PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment A	Reporting Requirements Checklist
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SECTION J
ATTACHMENT A

	Report	Description	Driver	Frequency		Approval Required
RECURRING REPORTS PROVIDED TO DOE-SR						
OFFICE OF GENERAL MANAGER						
1.	Employee Concerns Report	Summary of Employee Concerns received; includes required details	DOE O 442.1A	Monthly		Office of Civil Rights Information
2.	Employee Concerns Trend Report	Analysis of concerns; identifies trends and makes recommendations	DOE O 442.1-1	Quarterly		Office of Civil Rights Information
3.	EEO Report	Summary of Equal Employment Opportunity related concerns	DOE O 442.1-1	Quarterly		Office of Civil Rights Information
4.	Affirmative Action Plan	Summary of all recruiting activities; interpretation of statistical data as related to Company AAP	Executive Order 11246	Annually		Office of Civil Rights Information
PROTECTIVE FORCE OPERATIONS						
5.	Daily Activity Report (DAR)	Daily summary of activities or unusual events that occur on the SRS from 0001 hours through 2400 hours, which may have an impact on site security, operations, safety, public relations or personnel	Contract, Part I. Section C.5.5.3.7	Daily		OSSES and Others as Directed for Information
TRAINING						
6.	Training Plan	Captures topics that will be trained to for Protective Force personnel for the fiscal year	DOE O 470.4-3	Annually		Director, OSSES Approval
7.	Job Analysis	Details the required actions or functions for each specific job assignment	Contract, Part I, Section C.5.3.1	Annually		Director, OSSES Approval
SECURITY PLANNING & INFRASTRUCTURE						
8.	Staffing Status Report	Comparison of authorized vs. actual personnel by office/division	DOE Request; Contract Part III, Section J, Attachment A	Monthly		Office of Human Capital Management Information
9.	Strength Report	Actual vs. authorized personnel levels by Protective Force rank and total numbers	DOE Request; Contract Part III, Section J, Attachment A	Quarterly		OSSES Information
10.	Staffing Plan	Contractor staffing levels by post and	Contract Part III,	Annually		Director, OSSES

	Report	Description	Driver	Frequency		Approval Required
		position for current year and three out-years; baseline for Annual Operational Plan	Section J, Attachment A			and Cognizant DOE Support Personnel Approval
11.	Performance Test Schedule **(Changed to Annual Exercise and Performance Test Schedule)**	Outlines the schedule for completion of site exercise and performance test requirements	DOE-SR Request	Weekly, Quarterly, Annually **(Changed to Annually, and as revisions are required)**		OSSES Information
OCCUPATIONAL SAFETY AND HEALTH						
12.	Tabulation of Work Hours	Information for "Safety Stats" Portion of Environmental Management Conference Call	DOE M 231.1-1A	Quarterly **(Currently being provided Weekly)**		OSSES and Office of Safety & Quality Assurance Information
13.	Individual Accident/Incident Report	Information for "Safety Stats" Portion of Environmental Management Conference Call	DOE M 231.1-1A	New Reports-Semi-Monthly Updated Reports – Quarterly **(Currently being provided Weekly)**		OSSES and Office of Safety & Quality Assurance Information
QUALITY AND PERFORMANCE ANALYSIS						
14.	ELITE Suggestion Program Recognition	Quarterly status update of all implemented suggestions and monetary value	Contract Part III, Section J, Attachment A	Quarterly/Annuall y		OSSES Information
15.	Quality Assurance Program	Significant updates to the Quality Assurance Plan	DOE O 414.1C	Annually (If program requires significant modification)		OSSES Approval
16.	DOE-SR Inspection Findings	Monthly status update on DOE-SR Survey Inspection findings issued to Contractor	DOE O 470.4-1	Monthly		OSSES Information
17.	DOE-SR Appraisal Findings	Monthly status update on DOE-SR Appraisal findings issued to Contractor	DOE O 470.4-1	Monthly		OSSES Information
18.	DOE-SR ESH Status Report	Quarterly status update on DOE-SR Environmental, Safety and Health findings issued to Contractor	DOE O 470.4-1	Quarterly		OSSES Information

	Report	Description	Driver	Frequency		Approval Required
19.	Deficiency Trend Report	Trending information on all internal and external findings issued to Contractor	DOE O 470.4-1	Quarterly		OSSES Information
PUBLIC AFFAIRS						
20.	Performance Evaluation Report	Report showing significant and notable accomplishments during the reporting period in areas identified in the Performance Evaluation Plan	Contract Part III, Section J, Attachment A	Semi-Annually		OSSES for Review; Basis for Award Fee Determination
ADMINISTRATION						
21.	Financial Call-In Accrual Reporting	Current Month and Year-to-Date Expenses incurred by Funding Program, and Budget and Reporting Code	Contract, Part III, Section J, Attachment A	Monthly		Finance Division Information
22.	Expenditure Detail Report	Recap of billable expenses for current month and Contract Inception-to-Date	FAR 52.216-7	Monthly		Finance Division Information
23.	Financial Capital Equipment Reporting	Report acquisition of Capital Equipment (Cost > $50K, useful life > 2 years) through purchase or transfer	DOE O 534.1A	Monthly		Finance Division Information
24.	Contractor Compensation Part I & II	Salaries and additional compensation and grouping by ranges	Contract, Part III, Section J, Attachment A	Semi-Annually		Office of Human Capital Management Information
25.	Expenditures for Employee Supplementary Compensation Part I & II	Recap of leave, fringe benefits, hours, overtime, and severance	Contract, Part III, Section J, Attachment A	Annually		Office of Human Capital Management Information
26.	Federal Aviation Interactive Reporting System (FAIRS)	Aircraft hours and cost data entered into web-based GSA reporting system	DOE O 440.2B, Chg. 1	Quarterly		OSSES approval
27.	Annual Operational Plan (AOP)	Annual Plan including task scope description, staffing requirements, budget, milestones, and performance measures	Site Management Plan for Planning, Budgeting, Work Authorization and Control	Annually		Director, OSSES and Cognizant DOE Support Managers
28.	Cost Data Variance Analysis at S&S Program Element Levels for WSI-SRS	Monthly actual cost compared to budget by S&S program element (Budget & Reporting Code)	Site Management Plan for Planning, Budgeting, Work Authorization and Control	Monthly		Budget Division Information
29.	Monthly Reporting of Contractor Employment Data	Monthly Manpower Report showing headcount by DOE Funding Program	Contract, Part III, Section J,	Monthly		Office of Human Capital

	Report	Description	Driver	Frequency		Approval Required
			Attachment A			Management Information
30.	Quarterly Manpower Report	Quarterly Manpower Report showing headcount by DOE Funding Program	Contract, Part III, Section J, Attachment A	Quarterly		NNSA Information
31.	Revised Fiscal Year XXX Actual Cost Estimate for the Contract	Annual letter to DOE showing revised cost estimate based on the AOP	Contract, Part I, Section B.2	Annually		Used by CO to Modify Contract
32.	Annual Projected Overtime for the Fiscal Year	Annual letter to DOE showing projected overtime based on the AOP	Contract, Part II, Section I.26	Annually (Prior to September 1)		CO Approval
33.	Annual Budget Submission	Congressional Budget submitted for current year, upcoming year, and Budget Year, and long-range forecast for 5 years	EM and NNSA Field Budget Calls	Annually		Budget Division Information
34.	Small, Small Women-Owned & Small Disadvantaged Business Subcontracting Plan	Annual Small Business Program Plan showing strategy and goals for the coming fiscal year	FAR 52.219-9; Contract, Part III, Section J, Attachment C	Annually		CO Approval
35.	Standard Form 294 Subcontracting Report for Individual Contracts	Report showing Small Business Program activity in dollars and percentages of total purchases	FAR 52.219-9	Semi-Annually		Small Business Program Manager Approval
36.	Subcontracts Eligible for Defective Pricing Reviews	Subcontracts in excess of $100K that can be audited for defective pricing	FAR 52.215-2	Annually		DCAA information on behalf of DOE
37.	Affirmative Procurement Report	Report showing purchases of recovered and recycled products	Resource Conservation and Recovery Act, Section 6002(i); Executive Order 13101; DOE O 450.1	Annually (to WSRC)		Information for Site Consolidation
38.	Motor Vehicle Justification Report	Provided to justify retention of motor vehicles assigned to Contractor	Contract, Part III, Section J, Attachment A	Annually		Director, Infrastructure Support Division Information
39.	Use and Utilization Report (Vehicles and Motorized Equipment)	Provides utilization data for all assigned vehicles and motorized equipment	Contract, Part III, Section J, Attachment A	Semi-Annually		Director, Infrastructure Support Division Information
40.	Mechanical Equipment Repair Costs Report	Summarizes all repair costs, both for the reporting period and cumulative	Contract, Part III, Section J,	Quarterly		Director, Infrastructure

	Report	Description	Driver	Frequency		Approval Required
			Attachment A			Support Division Information
41.	Vehicle Accident Report	Provides a summary of all vehicle accidents occurring during the reporting period, and the cost and disposition of any required repairs	Contract, Part III, Section J, Attachment A	Quarterly		Director, Infrastructure Support Division Information
42.	Use and Utilization Report (Watercraft)	Provides utilization data for all assigned watercraft	Contract, Part III, Section J, Attachment A	Semi-Annually		Director, Infrastructure Support Division Information
43.	Quarterly Report of Inventories	Provides inventory results for physical inventories of stores supplies as well as equipment and sensitive items maintained on the Master Property Record	Contract, Part III, Section J, Attachment A	Quarterly		Organizational Property Management Officer, Office of Support Services Information
44.	Ordnance Report	Provides a listing of all firearms, ammunition, pyrotechnics, and explosives maintained at the Ordnance Storage Facility or assigned for duty use	Contract, Part III, Section J, Attachment A	Quarterly		Director, OSSES Information
45.	Annual Report of Inventories	Provides inventory results for physical inventories of stores supplies as well as equipment and sensitive items maintained on the master property record	Contract, Part III, Section J, Attachment A	Annually		Organizational Property Management Officer, Office of Support Services Information
46.	Litigation Management Budget	Report showing success staying within budget and cost projections for next budget year	10 CFR 719 719.17	Annually		Office of Chief Council Approval
47.	Annual Mail Management Report	Report showing piece count and cost of mail delivered by the US Post Office. Also, piece count and cost of FedEx Overnight Express and FedEx ground packages	CFR 41, Chapter 102-192 Federal Mail Management	Annually		Federal Facility Mail Manager Information
SECURITY SUPPORT						
48.	WSI-SRS Badge, Pass, Credential Office Productivity Report	Documents overall disposition of the Badge, Pass and Credentials Office	DOE M 470.4-2	Monthly		OSSES Personnel Security Team Leader Information

	Report	Description	Driver	Frequency		Approval Required
49.	Personnel Reliability Program (PRP) Drug Testing Statistics	Document number of tests conducted with results	At the request of DOE-SR	Monthly		OSSES Personnel Security Team Leader Information
50.	HRP Management Plan	Details Contractor HRP program with objectives and goals	10 CFR 721	Annually		OSSES HRP Program Manager Information
51.	Clearance Budget Forecast	Identifies anticipated number of clearances for fiscal year	At written request from DOE-HQ	Annually		OSSES Personnel Security Team Leader Information
52.	HRP Lesson Plan	Outlines HRP curriculum, initial and annual	10 CFR 721	Annually		OSSES HRP Program Manager Information
53.	HRP Report	Documents number of HRP employees by area	At the request of DOE-SR	Monthly		OSSES HRP Program Manager Information
54.	Statistical Report – Information Office Oversight	Graphically enumerates the number of documents classified by Contractor in the quarter	DOE M 475.1-1B	Quarterly		OSSES Classification Officer Information
55.	Weapons Credential Report	Documents disposition of DOE Weapons Credentials	DOE M 473.2-2	Quarterly		Director, OSSES Information
56.	Annual Weapons Credential Inventory	100% accountability of Contractor Weapons Credentials	DOE M 473.2-2	Annually		Director, OSSES Information
57.	Information Report Graph	Graphically enumerates the number of documents classified by Contractor monthly	DOE M 475.1-1B	Monthly		OSSES Classification Officer Information
58.	Information Security Oversight Office	Enumerates the number of documents classified by Contractor in the quarter	DOE M 475.1-1B	Quarterly		OSSES Classification Officer Information
59.	FOCI Contract Report	**This report has been discontinued**	N/A	Annually **(This report is no longer submitted)**		N/A
60.	IMI Level 4 Report	Documents Incidents of Security Concern	DOE M 470.4-1	Monthly		OSSES CMPC Program Manager
61.	Report of Cyber Security Systems	Documents disposition of Contractor Diskless conversion	At the request of DOE-SR	Monthly		OSSES ISSM Information
62.	Report of Cyber Systems-	Documents modifications or concerns	DOE O 205.1A,	Monthly		OSSES ISSM

	Report	Description	Driver	Frequency		Approval Required
	Classified and Unclassified	related to Contractor computer systems	DOE M 205.1-4			Information
63.	DOE-SR Access Authorization Status Report	A listing of all DOE and DOE sub's badging records to reconcile against PSB and PAES systems	Contract, Part III, Section J, Attachment A	Monthly		OSSES Personnel Security Team Leader Information
64.	Monthly Activities Report	Summary of SSSD activities including HRP, S&S Security Awareness, FOCI, OPSEC, Foreign Visits, clearance processing, case research and badging	Contract, Part III, Section J, Attachment A	Monthly		OSSES Personnel Security Team Leader Information
65.	Friday Flash Report	Shows activities for screening, pending screening, HSPD-12, credit reports, e-QIP, HRP, arrests, miscellaneous reports, Security Incident/Infraction reports, Form 70's and status of weekly reports	Contract, Part III, Section J, Attachment A	Weekly		OSSES Personnel Security Team Leader Information
66.	Interview List	Shows list of pending interviews, tracks timeliness, derogatory codes & status of cases	Contract, Part III, Section J, Attachment A	Weekly		OSSES Personnel Security Team Leader Information
67.	Administrative Review List	Shows list of pending Administrative Reviews, tracks timeliness, derogatory codes and status of cases	Contract, Part III, Section J, Attachment A	Weekly		OSSES Personnel Security Team Leader Information
68.	Letter of Interrogatory List	Shows a list of pending Letter of Interrogatories; tracks their timeliness, derogatory codes and status of cases	Contract, Part III, Section J, Attachment A	Weekly		OSSES Personnel Security Team Leader Information
69.	Mental Illness List	**This report has been discontiued;** information has been consolidated into the Interview List	Contract, Part III, Section J, Attachment A	Monthly **(This report is no longer submitted)**		N/A
70.	EAPRO List	Shows list of pending Employee Assistance Program Referral Option members for timeliness, derogatory codes and current status	Contract, Part III, Section J, Attachment A	Monthly		OSSES Personnel Security Team Leader Information
71.	Investigation Submission Report	Listing of all submissions to Office of Personnel Management	Contract, Part III, Section J, Attachment A	Monthly		OSSES Personnel Security Team Leader Information
REPORTS CURRENTLY PROVIDED TO DOE-SR AS REQUIRED/REQUESTED						
SECURITY PLANNING & INFRASTRUCTURE						

	Report	Description	Driver	Frequency		Approval Required
1.	Protective Force Assessment Report **(Changed to Periodic Self-Assessment Report)**	Management tool used to measure compliance/performance based requirements	DOE O 470.4-1	As requested **(Changed to Annually, five total)**		OSSES Information
QUALITY AND PERFORMANCE ANALYSIS						
2.	Occurrence Reporting/Processing (ORPS)	Reports submitted for all incidents and accidents based on the categorized group	DOE O 231.1-2	As required		OSSES Approval
3.	Survey/Appraisal 30-Day Initial Response	Response required for all DOE-SR Survey Inspection findings assessed against Contractor	DOE O 470.4-1	As required		OSSES Approval
OCCUPATIONAL SAFETY AND HEALTH						
4.	Formal Analysis Reports	Reports on formal analyses conducted on all injuries	Contract, Part III, Section J, Attachment A	As requested		OSSES Information
ADMINISTRATION						
5.	SAI Travel Initiatives (Budget vs. Actual)	Strategic Alignment Initiative-reduce travel costs by $175M over 5-year period (1996-2000)	DOE-HQ Strategic Alignment Team	As requested		Finance Division Information
6.	Status of Residence Zip Code Report	Count of employees by ZIP Code	Contract, Part III, Section J, Attachment A	As requested		Office of Human Capital Management Information
7.	Organization Charts	Charts of the Company or sub-elements as requested by DOE-SR	Contract, Part III, Section J, Attachment A	As requested		Office of Human Capital Management Information
8.	Revised Overtime for the Fiscal Year	Letter submitted if overtime is expected to be greater than projected in AOP budget	Contract, Part II, Section I.26	As required		CO Information
9.	Change Control Request	Method used for revising AOP	Site Management Plan for Planning, Budgeting, Work Authorization and Control	As required		Director, OSSES Information (Approval over Threshold)
10.	Forecast for Procurements in Excess of $100K	DOE Small Business Acquisition Forecast for purchases over $100K	Public Law 100-656, Business Opportunity	As required		Small Business Program Manager Information

	Report	Description	Driver	Frequency		Approval Required
			Development Reform Act of 1988			
11.	Workforce Restructuring Update	Provides positions to be eliminated in Workforce Restructuring, authorized and assigned positions and effective dates.	Economic or operational circumstances	As required **(Report has not been submitted since the 1996 Workforce Restructuring)**		Office of Human Capital Management Information
12.	Walkthrough Inspection Report	Provides inspection results, to include any corrective actions, for Management Walkthrough Inspections conducted within Contractor areas of responsibility	Contract, Part III, Section J, Attachment A	As required		Organizational Property Management Officer, Office of Support Services Information
13.	Capital Equipment Deductions	Provides a summary of Capital Equipment removed from the Master Property Record during the reporting period	Contract, Part III, Section J, Attachment A	As required		WSRC Finance Division/Capital Accounting Information
14.	Labor Relations report identifying significant events	Notification, Updates and Settlements of all Grievances at Step IV or Above Or Major Issues/Concerns Regarding the Collective Bargaining Agreement or the following: Possible Strike Situations; Referral to the National Labor Relations Board at any Level; Any Grievance Which May Reasonably be Assumed to be Arbitrated under a CBA; Grievance Resolutions Which May Serve to Impact Interpretation, Clarification, or to otherwise Modify the Terms of the CBA. Letters of Understanding or Other Such Agreements Reached Subsequent to the Initial CBA; Initiation of any Action by the Contract Under the Labor Management Relations Act of 1947, As Amended, and/or Involving the National Labor Relations Board.	Contract, Part III, Section J, Attachment A	As required **(Currently being submitted Monthly)**		Office of Human Capital Management Information

	Report	Description	Driver	Frequency		Approval Required
15.	Notification of Impending Contractor-Union Negotiations (MA-26)	Letter submitted prior to start of Bargaining Unit Contract negotiations	Contract, Part III, Section J, Attachment A	As required		CO Approval
16.	Reports During Negotiations (MA-26)	Verbal/written reports updating Director, OSSES on progress during negotiations	Contract, Part III, Section J, Attachment A	As required		Director, OSSES Approval and Information
17.	Notice of Labor Disputes	Labor Relations report identifying labor disputes	Contract, Part III, Section J, Attachment A	As required **(Currently being submitted Monthly)**		Office of Human Capital Management Information
18.	Printed Version of Collective Bargaining Agreement Including Letter of Agreements Oral or "Side-Bar" Agreements, Interpretations and Exceptions	Copy of the Collective Bargaining Agreement	Contract, Part III, Section J, Attachment A	As required		Office of Human Capital Management Information
SECURITY SUPPORT						
19	Contractor's Request for Authorization to Carry Firearms (U)	Formal request submitted to DOE-SR	DOE-473.2-2	As required		Director, OSSES Approval
20	Return of Voided Firearms/Arrest Authority Credentials	Formal request submitted to DOE-SR	DOE-473.2-2	As required		Director, OSSES Approval
21.	Contractor's Master Site Security Plan for Classified AIS	Master Security plan outlining protection of the classified systems	DOE Program Cyber Security Plan	As required **(Nothing has been submitted since 2004)**		
22.	Contractor's Authorized Derivative Classifiers List (Update)	List of current certified Authorized Derivative Classifiers	At the request of DOE-SR	As required		OSSES Classification Officer Information
23.	Contractor's Reviewing Official List (Update)	List of current Reviewing Officials	At the request of DOE-SR	As required		OSSES Classification Officer Information
24.	Information Requested for Technical Assessment of Contractor's Security Incident Program	Documents Incidents of Security Concern and any mitigating factors or additional information as requested	At the request of DOE-SR	As required		OSSES Security Incident Program Manager Information

	Report	Description	Driver	Frequency		Approval Required
25.	IMI-IV Incidents	Documents Incidents of Security Concern	DOE M 470.4-1	As required		OSSES Security Incident Program Manager Information
26.	Clearance Reduction Slides	Bar-graph which depicts the site's downsizing of clearances, i.e. downgrades and terminations	Contract, Part III, Section J, Attachment A	As required by Dir., OSSES		Director, OSSES and Personnel Security Team Leader Information
27.	TRIPS Activity Report	**The TRIPS machine has been removed. This function is no longer available**	Contract, Part III, Section J, Attachment A	As required by Dir., OSSES		N/A
28.	Automated Database Report	An alphabetical listing of all clearance holders. This is a backup to the PSB/CPCI systems.	Contract, Part III, Section J, Attachment A	As required		SSSD Processing Information
REPORTS CURRENTLY PROVIDED TO DOE-SR BUT NOT IN THE CONTRACT						
ADMINISTRATION						
1.	Annual Report of Exchange/Sale Transactions	Provides a summary, which includes cost savings, related to all exchange sales of personal property occurring during the reporting period	41 CFR 102-39.75	Annually		Organizational Property Management Officer, Office of Support Services Information
2.	Annual Report of Personal Property Furnished to Non-Federal Recipients	List of personal property furnished to non-federal recipients	41 CFR 102-36.295	Annually		Organizational Property Management Officer, Office of Support Services Information
3.	Balanced Scorecard Annual Report	Submitted for approval of personal property management performance measures	DOE Letter	Annually		Organizational Property Management Officer, Office of Support Services Approval
4.	Current Loan Status	Provided annually to report outstanding loans of personal property in place at the end of the fiscal year	DOE Email Notification	Annually		Organizational Property Management

	Report	Description	Driver	Frequency		Approval Required
						Officer, Office of Support Services Information
SECURITY SUPPORT						
5.	Administrative Review (AR) Update Status	Request made by Headquarters when corrections or additions are made to the status of a case in AR	DOE Request	As requested by DOE-HQ		DOE-HQ; OSSES Personnel Security Team Leader Information
6.	Weekly Status of Interviews	Report that shows the progress and status of interviews conducted, i.e. terminated, removed, added, re-interviewed, off-site interviews pending, and disability cases pending	DOE Request	Weekly		OSSES Personnel Security Team Leader Information
7.	Numbers for the Week	A tally of interviews pending and investigations awaiting screening; numbers include HRP files	DOE Request	Weekly		OSSES Personnel Security Team Leader Information
8.	HSPD -12 Adjudicated case	Status of HSPD-12 cases that have been processed	DOE Request	Weekly		OSSES Personnel Security Team Leader Information
9.	Pending Investigations at OPM	180 day report that tracks the length of time an investigation is at OPM. Identifies problem cases and those needing to be expedited	DOE Request	Bi-Monthly		OSSES Personnel Security Team Leader Information

SECTION J
ATTACHMENT B

RESERVED

SMALL BUSINESS SUBCONTRACTING PLAN

PERIOD: BASE PERIOD WITH TWO OPTIONS

Wackenhut Services, Incorporated (WSI), in accordance with the FAR 52.219-9, submits its Subcontracting Plan for Small Business concerns in response to the Department of Energy's, Solicitation DE-RP-30-08CC60025.

➢ INTRODUCTION

WSI's policy is to encourage, in its programs, the participation of small businesses and small businesses owned by socially and economical disadvantaged participants to the maximum extent possible, consistent with efficient performance and compliance with laws and contract requirements.

➢ SUBCONTRACT/PROCUREMENT ITEMS

The subcontracting and procurement required by WSI during the proposed contract period, in support of the Department of Energy's Savannah River Site Operations Office Contract at Savannah River Site, Aiken SC consists of the following:

Subcontract	-	Professional Services
Purchase	-	Logistical Support

➢ SUBCONTRACT/PROCUREMENT SOURCES

WSI has programmed to use several small business concerns for Professional and Logistical Support Services. The following principal products and or services are examples of items be purchased under this contract and the distribution among SB, VOSB, SDVOSB, HUBZone, SDB, WOSB and LB concerns as follows:

COMPANY	SERVICE	TYPE	BASE	OPT 1	OPT 2	TOTAL
Critique	Services	SDB	$8,413,649	$5,870,370	$4,172,283	$18,456,402
WESTECH	Services	WOSBHUBZone	8,576,121	5,983,578	4,252,963	18,812,662
Dade Moeller	Services	SDVOSB	6,970,514	4,863,317	3,456,685	15,290,516
	Equipment	SB	1,739,362	1,183,519	781,017	3,703898
	Equipment	WOSB	562,294	382,603	271,750	1,216,647
	Equipment	HUBZ	337,376	229,562	163,050	729,988
	Equipment	LB	1,164,808	868,939	654,293	2,688,039
	Supplies	VOSB	337,376	229,562	163,050	729,988
	Supplies	LB	803,705	567,250	418,701	1,789,656
	Supplies	SB	1,200,250	1,183,519	900,210	3,283,979
	Uniforms & Accessories	LB	607,409	449,471	299,648	1,356,528
	Uniforms & Accessories	SDVOSB	337,376	229,562	163,050	729,988
	Services	LB	1,315,150	761,954	507,969	2,585,073
	Services	SDB	562,294	382,603	271,750	1,216,647
	Services	SB	2,278,474	1,183,519	840,613	4,302,606
	Total		$35,206,158	$24,369,329	$17,317,031	$76,892,618

Table I: Subcontract / Procurement Sources for Professional Services & Logistical Support

➢ **SUBCONTRACT GOAL SUBSTANTIATION**

The methods used to develop our subcontract goals for small businesses (including ANCs and Indian tribes), veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses (including ANCs and Indian tribes), and women-owned small businesses are based on the programmed cost for subcontracted professional services and an estimated amount annually for other direct costs for logistical support. WSI has assumed that this logistics support includes all miscellaneous small purchases and subcontracts which we intend to award to small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business. These goals do not include indirect costs.

Items that may be required will be competed for, and potential sources will be identified and solicited with strong emphasis placed on small business (including ANCs and Indian tribes), veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business. The goals under this plan have been established to ensure all these categories of small businesses have the maximum opportunity to participate.

Bidders' lists will be developed using the following informational resources:

- SBA's Internet database system
- Central Contractor Registration database
- Veterans service organizations
- Dynamic Small Business database on the Internet
- Various trade directories
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for small HUBZone, small disadvantaged, and women-owned small business
- Suggestions and recommendations from the DOE
- WSI's supplier/contractor information system both at other nationwide contracts and at corporate headquarters

These sources should provide sufficient prospective bidders to achieve the stated goals.

➢ **ADMINISTRATION OF SUBCONTRACTING PLAN**

WSI's Senior Vice President/General Manager, Mr. Randy Garver, selected Ms. Lorri Wright, to serve as the WSI-SRS Small Business Administrator Liaison Officer (SBALO) to execute the Small Business Program and ensure that we identify meaningful opportunities for small business participation early in the program. In the performance of his responsibilities under this plan, Ms. Wright will be responsible for ensuring that source lists of small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and

women-owned small businesses are maintained; seeking out additional sources when the number of protective sources is not adequate; advising other WSI personnel of the purposes of this program and ensuring adequate support by all concerned; keeping all records necessary to show WSI's performance vis-à-vis the goals established herein; providing periodic reports to senior management concerning awards under this plan; and maintaining and submitting information in a timely manner.

- **EFFORTS TO STIMULATE SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS ACTIVITIES**

  WSI will ensure small business (including ANCs and Indian tribes), veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns have an equitable opportunity to compete for subcontracts by using the methods described below:

- **EXTENT OF COMPETITION**

  As previously stated, bidders lists will be developed using SBA's Dynamic Small Business internet database system, various directories, National Minority Purchasing Council listings, suggestions and recommendations from various Government offices, as well as WSI's internal compendium of sources. WSI will attempt to include sufficient numbers of local small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms on its bidder's lists to provide a realistic chance that such firms will be successful in receiving awards.

- **SUBCONTRACT/PURCHASING TERMS AND CONDITIONS**

  WSI agrees that the clause entitled *"Utilization of Small Business Concerns"* will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of $550,000 or $1,000,000 for construction of a public facility will be required to adopt and comply with a subcontracting plan similar to this one.

  Such plans will be reviewed by comparing them with the provisions of the FAR clause *"Small Business Subcontracting Plan"* (FAR 52.219-9), and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage and dollar goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

➢ SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS PARTICIPATION GOALS

The total subcontract items anticipated for this program in support of the Protective Services contract are as follows:

SERVICE	BASE	OPT 1	OPT 2
Professional Services	$23,960,284	$16,717,265	$11,882,031
Materials/Supplies/Services	11,245,874	7,652,064	5,435,000
Total	$35,206,158	$24,369,329	$17,317,031

Table II: Subcontracted Professional & Logistical Support by Contract Period

Contract Period subcontract goals to each type of small business concern are listed below and based on experience factors, we consider these goals attainable.

BASE PERIOD PARTICIPATION GOALS

WSI's goal is to award approximately $29,178,370 for the base period to small business concerns. This is approximately 6.5% of the total contract value and 83% of the total available for subcontracting. The goal established for veteran-owned small business concerns is approximately $337,376, or 3% of the estimated subcontracting amount. The goal established for HUBZone-owned small business concerns is approximately $8,913,497 or 25% of the estimated subcontracting amount. The goal established for women-owned small business concerns is approximately $9,138,415 or 26% of the estimated subcontracting amount. The goal established for service disabled veteran-owned small business concerns is approximately $7,307,890, or 21% of the estimated subcontracting amount. The goal established for small disadvantage business concerns is approximately $8,975,943 or 25% of the estimated subcontracting amount.

OPTION PERIOD 1 PARTICIPATION GOALS

WSI's goal is to award approximately $20,267,823 for the option period 1 to small business concerns. This is approximately 6.3% of the total contract value and 83% of the total available for subcontracting. The goal established for veteran-owned small business concerns is approximately $229,562, or 1% of the estimated subcontracting amount. The goal established for HUBZone-owned small business concerns is approximately $5,092,879, or 21% of the estimated subcontracting amount. The goal established for women-owned small business concerns is approximately $6,252,973 or 26% of the estimated subcontracting amount. The goal established for service disabled veteran-owned small business concerns is approximately $5,092,879 or 21% of the estimated subcontracting amount. The goal established for small disadvantage business concerns is approximately $4,172,383 or 26% of the estimated subcontracting amount.

OPTION PERIOD 2 PARTICIPATION GOALS

WSI's goal is to award approximately $14,403,871 for the option year 2 to small business concerns. This is approximately 6.2% of the total contract value and 83% of the total available for subcontracting. The goal established for veteran-owned small business concerns is approximately $163,050, or 1% of the estimated subcontract amount. The goal

established for HUBZone-owned small business concerns is approximately $3,619,735, or 21% of the estimated subcontracting amount. The goal established for women-owned small business concerns is approximately $4,524,713 or 26% of the estimated subcontracting amount. The goal established for service disabled veteran-owned small business concerns is approximately $3,619,735 or 21% of the estimated subcontracting amount. The goal established for small disadvantage business concerns is approximately $4,172,383 or 26% of the estimated subcontracting amount.

➢ **REPORTS**

WSI will cooperate in any studies or surveys as may be required by the DOE or the Small Business Administration. In addition, WSI will submit periodic reports to the Government to determine the extent of compliance with this plan, and specifically will submit electronically Individual Subcontract Report (ISR) on a semi-annual basis and within 30 days of contract completion to show progress in tracking the goals stated herein using the Electronic Subcontract Reporting System (eSRS). Further, WSI will ensure that its subcontractors with subcontracting plans agree to submit Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR) in accordance with FAR 52.219-9. WSI will provide its prime contract number, its DUNS number, and the e-mail address of the Government official responsible for acknowledging or rejecting the reports to all first tier subcontractors with subcontracting plans so they can enter the information into the eSRS when submitting their reports. WSI will require each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the WSI official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

➢ **RECORDS**

WSI will maintain the following records:

- Records of internal guidance and encouragement provided to buyers through workshops, seminars, training and monitoring performance to evaluate compliance with the program's requirements.
- Containing source lists, guides and other data identifying small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business suppliers and contractors.
- Containing information on organizations contacted for small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business.
- Records on each subcontract solicitation resulting in an award of more than $100,000 indicating:
  (a) Whether small business concerns were solicited, if not, why;
  (b) Whether veteran-owned small business concerns were solicited, and, if not, why not;
  (c) Whether service disabled veteran-owned small business concerns were solicited, and, if not, why not;

(d) Whether HUBZone small business concerns were solicited, and, if not, why not;

(e) Whether small disadvantaged business concerns were solicited, and, if not, why not;
(f) Whether women-owned small business concerns were solicited, and, if not, why not;
(g) If applicable, the reason an award was not made to a small business concern.

- Records to support outreach efforts such as contacts with minority and small business trade associations, historically black colleges and universities, minority institutions; contacts with business development organizations, and attendance at small and minority business procurement conferences and trade fairs.
- Records to support internal activities to guide and encourage contracts and purchasing personnel. Such activities include workshops, seminars and training sessions.
- Records to support on a subcontract-by-subcontract basis (including purchases) award data submitted to the Government to include the names, addresses, and business sizes of subcontractors.

➢ SPECIAL ASSISTANCE

WSI actively participates in trade fairs and seminars as well as personal meetings with representatives of small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. Participation in monitoring performance to evaluate compliance with the program's requirements is a commitment of WSI. In addition, WSI will assist by arranging solicitations, time for the preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential subcontractors are lengthy, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

The purpose of WSI's participation is to assist these firms in becoming familiar with the processes involved in doing business with WSI. When small businesses (including ANCs and Indian tribes), veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses (including ANCs and Indian tribes), and women-owned small businesses are requested to submit proposals and do not respond or are unsuccessful, WSI will ascertain why they did not respond or were unsuccessful and identify any corrective action that can be taken.

➢ MAKE OR BUY CONSIDERATIONS

In preparing its proposal for this contract, WSI identified the need to ensure participation of small businesses (including ANCs and Indian tribes), veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses (including ANCs and Indian tribes), and women-owned small businesses. WSI extended its consideration even to those activities for which full and complete in-house capabilities exist. WSI will provide adequate and timely consideration

of the potential of small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

➢ **COUNSELING AND DISCUSSION OF SUBCONTRACTING OPPORTUNITIES**

WSI representatives actively participate in activities of regional minority purchasing councils, as well as in local trade fairs. In addition, WSI procurement management, at all levels, maintains an "open door" to small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses to discuss subcontracting opportunities. Referrals have been received from small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses specialist, particularly from the Department of Energy and U.S. Small Business Administration and assistance provided to the referred firms.

WSI will specifically ensure that all potential small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are provided written notice concerning penalties and remedies for misrepresentation of their business status to obtain a subcontract in this regard.

➢ **SUBCONTRACT SMALL BUSINESS SET-ASIDES**

Whenever possible, and consistent with efforts to achieve the stated goals under this plan, WSI intends to use total small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business set-asides in awarding subcontracts so long as competitions are properly structured and awards are made at reasonable prices.

Submitted By:

Signed: _____

Name: Randy Garver
Title: Senior Vice President & General Manager

Date: February 16, 2009

Plan Accepted By:

Signed: Barry M. Page

Name: Barry M. Page
Title: Contracting Officer

Date: 10/8/09

Plan Concurred on By:

_____
Small Business Utilization Specialist
KAREN BAHAN

Date:

10/8/2009

SECTION J
ATTACHMENT D

DOE/NNSA DIRECTIVES AND OTHER RELATED DOCUMENTS

NUCLEAR REGULATORY COMMISSION
10 CFR 73 Physical Protection of Plants and Materials

ENERGY
10 CFR 708 Contractor Employee Protection Program

10 CFR 820 Procedural Rules for DOE Nuclear Activities

10 CFR 835 Occupational Radiation Program

10 CFR 851 Worker Safety and Health Program

10 CFR 1046 Physical protection of security interests

10 CFR 1047 Limited arrest authority and use of force by protective force officers

41 CFR 102 Federal Management Regulation

FEDERAL AVIATION ADMINISTRATION
14 CFR 133 Rotorcraft external-load operations

14 CFR 135 Operating requirements: Commuter and on demand operations and rules governing persons on board such aircraft

14 CFR 137 Agricultural aircraft operations

14 CFR 21 Certification procedures for products and parts

14 CFR 43 Maintenance, preventive maintenance, rebuilding, and alteration

14 CFR 61 Certification: Pilots, flight instructors, and ground instructors

14 CFR 67 Medical standards and certification

14 CFR 91 General operating and flight rules

NATIONAL TRANSPORTATION SAFETY BOARD
49 CFR 830 Notification and reporting of aircraft accidents or incidents and overdue aircraft, and preservation of aircraft wreckage, mail, cargo, and records

List B - List of Applicable Directives

In addition, the following DOE Orders/Policies/Manuals/Guides/Notices are applicable:

DOE O 130.1 (Order, 09/29/1995)
Budget Formulation

DOE M 135.1-1A (Manual, 01/09/2006)
Department of Energy Budget Execution Funds Distribution And Control Manual

DOE O 135.1A (Order, 01/09/2006)
Budget Execution Funds Distribution and Control

DOE O 137.1A (Order, 08/30/1999)
Plan for Operating in the Event of a Lapse in Appropriations

DOE P 141.1 (Policy, 05/02/2001)
Department of Energy Management of Cultural Resources

DOE P 141.2 (Policy, 05/02/2003)
Public Participation and Community Relations

DOE O 142.1 (Order, 01/13/2004)
Classified Visits Involving Foreign Nationals

DOE O 142.3 (Order, 06/18/2004)
Unclassified Foreign Visits and Assignments

DOE O 150.1 (Order, 05/08/2008)
Continuity Programs

DOE O 151.1C (Order, 11/02/2005)
Comprehensive Emergency Management System

DOE O 200.1 (Order, 09/30/1996)
Information Management Program

DOE M 200.1-1 Chapter 9 (Manual, 2/15/2000)
Public Key Cryptography and Key Management

DOE G 200.1-1 (Guide, 05/21/1997)
Software Engineering Methodology TOC

DOE O 200.2 (Order, 10/11/2006)
Information Collection Management Program

DOE N 203.1 (Notice, 10/02/2000)

Software Quality Assurance

DOE P 205.1 (Policy, 05/08/2001)
Departmental Cyber Security Management Policy

DOE M 205.1-3 (Manual, 04/17/2006)
Telecommunications Security Manual

DOE M 205.1-4 (Manual, 03/08/2007)
National Security System Manual

DOE O 205.1A (Order, 12/04/2006)
Department of Energy Cyber Security Management

DOE N 206.4 (Notice, 06/29/2007)
Personal Identity Verification

DOE O 221.1 (Order, 03/22/2001)
Reporting Fraud, Waste, and Abuse To The Office of Inspector General

DOE N 221.13 (Notice, 12/15/2006)
Reporting Fraud, Waste, and Abuse

DOE O 225.1A (Order, 11/26/1997)
Accident Investigations

DOE G 225.1A-1 (Guide, 11/26/1997)
Implementation Guide for use with DOE O 225.1A Accident Investigations

DOE O 226.1A (Order, 07/31/2007)
Implementation of Department of Energy Oversight Policy

DOE G 231.1-1 (Guide, 08/20/2003)
Occurrence Reporting and Performance Analysis Guide

DOE M 231.1-1A Chg 2 (Manual, 03/19/2004)
Environment, Safety and Health Reporting Manual

DOE M 231.1-2 (Manual, 08/19/2003)
Occurrence Reporting and Processing of Operations Information

DOE G 231.1-2 (Guide, 08/20/2003)
Occurrence Reporting Causal Analysis Guide

DOE O 231.1A Chg 1 (Order, 06/03/2004)
Environment, Safety and Health Reporting

DOE O 243.1 (Order, 02/03/2006)
Records Management Program

DOE O 243.2 (Order, 02/02/2006)
Vital Records

DOE O 311.1B (Order, 02/12/2003)
Equal Employment Opportunity and Diversity Program

DOE O 350.1 Chg 1 (Order, 05/08/1998) **as amended by the requirements of H.7 Workforce Transition, H.8 Employee Compensation: Pay and Benefits, H.9 Post Contract Responsibilities for Pensions and Other Benefit Plans, H.10 Labor Relations,and H.38 No Third Party Beneficiaries.**
Contractor Human Resource Management Programs

DOE P 411.1 (Policy, 01/28/1997)
Safety Management Functions, Responsibilities, and Authorities Policy

DOE M 411.1-1C (Manual, 12/31/2003)
Safety Management Functions, Responsibilities, and Authorities Manual

DOE G 414.1-2A (Guide, 06/17/2005)
Quality Assurance Management System Guide for Use with 10 CFR 830 Subpart A, Quality Assurance Requirements, and DOE O 414.1C, Quality Assurance

DOE G 414.1-3 (Guide, 11/03/2004)
Suspect/Counterfeit Items Guide for Use with 10 CFR 830 Subpart A, Quality Assurance Requirements, and DOE O 414.1B, Quality Assurance

DOE G 414.1-4 (Guide, 06/17/2005)
Safety Software Guide for Use with 10 CFR 830, Subpart A, Quality Assurance Requirements, and DOE O 414.1C, Quality Assurance

DOE G 414.1-5 (Guide, 03/02/2006)
Corrective Action Program Guide

DOE O 414.1C (Order, 06/17/2005)
Quality Assurance

DOE O 420.1B (Order, 12/22/2005)
Facility Safety

DOE M 440.1-1A (Manual, 01/09/2006)
DOE Explosives Safety Manual

DOE O 440.2B Chg 1 (Order, 11/19/2006)
Aviation Management and Safety

DOE G 440.2B-1A (Guide, 09/19/2005)
Implementation Guide - Performance Indicators (Metrics) for Use with DOE O 440.2B, Aviation Management and Safety

DOE G 440.2B-2 (Guide, 07/18/2003)
Implementation Guide - Aviation Management, Operations, Maintenance, Security, and Safety for Use with DOE O 440.2B, Aviation Management and Safety

DOE O 442.1A (Order, 06/06/2001)
Department of Energy Employee Concerns Program

DOE G 442.1-1 (Guide, 02/01/1999)
Department of Energy Employee Concerns Program Guide

DOE O 450.1 Admin Chg 1 (Order, 01/15/2003)
Environmental Protection Program

DOE G 450.1-10 (Guide, 10/25/2004)
Senior Manager Implementation Guide for Use with DOE O 450.1, Environmental Protection Program

DOE G 450.1-1A (Guide, 10/24/2005)
Implementation Guide for Use with DOE O 450.1, Environmental Protection Program

DOE G 450.1-2 (Guide, 08/20/2004)
Implementation Guide for Integrating Environmental Management Systems into Integrated Safety Management Systems

DOE P 450.4 (Policy, 10/15/1996)
Safety Management System Policy

DOE M 450.4-1 (Manual, 11/01/2006)
Integrated Safety Management System Manual

DOE G 450.4-1B Vol 1 (Guide, 03/01/2001)
Integrated Safety Management System Guide (Volume 1) for use with Safety Management System Policies (DOE P 450.4, DOE P 450.5, and DOE P 450.6); The Functions, Responsibilities, and Authorities Manual; and the DOE Acquisition Regulation

DOE G 450.4-1B Vol 2 (Guide, 03/01/2001)
Integrated Safety Management System Guide (Volume 2) for use with Safety Management System Policies (DOE P 450.4, DOE P 450.5, and DOE P 450.6); The

Functions, Responsibilities, and Authorities Manual; and the DOE Acquisition Regulation

DOE P 450.7 (Policy, 08/02/2004)
Environment, Safety and Health Goals

DOE P 470.1 (Policy, 05/08/2001)
Integrated Safeguards and Security Management Policy

DOE O 470.2B (Order, 10/31/2002)
Independent Oversight And Performance Assurance Program

DOE N 470.3 (Notice, 07/20/2006)
Reciprocal Recognition of Existing Personnel Security Clearances

DOE O 470.3A (Order, 11/29/2005)
Design Basis Threat Policy

DOE M 470.4-1 Chg 1 (Manual, 08/26/2005)
Safeguards and Security Program Planning and Management

DOE M 470.4-2 Chg 1 (Manual, 08/26/2005)
Physical Protection

DOE M 470.4-3A (Manual, 11/05/2008)
Contractor Protective Force

DOE M 470.4-4 Chg 1 (Manual, 08/26/2005)
Information Security

DOE M 470.4-5 (Manual, 08/26/2005)
Personnel Security

DOE M 470.4-7 (Manual, 08/26/2005)
Safeguards and Security Program References

DOE O 470.4A (Order, 05/25/2007)
Safeguards and Security Program

DOE M 471.1-1 Chg 1 (Manual, 10/23/2001)
Identification and Protection of Unclassified Controlled Nuclear Information Manual

DOE O 471.1A (Order, 06/30/2000)
Identification and Protection of Unclassified Controlled Nuclear Information

DOE O 471.3 (Order, 04/09/2003)

Identifying and Protecting Official Use Only Information

DOE M 471.3-1 (Manual, 04/09/2003)
Manual for Identifying and Protecting Official Use Only Information

DOE G 471.3-1 (Guide, 04/09/2003)
Guide to Identifying Official Use Only Information

DOE G 473.2-1 (Guide, 03/27/2003)
Guide for Establishment of a Contingency Protective Force

DOE M 475.1-1 B (Manual, 08/28/2007)
Manual for Identifying Classified Information

DOE O 475.2 (Order, 08/28/2007)
Identifying Classified Information

DOE O 534.1B (Order, 01/06/2003)
Accounting

DOE G 580.1-1 (Guide, 12/07/2005)
Department of Energy Personal Property Management Guide

DOE O 580.1 (Order, 12/07/2005)
Department of Energy Personal Property Management Program

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: CBA-2008-1944
Revision No.: 0
Date Of Last Revision: 2/22/2008

William W.Gross
Director

Division of
Wage Determinations

State: South Carolina

Area: Aiken

Employed on Department of Energy contract for Paramilitary Security Services.

Collective Bargaining Agreement between contractor: Wackenhut Services, Inc., and union: United Professional Pro-Force of Savannah River (UPPSR) Local Local 12, effective 4/30/2007 through 4/30/2012.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Agreement Between

Wackenhut Services Incorporated-Savannah River Site

and the

United Professional Pro-Force of Savannah River (UPPSR) Local 125

APRIL 30, 2007 – April 30, 2012

Savannah River Site

Aiken, South Carolina

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PREAMBLE

This AGREEMENT is entered into this **30th day of April 2007**, between WACKENHUT SERVICES INCORPORATED-SAVANNAH RIVER SITE (WSI-SRS) (hereinafter referred to as the "Company") and **United Professional Pro-Force of Savannah River Local 125** (hereinafter jointly referred to as the "Union"). The work location is Department of Energy (DOE), Savannah River Site (SRS).

ARTICLE 1 RECOGNITION

1.1 The Company hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees designated by the National Labor Relations Board's Certification of Representation on **January 30, 2007, in case No. 11-RC-6643,** which includes all full-time and regular part-time unarmed security officers, armed security police officers, central alarm station specialists, LEDC specialists and canine handlers, employed by the Employer at the Savannah River Site of the United States Department of Energy, excluding all office clerical employees, operations security specialists, professional employees, instructors, helicopter pilots, security police officer trainees, all other employees, sergeants and other supervisors as defined in the Act.

1.2 The use of one gender in this agreement shall include the other gender. As used herein, the words "he", "his", "him", and "employee" refer to both male and female employees

ARTICLE 2 UNION MEMBERSHIP AND CHECK-OFF

2.1 It is mutually agreed that all employees covered by this Agreement shall be given the opportunity to become members of, or decline membership in, the Union upon completion of training.

2.2 The Union agrees to accept as a member upon application and without discrimination any employee who may be hired by the Company for employment in the Bargaining Unit.

2.3 Subject to the limitations of any state or federal law, the Company agrees to deduct from wages earned each calendar week by an employee covered by this Agreement; the Union membership dues and initiation fees levied by the Local Union, of each member of the Union who has in effect at that time a proper authorization card executed by the employee, authorizing the Company to make such deductions. The Company will be advised by the Union as to what the Union membership dues and initiation fees are.

2.4 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the **President or Financial Secretary of Local 125** not later than the 15th of the month subsequent to the month in which such sums were deducted by the Company.

2.5 The Check-Off Authorization Card to be executed and furnished to the Company by the Union and the employees shall be the official Union AUTHORIZATION FOR CHECK-OFF OF DUES. No other form shall be accepted by the Company unless the substitute is mutually agreed to by the parties.

2.6 The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the employee any deduction(s) erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Union by the Company. The Union further agrees to indemnify the Company and hold it harmless against any and all claims, suits, demands, or other forms of liability which may be made against it by any party for amount(s) deducted from wages as herein provided.

2.7 No deductions of Union dues will be made from the wages of any employee who has executed a check-off form and who has been transferred to a job not covered by this Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed, provided the employee has not revoked the assignment in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.

2.8 Deduction of membership dues shall be made provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management of the business and direction of the security forces are exclusively the right of management. These rights include the right to:

(a) hire;
(b) determine the number, location, and types of guard posts;
(c) direct the working forces and manage the business;
(d) assign work;
(e) discontinue temporarily or permanently any posts;
(f) promote, demote, transfer, discharge, discipline or suspend for just cause;
(g) maintain order and efficiency of operations;
(h) require employees to observe reasonable Employer rules and regulations as are presently in effect or which may be changed or modified from time to time;
(i) decide on the supplies, equipment, or weapons to be used;

(j) determine the size of the work force, including the number of employees assigned to any particular shift;

(k) determine the qualifications of an employee to perform work.

3.2 Employees shall be required to adhere to all of the DOE Orders and Directives, and WSI-SRS Rules and Regulations as they pertain to security force members at the Savannah River Site.

3.3 The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

ARTICLE 4 UNION REPRESENTATION

4.1(a) Official representatives of the Union, with proper DOE clearance, shall be allowed to visit the Company's premises and offices and to visit employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company. Union Officials and Stewards will be allowed reasonable time off to perform Union duties providing advance notice is given to permit programming such absences in the master schedule. The Company will provide a 1 hour block during the last week of class for the purpose of orienting new hires to the Union. This will be done by the Union President or his designated representative. Union representatives may request from the on duty supervisor a brief period of time, not to exceed 5 minutes, during muster to make non-controversial Union announcements and notifications, **utilizing the Union Muster Checklist**. Stewards who have other muster areas within their scope of authority may alternate attending muster between those areas with on duty supervisory approval from both areas.

(b) Union business involving discussion with Company officials shall be conducted on Company time; provided only **2** Union representatives are involved. The place, time, and purpose of meetings referred to herein will be established in advance by mutual agreement of the parties. **The Company will not pay Union representatives who are in an off duty status to meet with them unless specifically agreed to by the Company prior to the meeting or those representatives are already in a paid status**

4.2(a) No more than **5** employees from each shift will be elected or appointed as Stewards by the Union. In addition, 1 employee will be elected as **Business Agent** to represent all shifts and units. Employees may be appointed as acting Stewards when required. The Union will keep the Company currently advised of the identity of the Stewards, as well as the executive board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union. A total of **20** people will be elected to Steward positions utilizing the following scale:

A Shift	C Shift
1 Steward for 100-K	1 Steward for 100-K
1 Steward for SRT	1 Steward for SRT
1 Steward for 200-H & 100L	1 Steward for 200-H & 100L
1 Steward for 700	1 Steward for 700
1 Steward for LE	1 Steward for LE
B Shift	**D Shift**
1 Steward for 100-K	1 Steward for 100-K
1 Steward for SRT	1 Steward for SRT
1 Steward for 200-H & 100L	1 Steward for 200-H & 100L
1 Steward for 700	1 Steward for 700
1 Steward for LE	1 Steward for LE

NOTE: Headquarters **& Training Relief (if applicable)** personnel will be represented by the shift steward currently on duty or a designee.

Stewards shall not leave their posts on any Union business without first obtaining approval from their immediate supervisor, and upon returning to their post, they will check back in with their supervisor. Permission will not be unreasonably withheld.

The President and Business Agent shall be placed on the day shift and the normally scheduled work hours shall be from 0630 to 1630 hours Monday through Friday. These two personnel will perform security duties in their assigned area from 0630-1130 hours and will be released to perform on-site Union business from 1130-1630 hours. Any change to these hours must be coordinated in advance with area operations management, with notification to Labor Relations. If this arrangement becomes unsatisfactory to either party with just cause, hours for Union officials will revert to the schedule currently specified in 1-2528 as of the date of this CBA.

(b) When the Union and the Company mutually deem it necessary for a Union Representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company shall, at the written request of the Union, arrange access for these personnel in accordance with DOE procedures. All security regulations must be complied with. The Company shall be considered to have fulfilled their obligation under this provision by making the request to the client reinforced herein.

ARTICLE 5 BULLETIN BOARDS

5.1 The Company shall provide the Union with space allocated for bulletin boards at each muster area.

5.2 Bulletin board notices shall be restricted to:

(a) Notices of Union recreational and social affairs;

(b) Notice of Union elections;

(c) Notices of Union appointments and results of Union elections;

(d) Notices of Union meeting; and other Union business.

(e) In addition to the bulletin boards, the SRS distribution system may be utilized by the Union to communicate with Executive Board Members, Stewards, and Committee Chairpersons.

ARTICLE 6 TRAINING AND REGISTRATION

6.1 The Company shall compensate employees at their appropriate rate of pay, as well as pay the cost of job related training and the registration of employees as required by the Company, the Company's Client, or any federal, state, or local governmental agency which is necessary for the performance of duties assigned. This shall include: required registration fees, renewals of guard and firearms permits, tuition, and cost of instruction which the Company directs an employee to obtain.

6.2 The Company shall continue their policy to provide reasonable time to re-qualify in any required testing as may be necessary to maintain minimal job qualifications, in accordance with DOE Orders and Directives, or other federal, or state or WSI-SRS requirements. For the purpose of establishing a reasonable amount of attempts at re-qualification of DOE, Federal, or State mandated training, it is agreed that, at a minimum, 3 attempts will be provided unless otherwise specified by a DOE or other federal or state requirement. If DOE directs the Company to establish a standard, the Union will be advised of such, and the applicable DOE, Federal, or State directive will be provided to the Union, if available.

6.3 No employee shall be required to work a post unless they have been trained for that duty.

ARTICLE 7 EXAMINATIONS

7.1 Physical, medical, and/or mental examinations of employees may be required by the Company, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. The Company also has the right to require substance abuse screening tests as authorized by the WSI-SRS Personnel Reliability Program, and/or DOE Directives and Orders. Adequate safeguards shall be maintained to ensure the accuracy of the test.

ARTICLE 8 UNIFORMS & EQUIPMENT

8.1 The Company will furnish, alter, launder, and clean the regulation uniforms **and body armor carrier,** to include inclement weather gear. Uniforms or equipment worn or used by the employees who are on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced except with consent of the Company. **During periods of uniform transition, the Company will develop a letter of understanding with the Union on the schedule for the transition and interim issue of uniforms to be replaced. If possible, the Company will not discriminate based on gender when it comes to Company issued uniforms and equipment. Pregnant employees who remain in a Protective Force position may wear the normal uniform or the maternity uniform during their pregnancy. Pregnant employees who elect to wear a maternity uniform will immediately contact Uniform Supply to place an order. In the event that Uniform Supply cannot provide a maternity uniform for pregnant employees remaining in a Protective Force position, the Company will approve a uniform for purchase by the employee. The employee may request reimbursement by submitting a purchase receipt to uniform supply, as long as the cost does not exceed the company's cost for a maternity uniform.**

8.2 Uniforms and equipment remain the property of the Company. Damaged or worn out articles of clothing or equipment may be returned to the Company for replacement at no cost to the employee. Personal articles of clothing issued by WSI-SRS (i.e., socks, sweats, shoes and t-shirts) may be retained by the employee if desired, if the items cannot be re-issued or would otherwise be destroyed. The cost of the replacement articles of clothing or equipment shall be borne by the employee if the articles of clothing or equipment which are lost, stolen, damaged, or worn are the result of the employee's negligent or intentional misconduct. An employee's personal items of clothing required to be worn while in the performance of duty which become damaged or destroyed will be compensated at the current replacement value. Such damage must be reported immediately.

8.3 All uniforms and Company equipment must be returned to the Employer upon termination of employment except for personal items mentioned in section 8.2 of this article. Failure to comply with this requirement will result in the cost of said uniform and equipment being deducted from any monies due to the employee.

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 The workweek shall commence on Sunday at 1830 hours and end 168 hours later. Nothing herein shall be construed as guaranteeing any specified number of hours, work, or pay per week.

9.2 The workday is defined as the 24 hour time period commencing with the employee's regular starting time.

9.3 Overtime at the rate of 1-1/2 times an employee's regular base straight time wage rate will be paid to the employee for all hours worked in excess of 40 hours in the workweek. There shall be no compounding, duplicating or pyramiding of overtime for the same hours worked under any circumstances of any description.

9.4 An employee shall not be required to take time off from their regular work schedule in order to offset overtime previously worked.

9.5 An employee notified to report to work outside his regular shift shall receive 4 hours work or pay in lieu thereof. If an employee is called in prior to the commencement of his normal shift, he shall be paid only for the hours actually worked.

9.6 Required overtime shall be divided as equitable as possible between employees qualified and available to do the work. It shall first be offered to the employee with the lowest overtime hours available and qualified; within that classification; however, if turned down, it may be required on the same basis. After all qualified and available personnel within the area/zone (in that order) have turned down overtime, then the Company shall offer the overtime to other qualified personnel outside of the classification within the area/zone that are available and qualified prior to forcing someone to work.

9.7 In the event of an emergency situation, no call/no shows, or the failure of employees to call-off from work in accordance with Company's rules and regulations, the **Company** shall have the right to assign employees to work mandatory overtime in order to meet security requirements.

9.8 Shift differentials, where applicable, shall be included with the base straight time hourly rate for computing applicable overtime.

9.9 Employees who work on Sunday will be paid at time and 1/4 their base straight time hourly rate for all hours worked.

ARTICLE 10 LEAVES OF ABSENCE

10.1 Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leaves shall be requested in writing and signed by the Company and the employee receiving same.

(a) Military Leave

(1) Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

(2) An employee who is a member of a military reserve organization of the Department of Defense, including the National Guard, and is ordered to temporary duty, will receive leave of absence and will be paid the difference between the employee's normal 40 hour weekly pay at straight time and their military pay (base pay) excluding travel payment, for a period not to exceed 2 weeks. Evidence of orders and amount of military pay are required in support of such payment.

(3) An employee must furnish the Company with a copy of his orders immediately upon receipt of such orders.

(b) Medical Leave

Unpaid medical leaves of absence may be granted for a period of up to 12 months. Unpaid medical leave for Workers' Compensation disabilities may be granted for a period of up to 24 months. Inability to work for medical reasons must be verified by the DOE designated physician. The Company has the right to verify the reason for the employee's absence and prior to returning to work, the Company shall require the employee to be certified by the DOE designated physician as being physically able to return to work.

(c) **Emergency/Unpaid Personal** Leave of Absence

An unpaid emergency/personal leave of absence, not to exceed 90 days, may be granted at the sole discretion of the Company except as governed by the Family and Medical Leave Act of 1993 (FMLA).

10.2 Employees returning from a medical or emergency leave of absence who have not scheduled a specific date on which they are to return, must notify the Company, in writing, at least 7 calendar days before the date they intend to return to work. Prior to being assigned to protective force duties, employees must receive appropriate medical and training certification.

ARTICLE 11 JURY DUTY/COURT APPEARANCE

11.1 All bargaining unit employees called for jury duty or who are required by court process to attend court proceedings in which the employee is not a principal nor has any financial interest in said court proceedings shall be paid his regular base pay for any time lost from work, provided the employee gives to the Company any pay or witness fee (except for travel or meal allowance) received for such court appearances. Employees must provide appropriate documentation to substantiate assignment to jury duty or appearance in court. Probationary employees will have their probationary period extended by a like number of days lost due to Jury Duty

11.2 Hours paid for jury duty shall be counted as hours worked.

ARTICLE 12 CALL-IN AND REPORTING PAY

12.1 Employees are required to report for work at their scheduled starting times. An employee must notify the on duty supervisor as far in advance as possible prior to his scheduled starting time if he is unable to report for work unless impossible to do so. An employee who reports to work and leaves prior to the scheduled stop time will be paid for all hours worked.

12.2 An employee who reports for work at his regular starting time or who has been called-in to work and has not been advised either orally or in writing not to report shall receive a minimum of 4 hours work or 4 hours pay at his appropriate rate.

12.3 The provisions of Section 2 above shall not apply if the Company is unable to advise the employees not to report or provide the work because of Acts of God, fire, snowstorm, flood, power failure, downed utility lines, etc., or other conditions or causes beyond the control of the Company.

ARTICLE 13 SENIORITY

13.1 Seniority shall be defined as the length of continuous protective force service at the Savannah River Site.

13.2 During the first 12 calendar weeks following promotion to probationary employee, the employee shall have no seniority or seniority rights and may be terminated without recourse to the grievance and arbitration procedure.

13.3 Site seniority shall commence after completion of the employee's probationary period and shall be retroactive to their first day of work on site.

13.4 Seniority for employees who start work on the same date shall be determined by the date of last application. Seniority of those employees applying on the same date will be determined by the lowest of the last 4 digits of their social security number.

13.5 Employees may request changes in area or shift assignments, and such request will be granted provided a vacancy exists and the employee has the qualifications and ability to perform the work. **Employees on restricted duty that do not meet the qualifications are not eligible for voluntary reassignment. Site seniority will be the determining factor in granting reassignments**. Once reassignment is granted, the employee cannot request reassignment for 6 months unless mutually agreed to between the Union and the Company

13.6 At the discretion of the Company, employees may, for a period not to exceed 120 days, be temporarily promoted to a non-bargaining unit position without loss of seniority or benefits.

13.7 Seniority and **employment** shall terminate if an employee:

(a) is discharged for just cause;

(b) voluntarily quits employment;

(c) is laid off for more than 24 months;

(d) is laid off and fails to return to work after notification by certified mail on the date specified by the Company, except for just cause

(e) is absent for 3 consecutive work days without notifying or advising the Company; unless the employee shows just cause for failure to notify the Company;

(f) overstays a leave of absence without just cause;

(g) gives a false reason for a leave of absence

(h) engages in gainful employment while on an approved leave

(i) is absent because of illness or injury, for 12 months, or an illness or injury compensable under Workers' Compensation for 24 consecutive months;

(j) fails to meet re-qualification requirements in accordance with DOE Orders and Directives;

(k) fails to obtain and/or maintain a DOE "L" or "Q" clearance

13.8 Any non-bargaining unit employee of WSI-SRS that permanently returns to a position in the bargaining unit as designated by the National Labor Relations Board Certification of Representation Case **#11-RC-6643**, will return to the bargaining unit with zero seniority in relation to transfers, promotions and layoffs.

ARTICLE 14 LAYOFFS AND REDUCTIONS IN FORCE

14.1 In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

14.2 Non-probationary employees shall be the next to be laid off on the basis of site seniority as long as security measures are maintained. Employees who are in specialty classifications (CAS, LEDC, SRT, LE Constable, and Canine) shall not be reduced in force based on overall site seniority in order to enable the company to maintain the required number of qualified personnel in those classifications. However, should the staffing requirements of these classifications be reduced, employees will be effected by their site seniority within their group, and then shall exercise their site seniority rights among other SPO/SO employees.

14.3 When a vacancy arises, the Company shall recall employees on the basis of site seniority, qualification, and ability to perform the available work.

14.4 An employee shall continue to **accrue seniority** and retain recall rights for a 24 month period commencing from the date of the layoff.

14.5 In case of recall, laid off employees shall be notified at their last known address. The notice will be by certified mail return receipt. In the event the notified employee fails to report for work within 14 calendar days after receipt of such notice, the employee shall be considered to have voluntarily quit. It is the responsibility of laid off employees to keep the Company notified of any change of address.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 In order to establish effective machinery for a fair, expeditious, and orderly adjustment of grievances the parties agree that, in the event any grievance arises over the interpretation or application of any provisions of this Contract, it will be settled by the following procedure:

15.2 Step 1: An employee who believes he has a grievance shall discuss such with his immediate supervisor or his designee, within 10 working days (excluding Saturdays, Sundays, and holidays) after the occurrence of the facts giving rise to the grievance in an attempt to settle the grievance. A Union Steward may be present at such presentation. The supervisor shall provide a verbal response within 5 working days (excluding Saturdays, Sundays and holidays) to the employee or the steward. Wage claims will not be restricted to the above time limit, i.e., pay rate, vacation pay rate, holiday pay rate, overtime pay rate, etc.

15.3 Step 2: If the matter is not resolved in Step 1, the grievance shall, no later than 7 working days (excluding Saturdays, Sundays, and holidays) after the response of the immediate supervisor, be reduced to writing, setting forth the facts in detail, and specifying the Article and paragraph allegedly violated, and signed by the aggrieved employee and the Steward, and shall be submitted to the Company's appropriate Manager or his designee. The Manager or his designee will have 7 working days (excluding Saturdays, Sundays, and holidays) from the date the grievance was presented to him to answer, in writing, with a copy to the aggrieved employee and the **Business Agent or his designee**.

15.4 Step 3: If the matter is not resolved in Step 2, the grievance may be appealed to the appropriate Director or his designee within 7 working days (excluding Saturdays, Sundays, and holidays) of the denial by the Manager or his designee. A meeting between the Director or his designee and the Local Union President or his designee, will be held within 7 working days (excluding Saturdays, Sundays, and holidays) following receipt of the appeal to consider the matter. The Director shall give a written answer to the Local Union President and **Business Agent** within 7 working days (excluding Saturdays, Sundays, and holidays) following the date of the meeting.

15.5 (a) Step 4: If the grievance is not settled in Step 3, the grievance may be appealed to the General Manager or his designee no later than 7 working days (excluding Saturdays, Sundays, and holidays) from the denial by the Director. A meeting will be held within 20 working days from receipt of the written appeal. This meeting may be attended by other Company representatives, Local Union President, **Business Agent and Area Administrator** . After the meeting, the General Manager or his designee shall give a written answer within 10 working days (excluding Saturdays, Sundays, and Holidays) to the Local Union President and the **Business Agent**.

(b) The Employer and the Union may mutually agree to defer a grievance at Step 4 to Alternative Dispute Resolution, conducted by the Federal Mediation and Conciliation Service (FMCS).

15.6 Step 5: Grievances which have been processed in accordance with the requirements of the above and which

remain unsettled may be processed to arbitration within 10 working days (excluding Saturdays, Sundays, and holidays) after the rejection of the grievance in Step 4.

15.7 Any grievance shall be considered null and void if not filed and processed by the Union, or the employee, in strict accordance with the time limits set forth above.

15.8 Any grievance involving discharge or disciplinary suspension may be commenced at Step 3 of this procedure, and the written grievance shall be presented to the appropriate Director or his designee within 7 working days (excluding Saturdays, Sundays, and holidays) after the occurrence of the facts giving rise to the grievance.

15.9 Time limits may be extended by mutual agreement, in writing, between the Company and the Union.

15.10 Grievances affecting an entire classification, or the entire bargaining unit shall be presented by the Union at Step 3 of this procedure to the appropriate Director or his designee within 7 working days (excluding Saturdays, Sundays, and holidays) after the occurrence of the facts giving rise to the grievance.

ARTICLE 16 ARBITRATION PROCEDURE

16.1 Grievances which have been processed in accordance with the requirements of Article 15, Grievance Procedure, which remain unsettled may be processed in accordance with the following procedures and limitations.

16.2 Within 30 calendar days of receipt of the Union's written notice to proceed to arbitration, the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator. Should the parties fail to agree on the selection of an arbitrator, the Union may request the Federal Mediation and Conciliation Service (FMCS) to supply a list of 7 arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until 1 name remains, and this individual shall be the arbitrator to hear the grievance.

16.3 The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross examine the witness or witnesses of the other party.

16.4 The arbitrator's decision shall be based exclusively on the evidence presented at the arbitration hearing. The arbitrator cannot modify, amend, add to, detract from or alter any provisions of the Agreement.

16.5 The decision of the arbitrator shall be issued as promptly as possible, and the decision shall be final and binding upon the Company, the Union, and the grievant.

16.6 Each party hereto shall bear the expenses of preparing and presenting its own case. The cost and all

expenses of the arbitrator shall be borne equally by the parties.

16.7 All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his regular schedule with the Company, less any money earned from Unemployment Compensation or other employment.

ARTICLE 17 NO STRIKES-NO LOCKOUTS CONTINUITY OF OPERATIONS

17.1 The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

17.2 The Union collectively, and each employee individually, agree they will not, during the term of this Agreement, call, engage in, or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott, or any other interference with or interruption of the Company's operations for any reason whatsoever. The Union collectively, and the employees individually, hereby expressly waive any statutory right they may have to engage in any such activity during the term of this Agreement.

17.3 The Company agrees, during the term of this Agreement, that no lockout against any or all of the employees shall take place.

17.4 In the event that a breach of the no strike clause occurs, the officers of the local Union will immediately, upon request and/or notice from the Company, make reasonable, earnest, good faith efforts affirmatively to bring about a prompt termination of the strike or other job action and shall continue such efforts until employees return to work. These good faith efforts on the part of the local Union officers shall include, but not be limited to, continuing to do their jobs.

17.5 Any employee during the term of this Agreement who engages in any of the activities described in Section 17.2 above shall be subject to immediate disciplinary action up to and including discharge.

17.6 In the event of any work stoppage by another labor group involving the Client's property or operation, employees will continue to man posts and carry out assignments for the protection of life, property, and protection of security interest.

ARTICLE 18 FAIR EMPLOYMENT PRACTICES

18.1 The Company and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, color, age, national origin, or Union affiliation, nor against the qualified physically disabled.

18.2 The parties further agree to comply with all applicable Federal Laws and Executive Orders pertaining to non-discrimination, including all orders issued by the Office of Federal Contract Compliance and other orders which are applicable to government contract operations such as that conducted by the Company.

ARTICLE 19 SAFETY, SECURITY, AND HEALTH

19.1 It is the policy of the Company to provide employees a safe working environment in compliance with safety and health standards and with directives promulgated by the DOE, other Federal agencies, and WSI-SRS as applicable.

19.2 It is the responsibility of each employee to be safety conscious at all times, to perform work in a safe manner, and to comply with all environmental, safety and health regulations applicable to any specific work areas. All work-related injuries or illnesses shall be reported immediately to the on-duty supervisor.

19.3 The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this Agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties. If such protective equipment is required by DOE, a copy of DOE directives on the subject of protective equipment will be sent to the Union.

19.4 All employees are encouraged to make recommendations in the matter of safety. The Union and the employees covered by this Agreement recognize that safety is the responsibility of each and every employee. Employees are not to assume that other employees bear the responsibility for their safety on the job. All unsafe conditions or acts will be reported to supervision immediately.

19.5 The Company agrees that government vehicles used by employees should be kept in safe condition and will be provided in accordance with DOE specifications, with adequate heating and air conditioning because of extreme climate. Employees are to report any deficiencies to the Company. Similarly, the Company shall advise the custodian of any problems concerning cleanliness and sanitary conditions of locker rooms, **posts,** workout areas, and showers.

19.6 The Company shall have the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly operations.

19.7 (a)The Company shall make every reasonable effort to ensure that each employee has access to drinking water and rest room facilities as required by applicable DOE orders, safety and health standards or other Federal agencies.

(b) Temporary or permanent station equipment chairs, desks, refrigerators, etc. shall be in a safe and

serviceable condition. Equipment that does not meet the above standards shall be replaced or repaired to meet such standards in a reasonable time period. Temporary items which are readily available will be supplied to the posts.

(c) Employees who cannot be relieved from duty due to hazardous weather conditions or other Acts of God shall be provided with a meal(s) and bedding material as best as can be provided.

(d) The Company shall continue to provide safety equipment such as gloves, boots, safety glasses, hearing protection, or any other safety equipment needed in the performance of the job as determined by DOE or WSI-SRS, **Occupation, Safety, and Health Department (OSHD)** personnel.

19.8 **To further enhance the understanding of health and safety issues concerning bargaining unit members, the Company will agree to have the Vice President/Safety Officer assigned to the Headquarters shift, Monday through Friday.**

19.9 **The Union will appoint all Bargaining Unit members in any position for which the company requests Union participation, unless there is a mutual written agreement in advance. For any volunteers not selected by the Union, it is understood that employees' participation is solely as an employee of the Company and not as a representative of the Bargaining Unit.**

ARTICLE 20 VACATIONS

20.1 During the term of this Agreement the Company will provide the following paid vacation to full-time employees.

Vacation is accrued each work week on a pro-rata basis. The rounding of numbers may be necessary for accounting purposes but it is not the intent that anyone should lose nor gain vacation time due to this method of accrual. Vacation hours will be accrued using the following formula **based on a 52 week year**:

1 through 4 years of continuous service	80 hours accrual	**1.54** hours per week
5 through 9 years of continuous service	120 hours accrual	**2.31** hours per week
10 through 14 years of continuous service	160 hours accrual	**3.08** hours per week
15 or more years of continuous service	200 hours accrual	**3.85** hours per week

Employees shall be eligible to use their vacation once accrued. Beginning December 1st of every year vacation cannot be carried over in excess of one year's accrual. Employees shall be paid for unused earned vacation in excess of the year.

Vacation will be paid at the employee's base straight time hourly rate of pay.

20.2 Upon termination, an employee shall be paid for unused earned vacation.

20.3 Upon request, employees may receive pay in lieu of taking earned vacation. Employees receiving pay in lieu

of taking vacation will not be permitted to take unpaid time off for vacation.

20.4 Vacation can be requested in days or hours. All requests for such time must be submitted to the immediate supervisor at least 7 calendar days in advance. If the 7 day window is not met, requests will be granted at the convenience of the employer.

20.5 Once a vacation has been approved, it shall not be revoked except in the case of an emergency.

20.6 Vacation will be considered part of the overtime base in those instances where the employee takes the time off. It will be excluded from the overtime base when payment is elected.

ARTICLE 21 HOLIDAYS and PERSONAL DAYS

21.1 Full time employees, upon completion of their probationary period, shall be entitled to the following paid holidays, which include 9 designated holidays, 3 personal days of the employee's choice. The specified holidays vary from year to year and are posted in October for the following year. The specified holidays are:

New Years' Day	Thanksgiving Day
Designate MLK Birthday or Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
Non-rotating shift personnel will take the legal "day of observance".	

21.2 Holiday pay will consist of 8 hours pay at straight time rates.

21.3 Employees who work on a designated holiday will be paid at 1 ½ times their base hourly rate for all hours worked in addition to 8 hours holiday pay.

21.4 Employees on leave without pay, suspension, military leave, short or long term disability or workers' compensation do not qualify for holiday pay.

21.5 To be eligible for holiday pay, **if the holiday is not worked**, an employee must have worked his last full scheduled workday prior to and his next full scheduled workday after such holiday unless his absence is supported by a doctor's certificate. However, in the case of multiple observance holidays, a disqualifying absence on either side of the multiple observance day will only affect 1 holiday.

21.6 If a holiday falls during an employee's vacation period, such employee shall be entitled to receive pay for such holiday.

21.7 The employee's supervisor must approve personal days at least 5 calendar days in advance.

21.8 Employees may elect to be paid for personal days anytime during the year by indicating so on the time record. Employees will be paid for any unused personal days which exceed 1 year's accrual in December. Personal days may not be carried over from one anniversary year to another.

21.9(a) When employees work a designated holiday, hours worked, as well as holiday hours will be counted as part of the overtime base.

(b) When employees other than those assigned to Headquarters do not work on a holiday, those holiday hours shall not go into the overtime base.

(c) Employees assigned to Headquarters, or **Training Relief,** who do not work on a holiday, will have their holiday pay hours go into the overtime base.

(d) Hours paid for personal days taken in lieu of time off will be part of the overtime base.

ARTICLE 22 JOB CLASSIFICATIONS AND WAGES

22.1 Any references to positions or jobs or classifications are solely for identification purposes only and are not intended to limit any work functions whether regularly performed or not. Nothing in the agreement shall be considered either as a guarantee or a limitation of the hours of work or the work assignment of any employee.

22.2 The Company has the right of placement into, removal from, or reassignment from any level, job class, category, shift or work assignment with proper justification. The Company shall be the judge of competence, qualifications and ability, but the Union may question such judgment by showing the judgment was made in bad faith.

22.3 When reasonably possible to do so, it shall be the policy of the Company to promote from within for all bargaining unit job classifications. Promotion to available openings will be based on qualifications to do the available work, the desire of the employee, and seniority. **Probationary employees may apply for posted openings within the bargaining unit. If selected, they have no seniority rights; therefore, they will be positioned at the bottom of the selection list.** If qualifications are relatively equal between 2 employees being considered for 1 opening, in the judgment of the Company, seniority shall be the deciding factor. Relatively equal shall be interpreted to mean within three percentage points. **Education and site experience may be used in consideration for posted openings.**

22.4 Any employee who feels he has been passed over in promotion to a job having a higher hourly rate may ask to have his case reviewed through the grievance procedure.

22.5 Wage rates for employees covered hereby shall be as provided in Appendix "A" attached hereto and made part thereof.

ARTICLE 23 GENERAL PROVISIONS

23.1 **NOTICES:** The Company and the Union shall keep each other advised in writing of the names of authorized representatives.

23.2 **EMPLOYEE ADDRESS AND TELEPHONE NUMBER:** Each employee is at all times responsible for having a correct address and telephone number on file with Human Resources and direct supervision. All written notices shall be deemed to be properly filed if sent to the employee's last address on file.

23.3 **COMPANY/UNION COOPERATION:** The Union and the Company agree to cooperate and assist each other in attaining the best efficiency possible.

23.4 **PAY CHECKS: Pay checks will be issued by direct deposit to the financial institution of the employee's choosing.**

(a) Voluntary deductions for Credit Union, savings bonds, and direct deposit shall be deposited in the appropriate single business establishment in the employee's name on the day the payroll checks are issued.

(b) The Company shall maintain wage records, which shall be made available to an employee and Union representative for inspection upon appointment.

(c) When requested, wages other than regular weeks pay (e.g., retroactive pay, vacation pay) shall be paid by separate check.

(d) Grievance settlements of $100.00 or less will be paid on the next scheduled pay period. Settlements in excess of $100.00 will be paid within 48 hours of notification (excluding Saturdays, Sundays, and holidays) from Labor Relations to Accounting.

23.5 **PERSONAL STANDARDS:** Employees are required to report to work clean, well groomed, and with a neat appearance.

23.6 **LISTS:** Upon request, the Company shall send to the Union's **Business Agent** an updated personnel and area assignment roster, a new hire listing, an updated seniority list, and a recall list.

23.7 **LOCKERS:** The Company shall utilize its best efforts to ensure that locker space is available at muster areas

for the personal possessions of employees. **Locks will be provided to employees and lockers must be properly secured.**

23.8 **JOINT LABOR/MANAGEMENT COMMITTEE:** The Joint Labor/Management Committee will meet monthly, or upon request by either party, to promote a better understanding between the Company and the Union. This forum is not for the purpose of discussing grievances.
No more than 5 representatives from each side shall attend the meeting. The meeting shall be held at a time, place, and be of a duration mutually agreed to by the parties. Either side that wishes to discuss topics shall present an agenda of said topics to the other side no less than 7 days in advance of the scheduled meeting date.

23.9 **BARGAINING UNIT WORK** Supervisory employees shall not perform the duties of employees in the Bargaining Unit, except under the following conditions:
(a) when such work is necessary for instruction or training purposes;
(b) for personal relief of employees when other qualified employees are not readily available; or
(c) emergencies or Acts of God.

23.10 **LOCKERS/TOTE BAG INSPECTIONS** No representative of the Company shall open an employee's **properly secured** locker or properly identified WSI tote bags unless the employee and Union Representative, if requested by the employee, is/are present. When the employee is not available, a Company supervisor and a Union Representative must be present.

23.11 **ARREST AUTHORITY** The DOE policy on "arrest authority and use of deadly force," and its successor policies, shall apply to employees within the Bargaining Unit. The Company shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of his actions in the reasonable performance of duties performed within the scope of his employment and in accordance with DOE directives and policies. The Company shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of his actions in the reasonable performance of duties performed within the scope of his employment and in accordance with DOE directives and policies

23.12 Assignment by the Company of personnel hereunder to perform work at other DOE facilities will be **determined by site seniority and classification** and be covered by the provisions of this Agreement. The wage rates herein shall apply unless that facility's base hourly rate is higher, in which case the higher base rate shall apply.

23.13 Personnel assigned to the Canine Section who are required to perform kennel care on weekends will be paid a minimum of 4 hours or actual time worked, whichever is greater. In addition, when required to travel to an off-site location overnight with their dogs, they shall receive a minimum of 12 hours per day due to off-duty care.

23.14 Should DOE suspend an employee's access authorization, the Company agrees to maintain the employee in a working pay status until DOE **final disposition.**

23.15 The Union agrees, that in accordance with the needs of the business, the Company may assign a sufficient number of female employees to each shift in order to perform pat down and body cavity searches of other females.

23.16 Before making revisions in Work Rules and conditions of employment, including but not limited to, issues of transfers, range qualification, hours of training and overtime criteria during the life of this Agreement, the Company will, as in the past, discuss in good faith the revisions with the Union prior to the change.

23.17 Shift Swaps/Trading Days will be considered and approved if: there is no additional cost(s) to the Company; job qualification requirements are met; and the immediate supervisor(s) approve (s) the swap/trade.

23.18 Mileage Reimbursement: When an employee is required to take a physical exam on-site or HRP/PRP on-site and government transportation is not provided or available, the employee may be authorized by his supervisor to use his POV. Employees must complete an expense voucher for reimbursement and have it signed by the supervisor. Expense vouchers must be submitted within 30 days. Off-site exams/tests that are an extension of the employee's physical exam or HRP/PRP, when done during an employee's scheduled work day, i.e., the employee leaves work to go to the exam and returns to work afterwards, qualify for reimbursement.

23.19 Effective with the signing of this agreement, the following United Professional Pro-Force of Savannah River (UPPSR), Local 125, Executive Board members (President, Vice President and Business Agent) are the only Board members authorized to sign any agreements that would become binding between UPPSR, Local 125, and WSI-SRS.

In the event the President, Vice President, or Business Agent cannot sign, then one of the four Zone Administrators can sign proxy. There must be three (3) different signatures by the Union on all documents before they can become binding between the Union and WSI-SRS.

ARTICLE 24 SEVERANCE PAY

24.1 An employee who has been employed for more than 1 year whose position is eliminated as a result of a reduction in force which is not due to an Act of God, national emergency, strike or picketing shall be paid severance pay in the amount of 1 week for each completed year of employment, **to a maximum of 26 weeks,** at the time of separation. **In addition, an employee with 10 years or more shall receive an**

additional 5 weeks of severance, and an employee with 20 years service shall receive an additional 5 weeks of severance (10 weeks in addition to years of service). (For example, an employee with 15 years of service would get 20 weeks of severance pay; an employee with 21 years of service would get 31 weeks of severance pay; an employee with 30 years of service would get 36 weeks). Severance pay shall be **paid** at the employee's **straight time hourly rate (51 hours)** at the time of the reduction in force.

24.2 Severance pay shall not be paid to any employee who is offered other **bargaining unit** work with the Company at SRS. Similarly, severance pay shall not be paid to any employee who is offered continuous employment with a substitute or successor employer. Also, severance pay shall not be paid to any person who voluntarily retires or terminates, or who is receiving long term disability, is terminated for just cause, or who fails to meet contractor or DOE requirements for continued employment with the exception that armed or unarmed security force personnel who fail the medical standards (not the physical fitness test) for armed or unarmed security force personnel shall be paid severance pay in accordance with **24.1** above. **During the first year of this contract, employees shall be entitled to severance pay if they are separated from employment due to a more senior bargaining unit employee who can not qualify for an OCS or DCS position.**

24.3 An employee who has received pay under this provision and who is rehired/recalled from layoff will again be eligible to start earning additional service credit for severance pay beginning with the date of rehire.

ARTICLE 25 FUNERAL LEAVE

25.1 In the event of death in the immediate family of a full-time employee, the employee will be granted up to 3 consecutive workdays funeral leave with pay at the employee's basic hourly rate on the basis of scheduled hours of work not to exceed 8, or 12 hours, whichever is applicable, provided the employee attends the funeral or service. Additional unpaid leave may also be provided if needed. Probationary employees will receive one day of pay for attending the funeral of an immediate family member. This will extend probation for like period.

25.2 For the purpose of this Article, the immediate family is defined as the father, mother, father-in-law, mother-in-law, sister, brother, spouse, children, grandchildren, grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and step-children. The terms father and mother are not limited to the employee's natural or legal father or mother, but in the absence of a natural father or mother, shall include those persons considered by family, friends, and the community to bear such a relationship to the employee.

25.3 Funeral leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work.

25.4 A death notice or other satisfactory proof of death may be asked for by the employer. The employee must notify and advise the on duty supervisor that he shall be unable to attend work because of the death.

25.5 Funeral leave shall be counted as time worked for purposes of computing overtime.

ARTICLE 26 SICK LEAVE

26.1 Sick Leave is for bona fide illness only and is not to be considered as additional time off or vacation. A physician's statement shall not normally be required until the 5th day of authorized sick leave. However, The Company reserves the right to require a doctor's verification at any time sick leave is being abused.

26.2 Sick leave shall commence on the 1st day of illness or on the first day of hospitalization. Leave for employees who have completed their probationary period shall be earned at a rate of 1.85 hours per completed week of active service up to a maximum of 96 hours per year.

26.3 At no time will usage of earned and authorized sick leave be used as a tool to determine promotions, discipline, or transfers.

26.4 At the end of each calendar year, earned, unused Sick Leave hours may go into the Casual Sick Leave account, which has a cap of 240 hours, or the Hospital Sick Leave account, which has no cap.

26.5 Hours paid under this article will be paid at the employee's base straight time hourly rate and will not go into the overtime base.

26.6 As a means to control the abuse of sick leave, it is agreed that:

(a) an employee may elect to be reimbursed for any unused earned sick leave, limited to the current year's hours in excess of 48. This amount will be paid by the second pay period following December 31st of each year in which the sick leave was earned. The current year's hours not paid may be banked, as directed by the employee, into his Casual or Hospital Account;

(b) shift swaps will be considered and approved if: there is no additional cost(s) to the Company; job qualification requirements are met; and the immediate supervisor(s) approve(s) the swap;

(c) Hospital Sick Leave may only be accessed for actual hospitalization as defined in the Group Insurance Plan Booklet;

(d) designated representatives of management and of the union will review the sick leave usage every two months to discuss the extent of the sick leave usage.

(e) In the event that average usage of sick leave increased, the plan may be discontinued by the Company who would then revert to the former sick leave agreement under Article 27 of the 1993 agreement.

ARTICLE 27 PENSION, 401(k) PLANS AND BRIDGE MEDICAL INSURANCE

27.1 During the term of this Agreement, the Pension Plan (WSI-SRS Pension Plan) for bargaining unit employees of WSI-SRS shall remain in effect.

Effective January 1, **2008**, the Company shall contribute **$3000** per year, on behalf of each eligible participating bargaining unit employee in accordance with the plan document.

Employees are subject to the rules and regulations of the plan.

Effective each plan year thereafter, during the term of this Agreement, the company shall increase its contribution by **$100**.

27.2 During the term of this Agreement the current 401(k) Savings Plan for Employees of WSI-SRS shall remain in effect.

Employees are subject to the Rules and Regulations of the Plan.

27.3 **The Company will provide a Bridge Medical Insurance plan with an employee contribution of 25% of the total premium for Hospital, Medical and Vision coverage to eligible retirees. Insurance coverage shall be similar to that of active employees. Access to the Bridge Medical Plan will be available to one dependent of the retiree for 85% of the cost of the total premium. Coverage for both the employee and dependent ceases at employee's age 65.**

ARTICLE 28 INSURANCE, HOSPITALIZATION, MEDICAL, AND DENTAL BENEFITS

28.1 The Company shall provide full-time eligible employees with a group insurance plan including: Hospital, Medical, Life and AD&D insurance, Dental, Vision and Short Term Disability Benefits. Also provided is a Long Term Disability Plan.

The employee shall pay **11%** of the cost of the total premium the first year of the contract **beginning on November 5, 2007, increasing to 12% effective November 3, 2008, increasing to 13% on November 2, 2009, increasing to 14% on November 1, 2010, increasing to 15% on November 1, 2011,** of the total premium for Hospital, Medical, Vision and Dental Insurance, based on the actual plan year for group insurance which will be carried on payroll deduction.

Employees at their option may purchase additional Life AD&D insurance. The cost of premiums may be carried on payroll deduction.

Employees are subject to the Eligibility Rules and Regulations of the Plans.

28.2 Full-time eligible employees, at their election, may subscribe to dependent coverage which includes: Hospital, Medical, Vision and Dental Coverage. The employee shall pay **16% of the cost the first year of the contract beginning on November 5, 2007, increasing to 17% effective November 3, 2008, increasing to 18% on November 2, 2009, increasing to 19% on November 1, 2010, increasing to 20% effective on November 1, 2011,** of the total premium for dependent coverage based on the actual plan year for group insurance which will be carried on payroll deduction. Dependent Life insurance is also available and the cost of insurance premium may also be carried on payroll deduction.

Employee Dependents are subject to the Eligibility Rules and Regulations of the Plan.

28.3 Full-time eligible employees and their dependents will have access to evaluation, short-term counseling, referral, training and follow-up services through a confidential and independent Employee Assistance Program (EAP).

ARTICLE 29 QUALIFICATION FOR EMPLOYMENT AND CONTINUED EMPLOYMENT

29.1 The Company has the right to determine an employee's qualifications for initial employment. The Company has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE directives. Copies of directives regarding implementation or changes thereto will be made available to the Union.

29.2 Employees who meet the standards and qualifications for Security Police Officer (SPO), as set forth in 10 CFR Part 1046 and other DOE directives, will be armed protective force personnel. Employees who are otherwise qualified, who do not meet the medical qualifications for SPO as set forth in 10 CFR Part 1046, but do meet the medical qualifications for Security Officer (SO) as set forth in 10 CFR Part 1046 may be designated as security officer, who will be unarmed protective force personnel subject to approved authorized vacancies, except that they may be equipped with non-lethal weapons.

29.3 Periodic physical and/or mental examinations of employees may be required by the Company, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. Tests required by the designated physician that are associated with the periodic physical or mental examination will be a part of the physical to be covered by the Company and administered on Company time.

If, as a result of these tests, an employee is designated as a SO and the employee secures other medical testing and/or treatment not ordered by the Company, such testing and/or treatment will be conducted on the

employee's own time, at the employee's own expense, and will not affect the employee's status except as determined by the DOE designated physician under 10 CFR Part 1046. Nothing herein shall be construed to prohibit the Company from requiring one or more employees to take a physical and/or mental examination more frequently than other members of the force when the Company has reasonable cause to believe that such examination is necessary.

(a) In the event employees are placed on SO status, pursuant to Section 2 above, the Company will assign these employees to designated SO assignments for which they are qualified, according to their seniority among other SOs, and regardless of the seniority of those armed protective force personnel currently holding these positions. If such employees refuse to accept a SO position, they will be terminated. In the event no SO assignments are available, based on their seniority and qualifications, employees classified as SO will be reduced in force.

(b) Armed protective force personnel may work in SO positions, as required; however, SO's will not be utilized to fill assignments requiring the carrying of firearms.

(c) To the extent possible, nothing contained in the above provisions shall modify the rights enjoyed in Article 13, Seniority, by SO employees relative to each other.

29.4 Employees who fail to meet the medical qualification standards for SO, as set forth within 10 CFR Part 1046, will be terminated unless their physical or medical deficiencies are specifically waived. Such terminated employees will be entitled to severance pay under Article 24 of this Agreement.

29.5 It is recognized by the parties to this Agreement that DOE Regulations are the basic authority for establishment and continued implementation of medical/physical/mental standards and requirements for employees. Any employee placed in a SO position, or who has been terminated for failure to meet DOE physical or mental standards, may utilize the appeals procedure provided in 10 CFR Part 1046, or other applicable DOE directives.

29.6 If during the term of this Agreement the physical qualifications and mental standards in 10 CFR Part 1046, are revised so as to impose more stringent or demanding requirements for employees, the Company will, before implementing such revisions in a manner which adversely affects or prejudices employees who meet the physical requirements and mental standards of 10 CFR Part 1046, prior to the revisions, discuss in good faith its proposed implementation.

ARTICLE 30 DISCIPLINE AND DISCHARGE

30.1 The Company has the right to discipline or discharge employees for just cause.

30.2 An employee, whose alleged infraction, which may subject the employee to disciplinary action, may remain in a working pay status while the investigation of the infraction is ongoing. Work assignments during this period are at Company discretion, and subject to availability. If it is determined by the appropriate Director that the

infraction is of a serious enough nature, the individual will be sent home in a leave without pay status until a decision is rendered.

30.3 Payment of employees upon termination, layoff, or discharge shall be made in accordance with applicable law. When employees are terminated, they shall be compensated for 4 hours, or actual time spent out-processing at their basic hourly rate for the purpose of complying with the Company's termination procedure. Employees whose employment is terminated shall be paid all earned, unused vacation and personal days.

30.4 No employee shall be required by the Company to take a **polygraph** test **except that required by DOE directive or procedure.**

30.5 Discipline will be administered within 10 work days (excluding Saturdays, Sundays, and holidays) of the incident. Time limits may be extended by mutual agreement.

30.6 All discipline shall remain active in the employee's official personnel file for 12 months from the date of issuance or 12 months after the date of the last discipline, whichever is later, unless removed early in accordance with existing Company policy.

ARTICLE 31 LUNCH AND RELIEF

31.1 When possible, relief for lunch shall be provided for posts where unusual traffic conditions prevent employees from securing their relief in a normal manner. It is acknowledged that employees who are on duty may eat on Company time.

31.2 When possible, advance notice of daily post changes shall be given to an employee so that the employee may make meal preparations for that particular assignment.

31.3 As operations and manpower requirements permit, necessary employee hygiene relief shall be furnished when requested.

31.4 An employee under this agreement, who works in excess of 15 hours on site, excluding travel time, shall be provided **$10.00** for a meal allowance.

ARTICLE 32 WEAPONS QUALIFICATION

32.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current

DOE directives. Personnel are required to demonstrate this ability during any scheduled training in which weapon qualifications are a part thereof.

32.2 All qualification firing shall be conducted at an approved weapon's range.

32.3 The Company shall provide necessary ammunition for all scheduled training and scheduled qualifications and no notice inspections.

32.4 As directed by the Company or DOE, personnel may be required to demonstrate proficiency by qualifying without prior notification. DOE may, at unannounced times and at random, select personnel, have them relieved, and instruct them to report to an approved range. **In the event this should happen within 30 days of scheduled qualification, this assessment will count as the employee's weapons qualification attempt.**

32.5 Range Officer instructions and Range Safety Procedures shall be complied with at all times while on any live fire range.

32.6 The Company shall promptly give written notice to the Union when any employee fails to qualify under the provisions of this Article. A Union official may be present strictly as an observer in a "no pay" status when any employee who has failed to qualify on no-notice attempts subsequent qualification.

32.7 Armed employees shall demonstrate their proficiency by qualifying, normally on a semi-annual basis, under both day and night conditions with the weapons which they are armed with while on duty, and shall be allowed 2 attempts with each weapon to qualify, if required, during each semi-annual qualifying period.

(a) The two qualification attempts will be conducted as follows:

(1) The first attempt will be conducted on the scheduled day of semi-annual weapons qualification. Employees qualifying on their first attempt will not be required to fire further attempts.

(2) Personnel who fail to qualify on the first attempt will lose his authorization to be armed and will have the option of attempting a second qualification attempt that day or returning on the following day for a second weapons qualification attempt.

(b) At the end of the second qualification attempt, an employee who fails to qualify will lose his authorization to be armed and will be placed on suspension without pay and scheduled to attend the next scheduled remedial training class.

32.8 A remedial training program is established that meets the DOE Order requirements and provides the employee with the necessary training to afford a reasonable opportunity to meet the firearms qualification standards for each basic weapon. Those employees who fail 2 attempts to qualify in scheduled weapons qualification will be

entered into remedial training class as follows:

(a) First Remedial Weapons Training Class:

A remedial weapons qualification training class consisting of 4 hours at the employee's rate of pay, or for actual time worked, will be conducted. One qualification attempt will be made at the end of the remedial weapons qualification training class.

(1) Personnel who qualify at the end of the first remedial weapons training class will receive authorization to be armed and will be returned to paid status immediately.

(2) Personnel who fail to qualify at the end of the first remedial weapons training class will be scheduled for a second remedial weapons training class.

(b) Second Remedial Weapons Training Class:

A remedial weapons qualification training class consisting of 4 hours at the employee's rate of pay, or for actual time worked, will be conducted. One qualification attempt will be made at the end of the remedial weapons qualification training class.

(1) Personnel who qualify at the end of the second remedial weapons training class will receive authorization to be armed and will be returned to paid status immediately.

(2) Those employees who fail the second remedial training class will lose their authority to carry firearms and will be terminated from employment.

(c) In accordance with the provisions of 10 CFR 1046, any SPO who requires remedial training on 3 consecutive semiannual qualification periods, with the same firearm, shall lose SPO status.

32.9 Employees failing to qualify on a no notice attempt will be considered to have failed the first scheduled weapons qualification attempt in accordance with the provisions of 32.7 above.

32.10 Tactical Proficiency Evaluation (TPE)

The qualification criteria for the TPE is the same as described above for weapons qualification. SPO III members will be allowed 2 qualification attempts followed by 2 remedial training qualification attempts. In the event the SPO III member fails the second remedial training class, he will lose his SPO III status and will be reduced to an available **SPO I,** SPO II or SO position for which the employee is qualified. If no position is available, the employee shall be laid off.

32.11 Effective October 1, 2007, Weapons Incentive Pay and Tactical Proficiency Evaluation Incentive Pay will be paid **semi-annually** to those employees who qualify as outlined in WSI-SRS Standard Procedures. Incentive pay scales are listed below based on shooting the current qualification standard. **In the event DOE**

implements a new qualification standard the parties will discuss in good faith with the Union the adjustments of percentages and scores prior to such change.

	Weapons Incentive Pay			Tactical Proficiency Pay	
	Percentage	**Score**	**Payment**	**Score**	**Payment**
Master	97% - 100%	291-300	$250	86-90	$250
Expert	94% - 96.9%	282-290	$200	82-85	$200
Sharpshooter	91% - 93.9%	273-281	$150	77-81	$150
Marksman	87% - 90.9%	261-272	$100	72-76	$100

SRT TPE scores must be accomplished in 6 minutes or less to earn incentive award.

Payment of such proficiency pay will be during the first month after the qualification is completed.

32.12 It is understood and agreed by the Company and the Union that Weapons Qualification sessions will generally be conducted in the late afternoon hours, **with the exception of SPO IIIs,** based on the day and night conditions available to conduct the required courses of fire. Reporting times will be adjusted to maximize the available light while putting the shooters on the range in the best available weather conditions for that time of year.

In the event the Union feels that the weapons qualification reporting times for a particular period are not being scheduled in the spirit of this agreement, notifications should be made to the Training Division Director.

32.13 All SPO I & II employees' weapons re-qualifications will be scheduled outside of their normal scheduled shift. SPO IIIs may be scheduled outside their normal scheduled shift.

ARTICLE 33 DISABILITIES/RESTRICTED DUTY

33.1 Directives and regulations promulgated by the DOE regarding radioactivity and exposure to radiation shall be adhered to by employees covered by this Agreement and by the Company. Guidance concerning radiation and protective measures shall be solicited by the Company from the DOE and the **Washington** Savannah River Company (WSRC) Health Physics Department whenever required.

33.2 If, as a result of radiation exposure or the possibility of harmful exposure, the Company determines under the current DOE Standards that specific employees must be restricted as to the location of duty and therefore should be reassigned, these employees will be assigned to another Bargaining Unit position for which they are qualified. Upon removal of the restriction, employees so placed will be returned to their former positions provided the employee meets the qualification for that position.

33.3 Limited duty is defined as work assigned to those employees who are not **able to perform the full scope of**

their duties as an SPO I, SPO II, or SPO III, but are able to perform other duties. SPO I, II and III personnel who are assigned to limited duty due to failure of weapons qualifications, physical fitness (OCS, DCS, and TPE) qualifications, or on-site drug and/or alcohol screening, will have their pay reduced to the classification they are filling.

ARTICLE 34 PHYSICAL FITNESS

34.1 In the event the DOE Medical and Physical Fitness Qualification Standards set forth in 10 CFR Part 1046 are repealed, modified, amended or suspended by judicial or administrative action (DOE), the Company will advise the Union of such changes.

34.2 **Armed employees are required to meet the applicable Physical Fitness Standards under 10 CFR 1046 on an annual basis. All armed employees shall be allowed the maximum number of attempts provided under 10 CFR Part 1046 and, where applicable, remedial training.**

34.3 **Personnel may also be required to meet the standards during a Headquarters or Field Survey, review, audit or other situation directed by DOE or WSI. Where such activity is within thirty (30) days of an annual assessment, the attempt shall be considered an annual qualification.**

34.4 **Personnel who have to meet 10 CFR Part 1046 Physical Fitness Qualification Standards shall be provided two on-duty 45-minute sessions per week that are conducted on separate days during the week for physical fitness. In the event these sessions can't be provided during the duty shift, personnel may schedule 45-minute session(s) on-site outside their regularly scheduled shift, with supervisor approval, which shall not be unreasonably denied.**

34.5 **Employees required by 10 CFR 1046 to maintain physical fitness standards shall, at the time of hire, be provided with one pair of Company selected running shoes or reimbursed up to $100.00 for purchase of running shoes. Worn out or damaged running shoes will be replaced or reimbursed up to $100.00 once per year. Employees seeking reimbursement must provide a copy of the purchase receipt.**

34.6 **The Union shall participate on the Uniform Committee, which shall select summer and winter physical fitness clothing.**

34.7 **Effective from the date of ratification, all incumbent SPO Is (DCS) shall have one (1) year to volunteer and qualify for an SPO II (OCS) position. Upon assignment to an SPO II position, the employee shall be entitled to SPO II wages. In the event there are more qualified volunteers than there are SPO II positions, the least senior employees will be assigned to SPO I positions. The Union and the Company shall establish a Transition Committee to discuss and implement a transition plan.**

ARTICLE 35 NOTICE OF CHANGES

35.1 The Union shall be advised of changes in DOE Orders and/or Directives, and WSI-SRS personnel policies and practices materially affecting working conditions, and which are within the administrative control of management, as soon as possible prior to the implementation of such changes.

ARTICLE 36 INFORMATION TO BE SUPPLIED BY EMPLOYEES

36.1 Employees must notify the Compensation and Benefits Department promptly of any changes in their personal or family status, i.e., marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This notification must be in writing on a form provided by the Company. Failure to report changes which affect insurance coverage will result in the employee reimbursing the Company for premiums which are not recoverable from the insurance carrier.

36.2 Employees shall notify the Company of changes in their life insurance beneficiary (i.e., change in marital or other personal status.)

36.3 Employees will notify their immediate supervisor by the next scheduled work day of any expiration, revocation or suspension of their state driver's license. This notification will be made in writing.

36.4 Due to the emergency nature of the Company's business, each Bargaining Unit Employee is required to have an operating telephone number or number where a message can be left where he can be contacted. This requirement is a condition of employment for all employees.

ARTICLE 37 TECHNOLOGICAL CHANGE

37.1 In the event of any proposed change in equipment, material, and/or methods which may result in a reduction in Bargaining Unit employees, the Company shall advise the Union as far in advance as is feasible, consistent with security requirements, and the matter shall be discussed by both parties. Recommendations may be made by the Union to the Company with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.

37.2 The Company recognizes their responsibility to their employees when it becomes necessary to effect any reductions in the work force as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (i.e., retirement, voluntary resignation, death, discharge for cause,

and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority rights per Article 13 of this contract.

ARTICLE 38 SEPARABILITY OF CONTRACT

38.1 In the event that any provision(s) of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement and the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or such government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 39 ENTIRE AGREEMENT

39.1 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.

39.2 Therefore, the Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement, and the Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining.

39.3 **The parties had the opportunity to meet jointly and negotiate in good faith. Thus, it is agreed and understood that all letters of agreement or memorandums of understanding ever agreed to regarding wages, hours, and working conditions are null and void except and only to the extent that such agreements were discussed and/or noted in this Agreement.**

ARTICLE 40 DURATION

40.1 This Agreement becomes effective on **April 30, 2007**, and shall continue in full force and effect until midnight **April 30, 2012**, and from year to year thereafter, unless either party receives written notice from the other party, not less than 60 days nor more than 90 days, immediately prior to the expiration date, of its intention to amend, modify or terminate this agreement, provided that no strike or stoppage of work shall take place after such expiration date of this Agreement unless the Union, in writing, notifies the Company at least 72 hours prior to any contemplated strike or work stoppage. In the event the Company shall cease to operate security

services at the SRS, this contract shall automatically terminate and the rights and obligations of both the Union and the Company hereunder shall automatically cease.

Article 41 Incentive Pay

41.1 In the event the site is shut down due to a pandemic or ACT of GOD activity those bargaining unit employees required to work will receive double (2x) time for all hours worked during the closure. Those employees that are required to remain at work for one of the above reasons will remain in a paid status until they are allowed to leave.

APPENDIX A

SECURITY OFFICER (SO)

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Next 6 mos.	14.56	15.07	15.60	16.07	16.55
Next 6 mos.	15.43	15.97	16.53	17.03	17.54
Next 6 mos.	16.35	16.92	17.51	18.04	18.58
Next 6 mos.	17.16	17.76	18.38	18.93	19.50
Next 6 mos.	18.17	18.81	19.47	20.05	20.65

SECURITY POLICE OFFICER I (SPOI)

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	16.10	16.66	17.24	17.76	18.29
After Probation	17.41	18.02	18.65	19.21	19.79
Next 6 mos.	18.50	19.15	19.82	20.41	21.02
Next 6 mos.	19.62	20.31	21.02	21.65	22.30
Next 6 mos.	20.64	21.36	22.11	22.77	23.45
Next 6 mos.	21.92	22.69	23.48	24.18	24.91

SECURITY POLICE OFFICER I Specialty

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	18.18	18.82	19.48	20.06	20.66
After Probation	19.06	19.73	20.42	21.03	21.66
Next 6 mos.	20.25	20.96	21.69	22.34	23.01
Next 6 mos.	21.48	22.23	23.01	23.70	24.41
Next 6 mos.	22.60	23.39	24.21	24.94	25.69
Next 6 mos.	24.00	24.84	25.71	26.48	27.27

SECURITY POLICE OFFICER II

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	18.18	18.82	19.48	20.06	20.66
After Probation	19.06	19.73	20.42	21.03	21.66
Next 6 mos.	20.25	20.96	21.69	22.34	23.01
Next 6 mos.	21.48	22.23	23.01	23.70	24.41
Next 6 mos.	22.60	23.39	24.21	24.94	25.69
Next 6 mos.	24.00	24.84	25.71	26.48	27.27

SECURITY POLICE OFFICER III

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	19.22	19.89	20.59	21.21	21.85
After Probation	19.88	20.58	21.30	21.94	22.60
Next 6 mos.	21.13	21.87	22.64	23.32	24.02
Next 6 mos.	22.41	23.19	24.00	24.72	25.46
Next 6 mos.	23.58	24.41	25.26	26.02	26.80
Next 6 mos.	25.04	25.92	26.83	27.63	28.46

Notes

(a) Shift Differential - A shift differential rate of pay of $.50 cents per hour for night shift, and $.10 cents per hour for swing shift shall be paid to eligible employees.

(b) Employees who are voluntarily or involuntarily permanently reassigned to a classification with a lower rate of pay will move to the same step in the wage schedule for that classification. Their pay will be adjusted effective the next pay period.

(c) Employees who are reassigned to a classification with a higher rate of pay will move to their same step in the wage schedule for that classification effective the next pay period.

(d) All current SPO II employees will be reclassified from SPO II (DCS) to SPO I (DCS) on the effective date of this agreement.

(e) **SPO I Specialty includes Canine, LEDC, LE Constables, and CAS classifications**

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SECTION J
ATTACHMENT F

RESERVED

Small Disadvantaged Business (SDB) Participation Program Targets*

(A) Wackenhut Services Inc. (WSI) (Critique 1st Tier Sub)

NAICS Code	Description of NACIS Major Group	SDB Dollars	Percentage **
561210	Mgt,Procurement Mgt, Admin Support	$ 18,456,402	1.87%
	Subtotal	$ 18,456,402	

(B) Subcontractors

NAICS Code	Description of NACIS Major Group	SDB Dollars	Percentage **
423430	Computer Equipment	399,000	0.04%
423840	Industrial Supplies	200,020	0.02%
811490	All Laundry Service	75,000	0.01%
561621	Security Systems Services	200,000	0.02%
423410	Camera & Misc Equipment	47,200	0.00%
423610	Batteries	50,000	0.01%
453998	Police Supply	119,177	0.01%
423420	Office Supplies	51,250	0.01%
424320	Uniforms & Misc	75,000	0.01%
	Subtotal	$ 1,216,647	0.12%

(C) Total (A+B)

NAICS Code	Description of NACIS Major Group	SDB Dollars	Percentage ***
561210	Mgt,Procurement Mgt, Admin Support	$ 18,456,402	1.87%
423430	Computer Equipment	399,000	0.04%
423840	Industrial Supplies	200,020	0.02%
811490	All Other Laundry Service	75,000	0.01%
561621	Security Systems Services	200,000	0.02%
423410	Camera & Misc Equipment	47,200	0.00%
423610	Batteries	50,000	0.01%
453998	Police Supply	119,177	0.01%
423420	Office Supplies	51,250	0.01%
424320	Uniforms & Misc	75,000	0.01%
	Subtotal	$ 19,673,049	1.99%

* SDB Participation from industries eligible for the 10% price evaluation adjustment. These designated NACIS major groups can be found at: http://www.census.gov/epcd/www/naics.html/

** All percentages shown as a percent of the total target cost + target fee

*** Total target cost + target fee = $ 989,012,017

For information purposes, "targets" (as required under this provision) and "goals" (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	SDB prime contractor $ & % (including JV partners and teaming members) and SDB subcontractors $ & % in SIC major groups eligible for 10% price evaluation adjustment.	Subcontractor $ & % with Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of total contract value	% of Total Subcontracting
Reporting	OF 312 at contract completion	SF294 and SF295 at intervals per FAR 52.219-9(j)

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-RP30-08CC60025 for the provision of protective force security services at the Savannah River Site (the "Contract") dated TBD, by and between the Government and Wackenhut Services, Inc. (Contractor), the undersigned, The Wackenhut Corporation (Guarantor), a corporation incorporated in the State of Florida with its principal place of business at 4200 Wackenhut Drive, Palm Beach Gardens, FL 33418 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any

judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) 1-7-2009.

Grahame Gibson
President
The Wackenhut Corporation

Sworn to and subscribed before me this 7 day of January 2009.
by Grahame R. Gibson
Jacqueline R. Stankard
Signature of Notary Public

Notary's Name, Printed, Stamped or Typed
Personally Known: ✓ or Produced ID ____
Type of ID produced ____

(CORPORATE SEAL)

JACQUELINE R. STANKARD
Notary Public - State of Florida
My comm. expires Oct. 13, 2009
No. DD 480915

SECTION J
ATTACHMENT I

GUIDANCE FOR PREPARATION OF EMPLOYEE CONCERNS PROGRAM (ECP) IMPLEMENTATION PLAN

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the ECP Plan elements.

Educational Outreach and Training
The Contractor Plan should outline or discuss any programs already provided, or which it intends to provide, which will educate their workforce and those of their subcontractors on their rights and responsibilities regarding reporting all types of issues to their management and/or the ECP, the avenues available to all employees for raising concerns, emphasizing the proactive use of Alternative Dispute Resolution (ADR), and the Department's policy on zero tolerance for reprisal for raising issues.

Effective Concerns Processing System
The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for receiving and resolving employee concerns in accordance with DOE directives. The Plan should discuss overall perspectives on organizational location of the ECP function, staffing, establishment of procedures, and logistical considerations for the functioning of an effective ECP.

Thorough and Independent Investigation Process
The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for investigating employee concerns in accordance with DOE directives, including proposed methods for investigating concerns by ECP staff, as well as identifying the types of concerns referred or transferred to other organizations for investigation and resolution. The Plan should discuss the methods used to ensure the independence of the ECP and maintaining the integrity of the Program as an independent evaluation process. The Plan should also discuss the types and levels of expertise relative to the investigation process necessary to implement an effective ECP.

Tracking Implementation of Corrective Actions
The Contractor's Plan should discuss methods the Contractor is currently using or intends to use to document and track the implementation of corrective actions resulting from substantiated employee concern investigations, to include an evaluation of the effectiveness of the actions in resolving the concern and preventing future recurrence of the identified problems.

Timely Response to Concerned Employees
The Plan should describe the methods the Contractor is currently using or intends to use to provide effective feedback to the concerned employees throughout the process, as well as in providing a final closeout to the individual.

Integration of the ECP into the Integrated Safety Management System (ISMS)
The Plan should discuss the integration of the ECP as part of the Contractor's ISMS, specifically describing the Contractor's philosophy on how the ECP contributes to the effectiveness of the ISMS.

Proactive Use of Alternative Dispute Resolution (ADR)
The Contractor's Plan should discuss the Contractor's existing or planned processes for incorporating the proactive, early use of ADR methods, including mediation, into their efforts to resolve employee concerns, in accordance with DOE directives. The Plan should also discuss the types and levels of expertise relative to ADR necessary to implement ADR as part of an effective ECP.

Zero Tolerance for Reprisal for Raising Issues
The Plan should discuss the methods the Contractor is currently using or intends to use to communicate and enforce DOE directives regarding zero tolerance for reprisal for raising all types of issues. The Plan should discuss the processes established to implement the provisions of Title 10, Code of Federal Regulations, Part 708 (10CFR 708), *Contractor Employee Protection Program*, and the reprisal prohibitions under Title 10, Code of Federal Regulation, Part 820 (10CFR820), *Procedural Rules for DOE Nuclear Activities*. The Plan should include discussion of methods of training employees and supervisors on the provisions of 10CFR708 and 10CFR820, as well as proactively resolving formal complaints filed under 10CFR708. The Plan should also include discussion regarding how to address the implications of violations of 10CFR708 or 10CFR820 as it relates to the Price-Anderson Amendments Act of 1988 (PAAA).

Effective Self Assessment and Evaluation Process
The Contractor ECP Plan should discuss the methods the Contractor is currently using or intends to use to implement an effective self assessment and evaluation process, in accordance with DOE directives, including DOE Order 226.1, *Implementation of DOE Oversight Policy*. The Plan should include discussion on methods to conduct tracking and trending analysis on concerns received and resolved, as well as actions to report that information to senior Contractor management

SECTION J
ATTACHMENT J

GUIDANCE FOR PREPARATION OF EQUAL OPPORTUNITY PROGRAM

With regard to the Contract Section I clause entitled “Equal Opportunity,” this attachment provides guidance to assist the Contractor in understanding the Department’s expectations in the area of workforce equal employment opportunity and diversity.

In addition to Executive Order 11246 and DOE Order 311.1B, DOE-SR contractors and subcontractors will strive to meet the DOE-SR's expectations to be model employers in the area of workforce equal employment opportunity and diversity, and to provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at DOE facilities, as specified in applicable State and Federal laws and regulations.

DOE-SR contractors and subcontractors must ensure that all its personnel actions are "made free" of any discrimination based on race, color, religion, sex, national origin, age, disabling condition, reprisal or sexual orientation and that each of its contractors and subcontractors has "an affirmative program of equal employment opportunity" for all employees and applicants for employment. To this end, the contractors must maintain the essential element of a Model EEO Program:

- Demonstrated commitment from company leadership;
- Integration of EEO into the company's strategic mission;
- Management and program accountability;
- Proactive prevention of unlawful discrimination;
- Efficiency; and
- Responsiveness and legal compliance.

A. Demonstrated Commitment From Contractor Leadership
    1) Contractor heads and other senior management officials are to demonstrate a firm commitment to equality of opportunity for all employees and applicants for employment. Even the best workplace policies and procedures will fail if they are not trusted, respected and vigorously enforced. The Contractor must translate equal opportunity into every day practice and make those principles a fundamental part of their company culture. This commitment to equal opportunity must be embraced by company leadership and communicated through the ranks from the top down. It is the responsibility of each company head to take such measures as may be necessary to incorporate the principles of equal employment opportunity into the company's organizational structure.
    2) To this end, company will adhere to all DOE policies governing equal employment opportunity (EEO) and a workplace free of discriminatory harassment.

B. Integration of EEO Into The Company's Strategic Mission

1) Maintain a reporting structure that provides the company's EEO Director with regular access to the company head and other senior management officials for reporting on the effectiveness, efficiency and legal compliance of the company's equal employment opportunity and diversity programs.
2) EEO Director be a direct report to the company head.
3) Ensure EEO professionals are involved with, and consulted on, the management and deployment of human resources. The EEO Director should be a regular participant in senior staff meetings and regularly consulted on human resources issues.
4) Allocate sufficient resources to create and/or maintain equal employment opportunity and diversity programs that: 1) identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, national origin, sex or disability; 2) establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance; and 3) ensure that unlawful discrimination in the workplace is promptly corrected and addressed.
5) Attract, develop and retain EEO staff with the strategic competencies necessary to accomplish the company's EEO mission, and interface with company officials, managers and employees.
6) Recruit, hire, develop and retain supervisors and managers who have effective managerial, communications and interpersonal skills. Provide managers and supervisors with appropriate classroom training and other resources to understand and successfully discharge their duties and responsibilities.
7) Involve managers and employees in the implementation of the company's equal employment opportunity and diversity programs.
8) Use various media to distribute EEO information concerning EEO laws, regulations and requirements, rights, duties and responsibilities and to promote best workplace practices.

C. Management and Program Accountability

1) Conduct regular internal audits, on at least an annual basis, to assess the effectiveness and efficiency of equal employment opportunity laws, regulation to ascertain whether the company has made a good faith effort to identify and remove barriers to equality of opportunity in the workplace.
2) Establish procedures to prevent all forms of discrimination, including harassment, retaliation and failure to provide reasonable accommodation to qualified individuals with disabilities.
3) Evaluate managers and supervisors on efforts to ensure equality of opportunity for all employees.
4) Maintain clearly defined, well-communicated, consistently applied and fairly implemented personnel policies, selection and promotion procedures, evaluation procedures, rules of conduct and training systems.
5) Review each finding of discrimination to determine the appropriateness of taking disciplinary action against company officials involved in the matter. Track these decisions and report trends, issues and problems to company leadership for appropriate action.

D. Proactive Prevention of Unlawful Discrimination
    1) Contractors must conduct a self-assessment on at least an annual basis to monitor progress, identify areas where barriers may operate to exclude certain groups and develop strategic plans to eliminate identified barriers.

E. Efficiency
    1) Contractors must have an efficient and fair dispute resolution process and effective systems for evaluating the impact and effectiveness of their EEO programs.
    2) Maintain an efficient, fair and impartial complaint resolution process.
    3) Establish and encourage the widespread use of a fair alternative dispute resolution (ADR) program that facilitates the early, effective and efficient informal resolution of disputes.
    4) Establish an internal complaint process to include suspense date that has been approved by DOE-SR Develop a tracking and monitoring system that permits the company to identify the location, status, and length of time elapsed at each stage of the company's complaint process, the issues and the bases of the complaints, the aggrieved individuals/complainants, the involved management officials and other information necessary to analyze complaint activity and identify trends.
    5) Identify, monitor and report significant trends reflected in complaint processing activity monthly to DOE-SR. Analysis of data relating to the nature and disposition of EEO complaints can provide useful insight into the extent to which an company is meeting its obligations to equal employment opportunity laws, regulations, executive orders and guidances.
    6) Maintain a system that collects and maintains accurate information on the race, national origin, sex and disability status of company employees.
    7) Maintain a system that tracks applicant flow data, which identifies applicants by race, national origin, sex and disability status and the disposition of all applications.
    8) Maintain a tracking system of recruitment activities to permit analyses of these efforts in any examination of potential barriers to equality of opportunity.
    9) Identify and disseminate best workplace practices.

F. Responsiveness and Legal Compliance
    1) Ensure that they are in full compliance with the laws, regulations, guidances, orders and other written instructions.

Reporting

- The contractors will provide monthly reports on the status of activities undertaken pursuant to its equal employment opportunity and diversity programs and annually are required by Executive Order 11246