

ATTACHMENT 1

**POST POSITIONS
EL CENTRO SERVICE PROCESSING CENTER**

Revised Jan 28, 2009					
<u>REVISED POST POSITIONS/MAN-HOUR CHART</u>					
<u>EL CENTRO SERVICE PROCESSING CENTER</u>					
	SECURITY OFFICER (S) POST/ POSITION	SHIFTS	DAYS PER WEEK	MAN HOURS PER WEEK	ESTIMATED MAN HOURS PER YEAR
1	Project Manager*				
2	Supervisory Detention Officer Lieutenant	3	7	168	8,736
3	Supervisory Detention Officer Lieutenant	3	7	168	8,736
4	Supervisory Detention Officer Lieutenant	2	5	80	4,160
5	CCTV OCO	3	7	168	8,736
6	CCTV	3	7	168	8,736
7	CCTV	3	7	168	8,736
8	Gate 4	3	7	168	8,736
9	Zone 1	3	7	168	8,736
10	"A" Barracks North	3	7	168	8,736
11	"A" Barracks South	3	7	168	8,736
12	"A" Barracks Rover	3	7	168	8,736
13	"B" Barracks East	3	7	168	8,736
14	"B" Barracks West	3	7	168	8,736
15	"B" Barracks Rover	3	7	168	8,736
16	"K" Barracks	3	7	168	8,736
17	"L" Barracks	3	7	168	8,736
18	"K" & "L" Barracks Rover	3	7	168	8,736
19	"M" Barracks	3	7	168	8,736
20	"N" Barracks	3	7	168	8,736
21	"M" & "N" Barracks Rover	3	7	168	8,736
22	Medical Security	3	7	168	8,736
23	Medical Security	2	7	112	5,824
24	Medical Security Escort	2	7	112	5,824
25	Medical Security Infirmary	3	7	168	8,736
26	Platform(Camp)	3	7	168	8,736
27	Rover/Relief/Patrol/PAT	3	7	168	8,736
28	Library	2	7	112	5,824
29	Library	2	7	112	5,824
30	Library Officer	2	7	112	5,824
31	Kitchen/ Patrol	2	7	112	5,824
32	Kitchen/ Patrol	2	7	112	5,824
33	Segregation Desk Officer	3	7	168	8,736
34	Segregation	3	7	168	8,736
35	Main Entrance	3	7	168	8,736
36	Main Entrance	3	7	168	8,736
37	Main Entrance	3	7	168	8,736
38	Camp Detail Officer	2	7	112	5,824
39	Camp Detail Officer	2	7	112	5,824
40	Tower Security(Back)	2	7	112	5,824
41	Recreation Security	2	7	112	5,824
42	Recreation Security	2	7	112	5,824
43	Recreation Security	2	7	112	5,824
44	**ICE Designated Assignment Tool Room	1	7	56	2,912
45	**ICE Designated Assignment Gate 185	1	7	56	2,912
46	**ICE Designated Assignment	1	7	56	2,912
47	**ICE Designated Assignment	1	7	56	2,912
48	**ICE Designated Assignment	1	7	56	2,912
49	**ICE Designated Assignment	1	7	56	2,912
50	Laundry	2	7	112	5,824
51	Laundry	2	7	112	5,824
52	Processing	3	7	168	8,736
53	Relief Processing	3	7	168	8,736

54	Assist Processing Officer/Feed/Patrol	3	7	168	8,736
55	Assist Processing Officer/Feed/Patrol	3	7	168	8,736
56	Assist Processing Officer/Feed/Patrol	3	7	168	8,736
57	Assist Processing Officer/Feed/Patrol	3	7	168	8,736
58	Assist Processing Officer/Feed/Patrol	3	7	168	8,736
59	Baggage Officer	3	7	168	8,736
60	Control Officer	3	7	168	8,736
61	Assist Control Officer	3	7	168	8,736
62	ACA/NDS Compliance Officer	1	5	40	2,080
63	ACA/NDS Compliance Officer	1	5	40	2,080
64	Mailman	1	7	56	2,912
65	Mailman Detainee Mail	1	7	56	2,912
66	Classification Officer	1	5	40	2,080
67	Bailiff	1	5	40	2,080
68	Bailiff	1	5	40	2,080
69	Bailiff	1	5	40	2,080
70	Bailiff	1	5	40	2,080
71	Bailiff Escort	1	5	40	2,080
72	Recreation Specialist day	1	7	56	2,912
73	Recreation Specialist swing until 6p	1	7	56	2,912
	Armed Transportation/Post				
74	Transportation Supervisor	3	7	168	8,736
75	Transportation Officer/Feed/Patrol Days/Swing	2	7	112	5,824
76	Transportation Officer/Feed/Patrol Days/Swing	2	7	112	5,824
77	Transportation Officer/Feed/Patrol Days/Swing	2	7	112	5,824
78	Transportation Officer/Feed/Patrol Days/Swing	2	7	112	5,824
81	Transportation Officer/Feed/Patrol Graves	1	7	56	2,912
82	Transportation Officer/Feed/Patrol Graves	1	7	56	2,912
83	Gate 1 (ARMED) Permanent Post	3	7	168	8,736
84	Gate 1 (ARMED) Permanent Post	3	7	168	8,736
	WEEKLY & ANNUAL TOTALS	183		10,088	524,576
	*THE PROJECT MANAGER IS NOT BILLABLE UNDER CONTRACT LINE ITEM NUMBERS (CLIN). THE POSITION IS REQUIRED AND MUST BE AVAILABLE; HOWEVER, IT IS CONSIDERED TO BE PART OF OVERHEAD.				
	**ICE DESIGNATED ASSIGNMENT POSITIONS ARE TO BE UTILIZED AT THE DISCRETION OF THE OFFICER IN CHARGE (OIC) OR DESIGNEE. THESE ARE POST POSITIONS THAT MUST BE MANNED AND THEREFORE NOT BE UTILIZED AS RELIEF FOR OTHER POST POSITIONS.				
	NOTES: EXPLANATION OF COLUMN TITLES				
	DETENTION OFFICER (S) POST POSITIONS: THE CURRENT POST POSITIONS QUANTITY MAY FLUCTUATE AND LOCATIONS MAY CHANGE DEPENDING UPON AGENCY REQUIREMENTS.				
	1 SHIFT EQUALS DAY SHIFT				
	2 SHIFTS EQUALS DAY AND SWING SHIFTS				
	3 SHIFTS EQUALS DAY, SWING AND GRAVEYARD SHIFTS				
	MEDICAL POSTPOSITIONS:				
	DAY SHIFT: 6:00 A.M. - 2:00 P.M.				
	AFTERNOON SHIFT: 2:00 P.M. - 10:00 P.M.				
	CAMP DETAIL:				
	DAY SHIFT: 6:00 A.M. - 2:00 P.M.				
	AFTERNOON SHIFT: 2:00 P.M. - 10:00 P.M.				

ICE UNDESIGNATED OFFICER POSITIONS:				
DAY SHIFT: 6:00 A.M. - 2:00 P.M.				
ALL OTHER POSTPOSITIONS:				
DAY SHIFT: 7:00 A.M. - 3:00 P.M.				
SWING SHIFT: 3:00 P.M. - 11:00 P.M.				
GRAVEYARD SHIFT: 11:00 P.M. - 7:00 A.M.				
DAYS PER WEEK= NUMBER OF DAYS PER WEEK SERVICE				
MAN HOURS PER WEEK= NUMBER OF SHIFTS TIMES EIGHT (8) MAN				
HOURS PER DAY TIMES THE NUMBER OF DAYS PER WEEK				
ESTIMATED MAN HOURS PER YEAR = MAN HOURS PER WEEK TIMES 52				
WEEKS. 52 WEEKS ARE USED FOR ESTIMATE PURPOSES ONLY BECAUSE				
YEARS HAVE EITHER 365 OR 366 DAYS. THESE AMOUNTS ARE ESTIMATES				
ONLY.				
NOTES: ICE PAYS FOR ACTUAL HOURS WORKED (8 HOURS PER SHIFT) AT				
THE ALL-INCLUSIVE RATE LISTED IN SCHEDULE B. IT IS THE RESPONSIBILITY				
OF THE CONTRACTOR TO INCLUDE LUNCH PERIODS, BREAKS, TRAINING				
HOURS, RELIEF AND ANY OTHER COSTS INTO THE MAN HOUR RATE.				
Transportation will be done on a as needed basis.				

ATTACHMENT 2

**COLLECTIVE BARGAINING AGREEMENT
(DETENTION OFFICERS)
WAGE DETERMINATION #: CBA-2009-2580
EL CENTRO SERVICE PROCESSING CENTER**

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

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

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2009-2580
Revision No.: 0
Date Of Last Revision: 1/22/2009

State: California

Area: Imperial

Employed on Department of Homeland Security, ICE-DM-OAQ Laguna contract for Detention Management Services.

Collective Bargaining Agreement between contractor: AKAL Security Incorporated, and union: Security, Police, and Fire Professionals of America Local 165, effective 12/30/2006 through 12/31/2011 and amended on 11/17/2008.

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

April 9, 2008

Collective Bargaining Agreement
Between
AKAL SECURITY, INCORPORATED
and the
SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA
Amalgamated Local # 165

SFFPA Local 165 & Akal Security Inc.
April 9, 2008
El Centro, CA Service Processing Center
Dan Payne/Alfred Legler/Jim Barker
Janet Gunn/Rick Durham

PREAMBLE

THIS AGREEMENT is made and entered by and between **AKAL SECURITY, INCORPORATED**, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company", and **Security, Police, and Fire Professionals of America (SPFPA)**, on behalf of its Local #165, hereinafter referred to as the "Union".

ARTICLE I

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This agreement is entered into between Akal Security, Inc., and SPFPA, Local #165 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The Unit is defined as all full-time and part-time position Custody Officers employed by the Company at the ICF Service Processing Center, El Centro, California, excluding all other Employees including office clerical Employees and professional Employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors, and assignees. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to four (4) members and one (1) alternate selected by the Union to represent the Employees in collective bargaining negotiations.

SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved Employees will be paid their regular rate of pay in the conduct of Company-Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor will release the steward as soon as possible. The Union Steward will be paid for time spent in the regard, upon receiving Supervisor approval of relief from duty.
- D. It is agreed that Union Committee Members may, from time to time, be allowed to deliver documents to Members at the work site, under the stipulation that it does not interfere with the orderly operations of the facility or interfere with duties scheduled by Company Management. Such delivery of documents will only be conducted during authorized times and places as set forth by Company Management.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform duties of the Employees in the bargaining unit, except in an emergency.

SECTION 1.5 CLASSIFICATIONS

- A. Full-time Employees are those Employees who are scheduled to work 40 hours per week and regularly work 32 hours or more a week.
- B. Part-time Employees are those Employees who are scheduled to regularly work less than 32 hours per week.
- C. Employees covered by this agreement shall not be required to deliver office supplies, furniture, equipment, or distribution that does not pertain to Custody/Security related duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial service other than to clean up or pick up after themselves.

SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within 10 days after the 30th day following the effective date of this Agreement or date of hire, either:
1. Become a member of the Union and remain a member.
 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
 - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code).
 - b) The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

SECTION 1.7 DUES CHECKOFF

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name, address, date of hire, and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.8 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company.

Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

It is expressly understood and agreed that the services to be performed by the Employees covered by this Agreement pertain to and are essential to the operation of the El Centro Service Processing Center. Both the Company and the Union recognize their paramount goal is to maintain safety and provide continuity of facility operations at the El Centro Service Processing Center.

SECTION 1.9 ANTI-DISCRIMINATION

Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability, or other protected reason. The Employer will treat Employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2**SENIORITY****SECTION 2.1 SENIORITY DEFINED**

For the purpose of this Agreement, "Special Detail Posts" are those that are assigned for an extended period of time and do not change day to day.

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as Custody Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, special details, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, special details, vacation schedules, transfers, days off, and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, shift bidding, special details, vacation schedules, extra work, and other matters as provided for in this agreement.
- D. Part-time Employees will have seniority only among other part-time Employees. Any part-time Employee who becomes full-time will be placed on the seniority list for full-time Employees in accordance with the date they become a full-time Employee or once they have completed the equivalent of the 90 day probationary period.
- E. Employees who make Company approved transfers will maintain Company seniority based on original hire date after the approved transfer.

SECTION 2.2 SENIORITY LISTS

The Company will provide a list to the Local twice a year on demand of the Union. The data will include name, location, classification, rate of pay, and last Entry on Duty date. The Union will verify seniority and provide a copy of the confirmed seniority list to the Company within 14 days of receipt.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the Company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is permanently promoted to a non-bargaining unit position for more than four (4) weeks shall have their seniority frozen. If they return to the bargaining unit at a later date, their seniority will start again on that return date. Anyone performing in a non-bargaining unit position intermittently (for more than one consecutive shift) will have their seniority adjusted by the amount of time spent out of the unit.

If they return to the Bargaining Unit at a later date, their seniority will be adjusted accordingly to reflect a loss of seniority accrued while out of the bargaining unit.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a 90 calendar day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

- a. the Employee quits or retires;
- b. the Employee is discharged for just cause;
- c. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d. the Employee is laid off for a continuous period of one (1) year or 365 calendar days;
- e. the U.S. Government revokes the Employee's security clearance;
- f. the Employee is permanently transferred out of the Bargaining Unit.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays, and holidays). The Project Manager or designee will notify the Union President in writing of such openings. The Union President will then verify that all part-time position Custody Officers have been notified. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.

SECTION 3.2 LAYOFF AND RECALL

In the event of layoff or recall, when positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

SECTION 3.3 APPOINTMENT OF SUPERVISORY STAFF

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Supervisors. Based on these guidelines, all appointments will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

SECTION 3.4 EXCHANGE OF DAYS OFF - SHIFT ASSIGNMENT (TRADE AGREEMENTS)

- A. Employees may be permitted to exchange hours of work with other Employees in the same classification or level, performing the same type of duties in the same work area, provided that:
 - 1. the Employees requesting the work exchange submit a formal written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange.
 - 2. the supervisor(s) approves the exchange.
- B. The Employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals,) which they would not have otherwise received.
- C. Once approved, shift changes shall not be subjected to further review, except for operational needs. If a trade agreement is denied, the supervisor denying the swap shall state the reason for the denial on the written request, providing a copy to all parties involved.

ARTICLE 4

MANAGEMENT RETAINED RIGHTS

SECTION 4.1

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

1. Hire;
2. Assign work and schedule;
3. Promote, demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Determine the size of the workforce, including the number, if any, of Employees assigned to any particular shift.
6. Make and enforce work rules not inconsistent with the provisions of this agreement;
7. Require Employees to observe reasonable Employer rules and regulations;
8. Determine when overtime shall be worked;
9. Determine the qualifications of an Employee to perform work.

SECTION 4.2 RIGHTS PRESERVATION

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any suspension or revocation of required clearances by the U.S. Government. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under express directives of the U.S. Government.

SECTION 5.2 GENERAL PROVISIONS

- A. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved Employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.
- C. Time limits set forth herein may be extended only by mutual agreement between the Company and the Union.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** – The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the Bargaining Unit) within five (5) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within five (5) working days of an Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Project Manager or designee in accordance with Step One.

- B. **Step One** – If the matter is not resolved informally, the Employee shall, not later than 10 days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the Union Representative, and shall be submitted to the Project Manager or designee with a copy to the Company's Human Resource Vice President. The Project Manager or designee shall have 10 days from the date the grievance was received by the Project Manager or designee to return a decision in writing with a copy to the aggrieved Employee and the Union Representative.
- C. **Step Two** – If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Vice President of Human Resources or designee not later than 10 days from the denial by the Project Manager or designee. The Vice President of Human Resources or designee will have 20 days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee and the Union representative.
- D. **Grievance for Discipline** – Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Project Manager through the Site Supervisor or designee within 10 days after the occurrence of the facts giving reason to the grievance.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Vice President of Human Resources written notice of its desire to proceed to arbitration not later than 15 days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Selection of an Arbitrator** – Within 15 days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within 15 days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- B. **Decision of the Arbitrator** – The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- C. **Arbitration Expense** – The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

SECTION 5.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

After completion of the probationary period, as specified in Section 2.5, no Employee shall be disciplined, dismissed, or suspended without just cause. Just cause shall include any suspension or revocation of clearance by ICE. The "final decision" on the Employee's removal shall be determined by the Government, and the Company shall be held harmless by the Union and the Employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company's contract with the U.S. Government sets out performance standards and contract requirements for Custody Officers and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the U.S. Government.

SPFPA Local 163 & Akal Security Inc.
April 9, 2008
El Centro, CA Service Processing Center
Dan Payne/Alfred Legler/Jim Barker
Janet Guna/Rick Durham

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described above. It is recognized by parties to this Agreement that progressive discipline shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.).

Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in discipline up to, and including, termination.

The actions which may, as deemed appropriate by the Employer, result in and establish just cause for discipline (up to and including immediate dismissal) shall include, but shall not be limited to:

- Abuse of authority
- Neglect of duties
- Breach of security
- Breach of chain of command
- Conduct which impugns or disparages the DIIS, ICE, or its agents or the Employer or its agents to the Government or other third parties except when such conduct is privileged under a specific law
- Inappropriate conduct directed at or involving Government employees, detainees, members of the public, or while in uniform
- Violation of standards of conduct including but not limited to the Akal Handbook and post orders
- Dishonesty
- Misappropriation of funds
- Theft
- Assault
- Intoxication or drinking on duty or illegal use or possession of drugs or narcotics
- Immoral conduct
- Fighting
- Breach of building/facility rules or regulation
- Sleeping while on duty
- Destruction of property
- Criminal misconduct

SECTION 6.2 REMOVAL OF VERBAL/WRITTEN RECORDS

- A. If, during a six (6) month period following the date of any verbal summary of formal counseling, the Employee has received neither further formal counseling, an unsatisfactory service rating, nor any disciplinary action, and on or after the expiration of such six (6) month period the Employee requests the Employer to do so, the Employer shall remove the verbal summary of formal counseling from the Employee's individual personnel file.
- B. If, during a one (1) year period following the date of any written summary of formal counseling, the Employee has received neither further formal counseling, an unsatisfactory service rating, nor any disciplinary action, and on or after the expiration of the one (1) year period the Employee requests the Employer to do so, the Employer shall remove the written summary of formal counseling from the Employee's individual personnel file.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of 40 hours of work shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 ½) of An Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of 40 hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime (i.e. over 40 hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

SPFPA Local 165 & Akal Security Inc.
 April 9, 2008
 El Centro, CA Service Processing Center
 Dan Payne/Alfred Legler/Jim Barker
 Janet Gunn/Rick Durham

SECTION 7.4 OVERTIME AND MAKE-UP HOUR DISTRIBUTION

Full-Time Bargaining Employees will be expected to work overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list. Full-Time Officers who have missed work and wish to work hours in order to achieve 40 hours in a work-week will be afforded make-up hours first. It is the officer's responsibility to inquire as to making up lost time, which will be awarded at the discretion of Management.

When an Employee is next on the list for mandatory overtime, they will be afforded the opportunity to refuse the overtime hours one (1) time per seniority cycle. He/She will be passed over and the next Full-Time Bargaining Unit Employee on the list will work overtime.

Mandatory overtime will be inverse to voluntary, in that the Employee with the least seniority will be required to meet the overtime requirement first.

Full-Time Bargaining Employees can be contacted by phone during off duty hours and asked to voluntarily come in for overtime hours. It is understood that no Full-Time Bargaining Employee can be ordered to come in for mandatory overtime unless *emergent* conditions exist, i.e., riot, hostage situation, mass evacuation, etc.

A separate mandatory list for Part-Time Employees will be maintained by Management.

ARTICLE 8**WORK SHIFTS AND PAYMENT POLICIES****SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, SPECIAL DETAILS, AND SENIORITY**

Upon ratification of this Agreement, the Company and the Union agree to meet within 60 days to design a mutually acceptable method for shift bidding and days off.

The Company will have a schedule for each shift posted at least two (2) weeks in advance.

SECTION 8.2 WAGE SCHEDULE

The base rate of pay for Custody Officers covered by this Agreement in all locations are described in detail below:

Current

Custody Officer	23.70 per hour
Health and Welfare Allowance	3.75 per regular hour worked
Pension	1.22 per regular hour worked
Uniform Allowance	0.42 per regular hour worked

as of January 1, 2007

Custody Officer	24.65 per hour
Health and Welfare Allowance	4.00 per regular hour worked
Pension	1.27 per regular hour worked
Uniform Allowance	0.42 per regular hour worked

as of January 1, 2008

Custody Officer	25.60 per hour
Health and Welfare Allowance	*.** per regular hour worked
Pension	*.** per regular hour worked
Uniform Allowance	0.42 per regular hour worked

as of January 1, 2009

Custody Officer	26.55 per hour
Health and Welfare Allowance	*.** per regular hour worked
Pension	*.** per regular hour worked
Uniform Allowance	0.42 per regular hour worked

as of January 1, 2010

Custody Officer	27.50 per hour
Health and Welfare Allowance	*.**per regular hour worked
Pension	*.**per regular hour worked
Uniform Allowance	0.42 per regular hour worked

as of January 1, 2011

Custody Officer	28.45 per hour
Health and Welfare Allowance	*.**per regular hour worked
Pension	*.**per regular hour worked
Uniform Allowance	0.42 per regular hour worked

** The parties agree that either party may reopen negotiations for amendments to Health and Welfare Allowance at any time after September 1 and before October 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement.

If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this Agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

SECTION 8.3 PAYDAY

Payday for all hourly Employees will be no later than 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. Direct deposit is available, and the company will make this option available to all Employees.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

SECTION 8.5 SHIFT DIFFERENTIAL

Employees working between the hours of 1500 and 2300, or any part thereof, will be paid a shift differential of 4%. Those Employees working between the hours of 2300 and 0700, or any part thereof, will be paid a shift differential of 6%.

SECTION 8.6 SHIFT SPECIAL DETAILS

All special details will be (3) months in length and will be bid on and awarded by seniority. No Part-Time Employee may be assigned a special detail unless Management needs that Part-Time Employee to fill in the slot while the Full-Time Employee is scheduled off.

For the purposes of bidding for special details, union seniority shall be defined as seniority within the work site.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

New Year's Day	Independence Day	Veteran's Day	Columbus Day
Christmas Day	Labor Day	Martin Luther King Birthday	President's Day
Memorial Day	Thanksgiving Day	Good Friday	Employee Birthday

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift differential for that holiday.
- B. Any full-time Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay times 1 ½ for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the regular rate as described in (A) above.
- C. Any part-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay 1 ½ times for all hours worked, and in addition, shall receive prorated holiday pay based on the number of actual hours the Employee worked in the two (2) week pay period prior to the holiday.
- D. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government/Company designates as the Holiday.
- E. Any Employee who is requested and agrees to work on any of the above named holidays, but fails to report to work for such holiday, shall not receive holiday pay. Employees must work the scheduled day before and the scheduled day after to receive holiday pay.

**ARTICLE 10
VACATIONS**

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act.

Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

Upon completion of one (1) year of service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of (10) years of service:	160 hours
Upon completion of (15) years of service:	200 hours

SECTION 10.2 ELIGIBLE PART-TIME EMPLOYEES

Part-time Employees are eligible for vacation benefits on a prorated basis, based on 2080 hours and defined by the maximums allowed in the contract. All paid hours during the preceding year will be used to figure the Employee's work hours.

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Employees who cash out vacation time are not entitled to participate in the vacation selection process, nor take vacation during the year unless approved under the guidelines for Leave Without Pay, as outlined in Article 11.

Employees will pick vacation by full-time seniority with 30 days to pick between November 1st and November 30th of each year. The Employee shall be ready to pick when asked. If not ready, the Employee will be passed over and pick what is available when ready.

Once the Employee has picked his/her vacation by seniority, the Company will post a list of vacation schedules no later than January 1st of each year. Once posted, management cannot make any changes except as needed to maintain continuity of operations of the Service Processing Center. Employees will submit a written request based on available openings. This process is limited to vacation selections of one (1) week increments.

All other vacation requests must be made in writing not less than two (2) weeks prior to the proposed vacation dates. The Company will respond to these other requests within five (5) working days.

SECTION 10.4 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

At any time during the year, Employees may request in writing to be paid for earned vacation pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle.

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period.)

SECTION 10.7 VACATION – LAID OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.8 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each. Vacation must be taken in one (1) day, eight (8) hour increments.

SECTION 10.9 LEAVE TIME DONATION

If a Local 165 Employee is catastrophically ill or injured or if the spouse or child of such a Local 165 Employee becomes catastrophically ill or injured, Local 165 Employees, with the Company's approval, may donate vacation or personal leave time to the impacted Employee. Donations must be made in whole hours, noted on a form to be provided by the Employer, and will be cashed out on an hour-for-hour basis to the impacted Employee on the next pay period. This section is not subject to the grievance and arbitration provisions of this contract. Nothing in this section shall require or prohibit the Union or the Employer from matching Employee donations or making donation of their own.

ARTICLE 11**LEAVES OF ABSENCE****SECTION 11.1 LIMITATIONS**

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An Employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain An Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in case of verified personal emergency. Failure to report for scheduled shifts without Employer permission may face disciplinary action.

Any full-time Employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker Compensation, or whose absence is not a Company approved accommodation and/or leave, may face disciplinary action.

SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated, herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work.
- D. If the Employee files for medical leave on false pretext and works for another employer without pre-authorization from the Company, the Employee will be removed from the Custody Officer program and from employment with Employer.

SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated, volunteers, or is drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.4 UNION LEAVE

The Company agrees to grant five (5) days, at one time, of Union Leave (LWOP) to Union Officers (Maximum of 5 Employees, with no more than 3 per shift), as long as staffing permits, upon 14 days written request for the purpose of attending Union Conventions, or other meetings of vital interest to the Union, for the duration required to perform the duties of the position, which he/she was elected or appointed and with seven (7) days notice for a Local meeting of one (1) day or less or 14 days notice for more than one (1) day of leave.

SECTION 11.5 PERSONAL / SICK LEAVE

Each Full-Time Employee shall be entitled to 9 days of Personal/Sick leave per full contract year, all days made available on their anniversary date. Of the 9 sick day entitlement, six (6) days shall be available for cash-out at the end of the Employee's anniversary year.

- A. Sick days shall be used in no less than eight (8) hour increments and shall be paid when taken by the Employee.
- B. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- C. Sick (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least two (2) hours prior to the beginning of his/her regular shift in order to be eligible for paid sick leave benefits. Proof of illness may be required after two (2) days. Disciplinary action may result from excessive or unapproved absenteeism.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to the site Project Manager or designee at least 10 calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 1. The reasons for such leave;
 2. The effective dates of such leave;
 3. The estimated date of return to work.
- B. The Company will respond to the request within seven (7) working days.
- C. The written request for leave of absence shall be submitted to the Project Manager for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within 10 calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than 30 days.

SECTION 11.7 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.8 JURY DUTY

Full time Employees with one or more years of continuous service will be reimbursed up to 5 days in any calendar year for any loss of income during their otherwise scheduled workweek for time spent on Jury Duty. Said reimbursement shall be offset by any jury fees received by the Employee. Employees must inform their supervisor immediately upon receiving a notice to report for Jury Duty. The Employee reserves the right to request an exemption when the Employer determines that the Employee's absence would create hardship.

SECTION 11.9 BEREAVEMENT LEAVE

If necessary for An Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to five (5) days paid leave. If the funeral takes place more than 250 miles form the work-site, the Employee shall be entitled to seven (7) days leave.

Immediate family is defined as an Employee's:

- a. Father or Mother
- b. Spouse
- c. Sister or Brother
- d. Child (including legally adopted children and/or step children)
- e. Father or Mother In Law
- f. Sister or Brother In Law
- g. Grandparent (Grandparent In Law)
- h. Grandchild
- i. Recognized Spouse
- j. Aunt
- k. Uncle
- l. Niece
- m. Nephew

The Employer reserved the right to verify all bereavement leave requests and may require proof of the death for which the Employee requests leave.

SECTION 11.10 ABSENTEEISM FROM DUTY

When an Employee fails to report for duty, and does not notify Management prior to the scheduled shift, it is considered a "no-call/no-show". In the event an emergency prevents an Employee from reporting to work and notifying the office prior to the scheduled shift, an Employee must contact the appropriate supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

When an Employee fails to call in two (2) hours prior to the start of the shift, the Employee is subject to disciplinary action, as this prevents Management from filling an unoccupied post in a timely manner.

If an Employee comes to work late, the Employee will only be disciplined as coming in late not for a no-call/no-show. If the Employee notifies Management of the impending tardiness prior to the start of the shift, the Employee may still be subject to discipline unless there are verifiable reasons for the tardiness.

The Company considers that an Employee has resigned their position voluntarily (voluntary separation) if the Employee is absent from duty due to "no-call/no-show" more than three (3) shifts or two (2) consecutive days in a 12 month period.

SECTION 11.11 OVERSCHEDULED MANPOWER

In the event that Management has scheduled more Officers than required for shift operations, Management will compose a voluntary list before the start of the shift that will give any full-time Officers the opportunity to leave voluntarily. The selection process will be based on seniority. The Officer, who signed the list that has the most seniority and has not gone home, will be selected.

When the Officer has been selected, the Officer will then sign a voluntary leave form which will be maintained by Management. The Officer will be able to leave without pay, use a personal/sick day, or use a day of annual leave. The voluntary Departure List will be maintained by Management, and by request, a copy of said list will be made available to the Union.

ARTICLE 12

HEALTH, WELFARE, AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

SECTION 1

We agree to recognize the following Health and Welfare benefit rates:

Current Health and Welfare Rate (April 9, 2008): \$4.35 per hour (H & W re-opens each year thereafter)

SECTION 2

Effective January 1, 2007, the appropriate hourly Health and Welfare monies will be forwarded to the Union's Third Party Administrator no less than five (5) working days after each payday. It is the Union's responsibility to notify the companies of the name of the Union's Third Party Administrator and any changes relative to same.

SECTION 3

The Employer's responsibility under this Article is the withholding and forwarding to the Union of its designated Third Party Administrator Health and Welfare monies plus any additional funds deducted, as authorized by the employee, and prescribed under Section 4. The Employer must be provided with the necessary documentation from said employee, confirming employee's withholding election. The Union will be, solely and exclusively, responsible for all aspects of Administration of its Health Plan coverage, benefits and any other supplemental benefits provided to the employees through the Union.

SECTION 4

Subject to the conditions and particulars listed above, any additional or required employee contributions for Health Insurance Coverage or any other supplemental benefits offered by or through the Union will, at the employee's option, be deducted by means of a payroll deduction. The Employer must be provided with the necessary documentation to confirm such employee election.

As a condition of the Employer being responsible for withholding and forwarding all such monies for any employee covered under this Agreement and eligible for such contribution, all such employees must complete an authorization form, which authorizes the Employer to deduct any/all contributions made for said employees. Such authorization shall specify amounts to be deducted from the employee's paycheck.

For any/all error(s) relative to such contributions, said errors meaning errors made by the employee in completing any forms, the responsibility for said error shall be the employees. For any/all periods when the employee was ineligible, ineligible employees are those who are not on active duty status, the employer shall have the right to recover such contributions from the employee.

SECTION 5

To enable the Union benefit consultants to go to market in an attempt to improve member health benefits, the Company agrees to provide the necessary data for the benefit consultants to obtain quotes. This will include a census, prior and current plan designs, etc. The Employer also agrees to supply the Union with a list of new employees each month. The Union shall have the right to fund the plan prior to giving said employee health benefits.

SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401K plans, and any other plan mentioned in this agreement.

SECTION 12.3 UNIFORM ALLOWANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Article 8.2.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the US Government for the Local to locate a Union-provided bulletin board that will be used by the Union for posting of notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the US Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATION

The Employer has the right to choose the physician who will perform any physical exam that may be required.

Medical exams may be required by the US Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic at its discretion. Physical fitness is an important job requirement. Employees must pass the medical exam prescribed by the Employer's contract with the US Government in order to be employed and to maintain employment.

The Employer will pay for the time required for the Employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the site supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Project Manager or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 DRUG AND ALCOHOL PROGRAM

The Parties recognize that, given the safety and sensitivity of the environment, and the nature of the work performed by the Company and its Employees, the use of controlled substances or alcohol on the job poses a substantial risk to all Employees, the detained population, the Company, and to members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug-free workplace, random drug and alcohol screening will occur. Such policy shall be subject to revision by the Company by mutual agreement with the Union. The Company will pay for any time used by An Employee taking an initial drug test that finds a negative result.

SECTION 13.4 UNION MEETINGS

Neither Union Officials nor Union Members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings or any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless engaged in company approved activities.

With prior approval from the Company Project Manager, Local Representatives may distribute items to Members such as forms or documents pertaining to retirement plans or insurance programs. Any such distribution must be conducted during authorized breaks and cannot interfere with the operational tempo of the Security Force.

SECTION 13.5 UNION PRESENTATION

Local Union Committee Members will be afforded an opportunity to address newly hired Custody Officers and provide each of them with a "Welcome Aboard Package" containing a condensed version of pertinent information regarding employment at the El Centro Service Processing Center. The Security Force Project Manager and Training Department Personnel will determine time allotted for said audience.

Should it be determined that due to time limitations the above audience is not possible during formal orientation, the Project Manager will make available a time for newly hired Custody Officers to meet with Local Union Committee Members, en masse. At least one Local Union representative shall be released from work on administrative leave to attend said meeting.

In an effort to promote Union/Management relations, the Local extends an open invitation to the Project Manager to attend all such initial greetings as an observer, with the understanding that in the capacity of an observer, they are not to interfere with the Union presentation.

SECTION 13.6 MANAGEMENT / LABOR RELATIONS

In the interest of good communications, the Company and the Union agree there shall be a Labor and Management Meeting consisting of three (3) representatives of the Union and up to three (3) representatives from the Company. Both Parties will mutually agree upon any additional participants. The purpose of this meeting will be to improve labor/management relations by providing an informal forum for the free exchange of views and discussion of mutual concerns of both Parties. It is clearly not the intention that this exchange by-pass the normal grievance procedure.

Any agreements reached at these meetings to change practices or policies shall be put in writing and will only be effective when signed by both parties.

It is suggested that these meetings will be held on a monthly basis. All scheduled meeting times and places will be mutually agreed to by both parties.

SECTION 13.7 ACCESS TO PERSONNEL FILES

As possible, and in accordance with applicable laws, the Union shall have access to personnel records of An Employee in conjunction with the investigation of a grievance or for use in arbitration. The Union will present written authorization from the Employee before access will be granted. The Union shall maintain the confidentiality of all information contained therein.

SECTION 13.8 CONFIDENTIALITY OF MEDICAL RECORDS

To ensure strict confidentiality, only authorized representatives of the Employer, or authorized Union Representatives, with the Employee's written permission, shall possess or have access to any Employee medical records, including sick leave affidavits, records prepared by a private physician, rehabilitation facility, or other resource for professional assistance.

SECTION 13.9 GUARD CARDS AND PERMITS

All Employees shall submit to the Company within 15 calendar days of the execution of this agreement, a copy of the California Guard Card. All Employees shall be required, at their own expense, to maintain a valid California Guard Card. In the event that the Employee's California Department of Consumer Affairs Guard Card Permit lapses or becomes otherwise invalidated, the Employer may temporarily suspend, but not discharge, the Employee. Once having proof that the payment renewal was sent within the 90 days guideline set forth by the Department of Consumer Affairs, the Employee may continue employment as long as the Employee has shown proper documentation that their guard card is valid.

SECTION 13.10 TRAINING

The Company agrees to pay Employees for required and mandated government and/or Company training to the extent required by the contract between ICE and the Company.

SECTION 13.11 PRE/POST SHIFT ACTIVITY

Employees will be paid for all pre and post shift work done at the direction of the company and/or the client; this is compensable time. The employee will report any work done to their immediate supervisor in order to be ensured proper compensation.

ARTICLE 14**401(k) PLAN**

The Employer's responsibility under this Article is the withholding and forwarding to the Union's designated 401K Funds Administrator any funds deducted, as authorized by the Employee. The Employer must be provided with the necessary documentation from said Employee, confirming Employee's withholding election. The Union will be solely and exclusively responsible for all aspects of Administration of its SPFPA 401K Plan coverage provided to the Employees through the Union.

As a condition of the Employer being responsible for withholding and forwarding all such monies for any Employee covered under this Agreement and eligible for such contributions, all such Employees must complete an authorization form, which authorizes the Employer to deduct any/all contributions made for said Employees. Such authorization shall specify amounts to be deducted from the Employee's paycheck.

For any/all error(s) relative to such contributions, said error meaning errors made by the Employee in completing any forms, the responsibility for said error shall be the Employee's.

For any/all periods when the Employee was ineligible, ineligible Employees are those who are not on active duty status, the Employer shall have the right to recover such contributions from the Employee.

Payments to the Union's 401K Funds Administrator shall be forwarded by the Employer to the Union's 401K Funds Administrator by the thirtieth (30th) day of the month for those Employees who have submitted enrollment authorization by the first (1st) of the month. It is the Union's responsibility to notify the Employer of the name of the Union's 401K Funds Administrator and any changes relative to same.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the US Government, who is responsible for the condition and safety of the worksite.

While there is a safety committee in place at the site, the Union will continue to select the representative for the committee.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any US Government-provided workstation or break-room.

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of the utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination.

SECTION 16.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employee covered in this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

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

ARTICLE 18

ENTIRE AGREEMENT

The Parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after free exercise of such rights and opportunities.

Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the terms of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 19

DURATION

This Agreement shall be effective from 3:00P.M., April 9, 2008 through 11:59 p.m. December 31, 2011 and supersedes any and all prior agreements or understandings between the Parties.

IN WITNESS WHEREOF, the Parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA, LOCAL 165
BY: [Signature] (Dan Payne) 4-9-08
TITLE: SPFFA Regional Vice President

DATE: April 9, 2008

FOR: SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA, LOCAL 165
BY: [Signature] (Alfred Legler) 4/9/08
TITLE: President, SPFFA Local 165

DATE: April 9, 2008

FOR: AKAL SECURITY INC.
BY: [Signature] (Janet Gunn)
TITLE: Vice President of Human Resources, Akal Security, Inc.

DATE: April 9, 2008 04/09/08

ATTACHMENT 3

**WAGE DETERMINATION 2005-2057 REV. 7
(FOOD SERVICE PERSONNEL)**

EL CENTRO SERVICE PROCESSING CENTER

WD 05-2057 (Rev.-7) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of | Wage Determination No.: 2005-2057
Director Wage Determinations | Revision No.: 7
| Date Of Revision: 05/29/2008

State: California

Area: California Counties of Imperial, San Diego

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.27
01012 - Accounting Clerk II	17.14
01013 - Accounting Clerk III	19.18
01020 - Administrative Assistant	24.51
01040 - Court Reporter	18.09
01051 - Data Entry Operator I	13.22
01052 - Data Entry Operator II	14.42
01060 - Dispatcher, Motor Vehicle	17.93
01070 - Document Preparation Clerk	13.52
01090 - Duplicating Machine Operator	13.52
01111 - General Clerk I	13.54
01112 - General Clerk II	15.34
01113 - General Clerk III	17.22
01120 - Housing Referral Assistant	20.30
01141 - Messenger Courier	11.66
01191 - Order Clerk I	13.70
01192 - Order Clerk II	14.95
01261 - Personnel Assistant (Employment) I	17.20
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	23.10
01270 - Production Control Clerk	21.37
01280 - Receptionist	12.30
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.71
01311 - Secretary I	15.71
01312 - Secretary II	17.70
01313 - Secretary III	20.30
01320 - Service Order Dispatcher	16.47
01410 - Supply Technician	24.51
01420 - Survey Worker	17.93
01531 - Travel Clerk I	12.69
01532 - Travel Clerk II	13.87
01533 - Travel Clerk III	15.24
01611 - Word Processor I	13.95
01612 - Word Processor II	15.66
01613 - Word Processor III	18.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.21
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55

Attachment 3 - Wage Determination

05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.00
07041 - Cook I	11.79
07042 - Cook II	12.81
07070 - Dishwasher	8.76
07130 - Food Service Worker	9.68
07210 - Meat Cutter	15.10
07260 - Waiter/Waitress	8.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.13
09040 - Furniture Handler	13.02
09080 - Furniture Refinisher	18.13
09090 - Furniture Refinisher Helper	15.06
09110 - Furniture Repairer, Minor	16.81
09130 - Upholsterer	18.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.83
11060 - Elevator Operator	10.92
11090 - Gardener	15.62
11122 - Housekeeping Aide	10.92
11150 - Janitor	11.78
11210 - Laborer, Grounds Maintenance	12.70
11240 - Maid or Houseman	8.99
11260 - Pruner	13.45
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.70
11360 - Window Cleaner	12.42
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	18.34
12012 - Certified Occupational Therapist Assistant	22.02
12015 - Certified Physical Therapist Assistant	22.93
12020 - Dental Assistant	17.68
12025 - Dental Hygienist	40.91
12030 - EKG Technician	24.87
12035 - Electroneurodiagnostic Technologist	24.87
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	17.33
12072 - Licensed Practical Nurse II	19.39
12073 - Licensed Practical Nurse III	21.61
12100 - Medical Assistant	13.33
12130 - Medical Laboratory Technician	17.95
12160 - Medical Record Clerk	15.16
12190 - Medical Record Technician	15.28
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	35.36
12221 - Nursing Assistant I	9.69
12222 - Nursing Assistant II	10.90
12223 - Nursing Assistant III	11.89
12224 - Nursing Assistant IV	13.35
12235 - Optical Dispenser	17.55
12236 - Optical Technician	15.03

12250 - Pharmacy Technician	16.59
12280 - Phlebotomist	14.34
12305 - Radiologic Technologist	29.82
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	24.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.64
13012 - Exhibits Specialist II	22.56
13013 - Exhibits Specialist III	27.60
13041 - Illustrator I	18.80
13042 - Illustrator II	22.39
13043 - Illustrator III	27.38
13047 - Librarian	28.13
13050 - Library Aide/Clerk	12.47
13054 - Library Information Technology Systems Administrator	25.40
13058 - Library Technician	16.56
13061 - Media Specialist I	18.11
13062 - Media Specialist II	20.26
13063 - Media Specialist III	22.58
13071 - Photographer I	14.32
13072 - Photographer II	18.44
13073 - Photographer III	21.48
13074 - Photographer IV	26.28
13075 - Photographer V	31.80
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.36
14042 - Computer Operator II	18.30
14043 - Computer Operator III	20.40
14044 - Computer Operator IV	22.78
14045 - Computer Operator V	25.22
14071 - Computer Programmer I (1)	23.46
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.36
14160 - Personal Computer Support Technician	22.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.03
15020 - Aircrew Training Devices Instructor (Rated)	35.13
15030 - Air Crew Training Devices Instructor (Pilot)	41.69
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	27.88
15070 - Flight Instructor (Pilot)	41.69
15080 - Graphic Artist	22.31
15090 - Technical Instructor	23.75
15095 - Technical Instructor/Course Developer	29.05
15110 - Test Proctor	20.15
15120 - Tutor	20.15
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.20
16030 - Counter Attendant	9.20
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.20
16090 - Presser, Hand	9.20
16110 - Presser, Machine, Drycleaning	9.20

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16130 - Presser, Machine, Shirts	9.20
16160 - Presser, Machine, Wearing Apparel, Laundry	9.20
16190 - Sewing Machine Operator	12.04
16220 - Tailor	12.73
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.13
19040 - Tool And Die Maker	22.25
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.25
21030 - Material Coordinator	21.37
21040 - Material Expediter	21.37
21050 - Material Handling Laborer	13.07
21071 - Order Filler	12.67
21080 - Production Line Worker (Food Processing)	17.25
21110 - Shipping Packer	14.04
21130 - Shipping/Receiving Clerk	14.04
21140 - Store Worker I	11.73
21150 - Stock Clerk	15.41
21210 - Tools And Parts Attendant	17.25
21410 - Warehouse Specialist	17.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.33
23021 - Aircraft Mechanic I	23.45
23022 - Aircraft Mechanic II	24.33
23023 - Aircraft Mechanic III	25.20
23040 - Aircraft Mechanic Helper	17.33
23050 - Aircraft, Painter	20.61
23060 - Aircraft Servicer	19.35
23080 - Aircraft Worker	20.08
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	23.73
23130 - Carpenter, Maintenance	20.66
23140 - Carpet Layer	17.98
23160 - Electrician, Maintenance	21.81
23181 - Electronics Technician Maintenance I	19.20
23182 - Electronics Technician Maintenance II	23.12
23183 - Electronics Technician Maintenance III	27.60
23260 - Fabric Worker	18.49
23290 - Fire Alarm System Mechanic	21.36
23310 - Fire Extinguisher Repairer	17.54
23311 - Fuel Distribution System Mechanic	23.85
23312 - Fuel Distribution System Operator	20.42
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	23.45
23381 - Ground Support Equipment Servicer	19.35
23382 - Ground Support Equipment Worker	20.08
23391 - Gunsmith I	17.54
23392 - Gunsmith II	19.96
23393 - Gunsmith III	22.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.15
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.02
24.02	
23430 - Heavy Equipment Mechanic	25.64
23440 - Heavy Equipment Operator	27.06
23460 - Instrument Mechanic	22.98
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	11.09
23510 - Locksmith	19.05
23530 - Machinery Maintenance Mechanic	22.42
23550 - Machinist, Maintenance	20.86
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	22.98

23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	30.26
23640 - Millwright	29.26
23710 - Office Appliance Repairer	19.76
23760 - Painter, Maintenance	19.94
23790 - Pipefitter, Maintenance	23.56
23810 - Plumber, Maintenance	22.77
23820 - Pneudraulic Systems Mechanic	22.38
23850 - Rigger	20.00
23870 - Scale Mechanic	19.96
23890 - Sheet-Metal Worker, Maintenance	21.95
23910 - Small Engine Mechanic	19.20
23931 - Telecommunications Mechanic I	22.38
23932 - Telecommunications Mechanic II	24.71
23950 - Telephone Lineman	23.85
23960 - Welder, Combination, Maintenance	21.65
23965 - Well Driller	24.05
23970 - Woodcraft Worker	22.38
23980 - Woodworker	16.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.79
24580 - Child Care Center Clerk	18.13
24610 - Chore Aide	9.54
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.88
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.58
25040 - Sewage Plant Operator	24.54
25070 - Stationary Engineer	25.58
25190 - Ventilation Equipment Tender	18.66
25210 - Water Treatment Plant Operator	24.54
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.10
27007 - Baggage Inspector	12.60
27008 - Corrections Officer	26.16
27010 - Court Security Officer	26.57
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	26.57
27070 - Firefighter	22.78
27101 - Guard I	12.60
27102 - Guard II	23.51
27131 - Police Officer I	30.98
27132 - Police Officer II	34.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Equipment Worker	10.89
28210 - Gate Attendant/Gate Tender	13.72
28310 - Lifeguard	11.84
28350 - Park Attendant (Aide)	15.35
28510 - Recreation Aide/Health Facility Attendant	11.22
28515 - Recreation Specialist	19.05
28630 - Sports Official	12.22
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.79
29020 - Hatch Tender	24.79
29030 - Line Handler	24.79
29041 - Stevedore I	23.78
29042 - Stevedore II	28.38
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.60
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.79

30021 - Archeological Technician I	18.85
30022 - Archeological Technician II	21.20
30023 - Archeological Technician III	26.27
30030 - Cartographic Technician	26.27
30040 - Civil Engineering Technician	25.89
30061 - Drafter/CAD Operator I	18.49
30062 - Drafter/CAD Operator II	21.20
30063 - Drafter/CAD Operator III	23.63
30064 - Drafter/CAD Operator IV	28.38
30081 - Engineering Technician I	18.14
30082 - Engineering Technician II	20.36
30083 - Engineering Technician III	22.87
30084 - Engineering Technician IV	28.34
30085 - Engineering Technician V	34.67
30086 - Engineering Technician VI	41.94
30090 - Environmental Technician	22.65
30210 - Laboratory Technician	20.43
30240 - Mathematical Technician	25.26
30361 - Paralegal/Legal Assistant I	20.09
30362 - Paralegal/Legal Assistant II	24.89
30363 - Paralegal/Legal Assistant III	30.46
30364 - Paralegal/Legal Assistant IV	36.85
30390 - Photo-Optics Technician	26.27
30461 - Technical Writer I	21.12
30462 - Technical Writer II	25.84
30463 - Technical Writer III	31.26
30491 - Unexploded Ordnance (UXO) Technician I	23.26
30492 - Unexploded Ordnance (UXO) Technician II	28.15
30493 - Unexploded Ordnance (UXO) Technician III	33.74
30494 - Unexploded (UXO) Safety Escort	23.26
30495 - Unexploded (UXO) Sweep Personnel	23.26
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.16
30621 - Weather Observer, Senior (2)	25.72
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.06
31030 - Bus Driver	15.96
31043 - Driver Courier	11.80
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	13.75
31310 - Taxi Driver	10.36
31361 - Truckdriver, Light	12.66
31362 - Truckdriver, Medium	17.20
31363 - Truckdriver, Heavy	20.27
31364 - Truckdriver, Tractor-Trailer	20.27
99000 - Miscellaneous Occupations	
99030 - Cashier	12.02
99050 - Desk Clerk	10.32
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	11.46
99252 - Laboratory Animal Caretaker II	12.03
99310 - Mortician	23.74
99410 - Pest Controller	13.70
99510 - Photofinishing Worker	13.92
99710 - Recycling Laborer	16.40
99711 - Recycling Specialist	19.26
99730 - Refuse Collector	16.86
99810 - Sales Clerk	13.00
99820 - School Crossing Guard	10.70
99830 - Survey Party Chief	27.09
99831 - Surveying Aide	17.69
99832 - Surveying Technician	24.63
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

Attachment 3 - Wage Determination

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

Attachment 3 - Wage Determination

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 4

**SENIORITY LISTING
EL CENTRO SERVICE PROCESSING CENTER**

El Centro, CA AKAL Security Staff Seniority List

Hire Date Custody Officer		Hire Date Custody Officer		Hire Date Custody Officer		Hire Date Custody Officer	
1	2/21/1991	47	12/30/1996	93	10/15/2001	139	2/19/2007
2	2/24/1991	48	3/23/1997	94	10/15/2001	140	2/19/2007
3	2/24/1991	49	3/23/1997	95	10/15/2001	141	2/19/2007
4	2/24/1991	50	3/23/1997	96	10/15/2001	142	4/16/2007
5	2/24/1991	51	3/23/1997	97	10/15/2001	143	4/16/2007
6	2/24/1991	52	5/19/1997	98	10/15/2001	144	4/16/2007
7	2/24/1991	53	5/19/1997	99	10/15/2001	145	4/16/2007
8	2/24/1991	54	5/19/1997	100	7/29/2002	146	5/28/2007
9	2/28/1991	55	7/28/1997	101	7/29/2002	147	5/28/2007
10	7/1/1991	56	7/28/1997	102	7/29/2002	148	5/28/2007
11	7/15/1991	57	7/28/1997	103	12/9/2002	149	2/11/2008
12	7/15/1991	58	10/20/1997	104	12/9/2002	150	2/11/2008
13	7/2/1992	59	10/20/1997	105	12/9/2002	151	2/11/2008
14	1/10/1995	60	10/20/1997	106	3/17/2003	152	2/11/2008
15	1/28/1995	61	10/20/1997	107	3/17/2003	153	2/11/2008
16	6/12/1995	62	2/9/1998	108	3/17/2003	154	7/21/2008
17	6/15/1995	63	2/9/1998	109	3/17/2003	155	10/27/2008
18	10/19/1995	64	2/9/1998	110	3/17/2003	156	11/3/2008
19	10/19/1995	65	3/30/1998	111	3/17/2003		
20	10/20/1995	66	3/30/1998	112	3/17/2003		
21	10/20/1995	67	3/30/1998	113	3/17/2003		
22	10/20/1995	68	7/3/1999	114	3/17/2003		
23	12/1/1995	69	7/3/1999	115	6/16/2003		
24	12/19/1995	70	7/3/1999	116	6/16/2003		
25	2/20/1996	71	7/3/1999	117	6/16/2003		
26	3/19/1996	72	12/20/1999	118	6/16/2003		
27	3/19/1996	73	12/20/1999	119	8/14/2003		
28	3/19/1996	74	12/27/1999	120	9/22/2003		
29	6/6/1996	75	3/13/2000	121	9/22/2003		
30	9/4/1996	76	3/13/2000	122	9/22/2003		
31	9/4/1996	77	3/13/2000	123	4/19/2004		
32	9/4/1996	78	3/13/2000	124	4/19/2004		
33	9/4/1996	79	3/13/2000	125	4/19/2004		
34	9/6/1996	80	3/13/2000	126	9/5/2005		
35	9/24/1996	81	5/15/2000	127	9/5/2005		
36	9/24/1996	82	5/15/2000	128	9/5/2005		
37	9/24/1996	83	5/15/2000	129	9/5/2005		
38	9/25/1996	84	11/27/2000	130	10/31/2005		
39	9/25/1996	85	11/27/2000	131	1/16/2006		
40	9/26/1996	86	11/27/2000	132	1/16/2006		
41	9/27/1996	87	2/12/2001	133	1/16/2006		
42	9/27/1996	88	2/12/2001	134	2/6/2006		
43	12/10/1996	89	2/12/2001	135	8/28/2006		
44	12/30/1996	90	4/2/2001	136	8/28/2006		
45	12/30/1996	91	4/2/2001	137	8/28/2006		
46	12/30/1996	92	4/2/2001	138	8/28/2006		

El Centro, CA AKAL Security Staff Seniority list Continued

	Hire date Custody Officer Part Time
1	9/25/1996
2	3/13/2000
3	7/24/2000
4	11/27/2000
5	4/2/2001
6	7/29/2002
7	3/17/2003
8	6/16/2003
9	1/16/2006
10	2/6/2006
11	5/28/2007
12	2/11/2008
13	2/11/2008
14	7/21/2008
15	7/21/2008
16	7/21/2008
17	10/27/2008
18	11/3/2008
19	11/17/2008
20	11/17/2008
21	1/12/2009
22	1/12/2009
23	1/12/2009
24	1/12/2009

	Hire date Custody Officer Lieutenant
1	7/28/1997
2	12/9/2002
3	12/9/2002
4	9/22/2003
5	11/1/2004

	Custody Officer Captain
1	7/3/1999
2	11/1/2004
3	1/16/2006

	Office Manager
1	4/13/2008

	Training Officer
1	3/17/2003

	Project Manager
1	7/14/2008

ATTACHMENT 5

**DELIVERABLES
(DETENTION & TRANSPORTATION SERVICE)**

EL CENTRO SERVICE PROCESSING CENTER

**ATTACHMENT 5 – DELIVERABLES OF WRITTEN DOCUMENTATION
DETENTION/TRANSPORTATION**

One hard copy of each deliverable shall be submitted to the Contracting Officer and the COTR, as described in the “Delivery/Days after Award Column”.

ITEM	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Quality Control Plan	Subsection 1 Item A	Within 30 days of award and upon request	1
A002	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	Subsection 1 Item C	Prior to EOD	1
A003	Written policy and procedures for reporting security, safety, health, welfare or injury incidents	Subsection 1 Item C	Within 24 hours of occurrence	1
A004	Staffing Plan	Subsection 1 Item E	Within 30 days of award and upon request	1
A005	Resumes of Key Personnel	Subsection 1 Item E	COTR written approval before employee EOD	1
A006	Organizational Chart	Subsection 1 Item E	Within 15 days of award	1
A007	Training Plan	Subsection 1 Item G	30 days after contract award and before contract performance begins	2
A008	Employee’s certifications that they have read and understand the standards of conduct	Subsection 2 Item A	Prior to EOD	1
A009	Copy of Standards of conduct and corresponding disciplinary actions	Subsection 2 Item A	Prior to EOD	1
A010	Report of employee(s) in violation or attempt to violate standards of conduct	Subsection 2 Item A	Immediately provide a verbal report and follow-up with a written report	1
A011	Medical examination conducted by a licensed physician	Subsection 2 Item C	30 days prior to initial assignment	1
A012	Notification of change in employee’s health status	Subsection 2 Item C	Immediately	1
A013	Initial employment - Drug test results	Subsection 3 Section H Item C	Submitted 21 calendar days after receipt of an applicant personnel suitability packet	1
A014	Random drug-screening program	Subsection 2 Item D	Within 30 days of award	1
A015	Random drug-screening results	Subsection 2 Item D	Immediately	1
A016	Contraband control program	Subsection 2 Item E	Within 30 days of award	1
A017	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Subsection 2 Item F	Immediately provide a verbal report and follow-up with a written report	1
A018	Report of any on contract employee misconduct	Subsection 2 Item A	Immediately provide a verbal report and follow-up with a written report	1
A019	Personnel files	Subsection 2 Item J	Upon request	1

A020	Uniform approval by COTR	Subsection 2 Item K	Prior to contract performance begins	1
A021	Certification that each contract employee has been issued approved uniforms and credentials	Subsection 2 Item K, Para 1 & 2	Prior to EOD	1
A022	Registrations, commissions, permits, or licenses for each uniformed employee	Subsection 2 Item L	Prior to EOD	1
A023	Detention Officer Assignment Roster	Subsection 2 Item N	Posted 24 hours in advance	1
A024	Report of employees actually on duty with post assignments	Subsection 2 Item N	Upon request by COTR	1
A025	Log Books	Subsection 4 Item D	Upon request by COTR	1
A026	Monthly Training status reports	Subsection 3 Item E	Monthly	1
A027	Drug test results	Subsection 3 Section H Item C	Submitted 21 calendar days after receipt of an applicant personnel suitability packet	1
A028	E-QIP Security Process	Subsection 3	Prior to EOD	1
A029	Training Program	Subsection 1.G	30 days after contract award and before contract performance begins	1
A030	Physical force incident Report	Subsection 5 Item M	Immediately provide a verbal report and follow-up with a written report prior to end of shift	1
A031	Written report for escapes	Subsection 5 Item Q	Immediately verbal report and follow-up with a written report prior to end of shift	1
A032	Evacuation Plan	Subsection 7 Item B	30 days after contract award and before contract performance begins	1
A033	Injury, illness, physical harm or threat to safety, health or welfare	Subsection 7 Item C	Immediately and follow-up within 24 hours of incident	1
A034	Firearms - a complete listing of licensed firearms by serial numbers and by each safe location	Subsection 8 Item D	Prior to contract performance start date	1
A035	Appropriate State and municipality permits and weapons permit for each officer	Subsection 8 Item D	Three working days prior to the anticipated assignment date of any individual	1
A036	Firearms training	Subsection 8 Item D	Prior to EOD or performance of duty involving firearms	1

ATTACHMENT 6

**DELIVERABLES
(FOOD SERVICE)**

EL CENTRO SERVICE PROCESSING CENTER

DELIVERABLE	DUE DATE	PWS PARAGRAPH #
Work and Assignment Sheet	Weekly	5.3
Prime Vendor/Food Service Expenditures Number of Meals Served Daily Meal Count	Monthly and Quarterly	3.9.2
Budget Requirements	Annually /Quarterly Must be completed by end of 3 rd quarter	3.9.1
10 Holiday Menus	Annually	3.1.1
35 Day Menu – Regular Diet	Monthly	3.1.1
14 Day Menu – Common Fare	Monthly	3.1.1
Detainee Special Needs	Daily	3.1.1
Daily Diet List-Medical	Daily	3.3.9
Daily Diet List –Religious		3.3.10
Daily Time Sheet	Daily	5.3
Cleaning Schedule	Weekly	3.6
Weekly Inventory/Log Sheet (Food)	Weekly	3.9
Tool Cabinet Inventory Class A and Class B	At beginning of the day and at the end of each shift	3.8.1
Equipment Inventory	Annually	4.3
Daily Meal Count	Per meal	3.9.2
Regular Tool Control Log	Monthly	3.8.1
Food Service Weekly Inspection Log (ACA) (Maintain and submit to the FOD or designee)	Weekly	3.6.1
Food Handler Certification (Maintain)	As required of new employees	5.6
Detainee Volunteer Work Program Training Form (If detainees are used)	As required Training Roster Daily	9.8
Serving Line Temperature Report	Per meal	3.3.4
ACA Temperature Log Report (Refrigerators and Freezers)	Three (3) times per day	3.2.3
Daily Sanitation Checklist	Two (2) times per day	3.6
Maintenance Service Work Order Form	As required	4.2
Common Fare Cost for Detainee	Quarterly	3.9.2
Non-Edible Supply Usage (Equipment and Supplies)	Monthly	3.9.3
Authorized Detainee Workers List	Daily	9.7

Clarification for the due dates is provided as follows: Daily: in the evening; Weekly: every Monday; Monthly: on the 15th of each month.

Attachment 6
DELIVERABLES OF WRITTEN DOCUMENTATION FOR
FOOD SERVICE

(Maintain)		
Safety Devices/Equipment Training	Quarterly	5.6
Food and Non-food Inventory	Monthly	3.2.1
Detainee Screening Form (Request form) (Maintain)	As required	9.8
DELIVERABLE	DUE DATE	PWS PARAGRAPH #
5 Week Menu Cycle (as served)	Monthly	3.1.1
End of Month Cost Report (including cost per meal, per detainee)	Monthly	3.9.1
Daily Food Usage Report	Daily	3.9.2
Chemical Inventory Sheet	Per usage	3.6.10
Post Orders/Assignments (Every employee position)	Annually	5.3

Clarification for the due dates is provided as follows: Daily: in the evening; Weekly: every Monday; Monthly: on the 15th of each month.

Attachment 6
DELIVERABLES OF WRITTEN DOCUMENTATION FOR
FOOD SERVICE

ATTACHMENT 7

PAST PERFORMANCE QUESTIONNAIRE

EL CENTRO SERVICE PROCESSING CENTER

PAST PERFORMANCE QUESTIONNAIRE

NAME OF CONTRACTOR REQUESTING THE REFERENCE: _____

The company who has provided you with this form is proposing on a Department of Homeland Security, Immigration and Customs Enforcement Request for Proposal to provide Detention and Transportation Services at the El Centro Service Processing Center in El Centro, California.

The purpose of this questionnaire is to obtain information regarding the past performance for the above named Contractor relative to a contract, completed or in progress, with your company/agency. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. Contract Specialist, Contract Administrator, COTR, COR, etc) to respond on this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate. Handwritten responses are sufficient.

We would greatly appreciate your input regarding the Contractor's Past Performance. This information will not be disclosed to the offeror/contractor.

Upon completion of the questionnaire, please email the completed form directly to alan.barclay@dhs.gov or fax to 949-360-3013 no later than, March 9, 2009 at 12:00 P.M. (PST). If you have any questions, please call Al Barclay at 949-425-7045. We appreciate your efforts on our behalf.

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION

3. CONTRACT NUMBER: _____

2a. EVALUATOR

NAME: _____

TITLE: _____

PHONE NO: _____

4. TOTAL CONTRACT VALUE: _____
(INCLUDING ALL OPTIONS)

5. CONTRACT AWARD DATE:

____ / ____ / ____

6. CONTRACT COMPLETION DATE:

____ / ____ / ____

7. CONTRACT TYPE (Circle All That Apply):

FP CPFF CPAF OTHER

8. COMPLEXITY OF WORK (Circle One Response):

DIFFICULT ROUTINE

9. BRIEF DESCRIPTION OF THE CONTRACT IN THE WORK PERFORMED:

10. HOW MANY BUILDINGS AND/OR POSTS WERE REQUIRED TO BE STAFFED?

PART TWO: OFFEROR PERFORMANCE RATING

Offeror performance factors are:

Past Performance will be evaluated in the following areas: recency and relevance of experience; corporate commitment; quality of services; timeliness of performance; and effective utilization of resources.

<i>Rating</i>	<i>Definition</i>
Neutral (N)	No past performance or experience is available for evaluation. The Offeror has asserted that it has no directly related or similar relevant past performance experience. The proposal receives no merit or demerit for this factor.
Outstanding (O)	Based on the Offeror’s record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror’s experiences indicate that the Offeror has proven its capability to exceed the requirements of the RFP.
Good (G)	The Offeror’s record of past performance indicates there is little or no risk associated with receiving quality products, timely services, and full contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror will meet or exceed the requirements of the RFP.
Acceptable (A)	The Offeror’s record of past performance indicates that there is an acceptable amount of risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror has no problems meeting the requirements of the RFP.
Unacceptable (U)	The Offeror’s record of past performance indicates it will be unable to meet the requirements of the RFP.

A	DEMONSTRATED CORPORATE COMMITMENT	Outstanding	Good	Acceptable	Unacceptable	N/A
1	Was the contractor able to solve contract performance problems without extensive guidance from the customer?					
2	Did the contractor supply adequate, timely and qualified replacement personnel for all positions?					
3	How effective has the contractor been in understanding and responding to client problems?					
4	What is the contractor’s history on actually using key personnel proposed in the offer as key personnel under the contract?					

B	QUALITY OF SERVICE	Outstanding	Good	Acceptable	Unacceptable	N/A
1	Did the contractor provide quality services?					
2	Did the contractor provide quality reports and documentation (i.e., accurate, current and complete)?					

C	TIMELINESS OF PERFORMANCE	Outstanding	Good	Acceptable	Unacceptable	N/A
1	Did the contractor adhere to contract delivery schedules in the following areas:					
	(a) Performance of services?					
	(b) Delivery of reports or other documentation?					
2	Were replacement personnel identified and assigned to the project in a timely manner?					
3	To what extent did the contractor submit required proposals and invoices for temporary services in a timely manner?					
4	How would you rate the contractor's responsiveness to emergency situations?					

D	EFFECTIVE UTILIZATION OF RESOURCES	Outstanding	Good	Acceptable	Unacceptable	N/A
1	To what extent did the contractor meet the cost estimate?					
2	Did the contractor effectively plan work to ensure maximum effective utilization of resources?					

1. Has this contract been partially or completely terminated for default or convenience?

Yes _____ Default _____ Convenience _____

No _____

If yes, please explain (e.g. inability to meet cost, performance, or delivery schedules - also include contract number, name, address, and phone number of Terminating Contracting Officer - TCO).

2. What was the contractor's greatest strength in the performance of the contract?

3. What was the contractor's greatest weakness in the performance of the contract?

4. How did the contractor communicate with you, the client agency, and contracting personnel to address issues and correct problems?

5. Would you award another contract to this contractor?

Yes _____ No _____

COMMENTS:

PART THREE: EVALUATOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF EVALUATOR

TITLE OF EVALUATOR

DATE

ATTACHMENT 8

PAST PERFORMANCE INFORMATION FORM

EL CENTRO SERVICE PROCESSING CENTER

PAST PERFORMANCE INFORMATION FORM

1. Name of Contracting Activity, Government Agency, Commercial Firm or Other Organization	
2. Contracting Activity Address	
3. Contract Number or Reference Number	4. Date of Contract
5. Beginning Date of Contract	6. Completion Date of Contract
7. Contract Value	8. Type of Contract
9a. Technical Point of Contract (name, title, address, telephone and email address) <hr/> <hr/> <hr/> <hr/>	9b. Contracting or Procurement Point of Contact (name, title, address, telephone and email address) <hr/> <hr/> <hr/> <hr/>
10. Place of Contract Performance	
11. Description of contract work (Use a continuation sheet if necessary)	
12. List of major subcontractors for the identified contract: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

ATTACHMENT 9

E-QIP GUIDANCE

EL CENTRO SERVICE PROCESSING CENTER



Version 1.07

e-QIP Checklist

Please complete each step below before submitting your e-QIP forms!

Setup Steps

- IBM Compatible Computer
- Need Adobe Acrobat 7.0
- Enable Web Browser & TLS 1.0

Helpful Hints/Actions

MacIntosh is not compatible
Download at www.adobe.com
Refer to e-QIP Quick Reference Guide

STEP 1 - e-QIP Navigation

- Log on to www.opm.gov/e-qip.**
 - Click on Enter e-QIP applicant site
 - A “browser checker” will test your computer’s compatibility.
 - You will be prompted to change the TLS settings, if necessary.
 - If you are ready to proceed, click "Continue."

- Enter your social security number and click “submit”.**

- Single click on box that states: “Allow me to see my Golden Answers as I type them.”**
 - If you change your Golden Questions, make sure that you can remember the answers to those questions.

- Enter golden questions:**
 - In what city were you born?
 - What is your last name?
 - In what year were you born?

Answer golden questions:

*Enter: Unknown

Make sure first letter is Capitalized

Enter: Four-digit year: _ _ _ _

**If you tried entering unknown and you get an error message, then enter in your actual city of birth.*

If you do not remember the answers to these questions, you must contact our office to have your Golden Questions reset.

If you previously completed the e-QIP version of the SF-86 form, you will be prompted to answer the Golden Questions that you selected previously.

STEP 2 - Data Entry

- Enter data and save**
 - If you receive errors or warnings, check for the following:
 - Look for gaps and/or missing information, and then make additions or corrections.
 - Other problems – see Quick Reference Guide

STEP 3 - Validate, Review & Certify

- **Validate and review**
 - Use navigation pull-down menu and select validate, review and certify.
 - Correct all errors at this point (if any).
 - Select GO.
- **Certify**
 - Single click “Certify Investigation Request” button.

STEP 4 - Certify My Answers are True

- **Certify My Answers are True**
 - Go to navigation menu, select “Certify That My Answers Are True”
 - Click GO. (This locks your answers)

STEP 5 - Display & Print

- Step One: Display archival copy
- Step Two: Print 3 sets of the archival copy
- Step Three: Display the signature forms
- Step Four: Print 3 copies of the signature forms, then sign and date the forms

STEP 6 - Release to Agency

- Click button to “Release Request/Transmit to Agency”

You will not be able to access e-QIP after this point, and your golden questions will change to invalid questions.

STEP 7 - Send Forms to Agency

- **Send required number of copies (review letter for number of copies you need to submit) of your e-QIP archival Copy and signature forms (signed and dated) with your other pre-employment forms to the Office of Professional Responsibility, Personnel Security Unit, Laguna Niguel CA .**

For technical support: Refer to the e-QIP Quick Reference Guide first, then for computer technical problems only, call the OPM Help Line: 1-866-631-3019.

ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING



Version 1.07

*

QUICK REFERENCE GUIDE FOR THE APPLICANT



U.S. Immigration and Customs Enforcement (ICE)
Office of Professional Responsibility
Personnel Security Unit

Questions? Please contact:

Department of Homeland Security
U.S Immigration and Customs Enforcement
1-866-731-5039
E-mail: ICE-Personnel-Security@dhs.gov

Web Browser Requirements

If using **Microsoft Internet Explorer (IE)**, you must have version 5.5 or later, with Service Pack 2. Internet Options for IE should be set as follows:

- **Enable JavaScript**
- **Enable Cookies**
- **Enable Scripting**
- **Enable TLS 1.0** (this option is disabled by default.).

To enable TLS 1.0 in IE, on the top menu:

- Select **TOOLS**
- Select **INTERNET OPTIONS**
- Select the tab labeled **ADVANCED**
- Scroll down to the section labeled **SECURITY**
- Check the box to enable TLS 1.0
- Click the **OK** button to save

If using **AOL**, open a separate window in IE (outside AOL) and set TLS 1.0 following the instructions above; **or** directly within AOL, go to the top menu in AOL, then:

- Select **SAFETY**
- Select **SETTINGS**
- Select **INTERNET PROPERTIES**
- Under **RELATED SETTINGS**, select **INTERNET EXPLORER SETTINGS**, then the **ADVANCED** tab
- Scroll down to **SECURITY**
- Check TLS 1.0
- Click the **APPLY** and **OK** buttons
- Click **SAVE** in the AOL Browser Settings box

If you are using **Mozilla**, you must have at least version 0.9.4. Although security settings may already be defaulted to the proper values, you should verify so by following this process:

- Select **EDIT**
- Select **PREFERENCES**
- Select **PRIVACY AND SECURITY**
- Select **SSL**
- Under SSL Protocol Versions, enable **SSL VERSION 2**, **SSL VERSION 3**, and **TLS**

Mozilla users must also verify that they are enabled to use cookies. To do so, go to your browser's toolbar and verify in the following order:

- Select **EDIT**
- Select **PREFERNCES**
- Select **PRIVACY AND SECURITY**
- Select **COOKIES**
- Ensure that either **ENABLE COOKIES FOR THE ORIGINATING WEBSITE ONLY** **or** **ENABLE ALL COOKIES** is checked

e-QIP is also compatible with **Netscape Navigator**, version 6.1 or later. If you are using **JAWS** screen-reading software, please note that JAWS requires the use of Internet Explorer, version 5.5 or later.

Getting Started

1. Start your internet browser and enter the following URL website address: www.opm.gov/e-qip/
2. The *e*-QIP Gateway Page will appear. Scroll down and click the link labeled ***e*-QIP APPLICANT SITE**.
3. A "browser checker" utility will automatically run and test your computer for *e*-QIP compatibility. Click the CONTINUE button to proceed to the application. (If after doing so you receive the error message "Page Cannot Be Displayed," please follow the previous instructions to enable TLS 1.0.)
4. A Security Alert box will appear, asking "Do you want to proceed?" Click the YES button with the mouse, or type <CTRL Y> to continue.
5. The *e*-QIP Welcome Screen will appear. Enter your Social Security Number in the text entry boxes, and click the SUBMIT button to logon to the *e*-QIP applicant site.

6. Answer the three (3) default Golden Questions and then you may create new Golden Questions and Answers on the next page (please see the applicable section inside this brochure for further information).
7. Click the highlighted link that says: [Enter Your Data](#).
8. Complete the SF-86 questions and save as instructed. Validation of your data will occur after every screen save.
9. Be sure to CERTIFY/SUBMIT your form when your form is complete.
10. Print out the release forms and certification for your signature. These signature forms need to be returned to your hiring agency. You may also print out an archival copy for your own records. (If you are having difficulty opening the forms to print, [right click](#) on the link, choose SAVE AS, and then save the file on your computer. Open up the Adobe Acrobat reader program separately in its own window (not through Internet Explorer), and then open the file you saved in order to print it out.

Choosing Your Golden Questions/Answers

It is YOUR RESPONSIBILITY to provide and remember Golden Questions unique to you. Golden Questions enable e-QIP to verify your identity. Create a combination of Golden Questions that only you can know the correct answers to in order to assure that no one can attempt to impersonate you on the e-QIP system. Please carefully consider who else may possibly know the answer to each possible Golden Question you enter. Please remember that it may be 5 years before you return to the e-QIP system for a future reinvestigation.

Entering Your Golden Questions/Answers

After you have selected your set of Golden Questions/Answers, enter each Question under a "Question" header and enter the corresponding Answer under the "Answer" block directly under that question. You must provide a non-blank answer for each question you provide, and vice versa. You must provide three Golden Questions.

It is *your responsibility* to protect the answers to your Golden Questions. Golden Answers are your "password" to the e-QIP system. The text entry fields for Golden Answers are not password protected to allow for more accurate entry of your answers. Asterisks automatically mask Golden Answers, but if you choose, you can view your answers while typing them by clicking the ALLOW ME TO SEE MY GOLDEN ANSWERS checkbox. Do not allow someone to see your computer screen while your answers are on the screen. If someone acquires your answers, they will be able to logon to the e-QIP system under your identity, allowing them to access your personal data.

Entering Your Data

First Time Data Entry: Prior to entering data for the first time, read the instructions on the "Form Completion Instructions" screen. Indicate that you have read and understand the document by clicking the corresponding button. You will then be shown a disclaimer screen that provides additional instructions required by Executive Order 12968. You will need to indicate that you have read and understand the additional instructions by clicking the corresponding button.

Question Navigation: You may use the Navigation pull-down menu to go to any question, in any order by selecting the item and clicking GO. The navigation menu is located in the top right-hand corner of the screen.

Errors and Warnings: After clicking SAVE, if the system displays the same screen with "Validation Results" listed at the top, you must correct the data you have just entered. You will only get validation messages if you have not answered a question appropriately.

For validation "Error" messages, you may correct your data by scrolling to the appropriate field and editing. After making corrections, click the SAVE button at the bottom of this page to save your changes.

For validation "Warning" messages, you may either provide the requested information or click the EXPLAIN button next to the message to explain why the information cannot be supplied. Upon clicking EXPLAIN you may provide an explanation in the text field or check the box labeled I DO NOT KNOW THE REQUESTED INFORMATION.

After choosing an action, click the SAVE button to save your changes.

For validation "Error" and "Warning" messages, you may also choose to click the SAVE/CONTINUE button. If you click SAVE/CONTINUE, you may advance to the next question screen and correct the information at a later time prior to the final submission of your form. If you make a mistake and want to start over on a given screen, click on the RESET THIS SCREEN button at any time prior to clicking the SAVE button. When you are finished and ready to proceed, click the SAVE button. Upon clicking SAVE, your information will be submitted and you will proceed to the next screen.

Displaying Your Data

When you are ready to display and/or print your SF-86 information that has been entered into *e*-QIP, select the “Display” command from the top banner (located in the upper left-hand corner). By selecting “Display”, a new browser window will appear using Adobe Acrobat Reader. This window will generate a .PDF file which will display on the screen all the data that has been entered up to that point. If desired, you can print the displayed data by first selecting FILE, and then PRINT from the new browser window. You can also save a copy of the displayed data to your own floppy disk. To do so, click on the floppy disk icon to save the file. If you are having difficulty printing your forms, please see the instructions outlined in the “Getting Started” section of this brochure.

Validating Your Data

Although the *e*-QIP system will automatically validate your data after every screen save, you may also do a manual validation. To do so, go to the navigation pull-down menu and select **VALIDATE, REVIEW, AND CERTIFY**, then select **GO** to the right of the pull-down menu, and the system will take you to that screen. The validation results may show errors that need to be corrected. Read the validation results and the associated errors. To correct your answers, use the navigation pull-down menu to go to the question that needs to be edited, make the necessary changes, and click the **SAVE** button.

Listing Expected Attachments

You should create a list of attachments that you expect to provide to your employing agency. Everyone will have a standard set of attachments such as the SF-86 General Release form, resume, OF 306, etc. There may be additional attachments depending on what position you are applying for. Ask your agency if you are not sure what attachments you are required to provide.

To create your list of expected attachments, go to the navigation pull-down menu and select **EXPECTED ATTACHMENTS**. Then select **GO** to the right of the pull-down menu, and the system will take you to that screen. (You will be shown this automatically if you complete your SF-86 form in sequence. If you choose to skip from question to question, you will need to select this command manually.)

This screen allows you to create, delete, and/or edit a list of expected attachments that you will send with your request. Please write your Social Security Number on every piece of paper that you plan to give to your employing agency. You may either mail, drop off, or fax your attachments to your agency, along with your signature forms.

Certifying Your Data

When you have completed all the questions on the SF-86 and are ready to submit, select the **CERTIFY THAT MY ANSWERS ARE TRUE** command from the navigation menu at the top of the screen and click on **GO**. Ensure that you have completely entered your data, validated your data for errors, and reviewed your data for correctness. Follow the instructions on the “Certify” screen.

Certify that the answers you provided on the questionnaire are correct and accurate. After certification, your answers to the questionnaire will be locked and unavailable for editing. Select **DISPLAY** in the upper-left hand corner of the screen to generate a .PDF printable copy of your SF-86 data, release forms, and certification statement. Your computer must have Adobe Acrobat in order to view a .PDF file; this free software download is available at: www.adobe.com/products/acrobat/readstep2.html

You are required to print the release form(s) and the certification statement. If you do not have a printer, you should consult your agency and ask for assistance. After printing, please sign them (preferably in black ink) and return the originals to your agency.

After you have successfully certified your form and released it to your agency, you cannot change your data. However, the next time you need access to *e*-QIP, such as for a future reinvestigation, most of your data will repopulate the *e*-QIP form, eliminating the need to reenter all of your data.

ADDENDUM TO REVISED FORM 86 – “QUESTIONNAIRE FOR NATIONAL SECURITY POSITIONS”

Some of the questions on the revised SF-86 specify a time frame, or investigative scope of seven (7) years. This time frame is not consistent with the National Security Directive (NSD) 63, “Single Scope Background Investigations”, dated October 21, 1991. Accordingly, the Office of Personnel Management has issued interim instructions that require a ten (10) year time frame for specific questions on the SF-86 for those cases in which the form is being completed for a single scope background investigation (SBI).

The following questions on the revised SF-86 should be answered with a **ten (10) year** time frame for the case to meet the NSC 63 standards:

- 9 Residences
- 10 Schools
- 11 Employment
- 12 References
- 21 Medical
- 22 Discharges
- 23 Police Record
- 29 Court Actions

* * * * *

I acknowledge that I have read and understand that some questions on the SF-86 specify a time frame of seven (7) years, which is not consistent with the NSC 63 Standards for Single Scope Background Investigations. Accordingly, the specified questions on this addendum are to be answered with a **ten (10) year** time frame to meet the NSC 63 Standards.

**READ THIS BEFORE COMPLETING THE BACKGROUND INVESTIGATION
FORMS INCLUDED IN THIS PACKET**

Office of Professional Responsibility

U.S. Department of Homeland Security
24000 Avila Road, Room 5260
Laguna Niguel CA 92677



**U.S. Immigration
and Customs
Enforcement**

Dear Applicant:

The U. S. Immigration and Customs Enforcement (ICE) used the Electronic Questionnaire for Investigations Processing (e-QIP), in lieu of paper versions of the SF-86, Questionnaire for National Security Positions and SF-85P, Questionnaire for Public Trust Positions. The e-QIP System is a web-based automated system that allows applicants to electronically enter, update, and transmit their personal investigative data over a **secure** Internet connection to the ICE Personnel Security Unit.

We request that you go to the following OPM-IS website: www.opm.gov/e-qip to enter the Electronic Questionnaires for Investigations Processing (e-QIP) Gateway. Please note that e-QIP is not compatible with MacIntosh computers. Also, it is recommended you download Adobe Acrobat Reader 7.0 to avoid printing problems. Once you have entered the e-QIP website, please read the "Quick Reference Guide for the Applicant," prior to proceeding further. Once you finish reading the quick reference guide, go to the e-QIP Applicant Site and follow the prompts.

The prompts will ask you to answer the following three (3) default Golden Questions:

- 1) What is your LAST name?
- 2) In what four-digit YEAR were you born?
- 3) In what CITY were you born? **Enter "Unknown" as the answer to the question "In what city were you born".**

NOTE: If you previously completed the e-QIP version of the SF-86 or SF-85P, you will be prompted to answer the Golden Questions that you previously selected. If you do not remember the answers to these questions, you must contact the ICE Personnel Security Unit (ICE PSU) to have your Golden Questions reset. The ICE-PSU may be contacted via email or phone (ICE-Personnel-Security@dhs.gov / 866-731-5039). It is strongly recommended that you change your golden questions and answers to combinations that only you know.

Note: National Security Directive 63 requires ten (10) years of information for the following questions on the Standard Form (SF) 86, "Questionnaire for National Security Positions."

- 9. Where You Have Lived**
- 10. Where You Went To School**
- 11. Your Employment Activities**
- 22. Your Employment Record**
- 23. Your Police Record**
- 24. Public Record Civil Court Action**

Once you have completed the electronic SF-86 or SF-85P, you will need to **verify the information by clicking the “Certify” button.** This step certifies that you have provided correct and accurate information. After you have certified the information, you will be able to print a copy. **You are required to provide 2 sets of the completed electronic form to the ICE PSU.** We recommend you print a copy to retain for your own records. **You MUST print, sign, and date the Signature Form, Authorization for Release of Information, and Authorization for Release of Medical Information.** If you do not provide 2 complete sets, including the signature and release forms, to the ICE PSU, your package will be rejected and you will have to reenter the information online and resubmit. **In addition to completing the electronic SF-86 or SF-85P, you MUST complete and submit the following:**

DHS 11000-9 Credit Disclosure
Foreign National Relative and Associate Statement
Optional Form 306, Declaration of Federal Employment
FD 258 Fingerprint Charts (2)

Your background investigation cannot be initiated without all required forms to include the fingerprint charts. You must be fingerprinted by an authorized fingerprinting official using the required fingerprint charts. If you are located in the Washington, D.C. area, you may be fingerprinted in the Fingerprint & ID Unit at the Chester A. Arthur Building (CAB), 425 I Street, NW, Monday through Friday between 8AM and 3PM. No appointment is necessary. The required fingerprint charts, included in your package, are also available at the CAB. Some local police departments also provide fingerprinting services.

Please complete the electronic form within 5 days. Complete packages must be received in this office within 10 days of completing the electronic SF-86 or SF-85P. After completing all required forms (electronic and paper) to include the fingerprint charts, coordinate submission of the complete package with your contract company and your responsible ICE Contracting Officer's Technical Representative/Contracting Officer's Representative (COTR/COR). If you fail to go online and/or fail to submit a complete package in a timely manner, ICE may discontinue processing without further notice. You will then need to coordinate with your Contract Company and COTR/COR regarding the possibility of further consideration.

Congratulations on your selection! We are looking forward to you becoming a productive member of the ICE Team.

Theresa Creagh
Supervisory Personnel Security Specialist
Personnel Security Unit

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System**

DISTRIBUTION:	ICE
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REVIEW DATE:	May 29, 2011
SUPERSEDES:	See Section 3 Below.

**DIRECTIVE TITLE: ICE SUITABILITY SCREENING REQUIREMENTS FOR
CONTRACTOR PERSONNEL**

- 1. PURPOSE and SCOPE.** This Directive establishes policy and procedures used to determine a person's suitability to work for contractors providing services to U.S. Immigration and Customs Enforcement (ICE). This Directive applies to all ICE contractor personnel.
- 2. AUTHORITIES/REFERENCES.**
 - 2.1.** Office of Management and Budget (OMB) Circular No. A-130, App. III, "Security of Federal Automated Information Resources," November 28, 2000.
 - 2.2.** Department of Homeland Security (DHS) Management Directive (MD) 11080, "Security Line of Business Integration and Management," January 3, 2006.
 - 2.3.** DHS Sensitive Systems Handbook 4300A, Version 5.5. September 30, 2007, or latest version. (See also Attachment J to 4300A, "Requesting Exceptions to Citizenship Requirement.")
 - 2.4.** DHS Sensitive Systems Policy Directive 4300A, Version 5.5. September 30, 2007, or latest version.
 - 2.5.** DHS MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2005.
 - 2.6.** Executive Order (E.O.) 12829, "National Industrial Security Program (NISP)."
 - 2.7.** DHS Acquisition Regulation (HSAR), Section 3052.204-71 (codified at 48 CFR § 3052.204-71).
 - 2.8.** Department of Defense (DOD) 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," January 1995, with supplements, dated July 1997 and February 2001. NISPOM replaces DOD Industrial Security Manual for Safeguarding Classified Information, January 1991.
 - 2.9.** DHS MD 11035, "Industrial Security Program (ISP)," dated February 10, 2005.

- 2.10. Title 5, United States Code (U.S.C), § 552, “The Freedom of Information Act,” as amended.
- 2.11. 5 U.S.C. § 552(a), “The Privacy Act of 1974,” as amended.
- 2.12. Title 5, Code of Federal Regulations (CFR), Part 736, “Personnel Investigations.”
- 2.13. Homeland Security Presidential Directive-12 (HSPD-12) “Policy for a Common Identification Standard for Federal Employees and Contractors,” dated August 27, 2004.
- 2.14. Office of Personnel Management (OPM),” Investigations Service, Investigator’s Handbook,” July 2007.
- 2.15. ICE Directive 5-2.0, “Safeguarding Law Enforcement Sensitive Information,” March 23, 2007.
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for Suitability Screening Requirements for Contractors.
4. **BACKGROUND.** The provisions of this Directive define the suitability screening standards for contractor personnel requiring regular, ongoing, and unescorted access to ICE-owned facilities; access to ICE-controlled facilities, or commercial facilities operating on behalf of ICE; access to ICE information technology (IT) systems and the systems' data; and access to Sensitive Information.
5. **DEFINITIONS.** The following definitions are provided for the purposes of this Directive.
 - 5.1. **Access.** The ability to enter and/or pass through an area or a facility; or the ability or authority to obtain information, monetary or material resources. In relation to classified information, it means the ability, authority, and/or opportunity to obtain knowledge of classified information.
 - 5.2. **Adjudication.** An examination of a person’s conduct over a sufficient period of their life designed to make an affirmative determination as to their suitability for employment, eligibility for access to classified information, materials and areas, or for their retention in Federal employment.
 - 5.3. **Background Investigation.** A term generically used to describe various types of investigations into an applicant’s or employee’s personal history that are used to determine the individual’s suitability for Federal employment and/or to make a determination as to whether an individual is eligible for access to classified information at the appropriate level for the position. These investigations are conducted using a variety of methods, which include completion of questionnaires, electronic inquiries,

written or telephone inquiries, or through personal contact with references. See Section 5.13 below for the various types of background investigations and their scope.

- 5.4. Contract.** As defined in the Federal Acquisition Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments (undertaken by or affecting two sides equally or binding on both parties), contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301, *et seq.*
- 5.5. Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. The CO maintains a strong relationship with the COTR.
- 5.6. Contracting Officer's Technical Representative (COTR).** A person who has been delegated authority by a contracting officer to perform specific functions in managing a contract and/or business arrangement. The COTR provides technical direction within the confines of the agreement, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the CO. The CO and COTR work together to ensure the contract requirements are clearly communicated to the contractor.
- 5.7. Contractor Personnel.** An agent or employee of an entity that provides supplies or services to ICE pursuant to a contract.
- 5.8. Entry on Duty Determination (EOD).** All contractor personnel assigned to work in positions requiring access to ICE facilities, information or IT positions are required to undergo a pre-employment background check to determine their suitability for employment. If the completed pre-employment background check results are favorable, prospective contractor personnel are allowed to enter on duty prior to completion and adjudication of the more in-depth personnel security investigation.
- 5.9. Electronic-Questionnaire for Investigations Processing (e-QIP).** A web-based automated system that allows individuals to electronically enter, update, and transmit their personal investigative data over a secure Internet connection.
- 5.10. ICE Facility.** ICE-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, any portion of which or all are under the jurisdiction, custody or control of ICE; ICE-controlled commercial space shared with non-government tenants; ICE-owned contractor-operated facilities; and facilities under a management and operating contract such as for the operation, maintenance, or support of

a Government-owned or controlled research, development, special production, or testing establishment.

- 5.11. Information Technology (IT).** As defined by 40 U.S.C. § 11101(6) (“Clinger-Cohen Act”), any equipment, or interconnected system or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by ICE.
- 5.12. IT Systems.** Information technology systems that are (1) owned, leased, or operated by ICE; (2) operated by a contractor on behalf of ICE; or (3) operated by another Federal, state or local government agency on behalf of ICE.
- 5.13. Personnel Security Investigations (PSI) for Contractor Personnel at ICE.** Investigations conducted on contractor personnel that serve as the basis for determinations of suitability for employment and eligibility for access to ICE facilities and sensitive information. These investigations focus on an individual’s character and past conduct that may have an impact on the integrity and efficiency of ICE. Types of investigations are as follows.
- 1) **Background Investigation (BI):** Coverage period is 10 years. Consists of a National Agency Check (NAC) (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment (5 years); education (5 years and most recent degree); residence (3 years); law enforcement agency checks (5 years); and a credit check (5 years).
 - 2) **Child Care National Agency Check and (written) Inquiries:** An enhanced National Agency Check with Inquiries (NACI) (see Section 5.13(6) below) that, to meet special investigation requirements for those in child care provider positions, searches records of State Criminal History repositories of the state where the subject resides.
 - 3) **Limited Background Investigation (LBI):** Coverage period is 10 years. Consists of a NAC (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment, education and residence (3 years); law enforcement agency checks (5 years); and credit check (5 years).
 - 4) **Minimum Background Investigation (MBI):** Coverage period is 5 years. Consists of a NAC (see Section 5.13(5) below), a personal Subject Interview, employment, education and degree(s) (5 years); residence (3 years); law enforcement agency checks (5 years); and credit check (5 years). Other than the subject interview, there are no source interviews conducted during this investigation.
 - 5) **National Agency Check (NAC):** Consists of records searches in the OPM Security/Suitability Investigations Index (SII); Federal Bureau of Investigation (FBI) Identification Files; FBI National Criminal History Fingerprint File; Defense

Clearance and Investigations Index (DCII); and other sources, as necessary, to cover specific areas of a subject's background. It is an integral part of all investigations.

- 6) **National Agency Check with Inquiries (NACI):** Coverage period is 5 years. Consists of a NAC, employment checks (5 years); education checks and degrees (5 years); residence checks (3 years); law enforcement agency checks (5 years); and personal reference checks. Pursuant to the requirements of the HSPD-12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a Personal Identity Verification (PIV) Card.
- 7) **Single Scope Background Investigation (SSBI):** Consists of a NAC (Section 5.13(5) above), a spouse or cohabitant NAC, a personal Subject Interview, and citizenship, education, employment, residence, law enforcement, and record searches covering the most recent ten (10) years or since the 18th birthday, whichever is shorter.
- 8) **Investigation Exception:** An exception to the above investigations may be granted for contractor personnel requiring physical access to ICE facilities for short-term periods of time. A fingerprint-based criminal history check and a citizenship check are required for building access only and will be handled on a case-by-case basis.

5.14. Personnel Investigations Processing System (PIPS). A database used by OPM to manage its investigations program.

5.15. Public Trust Positions. Positions defined under 5 CFR 731 that may involve policy-making, major program responsibility, public safety and health, law enforcement duties, fiduciary responsibilities, or other duties demanding a significant degree of public trust; and positions involving access to, operation of, or control of financial records with a significant risk for causing damage or realizing personal gain.

5.16. Risk Levels Applied to Contractor and Public Trust Positions.

- 1) **Low Risk:** Positions have the potential for limited impact on the integrity and efficiency of ICE. The positions involve duties and responsibilities of limited relation to an agency or program mission.
- 2) **Moderate Risk:** Positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.
- 3) **High Risk:** Positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or program mission with a broad scope of responsibility and authority.

- 5.17. Sensitive Information.** Any information the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552(a), The Privacy Act of 1974, as amended, but which has not been specifically authorized under criteria by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security, or foreign policy. This definition includes the following categories of information.
- 1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. § 211-224; its implementing regulations, 6 CFR 29; or the applicable PCII Procedures Manual.
 - 2) Sensitive Security Information (SSI) as described in 49 CFR 1520.
 - 3) Sensitive But Unclassified Information (SBU) consists of any other information, which, if provided by the government to the contractor and/or contractor personnel is marked in such a way as to place a reasonable person on notice of its sensitive nature and is designated “sensitive” in accordance with subsequently adopted homeland security information handling requirements.
- 5.18. Staff-like Access.** Unescorted or unaccompanied access by contractor personnel in a manner similar to access by a Federal employee to ICE-owned or controlled facilities, information systems, security systems, or products containing SSI or SBU.
- 5.19. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions.** Used to collect information for public trust positions.
- 5.20. Standard Form 86 (SF 86), Questionnaire for National Security Positions.** Used to collect information for national security positions.
- 5.21. Suitability.** A determination based on an individual's character and/or conduct that may have an impact on the integrity and/or efficiency of the individual's employment. A suitability determination is required for all positions and is a process separate and distinct from a security determination which determines an individual's eligibility for assignment to, or retention in, a sensitive national security position.
- 5.22. Suitability Screening.** The process of determining a person's suitability for employment to work or provide services as a contractor or contractor personnel to ICE.
- 6. POLICY.** All contractor personnel positions within ICE shall be screened for suitability to ensure organizational integrity and efficiency throughout the ICE workforce. All ICE contractors, subcontractors, consultants, licensees, and grantees requiring access to classified information shall be investigated commensurate with the risk levels as described in the OPM Public Trust Designation Model or pursuant to E.O. 12829, NISP, and DHS MD 11035, ISP.

7. RESPONSIBILITIES.

- 7.1. The Office of Professional Responsibility (OPR) Director** is also the designated ICE Chief Security Officer (CSO) and is responsible for administering the Personnel Security and Suitability Program.
- 7.2. The OPR Personnel Security Unit (PSU), Unit Chief,** under the direction of the ICE CSO, is responsible for implementing the minimum standards required by this Directive. These requirements are to ensure and maintain integrity in the workforce. The PSU is responsible for the following actions:
- 1) Working with ICE program offices to develop specific procedures for incorporating contractor personnel suitability screening requirements into the procurement and contract oversight process;
 - 2) Documenting the process by which a risk-level assessment is made;
 - 3) Receiving and processing security forms to initiate required suitability investigations of contractor personnel;
 - 4) Adjudicating the results of pre-employment and suitability investigations and advising the COTR and other offices on a need-to-know basis of the adjudication;
 - 5) Conducting or arranging for additional investigation, when necessary, to resolve suitability issues;
 - 6) Providing contractor personnel an opportunity to respond to unfavorable information developed during an investigation prior to taking any unfavorable action based on that information;
 - 7) Notifying the COTR (or if none assigned, the CO), as appropriate, in writing to deny access to contractor personnel who are found unsuitable for access to ICE facilities, sensitive information, or IT systems;
 - 8) Tracking suitability screening investigations and maintaining security files on contractor personnel;
 - 9) Determining, in consultation with the Program/Project Manager or COTR (if assigned), which contracts require security investigations of contractor personnel;
 - 10) Developing, in coordination with the Office of Acquisition (OAQ) Management, the appropriate language for inclusion in solicitations, contracts, and agreements; and
 - 11) Coordinating, as appropriate, with the COTR (if assigned) or the CO on actions to take whenever reasonably credible information is received that appears to raise a question concerning the suitability of contractor personnel.

7.3. The Office of Acquisition Management and ICE Program Offices are responsible for the following:

- 1) The Program/Project Manager or originator of the procurement request is responsible for coordinating with the OAQ Management and PSU to ensure that all proposed solicitations and contracts are reviewed to determine whether contractor personnel will require access to ICE facilities, and/or sensitive IT systems;
- 2) The OAQ Management is responsible for ensuring that whenever a solicitation, contract, or agreement requires investigation of any contractor personnel, the document contains language sufficient to achieve this objective in an orderly and expeditious manner. The document shall also contain language to allow ICE to deny contractor personnel access to ICE facilities, sensitive information, or IT systems if the PSU determines the contractor personnel is unsuitable;
- 3) The OAQ Management and the Program/Project Manager are responsible for ensuring that the PSU and the COTR are notified whenever there is a change in the status (e.g., replaced, extended, defaulted, terminated, etc.) of an existing contract that makes contractor personnel subject to investigation;
- 4) The Program/Project Manager is responsible for notifying the COTR and OAQ of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 5) The COTR or (if none assigned) the Contracting Officer is responsible for notifying PSU of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 6) The Program/Project Manager is responsible for ensuring that the PSU is advised of any contracts in which access to ICE facilities, sensitive information, or IT systems will be completed in 90 days or less;
- 7) The Program/Project Manager is responsible for coordinating with the security office to establish risk levels for all positions;
- 8) The COTR or (if none is assigned) the Contracting Officer is responsible for notifying the PSU if the status of contractor personnel changes in any way; and
- 9) The Program/Project Manager is responsible for ensuring the contracting company is notified of the results of the suitability screening for individual contractor personnel.

7.4. The Office of the Chief Information Officer (OCIO) is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS and ICE IT security policies.

7.5. The Program/Project Manager is responsible for coordinating with the OPR PSU to determine the applicable contractor personnel suitability and security investigative requirements needed under a particular contract prior to the Contracting Officer's issuance of the solicitation prospective. This requirement applies to any proposed agreements with outside parties that could result in non-ICE personnel having access to ICE facilities, sensitive information, or IT systems.

7.6. The COTR is responsible for the following:

- 1) Ensuring that the contract company submits completed security forms and information on behalf of each of its contractor personnel (including prospective subcontract employees) subject to a security investigation as required by the applicable contract;
- 2) Ensuring that the PSU is notified whenever contractor personnel have completed the work as required under the contract or leave their position with the contractor;
- 3) Ensuring the forms required for investigations of contractor personnel are completed and submitted to the PSU prior to granting contractor personnel or subcontractor personnel access to ICE facilities, sensitive information, or IT systems;
- 4) Coordinating with the Contracting Officer to ensure, at the direction of the PSU, that appropriate actions are taken to address any questions that arise regarding the suitability of any contractor personnel. Appropriate actions may include, but are not limited to, temporarily denying the contractor personnel access to ICE facilities, sensitive information, or IT systems pending resolution of the issue(s) raising a question of suitability;
- 5) Ensuring, at the direction of the PSU, that appropriate action which may involve excluding the contractor personnel from working on any aspect of the ICE contract is taken when contractor personnel are found unsuitable for access to ICE facilities, sensitive information, or IT systems; and
- 6) Ensuring the OPR PSU is notified when derogatory information which may affect the status of any contractor personnel is revealed, discovered, or reported.

8. PROCEDURES.

8.1. General Investigative Standard for Contractor Personnel.

- 1) Prior to commencement of any work under a contract with ICE, all contractor personnel will be evaluated for suitability for access to ICE facilities, sensitive information, and IT resources. This screening process is required for every position; is conducted by personnel security specialists; and serves to protect the interests of ICE. The type of PSI necessary under this process will be commensurate with the nature and the risk level of the positions as described in the *Investigations Matrix*

(see attachment). ICE reserves the right to restrict contractor personnel access to ICE facilities, sensitive information, and IT systems.

- 2) A security clearance determination of whether contractor personnel should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, ISP.
- 3) ICE will afford fair, impartial, and equitable treatment to all contractor personnel through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.
- 4) The minimum investigation standard for ICE contractor personnel requiring unescorted facility access on a recurring basis will be the NACI. This investigative standard will meet the requirements of HSPD-12. Prior to being given access to ICE facilities, sensitive information, or IT systems, contractor personnel must first have received a favorably adjudicated suitability determination as described in Section 8.1.1 above. The suitability determination may be conducted prior to or concurrently with a NACI investigation.
- 5) For contractor personnel processed in accordance with DHS MD 11035, ISP, the investigative standard for access to secret classified information will be an MBI. The minimum investigative standard for access to top secret classified information will be an SSBI.
- 6) Exception: An exception may be granted for contractors, subcontractors, vendors and others who do not require access to IT systems, but require temporary (less than 6 months), unescorted facility access, in which case they shall undergo a fingerprint-based criminal history records check and a citizenship check. This is considered the only exception to HSPD-12 investigative requirements.

8.2. EOD Determinations. A favorable EOD determination allows contractor personnel to commence work before the required personnel security investigation is completed. The EOD determination does not substitute for the required personnel security investigation. In addition, if contractor personnel for a High Risk IT position (for example, system administrator, programmer, hardware technician, or firewall manager) receive a favorable EOD determination, the contractor personnel may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

8.3. Risk Assessment.

- 1) The PSU and the Program/Project Manager shall determine the risk level for each contractor personnel position. The risk level is based on an overall assessment of the damage an untrustworthy contractor personnel could cause to the efficiency and/or integrity of ICE operations. When determining risk levels, the duties of contractor personnel may be compared to those of ICE employees in similar positions.

- 2) Contractor personnel having access to ICE facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening based on the risk level of the position. See Section 5.16 above for descriptions of Risk Levels.

8.4. Adjudication Criteria. Suitability determinations are to be made in accordance with the following criteria:

- 1) **Specific factors.** When making a suitability determination, the following may be considered a basis for finding contractor personnel unsuitable:
 - a) Misconduct or negligence in employment;
 - b) Criminal or dishonest conduct;
 - c) Material, intentional false statement or deception, or fraud in examination or appointment;
 - d) Refusal to furnish testimony;
 - e) Alcohol abuse of a nature and duration which suggests that the contractor personnel would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
 - f) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
 - g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and/or
 - h) Any statutory or regulatory bar which prevents the lawful employment of the contractor personnel involved in the position in question.
- 2) **Additional considerations.** In making a suitability determination, ICE shall consider the following additional considerations to the extent OPR PSU deems them pertinent to the individual case:
 - a) The nature of the position for which contract personnel are applying or are employed;
 - b) The nature and seriousness of the conduct;
 - c) The circumstances surrounding the conduct;
 - d) The recency of the conduct;
 - e) The age at the time of the conduct;

- f) The contributing societal conditions; and/or
 - g) The absence or presence of rehabilitation or efforts toward rehabilitation.
- 3) A contractor personnel's eligibility may be cancelled or they may be denied employment or removed if there is an unsuitability determination.

8.5. Citizenship and Residency Requirements.

- 1) Only U.S. citizens are eligible for employment on contracts requiring access to ICE IT systems or involvement in the development, operation, or management of ICE IT systems, unless an exception is granted in accordance with the procedures set forth in section 8.10 (2) of this directive. Exceptions to this policy must be obtained for any non-U.S. citizens, including Foreign Nationals (FN's) and Foreign Service Nationals (FSN's) for whom access to ICE or DHS systems is needed. Lawful permanent residents are not U.S. citizens.
- 2) Any contractor personnel who has resided outside of the United States for more than two of the last five years preceding their employment with ICE, must provide ICE with references, all of whom must be U.S. citizens, who can verify her or his reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States during this period. Sufficient information must be available to permit an investigation to be conducted to the same standard as would be required if the contractor personnel resided within the United States or the contractor personnel will be ineligible to work on the contract. Exceptions to the residency requirement may be made if the contractor personnel work or worked for the United States overseas in a Federal or Military capacity or was a dependent of a Federal or Military employee serving overseas during the period in question.

8.6. Retroactive Effect.

- 1) Contractor personnel who have been investigated and approved by ICE prior to the issuance of this Directive, but whose investigation is not commensurate with the risk level indicated in the "Investigations Matrix" (see attachment), must be scheduled for an updated investigation not later than twelve (12) months after the issuance of this Directive. Such contractor personnel are eligible to maintain access for one (1) year or less provided performance is under the existing contract (to include exercise of options) and the risk-level of the assigned position does not change.
 - a) These contractor personnel cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements set forth in the "Investigations Matrix" (see attachment) are met.
 - b) After a re-compete and award on the same contract, contractor personnel must meet the required background investigation standards as set forth in the

Investigations Matrix (see attachment) that is commensurate with the risk level of their position.

- 2) Contractor personnel currently working on an ICE contract who have not been investigated prior to the issuance of this Directive must meet the investigative standard. The required personnel security investigation on these individuals must be scheduled not later than six months after issuance of this Directive. Contractor personnel may continue to work while the investigation is in process.
- 3) Lawful permanent residents who have been investigated and approved by ICE prior to the issuance of this Directive to work on unclassified contracts that involve access to or assisting in the development, operation, management, or maintenance of ICE IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with Section 8.10.

8.7. Reinvestigations. Contractor personnel in High Risk positions will be reinvestigated every 5 years or more frequently as circumstances warrant. Contractor personnel in Moderate or Low Risk positions are required to be reinvestigated every 10 years, unless specific derogatory information is received that would warrant an earlier reinvestigation.

8.8. Standards for Using Previous Investigations. Whenever practical, ICE will use previous investigations conducted by DHS components to reduce the number of investigation requests, associated costs, and unnecessary delays.

- 1) ICE will use previous investigations conducted at the same risk levels, subject to the 5-year and 10-year reinvestigation requirements, by other DHS components with appropriate updates to documentation on file for transfers within DHS. Previous investigations will be obtained and/or reviewed in conjunction with other appropriate checks to make a suitability decision for employment. If the investigation is unavailable for review, a new and appropriate investigation will be completed.
- 2) Any investigation conducted by or for another Federal agency on a contractor that is of the same or higher type and scope as the one required is sufficient to meet the investigative requirements if it was conducted within the past 5 years. The investigation will be obtained and/or reviewed in conjunction with pre-employment checks to make a suitability decision for employment. If that investigation is unavailable, new security forms will be obtained, preliminary checks will be completed and a new and appropriate investigation will be completed.

8.9. Adverse Information and Revocation of Access.

- 1) When adverse information is uncovered in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor's

personnel may be granted unescorted access to ICE facilities and/or sensitive information.

- 2) Contractor personnel on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- 3) Adverse information may not be disclosed to the employer of the contractor personnel. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor personnel is ineligible to render services or otherwise perform under the contract.

8.10. Waivers and Exceptions.

- 1) Operational, physical, or unforeseen circumstances may prevent or preclude the implementation in a timely manner of some of the requirements of this Directive. In such cases a waiver or exception to the stated requirements may be requested. The waiver or exception request must be in writing and addressed to the ICE Chief Security Officer (CSO) and identify a compelling reason for issuance of a waiver or exception. Access will not be granted under the waiver or exception process until the waiver or exception is approved by the ICE CSO.
- 2) Exceptions to the U.S. citizenship requirement noted in section 8.5 (1) of this directive are treated separately from standard exceptions and waivers. Since access for foreign nationals is normally a long-term commitment, citizenship exceptions may only be granted by the Assistant Secretary or their designee, with the concurrence of both the DHS CSO and DHS CIO or their designees. In order for the exception to be granted:
 - a) The individual must be either a Lawful Permanent Resident of the United States or a citizen of any nation on the Allied Nations List maintained by the Department of State.
 - b) All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
 - c) There must be a compelling reason for using the individual as opposed to a U.S. citizen.
 - d) The exception must be in the best interest of DHS.

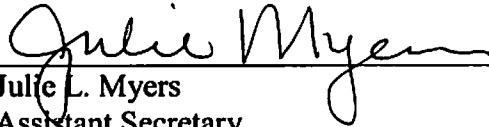
Requests for exceptions must be in writing utilizing Attachment J of the DHS 4300A Sensitive Systems Handbook.

3) Requests for waivers or exceptions to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the ICE CSO. Waiver or exception requests must include a justification and will be considered on a case-by-case basis.

9. **ATTACHMENT.** Investigations Matrix.

10. **NO PRIVACY RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved:



Julie L. Myers
Assistant Secretary
U.S. Immigration and Customs Enforcement

**ATTACHMENT
Investigations Matrix**

RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF INVESTIGATION REQUIRED		PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION	
		IT Positions	Non-IT Positions	IT Positions	Non-IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form	Background Investigation (BI) ²	Background Investigation (BI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the BI <i>(Only eligible for access to the Moderate Risk Level)</i>	Favorable Review of Forms Favorable fingerprint & credit Submission of the BI
	-SF 85P-S ¹ -OF 306	Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI	Favorable Review of Forms Favorable fingerprint & credit Submission of MBI
LOW ³	-SF-85P -FD-258 -Credit Release Form -OF 306	Not applicable No IT positions are "Low Risk"	NACI Favorable Review of Forms Fingerprint and Name Check	Not applicable No IT positions are "Low Risk"	Favorable Review of Forms Favorable fingerprint & credit Submission of NACI ³

¹ Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

² IT Positions or detail assignments that require access to Sensitive But Unclassified information or Law Enforcement Sensitive Information, i.e. TECS.

³ NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

Declaration for Federal Employment

Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

Declaration for Federal Employment

Form Approved
OMB No. 3206-0182

GENERAL INFORMATION

1. FULL NAME (First, middle, last) ◆	2. SOCIAL SECURITY NUMBER ◆
3. PLACE OF BIRTH (Include city and state or country) ◆	4. DATE OF BIRTH (MM/DD/YYYY) ◆
5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc) ◆ ◆	6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? YES NO *If "NO" skip 7b and 7c. If "YES" go to 7b.*
- 7b. Have you registered with the Selective Service System? YES NO *If "NO" go to 7c.*
- 7c. If "NO," describe your reason(s) in item #16.

Military Service

8. Have you ever served in the United States military? YES *Provide information below* NO
*If you answered "YES," list the branch, dates, and type of discharge for all active duty.
 If your only active duty was training in the Reserves or National Guard, answer "NO."*

Branch	From <small>MM/DD/YYYY</small>	To <small>MM/DD/YYYY</small>	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9,10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

- | | | |
|--|---------------------------------|--------------------------------|
| 9. During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i> | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 10. Have you been convicted by a military court-martial in the past 10 years? (If no military service, answer "NO.") <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.</i> | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 11. Are you now under charges for any violation of law? <i>If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.</i> | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? <i>If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.</i> | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) <i>If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.</i> | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Declaration for Federal Employment

Form Approved:
OMB No. 3206-0182

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) *If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.*
- YES NO
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?
- YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (*these questions are specific to your position and your agency is authorized to ask them*).

Certifications / Additional Questions

APPLICANT: *If you are applying for a position and have not yet been selected,* carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: *If you are being appointed,* carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. **I certify** that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. **I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand** that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. **I consent** to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. **I understand** that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ Date _____
(Sign in ink)

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

Appointing Officer: Enter Date of Appointment or Conversion MM / DD / YYYY

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

10a. When did you leave your last Federal job? DATE: MM / DD / YYYY

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?

YES NO Do Not Know

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled.

YES NO Do Not Know