred from other Divisions or Offices of the Contractor to work under this contract are covered by the Contractor's (Midland) Pension and Profit-Sharing Plan upon attainment of eligibility for participation in the plan. Such employees will continue to accumulate benefit credits under the (Midland) plan as will transferred employees who qualify for the plan while serving on work under this contract, but such transferred employees may not participate in any other pension and/or profit-sharing plan the cost of which is allowable under this contract.

The Contractor shall be reimbursed for those amounts which it provides for the individual accounts of such transferred employees, pursuant to Section 5 of the pamphlet entitled "Pension and Profit-Sharing Plan of The Dow Chemical Company", as shown in attached Schedule 6. This paragraph

will apply only to employees whose entire compensation is directly allowable under this contract.

2. Rocky Flats Plan.

Any pension, profit-sharing, or retirement plan developed for employees newly employed for work under this contract shall be subject to prior approval of the Commission.

G. Travel to Professional Meetings.

In its various Offices and Divisions it is the Contractor's policy to permit employees to attend appropriate professional meetings on company time and at company expense. Such attendance on company time or at company expense by employees working under this contract must be approved by the line supervisors of such employees and by the Plant Manager.

H. Safety Awards.

In the establishment and development of a sound safety program it is the Contractor's practice to provide groups of employees and their families with a luncheon, dinner or other reasonable award when such employees have reached set safety goals. The Contractor will follow this practice under this contract to the extent previously approved by the Contracting Officer.

I. Other Employee Relations.

Questions involving employee relations which are neither in this Appendix A nor in a labor agreement covering the Rocky Flats Plant will be handled in accordance with the policies and practices in use at the Contractor's Midland, Michigan Plant.

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PART V

Travel and Transportation

A. Definitions.

As used in this Part V:

1. The term "employee" means any person on the Contractor's payroll, any prospective Contractor employee being brought to the Rocky Flats Plant for an interview or initial employment, and any person who is employed in other Offices or Divisions of the Contractor's organization and who is being transferred to work under this contract.
2. The term "dependents" means all persons defined as dependents in the Internal Revenue Codes and Acts enacted by the Congress, and amendments thereto.

B. Travel on Official Business.

Employees required to travel on official business in connection with work under this contract, or in connection with prospective employment under this contract, will be reimbursed for personal travel and for all reasonable living expenses. Employees using private automobiles for necessary travel on official business will be given a mileage allowance of seven (7) cents per mile while so engaged. Employees traveling on official business on commercial airlines who purchase Single Trip Personal Aircraft Accident insurance will be reimbursed for the cost thereof not to exceed the premium cost for \$25,000.00 coverage. The Plant Manager will approve each voucher for reimbursement under this section.

C. Living Allowances.

Subject to the approval of the Plant Manager, any employee who does not live within reasonable commuting distance of the Rocky Flats Plant

when employed to work under this contract will be given a reasonable time in which to secure housing accommodations within a reasonable commuting distance of the Rocky Flats Plant. During such period of time, such employee will be reimbursed for the reasonable daily food and lodging expenses for himself and his dependents. When this period is equal to thirty (30) days for such an employee, approval of the Contracting Officer will be required for an extension of the time during which such expenses of such employee are to be reimbursable.

D. Transportation of Dependents and Personal Effects.

When employees who do not live within reasonable commuting distance of the Rocky Flats Plant are employed for work under this contract, they may be reimbursed for the reasonable travel expenses they incur in moving their dependents to within reasonable commuting distance of the Rocky Flats Plant either by public transportation facilities or by private automobile. Subject to the written approval of the Plant Manager, such employees may also be reimbursed for the reasonable expenses of shipping their household goods and effects by common or contract carrier from their former residences to new residences within reasonable commuting distance from the Rocky Flats Plant, including insurance costs for up to \$10,000.00 coverage, but not to exceed a premium of \$50.00. Upon termination of the employment of any person under this contract, the Plant Manager may authorize reimbursement to such person for the reasonable expenses for returning that person, his dependents and his household goods and effects either to the place where such goods and effects were when that person was originally engaged to work under this contract or to another place not further distant from the Rocky Flats Plant.

SCHEDULE 1

THE DOW CHEMICAL COMPANY
 ROCKY FLATS PLANT
 CONTRACT NO. AT(29-1)-1106

CLASSIFICATIONS & MONTHLY SALARY RANDOM RATES WITH NO MAXIMUM
 FOR
 EXECUTIVE, ADMINISTRATIVE & PROFESSIONAL EMPLOYEES

EFFECTIVE AUGUST 20, 1956

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM</u>
E-RF 1	Manager	None
	General Manager	
	Plant Manager	
	Project Manager	
E-RF 2	Assistant Manager	None
E-RF 6	Technical Director	None
E-RF 7	Assistant Technical Director	\$ 624
*E-RF 8	Technical Staff Man .	770
E-RF 9	Technical Expert	728
E-RF 10	Production Manager	936
E-RF 11	General Superintendent of Maintenance & Services	936
E-RF 20	Chief Engineer	936
E-RF 21	Assistant Chief Engineer	728
E-RF 22	Project Engineer	728
E-RF 25	Senior Engineer or Scientist	832
E-RF 29	Engineering Squad Leader	624
E-RF 31	Section Superintendent	728
E-RF 32	Section Assistant Superintendent	624
E-RF 50	Superintendent of Accountability and Production Control	832
E-RF 60	Laboratory Director	832
E-RF 61	Assistant Laboratory Director	624
E-RF 62	Laboratory Section Leader or Supervisor	728
E-RF 70	Chief Accountant or Chief Auditor	728
E-RF 80	Purchasing Agent	728
E-RF 90	Doctor (Medical) or Physician	728
E-RF 96	Senior Health Physicist	624
E-RF 110	Manager of Industrial Relations	728
E-RF 111	Assistant Manager, Industrial Relations	624
E-RF 120	Director of Security	728
E-RF 131	Director of Health Physics & Medical	728
E-RF 132	Technical Information Officer	728

*Revised by Reimbursement Authorization No. 36, Modification No. 49
 dated August 24, 1956.

SCHEDULE 1

THE DOW CHEMICAL COMPANY
ROCKY FLATS PLANT
CONTRACT NO. AT(29-1)-1106

CLASSIFICATIONS & MONTHLY SALARY RATE RANGES
FOR
EXECUTIVE, ADMINISTRATIVE & PROFESSIONAL EMPLOYEES

EFFECTIVE APRIL 22, 1957

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
RF-3	Assistant to the Manager or Administrative Assistant	\$ 495	\$ 745
RF-4	Confidential Secretary	420	605
RF-5	Office Manager	445	605
RF-8a	Technical Writer	390	825
RF-23	Assistant Project Engineer	660	1100
RF-24	Professional Design Engineer - Electrical Mechanical, Civil, Structural, Chemical, Power, Metallurgical, Instrument & Electronic, etc.	390	825
RF-26	Construction Engineer	390	660
RF-28	Industrial Engineer	495	1075
RF-30	Maintenance & Construction Inspector	445	715
RF-34	Service Department or Production Department Superintendent	660	1100
RF-35	Service Department or Production Department Assistant Superintendent	495	880
RF-36	Department Leader	390	720
RF-37	Group Leader	550	1075
RF-38	Assistant Group Leader	445	825
RF-40	Foreman	445	745
RF-41	Assistant Foreman	365	580
RF-51	Production Control & Planning Engineer	390	825
RF-52	Research & Development Engineer	390	825
RF-52a	Development Man	390	660
RF-53	Head Product Inspector	445	750
RF-55	Estimator & Checker	365	715
RF-56	Time Study Engineer	445	770
RF-56b	Standards Department Superintendent	495	880
RF-57	Statistician	445	880
RF-64	Professional Scientist - Chemist, Physicist, Metallurgist & Spectroscopist, etc.	390	825
RF-66	Librarian	445	690

Revised by Reimbursement Authorization No. 39, Modification No. 60,
dated May 10, 1957.

SCHEDULE 1

THE LOW CHEMICAL COMPANY
 ROCKY FLATS PLANT
 CONTRACT NO. AT(29-11)-100

Modification No. 53

SCHEDULE 1, Page 3, processing changes of RA 34, dated February 8, 1957.

Effective date corrected to correspond with that shown on RA 34, dated February 8, 1957.

Paragraph beginning with "An employee designated 'in charge' etc." added.

Revision made by RA 36 noted.

CODE	CLASSIFICATION	MINIMUM	MAXIMUM
RF-00a	Assistant Chief Auditor		
RF-71	Assistant Chief Auditor		
RF-72	Project Accountant or Project Auditor	000	715
RF-73	Accountant or Auditor	390	825
RF-74	Paymaster	390	825
RF-75	Assistant Paymaster	365	580
RF-81	Assistant Purchasing Agent	445	825
RF-82	Buyer	365	660
RF-83	Priority Engineer or Material Expeditor	445	805
RF-85	Traffic Manager	550	935
RF-86	Assistant Traffic Manager	445	690
RF-87	Cafeteria Manager	390	745
RF-91	Safety Director	550	1100
RF-93	Safety Engineer	475	800
RF-94	Safety Supervisor	575	850
RF-95	Radiation Engineer	390	690
RF-97	Health Physicist	550	880
RF-98	Industrial Hygienist	550	1100
RF-112	Director Labor Relations	660	1100
*RF-112a	Assistant Director Labor Relations	625	950
RF-113	Superintendent - Employment, Safety, Education & Training	495	880
RF-115	Industrial Counsellor	390	715
RF-121	Assistant Director of Security	445	990
RF-122	Plant Protection or Fire Department Captain	445	690
RF-123	Plant Protection Investigator	390	715
RF-124	Plant Protection or Fire Department Lieutenant	390	625
RF-126	Lock & Key Man	390	550
RF-127	Equipment & Armory Man	390	550
RF-130	Steam Plant Chief Operating Engineer	445	690
RF-133	Assistant Technical Information Officer	550	880
**RF-134	Employee Services Coordinator	390	660

*An employee designated "in charge" such as "Professional Design Engineer - Mechanical, In Charge" or "Professional Scientist - Chemist, In Charge" may be paid not to exceed \$100 above the maximum for the basic classification.

*Added by Reimbursement Authorization No. 36, Modification No. 49, dated August 24, 1956.

**Added by Reimbursement Authorization No. 34, Modification No. 53, dated February 8, 1957.

DOE ARCHIVES

SCHEDULE 1

OVERTIME CHART

Appendix A
Contract AT(29-1)-1106

Base Monthly Salary	Over- time	HOURLY RATE		48-HOUR WEEK		46 $\frac{1}{2}$ -HOUR WEEK	
		Straight Time	Over- time	Added Mo. Pay	Total Mo. Pay	Added Mo. Pay	Total Mo. Pay
\$450.	1.5	2.589	3.884	135.00	585.00	109.70	559.70
455.	1.472	2.619	3.855	133.95	588.95	108.88	563.88
460.	1.444	2.647	3.8222	132.85	592.85	107.95	567.95
465.	1.417	2.675	3.790	131.78	596.78	107.04	572.04
470.	1.389	2.704	3.756	130.57	600.57	106.08	576.08
475.	1.361	2.733	3.720	129.30	604.30	105.07	580.07
480.	1.333	2.762	3.682	127.97	607.97	103.99	583.99
485.	1.306	2.790	3.644	126.68	611.68	102.92	587.92
490.	1.278	2.819	3.603	125.24	615.24	101.76	591.76
495.	1.25	2.848	3.560	123.75	618.75	100.55	595.55
500.	1.222	2.877	3.516	122.22	622.22	99.31	599.31
505.	1.194	2.905	3.469	120.59	625.59	97.98	602.98
510.	1.167	2.934	3.424	119.03	629.03	96.71	606.71
515.	1.139	2.963	3.375	117.32	632.32	95.32	610.32
520.	1.111	2.992	3.324	115.54	635.54	93.88	613.88
525.	1.083	3.021	3.272	113.72	638.72	92.41	617.41
530.	1.056	3.049	3.220	111.94	641.94	90.95	620.95
535.	1.028	3.078	3.164	110.00	645.00	89.36	624.36
540.	1.	3.107	3.107	108.00	648.00	87.75	627.75
545.	.972	3.136	3.048	105.95	650.95	86.09	631.09
550.	.944	3.164	2.987	103.84	653.84	84.36	634.36
555.	.917	3.193	2.928	101.79	656.79	82.70	637.70
560.	.889	3.222	2.864	99.57	659.57	80.89	640.89
565.	.861	3.251	2.799	97.29	662.29	79.06	644.06
570.	.833	3.279	2.731	94.96	664.96	77.13	647.13
575.	.806	3.308	2.666	92.69	667.69	75.30	650.30
580.	.778	3.337	2.596	90.25	670.25	73.32	653.32
585.	.750	3.366	2.525	87.75	672.75	71.32	656.32
590.	.722	3.395	2.451	85.20	675.20	69.23	659.23
595.	.694	3.423	2.376	82.59	677.59	67.11	662.11
600.	.667	3.452	2.302	80.04	680.04	65.02	665.02
605.	.639	3.481	2.224	77.32	682.32	62.81	667.81
610.	.611	3.510	2.145	74.54	684.54	60.58	670.58
615.	.583	3.538	2.063	71.70	686.70	58.27	673.27
620.	.556	3.567	1.983	68.94	688.94	56.01	676.01
625.	.528	3.596	1.899	66.00	691.00	53.64	678.64
630.	.5	3.625	1.813	63.00	693.00	51.21	681.21
635.	.472	3.653	1.724	59.94	694.94	48.69	683.69
640.	.444	3.682	1.635	56.83	696.83	46.18	686.18
645.	.417	3.711	1.547	53.79	698.79	43.69	688.69

Base Monthly Salary	Over- time	HOURLY RATE		48-HOUR WEEK		46½-HOUR WEEK	
		<u>Straight Time</u>	<u>Over- time</u>	<u>Added Mo. Pay</u>	<u>Total Mo. Pay</u>	<u>Added Mo. Pay</u>	<u>Total Mo. Pay</u>
\$650.	.389	3.740	1.455	50.57	700.57	41.10	691.10
655.	.361	3.768	1.360	47.29	702.29	38.41	693.41
660.	.333	3.797	1.264	43.96	703.96	35.70	695.70
665.	.305	3.826	1.167	40.57	705.57	32.96	697.96
670.	.278	3.855	1.072	37.25	707.25	30.27	700.27
675.	.250	3.884	.971	33.75	708.75	27.42	702.42
680.	.222	3.912	.868	30.19	710.19	24.52	704.52
685.	.194	3.941	.765	26.58	711.58	21.60	706.60
690.	.167	3.970	.663	23.05	713.05	18.73	708.73
695.	.139	3.999	.556	19.32	714.32	15.70	710.70
700.	.111	4.027	.447	15.54	715.54	12.63	712.63
705.	.083	4.056	.337	11.70	716.70	9.52	714.52
710.	.056	4.085	.229	7.95	717.95	6.47	716.47
715.	.028	4.114	.115	4.00	719.00	3.25	718.25
720.	.0	4.142	.0	.00	720.00	.00	720.00

SCHEDULE 1*

Appendix B
Contract AT(29-1)-1106

ROCKY FLATS PROGRESSION SCHEDULE FOR NEWLY EMPLOYED
TECHNICAL STAFF

- A. Employ B.S. degree chemist, scientist or engineer at the base rate of \$385.00, plus the extra values presently used in establishing the starting salary.
- B. SCHEDULE:
- | | | |
|--------------------------|---|----------|
| Starting rate | - | \$385.00 |
| After 3 months (\$20.00) | - | \$405.00 |
| After 6 months (\$20.00) | - | \$425.00 |
| After 6 months (\$15.00) | - | \$440.00 |
| After 6 months (\$15.00) | - | \$455.00 |
- C. While this schedule is established in relation to time elements, each raise must be a merit increase and must be recommended by the department head. If no raise is recommended at the time a raise is due, the employee shall be passed and will not be considered again until another time interval of three or six months, according to where he places in the schedule.
- D. Those employees who have reached the final rate of \$455.00 shall be considered for fractional raises the same as a new employee at the usual established merit raise date.

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APPENDIX B

As Amended, Effective July 1, 1954
Contract No. AT(29-1)-1106

This Document Consists of 7 Pages
No. 22 of 31 Copies, Series 8

SCOPE OF WORK

The work to be performed by the Contractor under this contract shall consist of the activities described below. It is the prime objective of this contract to have a production plant managed and operated by the Contractor and so organized, staffed, equipped and maintained as to carry on efficiently necessary and related chemical operations as described in the Appendix B dated August 3, 1951, and to produce parts assemblies and products of plutonium, uranium and other materials at such rates and in conformance with such product specifications as the Commission may specify in writing from time to time. As used in this Appendix B the word "plant" means the Rocky Flats Plant and includes all buildings, facilities and equipment located there.

1. Production.

The Contractor shall undertake all production activities necessary or incidental to the carrying out of the objective set forth above, including such services and functions as technical services (including the establishment and operation of analytical laboratories and a library), engineering, procurement, accounting, budgeting, health physics, safety, cafeteria operation, fire protection, plant security, armed guard service

12/29/66
N. Connelly
1/4/67
H. Belmont

This document contains restricted information and its disclosure to the public is prohibited. Any unauthorized disclosure of this information is prohibited.

...ing assistance to Commission representatives in transporting
plant and equipment
(including assistance to Commission representatives in transporting
classified materials to and from the plant and protecting such
materials while in transit), maintenance, property management and
other related services and functions necessary properly to operate
and maintain an industrial plant (including such services as may be
required for preparing cost estimates and proposals for minor plant
modifications). The engineering services mentioned above shall include,
in addition to preparing specifications and requirements for operating
the plant, making studies and preparing preliminary drawings and cost
estimates for proposed modifications to or possible expansions of the
plant.

2. Inspection, Assembly, Stockpile Records and Training of Military Personnel.

In accordance with standards and procedures prescribed or approved by the Commission, the Contractor shall inspect and assemble parts fabricated by the Contractor or by others. These activities shall include preparing assembly and related manuals; maintaining component and stockpile inventories in a manner acceptable to the Commission; completing total stockpile records on nuclear assemblies, including preparing status reports and initiating corrective action to be taken at nuclear storage sites; undertaking minor technical development projects related to inspection and surveillance as requested by the Commission; and training military

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personnel in the care and assembly of nuclear weapon components,
personnel in the care and assembly of nuclear weapon components.

3. Development Programs.

The Contractor shall, concurrently with its production activities hereunder, carry on development programs which shall include:

a. A program, which will be conducted in the development areas of the existing plant, to improve current production methods and processes in the interest of increased production, better products and lower costs.

b. A program, conducted by the Technical Development Group, to investigate new and improved methods of producing parts and products; but such program shall not duplicate basic research programs conducted by other Commission production contractors, the Los Alamos Scientific Laboratory, UCRL-Livermore, or other Commission contractors or subcontractors.

The development programs shall be subject to annual review and approval by the Commission, and the Contractor shall provide periodic progress reports as required by the Contracting Officer.

4. Weapon Engineering.

On or before January 1, 1955, the Contractor shall be in a position to assume product design responsibilities for nuclear components for the Los Alamos and UCRL-Livermore research groups. In discharging these

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responsibilities the Contractor shall take nuclear weapon components from experimental criteria and design them for stockpile production.

Some of the Contractor's responsibilities under this Section 4 shall be to cooperate with Commission representatives and other Commission contractors in establishing preferred methods and procedures for producing nuclear components in the expected production quantities and utilizing to a maximum extent the current capabilities of all Commission-owned production facilities; to make, or have made, mechanical tests on components as required; to establish production tolerances; to design and maintain master inspection gauges; to fabricate production prototypes; to prepare production drawings and specifications; and to serve as consultants to other Commission production contractors.

The Contractor might be assigned responsibilities for four (4) weapons per year, including modernization programs on existing weapons.

The activities of the Contractor under this Section 4 shall be subject to annual review and approval by the Commission, and the Contractor shall provide periodic progress reports as required by the Contracting Officer.

Identification No. 25
Contract AT(29.2).228

APPENDIX "C"

Schedule 1

Revised 4/11/55

<u>Item No.</u>	<u>Description</u>	<u>Effective Date of Rental</u>	<u>Rental Rate Per Month</u>
1.	Truck Crane, Quickway, w/ Shovel and Backhoe Attachment Serial No. W59922 Engine No. 329244 HXD Owners No. F1 Plant Rental No. G-4606	12/3/54	\$ 793.00
2.	GMC Truck, 2 1/2 Ton, 6x6, w/Williams Earth Auger w/Continental Engine, Owners Unit Number W 8, Rental Identification Number G-4744.	2/1/55	\$ 266.65

GROUP B - (CONT'D)

Classification	HOURLY RATE RANGE		48-HOUR WEEKLY RATE RANGE	
	Minimum	Maximum	Minimum	Maximum
Class VIII Chief Clerk	\$ 2.20	\$ 2.50	\$114.40	\$130.00
Cost Clerk				
First Aid Man				
Steward				
Stock Analyst				
IX Laboratory & X-ray Technician	2.30	2.56	119.60	133.12
Laundry Foreman				
Photographer				
Rad-Safe Electronic Technician				

GROUP C - MANUAL

Classification	HOURLY RATE	48-HOUR WEEKLY RATE
Air Compressor Operator	\$2.37	\$123.24
Apprentice Engineer (Specify)	2.25	117.00
Asbestos Worker	3.00	156.00
Asphalt, Concrete or Crushing Plant Operator	2.68	139.36
Asphalt Raker and Ironer	2.285	118.82
Assistant Material Checker	2.135	111.02
Assistant Material Handler	2.135	111.02
Blacksmith - Boilermaker	3.125	162.50
Bricklayer	3.175	165.10
Canvas Worker - Marine	2.10	109.20
Carpenter	2.775	144.30
Carpenter Helper	2.335	121.42
Cement Mason	2.70	140.40
Cement Floor Finishing Mach. Op.	2.82	146.64
Chainman	2.52	131.04
* Deleted		
* Deleted		
Concrete Mixer Oper. - Skip Type	2.52	131.04

GROUP C - (CONT'D)

HOURLY RATE 48-HOUR WEEKLY RATE

Classification

Concrete or Asphalt Spreading Mach. Oper.	\$2.68	\$139.36
Diver (Deep Sea)	(See Special Depth Scale)	
Diver (Skin) (Daily Basis)		\$36.00
Driller (Core, Diamond or Wagon)	2.525	131.30
Drilling Machine Operator	2.82	146.64
Electrician (Specify)	3.20	166.40
Electrician Cable Splicer	3.50	182.00
Electrician Helper (Specify)	2.50	130.00
Elevator Hoist Operator	2.60	135.20
Fitter, Industrial	3.25	169.00
Fork Lift Operator	2.25	117.00
General Helper	2.235	116.22
Generating Plants Oper. (Stationary)	2.67	138.84
* Deleted		
* Deleted		
Heavy Duty Repairman	2.76	143.52
Heavy Duty Repairman Helper	2.25	117.00
Instrumentman	2.76	143.52
Ironworker, Reinforcing	*2.85	143.20
Ironworker, Structural	3.10	161.20
Laborer, General or Construction (Not otherwise classified)	2.075	107.90
Machinist	2.87	149.24

July 1, 1954 Revised 10/4/54
 Revised 7/19/54 Revised 4/4/55
 Revised 8/16/54 *Revised 4/25/55

GROUP C - (CONT'D)

HOURLY RATE48-HOUR WEEKLY RATEClassification

Marine Deckhand	\$2.115	\$109.98
Marine Engineman	2.68	139.36
Marine Operator, Large Craft	2.71	140.92
Marine Operator, Small Craft	2.42	125.84
Marine Rigger	2.42	125.84
Material Checker	2.335	121.42
Material Handler	2.335	121.42
Material Shipper	2.705	140.66
Mechanic (Specify)	2.76	143.52
Mechanic Helper (Specify)	2.25	117.00
* Deleted		
Motor Patrol Operator (Any Type)	2.82	146.64
Operator, Amphibious Truck	2.42	125.84
Operator, Distilling Equipment	2.67	138.84
Operator, Heavy Equipment 3/4 C.Y. & Under (Tractor Operator, Bulldozer, Tamper, Scraper, Drag Type Shovel or Boom Attachment, etc.)	2.68	139.36
Operator, Heavy Equipment Over 3/4 C.Y. (Universal Equipment Operator-Shovel, Dragline Derrick, Derrick Barge, Glamshell or Crane, etc.)	2.91	151.32
Operator of Pneumatic & Electric Tools	2.285	118.82
* Deleted		
Painter, Spray or Sandblaster	2.98	154.96
Painter, Spray or Sandblaster Swing	3.10	161.20
* Deleted		

GROUP C - (CONT'D)

HOURLY RATE

48-HOUR WEEKLY RATE

Classification

Piledriverman (Bridge or Dook Carpenter)	\$2.905	\$151.06
Piledriver Operator	3.09	160.68
* Deleted		
Plumber Helper	2.425	126.10
Plumber - Journeyman	3.25	169.00
P.O.L. Plant Operator	2.49	129.48
Powderman	2.435	126.62
* Deleted		
Road Oil Mixing Machine Oper.	2.76	143.52
Rigger	2.42	125.84
Roller Operator	2.60	135.20
* Deleted		
Sandblaster Nozzleman	2.525	131.30
Sandblaster Pot Tender	2.265	117.78
Saw Filer	2.855	148.46
Saw Operator, Utility (Table & Power)	2.855	148.46
Sheet Metal Worker	3.00	156.00
Steamfitter	3.25	169.00
Steamfitter Helper	2.425	126.10
Supply Custodian	2.495	129.74
* Deleted		
Tourneapull Operator	2.82	146.64

July 1, 1957

Revised 7/6/57

Revised 7/19/57

Revised 8/2/54

Revised 1/1/55

Revised 1/25/55

Effective date corrected to correspond with that shown on RA 34, dtd. Feb. 8, 1957.

Revision made by RA 36 noted.

EFFECTIVE DATE

CODE	TITLE	SALARY RANGE	
		MINIMUM	MAXIMUM
*RFW-1	Draftsman	\$ 375	\$ 525
RFW-2	Jr. Engineer - Chemical, Mechanical, etc.	360	445
RFW-2a	Engineer - Chemical, Mechanical, etc.	390	555
RFW-2b	Engineer - Draftsman	390	555
RFW-4	Jr. Scientist - Chemist, Physicist, etc.	360	445
RFW-4a	Scientist - Chemist, Physicist, etc.	390	555
RFW-6	Inspector or Scheduler	455	565
RFW-7	Accounting or Auditing Clerk	260	370
RFW-8	Accountant or Auditor I	325	445
RFW-9	Accountant or Auditor II	405	485
RFW-10	Typist	235	305
RFW-11	Clerk-Typist	260	335
RFW-12	Stenographer	270	370
RFW-13	Secretary	315	425
RFW-14	Secretary, Administrative or Technical	375	480
RFW-15	Teletype Operator	270	340
RFW-16	Switchboard Operator	250	315
RFW-17	Chief Switchboard Operator	325	475
RFW-18	Receptionist	260	325
RFW-19	Duplicating Equipment Operator I	230	290
RFW-20	Duplicating Equipment Operator II	280	350
**RFW-20a	Reproduction Equipment Operator	320	410
RFW-21	Key Punch Operator	270	345
RFW-22	Tabulating Machine Operator I	280	360
RFW-23	Tabulating Machine Operator II	320	410
RFW-24	Tabulating Machine Operator III	390	500
RFW-25	Clerk-File, Library, etc.	250	315
RFW-26	Personnel Clerk	250	315
RFW-27	General Clerk (Male)	350	450
RFW-27a	Purchasing Clerk	260	325
RFW-28	Payroll Clerk	260	370
RFW-29	Plant Cost Clerk	330	430
RFW-30	Classified Material Clerk	260	365
RFW-30a	Classified Material Specialist	365	465
**RFW-30b	Classified Material Handler	330	400
RFW-31	Personnel Interviewer	360	465
RFW-32	Head Clerk	360	485
RFW-33	Photographer	360	465

*Revised by Reimbursement Authorization No. 36, Modification No. 49, dated August 24, 1956.

**Added by Reimbursement Authorization No. 34, Modification No. 53, dated February 8, 1957.

SCHEDULE 2

THE DOW CHEMICAL COMPANY
ROCKY FLATS PLANT
CONTRACT NO. AT(29-1)-1106

SCHEDULE OF MONTHLY RATE RANGES
NON-EXEMPT SALARIED EMPLOYEES

EFFECTIVE APRIL 22, 1957

<u>CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
RFW-33a	Jr. Photographer	\$ 320	\$ 410
RFW-34	Illustrator	360	465
RFW-34a	Jr. Illustrator	270	345
RFW-35	Health Physics Technician	360	465
RFW-35a	Plant or Shop Technician	360	465
RFW-35b	Plant or Shop Technician in Charge	445	570
RFW-35c	Medical Technician	305	390
RFW-36	Nurse	325	490
RFW-36a	Head Nurse	345	535
RFW-37	Staff Department Supervisor	445	570
*RFW-38	Product Inspector	485	580
*RFW-39	Assistant Product Inspector	445	535

A leader for such groups as Tabulating Machine or Payroll, etc., has a range \$20.00 above the range of the highest classification in the group.

*Revised by Reimbursement Authorization No. 39, Modification No. 60
dated May 10, 1957

SCHEDULE 2

Appendix A
Contract AT(29-1)-1106

SCHEDULED MERIT AND LENGTH OF SERVICE RAISES FOR NEWLY EMPLOYED
CLERICAL AND STENOGRAPHIC SALARIED EMPLOYEES

SECTION I - Bona fide college graduates such as accountants, accounting clerks, business administration and all non-professional and non-technical employees.

- A. Top rate of scheduled raises - \$415.00.
- B. \$10 raise after three months of service on the basis of demonstrated normal advancement in ability.
- C. \$15 raise after six additional months of work based on merit.
- D. Fractional raise or prorated raise if less than eleven months has elapsed prior to a general merit raise period.

SECTION II - All other general salaried employees not covered in Section I.

- A. Top rate of scheduled raises - \$355.00 per month.

Clauses A, B, C and D same as above.

NOTE I - It is strongly recommended that if an employee does not merit either a \$10 or \$15 raise when the time interval has elapsed, that another full-time interval must elapse before raise consideration be given.

NOTE II - Only one \$10 raise after three months, followed by a \$15 raise after an additional six months, is to be given. Very seldom will these raises bring the employee to the rate of \$415 or \$355.

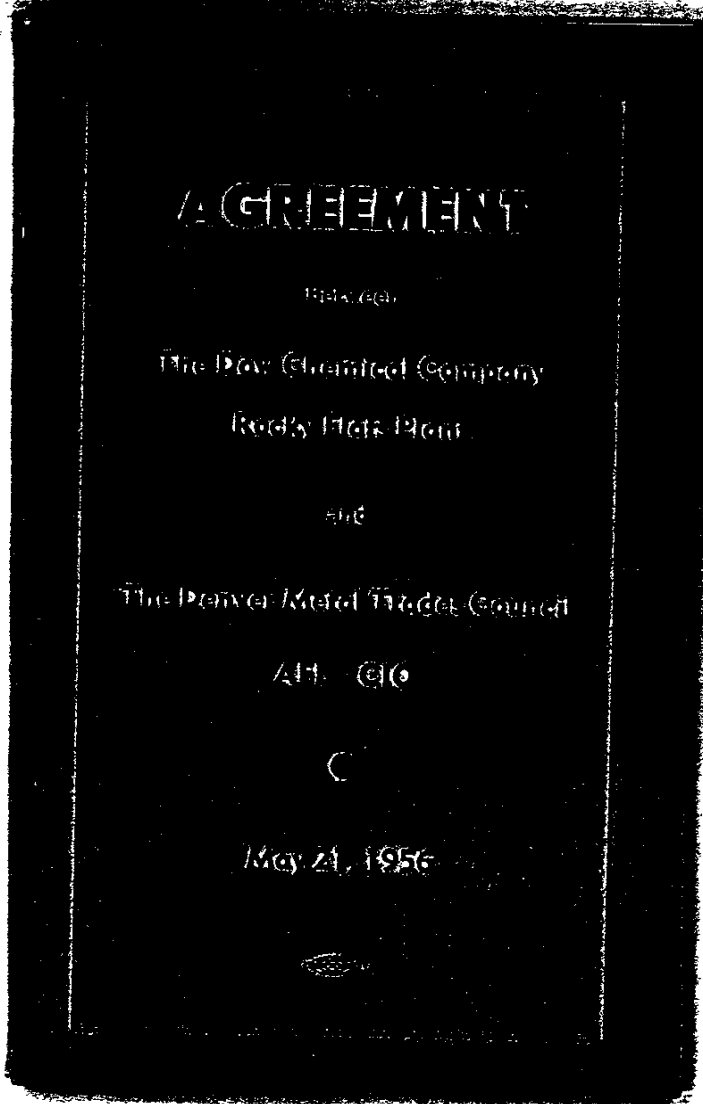
NOTE III - The progression schedule is planned basically as a combination training and proving period for new employees. If prior to a new employee having worked nine months and having received the two adjustments as scheduled, he is qualified for and is transferred to another classification, it is assumed a proper evaluation of ability can be made and a proper rate can be set and the employee will no longer be subject to the original three-month and six-month adjustment.

SCHEDULE 3

THE DOW CHEMICAL COMPANY
ROCKY FLATS PLANT
CONTRACT NO. AT(29-1)-1106

*AGREEMENT BETWEEN THE DOW CHEMICAL COMPANY, ROCKY FLATS PLANT,
AND THE DENVER METAL TRADES COUNCIL, AFL-CIO

*Booklet
Not
Copied*



*Revised by Reimbursement Authorization No. 33, Modification No. 45,
dated June 4, 1956.

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SCHEDULE 4

THE DOW CHEMICAL COMPANY
 ROCKY FLATS PLANT
 CONTRACT NO. AT(29-1)-1106

*HOURLY WAGE RATE SCHEDULE FOR PLANT PROTECTION PERSONNEL

CLASSIFICATION	HOURLY RATE					
	EFFECTIVE MAY 21, 1956			EFFECTIVE MAY 21, 1957		
Master Sergeant		\$2.33 (3)	\$2.43		\$2.41 (3)	\$2.51
Senior Sergeant	\$2.09 (3)	\$2.19 (3)	\$2.29	\$2.17 (3)	\$2.27 (3)	\$2.37
Patrolman	\$1.96 (2)	\$2.06 (3)	\$2.16	\$2.04 (2)	\$2.14 (3)	\$2.24

(Figures in parenthesis indicate number of months to be served at each rate before advancing to the next rate within a classification.)

*Revised by Reimbursement Authorization No. 33, Modification No. 45,
 dated June 4, 1956.

RETIRED SALARIED EMPLOYEES - EXPANDED PLAN*

<u>Completed Years of Service at Age 65 or Retirement</u>	<u>Life Insurance at Age 65 or After Retirement</u>	<u>Maximum Combined Hospital and Surgical Benefits on Account of You and Your Wife</u>
13 or less	\$ 1,000	\$ 500
14	1,000	600
15	1,000	700
16	1,000	800
17	1,000	900
18	1,000	1,000
19	1,000	1,100
20	1,000	1,200
21	1,000	1,300
22	1,000	1,400
23	1,000	1,500
24	1,000	1,500
25	1,000	1,500
26	1,100	1,500
27	1,200	1,500
28	1,300	1,500
29	1,400	1,500
30 or More	1,500	1,500

*Attainment of age 65, or earlier retirement, under a Company Retirement Plan.

(For additional details, see Metropolitan Life Insurance Company Group Insurance Policies Nos. 16740-G and 16741-G.)

Schedule 5 revised by Reimbursement Authorization No. 40, Modification No. _____, dated February 27, 1957.

GROUP INSURANCE

HOURLY-RATED EMPLOYEES*

<u>Benefit</u>	<u>Employees</u>	<u>Coverage</u>	<u>Employee Weekly Contribution</u>
1. Life Insurance		\$ 4,250.00	
2. Accident & Health			
Non-Occupational Disability		31.50	
3. Hospital Expense and Surgical Expense			
Daily Room Benefit - maximum		13.50	
Special Services - maximum		2,000.00	
Physician Attendance (\$4 per day) - maximum		480.00	
Surgical Operations - maximum		300.00	
		Total	\$.82

Dependents

1. Hospital Expense and Surgical Expense			
Daily Room Benefits - maximum		11.00	
Special Services - maximum		2,000.00	
Physician Attendance (\$3 per day) - maximum		360.00	
Surgical Operations - maximum		250.00	
		Total	\$.45

RETIRED HOURLY-RATED EMPLOYEES**

<u>Completed Years of Service at Age 65 or Retirement</u>	<u>Life Insurance at Age 65 or After Retirement</u>	<u>Maximum Combined Hospital and Surgical Benefits on Account of You and Your Wife</u>
13 or Less	\$ 1,000	\$ 500
14	1,000	600
15	1,000	700
16	1,000	800
17	1,000	900
18	1,000	1,000
19	1,000	1,100
20	1,000	1,200
21	1,000	1,300
22	1,000	1,400
23	1,000	1,500
24	1,000	1,500
25	1,000	1,500
26	1,100	1,500
27	1,200	1,500
28	1,300	1,500
29	1,400	1,500
30 or More	1,500	1,500

*Upon attainment age 65, coverage reduced to that indicated under "Retired Hourly-Rated Employees."

**Attainment age 65, or retirement under Company Retirement Plan.

(For additional details, see Metropolitan Life Insurance Company Group Insurance Policies Nos. 16740-G and 16741-G.)

PENSION
and
PROFIT SHARING
PLAN

EXHIBIT C

SUPPLEMENTARY AGREEMENTS
for
THE DOW CHEMICAL COMPANY
IN CONNECTION WITH THE OPERATION OF
THE ATOMIC ENERGY COMMISSION'S
ROCKY FLATS PLANT
DENVER, COLORADO
as approved by
THE DENVER METAL TRADES COUNCIL
and
THE DOW CHEMICAL COMPANY
Effective as of 7:45 a.m., May 21, 1956

1. DIVISION

1956 MAY 21

RECEIVED