

AGREEMENT

For A

SKILLED CRAFT TRAINING PROGRAM

Formulated & Developed

By THE DOW CHEMICAL COMPANY

ROCKY FLATS DIVISION

And

THE DENVER METAL TRADES COUNCIL, AFL

Denver, Colorado

Agreement Not Copied

326-AEC

Denver Council Contract

226

Dow Chemical Co

AT(29-1)-1106 Vol 2

12/29/06  
N. Connelly  
11/4/07  
HR Schmidt

20060000891

SUPPLEMENTARY AGREEMENT  
ON  
THE PROMOTION OF  
HOURLY LABORATORY EMPLOYEES

Agreement Not Copied

CHANGES

SUPPLEMENTAL AGREEMENT  
on a  
TOOLMAKER TRAINING PROGRAM

May 21, 1956

Agreement Not Copied

May 19, 1955

## LATHE OPERATOR TRAINING PROGRAM

### PRODUCTION "A" SECTION

In order that the fourteen Lathe Operators VI now employed in Production "A" Section and commonly referred to as Machine Operator Trainees may advance themselves by their own request to the position of Journeyman Machinist, the following training program is hereby established:

1. The Company will provide for an 18 month rotation system throughout the various shops in 44 Building, namely; Room 101, East Line and West Line, Carbon Shop, Tool Grind Shop and Precision Shop. The 18 month rotation system will commence in September, 1955, and continue until March, 1957. The rotation system will provide for approximately two months training in each particular shop for the employees concerned, in addition to the time they will spend at their regular place of work.
2. A training course operated for two hours a night one night a week will be established at the Denver Opportunity School, starting September, 1955. This training course will consist of three semesters work, with a break during the summer of 1956 since the Opportunity School does not operate those months. The training course at the Opportunity School will be designed to provide these Lathe Operators VI with experience on machine tools, metals and work which they would not encounter during the course of their employment at Rocky Flats.
3. A related course in such subjects as shop theory and mathematics, which will include algebra, trigonometry, blueprint reading and other pertinent allied subjects will be established. This related course will be arranged and directed by the Education Department of the Company. The participants in the training program will be expected to complete the related course work on their own time. Periodic tests, probably every month or six weeks, will be given the men after working hours by the Education Department.

May 19, 1955

4. It is understood by all parties that any participant in this training program who fails to attend classes at the Opportunity School or complete any related course work without good and sufficient cause will be immediately dropped from the program and from further consideration for advancement to Journeyman Machinist under this program. It is also understood that the Opportunity School requires a certain minimum number of employees in attendance at the classes; otherwise the school will exercise its prerogative to cancel the course. If, for any reason, the Opportunity School cancels the program the Company cannot guarantee to provide other means of completing this program.
  
5. It is understood that the cost of \$0.38 per hour of instruction at the Opportunity School which is charged to non-residents of Denver must be paid by those employees participating in the program who do not reside in Denver.
  
6. Upon the successful completion of this training program, the Lathe Operators VI (machine operator trainees) will be reclassified as Journeyman Machinists at the appropriate grade. It is understood that their seniority will not be affected by reclassification to Journeyman Machinist under this training program.

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PROJECT: Rocky Flats Plant LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO.: Modification No. 52  
AT(29-1)-1106 DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective June 22, 1956

APPENDIX A, SCHEDULE 1 - Revised to include the following classification:

RF-134 Employee Services Coordinator \$390 - \$660

APPENDIX A, SCHEDULE 2 - Revised to include the following classifications:

RFW-20a Reproduction Equipment Operator \$320 - \$410  
RFW-30b Classified Material Handler 330 - 400

Approved for the Contractor - F. H. Langell, Manager *F. H. Langell* Date: February 8, 1957

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: Seth B. Woodruff *Seth B. Woodruff* DATE: February 8, 1957  
NAME: Seth B. Woodruff TITLE: Manager

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PAGE 1 OF 1 PAGES

PROJECT: Rocky Flats Plant      LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO. **Modification No. 82**      DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1954  
 AT(29-1)-1106

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective as stated below.

1. APPENDIX A, PART II, SECTION E 2, is amended to include reference to progression schedules, which schedules will be designated Schedule 1, Appendix B (exempt employees) and Schedule 2, Appendix A (non-exempt employees), effective June 19, 1956.
2. APPENDIX A, SCHEDULE 3 - Provision for payment of area allowance of ten cents per hour to employees working in specified areas in Production "C" Section, referred to on page 59 of Labor Agreement between Contractor and Denver Metal Trades Council dated May 28, 1956, is effective from October 1, 1953 to May 21, 1956, for maintenance and service personnel.

Understanding between Contractor and Denver Metal Trades Council, providing for terms and conditions for payment of area allowance referred to on page 59 of the principal Labor Agreement dated May 28, 1956, is made effective May 21, 1956. This understanding provides:

"A premium of 10¢ per hour to be paid to all employees regularly assigned to the 7A area - first floor - including 74 Building, of Production 'C' Section, 71 Building. Transient employees not regularly assigned to the 7A area would be paid as follows when working in the 7A area or in Building 74:

- a. 0 thru 1 hour - no premium pay
- b. More than 1 hour thru 4 hours - 4 hrs. premium pay
- c. More than 4 hours thru 8 hours - 8 hrs. premium pay"

Provisions of Section 19, Article III of Labor Agreement between Contractor and Denver Metal Trades Council dated May 28, 1956, for payment of premium of 50% pay for pressure suit work is effective May 1, 1956 to May 21, 1956.

Approved for the Contractor-

F. H. Langell, Manager

August 10, 1956

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY

DATE

W. S. Woodruff, Jr., Manager, Rocky Flats Area Org. August 10, 1956

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

NO. 38

PAGE 1 OF 1 PAGES

PROJECT: Rocky Flats Plant      LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO. Modification No. 31      DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1954  
AT(29-1)-1106

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective September 19, 1956:

APPENDIX A, SCHEDULE 2 - Maximum rate range for Position No. RFW-36, Nurse, increased from \$415 to \$490.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: *Seth R. Woodruff, Jr.*      DATE: Sept 19 1956  
NAME: Seth R. Woodruff, Jr.      TITLE: Manager



UNITED STATES ATOMIC ENERGY COMMISSION  
REIMBURSEMENT AUTHORIZATION

NO. 37

PAGE 1 OF 1 PAGES

PROJECT Rocky Flats Plant LOCATION Rocky Flats, Colorado

CONTRACTOR The Dow Chemical Company

CONTRACT NO. Modification No. 50 AT(29-1)-1106 DATE OF CONTRACT January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective June 1, 1956.

APPENDIX A, PART II, SECTION F 4 - Paragraph 3 under this Section is amended to read:

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

APPENDIX A, PART III, SECTION D - Section D is added to read:

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

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: *Seth R. Woodruff, Jr.* DATE 8-31-56  
NAME Seth R. Woodruff, Jr. TITLE Acting Manager

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

NO. 36  
 PAGE 1 OF 1 PAGES

PROJECT Rocky Flats Plant LOCATION Rocky Flats, Colorado

CONTRACTOR The Dow Chemical Company

CONTRACT NO. Modification No. 49 AT(29-1)-1106 DATE OF CONTRACT January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective August 20, 1956

APPENDIX A, SCHEDULE 1 - Classifications in exempt salary schedules are revised as follows:

- Delete:  
 RF-8 Technical Staff Man \$770 - \$990
- Add:  
 E-RF 8 Technical Staff Man \$770 - Random Rated  
 RF-112a Assistant Director Labor Relations \$625 - \$950

The following paragraph is added to the Executive, Administrative and Professional Employees Schedule:

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

APPENDIX A, SCHEDULE 2 - Non-Exempt Salaried Employees' Schedule revised to reflect new minimum and maximum salary range for the following position:

- RFW-1 Draftsman \$375 - \$525

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: *Gilbert C. Hoover* DATE: August  
 NAME: Gilbert C. Hoover TITLE: Manager

UNITED STATES  
ATOMIC ENERGY COMMISSION  
P. O. BOX 5400  
ALBUQUERQUE, NEW MEXICO

Modification No. 48  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: September 10, 1956

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered into this 10th day of September, 1956, by and between the UNITED STATES OF AMERICA, represented by the ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the operation by the Contractor of a facility for the fabrication of certain materials and for related work; and,

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 46; and

WHEREAS, the parties hereto desire to amend the said contract as hereinafter provided.

NOW, THEREFORE, the first sentence of Paragraph 5 of Article IV, is amended to read in its entirety as follows:

"The Commission hereby obligates an additional Nine Million Three Hundred Thousand Dollars (\$9,300,000.00) for performance of this contract, making Forty-Nine Million Eighty-Three Thousand Dollars (\$49,083,000.00) the total obligation for all purposes under this contract from its inception."

All other terms and conditions of this contract shall remain unchanged.

Modification No. 46  
Supplemental Agreement to  
Contract No. AT(29-1)-110.  
Date: September 10, 1956

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

THE UNITED STATES OF AMERICA

BY: ATOMIC ENERGY COMMISSION

BY: /s/ K. F. Hertford  
K. F. Hertford  
Manager, ALO  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Carl A. Gerstaecker

TITLE: Vice Pres & Treasurer

CORPORATE CERTIFICATE

I, Fred H. Brown, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that Carl A. Gerstaecker who signed this contract on behalf of the Contractor, was then Vice President & Treasurer of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body; and that said contract is within the scope of the said corporation's corporate powers.

/s/ Fred H. Brown

(CORPORATE SEAL)

UNITED STATES  
ATOMIC ENERGY COMMISSION  
P. O. BOX 5400  
ALBUQUERQUE, NEW MEXICO

Modification No. 47  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: August 27, 1956

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 27th day of August, 1956, be and between the UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the ATOMIC ENERGY COMMISSION (hereinafter called "the Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called "the Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant (hereinafter called "the Plant"), and for related work; and

WHEREAS, the contract has previously been amended by Modifications Nos. 1 through 46; and

WHEREAS, the parties hereto desire to amend the contract as hereinafter provided; and

WHEREAS, the Commission certifies that this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954 in the interest of the common defense and security.

NOW THEREFORE, the parties hereto agree that Contract No. AT(29-1)-1106 as previously amended is hereby further amended in the following particulars only:

1. Modification No. 46, dated August 3, 1956
  - a. On line 14, Page 4, the word "properly" is deleted and the word "promptly" is substituted in lieu thereof.

Modification No. 4  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: August 27, 1956

b. Under Paragraph 2, Page 4, the first sentence is revised to read as follows:

"The first sentence of Paragraph 5 of Article IV is amended to read in its entirety as follows:"

c. The following subparagraphs are added to Article XXVI, Security:

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

"8. Nothing in the Article shall be deemed to extend the Contractor's liability for Government owned property, as such liability is to be found in Article XI, PROPERTY AND SUPPLY MANAGEMENT."

All other terms and conditions of said Contract No. AT(29-1)-1106 shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA

BY: ATOMIC ENERGY COMMISSION

BY: /s/ Seth R. Woodruff, Jr.  
Seth R. Woodruff, Jr.,  
Acting Manager  
Rocky Flats Area Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark H. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, W. A. Greening, Jr. certify that I am the Asst. Secretary of the corporation named as Contractor herein; that Mark H. Putnam who signed this Supplemental Agreement on behalf of the Contractor was then Executive Vice President of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/s/ W. A. Greening, Jr.

Modification No. 46  
Supplemental Agreement to  
Contract No. AT(29-1)-1106

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 3rd day of August, 1956, effective July 1, 1956, by and between the UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the ATOMIC ENERGY COMMISSION (hereinafter called "the Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called "the Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the management and operation by the Contractor of the Commission's Rocky Flats Plant (hereinafter called "the Plant"), and for related work; and

WHEREAS, the contract has previously been amended by Modifications Nos. 1 through 45; and

WHEREAS, the Commission has undertaken a major enlargement of the productive floor space of the Plant and the Contractor has, in accordance with its rights under Article IV of the contract, raised the question as to the amount of retainer the Contractor should receive under the contract for Fiscal Year 1957; and

WHEREAS, under Article IV of the contract the parties have agreed upon the equitable increase to be made in the Contractor's retainer for Fiscal Year 1957 due to the increased contribution the Contractor will make under the contract during that fiscal year; and

WHEREAS, the parties desire to amend the contract to reflect the agreed upon increase in retainer and to make certain other changes as hereinafter provided; and

WHEREAS, the Commission certifies that this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954 in the interest of the common defense and security.

NOW THEREFORE, the parties hereto agree that Contract No. AT(29-1)-1106 as previously amended is hereby further amended in the following particulars only:

1. Paragraphs 2 and 3 of Article IV, Term, Retainer and Obligation of Funds, are amended to read in their entirety as follows:

"2. Retainer. For the period from July 1, 1956, to June 30, 1957, the Contractor shall receive hereunder a yearly retainer of Five Hundred Twenty Thousand Dollars (\$520,000.00) which shall be payable in equal monthly installments at the end of each month during that period beginning July 31, 1956. It is understood and agreed that the payment of this retainer shall constitute complete compensation to the Contractor for providing in the performance of the contract the same or equivalent contribution of key personnel, technicians, technology, home office assistance, supervision and review, and the like, made by the Contractor during the fiscal year ending June 30, 1956, as increased by the additional contribution for Fiscal Year 1957 which the parties contemplated that the Contractor would make when the parties agreed upon the increase in retainer from \$438,000.00 to \$520,000.00. It is further understood and agreed that the payment of this retainer also shall constitute complete compensation to the Contractor for its managing and operating the



Plant to the extent required to handle the work load which the Commission will place on the Contractor from time to time. The parties hereto recognize that the volume of work performed at the Plant could be materially increased over that performed during the fiscal year ending June 30, 1956, without materially increasing the aforementioned contribution made by the Contractor during that year and, conversely, that such volume could be materially decreased from that of the fiscal year ending June 30, 1956, without materially decreasing such contribution.

"3. Adjustment in Retainer. Either party hereto may raise the question concerning the amount of the retainer to be paid the Contractor hereunder only if (1) the Commission requires the Contractor to perform work hereunder which is substantially different in character from the work which was being performed by the Contractor under this contract on June 30, 1956, and from the work which is described in Appendix B, (2) the Commission undertakes a major enlargement of the productive floor space of the Plant as it existed on such date, but excluding the major enlargement which served to reopen the question of retainer for Fiscal Year 1957, or (3) the Commission directs the cessation of the Contractor's use of all or a major part of any building or facility at the Plant as enlarged during Fiscal Year 1957 by the major enlargement which served to reopen the question of retainer for that year (whether such cessation is accomplished by the establishing of a standby status for, by the removing from the Plant of, or by otherwise relieving the Contractor of cognizance over any such building or facility or major portion thereof). When one party

so raises the question concerning the amount of the retainer, any equitable adjustment, either upward or downward, in the retainer shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any such claim for adjustment in the retainer which is made by either party because of a change or changes ordered by the Contracting Officer under Article III, 'CHANGES', must be asserted in writing within ten (10) days from the date the change is ordered unless the parties shall agree to a further period of time prior to the date of final settlement of the contract. A failure to agree on an adjustment in the retainer, as provided for under this Paragraph 3, shall be deemed a dispute within the meaning of Article XV, 'DISPUTES'. Nothing contained in this article shall excuse the Contractor from proceeding properly with the prosecution of the work in accordance with the requirements of any change order issued under the provisions of Article III, 'CHANGES'."

2. The first sentence of Article IV is amended to read in its entirety as follows:

"The Commission hereby obligates an additional One Million Dollars (\$1,000,000.00) for performance of this contract, making Thirty-nine Million Seven Hundred Eighty-three Thousand Dollars (\$39,783,000.00) the total obligation for all purposes under this contract from its inception."

3. The following new provision is added to Article IV:

"9. Financial Plans. From time to time the Contracting Officer and the Contractor will agree upon a financial plan which will be within

the total amount of funds obligated under the contract. The Contractor agrees to use its best efforts to keep allowable expenditures, commitments and obligations under the contract within the program cost levels of the then current financial plan. Whenever it becomes apparent that any such program cost level will be exceeded, the Contractor will inform the Contracting Officer of this and of the Contractor's estimate of the amount of such excess."

4. The first sentence of Paragraph 2 of Article XIV, Litigation and Claims, is amended to read in its entirety as follows:

"The Contractor shall give the Contracting Officer immediate notice in writing (a) of any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, and (b) of any claim against the Contractor the cost and expense of which is allowable under the article of this contract entitled 'Costs and Expenses'."

5. Paragraph 3 of Article XIX, Labor, is amended to read in its entirety as follows:

"3. Nondiscrimination in Employment.

- a. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

- b. The Contractor further agrees to insert the foregoing provision in all subcontracts and purchase orders hereunder, except (i) purchase orders for standard commercial supplies or raw materials, (ii) subcontracts or purchase orders to be performed outside the United States where no recruitment of workers within the limits of the United States is involved, (iii) purchase orders on pocket-size forms similar to U. S. Standard Form 44, and (iv) purchase orders and subcontracts to meet other special requirements or emergencies, if recommended by the Committee on Government Contracts. In the case of purchase orders and subcontracts hereunder which do not exceed \$5,000.00 the last sentence of Subparagraph a. of this paragraph may be omitted."

6. Article XXII, Covenant Against Contingent Fees, is amended in its entirety to read as follows:

"1. Warranty - Termination or Deduction for Breach. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to

deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

"2. Subcontracts and Purchase Orders. Unless otherwise authorized by the Contracting Officer in writing the Contractor shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract."

7. Article XXVI, Security, is amended to read in its entirety as follows:

"1. Contractor's Duty to Safeguard Restricted Data and Other Classified Information. In the performance of the work under this contract the Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high intrinsic or strategic value as may be in the Contractor's possession in connection with performance of work under this contract. Except as otherwise expressly provided in this contract the Contractor shall upon completion or termination of this contract transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract.

"2. Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

"3. Definition of Restricted Data. The term 'Restricted Data' as used in this article, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data

declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954.

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

"5. Criminal Liability. It is understood that disclosure of information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data or any top secret, secret, or confidential matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, and subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, 68 Stat. 919), (See also Executive Order 10104 of February 1, 1950, 15 F.R. 597.)

"6. Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert

provisions similar to the foregoing in all subcontracts and purchase orders under this contract."

All other terms and conditions of said Contract No. AT(29-1)-1106 shall remain unchanged and in full force and effect.

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

THE UNITED STATES OF AMERICA  
By: ATOMIC ENERGY COMMISSION

By: /s/ K. F. Hartford  
**K. F. Hartford, Manager**  
**Albuquerque Operations**  
THE DOW CHEMICAL COMPANY

By: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, Robert E. Bennett, certify that I am the \_\_\_\_\_  
Assistant Secretary of the corporation named as Contractor herein;  
that Mark E. Putnam who signed this Supplemental  
Agreement on behalf of the Contractor was then Executive Vice President  
of said corporation; that said Supplemental Agreement was duly signed for  
and in behalf of said corporation by authority of its governing body, and  
is within the scope of its corporate powers.

/s/ Robert E. Bennett

AEC-86  
(10-49)

UNITED STATES ATOMIC ENERGY COMMISSION

# REIMBURSEMENT AUTHORIZATION

PAGE 1 OF 1 PAGE

PROJECT <b>Rocky Flats Plant</b>	LOCATION <b>Rocky Flats, Colorado</b>
-------------------------------------	--

CONTRACTOR <b>The Dow Chemical Company</b>
---

CONTRACT NO. <b>Modification No. 45</b> <b>AT(29-1)-1106</b>	DATE OF CONTRACT <b>January 18, 1951 - Modified July 1, 1951</b>
--	---

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **May 21, 1956**

- APPENDIX A, PART II, SECTION A 2 - Non-exempt Employees. Paragraph c revised to include increases in shift differentials in accordance with newly negotiated Labor Agreement with the Denver Metal Trades Council, AFL-CIO.
- APPENDIX A, PART III, SECTION A 1 - Labor Agreement. Paragraph 1 revised to delete, "and the amendment dated May 23, 1955," and substitute, "and the amendment dated May 28, 1956."
- APPENDIX A, PART IV, SECTION C - Last paragraph of this Section revised to increase length of time an employee may be paid one-half of his base rate during absence on military leave. It also changes the time during which this absence may occur from a calendar year to a fiscal year basis.
- APPENDIX A, SCHEDULE 3 - Amendment to the Labor Agreement between The Dow Chemical Company and the Denver Metal Trades Council, AFL-CIO, dated May 28, 1956, effective May 21, 1956.
- APPENDIX A, SCHEDULE 4 - Revised hourly wage rates for Plant Protection personnel. This is to extend the settlement reached in the recently negotiated contract between The Dow Chemical Company and the Denver Metal Trades Council to Plant Protection Personnel.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY--

*Gilbert C. Hoover*  
NAME **Gilbert C. Hoover**

TITLE **Manager**

DATE

**June**



UNITED STATES  
ATOMIC ENERGY COMMISSION  
P. O. BOX 5400  
ALBUQUERQUE, NEW MEXICO

Modification No. 44  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: June 29, 1956

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered into this 29th day of June, 1956, effective July 1, 1956, by and between the UNITED STATES OF AMERICA, represented by the ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and THE DOW CHEMICAL COMPANY (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the operation by the Contractor of a facility for the fabrication of certain materials and for related work; and,

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 43; and

WHEREAS, the parties hereto desire to amend the said contract as hereinafter provided.

NOW THEREFORE, the contract, as heretofore amended, is hereby further amended, but in the following respects only:

"Article XIX, Paragraph 5 (a) (1), Modification No. 20 of Contract AT(29-1)-1106 is revised to include wage determination decision No. P-18,149, issued by the Secretary of Labor, to cover the fiscal year 1957 which is attached hereto as "Revised Appendix C"."

All other terms and conditions of Contract No. AT(29-1)-1106 shall remain in full force and effect.

Modification No. 44  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: June 29, 1956

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

THE UNITED STATES OF AMERICA

BY: ATOMIC ENERGY COMMISSION

BY: /s/ Seth R. Woodruff, Jr.  
Seth R. Woodruff, Jr.  
Acting Manager  
Rocky Flats Area Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, Robert B. Bennett, certify that I am the Assistant Treasurer of the corporation named as Contractor herein; that Dr. Mark E. Putnam who signed this contract on behalf of the Contractor, was then Executive Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body; and that said contract is within the scope of the said corporation's corporate powers.

/s/ Robert B. Bennett

(CORPORATE SEAL)

SEALS

Revised Index C-100-100-100-100  
t/Code of Federal Regulations 29-1-1106

SEC-123  
(13)

U. S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON

*Dep/...*

Decision No.

Date:

**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described on the attached wage schedule.

A study has been made of wage conditions in the locality and on the basis of information assembled by the Department of Labor the wage rates listed on the attached schedule are hereby determined by the Secretary of Labor as the prevailing (or, in the case of the Federal Airport Act, as the minimum) rates of wages for the described classes of labor in accordance with applicable law.

**LAW REFERENCES AND SPECIAL PROVISIONS**

- .....DB Davis-Bacon Act, as amended, 40 U. S. C. 276 (a) et seq.
  - .....FHA National Housing Act, as amended, 12 U. S. C. 1703 et seq.
  - .....PHA Housing Act of 1949, as amended, 42 U. S. C. 1401 et seq.
  - .....FAA Federal Airport Act of 1946, as amended, 49 U. S. C. 1101 et seq.
  - .....HSC Hospital Survey and Construction Act of 1946, 42 U. S. C. 291 et seq.
  - .....SCA School Survey and Construction Act of 1950, 20 U. S. C. 251 et seq.
  - .....CFS Defense Housing and Community Facilities and Services Act of 1951, as amended, 42 U. S. C. 1592i.
  - .....REO Reorganization Plan Number 14 of 1950, 5 U. S. C. 133z-15.
- ..... Regulations of the Secretary of Labor. Part 5. Title 29, Subtitle A, Code of Federal

**DO NOT WRITE**

A study has been made of wage conditions in the locality and on the basis of information assembled by the Department of Labor the wage rates listed on the attached schedule are hereby determined by the Secretary of Labor as the prevailing (or, in the case of the Federal Airport Act, as the minimum) rates of wages for the described classes of labor in accordance with applicable law.

## LAW REFERENCES AND SPECIAL PROVISIONS

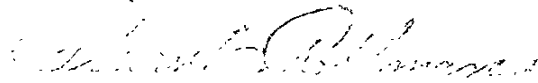
.....DB	Davis-Bacon Act, as amended, 40 U. S. C. 276 (a) et seq.
.....FHA	National Housing Act, as amended, 12 U. S. C. 1703 et seq.
.....PHA	Housing Act of 1949, as amended, 42 U. S. C. 1401 et seq.
.....FAA	Federal Airport Act of 1946, as amended, 49 U. S. C. 1101 et seq.
.....HSC	Hospital Survey and Construction Act of 1946, 42 U. S. C. 291 et seq.
.....SCA	School Survey and Construction Act of 1950, 20 U. S. C. 251 et seq.
.....CFS	Defense Housing and Community Facilities and Services Act of 1951, as amended, 42 U. S. C. 1592i.
.....REO	Reorganization Plan Number 14 of 1950, 5 U. S. C. 133z-15.
.....	Regulations of the Secretary of Labor, Part 5, Title 29, Subtitle A, Code of Federal Regulations.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be used during such period and made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates contained in this decision, unless modified, shall be the minimum wage rates to be paid under any such contract by contractors and subcontractors on the work.

Under the Davis-Bacon Act the contracting officer shall require that any class of laborers and mechanics not listed in the Secretary's decision, which will be employed on the contract, shall be classified or reclassified by the contractor or subcontractor conformably to the Secretary's decision and a report of the administrative action taken in such cases shall be transmitted by the agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination. Where classification of laborers and mechanics which were not included in the original decision are desired under any statutes other than the Davis-Bacon Act, a supplementary wage determination shall be requested by the Agency Head.

The wage rates contained in this decision are straight hourly wage rates. In some areas management and labor organizations in the construction industry have collectively bargained for health and welfare fund contributions. Such contributions are not included in wage rates determined by the Secretary of Labor for construction projects.

By direction of the Secretary of Labor,

  
Secretary of Labor

Attachment

DEPARTMENT, AGENCY, OR BUREAU

U. S. Atomic Energy Commission, Albuquerque Operations Office

DESCRIPTION OF WORK:

Dow Chemical Co. Contract AT(29-1)-1106 - miscellaneous construction, alteration, repair, painting and/or decorating.

LOCATION (CITY OR OTHER DESCRIPTION)

Rocky Flats Project

STATE

Colorado

COUNTY

Jefferson

DECISION NO.

P-18,149

LAW CODE

10B

DATE OF DECISION

6-11-56

EXPIRES

7-10-56

SUPERSEDES DECISION NO.

10-Colorado

1-m  
2-m

Per Hour

\$3.25

3.10

2.85

3.625

2.975

2.975

2.975

3.19

3.225

3.00

2.25

2.50

3.19

2.23

2.50

2.20

3.00

3.00

3.00

3.00

3.00

3.00

Lathers

Marble setters

Millwright

Painters:

Brush

Spray (subject to the local prevailing practice)

Swing stage

Sand blaster

Pipe fitters

Plasterers

Plumbers

Roofers

Sheet metal workers

Soft floor layers (linoleum)

Sprinkler fitters

Stone masons

Terrazzo workers

Tile setters

Tile, marble and terrazzo

helpers

Per Hour

\$3.375

3.20

2.975

2.60

2.925

2.925

2.925

3.17

3.30

3.17

2.95

3.10

2.57

2.90

3.625

3.20

3.20

3.20

2.15

DO NOT WRITE

(TITLE OR OTHER DESCRIPTION)

Hooky Flats Project

COUNTY

Colorado

Jefferson

10-Colorado

1-m  
2-m

	<u>Per Hour</u>		<u>Per Hour</u>
Asbestos workers	\$3.25	Lathers	\$3.375
Boilermakers	3.10	Marble setters	3.20
" helpers	2.85	Millwright	2.975
Bricklayers	3.625	Painters:	
Carpenters	2.975	Brush	2.60
Cement masons: (building construction)		Spray (subject to the local prevailing practice)	2.925
Cement masons	2.975	Swing stage	2.925
Working with composition material	3.19	Sand blaster	2.925
Working on scaffold, swing stage or temporary platform over 25 ft. high	3.225	Pipe fitters	3.17
Electricians	3.00	Plasterers	3.30
Drainlayer	2.25	Plumbers	3.17
" over 8"	2.50	Roofers	2.95
Elevator constructors	3.19	Sheet metal workers	3.10
" " helpers	2.23	Soft floor layers (linoleum)	2.57
Glazier	2.50	Sprinkler fitters	2.90
Insulation mechanics	2.20	Stone masons	3.625
Ironworkers, structural	3.00	Terrazzo workers	3.20
" ornamental	3.00	Tile setters	3.20
" reinforcing	3.00	Tile, marble and terrazzo helpers	2.15
Laborers: (building construction)			
Brick tender, plasterer tender	2.425		
Foot or operated tools such as jackhammer, barco hammer, tamper, vibrator, pavement breaker, spader, hammer and drill, sander and self-propelled concrete buggy	2.35		
Construction labor	2.00		
Cement masons' tenders	2.40		

10-COLORADO

1 m

2 m

Rate Table  
Heavy equipment operators: (bldg. constr.)

Asphalt pavers	2.73
Asphalt plant	2.73
Buildover, work	2.73
Shovel, crane, derrick, dragline	2.73
Crushing plant, batch plant	2.76
Distributor (bituminous surface)	2.76
Finishing machine, (cement, concrete, pavement)	2.76
Fireman, oiler	2.15
Industrial motorman	2.76
Hoist, 1 drum	2.76
Hoist, 2 or more drums	2.93
Mechanic, heavy duty	2.76
Mechanic helper	2.15
Mixer (1 cu. yd. or over)	2.93
Mixer (less than 1 cu. yd.)	2.76

Heavy equipment operators: (concrete)

Motor grader	2.73
Roller	2.73
Roller	2.73
Towropull	2.76
Tractor, over 55 hp.	2.76
Tractors, 23 H. P. or less, without attachments	2.25
Trenching machine	2.76
Drill operator	2.76
Brakeman	2.15

10-Colorado

1.-m

2.-m

	<u>Per Hour</u>		<u>Per Hour</u>
Pick-up trucks (bldg. constr.)	\$2.05	Concrete mixer trucks	
Dump trucks:		to 5 yds.	\$2.25
Under 6 yds. hauled	2.15	Concrete mixer trucks	
6 yds. to 13 yd. hauled	2.25	to 5 yds. and over	2.35
13 yds. to 20 yds. "	2.35	Lowboys, winch pole and "A"	
Over 20 yd.	2.50	Frame trucks	2.40
Euclids and similar equipment		Water trucks	2.15
in tandem	2.55	Semi-water trucks	2.25
Flat racks	2.15	Warehousemen (greasers-tire	
Semi-flat rack trucks and		and service men)	2.15
highboys	2.25	Truck mechanics	2.40
Kochring dumptrors	2.25	" " helpers	2.05
Lumber carriers	2.25	Material checkers	2.20
		Dumpers, spotters, scalemen,	
		etc., (if used, same rate	
		as driver on project.)	



10-Calc.

1-m  
2-m

	<u>Per Hour</u>
Laborers: (heavy and highway constr.)	
Power operated tools such as:	
Jackhammer, barco hammer,	
paving breakers, spader,	
electric hammer and drill,	
air tamper, vibrator, form	
setter on streets and	
runways, wagon drill operator	
and self-propelled concrete	
buggies	2.35
Pipe layer, over 6" pipe	2.35
Laborer on caisson, over 12' and	
cofferdam; sand blaster and	
scaler	2.35
Laborer - caisson from 6' to 12'	2.15
Laborer working in sanitary sewer	
trenches, hot asphalt labor	
(raker, box tender, etc.)	2.10
Concrete saws on	
pavements	2.35

	<u>Per Hour</u>
Laborers: (contd.) (hvy. & hwy. constr.)	
Chuck tender, nipper and diamond	
drill helper	2.05
Gunniting nozzleman	2.425
Powderman:	
Common blaster	2.35
Licensed technical powderman	2.60
All other labor	2.00

10-1010,  
 1- m  
 2- m

HEAVY AND HIGHWAY CONSTRUCTION

Power equipment operators:

	<u>Per Hour</u>
Air compressors	\$2.76
Asphalt plants	2.76
Batch plants	2.76
Blade graders	2.76
Bulldozers	2.76
Cranes, derricks, draglines	2.93
Crushing plants	2.76
Distributors (bituminous surfaces)	2.76
Finishing machines (cement, concrete, pavement)	2.76
Firemen, oilers	2.15
Hoists, 1 drum	2.76
Hoists, 2 or more drums	2.93
Mechanics, heavy duty	2.76
Mechanics' helpers	2.15
Mixers, 1 cu. yd. or over	2.93
Mixers, less than 1 cu. yd.	2.76

Power equipment operators: (contd.)

	<u>Per Hour</u>
Motor graders	\$2.76
Pumps	2.76
Rollers	2.76
Scrapers	2.76
Shovels, power	2.93
Tournapulls	2.76
Tractors, over 35 hp.	2.76
Tractors, 35 hp. or less, without attachment	2.15
Trenching machines	2.76

10-Colo.

1 - m

2 . m

	<u>Per Hour</u>		<u>Per Hour</u>
Truck drivers: (General Reg. Contd.)		Truck drivers: (contd.)	
Pick-up trucks	\$2.05	Warehousemen (greasers, tire and servicemen)	2.15
Dump trucks		Truck mechanics	2.40
Under 6 yds. hauled	2.15	Truck mechanics' helpers	2.05
6 yds. to 13 yds. hauled	2.25	Material checkers	2.20
13 to 20 yds. hauled	2.35	Dumpers, spotters, scalemen, etc. (If used, same rate as driver on project)	
Over 20 yds.	2.50		
Euclide and similar equipment in tandem	2.55		
Flat racks	2.15		
Semi-flat rack trucks and highboys	2.25	<u>LINE CONSTRUCTION</u>	
Koehring dumpsters	2.25	Cable splicer	3.00
Lumber carriers	2.25	Linemen	2.90
Concrete mixer trucks:		Groundman	1.88
To 5 yds.	2.25	Line truck	2.53
5 yds. and over	2.35		
Lowboys	2.40		
Winch pole and A-frame trucks	2.40		
Water trucks	2.15		
Semi-water trucks	2.25		
Water trucks, Euclid or similar (over 5,000 gallons)	2.55		

10-2-50

1 m

2 m

Apprentice Schedule

Craft	Interval	Period and Rate *												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th			
Bricklayers	6 mos.	30	40	50	60	70	80							
"	4th year	(\$1.00 per day less than journeymen's rate)												
Carpenters	6 mos.	55	60	65	70	75	80	85	90					
Cement masons	6 mos.	50	60	70	80	90	95							
Electricians	6 mos.	40	45	50	55	60	65	70	75					
Glaziers	6 mos.	40	45	50	60	70	80	85						
Ironworkers	6 mos.	66-2/3	72-1/2	80	90									
Lineman	6 mos.	66.2	68.3	71.7	76.9	80.3	85.2							
Painters	6 mos.	40	45	50	55	60	65	80	90					
Pipe fitters	6 mos.	40	45	50	55	60	65	70	75	80	90			
Plumbers	6 mos.	40	45	50	55	60	65	70	75	80	90			
Roofers	year	60	70	80										
Sheet metal	6 mos.	40	45	50	55	60	65	70	80					
Soft floor layer	year	\$1.13	1.56	2.10	2.29									
Asbestos workers	year	50	60	70	80									
Linemen	6 mos.	66.2	68.3	71.7	76.9	80.3	85.2							

10-Colo.

1 7  
2 18

Per Hour

TUNNEL CONSTRUCTION

Power equipment operators:	\$2.81
Mucking machine	2.65
Mechanics and welders	2.65
Mechanics (machine doctors)	2.65
Pumcrete	2.81
Mixers (1 cu. yd. and over)	2.65
Mixers (less than 1 cu. yd.)	2.65
Hoists (single drum)	2.81
Hoists (two drum)	2.65
Pump	2.65
Compressors	2.38
Drill	2.05
Haulage motormen	2.65
Brakemen and helpers	
Jumbo form operators	2.05
Laborers:	
Minimum tunnel labor	
Concrete labor, chuck tender and nipper, and dumpmen (if used)	2.15
Miner, timberman, machineman, vibrator man, powderman, blaster, collapsible form mover and setter	2.50
Gunniting nozzleman and pump - concrete placement man - sand blasters	2.50

8

# REIMBURSEMENT AUTHORIZATION

PROJECT <b>Rocky Flats Plant</b>	LOCATION <b>Rocky Flats, Colorado</b>
-------------------------------------	--

CONTRACTOR  
**The Dow Chemical Company**

CONTRACT NO: <b>AT(29-1)-1106</b>	Modification No. 43	DATE OF CONTRACT <b>January 18, 1951 - Modified July 1, 1954</b>
--------------------------------------	---------------------	---

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **April 30, 1956**

APPENDIX A, SCHEDULE 1 - Revised rate ranges for Exempt Salaried Employees reflecting new minimum and maximum rates.

APPENDIX A, SCHEDULE 2 - Revised rate ranges for Non-Exempt Salaried Employees reflecting new minimum and maximum rates.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY-

*Gilbert C. Hoover*  
NAME **Gilbert C. Hoover**

TITLE **Manager**

DATE

**April 2, 1956**

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

No. 32  
PAGE 1 OF 1 PAGES

PROJECT Rocky Flats Plant LOCATION Rocky Flats, Colorado

CONTRACTOR The Dow Chemical Company

CONTRACT NO. Modification No. 42  
AT(29-1)-1106 DATE OF CONTRACT  
January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective April 27, 1956

APPENDIX A, PART II, SECTION A 2. - Non-exempt Employees. Paragraph "d" added to this Section to provide for a guarantee of four (4) hours pay at straight time when an employee is called to work outside his normal working hours, which call-in necessitates the employee making an extra round trip.

APPENDIX A, PART II, SECTION F 2. - Merit Vacation. This Section revised to extend merit vacation benefits for salaried employees at Rocky Flats.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY  
*Gilbert C. Hoover*  
Gilbert C. Hoover  
NAME

Manager  
TITLE

DATE  
MAY 7, 1956

UNITED STATES  
ATOMIC ENERGY COMMISSION  
P. O. BOX 5400  
ALBUQUERQUE, NEW MEXICO

Modification No. 41  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: May 8, 1956

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered into this 8th day of May, 1956, by and between the United States of America, represented by the Atomic Energy Commission (hereinafter called the "Commission"), and the Dow Chemical Company (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the operation by the Contractor of a facility for the fabrication of certain materials and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 40; and

WHEREAS, the parties hereto desire to amend the said contract as hereinafter provided.

NOW, THEREFORE, the first sentence of Paragraph 5 of Article IV, Modification No. 28, Contract No. AT(29-1)-1106 is modified to read as follows:

"In addition to the unexpended balance of funds previously obligated, the Commission has obligated an additional \$2,372,000.00 making \$38,783,000.00 the total obligation for all purposes under this Contract from its inception."

All other terms and conditions of this contract shall remain unchanged.



Modification No. 11  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: May 8, 1956

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

THE UNITED STATES OF AMERICA

BY: ATOMIC ENERGY COMMISSION

BY: /s/ K. F. Hertford

K. F. Hertford  
Manager, ALO  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam, Jr.

TITLE: Exec. Vice Pres.

CORPORATE CERTIFICATE

I, R. B. Bennett, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that Mark E. Putnam who signed this contract on behalf of the Contractor, was then Executive Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body; and that said contract is within the scope of the said corporation's corporate powers.

/s/ R. B. Bennett

(CORPORATE SEAL)

ABC-86  
(10-48)

UNITED STATES ATOMIC ENERGY COMMISSION

REIMBURSEMENT AUTHORIZATION

NO.

PAGE 1 OF 1 PAGES

PROJECT: Rocky Flats Plant  
LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO. Modification No. 40  
AT(29-1)-1106  
DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective December 22, 1955

APPENDIX A, PART II, SECTION F 1. - Leave Privileges. The first paragraph of this Section is revised to provide for the granting of vacations to employees during their first year of employment.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY:  
NAME: Gilbert C. Hoover  
TITLE: Manager  
DATE: January 4, 1955

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

NO. 30  
 PAGE 1 OF 1 PAGES

PROJECT **Rocky Flats Plant** LOCATION **Rocky Flats, Colorado**

CONTRACTOR **The Dow Chemical Company**

CONTRACT NO. **Modification No. 39** AT(29-1)-1106 DATE OF CONTRACT **January 18, 1951 - Modified July 1, 1954**

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **February 28, 1956**

APPENDIX A, SCHEDULE 1 - Classifications in exempt salary schedules are revised as follows:

Delete:

- RF-111 Assistant Personnel Director
- RF-112 Assistant Director, Labor Relations

Add:

- E-RF 111 Assistant Manager, Industrial Relations \$624 Minimum
- RF-112 Director, Labor Relations \$624 to \$1040

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY--

*Gilbert C. Hoover*  
 NAME **Gilbert C. Hoover**

TITLE **Manager**

DATE **March 2, 1956**

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PROJECT Rocky Flats Plant	LOCATION Rocky Flats, Colorado
CONTRACTOR The Dow Chemical Company	
CONTRACT NO. AT(29-1)-1106	DATE OF CONTRACT January 18, 1951 - Modified July 1, 1956

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective February 20, 1956

In accordance with request dated February 15, 1956, under provisions of Appendix A, Part II, Section E, of Contract AT(29-1)-1106, the Contractor may apply salary increases as set forth below to contractor personnel employed at Rocky Flats Plant on or after January 1, 1951, and whose present salary is less than \$750.00 per month:

- (a) College graduates with degrees in technical or engineering field.
- (b) College graduates with degrees in Business Administration with a major in Accounting.
- (c) Personnel who, through present and past experience, have demonstrated their equivalency of a college degree as set forth in (a) and (b) above.

The salary adjustment will be applied on the basis of years since graduation as follows:

<u>Years</u>	<u>Increase Per Month</u>
1	\$ 15.00
2	20.00
3	25.00
4	30.00
5 or more	35.00

Application for personnel not having a college degree is based on 5 years experience being equivalent to a degree.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY

*Gilbert C. Hoover*  
 Gilbert C. Hoover

Manager

DATE

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PROJECT

Rocky Flats Plant

LOCATION

Rocky Flats, Colorado

CONTRACTOR

The Dow Chemical Company

CONTRACT NO.

Modification No. 37

DATE OF CONTRACT

AT(29-1)-1106

January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **January 5, 1956**

APPENDIX A, SCHEDULE 1 - Maximum rate range for Plant Protection or Fire Department Lieutenant increased from \$520 to \$590. Position number changed from RF-122A to RF-124.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY

*Robert C. Hoover*

NAME

Gilbert C. Hoover

DATE

Manager

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PAGE 1 OF 2

PROJECT: **Rocky Flats Plant** LOCATION: **Rocky Flats, Colorado**

CONTRACTOR: **The Dow Chemical Company**

CONTRACT NO. **Modification No. 36** DATE OF CONTRACT: **January 18, 1951 - Modified July 1, 1957**  
**AT(29-1)-1106**

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **November 23, 1955**

By letter dated November 23, 1955, the Contractor has informed the Commission that the Labor Agreement set forth in Schedule 3 has been amended. This Reimbursement authorization is issued to make this change in Appendix A to this Contract.

All holders of Appendix A should amend the last paragraph of Article VI, Section 3, Miscellaneous Vacation Rules, to read as follows:

"Once each year an employee, who is eligible for vacation, may draw an advance of five (5) days pay for vacation purposes provided the vacation period equals or exceeds five (5) days. A request for such advance vacation pay must be approved by the employee's department superintendent and must be received by the Payroll Department five (5) working days before the effective date of the vacation period."

NOV 23 1955

RECEIVED

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY:  
*Gilbert C. Hoover*  
 NAME: **Gilbert C. Hoover** TITLE: **Manager**

DATE:

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PAGE 1 OF 1

PROJECT <b>Rocky Flats Plant</b>	LOCATION <b>Rocky Flats, Colorado</b>
CONTRACTOR <b>The Dow Chemical Company</b>	
CONTRACT NO. <b>AT(29-1)-1106</b>	DATE OF CONTRACT <b>January 18, 1951 - Modified July 1, 1951</b>

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **October 5, 1955**

APPENDIX A, SCHEDULE 1 - Exempt schedule revised to include following classification:

RF-52a Development Man \$368 to \$625

ATOMIC ENERGY COMMISSION BY

*Walter C. Hoover*  
Walter C. Hoover

TITLE

Manager

DATE

10/5/55

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PROJECT <b>Rocky Flats Plant</b>	LOCATION <b>Rocky Flats, Colorado</b>
CONTRACTOR <b>The Dow Chemical Company</b>	
CONTRACT NO. <b>Modification No. 34 AT(29-1)-1106</b>	DATE OF CONTRACT <b>January 18, 1951 - Modified July 1, 1951</b>

The following revision or addition to the approved employment policies and wage and salary schedules of the contract is approved for reimbursement, effective as stated below:

By letter dated August 24, 1955, the Contractor has informed the Commission that the Labor Agreement set forth in Schedule 3 has been amended. This Reimbursement Authorization is issued to make this change in Appendix A to this Contract.

All holders of Appendix A should make pen and ink changes in the Labor Agreement as follows:

Effective August 24, 1955, the following job classification and rate range is added to the Production "C" Section of Exhibit A to said Agreement:

<u>Classification</u>	<u>Rate Range</u>
Journeyman Machinist VIII	\$2.52 (6) \$2.62

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY <i>[Signature]</i>	DATE
NAME <b>Robert G. Hoover</b>	DATE <b>August 24, 1955</b>



UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PAGE 1 OF 1

PROJECT: Rocky Flats Plant LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO.: Modification No. 33 DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1955  
AT(29-1)-1106

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective May 16, 1955

APPENDIX A, PART III - Labor Agreement. Paragraph A 1 revised to include, "and the amendment dated May 23, 1955."

APPENDIX A, SCHEDULE 3 - Amendment to the Labor Agreement between The Dow Chemical Company and the Denver Metal Trades Council, A.F. of L., dated May 23, 1955, effective May 16, 1955.

*Charles Campbell*  
Charles C. Campbell  
Acting Manager

DATE: 7/1/55

REIMBURSEMENT AUTHORIZATION

PROJECT: Rocky Flats Plant LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO. Modification No. 32 AT(29-1)-1106 DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective May 30, 1955

APPENDIX A, SCHEDULE 1 - Revised rate ranges for Exempt Salaried Employees reflecting normal annual increase.

APPENDIX A, SCHEDULE 2 - Revised rate ranges for Non-exempt Salaried Employees reflecting normal annual increase.

*Charles Campbell*  
NAME: Charles G. Campbell

DATE: June 18, 1955



FORM NO. 3  
10-49

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

PAGE 1 OF 1 PAGES

PROJECT: Rocky Flats Plant      LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO. Modification No. 31      DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1955  
AT(29-1)-1106

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective July 11, 1955

APPENDIX A, PART II - Salaried Employees. Paragraph A, Subparagraph 2 amended by adding Subparagraph c to establish a shift differential for non-exempt salaried employees.

APPROVED FOR THE ATOMIC ENERGY COMMISSION

*Charles C. Campbell*  
Charles C. Campbell

Acting Manager

DATE

NAME

TITLE

CAEC-36  
00-49

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

NO. 20  
PAGE 1 OF 1 PAGES

PROJECT: Rocky Flats Plant      LOCATION: Rocky Flats, Colorado

CONTRACTOR: The Dow Chemical Company

CONTRACT NO.: Modification No. 30  
AT(29-1)-1106      DATE OF CONTRACT: January 18, 1951 - Modified July 1, 1954

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective July 25, 1955

APPENDIX A, SCHEDULE 1 - Classification of Position E-RF 110, Personnel Director, Changed to Manager of Industrial Relations.

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY: *Charles Campbell*  
NAME: Charles Campbell      DATE: 10/1/55

AEIC-88  
(10-48)

UNITED STATES ATOMIC ENERGY COMMISSION  
**REIMBURSEMENT AUTHORIZATION**

19

PAGE 1 of 1 PAGES

PROJECT <b>Rocky Flats Plant</b>	LOCATION <b>Rocky Flats, Colorado</b>
-------------------------------------	--

CONTRACTOR <b>The Dow Chemical Company</b>
---

CONTRACT NO. <b>Modification No. 29 AT(29-1)-1106</b>	DATE OF CONTRACT <b>January 18, 1951 - Modified July 1, 1954</b>
--	---

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved for reimbursement, effective **May 16, 1955**

**APPENDIX A, SCHEDULE 4 - Revised hourly wage rates for Plant Protection personnel. This is in keeping with a recently negotiated contract between The Dow Chemical Company and the Denver Metal Trades Council, representing the hourly production and maintenance employees at Rocky Flats Plant.**

APPROVED FOR THE ATOMIC ENERGY COMMISSION BY

*Charles O. Campbell*  
NAME **Charles O. Campbell**

DATE

MOVING HEADERS

UNITED STATES  
ATOMIC ENERGY COMMISSION  
P. O. BOX 5400  
ALBUQUERQUE, NEW MEXICO

Modification No. 28  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: August 11, 1955

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered into this 11th day of August, 1955, effective July 1, 1955 by and between the United States of America, represented by the Atomic Energy Commission (hereinafter called the "Commission"), and the Dow Chemical Company (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the operation by the Contractor of a facility for the fabrication of certain materials and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 27; and

WHEREAS, the parties hereto desire to amend the said contract as hereinafter provided.

NOW, THEREFORE, Paragraph 5 of Article IV is modified to read as follows:

"In addition to the unexpended balance of funds previously obligated, the Commission has obligated an additional \$7,100,000.00 making \$36,411,000.00 the total obligation for all purposes under this Contract from its inception. The Commission may, based upon budget estimates prepared by the Contractor in accordance with Commission requirements and reviewed and approved by the Contracting Officer, obligate additional funds for the performance of the work from time to time. The Contractor shall continuously pre-estimate the cost of performing the work and will give the Commission at least ninety (90) days' notice when it appears that the cost of the work plus the earned fee or retainer will exceed the amount then obligated. Whenever the expenditures and outstanding commitments equal 100% of the amount obligated, less the Contractor's retainer, the Contractor shall make no further expenditures (except to meet existing commitments) or commitments, and shall be excused from further performance of the work unless and until the Contracting Officer thereafter shall increase the amount of funds obligated hereunder. It is understood and agreed that the total obligation of the Government under this contract at any given time is limited to the amounts then obligated by the Commission hereunder."

Modification No. 28  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: August 11, 1955

All other terms and conditions of this contract shall remain unchanged.

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

THE UNITED STATES OF AMERICA

BY: ATOMIC ENERGY COMMISSION

BY: /s/ H. B. Fry  
H. B. Fry  
Acting Manager, SFO  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

CORPORATE CERTIFICATE

I, Fred H. Brown, certify that I am the Ass't Secretary, of the corporation named as Contractor herein; that Mark E. Putnam who signed this contract on behalf of the Contractor, was then Exec. Vice Pres. of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body; and that said contract is within the scope of the said corporation's corporate powers.

/s/ Fred H. Brown



UNITED STATES  
ATOMIC ENERGY COMMISSION  
P. O. BOX 5400  
ALBUQUERQUE, NEW MEXICO

Modification No. 27  
Supplemental Agreement to  
Contract No. AT(29-1)-1106  
Date: June 27, 1955

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered into this 27th day of June, 1955 by and between the United States of America, represented by the Atomic Energy Commission (hereinafter called the "Commission"), and The Dow Chemical Company (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of Delaware,

WITNESSETH THAT:

WHEREAS, on January 18, 1951, the parties hereto entered into Contract No. AT(29-1)-1106 for the operation by the Contractor of a facility for the fabrication of certain materials and for related work; and

WHEREAS, the said contract has previously been amended by Modifications Nos. 1 through 26; and

WHEREAS, the parties hereto desire to amend the said contract as hereinafter provided.

NOW THEREFORE, the contract, as heretofore amended, is hereby further amended, but in the following respects only:

" Article XIX, Paragraph 5 (a)(1), is revised to include the attached wage determination decision No. O-13,911, issued by the Secretary of Labor, to cover the fiscal year 1956."

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

THE UNITED STATES OF AMERICA

BY: ATOMIC ENERGY COMMISSION

BY: /s/ Gilbert C. Hoover  
Gilbert C. Hoover, Manager  
Rocky Flats Field Office  
Contracting Officer

THE DOW CHEMICAL COMPANY

BY: /s/ Mark E. Putnam

TITLE: Executive Vice President

Modification No. 27 to  
Contract No. AT(29-1)-1106

CORPORATE CERTIFICATE

I, R. B. Bennett, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that Mark E. Putnam, who signed this contract on behalf of the Contractor, was then Executive Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body; and that said contract is within the scope of the said corporation's corporate powers.

/s/ R. B. Bennett

501-112  
(8-51)

Contract AT(29-1)-1106

U. S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON

Decision No. **0-13,911**

*O.P. Law*

Date: **May 31, 1955**

**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described on the attached wage schedule.

A study has been made of wage conditions in the locality and on the basis of information assembled by the Department of Labor the wage rates listed on the attached schedule are hereby determined by the Secretary of Labor as the prevailing (or, in the case of the Federal Airport Act, as the minimum) rates of wages for the described classes of labor in accordance with applicable law.

**LAW REFERENCES AND SPECIAL PROVISIONS**

- DB Davis-Bacon Act, as amended, 40 U. S. C. 276 (a) et seq.
- FHA National Housing Act, as amended, 12 U. S. C. 1703 et seq.
- PHA Housing Act of 1949, as amended, 42 U. S. C. 1401 et seq.
- FAA Federal Airport Act of 1946, as amended, 49 U. S. C. 1101 et seq.
- HSC Hospital Survey and Construction Act of 1946, 42 U. S. C. 291 et seq.
- SCA School Survey and Construction Act of 1950, 20 U. S. C. 251 et seq.
- CFS Defense Housing and Community Facilities and Services Act of 1951, as amended, 42 U. S. C. 1592i.

U. S. G. O. 1955-15

COPIES

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described on the attached wage schedule.

A study has been made of wage conditions in the locality and on the basis of information assembled by the Department of Labor the wage rates listed on the attached schedule are hereby determined by the Secretary of Labor as the prevailing (or, in the case of the Federal Airport Act, as the minimum) rates of wages for the described classes of labor in accordance with applicable law.

### LAW REFERENCES AND SPECIAL PROVISIONS

<u>  X  </u> DB	Davis-Bacon Act, as amended, 40 U. S. C. 276 (a) et seq.
<u>      </u> FHA	National Housing Act, as amended, 12 U. S. C. 1703 et seq.
<u>      </u> PHA	Housing Act of 1949, as amended, 42 U. S. C. 1401 et seq.
<u>      </u> FAA	Federal Airport Act of 1946, as amended, 49 U. S. C. 1101 et seq.
<u>      </u> HSC	Hospital Survey and Construction Act of 1946, 42 U. S. C. 291 et seq.
<u>      </u> SCA	School Survey and Construction Act of 1950, 20 U. S. C. 251 et seq.
<u>      </u> CFS	Defense Housing and Community Facilities and Services Act of 1951, as amended, 42 U. S. C. 1592i.
<u>      </u> REO	Reorganization Plan Number 14 of 1950, 5 U. S. C. 133z-15.
<u>      </u>	Regulations of the Secretary of Labor, Part 5, Title 29, Subtitle A, Code of Federal Regulations.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be used during such period and made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates contained in this decision, unless modified, shall be the minimum wage rates to be paid under any such contract by contractors and subcontractors on the work.

Under the Davis-Bacon Act the contracting officer shall require that any class of laborers and mechanics not listed in the Secretary's decision, which will be employed on the contract, shall be classified or reclassified by the contractor or subcontractor conformably to the Secretary's decision and a report of the administrative action taken in such cases shall be transmitted by the agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination. Where classification of laborers and mechanics which were not included in the original decision are desired under any statutes other than the Davis-Bacon Act, a supplementary wage determination shall be requested by the Agency Head.

The wage rates contained in this decision are straight hourly wage rates. In some areas management and labor organizations in the construction industry have collectively bargained for health and welfare fund contributions. Such contributions are not included in wage rates determined by the Secretary of Labor for construction projects.

By direction of the Secretary of Labor,

*Liam P. Holman*  
Solicitor of Labor

Attachment