

ATTACHMENT J.1

APPENDIX A

ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES

**Applicable to the Operation of
Ernest Orlando Lawrence Berkeley National Laboratory**

Contract No. DE-AC02-05CH11231

**Table of Contents
Appendix A**

**ERNEST ORLANDO LAWRENCE BERKELEY NATIONAL LABORATORY
ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES**

	Page No.
SECTION I - INTRODUCTION.....	J-A-3
SECTION II - COMPENSATION	J-A-4
SECTION III - ANCILLARY PAY COMPONENTS	J-A-5
SECTION IV - PAYMENTS ON TERMINATION OF EMPLOYMENT	J-A-8
SECTION V - LABOR RELATIONS	J-A-8
SECTION VI - STAFF SETTLEMENT COSTS	J-A-9
SECTION VII - LEAVES.....	J-A-9
SECTION VIII - TRAINING, EDUCATION AND DEVELOPMENT	J-A-10
SECTION IX - EMPLOYEE PROGRAMS	J-A-12
SECTION X - COSTS OF RECRUITING PERSONNEL	J-A-13
SECTION XI - SPECIAL PROGRAMS.....	J-A-14
SECTION XII - REDUCTIONS IN CONTRACTOR EMPLOYMENT	J-A-15
ADDITIONAL REFERENCES	J-A-19

SECTION I - INTRODUCTION

- (a) This Advance Understanding is intended to document the principles and measures for evaluation of the Contractor's Human Resource Management (CHRM) programs and other items of allowable personnel costs and related expenses not specifically addressed elsewhere under this contract. LBNL employees are covered by University personnel policies and the terms of this contract. Accordingly, costs incurred pursuant to University policy and other terms of this contract are allowable and are not otherwise specifically set forth in this appendix. LBNL implementation of University policy may include specific adaptations and variations when approved by the University. Any changes to the personnel policies or practices in place as of the effective date of this contract which would increase costs, is subject to approval in advance by the Contracting Officer.
- (b) LBNL CHRM programs will comply with the Federal Acquisition Regulation (FAR) cost principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulation (DEAR), for all HR programs, including but not limited to Compensation, Health and Welfare Benefits, Pension Plans, Training and Development, Employee Morale, Employee and Labor Relations, Recruitment and Relocation. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR.
- (c) This Appendix A may be modified from time to time by agreement of the Parties. Either Party may, at any time request that this Appendix A be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by executing an Advance Understanding modification as approved by the DOE Contracting Officer.
- (d) The Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.
- (e) The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer. The Contractor recognizes that the Contracting Officer or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting requests.
- (f) It is understood that no provision of this Appendix can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.

- (g) For purposes of this Appendix, "Laboratory Director" may include other individuals as specified in writing to have the authority to act on his or her behalf.
- (h) If not otherwise unallowable per the terms of the contract, including the requirements of FAR Subsection 31.201-2, and of applicable FAR and DOE cost principles, UC corporate benefit program costs are considered allowable provided such benefits are granted in accordance with University policies and are distributed to all University departments on an equitable basis.

SECTION II - COMPENSATION

(a) Salary increases.

- (1) The Contracting Officer's approval of compensation actions pursuant to H.21(c) will consider:
 - (i) relative alignment of proposed salaries with subordinate levels;
 - (ii) available market data, comparing total-cash compensation;
 - (iii) total compensation relative to the maximum compensation reimbursement level, per the Bipartisan Budget Act of 2013 (BBA), Section 702, Limitation on Allowable Government Contractor Compensation Costs.

(b) Administrative stipends.

- (1) Administrative stipends for temporary assignments. An administrative stipend may be paid to any employee who is temporarily assigned responsibilities of a higher level position or other significant duties not part of the employee's regular position. The sum of stipend and base salary shall not exceed the maximum salary of the higher level position. The Laboratory Director may authorize an administrative stipend up to 15% of the appointee's annual base salary or not less than the minimum of the range of the higher level responsibilities for a period not to exceed two years. For Scientific management temporary assignments, the Laboratory Director may authorize an administrative stipend up to 30% of the appointee's annual base salary or not less than the minimum of the range of the higher level responsibilities for a period not to exceed two years. The entire amount of all stipends shall be removed when the employee reverts back to their original position.
- (2) Faculty Division Directors. An administrative stipend may be paid to a Faculty Division Director which is calculated as a percentage of their annualized base salary figure determined by the campus. The receipt of the stipend will continue for the individual's tenure in the position.

- (3) Faculty in Scientific and Engineering (S&E) management assignments. An administrative stipend up to 30% may be paid to Faculty in S&E management assignments, which is calculated as a percentage of their annualized base salary figure determined by the campus. The receipt of the stipend will continue for the individual's tenure in the position.
 - (4) All stipends shall be reported annually to the Contracting Officer by December 15th.
- (c) Compensation Increase Plan (CIP).
- (1) The Contractor shall submit the CIP proposal 90 days prior to the beginning of the succeeding fiscal year.
 - (2) In order to pay "on-market-on-average," in the calculation of market position, Laboratory salary data shall be matched to survey data as of April 1, the midpoint of the fiscal year.
 - (3) The CIP shall be expressed as a percentage of the projected September 30 reimbursed base payroll.
 - (4) The Contractor is authorized a Promotion/Adjustment fund of up to 1% of base reimbursed payroll. Additional funding for promotions/adjustments shall be included in the CIP request as a discrete line item.
- (d) Payment of University of California Faculty.
- (1) Faculty compensation reimbursed to the home institution for the percentage of time worked at the host institution shall be paid at the salary and fringe benefit rates established by the home institution.
 - (2) Faculty compensation paid directly for summer service will be in accordance with University of California Academic Personnel Policy, based upon the salary rate established by the home institution.
- (e) Special De Minimus Teaching Arrangement with University of California campuses.
- (1) Scientists and Engineers, in addition to accomplishing their LBNL responsibilities, are authorized to teach one course in the subjects of science, engineering or math every two years at any University of California campus.

SECTION III - ANCILLARY PAY COMPONENTS

(a) Modified workweek.

The Laboratory Director may designate a workweek of less than five days within a pay week for selected employees, or groups of employees, when warranted.

(b) Extended workweek.

(1) An extended workweek is an established workweek which exceeds 40 hours each week for a period which it is anticipated will extend beyond four consecutive weeks.

(2) When deemed essential to the performance of work under this contract, an extended workweek may be established at the Laboratory.

(c) Operational workweek.

(1) An "operational workweek" is a workweek established when overtime is required for field or test activities away from regular Laboratory sites. Such workweeks are normally for 54 hours per week, but may be for more.

(2) An exempt employee assigned to an operational workweek may be paid supplemental pay calculated at a prorated percentage of the monthly base salary.

(d) Shift differential.

A shift differential shall be paid to each nonexempt employee who is required by management to work an assigned swing or owl shift, in the amount of 7.5% for swing shift and 15% for owl shift.

(e) Call-in pay.

Any nonexempt employee called in for emergency work outside of his/her regularly scheduled hours shall be paid at least four hours at his/her straight-time hourly rate or for all hours worked at the applicable overtime rate, whichever is greater.

(f) On-call pay.

The Laboratory is authorized to pay exempt employees assigned to restricted on-call duty a flat rate amount not to exceed \$60 for each 24 hour period provided they are on-call for a minimum of 15 hours within a 24 hour period during the employee's normal workweek. The flat rate maximum may be increased on an annual basis not to exceed the CIP authorization for professional/administrative/technical employees. Unrestricted on-call is unpaid.

(g) Call-at-Home Pay.

The Laboratory is authorized to pay nonexempt employees up to one and one-half times the appropriate rate for all time actually worked or a minimum of one hour at one and one-half times the appropriate rate, whichever is greater, as the result of being called at home outside of normal work hours, with or without prior notice, to perform emergency work unable to be accomplished through remote electronic access.

(h) Duty Officers.

Duty Officers are Laboratory employees required to remain on site outside of normally scheduled working hours so as to be promptly available. Exempt employees assigned as on-site duty officers shall be paid \$115.00 for each 24-hour period in a weekend or holiday shift worked.

(i) Special allowances.

(1) Temporary domestic assignment allowances shall be consistent with AL 2013-01 dated October 18, 2012 entitled "Contractor Domestic Extended Personnel Assignments."

(2) Foreign temporary assignment allowances. Allowances payable for official temporary change-of-station assignments in foreign areas will be at rates established by the U.S. Secretary of State.

(3) Pre-Retirement Counseling. Round trip travel expenses for an employee whose permanent duty station is outside of California may be reimbursed.

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

(k) Visiting Postdoctoral Fellows Benefit Plans. The Laboratory Director is authorized to implement a Supplemental Benefits Program for employees in the Visiting Postdoctoral Fellow employee classification. The Supplemental Benefits Program will be in addition to the current Mid-Level Benefits Package provided to this group of employees. The complete benefits package for this group of employees will be comparable to the University of California Postdoctoral Scholar Benefits program minus the Long-Term Disability Insurance.

The Laboratory may utilize a Third-Party Administrator for the administration of the above noted benefits. Increased costs for the Third Party Administrator for these benefits, or an increase in the level of benefits, will require advance approval from the Contracting Officer.

An annual report on costs and enrollment in the Visiting Postdoctoral Fellows benefit plans and Third Party Administrator costs will be provided to the Contracting Officer.

SECTION IV - PAYMENTS ON TERMINATION OF EMPLOYMENT

- (a) Sick leave. Accumulated sick leave is not payable upon termination and may not be used beyond a predetermined date of termination.
- (b) Vacation.
 - (i) Accumulated vacation is payable at termination or upon extended military leave at the rate in effect as of the date of termination, including any shift differential.
 - (ii) Transfer of Credit.

When an employee changes employment between a Laboratory and a campus, medical center, or Office of the President of the University of California, vacation credit is transferred to the Laboratory or UC entity including the funds supporting the vacation credit.

- (c) Termination assistance is authorized in accordance with the UC-Managed DOE National Laboratories Policy on At Will Upper Management Personnel.

SECTION V - LABOR RELATIONS

- (a) Collective bargaining.

Costs of fringe benefits and wages paid to employees under collective bargaining agreements are allowable. All other reasonable costs and expenses, such as expenses relating to the grievance process, arbitration and arbitration awards, and other costs and expenses incurred pursuant to applicable collective bargaining agreements and revisions thereto, are also allowable.
- (b) Grievance and complaint costs.
 - (1) The Contractor may pay as an allowable cost the entire costs or some portion thereof for services rendered by a non-Laboratory hearing officer.
- (c) Bargaining Unit Activity.

Pay for absences from work by employees acting in the capacity of union officers, union stewards and committee members for time spent in handling grievances, negotiating with the Laboratory, and serving on labor management (Laboratory) committees, are allowable.

SECTION VI - STAFF SETTLEMENT COSTS

- (a) Staff Settlement Costs - The Contractor is authorized to resolve claims settlements up to \$25,000 without the advance approval of the CO. Workers' compensation claims settlements shall be in accordance with H.24.

SECTION VII - LEAVES

- (a) Security Leave.

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

Transfer. An employee who is transferred to an available position not requiring access authorization may continue to receive the employee's base compensation applicable to the position from which the employee was transferred until final disposition of the case.

Leave. If a position which does not require access authorization is not available, the Laboratory Director may place the employee on leave with pay at his or her base compensation until final disposition of the case.

Reinstatement. If access authorization is reinstated during or at the conclusion of the administrative review process, the employee shall be reinstated to the same or a comparable position to the one held prior to suspension of access authorization.

This section VII (a) does not apply to applicants who have not entered on duty or any employee discharged or suspended for cause under the Laboratory policies.

- (b) The following leave policies are authorized in accordance with Contractor policies, and/or any applicable State or Federal law.

Administrative Leave
Anticipated Power Interruptions Leave
Authorized Leave with Pay
Family and Medical Leave
Holidays
Investigatory Leave
Military Leave

National Defense Leave
Parental Leave
Personal Leave (Leave Without Pay)
Pregnancy Disability Leave
Professional Development Leave
Public Emergency Leave
Sick Leave
Supplemental Family Leave
Vacation
Workers' Compensation and Injury Leave

SECTION VIII - TRAINING, EDUCATION AND DEVELOPMENT

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

(1) Training.

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

(2) Education.

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

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

(3) Development.

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

(b) Professional research or teaching leave. To promote the continuing professional growth and competence of employees, the Laboratory Director may grant partially subsidized leave, as described below, to a limited number of exempt employees. Such leave, to be known as professional research or teaching leave, may be spent at appropriate institutions within the United States or abroad.

- (1) The period of leave may not exceed twelve months.
- (2) Salary payments to an employee on professional research or teaching leave may not exceed the following schedule:

<u>Years of Service or Years Since Last PR or T Leave</u>	<u>PR or T Leave Not to Exceed to Six months</u>	<u>PR or T Leave 7-12 Months</u>
4 years	.89 salary	.44 salary
4 1/2 years	Regular salary	.50 salary
5 years	Regular salary	.56 salary
5 1/2 years	Regular salary	.61 salary
6 years	Regular salary	.67 salary
7 years	Regular salary	.78 salary
8 years	Regular salary	.89 salary
9 years	Regular salary	Regular salary

- (3) Cost of travel shall not be reimbursed by the Contractor.
- (4) Vacation and sick leave shall not accrue to the individual while on professional research or teaching leave.
- (5) If the employee voluntarily leaves Laboratory employment within one year of returning from leave, he or she must reimburse the Laboratory for all salary paid to him or her while on leave.

(c) Professional renewal leave. The Laboratory Director may grant professional renewal leave to a limited number of Laboratory managers for furtherance of Laboratory objectives. The purpose of professional renewal leave is to provide these individuals an opportunity to attach themselves to external organizations and/or programs for the purpose of professional revitalization and development. These temporary external assignments shall be approved based on technical and programmatic relevance to assure mutual benefit to both the Laboratory and employee. General provisions:

- (1) Candidate must be either a recognized senior scientific or management series employee for whom it would not normally be practical to utilize either the advanced study program or the professional research or teaching leave.

- (2) The period of leave shall not exceed six months.
 - (3) Salary payments, vacation, sick leave, and other benefits shall continue as if the employee were in full duty status at the Laboratory.
 - (4) The Laboratory may provide travel support in accordance with this contract.
 - (5) If the employee voluntarily leaves Laboratory employment within one year of returning from leave, he or she must repay the Laboratory all funds provided in accordance with (3) and (4) above.
- (d) Graduate Student Research Assistants (GSRA) fee remission program. GSRA's may receive tuition, fee remissions, and health insurance benefits as determined by University policies.

SECTION IX - EMPLOYEE PROGRAMS

- (a) Service/Retirement/Non-Performance awards.

The Contractor is authorized to provide monetary or non-monetary recognition for achievements not based on performance. Awards may include, for example, Length of Service/Retirement Recognition; Safety Awards; Suggestion Program. The cost of awards for this program is not to exceed \$50,000 per fiscal year without prior approval of the Contracting Officer.

- (b) Performance award programs.

- (1) The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.
- (2) Up to 0.2%, of the total salary base may be spent to fund performance award programs. Costs in excess of the authorized amounts shall require advance approval of the Contracting Officer.

- (c) Employee Referral Incentive Program (ERIP). The Laboratory Director is authorized to implement an Employee Referral Incentive Program. Contracting Officer approval is required for all changes to policy impacting bonus maximums.

- (d) Employee Communications. The costs incurred in the publication, printing and distribution of a newsletter, handbooks and other employee communication media designed to effectuate better employee relations and understanding of

Appendix A and current employment regulations shall be reimbursed and managed in a cost effective manner.

(e) Other.

(1) The Contractor may develop, administer and support a variety of employee programs that will enhance employee morale. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Laboratory support may include administrative oversight and staff support. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. The level of Laboratory financial support for these programs is not to exceed \$16 per employee (full time or part time), per fiscal year. Expenditures under this program shall require the approval of the Laboratory Director.

(2) Wellness program. Costs of a Wellness Program to promote employee health and fitness are allowable.

(3) Dependent Care.

The Laboratory is authorized to provide a dependent care benefit program as a fringe benefit.

If applicable, the Contractor shall sub-contract the operation of a dependent care center. Support costs for labor, materials, and supplies expended for the operation of a dependent care facility are unallowable. The facility must be for the exclusive use of Laboratory employees. Expense items such as utilities, maintenance, food services, medical services, or supplies already used in support of site operations and readily available are allowable. The cost of meals shall not be allowable.

(f) Energy Employees' Occupational Illness Compensation Program Act (EEOICPA).

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

SECTION X - COSTS OF RECRUITING PERSONNEL

(a) The Contractor may incur costs for the recruitment of personnel, as follows:

(1) Costs of advertising and agency and consultant fees shall not exceed \$1,000,000 annually without prior Contracting Officer approval.

- (2) Recruiting Expenses - The Laboratory may reimburse, consistent with other provisions of this contract, employees traveling for recruiting purposes, the actual cost incurred for the following expenses, transportation, lodging, and meals for the interviewee and, when approved by the Contracting Officer, for spouses, and other incidental expenses incurred in recruiting.
 - (3) New or prospective employees who have been offered and have accepted a position, and who are required to take a pre-placement physical examination, shall be reimbursed for costs of the physical examination.
 - (4) Costs associated with pre-employment screening shall be allowable.
- (b) Recruitment/Retention Tools.
- (1) The Contractor may pay a sign-on bonus to recruit employees with critical skills.
 - (2) An annual retention bonus is authorized to retain employees with critical skills or whose expertise is critical to the completion of a specific project.
 - (3) The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or external organization. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits (i.e., vacation accruals, vesting, or severance – unless severance has been paid for prior service as indicated in Clause H.21(c)(1)(D), in accordance with the contractor's policies.

SECTION XI - SPECIAL PROGRAMS

- (a) Academic cooperation program. The Laboratory Director may approve the assignment of certain selected individuals at the graduate or undergraduate level, who are currently enrolled in recognized colleges or universities, to projects proposed by the college or university and approved by the Contractor. Such assignments are to be made primarily to further the individual's training, experience and education. The training the individual receives will be credited by the academic institution. Individuals approved by the Laboratory Director under this program may be reimbursed a daily subsistence allowance in accordance with this Appendix for each day of Laboratory attendance.
- (b) Special employment programs. The Laboratory Director may authorize the administration of special employment programs for students at the postgraduate, graduate, undergraduate, and pre-college levels. The Laboratory Director may also authorize the administration of special employment programs for school teachers to advance science curriculum development in the schools. Costs

associated with salaries, transportation, and relocations shall be in accordance with Contractor policies and Section I (b) above and shall be reported annually to the Contracting Officer. Internship or membership fees associated with nationally recognized programs that are paid to other institutions in support of these programs are allowable. A description of the Contractor's special employment programs shall be provided to the Contracting Officer annually.

- (c) Fellowship programs. The Contractor may incur costs associated with participation in programs (e.g., consortium arrangements such as the National Physical Sciences Consortium for Graduate Degrees for Minorities and Women and the National Consortium for Graduate Degrees for Minorities in Engineering, DOE/Contractor academy/leadership programs, Laboratory science education initiatives) to provide graduate fellowships to students in science and engineering. Costs associated with employment of students shall include salaries, transportation, and relocation. A description of these programs shall be provided annually to the Contracting Officer.
- (d) Lectures - Honoraria - travel and subsistence
 - (1) The Laboratory Director may approve the payment of either a stipend, or an honorarium and costs of travel and subsistence, for a person chosen to give a lecture to or discuss problems of interest with Laboratory employees.
 - (2) When payment of travel, subsistence, and honorarium is authorized, an honorarium or stipend in excess of \$2,000 shall require the Laboratory Director's approval.

SECTION XII - REDUCTIONS IN CONTRACTOR EMPLOYMENT

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

- (a) Workforce Restructuring Actions
 - (1) The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

RESTRUCTURING ACTION	#EMPLOYEES POTENTIALLY IMPACTED	ACTION REQUIRED
Voluntary	100 or more	CO Notification
Involuntary	100 or more	CO Approval

- (A) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters:
- a. In accordance with approved laboratory/contractor policies;
 - b. No enhanced benefits (e.g. additional severance, pension, or other benefits in excess of those provided for under Contractor's policies and collective bargaining agreements);
 - c. No backfilling (internally or externally) or re-employment of employees for a one-year period after severance is paid. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the SSVSP. Notwithstanding the above, backfilling is permitted where a separating employee is replaced by an internal candidate provided that:
 - i. The separating employee is leaving voluntarily;
 - ii. The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, etc.;
 - iii. The replacement results in a net reduction in headcount and costs of regular employees; and
 - iv. The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
 - d. A business case is submitted 5 business days in advance of notification date that include maximum number of voluntary reductions, maximum dollars, positions/skills impacted; reasons reductions are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work, copy of self-select waivers, and communication plan; and
 - e. Voluntary reductions are offered to all eligible employees in an operational unit (i.e., organization, direct/indirect category, etc.)

- (B) Actions requiring approval will additionally require a workforce restructuring plan (hereinafter, Specific Plan) prepared in accordance with DOE policy.
 - (C) Approval actions shall be submitted a minimum of 10 business days prior to announcement to employees.
 - (D) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
 - (E) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the DOE site counsel, as applicable, prior to notification of employees selected for involuntary separation.
 - (F) Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:
<http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.
 - (G) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions. Notwithstanding anything to the contrary, Section I.98 – DEAR 970.5228-1 (Insurance – Litigation and Claims) of the Contract shall govern any claims that may arise out of voluntary and involuntary separation actions.
- (2) Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved or Contractor Management approved active reduction in force plan or action will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off. Severance not associated with workforce restructuring is unallowable.

- (3) Severance pay benefit.
 - (A) For nonprobationary career employees, the severance payment shall be made in an amount equal to one week's pay for each year of continuous full-time equivalent service (a fractional year of full-time equivalent service of six months or more is counted as one year of service) not to exceed a total of 26 weeks pay.
 - (B) For Upper Laboratory Management and Senior Management Group, the severance payment shall be in an amount equal to four months' salary.
- (4) Pay in lieu of notice. Any employee who is involuntarily separated due to a workforce restructuring action may be given pay in lieu of the required minimum written notice of termination. Accumulated vacation credit is also paid.
- (5) The Contractor, to the extent practicable, shall provide outplacement services in the forms of skills assessment and resume preparation to those employees who are involuntarily separated due to a layoff.
- (6) Employees placed on layoff status who have completed the entry probation period may be eligible for continued participation in the DOE Displaced Worker Medical Benefits program with premiums supplemented by the Contractor based on the following schedule:
 - (A) First Year: The Contractor's contribution for an active employee
 - (B) Second Year: One half of the Contractor's Cobra premium
 - (C) Third and subsequent years: Reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

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

ADDITIONAL REFERENCES

SECTION III - ANCILLARY PAY COMPONENTS

Overtime.

Clause I.21 FAR 52.222-4 (Contract Work Hours and Safety Standards Act—Overtime Compensation)

I.85 DEAR 970.5222-2 (Overtime Management)

SECTION V - LABOR RELATIONS

I.19 FAR 52.222-1 (Notice to the Government of Labor Disputes)

I.84 DEAR 970.5222-1 (Collective Bargaining Agreements—Management and Operating Contracts)

FAR 31.205-21 (Labor Relations Costs)

SECTION VII - LEAVES

Community Service Leaves

FAR 31.205-(1)(e)(3) (Public Relations and Advertising Costs)

SECTION VIII – TRAINING, EDUCATION AND DEVELOPMENT

FAR 31.205-44 (Training and Education Costs)

SECTION IX - EMPLOYEE PROGRAMS

FAR 31.205-13. (Employee Morale, Health, Welfare, Food Service, and Dormitory Costs and Credits)

SECTION X - COSTS OF RECRUITING PERSONNEL

Recruitment Costs

FAR 31.205-34

Relocation Costs

FAR 31.205-35

SECTION XII – REDUCTIONS IN CONTRACTOR EMPLOYMENT

Severance

FAR 31.205-6 (g) (Compensation for Personal Services (Severance))