

11/28/2011

**The Department of Energy (DOE) Savannah River
Operations Office (SR)**



**Workforce Restructuring Plan
Fiscal Year 2012**

11/28/2011

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I. INTRODUCTION

A. EXECUTIVE SUMMARY

Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Section 3161) directs the Secretary of Energy, upon a determination that a change in the work force is necessary at a Department of Energy (DOE) defense nuclear facility, to develop a plan for workforce restructuring in consultation with affected stakeholders. The objectives of such a plan (often referred to as a “general” plan) are to minimize involuntary separations, reduce the social and economic impact of restructuring on individuals who are involuntarily separated, and mitigate the detrimental effects of restructuring on the surrounding communities, including through, where possible, retraining, attrition, and other options such as voluntary or self-select separation programs, to minimize layoffs. DOE has a general plan for DOE-Savannah River that establishes the general framework for any restructuring of the contractor work force at the DOE-Savannah River Site (SRS).

This workforce restructuring plan (Plan) for a contractor self-select program (SSP) and involuntary separation program (ISP) has been developed by CONTRACTOR NAME. This WFR Plan is submitted consistent with the purposes and policies of Section 3161 of the National Defense Authorization Act for Fiscal Year (FY) 1993, DOE Order 350.1, Chapter III, Reduction in Contractor Employment; DOE’s general restructuring plan for Savannah River Site (SRS); and applicable DOE policy.

B. PREFACE

The vision of SRS is to be a long term national asset viewed with confidence by the public. SRS workers will be effectively employed in service to our nation in national security, clean energy and environmental stewardship. This will be achieved through application of our management core competencies in nuclear materials, spearheaded by SRNL. The SRS Vision and Strategic Plan are directly aligned with the mission of DOE. This Vision and Strategic Plan is applicable to SR and to all the contractors reporting to SR.

As SR and site contractors manage resources to accomplish this mission, there may be a need to reduce the work force to the level necessary to complete the scope of work.

This Plan seeks to meet the objectives of Section 3161 consistent with budget constraints and the mission needs of the SRS. The objectives of the Plan are to:

- Minimize involuntary separations,
- Minimize the impact of restructuring on individuals who are involuntarily separated,

- Mitigate the detrimental impact of restructuring on the surrounding communities,
- Maintain the integrity of the core competencies required to carry out the missions of the SRS, and
- Restructure and reorganize SRS operations as appropriate to support the Department's strategic objectives within available funding.

SCOPE STATEMENT

Work Force Management Strategy

Because of projected completion, reduction, and/or suspension of selected work scope CONTRACTOR NAME is required to reduce the current work force to the level necessary to complete the scope of work currently planned. Planned reductions include up to NUMBER “full-service” (i.e., regular, permanent) employees and approximately NUMBER subcontractors and construction Craft workers who are not employed by CONTRACTOR NAME.

CONTRACTOR NAME will manage this WFR by offering a Self Select Program (SSP), whereby employees volunteer to be involuntarily separated and, if necessary, an Involuntary Separations Program (ISP) that reduces the staffing of permanent, full-service employees with benefits as specified in this WFR Plan, including Section 3161 Preference-in-Hiring Provisions for eligible ISP-impacted employees, in accordance with DOE policies concerning Contractor workforce restructuring and the DOE general workforce restructuring plan for DOE-SR.

SRR will give employees as much advance notice of pending workforce reductions as is practicable and SRR will comply with all statutory notification requirements as applicable. All WFR costs will be covered through program funds; no Section 3161 funds are available.

II. ROLES AND RESPONSIBILITIES

A. STAKEHOLDER INPUT

Upon a determination that the work force at a DOE defense nuclear facility may need to be restructured, Section 3161 requires DOE to develop a workforce restructuring plan in consultation with appropriate representatives of state and local governments, appropriate representatives of affected employees, and other affected Site stakeholders. DOE-SR is committed to ensuring stakeholder involvement in developing policies regarding workforce restructuring for the SRS and will:

- Notify stakeholders and make this draft workforce restructuring plan available on the SRS web site for at least a 7-day comment period.

- Analyze comments received.
- Make changes to the draft plan in light of stakeholder comments, as appropriate.
- Send copy of the final plan to DOE Headquarters offices for approval.
- Transmit the approved plan to Congress.
- Distribute the approved Plan and post it on the SRS website.

Workforce Restructuring Plan Key Elements

The key elements of this Workforce Restructuring Plan are as follows:

- Define the scope for the specific programs and prioritize projects and activities to be accomplished this year and beyond.
- Identify work force skills and resources needed to accomplish the continuing scope of work.
- Design and implement voluntary and involuntary separation programs to achieve an appropriate skill mix for accomplishing the identified scope.
- Approval of all self-select applications will be at the sole discretion of CONTRACTOR NAME Senior Management based on the ability of the organization to absorb the loss of the individual's knowledge, skills and abilities without backfilling or rehiring through external hiring. CONTRACTOR NAME reserves the right, in its sole discretion and in compliance with all applicable laws and regulations, to approve or deny any employee's SSP application.
- Involuntary separations for exempt/Selected Overtime Position (SOP) personnel selections will be based on results of the scope-driven ranking process with numerical values that will determine /identify which employees will be impacted. Nonexempt selections will be based on work scope elimination, established site seniority and CONTRACTOR NAME'S Nonexempt Increase/Decrease policy. In limited cases a less senior more qualified employee may be retained over an employee with more seniority based on documented differences in employee skills.
- Use existing on-the-job training programs, where practicable to retrain minimally qualified employees and adjust work force to fill needs as appropriate.
- Provide outplacement services for separated employees through state agencies and other resources as available.

In order to make beneficial use of the skills and experience of incumbent employees, CONTRACTOR NAME will, prior to any involuntary separations, reassign workers with needed skills to other site projects, reduce staff augmentation personnel and retrain workers where possible. Where skill gaps exist or emerge, CONTRACTOR NAME will utilize redeployment strategies allowing for more rapid and fluid movement of workers to meet project demands. Some skills gaps that cannot be filled through internal transfers may be filled through external hiring; external hiring will be strictly limited to critical skills essential to program work execution that either are unavailable within the existing work force, or cannot be developed, within 90-

120 days, through retraining existing employees. Positions that are eliminated during the SSP or ISP cannot later be backfilled through external hiring. These actions must also balance labor and non-labor costs as best aligned with current and future needs and incorporate any productivity improvements. Projected normal attrition (~3%) is not expected to be a factor to assist in the reduction of the existing work force due to the low level of attrition the site has experienced during recent WFR activities. The availability of alternative employment could have a significant impact on employees' decisions to participate in a SSP. Within these parameters, acceptance of applications for participation in the SSP and selection of individual employees for the ISP will be at the discretion of CONTRACTOR management.

B. DOE-SR RESPONSIBILITIES

DOE-SR is responsible for establishing workforce restructuring policy and developing the Section 3161 Plan. The contractor shall obtain prior DOE-SR and DOE approval for any workforce restructuring separation programs involving more than 100 employees over a twelve-month period (see procedures outlined below page 10). DOE-SR will evaluate the contractors' implementation of this Plan. Consistent with its obligations under Executive Order 11246 of September 24, 1965, as amended by Executive Order 12086 of October 5, 1978, the Department will particularly scrutinize any proposed workforce restructuring actions involving 50 or more employees within a twelve-month period for possible disparate impact on minorities and other protected classifications of employees.

C. THE ROLE OF SR CONTRACTORS

1. The Employers

While the contractors are not specifically identified as stakeholders by Section 3161, they cannot realistically be excluded from the process of developing workforce restructuring policy. The information they supply is used to evaluate the existing work force and to determine the need for restructuring. The contractors, not DOE, are the employers of the workers who may be affected by workforce restructuring activities and as such have responsibilities to those employees. The contractors must terminate the employment of separating employees and it is also the contractors that must implement the workforce restructuring Plan developed by DOE. The contractors may also be parties to collective bargaining agreements covering some employees. The M&O Contractor and the Liquid Waste contractor sponsor the site's multiple employer pension plan and other benefit plans and they are responsible for the management and administration of those benefit plans.

The contractors will perform their own workforce planning consistent with the DOE Section 3161 Plan. Subject to DOE approval, the contractor's workforce restructuring

plans may also be multi-year restructuring action plans, which may need to be revised and updated periodically.

2. Communications

Timely and accurate communication with employees is essential. The contractors shall comply in all respects with the requirements of DOE Orders and guidelines regarding announcement of workforce restructuring actions. No communications will occur until approval is received from the Contracting Officer. Once DOE approval is received, the contractors shall communicate information regarding workforce restructuring to the employees before releasing any information to the news media. The contractors will ensure all information intended for release to internal or external audiences is consistent with all legal and contractual requirements, including any applicable personnel policies.

III. PLANNING

A. PLAN APPLICABILITY

This Plan supersedes the prior SRS 3161 Plans dated April 28, 2009 and earlier. The new Plan is open-ended without a termination date. Therefore, unless amended, withdrawn, or replaced, it will provide the guidelines for all future workforce restructuring actions involving operations conducted at SR, consistent with each contractor's respective DOE contract. The benefits described in this Plan are subject to the availability of funds. It is DOE-SR policy that Displaced Worker Medical Benefits (described below) and outplacement assistance benefits (as provided by the Employment Security Commission in the State of South Carolina and the Department of Labor in the State of Georgia) are to be offered to all eligible displaced employees. However, changes in this policy may be made depending on the circumstances of the restructuring actions and availability of funds. Involuntarily separated employees who meet applicable requirements set forth in Section V.C.1 of the Plan will be entitled to the Section 3161 rehiring preference detailed below. Any "enhanced benefits" requested by the contractors (i.e., benefits above and beyond those legally required and/or already a part of the contract) are subject to Department approval and the availability of funds. Although this Plan applies to contractor and subcontractor employees, it does not necessarily provide all the employees (contractor or subcontractor) with the same benefits.

B. TIMING OF NOTIFICATION OF WORKFORCE RESTRUCTURING

Contractors' requests to implement workforce restructuring actions should be provided to DOE as early as possible so that advance notice may be provided to the work force and the community, with an objective of 120 days' notice to employees and the community for development of a workforce restructuring plan prior to the involuntary separations (other than

for cause) of employees. Contractors are required to allow 48-hours following approval by Headquarters of the contractor's plan before implementing the plan. This "48 hour hold" gives the contractors time to notify Congress of the upcoming workforce restructuring actions prior to any public announcement by DOE or the contractor.

Any involuntary separation will also be conducted consistent with DOE Orders and guidelines, and applicable laws and regulations. If the Worker Adjustment and Retraining Notification (WARN) Act is applicable to a particular involuntary workforce restructuring program, affected employees will be given written notice consistent with the applicable legal requirements prior to their separation. The WARN notice will come from the contractor pursuing the separation activity.

The Department recognizes that any planned reduction in employment levels at SR could cause a high level of anxiety within the work force. To minimize this anxiety, the contractors will communicate frequently, openly and honestly with employees.

C. WORKFORCE PLANNING

The Department and its and contractors will continually review the skill mix necessary to carry out future missions at SR and how those skills compare to those of the existing work force. Uncertainties regarding missions, as well as the skills that will be needed to accomplish future missions, make detailed, long-range planning and projections extremely difficult.

1. Skills Inventory

The contractors will maintain an inventory of the skills of its respective work forces and update it annually. The skills included in the inventory are those that employees already possess and can readily demonstrate. The contractors will complete an updated skills inventory and assessment of skills needed prior to any workforce restructuring involving employee separations. Employees should be encouraged to ensure that the information available accurately reflects all their education, retraining, certifications, etc.

In order for the skills inventory to be of maximum benefit to the employee and contractor alike with respect to transferring, retraining, and staffing projections, the skills inventory should be expressed in terms of the skills required to meet evolving mission requirements, as stated in occupational categories.

2. Assessment of Available Skills Relative to Skills Requirements

The contractors will prepare and maintain a rolling three-year workforce assessment reflecting: 1) projected workforce skills requirements, 2) the current composition and inventory of the skills of the work force, and 3) the feasibility of retraining existing employees to meet changing mission requirements. The assessment will be expressed

in terms of occupational categories, education, retraining, certifications, etc. Showing present employment levels and future skills requirements based on projected missions and budget estimates for the three-year period, the assessment will be updated at least annually.

3. Workforce Planning and Restructuring Strategy

DOE is responsible for determining overall workforce restructuring policy for the SRS. The contractors are responsible for implementation of DOE workforce restructuring policy and oversight of restructuring programs conducted under this Plan. Attrition will be managed to minimize the need for involuntary separations. The contractors will identify, review, and document any skills mismatches, excesses or deficiencies according to skill classification prior to conducting a voluntary or involuntary separation program.

The Department strongly disapproves hiring from the outside which has the effect of “backfilling” the positions of individuals separating as part of either a voluntary or involuntary separation program.

IV. WORKFORCE RESTRUCTURING PROGRAMS

When a voluntary or involuntary separation program is planned, the proposing contractor will fully satisfy its obligations toward any labor organization representing its employees. Prior to conducting a separation program, the contractor will give union officials representing affected bargaining units notice of the action contemplated and comply with any obligations under the National Labor Relations Act as it relates to bargaining in the situation, as well as with any procedures set out in applicable collective bargaining agreements.

A. GENERAL PROCEDURES FOR WORKFORCE RESTRUCTURING

Consistent with applicable Departmental guidance, prior DOE-SR approval is not needed for any restructuring activities involving separations of fewer than 100 employees over a twelve-month period. However, even in cases where approval is not required, the following procedures will be used to notify the DOE-SR of any restructuring actions:

- If the restructuring involves fewer than 10 employees being separated, the contractor will notify the DOE-SR of each restructuring action by e-mail.
- If the restructuring involves the separation of 10 and up to 100 employees over a twelve-month period, the contractor will notify the DOE-SR by formal letter.
- For all restructuring actions, the DOE-SR must be given at least 15-days' notice.
- All notices must contain pertinent information such as reasons, costs, dates, and numbers.

- After notification to DOE, the contractor will notify the Congressional and other stakeholders.
- Any payment of enhanced benefits beyond those already approved in a contractor's contract must be approved by the Department.

Changes in the nature or structure of a contractor's workforce which may affect 100 or more employees within a 12-month period require the advance approval of DOE-SR. The contractor must provide such information as directed by the Contracting Officer or his or her designee to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 and pertinent DOE and SR guidelines and requirements.

Consistent with its obligations under Executive Order 11246 of September 24, 1965, as amended by Executive Order 12086 of October 5, 1978, the Department will particularly scrutinize any proposed workforce restructuring actions involving fifty or more employees within a twelve-month period for possible disparate impact on minorities and other protected classifications of employees.

B. SELF-SELECT VOLUNTARY SEPARATION PROGRAM (SS VSP)

Self-Select Voluntary Separation Program (SS VSP) allows workforce restructuring to be targeted to where reductions in the work force are needed, but also to be accomplished without excessive costs and through voluntary separations instead of involuntary separations. In order to minimize the number of involuntary separations and mitigate the impact on affected employees, the contractors should consider, in consultation with DOE-SR, the use of a Self-Select Voluntary Separation Program (SS VSP) before consideration is given to an Involuntary Separation Program (ISP) when workforce restructuring is necessary. Employees in skills classifications that have been identified as having more employees than needed, or whose voluntary separation would prevent an involuntary separation, may be offered the opportunity to volunteer for separation from employment. Each contractor will reserve the right to decide whether to accept the applications which that contractor, in its discretion, determines to be in its best interest. Contractor employees who submit applications to participate in a SS VSP will be selected based upon their verified eligibility to participate, as well as continuing mission requirements and other factors. Employees whose *voluntary* applications are accepted as being in the best interest of the employer will receive the same severance package which they would otherwise receive if they were *involuntarily* separated, together with DOE Displaced Worker Medical Benefits, as described below.

The application will reflect the understanding that if the employee becomes employed, within one (1) year from the date of the employee's separation by a SR contractor or another contractor or subcontractor (as more fully specified in the application) to the DOE or NNSA, the

employee may be required to repay a portion or all of the severance benefits received pursuant to his or her participation in the VSP.

C. INVOLUNTARY SEPARATION PROGRAM (ISP)

If it is necessary to conduct an involuntary separation, efforts will be made to minimize the number of employees involuntarily separated. Non-represented employees will be identified for involuntary separation consistent with applicable personnel policies and on the basis of non-discriminatory factors to be determined by the contractor at the time of the involuntary separation program. Examples of factors that may be relevant are: documented individual performance, seniority, the need for the individual's skills taking into account retraining possibilities, and the number of individuals with the required skills. Critical skills are not determined solely by job classification, but rather by the skills needed to accomplish continuing site missions. The transferability of skills across organizational entities, the impact of attrition, and the diversity of work experience as it relates to the overall strategic direction at the SRS may also be considered, as appropriate. Employees who are not covered by collective bargaining agreements will receive severance pay in accordance with the contractor's approved severance plan.

Represented employees covered by collective bargaining agreements will be identified for involuntary separation in accordance with any requirements in their collective bargaining agreements and will receive severance pay as provided by the severance provisions of those agreements.

Any selection or evaluation of employees that is associated with any workforce restructuring action must comply with all legal requirements, including those pertaining to equal employment opportunity and diversity, as discussed above.

v. ASSISTANCE AND BENEFIT PROGRAMS

A. RETRAINING PROGRAMS

1. Objectives

As this Plan has repeatedly emphasized, DOE believes retraining is vital to accomplishing many of the objectives of this Workforce Restructuring Plan, including: (1) minimizing loss of vital skills and knowledge, (2) minimizing negative impacts to the surrounding communities and affected employees, and (3) minimizing, to the extent practicable, the need for involuntary reductions in the workforce.

2. Retraining for Retained Employees

Once impacted individuals have been notified, the contractor may conduct a “closed job fair” specifically for impacted individuals to bid on funded vacancies at the SRS.

Successful bidders who meet the minimum requirements of an existing opening may be provided retraining to become proficient in their new position.

B. DOE DISPLACED WORKERS MEDICAL BENEFITS PROGRAM

All eligible contractor employees who separate from employment voluntarily or involuntarily (other than for cause) and who were eligible for medical insurance coverage under the contractor’s plan at the time of separation from employment are eligible for medical coverage under the DOE Displaced Workers Medical Benefits Program (DWMBP), provided they are not eligible for coverage under another plan, e.g., another employer's group health plan, the contractor’s retiree medical plan, a spouse’s medical plan, or Medicare. During the first year following separation, the contractor will continue to pay the employer portion of the medical premium share and the employee will be billed for the employee portion of the applicable monthly premium, depending on the type and level of coverage the employee has at separation. During the second year after termination, the employee will be responsible for one-half of the full Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) rate for this coverage and the contractor will pay the remainder. Beginning in the third year and continuing thereafter, the separated employee will be responsible for paying the full COBRA rate.

If an employee is eligible for coverage from another employer or a spouse's employer, but that employer's coverage contains a pre-existing condition limitation, the employee will be allowed to continue to receive benefits under the DWMBP for the pre-existing condition until the limitation period with the new employer is satisfied. Similarly, the employee may continue coverage under the DWMBP during any waiting period before coverage under a new plan is effective.

Alternatively, terminated employees may elect to continue medical coverage under COBRA, as modified by the American Recovery and Reinvestment Act of 2009. Employees will be provided a separate notice or notices, if more than one notice is required by law, of COBRA benefits.

C. HIRING PREFERENCE

1. The Section 3161 Rehiring Preference for Eligible Separated Employees

To the extent practicable, involuntarily separated contractor employees who (a) otherwise meet the eligibility requirements contained in this Plan, and (b) will receive a hiring preference with respect to vacancies for positions for which they are qualified or, to the extent practicable in the circumstances, for which they may become qualified.

Eligible employees who are involuntarily separated as a result of outsourcing or privatization will be covered by hiring preference and other provisions of this Plan and applicable bargaining agreements. However, employees will not be considered to have involuntarily separated for purposes of Section 3161 rehiring preference if they are separated as a result of: (1) termination for cause; (2) voluntary separation from employment at SR; (3) the normal completion of a contract; or (4) privatization or outsourcing where the employees laid off are offered comparable compensation with the new contractor. Additionally, to retain eligibility for the preference, individuals must recertify annually through the use of the form contained in Appendix A. Contractor Preference in Hiring Procedures are included as Appendix B.

Eligibility for the Section 3161 rehiring preference will be consistent with the Planning Guidance for contractor Workforce Restructuring dated December 1998:

Regular employees are individuals employed for an indefinite period with no specified ending date. Such employees include full-time and part-time employees. To be classified as a qualified, eligible employee under section 3161, regular employees must have been:

- Employed at a DOE defense nuclear facility on or before September 27, 1991; and
- Employed at the SRS in a full-time or part-time regular capacity on the date a workforce restructuring notice was given for a specific workforce reduction;
- Employed at a DOE defense nuclear facility full-time or on a regular part-time basis from September 27, 1991 through the date of notification, and
- Involuntarily separated (other than for cause).

Intermittent employees are individuals employed in situations that results in repeated periods of employment and unemployment, (e.g., most construction trades). To be qualified as eligible for the Section 3161 rehiring preference, intermittent employees must have been:

- Employed at any DOE defense nuclear facility on or before September 27, 1991; and
- Must have worked at such a facility within the 180 days preceding an applicable workforce restructuring notification; and
- Must have worked at a DOE defense nuclear facility a total time, including time worked prior to September 27, 1991, equivalent to having worked 40 hours per week from September 27, 1991, through the date of the notification, or have

actually worked the industry standard of full-time from September 27, 1991, through the date of the notification; and

- Must have been adversely affected by the announced restructuring at the SRS within a reasonable period of time (one year). This includes the interruption of a project before its anticipated completion, or the completion of the assignment or project without prospect for a follow-on assignment at the site where the employee had a reasonable expectation of a follow-on assignment.

Contractors engaged in operations at the SRS will implement the Section 3161 rehiring preference in accordance with the SRS Preference in Hiring Procedure (See Appendix B – “SRS Preference in Hiring Procedures”). Websites such as the Job Opportunity Bulletin Board System (JOBBS) will be utilized through the contractor and other outplacement sources to assist eligible individuals in locating vacancies within the DOE complex for which they may be qualified. JOBBS can be found at:

<https://www.jobbs.energy.gov/jobbs/bbs/index.cfm>.

2. Subcontracts and Implementation of the Section 3161 Rehiring Preference

New subcontractors and sub-tier contractors which (with any contract options) exceed \$500,000, except subcontracts for the purchase of supplies, equipment or property, will be required by contract language to accord hiring preference to displaced employees consistent with this Plan and the requirements of applicable procurement laws.

In order to ensure that hiring preference requirements are inserted into subcontracts, the DOE has developed a model clause (48 CFR (DEAR) 952.226-74) to be used as the basis for developing applicable provisions in its solicitations for new contracts and subcontracts at the SRS facilities. Subcontractors are required to maintain adequate documentation to support hiring decisions, and insert hiring preference requirements into its subcontracts.

D. OUTPLACEMENT SERVICES

To mitigate the impact of SRS employees losing jobs, local employees should seek assistance from the State of South Carolina Employment Security Commission and the State of Georgia Department of Labor.

In addition, contractors may provide outplacement services through a third party vendor, subject to the availability of funds. Impacted employees can also utilize the Department of Labor (DOL) internet site: <http://www.dol.gov/dol/audience/aud-unemployed.htm> to get information regarding job seeking.

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The DOL's services include skill assessments, workshops, assistance with resume creation and reproduction, interview techniques, job market information, resource libraries, and automated job listings.

SOUTH CAROLINA:

Individuals can find information about state-sponsored education and training, career assistance, and current vacancies at the South Carolina Employment Security website: <http://www.sces.org>. In addition, individuals may obtain additional information from the South Carolina Employment Security's Aiken One-Stop office:

1571 Richland Avenue East,
P.O. Box 2418
Aiken, SC 29802-2418

GEORGIA

Individuals can find information about state-sponsored education and training, career assistance, and current vacancies at the Georgia Department of Labor website:

<http://www.dol.state.ga.us/>

In addition, individuals may obtain additional information from:

Georgia Department of Labor's Career Center
601 Greene Street
Augusta, GA 30901-1427

11/28/2011

APPENDIX A -- STATEMENT OF INTEREST IN MAINTAINING SECTION 3161 EMPLOYMENT ELIGIBILITY

Name: _____
FIRST Middle Last

Social Security Number: _____ - _____ - _____

Address: _____
Street/Apartment Number

City State Zip Code

Telephone Number: (____) _____ - _____ (____) _____ - _____
HOME WORK

Date of Lay-Off resulting from Workforce Restructuring: _____ Month/Day/Year

Employer: _____

Position(s) held: _____

COCS Codes: (See attached form) _____

Education: (Last level completed and discipline) _____

Are you willing to relocate for employment? YES NO MAYBE

I hereby request that my name be placed on the Section 3161 Preference in Hiring List for the Savannah River Site and be considered for any job opportunities that may arise for which I am qualified. I also certify that I have not been terminated for cause from employment by a Department of Energy contractor or subcontractor while performing work at a Department of Energy site. I understand that if I wish to be considered for a hiring preference for any other DOE Contractor in the DOE Complex that I am responsible for providing preference information to the DOE Contractor with my resume and/or applications.

I ALSO UNDERSTAND THAT IN ORDER TO RETAIN PREFERENCE IN HIRING STATUS, I AM REQUIRED TO COMPLETE A NEW FORM ANNUALLY TO MAINTAIN MY PREFERENCE STATUS.

SIGNATURE DATE

Send completed form to: (Contractor)
APPROVED:

(Contractor) DATE HIRE DATE SEPARATION DATE

APPENDIX B – SAVANNAH RIVER SITE CONTRACTOR PREFERENCE IN HIRING PROCEDURES Pursuant to the Interim Planning Guidance for Contractor Workforce Restructuring, eligible employees involuntarily separated from employment (except if terminated for cause) at the SRS, or other DOE sites may be eligible for preference in hiring. Where qualifications are approximately equal, eligible individuals will be given preference in hiring consistent with applicable law, regulation, or executive order, and collective bargaining agreements.

Initially, and on an annual basis thereafter, eligible individuals must certify on the Statement of Interest in Maintaining Section 3161 Employment Eligibility, their desire to retain their hiring preference through the (contractor) Web sites such as Job Opportunity Bulletin Board System (JOBBS) will be utilized through the (contractor's) other outplacement sources to assist eligible individuals in locating vacancies within the DOE Complex for which they may be qualified. JOBBS can be found at <https://www.jobbs.energy.gov/jobbs/bbs/index.cfm>.

In order to be eligible, individuals must meet the requirements as identified below:

Regular employees are individuals employed for an indefinite period with no specified ending date. Such employees include full time and part time employees. To be classified as a qualified, eligible employee under Section 3161, regular employees must have been:

- Employed at a DOE defense nuclear facility on or before September 27, 1991; and
- Employed at such a facility within the 180 days preceding an applicable workforce restructuring notification; and
- Employed at a DOE defense nuclear facility a total time, including time worked prior to September 27, 1991, equivalent to having worked 40 hours per week from September 27, 1991, through the date of the notification, or have actually worked the industry standard of full-time from September 27, 1991, through the date of the notification; and
- Adversely affected by the announced restructuring at the SRS within a reasonable period of time (one year). This includes the interruption of a project before its anticipated completion, or the completion of the assignment or project without prospect for a follow-on assignment at the site where the employee had a reasonable expectation of a follow-on assignment.

APPENDIX C -- VOLUNTARY SEPARATION PROGRAM GENERAL RELEASE AND WAIVER

The Voluntary Separation Program (VSP) General Release and Waiver ("Agreement") is entered into by and between _____ ("Employee") and **[COMPANY NAME]** as part of Employee's voluntary election to terminate employment with the Employer.

IN EXCHANGE FOR THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

- 1) **Voluntary Termination and Agreement Not to Seek Employment:** Employee voluntarily terminates his or her employment with Employer effective _____. Absent the express written authorization of the U.S. Department of Energy (DOE) or the National Nuclear Security Administration (NNSA), Employee agrees not to be employed by the Employer or any other contractor or subcontractor to the DOE or NNSA for work performed under a contract with the DOE or NNSA for a period of one (1) year from the date of Employee's separation. This includes, but is not limited to, temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not preclude Employee from employment with a company which is providing goods or services for a DOE or NNSA facility under a fixed priced contract or purchase order and whose primary business activities are not in support of such DOE or NNSA facility.
- 2) **Waiver of Reemployment Preferences:** Employee agrees that the Employer has no obligation to reemploy Employee in the future and Employee waives any recall, rehire, or rehire preference rights under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.
- 3) **Claims Released and Waived:** Except as set forth in Paragraph 4 below, Employee, on behalf of himself or herself and any person or entity entitled to sue on Employee's behalf, waives and releases Employer, its parents, subsidiaries, and affiliates, the DOE and NNSA, and their employees, officers, directors, shareholders, agents, and successors, from any causes of action or claims, whether known or unknown, that arise out of Employee's resignation and separation from employment with Employer and any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date the Employee signs this Agreement under any federal, state or local law, including, but not limited to the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, and/or other applicable state or local laws. Employee will not assert any claim or cause of action released under this agreement in any judicial and/or administrative proceeding. Employee waives the right to obtain any legal or equitable relief in, or as the result of,

any administrative proceeding, or as the result of any judicial proceeding brought on the employee's behalf.

- 4) Claims Not Waived:** Employee does not waive:
- a) any cause of action or claims that arise out of Employee's employment with Employer that have been asserted in writing and filed with the appropriate agency or court prior to the date on which the Voluntary Separation Program was announced,
 - b) any rights or claims that "may arise" (as that term is defined under the Older Workers Benefit Protection Act) after the date this Agreement is executed,
 - c) any claims relating to pension or retiree health benefits that may be currently accrued under the Employer's retirement program,
 - d) any claims under applicable state worker's compensation laws,
 - e) any claims for occupational injuries or illnesses, including but not limited to claims arising under the Energy Employees Occupational Illness Compensation Program Act,
 - f) any other rights or claims Employer may not, by law, ask Employee to waive, including but not limited to, the right to seek judicial determination of the validity of this Agreement under the Older Workers Benefit Protection Act, or
 - g) the right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or any other federal, state or local regulatory or law enforcement agency charged with investigation of employment discrimination claims. If Employee or anyone on Employee's behalf seeks any payment in connection with a claim released by this Agreement, Employee agrees that this Agreement precludes such payment.
- 5) Continued Applicability of Employment Agreement:** The Employee agrees to continue to abide by all obligations and restrictions pertaining to:
- a) the use and protection of intellectual property as set out in the employment agreement signed by the Employee at the beginning of his or her employment at the **[ADD SITE OR COMPANY NAME]** or in any other agreements, obligations, confidentiality provisions or policies pertaining to intellectual property and/or
 - b) non-disclosure of classified information as set out in any agreement between Employer and Employee or in any other obligations, non-disclosure provisions or policies, or as otherwise mandated by applicable United States laws and/or DOE regulations and policies.

- 6) **Consideration:** In exchange for Employee's voluntary separation and execution of this Agreement, Employer will give Employee the consideration outlined in the description included with the Agreement. Employee agrees that the VSP separation pay is more than what the Employee is entitled to under the terms of Employer's existing compensation and benefits plans. Employer reserves the right to provide equivalent benefits in another form in the unlikely event that any aspect of the Program is improper under the law.
- 7) **Other Obligations Including Repayment:** Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his or her employment. If Employee becomes employed as prohibited in Paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies Employer has under this Agreement, Employer may require Employee to repay a portion or all of the payments or any benefits under this Agreement, and Employee agrees to payment.
- 8) **Waiver of Forty-Five Day Right to Consider:** Employee is advised to consider this Agreement and to consult with an attorney of his or her choice, and Employee has had the opportunity to do so. Employee has had the right to consider this Agreement for a period of at least forty-five (45) days prior to entering into this Agreement. Employee has the right to rescind this Agreement for a period of seven (7) days following execution of this Agreement by giving written notice to LIST HR PROFESSIONAL OR OTHER POINT OF CONTACT, INCLUDING ADDRESS/ROOM NUMBER. If Employee rescinds the Agreement, it shall not be effective and enforceable, and Employee will not receive any of the benefits described in Paragraph 6. Should Employee sign this Agreement before the end of the 45-day period, Employee states that Employee voluntarily and knowingly waives any right to consider the Agreement for the full 45-day period, that Employee has not been pressured to waive the 45-day period by any employee of [COMPANY NAME] including by fraud, misrepresentation or threats. Employee further states that [COMPANY NAME] has not threatened to withdraw or alter the VSP prior to the expiration of the 45-day period and that Employee has not been offered any additional benefit in order to sign the Release before the 45-day period expires. Employee has read and understands the terms and contents of this Agreement and Employee freely, voluntarily, and without coercion enters into this Agreement and agrees to be bound by its terms.
- 9) **Modification:** This Agreement can only be modified if both parties agree in writing.
- 10) **Disclosure of Required Information:** Employee has received all of the information required to be disclosed in these circumstances under the Age Discrimination in Employment Act regarding who is covered by the Program, the eligibility factors, the time limits of the Program, the ages and job titles of everyone eligible for the Program, and the ages of ineligible employees in the same job classification or organizational unit.

11) **Severability.** If a court finds any part of this Agreement not valid, the other parts will remain valid and enforceable.

Clause headings are for convenience only. They do not change the meaning of any provision of this Agreement and may not be used to interpret the Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AND CONSULT AN ATTORNEY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN PARAGRAPH 3, ABOVE, SUBJECT TO THE LIMITATIONS EXPRESSLY SET FORTH IN PARAGRAPH 4.

Agreed to:

Employee Name: _____ Number: _____
(Please Print)

Employee Signature: _____ Date: _____

Employer Representative:

Signature: _____ Date: _____