### U.S. Department of Justice
#### United States Marshals Service
#### Prisoner Operations Division

<table>
<thead>
<tr>
<th>1. Agreement Number</th>
<th>2. Effective Date</th>
<th>3. Facility Code(s)</th>
<th>4. DUNS Number</th>
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<tbody>
<tr>
<td>79-12-0015</td>
<td></td>
<td>6R3</td>
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<thead>
<tr>
<th>5. Issuing Federal Agency</th>
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<tbody>
<tr>
<td>United States Marshals Service</td>
</tr>
<tr>
<td>Prisoner Operations Division</td>
</tr>
<tr>
<td>2604 Jefferson Davis Highway</td>
</tr>
<tr>
<td>Alexandria, VA 22301-1025</td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>7. Appropriation Data</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>6. Local Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Hidalgo Detention Center</td>
</tr>
<tr>
<td>1300 Highway 107</td>
</tr>
<tr>
<td>La Villa, Texas 78562</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Local Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elberto Bravo, Warden</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Telephone: (956) 262-4511</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email (b)(6), (b)(7)(C)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Services</th>
<th>Estimated Number of Federal Beds</th>
<th>Per Diem Rate</th>
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<td>11.</td>
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<table>
<thead>
<tr>
<th>13a. Optional Guard/Transportation Services to:</th>
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</thead>
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<tr>
<td>☒ Medical Facility</td>
</tr>
<tr>
<td>☒ U.S. Courthouse</td>
</tr>
<tr>
<td>☐ JPATS</td>
</tr>
<tr>
<td>☒ Department of Labor Wage Determination</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13b. Local Government Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agrees to comply with all provisions set forth herein this document.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Guard/Transportation Hourly Rate: $22.58</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>15. Signature of Person Authorized to Sign (Local)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lloyd Neal</td>
</tr>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>County Judge</td>
</tr>
<tr>
<td>Date: 7-24-12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. Federal Detainee Type Authorized</th>
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</thead>
<tbody>
<tr>
<td>☒ Adult Male</td>
</tr>
<tr>
<td>☒ Adult Female</td>
</tr>
<tr>
<td>☐ Juvenile Male</td>
</tr>
<tr>
<td>☐ Juvenile Female</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17. Other Authorized Agency User</th>
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</thead>
<tbody>
<tr>
<td>☒ BOP</td>
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<tr>
<td>☒ ICE</td>
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<table>
<thead>
<tr>
<th>18. Signature of Person Authorized to Sign (Federal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Horsey</td>
</tr>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Grant Specialist</td>
</tr>
<tr>
<td>Date: JUL 24 2012</td>
</tr>
</tbody>
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Agreement Number 79-12-0015

Authority ................................................................. 3
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Agreement Number 79-12-0015

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and East Hidalgo Detention Center, State or County Government (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the East Hidalgo Detention Center, 1300 Highway 107, La Villa, Texas 78562 (hereinafter referred to as "the Facility") designated in #6 page 1.

The population (hereinafter referred to as "Federal detainees," ) will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement (see attached).

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at
Agreement Number 79-12-0015

least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care inside the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS’s National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All outside medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such
an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee’s illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee’s medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor’s facility, it is the Local Government’s responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

**Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the
Agreement Number 79-12-0015

Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After sixty (60) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.
These services should be performed by qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After sixty (60) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.
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Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After sixty (60) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Special Management Inmates and Suicide Prevention

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Prisoner Rape Elimination Act (PREA)

The Facility must post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the Facility. (See Page 13.) The Facility must abide by all relevant PREA regulations.
Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: http://www.dol.gov/oasamregs/statutes/351.htm.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)
52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;
Agreement Number 79-12-0015

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of East Hidalgo Detention Center's actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for sixty (60) months. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After sixty (60) months, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.


The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

United States Marshals Service
Bob Casey Federal Courthouse
515 Rusk Avenue
Suite 10002
Houston, Texas 77002
(713) 718-4800

Bureau of Prisons
727 East Cesar Chavez Blvd.
Suite B-138
San Antonio, Texas 78206
(210) 472-6225

Immigration and Customs Enforcement
126 Northpoint Drive
Houston, Texas 77060
(281) 774-4816

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name,
Agreement Number 79-12-0015

title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.
Agreement Number 79-12-0015

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.
Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS
This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers. While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault
One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault
Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee’s genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

C. Staff Sexual Misconduct is:
Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts
A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy:

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment
While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality
Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim’s welfare and for law enforcement investigative purposes.

Report All Assaults!
If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:
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- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special [Legal] mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008
REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Diane C. Koplewski
Director

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE</th>
<th>TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
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<tbody>
<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
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</tr>
<tr>
<td>01011 - Accounting Clerk I</td>
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<tr>
<td>01012 - Accounting Clerk II</td>
<td></td>
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<tr>
<td>01013 - Accounting Clerk III</td>
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<tr>
<td>01020 - Administrative Assistant</td>
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<td>01040 - Court Reporter</td>
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05160 - Motor Equipment Mechanic Worker
05190 - Motor Vehicle Mechanic
05220 - Motor Vehicle Mechanic Helper
05250 - Motor Vehicle Upholstery Worker
05280 - Motor Vehicle Wrecker
05310 - Painter, Automotive
05340 - Radiator Repair Specialist
05370 - Tire Repairer
05400 - Transmission Repair Specialist

07000 - Food Preparation And Service Occupations
07010 - Baker
07041 - Cook I
07042 - Cook II
07070 - Dishwasher
07130 - Food Service Worker
07210 - Meat Cutter
07260 - Waiter/Waitress

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
09040 - Furniture Handler
09080 - Furniture Refinisher
09090 - Furniture Refinisher Helper
09110 - Furniture Repairer, Minor
09130 - Upholsterer

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
11060 - Elevator Operator
11090 - Gardener
11122 - Housekeeping Aide
11150 - Janitor
11210 - Laborer, Grounds Maintenance
11240 - Maid or Houseman
11260 - Pruner
11270 - Tractor Operator
11330 - Trail Maintenance Worker
11360 - Window Cleaner

12000 - Health Occupations
12010 - Ambulance Driver
12011 - Breath Alcohol Technician
12012 - Certified Occupational Therapist Assistant
12015 - Certified Physical Therapist Assistant
12020 - Dental Assistant
12025 - Dental Hygienist
12030 - EKG Technician
12035 - Electroneurodiagnostic Technologist
12040 - Emergency Medical Technician
12071 - Licensed Practical Nurse I
12072 - Licensed Practical Nurse II
12073 - Licensed Practical Nurse III
12100 - Medical Assistant
12130 - Medical Laboratory Technician
12160 - Medical Record Clerk
12190 - Medical Record Technician
12195 - Medical Transcriptionist
12210 - Nuclear Medicine Technologist
12221 - Nursing Assistant I
12222 - Nursing Assistant II
12223 - Nursing Assistant III
12224 - Nursing Assistant IV
12235 - Optical Dispenser
12236 - Optical Technician
12250 - Pharmacy Technician
12280 - Phlebotomist
12305 - Radiologic Technologist

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12311 - Registered Nurse I
12312 - Registered Nurse II
12313 - Registered Nurse II, Specialist
12314 - Registered Nurse III
12315 - Registered Nurse III, Anesthetist
12316 - Registered Nurse IV
12317 - Scheduler (Drug and Alcohol Testing)

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
13012 - Exhibits Specialist II
13013 - Exhibits Specialist III
13041 - Illustrator I
13042 - Illustrator II
13043 - Illustrator III
13047 - Librarian
13050 - Library Aide/Clerk
13054 - Library Information Technology Systems Administrator
13058 - Library Technician
13061 - Media Specialist I
13062 - Media Specialist II
13063 - Media Specialist III
13071 - Photographer I
13072 - Photographer II
13073 - Photographer III
13074 - Photographer IV
13075 - Photographer V
13110 - Video Teleconference Technician

14000 - Information Technology Occupations
14041 - Computer Operator I
14042 - Computer Operator II
14043 - Computer Operator III
14044 - Computer Operator IV
14045 - Computer Operator V
14071 - Computer Programmer I
14072 - Computer Programmer II
14073 - Computer Programmer III
14074 - Computer Programmer IV
14101 - Computer Systems Analyst I
14102 - Computer Systems Analyst II
14103 - Computer Systems Analyst III
14150 - Peripheral Equipment Operator
14160 - Personal Computer Support Technician

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
15020 - Aircrew Training Devices Instructor (Rated)
15030 - Air Crew Training Devices Instructor (Pilot)
15050 - Computer Based Training Special / Instructor
15060 - Educational Technologist
15070 - Flight Instructor (Pilot)
15080 - Graphic Artist
15090 - Technical Instructor
15095 - Technical Instructor/Course Developer
15110 - Test Proctor
15120 - Tutor

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
16030 - Counter Attendant
16040 - Dry Cleaner
16070 - Finisher, Flatwork, Machine
16090 - Presser, Hand
16110 - Presser, Machine, Drycleaning
16130 - Presser, Machine, Shirts
16160 - Presser, Machine, Wearing Apparel, Laundry

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16190 - Sewing Machine Operator Jr
16220 - Tailor
16250 - Washer, Machine
19000 - Machine Tool Operation And Repair Occupations
  19010 - Machine-Tool Operator (Tool Room)
  19040 - Tool And Die Maker
21000 - Materials Handling And Packing Occupations
  21020 - Forklift Operator
  21030 - Material Coordinator
  21040 - Material Expediter
  21050 - Material Handling Laborer
  21071 - Order Filler
  21080 - Production Line Worker (Food Processing)
  21110 - Shipping Packer
  21140 - Store Worker I
  21150 - Stock Clerk
  21210 - Tools And Parts Attendant
  21410 - Warehouse Specialist
23000 - Mechanics And Maintenance And Repair Occupations
  23010 - Aerospace Structural Welder
  23021 - Aircraft Mechanic I
  23022 - Aircraft Mechanic II
  23023 - Aircraft Mechanic III
  23040 - Aircraft Mechanic Helper
  23050 - Aircraft, Painter
  23060 - Aircraft Servicer
  23080 - Aircraft Worker
  23110 - Appliance Mechanic
  23120 - Bicycle Repairer
  23125 - Cable Splicer
  23130 - Carpenter, Maintenance
  23140 - Carpet Layer
  23160 - Electrician, Maintenance
  23181 - Electronics Technician Maintenance I
  23182 - Electronics Technician Maintenance II
  23183 - Electronics Technician Maintenance III
  23260 - Fabric Worker
  23290 - Fire Alarm System Mechanic
  23310 - Fire Extinguisher Repairer
  23311 - Fuel Distribution System Mechanic
  23312 - Fuel Distribution System Operator
  23370 - General Maintenance Worker
  23380 - Ground Support Equipment Mechanic
  23381 - Ground Support Equipment Servicer
  23382 - Ground Support Equipment Worker
  23391 - Gunsmith I
  23392 - Gunsmith II
  23393 - Gunsmith III
  23410 - Heating, Ventilation And Air-Conditioning Mechanic
  23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)
  23430 - Heavy Equipment Mechanic
  23440 - Heavy Equipment Operator
  23460 - Instrument Mechanic
  23465 - Laboratory/Shelter Mechanic
  23470 - Laborer
  23510 - Locksmith
  23530 - Machinery Maintenance Mechanic
  23550 - Machinist, Maintenance
  23580 - Maintenance Trades Helper
  23591 - Metrology Technician I
  23592 - Metrology Technician II

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30021 - Archeological Technician I  
30022 - Archeological Technician II  
30023 - Archeological Technician III  
30030 - Cartographic Technician  
30040 - Civil Engineering Technician  
30061 - Drafter/CAD Operator I  
30062 - Drafter/CAD Operator II  
30063 - Drafter/CAD Operator III  
30064 - Drafter/CAD Operator IV  
30081 - Engineering Technician I  
30082 - Engineering Technician II  
30083 - Engineering Technician III  
30084 - Engineering Technician IV  
30085 - Engineering Technician V  
30086 - Engineering Technician VI  
30210 - Laboratory Technician  
30240 - Mathematical Technician  
30361 - Paralegal/Legal Assistant I  
30362 - Paralegal/Legal Assistant II  
30363 - Paralegal/Legal Assistant III  
30364 - Paralegal/Legal Assistant IV  
30390 - Photo-Optics Technician  
30461 - Technical Writer I  
30462 - Technical Writer II  
30463 - Technical Writer III  
30491 - Unexploded Ordnance (UXO) Technician I  
30492 - Unexploded Ordnance (UXO) Technician II  
30493 - Unexploded Ordnance (UXO) Technician III  
30494 - Unexploded (UXO) Safety Escort  
30495 - Unexploded (UXO) Sweep Personnel  
30620 - Weather Observer, Combined Upper Air Or (see 3)  
30621 - Weather Observer, Senior (see 3)  
31000 - Transportation/Mobile Equipment Operation Occupations  
31020 - Bus Aide  
31030 - Bus Driver  
31043 - Driver Courier  
31260 - Parking and Lot Attendant  
31290 - Shuttle Bus Driver  
31310 - Taxi Driver  
31361 - Truckdriver, Light  
31362 - Truckdriver, Medium  
31363 - Truckdriver, Heavy  
31364 - Truckdriver, Tractor-Trailer  
99000 - Miscellaneous Occupations  
99030 - Cashier  
99050 - Desk Clerk  
99095 - Embalmer  
99251 - Laboratory Animal Caretaker I  
99252 - Laboratory Animal Caretaker II  
99310 - Mortician  
99410 - Pest Controller  
99510 - Photofinishing Worker  
99710 - Recycling Laborer  
99711 - Recycling Specialist  
99730 - Refuse Collector  
99810 - Sales Clerk  
99820 - School Crossing Guard  
99830 - Survey Party Chief  
99831 - Surveying Aide  
99832 - Surveying Technician  
99840 - Vending Machine Attendant  
99841 - Vending Machine Repairer

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.59 per hour or $143.60 per week or $622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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 4.174)

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 conformance 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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3) 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 ordinance, 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.


http://www.wdol.gov/wdol/scafiles/std/05-2519.txt
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 the 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.

http://www.wdol.gov/wdol/scafiles/std/05-2519.txt

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