

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 Quality Assurance Surveillance Plan (OASP)

**Attachment 2 Wage Determination 2005-2567, Revision 18
Wage Determination 2005-2569, Revision 16
Wage Determination 2005-2441, Revision 14
Wage Determination 2005-2439, Revision 15**

Attachment 3 Deliverables

Attachment 4 ICE Body Armor Policy

Attachment 5 DRO Policy and Procedure Manual (Appendix 32-1 Vehicle Ordering Menu)

Attachment 6 DHS Prison Rape Elimination Act (PREA) Regulation

Attachment 1

U.S. Department of Homeland Security
Immigration and Customs Enforcement



Quality Assurance Surveillance Plan
Detention Services
Seattle Area Contract Detention Facility

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QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
<p>Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees</p>	<p>PBNDS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm</p>	<p>PBNDS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p>PBNDS Reference: Part 3 - ORDER 3.1 Disciplinary System.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.</p>
<p>Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees</p>	<p>PBNDS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p>PBNDS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights</p>	<p>PBNDS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
<p>Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements</p>	<p>PBNDS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees;</p> <p>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems</p>	<p>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</p> <p>Staff Misconduct 4-ALDF-7B-01</p> <p>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</p> <p>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name ofCOTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q A program procedures or new A W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

HSCEDM-15-D-00015

Attachment 2

WD 05-2567 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS 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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2567
Revision No.: 18
Date Of Revision: 07/25/2014

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01040 - Court Reporter		19.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		12.68
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		15.94
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01280 - Receptionist		14.47
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81
01320 - Service Order Dispatcher		17.13
01410 - Supply Technician		23.37
01420 - Survey Worker		19.01
01531 - Travel Clerk I		13.37
01532 - Travel Clerk II		14.50
01533 - Travel Clerk III		15.60
01611 - Word Processor I		17.01
01612 - Word Processor II		19.09
01613 - Word Processor III		21.35
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.34
05010 - Automotive Electrician		22.06
05040 - Automotive Glass Installer		19.83
05070 - Automotive Worker		21.36
05110 - Mobile Equipment Servicer		19.93
05130 - Motor Equipment Metal Mechanic		22.82
05160 - Motor Equipment Metal Worker		21.36
05190 - Motor Vehicle Mechanic		22.78

05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	13.11
07042 - Cook II	15.75
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	12.34
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.20
09040 - Furniture Handler	16.86
09080 - Furniture Refinisher	19.20
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.01
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	11.98
11090 - Gardener	18.28
11122 - Housekeeping Aide	14.53
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	24.67
12015 - Certified Physical Therapist Assistant	23.12
12020 - Dental Assistant	18.72
12025 - Dental Hygienist	45.08
12030 - EKG Technician	29.94
12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	21.26
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	39.01
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	18.96
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05

12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.32
13062 - Media Specialist II	20.53
13063 - Media Specialist III	22.87
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.22
14160 - Personal Computer Support Technician	25.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.20
15020 - Aircrew Training Devices Instructor (Rated)	41.38
15030 - Air Crew Training Devices Instructor (Pilot)	49.60
15050 - Computer Based Training Specialist / Instructor	34.20
15060 - Educational Technologist	30.07
15070 - Flight Instructor (Pilot)	49.60
15080 - Graphic Artist	25.73
15090 - Technical Instructor	26.41
15095 - Technical Instructor/Course Developer	30.26
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.41
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.23
16220 - Tailor	14.04
16250 - Washer, Machine	10.81
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	25.86
19040 - Tool And Die Maker	29.25
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.87
21030 - Material Coordinator	21.10
21040 - Material Expediter	21.10
21050 - Material Handling Laborer	15.41
21071 - Order Filler	14.20
21080 - Production Line Worker (Food Processing)	19.87
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.39
21150 - Stock Clerk	19.42
21210 - Tools And Parts Attendant	19.87
21410 - Warehouse Specialist	19.87
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.37
23021 - Aircraft Mechanic I	28.50
23022 - Aircraft Mechanic II	29.37
23023 - Aircraft Mechanic III	30.25
23040 - Aircraft Mechanic Helper	22.11
23050 - Aircraft, Painter	27.52
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.36
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77

23810 - Plumber, Maintenance	27.42
23820 - Pseudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	23.95
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.25
23950 - Telephone Lineman	24.51
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	10.74
24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.38
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	26.38
25190 - Ventilation Equipment Tender	20.48
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	15.36
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.43
28042 - Carnival Equipment Repairer	13.23
28043 - Carnival Equipment Worker	10.02
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	18.46
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	15.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.99
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30061 - Drafter/CAD Operator I	22.27

30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30210 - Laboratory Technician	25.04
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30390 - Photo-Optics Technician	30.86
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	24.26
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.18
30494 - Unexploded (UXO) Safety Escort	24.26
30495 - Unexploded (UXO) Sweep Personnel	24.26
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99030 - Cashier	12.33
99050 - Desk Clerk	10.88
99095 - Embalmer	26.13
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	15.61
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	15.97
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	17.44

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** 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 (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/eaa/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 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(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

WD 05-2439 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS 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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2439
Revision No.: 15
Date Of Revision: 07/25/2014

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,
Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.08
01040 - Court Reporter		15.69
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		18.40
01280 - Receptionist		12.12
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50
01320 - Service Order Dispatcher		16.24
01410 - Supply Technician		19.08
01420 - Survey Worker		14.05
01531 - Travel Clerk I		13.50
01532 - Travel Clerk II		14.74
01533 - Travel Clerk III		15.86
01611 - Word Processor I		12.90
01612 - Word Processor II		14.48
01613 - Word Processor III		16.19
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.79
05010 - Automotive Electrician		17.35
05040 - Automotive Glass Installer		16.16
05070 - Automotive Worker		16.54
05110 - Mobile Equipment Servicer		14.57
05130 - Motor Equipment Metal Mechanic		18.14
05160 - Motor Equipment Metal Worker		16.54

05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	12.48
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	11.30
07042 - Cook II	12.78
07070 - Dishwasher	9.03
07130 - Food Service Worker	9.63
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.14
09040 - Furniture Handler	11.65
09080 - Furniture Refinisher	15.14
09090 - Furniture Refinisher Helper	12.25
09110 - Furniture Repairer, Minor	13.73
09130 - Upholsterer	15.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.27
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.27
11150 - Janitor	11.27
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.27
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	17.13
12012 - Certified Occupational Therapist Assistant	23.51
12015 - Certified Physical Therapist Assistant	23.51
12020 - Dental Assistant	17.52
12025 - Dental Hygienist	36.40
12030 - EKG Technician	28.16
12035 - Electroneurodiagnostic Technologist	28.16
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	15.32
12072 - Licensed Practical Nurse II	17.13
12073 - Licensed Practical Nurse III	19.11
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	16.86
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	15.75
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	37.66
12221 - Nursing Assistant I	9.88
12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12
12224 - Nursing Assistant IV	13.60
12235 - Optical Dispenser	15.26
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11

12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	21.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	19.56
14072 - Computer Programmer II	24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	25.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	32.39
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	22.64
15090 - Technical Instructor	18.54
15095 - Technical Instructor/Course Developer	24.26
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	12.53
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	13.46
16220 - Tailor	14.40
16250 - Washer, Machine	10.60

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.85
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.04
21030 - Material Coordinator	18.40
21040 - Material Expediter	18.40
21050 - Material Handling Laborer	12.69
21071 - Order Filler	12.26
21080 - Production Line Worker (Food Processing)	15.04
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.60
21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	15.04
21410 - Warehouse Specialist	15.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.90
23021 - Aircraft Mechanic I	21.81
23022 - Aircraft Mechanic II	22.90
23023 - Aircraft Mechanic III	24.05
23040 - Aircraft Mechanic Helper	15.62
23050 - Aircraft, Painter	19.91
23060 - Aircraft Servicer	18.91
23080 - Aircraft Worker	19.54
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	23.14
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.96
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	18.14
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	17.02
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	16.48
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	17.02
23392 - Gunsmith II	19.26
23393 - Gunsmith III	21.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	20.37
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.60
23593 - Metrology Technician III	23.73
23640 - Millwright	21.50
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	15.28

23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	21.50
23850 - Rigger	21.50
23870 - Scale Mechanic	19.26
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	21.50
23960 - Welder, Combination, Maintenance	15.19
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.50
23980 - Woodworker	17.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.18
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.59
27007 - Baggage Inspector	11.19
27008 - Corrections Officer	21.67
27010 - Court Security Officer	21.67
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	21.67
27070 - Firefighter	22.48
27101 - Guard I	11.19
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Equipment Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.11
29020 - Hatch Tender	21.11
29030 - Line Handler	21.11
29041 - Stevedore I	19.99
29042 - Stevedore II	22.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.62
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84

30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30210 - Laboratory Technician	20.32
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	18.44
30462 - Technical Writer II	22.56
30463 - Technical Writer III	27.29
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	10.14
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	16.74
31364 - Truckdriver, Tractor-Trailer	16.74
99000 - Miscellaneous Occupations	
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99310 - Mortician	22.74
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.61
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.27
99842 - Vending Machine Repairer Helper	17.57

HSCEDM-15-D-00015

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** 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 (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 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

WD 05-2569 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS 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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2569
Revision No.: 16
Date Of Revision: 07/25/2014

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla,
Union, Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		22.80
01420 - Survey Worker		17.33
01531 - Travel Clerk I		14.84
01532 - Travel Clerk II		15.95
01533 - Travel Clerk III		17.09
01611 - Word Processor I		15.07
01612 - Word Processor II		16.91
01613 - Word Processor III		18.91
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.71
05010 - Automotive Electrician		18.82
05040 - Automotive Glass Installer		17.82
05070 - Automotive Worker		17.82
05110 - Mobile Equipment Servicer		15.82
05130 - Motor Equipment Metal Mechanic		19.80

05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06
12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51

12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67

16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32

'23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Equipment Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48

30040 - Civil Engineering Technician	24.78
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30210 - Laboratory Technician	23.90
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30390 - Photo-Optics Technician	22.36
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 (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 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

WD 05-2441 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS 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

Diane C. Koplowski Division of
Director Wage Determinations

Wage Determination No.: 2005-2441
Revision No.: 14
Date Of Revision: 07/25/2014

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River,
Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01280 - Receptionist		14.41
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42
01320 - Service Order Dispatcher		17.40
01410 - Supply Technician		22.62
01420 - Survey Worker		19.88
01531 - Travel Clerk I		13.44
01532 - Travel Clerk II		16.64
01533 - Travel Clerk III		15.76
01611 - Word Processor I		14.12
01612 - Word Processor II		15.86
01613 - Word Processor III		19.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		19.85
05040 - Automotive Glass Installer		18.97
05070 - Automotive Worker		18.97
05110 - Mobile Equipment Servicer		17.05
05130 - Motor Equipment Metal Mechanic		19.95

05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	16.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.16
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	16.58
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	11.77
11090 - Gardener	15.07
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.96
11240 - Maid or Houseman	11.47
11260 - Pruner	10.96
11270 - Tractor Operator	14.58
11330 - Trail Maintenance Worker	11.96
11360 - Window Cleaner	13.16
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.04
12012 - Certified Occupational Therapist Assistant	22.53
12015 - Certified Physical Therapist Assistant	21.98
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	29.65
12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	15.18
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	14.32
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	38.09
12221 - Nursing Assistant I	9.41
12222 - Nursing Assistant II	10.57
12223 - Nursing Assistant III	11.53
12224 - Nursing Assistant IV	12.95
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	15.54
12280 - Phlebotomist	12.95
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04

12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.52
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.61
14160 - Personal Computer Support Technician	23.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.55
15020 - Aircrew Training Devices Instructor (Rated)	34.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.12
15050 - Computer Based Training Specialist / Instructor	28.55
15060 - Educational Technologist	31.63
15070 - Flight Instructor (Pilot)	41.12
15080 - Graphic Artist	20.77
15090 - Technical Instructor	20.39
15095 - Technical Instructor/Course Developer	24.95
15110 - Test Proctor	17.79
15120 - Tutor	17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.40
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.20
16220 - Tailor	13.99

16250 - Washer, Machine	10.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.45
19040 - Tool And Die Maker	24.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.89
21030 - Material Coordinator	19.68
21040 - Material Expediter	19.68
21050 - Material Handling Laborer	13.22
21071 - Order Filler	13.60
21080 - Production Line Worker (Food Processing)	14.89
21110 - Shipping Packer	14.37
21130 - Shipping/Receiving Clerk	14.37
21140 - Store Worker I	12.70
21150 - Stock Clerk	16.70
21210 - Tools And Parts Attendant	14.89
21410 - Warehouse Specialist	14.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.81
23021 - Aircraft Mechanic I	24.48
23022 - Aircraft Mechanic II	25.81
23023 - Aircraft Mechanic III	27.13
23040 - Aircraft Mechanic Helper	19.37
23050 - Aircraft, Painter	22.61
23060 - Aircraft Servicer	22.12
23080 - Aircraft Worker	23.27
23110 - Appliance Mechanic	17.48
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	21.48
23182 - Electronics Technician Maintenance II	24.43
23183 - Electronics Technician Maintenance III	25.80
23260 - Fabric Worker	20.54
23290 - Fire Alarm System Mechanic	23.07
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.72
23312 - Fuel Distribution System Operator	19.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	24.48
23381 - Ground Support Equipment Servicer	22.12
23382 - Ground Support Equipment Worker	23.27
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	21.84
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53

23760	- Painter, Maintenance	18.24
23790	- Pipefitter, Maintenance	30.95
23810	- Plumber, Maintenance	27.63
23820	- Pneudraulic Systems Mechanic	25.03
23850	- Rigger	24.74
23870	- Scale Mechanic	22.34
23890	- Sheet-Metal Worker, Maintenance	24.40
23910	- Small Engine Mechanic	16.36
23931	- Telecommunications Mechanic I	25.97
23932	- Telecommunications Mechanic II	27.38
23950	- Telephone Lineman	24.08
23960	- Welder, Combination, Maintenance	21.08
23965	- Well Driller	23.01
23970	- Woodcraft Worker	26.15
23980	- Woodworker	14.60
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.95
24580	- Child Care Center Clerk	14.34
24610	- Chore Aide	10.83
24620	- Family Readiness And Support Services Coordinator	14.01
24630	- Homemaker	16.21
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.09
25040	- Sewage Plant Operator	22.21
25070	- Stationary Engineer	26.09
25190	- Ventilation Equipment Tender	19.07
25210	- Water Treatment Plant Operator	22.21
27000	- Protective Service Occupations	
27004	- Alarm Monitor	21.30
27007	- Baggage Inspector	12.19
27008	- Corrections Officer	23.68
27010	- Court Security Officer	25.47
27030	- Detection Dog Handler	16.79
27040	- Detention Officer	23.68
27070	- Firefighter	26.29
27101	- Guard I	12.19
27102	- Guard II	16.79
27131	- Police Officer I	27.63
27132	- Police Officer II	30.70
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	11.83
28042	- Carnival Equipment Repairer	12.56
28043	- Carnival Equipment Worker	9.64
28210	- Gate Attendant/Gate Tender	16.16
28310	- Lifeguard	12.65
28350	- Park Attendant (Aide)	18.07
28510	- Recreation Aide/Health Facility Attendant	12.93
28515	- Recreation Specialist	19.28
28630	- Sports Official	14.40
28690	- Swimming Pool Operator	19.18
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.47
29020	- Hatch Tender	23.47
29030	- Line Handler	23.47
29041	- Stevadore I	22.04
29042	- Stevadore II	24.90
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021	- Archeological Technician I	16.73
30022	- Archeological Technician II	18.72
30023	- Archeological Technician III	23.18
30030	- Cartographic Technician	23.18

30040 - Civil Engineering Technician	25.26
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
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30210 - Laboratory Technician	19.18
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30361 - Paralegal/Legal Assistant I	17.68
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30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99251 - Laboratory Animal Caretaker I	11.19
99252 - Laboratory Animal Caretaker II	12.01
99310 - Mortician	27.05
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** 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 (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 link 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 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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Attachment 3

**DELIVERABLES OF WRITTEN DOCUMENTATION
DETENTION AND TRANSPORTATION SERVICE**

One hard copy of each deliverable shall be submitted to the Contracting Officer (CO) and the Contracting Officer Representative (COR), as described in the "Delivery/Days after Award Column". Unless otherwise specified, deliverables may be submitted via e-mail (this list is not all inclusive other reports maybe required as directed by the COR.)

ITEM	DESCRIPTION	ADDRESSEE	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Quality Control Plan	A and B	Within 30 days of contract award or as requested	1
A002	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	B	Upon request of COR	1
A003	Staffing Plan	A and B	Within 30 days of contract award or as requested	
A004	Resumes of Key Personnel	A and B	Review and approval by CO and COR before employee EOD	
A005	Organizational Chart	A	Within 15 days of significant Changes or as requested	1
A006	Training Plan	A and B	Within 30 days of contract award or as requested	1
A007	Employee certification that they have read and understand code of conduct	B	Prior to EOD	1
A008	Copy of Standard of Conduct and corresponding disciplinary actions	B	Prior to EOD	1
A009	Report of employee(s) in violation or attempt to violate standards of conduct	A	Immediately (immediate verbal report, with written to follow)	1
A010	Medical examination conducted by licensed healthcare provider	B	Prior to EOD	1
A011	Notification of change in employee's health status	B	Immediately	1
A012	Random drug-screening results	B	To COR within 24 hours after receipt	
A013	Contraband Control Program	B	Within 30 days of contract award or as requested	1
A014	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	B	Immediately (immediate verbal report, with written to follow)	1
A015	Personnel files	A	As requested	1
A016	Uniform approval by COR	A	Within 7 days of contract award.. Any changes require CO and COR approval prior to implementation.	1
A017	Certification that each employee has been issued credentials	B	Prior to EOD	
A018	Registrations, commissions, permits or licenses	B	Prior to EOD	1
A019	Contract Detention and Transportation Officer Assignment Roster	B	Posted 24 hours in advance	1
A020	Manpower Report	B	Monthly	1

A021	E-Quip Security Process	B	Prior to EOD	1
A022	Training Program	A and B	Within 30 days of contract award	1
A023	Institutional Emergency Plan	A and B	Within 7 days after contract award	1
A024	Log Books	B	As requested	1
A025	Manifest of Detainees	B	Daily	1
A026	Key Indicators Report	B	Monthly before 5 th of the month	1
A027	Copy of certification that employee agrees to comply with Post Orders	B	As requested	1
A028	Use-of-Force incident Report	B	Verbal immediately and written prior to end of shift	1
A029	Written report for escapes	B	Prior to end of shift (verbal report immediately, with written report no later than shift end)	1
A030	Evacuation Plan	A and B	Within 30 days of contract award	1
A031	Injury, illness, physical harm or threat to safety, health and welfare	B	Verbal report immediately, with written report no later than shift end	1
A032	Detainee death or injury	B	Verbal report immediately, with written report no later than shift end	1
A033	Commissary Inventory	B	As requested	1
A034	Firearms - a complete listing of licensed firearms by serial numbers and by each safe location	B	Within 7 days after contract award	1
A035	Appropriate state and municipality permits and weapons permits for each officer	B	Prior to EOD or performance of duties involving firearms	1
A036	Firearms training certificates	B	Prior to EOD or performance of duties involving firearms	1
A037	DHS Non Disclosure Form, DHS 1100-6	A and B	Prior to EOD	1

A= CO
B=COR

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Attachment 4

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System

OFFICE OF PRIMARY INTEREST: Director of Operations (National Firearms and Tactical Training Unit)

DISTRIBUTION:	ICE
DIRECTIVE NO.:	70001.1
ISSUE DATE:	02/04/2005
EFFECTIVE DATE:	02/04/2005
REVIEW DATE:	02/04/2008
SUPERSEDES:	see section 3

DIRECTIVE TITLE: ICE Body Armor Policy

1. **PURPOSE and SCOPE.** To establish the U.S. Immigration and Customs Enforcement (ICE) policy for the use of personal protective soft body armor (body armor) and identify related management and employee responsibilities. This directive applies to all components of ICE with armed officers.
2. **AUTHORITIES/REFERENCES.**
 - 2.1. **Statutory and Regulatory Authority**

8 USC 1103
 - 2.2. **ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

Interim ICE Use of Force Policy (July 7, 2004)
 - 2.3. **National Institute of Justice Reference Documents**

Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04 and amendments)

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

4. DEFINITIONS.

- 4.1. Body Armor - A protective garment designed to stop a variety of standard handgun projectiles. The armor is not designed to stop all projectiles, especially those fired from high-caliber rifles. Unless rated as stab resistant, this armor is not designed to prevent injury from sharp or cutting or piercing-type weapons. No body armor is designed as a replacement for common sense, good judgment and proper street survival procedures and tactics.**
- 4.2. Technology Standards for Body Armor – The Law Enforcement and Corrections Standards and Testing Program (LECSTP) is sponsored by the Office of Science and Technology of the National Institute of Justice (NIJ), Department of Justice (DOJ). The LECSTP is an applied research effort that determines the technological needs of justice systems agencies, sets minimum performance standards for specific devices, tests commercially available equipment against those standards and disseminates the standards and the test results to criminal justice agencies nationally and internationally. The NIJ reference documents for this policy are listed in the Authorities section and are as follows: Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04) and Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98), to include amendments.**

5. POLICY

- 5.1. All ICE employees authorized to carry firearms as a condition of employment shall be issued protective body armor. New employees will be fitted for body armor during their initial training at the Federal Law Enforcement Training Center (FLETC) or as specified by ICE. Replacement of expired or damaged body armor in the field shall be coordinated with the designated official for that operational component, most often the Senior Firearms Instructor (SFI).**
- 5.2. The ballistic resistance performance standard for protective body armor requires a minimum of threat level type IIA protection, with side panel coverage, and must meet the current NIJ standards.**
- 5.3. All ICE armed officers are strongly encouraged to wear their issued body armor while performing law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by a supervisor.**
- 5.4. All Federal Protective Service (FPS) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When in a non-uniform status or not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away**

from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by an FPS supervisor.

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
- 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
- 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
- 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).

6. RESPONSIBILITIES.

- 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
- 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
- 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
- 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

- 6.5. Supervisors are responsible for ensuring that all personnel issued body armor comply with the mandatory requirements for wearing body armor specified in the Procedures Section of this policy.
- 6.6. ICE officers are responsible for the proper care and inspection of the issued body armor in accordance with the manufacturer's recommendations and ballistic panel labeling.
- 6.7. ICE officers are required to attend, participate and complete all mandated body armor training as required by ICE and/or their operational component.


7. PROCEDURES.

- 7.1. The NFFTU will develop standard operating procedures to be used for the selection, procurement, issuance, accountability, replacement and disposal of all ICE-owned and issued body armor.
- 7.2. The NFFTU shall maintain the national inventory system for body armor. Unless otherwise identified by the NFFTU, the Firearms Inventory System (FIS) module in the Automated Management Information System is the national inventory system and will be the official system of record for the accountability, transfer and inventory of all ICE body armor.
- 7.3. The officer to whom the body armor is issued is responsible for electronically accepting it in the designated automated inventory system. Body armor should not be documented on any other ICE property record document other than for exigent circumstances and only as an interim hand receipt until FIS can be properly updated by the responsible officer(s).
- 7.4. A 100 percent body armor inventory shall be performed annually by all employees issued body armor in FIS. Responsible officials (supervisory personnel) shall ensure that the employees complete their annual inventory and verification process in FIS within 30 days of notification of the initiation of the inventory process. Employees who fail to complete their inventory and verifications within the specified 30 days may be subject to disciplinary action.
- 7.5. In the event that body armor is lost or stolen, it must be reported to the NFFTU via facsimile (814-946-9995) and FIS within 48 hours of discovery by the employee to whom it was issued. This FIS reporting requirement does not preclude any other reporting requirement(s) mandated by any other ICE policy or procedure. The stolen body armor information, with serial number, shall also be entered into the National Crime Information Center (NCIC) database.

- 7.6. The wearing of body armor by ICE armed officers is mandatory during the following activities:**
- 7.6.1. Special Response Team (SRT) deployments when officers are part of an arrest, or operate as an entry or perimeter element;**
 - 7.6.2. Executing arrests in pre-planned situations. ICE officers working in an undercover capacity, or in support of another officer working in an undercover capacity, may be exempted from the requirement of wearing body armor stated in this section, if the wearing of the body armor presents a danger of being exposed as a law enforcement officer. This exemption pertains to officers who will be working in close proximity to violators and who may identify the officer as a law enforcement officer by noticing the body armor. In all cases, the exemption must be approved by a first-line supervisor prior to the operation;**
 - 7.6.3. Execution of high-risk search warrants until the premises are secured and cleared or at the discretion of the first-line supervisor;**
 - 7.6.4. Apprehension phases of air and marine interdiction operations;**
 - 7.6.5. Transportation, storage or destruction of seized narcotics, currency or other high risk or valuable commodity;**
 - 7.6.6. During normal operations for FPS and DRO officers, if armed, and in uniform as stated above in sections 5.4., 5.5. and 5.7.;**
 - 7.6.7. In emergency situations where ICE management determines there is an immediate threat to the safety of employees. In addition to the nature of the emergency situation, ICE management will also determine the duration of the emergency and, accordingly, the length of time that body armor must be worn; and,**
 - 7.6.8. During all DRO fugitive apprehension operations regardless of whether it is a formalized, preplanned operation or not. This does not include simple investigative inquiries when an apprehension is not anticipated by the DRO armed officer.**
 - 7.7. SFI's shall ensure that training is provided to each employee who is issued body armor. SFI's shall ensure that all training is documented in the appropriate system as identified by the NFTTU.**
 - 7.8. Body armor training covers the following:**
 - Circumstances/situations when body armor must be worn;**
 - Type of body armor that is necessary;**

- Procedures to properly don, doff, adjust and wear body armor;
 - Limitations of body armor;
 - Proper care, maintenance and useful life of the body armor; and,
 - Use of firearms while wearing body armor.
- 7.9. Employees shall notify their supervisor(s) of the need to replace worn, damaged or ill-fitting body armor should such a need be identified by the armed officer or SFI.
- 7.10. Body armor that is no longer serviceable will be physically and electronically transferred to the NFTTU for final disposition.
- 7.11. Expired body armor distributed prior to the utilization of the NFTTU automated system for inventory and accountability shall be physically transferred to the NFTTU for final disposition. The NFTTU shall furnish guidance for the manual transfer of body armor that is not documented in FIS.
- 7.12. Additional guidance or instructions regarding the identification, procurement, replacement, transfer, tracking and inventory of body armor may be issued by the NFTTU to address agency transition, reorganization and/or realignment.
8. **NO PRIVATE 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



Michael J. Garcia
Assistant Secretary

ICE BODY ARMOR POLICY

Attachment 5 - ICE Body Armor Policy
Page 6 of 6

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Attachment 5

Detention and Removal Operations DRO Policy and Procedure Manual

Appendix 32-1 Vehicle Ordering Menu

DETENTION AND REMOVAL OPTION PACKAGES FOR ORDERING VEHICLES

- Option 1a. - Large Bus**
- 1b. - Mid-Range Bus**
- Option 2a. - Standard Airporter**
- 2b. - Wheelchair Accessible Airporter**
- Option 3a. - 13 Passenger Long Bed Van with Insert**
- 3b. - 12 Passenger Long Bed Van w/ Insert and Luggage Space**
- 3c. - 12 Passenger Short Bed Van with Insert**
- 3d. - 13 Passenger Standard Van, No Insert**
- 3e. - Standard Van, No Insert - wheelchair accessible**
- Option 4a. - Minivan caged/secure package**
- 4b. - Minivan Fugitive Operations package**
- Option 5a. - Sedan full-size Caged/secure package**
- 5b. - Sedan full-size Fugitive Operations package**
- 5c. - Sedan mid-size Fugitive Operations package**
- Option 6a. - SUV full-size Caged/secure package**
- 6b. - SUV full-size Fugitive Operations package**
- 6c. - SUV mid-size Fugitive Operations package**
- Option 7. - Pick-up Fugitive Operations package**

Option 8. - Fugitive Operations surveillance van*

Under development not available for order at this time

Option 9. - Specialty Vehicle (i.e.: Utility or Food Service Truck;Tractor Trailer)

OPTION DESCRIPTION

Option 1a. - Large Bus

Description: Long-range coach bus retrofit. Standard security screened interior with movable partition. 46-passenger capacity, equipped with lavatory.

Purpose: Long distances, long trip duration, high capacity.

Option 1b. - Mid-range bus

Description: Mid-range coach bus retrofit. Standard security screened interior with movable partition. 44-passenger capacity, equipped with lavatory.

Purpose: Shorter distances and shorter trip duration. Reduced passenger capacity.

Option 2a. Standard Airporter

Description: Twenty-two passenger rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with an eight-passenger compartment, a twelve-passenger compartment, and a two-passenger compartment. Two-passenger compartment contains a fold-up bench seat allowing for luggage/property storage.

Purpose: Designed for local area operations such as airport or court runs. Ideal for offices where routine operations call for mixed count of officers and detainees, or when detainee count routinely exceeds standard van capacity.

Option 2b. - Wheelchair accessible Airporter

Description: Maximum capacity of nineteen-passenger, rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with a two-passenger compartment, a twelve-passenger compartment, and a compartment with fold-up bench seats allowing for either two wheelchair bound passengers, or five passengers. The two-passenger compartment also has fold-up bench seat allowing for additional luggage/property storage.

Purpose: Same as option 2a, adding space for two wheel-chair passengers. Versatility to accommodate one or two wheelchairs and a combination of additional escort officers, detainee segregation or additional luggage/property space.

Option 3a. - 13 Passenger Long-Bed Van with Insert

Description: White long-bed cargo van, with thirteen-passenger, long-bed insert installed with a movable partition. Rear and side loading. Insert runs entire length of van.

Purpose: The Insert package is a high security package designed for transporting new apprehensions where classification of background, security level, and/or health conditions, are unknown. Officers cabin air independent of custody compartment. Ideal for shorter distances and trip duration. Easy loading and cleanup. Movable partition provides for custody and/or luggage segregation within insert.

Option 3b. - 12 Passenger Long-Bed Van with Insert

Description: White long-bed cargo van, with twelve-passenger, long-bed insert. Movable partition optional. Rear loading. Insert is shorter than option 3a, creating space between front cabin and insert, allowing for luggage space, and if necessary, side/front loading through front/emergency door of insert.

Purpose: Same as 3a. Ideal for locations where permanent, easily accessible luggage space is a priority. Side loading of detainees is possible, but not ideal.

Option 3c. - 12 Passenger Short-Bed Van with Insert

Description: White short-bed cargo van, with twelve-passenger insert. Rear loading only. Insert runs entire length of van.

Purpose: Recommended for off road, border operations where long wheelbase bottoming out is a concern. Suitable for locations where luggage segregation and side loading availability is not necessary.

Option 3d. - 13 Passenger Standard Van, No Insert

Description: Standard thirteen-passenger white maxi-van with forward-facing vinyl bench seats with standard security screened package.

Purpose: For longer distances or trip duration where a standard security package and enhanced passenger comfort is appropriate. For operations where custody segregation and officer-custody air separation is not a major issue. Appropriate for transporting of detainees whose background, security level, and health conditions have been properly identified.

Option 3e. Standard Van, No Insert - wheelchair accessible

Description: Standard white maxi-van with forward-facing vinyl bench seats and standard security-screened package. Security screen installed behind bench seats. Rear bench seats are removed to allow for installation of rear-loading wheelchair lift, wheelchair locking

device, and wheelchair. Allows for 7 detainees, side loading only; and one wheelchair detainee, rear-loading only. Rear compartment can be used for luggage and/or equipment when not transporting wheelchair. Security screen allows for separation of detainees from luggage/equipment.

Purpose: Versatility to accommodate one wheelchair and up to seven detainees with segregation for large additional luggage/property space.

Option 4a. - Minivan Caged/security package

Description: Standard white mini-van with forward-facing bench seats with standard security screened package. Allows for up to five detainees.

Purpose: Smaller transport vehicle with lower capacity. Ideal for offices where a smaller vehicle is conducive to operating area.

Option 4b. - Minivan Fugitive Operations package

Description: Standard seven-passenger mini-van with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 5a. Sedan full-size Caged/secure package

Description: Full size white sedan with standard security screened package. Allows for up to three detainees.

Purpose: Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

Option 5b. - Sedan full-size Fugitive Operations package

Description: Full size sedan with standard fugitive operations package as described below.

Purpose: Self-explanatory.

Option 5c. Sedan mid-size Fugitive Operations package

Description: Mid size sedan with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 6a. SUV full-size Caged/secure package

Description: Full size white SUV with standard security screened package. Allows for up to five detainees.

Purpose: Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

Option 6b. SUV full-size Fugitive Operations package

Description: Full size SUV with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 6b. SUV mid-size Fugitive Operations package

Description: Mid size SUV with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 7 Pickup Truck Fugitive Operations package

Description: Full size, extended cab pickup truck with standard fugitive operations package as described below.

Purpose: Self explanatory

Option 8 Fugitive Operations surveillance van*

Under development not available for order at this time

Option 9 Specialty Vehicle

Description: This is a specialty vehicle required to fulfill unique requirements, such as a Food Service Truck to be deployed at a Service Processing Center or tow-truck to be deployed to a Service Maintenance Shop. Prior to ordering, written justification to, and concurrence from, Regional and Headquarters DRO management is required.

FUGITIVE OPERATIONS PACKAGE: Standard Accessories and Amenities

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Road emergency kit

First aid kit

Fire extinguisher

Service Radio - concealed out of sight

Tinted windows

Front and rear, emergency strobe/flashng lights

Locking trunk box to secure weapon and/or equipment

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

CAGED/SECURE TRANSPORT VEHICLES (bus/van/suv/sedan): Standard Accessories and Amenities

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Map light

Road emergency kit

First aid kit

Fire extinguisher

Service Radio roof, console, or dash mounted

Tinted windows

Front and rear, emergency strobe/flashng lights

Locking trunk box to secure weapon and/or equipment

Shotgun rack and gun box (bus and maxi van)

Expanded metal security screen with plexiglass installed between drivers compartment (front seat) and passenger/custody area. Metal bars and/or screen on all windows.

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

ADDITIONAL ACCESSORIES AVAILABLE - (these items require written justification to, and concurrence from, Regional and Headquarters DRO management)

All Wheel Drive or Four Wheel Drive

Block heater

Heated side mirrors

Transmission cooler

Additional emergency lights

Brush guards

HSCEDM-15-D-00015

Attachment 6

The U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014). Where any requirements of the DHS standards may conflict with the terms of the Family Residential Standards (FRS) currently applicable at the facility, the DHS PREA standards shall supersede:

115.6 Definitions Related to Sexual Abuse and Assault

(1) Sexual abuse includes —

- (a) Sexual abuse and assault of a detainee by another detainee; and
- (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

(2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:

- (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
- (b) Contact between the mouth and the penis, vulva, or anus;
- (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object;
- (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
- (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.

(3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:

- (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
- (b) Contact between the mouth and the penis, vulva, or anus;
- (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to

- abuse, arouse, or gratify sexual desire
- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act.
 - (f) Repeated verbal statements or comments of a sexual nature to a detainee;(g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
 - (g) Voyeurism, which is defined as the inappropriate visual surveillance of detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

PREVENTION PLANNING

115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

115.13 Detainee supervision and monitoring.

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and

deter sexual abuse of detainees. Such inspections shall be implemented for night as well as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

115.14 Juvenile and family detainees.

- (1) Juveniles shall be detained in the least restrictive setting appropriate to the juvenile's age and special needs, provided that such setting is consistent with the need to protect the juvenile's well-being and that of others, as well as with any other laws, regulations, or legal requirements.
- (2) The facility shall hold juveniles apart from adult residents, minimizing sight, sound, and physical contact, unless the juvenile is in the presence of an adult member of the family unit, and provided there are no safety or security concerns with the arrangement.
- (3) In determining the existence of a family unit for detention purposes, the agency shall seek to obtain reliable evidence of a family relationship.
- (4) The agency and facility shall provide priority attention to unaccompanied alien children as defined by 6 U.S.C. 279(g)(2), including transfer to a Department of Health and Human Services Office of Refugee Resettlement facility within 72 hours, except in exceptional circumstances, in accordance with 8 U.S.C. 1232(b)(3).
- (5) If a juvenile who is an accompanied alien child has been convicted as an adult of a crime related to sexual abuse, the agency shall provide the facility and the Department of Health and Human Services Office of Refugee Resettlement with the releasable information regarding the conviction(s) to ensure the appropriate placement of the alien in a Department of Health and Human Services Office of Refugee Resettlement facility.

115.15 Limits to cross-gender viewing and searches.

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.

(6) All strip searches and visual body cavity searches shall be documented.

(7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.

(8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

(9) The facility shall permit detainees in Family Residential Facilities to shower, perform bodily functions, and change clothing without being viewed by staff, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement.

115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.

(1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

(2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.

(3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee

expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

115.17 Hiring and promotion decisions.

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.
- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

115.18 Upgrades to facilities and technologies.

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.
- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

TRAINING AND EDUCATION

115.31 Staff training.

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
 - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
 - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (c) Definitions and examples of prohibited and illegal sexual behavior; (d) Recognition

of situations where sexual abuse may occur;

- (d) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
 - (e) How to avoid inappropriate relationships with detainees;
 - (f) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
 - (g) Procedures for reporting knowledge or suspicion of sexual abuse; and
 - (h) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

115.32 Other training.

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.
- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

115.33 Detainee education.

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
- (a) Prevention and intervention strategies;
 - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and

coercive sexual activity;

- (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
- (d) Information about self-protection and indicators of sexual abuse;
- (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
- (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.

(2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.

(3) The facility shall maintain documentation of detainee participation in the intake process orientation.

(4) Each facility shall post on all housing unit bulletin boards the following notices:

- (a) The DHS-prescribed sexual assault awareness notice;
- (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
- (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.

(5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.

(6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

115.34 Specialized training: Investigations.

(6) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

(7) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

115.35 Specialized training: Medical and mental health care.

(1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities

where medical staff may be assigned these activities.

ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

115.41 Assessment for risk of victimization and abusiveness.

(1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.

(2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.

(3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:

- (a) Whether the detainee has a mental, physical, or developmental disability;
- (b) The age of the detainee;
- (c) The physical build and appearance of the detainee;
- (d) Whether the detainee has previously been incarcerated or detained; (e) The nature of the detainee's criminal history;
- (e) Whether the detainee has any convictions for sex offenses against an adult or child;
- (f) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
- (g) Whether the detainee has self-identified as having previously experienced sexual victimization; and
- (h) The detainee's own concerns about his or her physical safety.

(4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.

(5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.

(6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.

(7) The facility shall implement appropriate controls on the dissemination within the facility of responses

to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the detainee's detriment by staff or other detainees or inmates.

115.42 Use of assessment information.

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

115.43 Protective custody.

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:
 - (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and

- (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.

(5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

REPORTING

115.51 Detainee reporting.

(1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.

(2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.

(3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

115.52 Grievances.

(1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.

(2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.

(3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.

(4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.

(5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such

grievances to the appropriate ICE Field Office Director at the end of the grievance process.

(6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

115.53 Detainee access to outside confidential support services.

(1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.

(2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.

(3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.

(4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

115.54 Third-party reporting.

(1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility: retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

- reporting requirements set forth in the agency's and facility's written policies and procedures.
- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

115.62 Protection duties.

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

115.63 Reporting to other confinement facilities.

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

115.64 Responder duties.

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
 - (a) Separate the alleged victim and abuser:
 - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
 - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
 - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

115.65 Coordinated response.

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

115.66 Protection of detainees from contact with alleged abusers.

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

115.67 Agency protection against retaliation.

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

115.68 Post-allegation protective custody.

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

INVESTIGATIONS

115.71 Criminal and administrative investigations.

(1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.

(2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.

(3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:

- i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
- ii. Interviewing alleged victims, suspected perpetrators, and witnesses;
- iii. Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
- iv. Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
- v. An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
- vi. Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
- vii. Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.

(b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.

(4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.

(5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.

(6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

DISCIPLINE

115.76 Disciplinary sanctions for staff.

(1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.

(2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a)-(d) and (g)-(h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.

(3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.

(4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

115.77 Corrective action for contractors and volunteers.

(1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.

(2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

(3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

115.78 Disciplinary sanctions for detainees.

(1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.

(2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.

(3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.

- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

MEDICAL AND MENTAL CARE

115.81 Medical and mental health assessments; history of sexual abuse.

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

115.82 Access to emergency medical and mental health services.

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.

(4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

(5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.

(6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

(7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

DATA COLLECTION AND REVIEW

115.86 Sexual abuse incident reviews.

(1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.

(2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.

(3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

115.87 Data collection.

(1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.

(2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA

Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

AUDITS AND COMPLIANCE

115.93 Audits of standards.

(1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

ADDITIONAL PROVISIONS IN AGENCY POLICIES

115.95 Additional provisions in agency policies.

(1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.