



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

July 2, 2014

In reply refer to: D-B1

Thomas Wallace

Ex 6

FOIA #BPA-2014-01121-P

Dear Mr. Wallace:

This is the final response to request for records under the Freedom of Information Act (5 U.S.C. § 552).

You have requested:

Master contract between BPA & Aerotek for supplemental Labor with BPA.

Response:

BPA found one document (161 pages) in response to your request. It is being released in its entirety on the enclosed CD.

There are no fees associated with this request.

Appeal:

Pursuant to Department of Energy FOIA regulations at 10 C.F.R. § 1004.8, you may administratively appeal this response in writing within 30 calendar days. If you choose to appeal, please include the following:

- (1) The nature of your appeal: denial of records, partial denial of records, adequacy of search, or denial of fee waiver;
- (2) Any legal authorities relied upon to support the appeal; and
- (3) A copy of the determination letter.

Clearly mark both your letter and envelope with the words "FOIA Appeal," and direct it to the following address:

Director, Office of Hearings and Appeals:
Department of Energy
1000 Independence Avenue SW
Washington DC 20585-1615

I appreciate the opportunity to assist you. If you have any questions about this letter, please contact Kim Winn, FOIA Public Liaison, at 503-230-5273.

Sincerely,

/s/Christina J. Munro

Christina J. Munro

Freedom of Information/Privacy Act Officer

Enclosure: CD

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Contract Administration
Section for Invoice
Instructions

Contract : 00056914
Release : 00000
Page : 1

Vendor:

AEROTEK INC
9020 WASHINGTON SQUARE RD
TIGARD OR 97223

Please Direct Inquiries to:

KIMBERLY L. MONBARREN
Title: CONTRACTING OFFICER
Phone: 360-418-2574
Fax : 360-418-2363

Attn: TOM SALVATORE

Contract Title: SUPPLEMENTAL LABOR - STANDARD AGREEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 05/01/12 - 04/30/17

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature


Tom Salvatore, Sr. Contracts Manager

Printed Name/Title

4-11-2012

Date Signed


BPA Contracting Officer

4/23/12
Date Signed

TABLE OF CONTENTS

UNIT 1 — SCHEDULE	3
CONTRACT TYPE (7-1M)	3
MASTER AGREEMENT: BASIC TERMS (7-6M)	3
LIMITATION ON TRAVEL COSTS (22-50)	4
SCHEDULE OF PRICES (22-51M)	4
LABOR STANDARDS -- PRICE ADJUSTMENT (10-4)	4
KEY PERSONNEL (23-2M)	5
CONTINUITY OF SERVICES (23-1M)	5
UNIT 2 — CONTRACT CLAUSES	7
PAYMENT AND TAXES	7
ELECTRONIC FUNDS TRANSFER PAYMENT (22-20)	7
BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)	8
PAYMENT (22-12M)	9
CONTRACT CEILING LIMITATION (22-7)	9
TAXES AND DUTIES (22-16)	10
CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)	10
GENERAL CONTRACT ADMINISTRATION	10
SUBCONTRACTS (14-7)	11
CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)	11
MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)	11
EXAMINATION OF RECORDS (12-3)	11
SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)	12
CONTROL CENTER ACCESS REVOCATION NOTIFICATION (23-50)	13
OTHER RIGHTS AT LAW (14-4)	14
ORDER OF PRECEDENCE (14-3)	14
HOMELAND SECURITY (14-17)	14
BANKRUPTCY (14-18)	14
STANDARDS OF CONDUCT AND BUSINESS PRACTICES	14
ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)	15
CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3)	15
CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)	17
CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)	17
RESTRICTION ON COMMERCIAL ADVERTISING (3-9)	18
PRIVACY ACT (5-1)	18
COMPUTER FRAUD AND ABUSE ACT (7-13)	18
SOCIO-ECONOMIC ISSUES	19
RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8)	19
NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1)	19
EMPLOYMENT PRACTICES (10-2)	20
SERVICE CONTRACT ACT OF 1965 (10-3)	20
WAGE DETERMINATION (10-5)	25

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)	25
EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)	26
ENVIRONMENT AND SAFETY	28
SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (15-55M)	28
BONDS AND INSURANCE	30
INSURANCE (16-2M)	31
PATENTS, DATA, AND COPYRIGHTS	32
RIGHTS IN DATA-- CREATION OF NEW WORK (17-5.1M)	32
IT SERVICE WARRANTY (17-16)	32
INFORMATION ASSURANCE (17-20)	32
NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)	32
UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)	33
INSPECTION AND WARRANTY	33
INSPECTION AND ACCEPTANCE - COMMERCIAL SUPPLIES/SERVICES (18-1)	34
WARRANTY - COMMERCIAL SUPPLIES AND SERVICES (18-7)	34
PROPERTY	34
BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)	34
CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)	35
TERMINATION	35
TERMINATION FOR DEFAULT (20-3)	35
TERMINATION FOR THE CONVENIENCE OF BPA (20-2)	35
DISPUTES	36
APPLICABLE LAW (21-5)	36
RELEASE OF CLAIMS (21-4)	36
DISPUTES (21-2)	36
UNIT 3 — STATEMENT OF WORK	38

UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1M) (MAR 12)(BPI 7.10)

This is a master agreement under which assignments will be issued on a time and materials basis through the BPA Supplemental Labor Information Management (SLIM) system. Throughout this agreement, the terms “task order” or “order” shall be understood as assignments engaged through the SLIM system.

MASTER AGREEMENT: BASIC TERMS (7-6M) (MAR 12)(BPI 7.2.5.2.1)

- (a) Effective Period. This agreement is effective upon receipt and acceptance of this Agreement and continues until canceled by BPA or the Contractor in writing, or the date in the Cover Page of this master agreement, whichever occurs first.
- (b) BPA's Obligation. This agreement places no obligation on BPA to purchase a minimum amount of supplies or services. BPA is obligated only to the extent of authorized orders actually placed against this agreement.
- (c) Order Placement, Confirmation and Contract Formation. Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders will be placed via the SLIM system. There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Items.
- (d) Payment.
 - (1) Invoices. In the event that payment can not be accomplished through SLIM, suppliers may be required to invoice for expenses as agreed to by the CO. Invoices shall include:
 - (a) supplier's name and address;
 - (b) invoice date;
 - (c) master agreement number;
 - (d) order number;
 - (e) description of products delivered or work performed;
 - (f) price and quantity of item(s) actually delivered or rendered identified separately by order number,
 - (g) the name and address of the person to whom payment will be made, and
 - (h) name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

Failure to submit a proper invoice may result in a delay in payment.

**LIMITATION ON TRAVEL COSTS (22-50)
(SEP 10)**

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

**SCHEDULE OF PRICES (22-51M)
(MAR 12)**

That contractor shall provide the services as outlined in the statement of work and as specifically ordered through the issuance of an assignment through the Supplemental Labor Information Management (SLIM) system.

Any work to be performed under this agreement will be assigned to the contractor by an assignment in accordance with the clause entitled "Master Agreement: Basic Terms (7-6M)" paragraph (c). No work is authorized under this agreement unless identified by an assignment through SLIM.

The Contractor may be required to provide employee payment rate and total billing rate for each assignment.

**LABOR STANDARDS -- PRICE ADJUSTMENT (10-4)
(OCT 93)(BPI 10.3.4)**

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under paragraph (d) below.
- (b) The minimum monetary wages and fringe benefits required to be paid or furnished to service employees under this contract as set forth in the wage determination, shall be subject to adjustment if (1) the period of performance of this contract exceeds two years, (2) the contract contains option provisions specifying that a differing wage determination shall apply thereto, (3) an amendment to the Fair Labor Standards Act is enacted revising the minimum wage rate, (4) a contract modification significantly changes the nature of the work, or, (5) the Department of Labor otherwise directs.
- (c) The contract price or contract unit priced labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with the new rates, or the decrease is voluntarily made by the Contractor.
- (d) Any such adjustment shall be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, material costs, overhead, or profit. (For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The

new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.)

- (e) The Contractor shall notify the Contracting Officer (CO) of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The Contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the BPA from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the CO may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.
- (f) The CO or an authorized representative shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

KEY PERSONNEL (23-2M)
(MAR 12)(BPI 23.1.6)

Key personnel are those personnel considered essential to successful contracting performance. Key personnel include, but are not limited to, Supplier Representatives and all direct billable personnel.

Contract personnel performing on assignment at BPA shall not be replaced or reassigned without prior approval of the Supplemental Labor Management Office (SLMO).

CONTINUITY OF SERVICES (23-1M)
(MAR 12)(BPI 23.1.6)

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall allow incumbent employees the opportunity to transition to successor without limitation. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).
- (e) Not less than thirty (30) calendar days prior to completion of the contract, the contractor shall deliver to the BPA contracting officer a complete and accurate list of names, BPA property issued, titles, anniversary dates of employment on this contract and predecessor contracts of every contract worker including sub-contract workers that are currently performing under the contract, have been given a BPA badge, property or have been approved by BPA for contract assignment and are in the on-boarding process but have not yet received a BPA badge or begun contract performance.

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

(a) Hourly Rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.

(2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

(b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.

(e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--

(1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and

(2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.

(f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an

established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

- (g) Audit. At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

**PAYMENT (22-12M)
(MAR 12)(BPI 22.2.5)**

- (a) The contractor shall use BPA's vendor management system (VMS) known as the Supplemental Labor Information Management (SLIM) system to submit time and expense information. Contractor's employees shall report billable hours and expenses through this system and vendor's invoices and payments will be automatically generated and managed through the SLIM system.
- (b) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after invoices are generated by the SLIM system. If time and expense sheets are incorrect, or completed services are found defective, the provisions of this paragraph will be reapplied upon correction of defective item or service.
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)**

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.

(d) Contract Ceiling.

(1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.

(e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.

(f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

TAXES AND DUTIES (22-16)
(SEP 98)(BPI 22.5.3.4)

The contract price shall include all applicable Federal, State, and local taxes and duties.

CONTRACTS FOR SUPPLEMENTAL LABOR (22-23)
(DEC 10)(BPI 22.5.5)

(a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be subject only to the terms of this contract, and shall have the sole right and responsibility to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.

(b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.

(c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

GENERAL CONTRACT ADMINISTRATION

SUBCONTRACTS (14-7)
(SEP 98)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(SEP 98)(BPI 14.3.2)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)
(SEP 98)(BPI 14.10.5.1.1)

- (a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
- (b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
- (c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

EXAMINATION OF RECORDS (12-3)
(SEP 98)(BPI 12.8.8.1)

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.

- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.
- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(DEC 10)(BPI 23.3)**

- (a) The following definitions shall apply to this contract:
 - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or

- (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

CONTROL CENTER ACCESS REVOCATION NOTIFICATION (23-50) (JUL 08)

The Bonneville Power Administration (BPA) is subject to the North American Electric Reliability Corporation's (NERC) critical infrastructure protection standards. NERC may impose financial penalties on BPA for non-compliance with those standards.

BPA's Grid Operations Information System Security Program (ISSP) implements the NERC standards for physical and cyber access to control centers.

To assure BPA meets the requirements of the ISSP, contractors initiating routine personnel actions shall notify the COTR within 48 hours of a decision to terminate, reassign or change the duty location of an employee with access to a BPA control center.

Termination for Cause

Termination for cause is defined as separation from the organization based on the conduct, character, or unacceptable performance of an employee. Contractors initiating personnel actions involving termination for cause shall notify the COTR or CO within four (4) hours of a decision to terminate an employee with access to a BPA control center.

OTHER RIGHTS AT LAW (14-4)
(OCT 05)(BPI 14.4.2.1)

BPA, as an independent agency in the Department of Energy, reserves any other rights it may have at law, unless superseded specifically by this contract.

ORDER OF PRECEDENCE (14-3)
(OCT 11)(BPI 14.4.1.1)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

HOMELAND SECURITY (14-17)
(OCT 11)(BPI 14.18.3)

- (a) The performance of any development, design, maintenance or support services by the Contractor must be performed within the U.S. If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing whether it can allow an intangible export of BPA's Critical Information (CI) or if a Deemed Export License is required.
- (b) The Contractor shall not transfer any BPA CI, BPA software, data or technology to any foreign nationals, whether located within or outside of the U.S. CI means any designated sensitive information which must be safeguarded from loss, misuse, compromise, unauthorized, access, or modification, because such actions may adversely affect BPA business, security or other interests of the government, or the privacy of individuals; or which may otherwise be used by BPA's competitors or adversaries (including, but not limited to, other utilities, contractors, foreign interests, or disgruntled employees) to harm or embarrass BPA, or to gain an unfair advantage. The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA's CI, software, data or technology. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5200 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

BANKRUPTCY (14-18)
(OCT 05)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)
(SEP 98)(BPI 3.4.6)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3)
(SEP 98)(BPI 3.5.6)

- (a) As used in this clause:

"Covered Federal action" means:

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
- (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

(d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.

(e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

**CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)
(MAY 11) (BPI 3.7.1)**

- (a) Definitions. As used in this clause--

“Driving”—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving, dated October 1, 2009.
- (c) The Contractor should adopt and enforce policies that ban text messaging while driving —(1) Company-owned or -rented vehicles or Government-owned vehicles; or (2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$10,000.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(MAY 11)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
 - (1) Harassment-free workplace (BPA Personnel Letter 752-03);
 - (2) Non-smoking workplace (BPAM 165);
 - (3) Drug-Free Workplace (BPAM 400/792B);
 - (4) Firearms and other weapons (BPAM 1086);

- (5) Safety and health clauses in this contract;
 - (6) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (7) Standards of conduct regarding transmission information (BPI 3.2);
 - (8) Dissemination of Critical Program Information (BPA Security Standards Manual, Chapter 300-2); and
 - (9) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the clauses in this contract and BPA Security Office procedures.
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**PRIVACY ACT (5-1)
(OCT 93)(BPI 5.1.2)**

- (a) The Contractor shall be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974, (5 U.S.C. 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
 - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals.
 - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals to accomplish a BPA function, and criminal penalties may be imposed upon the employees of BPA when the violation concerns the operation of a system of records on individuals to accomplish a BPA function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor are considered to be employees of BPA.

**COMPUTER FRAUD AND ABUSE ACT (7-13)
(SEP 04) (BPI 7.2.4.1)**

Unauthorized attempts to upload information and/or change information within Fieldglass are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sec.1001 and 1030.

SOCIO-ECONOMIC ISSUES

RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8) (MAY 11) (BPI 9.3.2)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1) (APR 09)(BPI 10.2.1)

- (a) The Contractor shall not discriminate against its employees or applicants because of their race, color, religion, sex, national origin, age, status as Disabled or Vietnam Veterans, or physical or mental handicaps. The Contractor certifies that it does not, and will not, maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment and retain individuals in accordance with applicable laws and regulations including:
 - (1) For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U. S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 Fed. Reg. 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations and relevant orders of the Secretary of Labor (See 41 CFR 60).
 - (2) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4012); Executive Order 11701, January 24, 1973 (38 CFR 2675); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
 - (3) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 CFR Part 60-741).
 - (4) For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).
- (b) The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

EMPLOYMENT PRACTICES (10-2)
(MAR 10)(BPI 10.4.4)

The Contractor agrees to comply with all applicable Federal, State, local laws, and regulations concerning Equal Employment Opportunity, the payment of minimum wages (including, but not limited to, the Fair Labor Standards Act) and the use of safe practices (including, but not limited to, the Occupational Safety and Health Act).

SERVICE CONTRACT ACT OF 1965 (10-3)
(OCT 09)(BPI 10.4.4)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, [41 U.S.C. 351, et seq.].

"Contractor," as used in this clause or in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service employees regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) Conforming additional classifications.

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein 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] 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 class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 [which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves, together with the agency recommendation], and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action, or render a final determination in the event of disagreement, within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be posted as a part of the wage determination or a written copy shall be furnished to each affected employee.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than two years, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after two years under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Health & Welfare Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (A) For each employee subject to the Act --
- (i) Name, address and social security number;
- (ii) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(iii) Daily and weekly hours worked by each employee; and

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(C) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (m) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to suspend of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(l) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, together with a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (m) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (n) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (o) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (n) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the DOL (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (p) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (q) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**WAGE DETERMINATION (10-5)
(MAR 10)(BPI 10.4.4)**

The wage determination(s) referred to in the clause 10-3, Service Contract Act, are incorporated into the contract, and are identified as follows:

Wage Determination Number: 2005-2103	Revision Number: 11	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2159	Revision Number: 12	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2317	Revision Number: 11	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2569	Revision Number: 13	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2439	Revision Number: 12	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2441	Revision Number: 11	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2565	Revision Number: 11	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2559	Revision Number: 14	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2561	Revision Number: 16	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2563	Revision Number: 13	Date of Revision: 06/13/2011
Wage Determination Number: 2005-2567	Revision Number: 15	Date of Revision: 06/13/2011

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(DEC 10) (BPI 10.3.1)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places, in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous' places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of labor's website that contains the full text of the poster. The link to the Department's website, as referenced 'in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be:

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office or the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested; or

(3) Downloaded from the Office of Labor-Management Standards web site at:

www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

- (c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a)-(d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.
- (f) Subcontracts
 - (1) The Contractor shall include the substance of the provisions of paragraphs (a)-(f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
 - (2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.
 - (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.
 - (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(MAR 09) (BPI 10.7.2)**

- (a) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (A) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (B) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (a) (3) of this section); and
 - (C) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (a)(4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (A) All new employees.

(i) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (a)(3) of this section); or

(ii) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph)(3) of this section); or

(B) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).

(3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(A) Enrollment in the E-Verify program; or

(B) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(A) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(B) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(b) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(c) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (d) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (A) Services other than commercial services that are part of the purchase of a commercial-of-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (B) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

ENVIRONMENT AND SAFETY

SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (15-55M) (MAR 12)(BPI 15.2.1)

(a) General

- (1) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with:
 - (A) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.).
 - (B) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States.
 - (C) All Federal and state safety and health rules and regulations applicable to the contract work, as supplemented by BPA Accident Prevention Manual (APM) or elsewhere in the contract.
- (2) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
- (3) If the Contract Worker fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) may notify the Contractor of any noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work shall be deemed sufficient.
- (4) In the event of an accident, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under their assignment, the Contract Worker shall notify their employer, COTR and BPA Manager immediately. The Contract Worker shall complete and file with the COTR, BPA form 6410.15e (Contractor's Report of Personal Injury, Illness, or Property Damage Accident) within two (2) working days of such an occurrence. In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contract Worker shall complete and file with the COTR, BPA Form 6410.18e (Contractors Report of Incident/Near Miss) within two (2) working days of such an occurrence.

- (5) In case of an injury, the Contractor shall have 30 days to make full restitution or settlement. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
 - (A) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (B) Charge to the Contractor's account an equitable amount, not to exceed \$2,500, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
- (6) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to their assignment possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
- (7) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contract Worker, in any way related to the work or operations under this contract.
- (8) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
- (9) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(b) Personal Protective Equipment (PPE)

The Contractor shall furnish all PPE as required.

- (1) The Contractor shall furnish non-conductive white hard hats and all other required safety and personal protective equipment. All persons, in situations that require the use of a hard hat, shall wear non-conductive hard hats, front or full-brim only, meeting the requirements of OSHA (29 CFR 1910.135)/ANSI Class B. Only a BPA-approved qualified electrical worker may wear a yellow non-conductive hard hat. Only a BPA-approved safety watcher may wear orange non-conductive hard hats.
- (2) Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle boots with rigid sole and heel meeting ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a BPA Manager. The Contractor has the responsibility for assuring that appropriate footwear is worn. Contract Worker has the responsibility to wear appropriate footwear for the job.
- (3) While BPA's minimum qualifications for protective footwear are identified above, specialized footwear in accordance with other regulatory requirements, appropriate for the work being performed, shall be worn at all times while executing the work tasks requiring specialized Personal Protective Equipment (PPE). Contractors and Contract Workers have the responsibility of ensuring appropriate footwear is worn.

(c) Energized Facilities

Whenever a Contract Worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contract Worker shall be certified for unescorted access to BPA energized facilities or escorted by a person with unescorted access. At no time will any Contract Worker or equipment come closer to energized lines or equipment than the Minimum Approach Distances (MAD) found in BPA APM Rule M-1 unless the Contract Worker is a BPA-approved qualified electrical worker or is being escorted by a BPA qualified electrical worker

as permitted in the Rules of Conduct Handbook. BPA approved qualified electrical workers shall follow the table in BPA APM rule M-1.

(d) HAZCOM

- (1) BPA will supply Contract Workers with effective information regarding any hazardous chemicals used at the work site. Contractors shall ensure that their employees have effective training on hazardous chemicals.
- (2) BPA will maintain any required Material Safety Data Sheets (MSDS) at the work location and available to Contract Workers.

(e) Job Briefings.

The Contract Worker shall conduct or participate in job briefings as required by BPA APM rule J-1.

(f) Fall Protection

- (1) Contract Workers performing work aloft, above four feet, shall use approved fall protection. Contractors shall ensure that Contract Workers are trained in the use of fall protection equipment if required for use.
- (2) Contract Workers performing work in aerial manlifts shall use approved fall protection. Contractors shall ensure that Contract Workers are properly trained in the use of such equipment.

(g) Confined Spaces

The Contract Worker shall not enter into a confined space as defined by federal OSHA 29 CFR 1910.146 (b) and/or any applicable state standard or regulation without proper training.

(h) Lockout/Tagout (LOTO)

Contract Workers performing work on machinery or equipment which are exposed to injury from the unexpected startup or release of stored energy systems shall have documented LOTO training before performing such work. The training shall conform to all the requirements of federal OSHA 29 CFR 1910.147 and any other applicable federal or state standards and regulations.

(i) Respirator Protection

Contract Workers performing work that requires the use of a respirator shall follow the requirements of federal OSHA 29 CFR 1910.134. Contractors are responsible for meeting the requirements of federal OSHA 29 CFR 1910.134 (c).

(j) Environmental Hazards

On assignments where BPA has identified that environmental hazards exist (i.e. asbestos, lead, mercury, silica, etc.) the Contract Worker shall have the appropriate level of training to identify the hazards and select the appropriate work processes and PPE in accordance with all federal and state regulations.

BONDS AND INSURANCE

INSURANCE (16-2M)
(MAR 12)(BPI 16.3.3)

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the certificate holder as follows:

Bonneville Power Administration
Attention: Contracting Officer – Kim MonBarren –NSSV/WHSE

The certificate shall also identify the contract number(s) for which coverage is provided, and shall contain a statement that the insurer will endeavor to give notice of cancellation or any material change to the certificate holder at least 30 days before the effective date.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer within 10 business days of existing policy expiration, changes, and/or changes in insurance providers. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.
- (c) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) **Commercial General liability.** The contractor shall provide commercial general liability insurance (CGL) of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) **Employer's liability ("Stop Gap").** The contractor shall provide Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) **Professional liability.** The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

All insurance should be issued by companies admitted to do business within the States that the contractor performs services under this contract and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the BPA Contracting Officer in advance. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

PATENTS, DATA, AND COPYRIGHTS

RIGHTS IN DATA-- CREATION OF NEW WORK (17-5.1M) (MAR 12)(BPI 17.5.4.1.1)

- (a) Contractor agrees that all material, subject matter or Work Product produced by Contractor or Contractor's employees as a result of material furnished to the Contractor by BPA and incorporated into the Work Product under this agreement shall be the sole property of BPA with no ownership or license rights granted to Contractor. Work Product means any recorded information, regardless of form or the media on which it is stored, including any other copyrightable products or materials arising from performance under this contract.
- (b) BPA shall defend, at its expense, and hold Contractor harmless from any claim or suit brought against Contractor alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided such claim or suit results from Work Product created at BPA's direction, or furnished to Contractor by BPA and incorporated in the Work Product by Contractor at BPA's direction.

IT SERVICE WARRANTY (17-16) (OCT 11)(BPI 17.4.2.1)

Contractor warrants that any services performed under this agreement or provision shall be performed in a competent and workmanlike manner in conformity with generally acceptable industry standards for the services provided hereunder. Contractor shall re-perform the services at no cost to BPA or if Contractor is unable to perform services as warranted, BPA shall be entitled to recover the value of the fees paid to Contractor for the nonconforming services.

INFORMATION ASSURANCE (17-20) (OCT 11)(BPI 17.6.1.4.1)

- (a) In performance of this contract, the contractor shall protect all data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of these information or systems.
- (b) The contractor shall maintain an information security and/or data security plan or program consistent with industry standards such as National Institute of Standards and Technology (NIST), as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (c) The BPA Chief Information Officer (CIO), or representatives, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (d) The contractor shall adhere to any additional information security requirements identified in the statement of work.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22) (OCT 11)(BPI 17.6.2.1.1)

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by

Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.

(b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:

- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
- (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (4) BPA is required by law to disclose, or is subject to FOIA;
- (5) has been independently developed by BPA from information not defined as "Information" in this contract;
or
- (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).

(c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 98)(BPI 23.3.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

INSPECTION AND WARRANTY

**INSPECTION AND ACCEPTANCE - COMMERCIAL SUPPLIES/SERVICES (18-1)
(MAY 11)(BPI 18.3.1)**

(a) The Contractor shall only tender for acceptance those items or services that conform to the requirements of this contract. BPA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BPA may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, BPA may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. BPA must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**WARRANTY - COMMERCIAL SUPPLIES AND SERVICES (18-7)
(SEP 98)(BPI 18.5.1)**

The Contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the Contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

PROPERTY

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)
(SEP 02)(BPI 19.4)**

(a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices.

(b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.

(d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in the performance of this contract; or
- (3) As otherwise provided for by the provisions of this contract.

- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.
- (f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
- (g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 98)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

TERMINATION

**TERMINATION FOR DEFAULT (20-3)
(MAY 11)(BPI 20.5.1)**

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, provided that the Contractor provides notice to the Contracting Officer that a force majeure event has occurred within a reasonable period of time after occurrence. Examples of those events are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

**TERMINATION FOR THE CONVENIENCE OF BPA (20-2)
(MAY 07)(BPI 20.4.1)**

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.

- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

DISPUTES

APPLICABLE LAW (21-5) (MAY 11)(BPI 21.1.2.1)

This agreement shall be construed in accordance with and governed by federal procurement laws of the United States. Where there is no applicable federal procurement law, the laws of the State of Oregon shall prevail.

RELEASE OF CLAIMS (21-4) (SEP 98)(BPI 21.3.10)

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against BPA arising out of the contract, other than claims specifically excepted from the operation of the release.

DISPUTES (21-2) (MAY 11)(BPI 21.3.15.1)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six years after accrual of the claim to the Contracting Officer for a written decision. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows:
- "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes BPA is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."**

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by BPA is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) BPA shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if the date is later, until the date of payment. With regard to claims having defective certifications, as defined in BPI 21.3.1, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Secretary of the Treasury during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — STATEMENT OF WORK

SUPPLEMENTAL LABOR STATEMENT OF WORK

Introduction

The objective of this master agreement is to obtain skilled and trained contract personnel to augment BPA federal employee staff in the following labor categories:

- Administrative/Clerical (Secretary, Administrative Assistant)
- Scientific (Engineering, non-IT)
- Industrial (Electrical and Construction Crafts, Material Handlers, not light industrial)
- Technical (IT occupations - Database Administrator, Software Developer)
- Business Professional (Business Analyst, Program Manager, Procurement Specialist, Accountant, Marketing Specialist – Energy Efficiency)

Contractors may provide candidates for job postings in labor categories of their choice. However, BPA retains the right to limit participation in job postings at its discretion.

Background

Bonneville Power Administration (BPA) is a power marketing and transmission agency of the Federal Government. Bonneville's principal service territory includes the states of Oregon, Washington, Idaho and the portion of Montana west of the Continental Divide. BPA also directly serves small portions of California, Nevada, Utah, and Wyoming. More information can be found at <http://www.bpa.gov>. BPA has offices in multiple states. Operating structure is seven days a week, twenty-four hours per day in the majority of BPA locations.

1. General

- 1.1. The Contractor shall exercise independent discretion and judgment in managing its workforce to meet the requirements of this master agreement.
- 1.2. Contract personnel will receive no direct BPA supervision or control over work assigned under this agreement. BPA personnel may review contract personnel's assigned work when value judgments must be made or discretionary authority must be exercised in order to retain control by BPA.
- 1.3. Contract personnel will not establish or alter BPA policies, programs or plans. Contract personnel may be used to research background material, review and comment on policies, strategies, programs and plans and may develop recommendations. BPA personnel shall make any necessary decisions.
- 1.4. Contractor is responsible for informing their personnel of the requirements of this contract.

2. Business Conduct

- 2.1. BPA is entrusted with use of public resources to perform a mission of public service, and must conduct all of its activities with a high level of integrity to maintain public confidence. BPA's supplemental labor Contractors must share this commitment to integrity. This expectations section applies to all individuals and organizations that supply contingent workers to BPA, including outsourced services, consultants, staff augmentation contractors, and vendors, and their employees, agents and subcontractors. Contractors are expected to educate all of their

representatives involved in business with BPA to ensure they understand and comply with this section. BPA supplemental labor Contractors are expected to conduct all of their business with BPA consistent with the general principles of integrity and maintaining the public trust as stated above, and also in accordance with the following more specific requirements:

Compliance with Laws and Contract Requirements

BPA Contractors shall comply with all applicable federal, state and local laws and rules, and with all contract requirements, and shall require that their employees likewise comply as applicable. Such requirements may include, but are not limited to: Affirmative Action and Equal Employment Opportunity, general labor and employment, diversity, Service Contract Act, environment, health and safety requirements, antitrust and fair competition laws forbidding collusive bidding and other concerted action, price discrimination, and unfair trade practices.

Accuracy of Business Records

BPA Contractors shall honestly and accurately report all business information and comply with all applicable laws regarding reporting requirements. BPA Contractors shall maintain financial books and records conforming to generally accepted accounting principles. BPA Contractors shall create, retain, and dispose of business records in full accordance with all applicable contractual and legal requirements.

Use of BPA Resources

Contractors shall protect and conserve any resources made available by BPA and shall use them only for purposes authorized by BPA. BPA resources include tangible items, such as vehicles, equipment, facilities, consumables, and computer and communication systems, as well as intangible items, such as BPA's good name and reputation, employee productivity, and sensitive information.

Contractors shall protect BPA's confidential information and shall not divulge any BPA information that a prudent business person would consider sensitive or which is designated by BPA as sensitive, proprietary, or confidential. Such information includes, but is not limited to, strategic, personal, financial, or unpatented technology information. Contractors shall not use or allow the use of such information for securities transactions or any improper private gain. Contractors may be required to sign or to have their employees and/or subcontractors sign nondisclosure agreements.

Contractors shall not purport to make any announcements or release any information on behalf of BPA to any member of the public, press, official body, business entity, or other person without the express prior written consent of BPA. Contractor shall not claim or imply any endorsement by BPA or BPA employees.

Consideration of Public Perception

In exercising business judgment, Contractors shall avoid taking any action which would likely cause a reasonable member of the public to question the integrity of BPA operations.

Security

BPA Contractors are expected to adhere to all applicable BPA security rules and processes, as communicated by BPA, whether related to data, information, computer systems, personnel background investigations, drug testing, or physical locations or property. Contractors shall not take photographs, make any other recording or depiction of BPA property or facilities, or allow access by any third party to BPA property or facilities without BPA's prior written consent.

Compliance and Reporting of Questionable Behavior or Violations

BPA Contractors shall ensure that its employees, agents, and representatives understand and comply with these expectations. For further guidance on this section you may contact the Contracting Officer or the Supplemental Labor Management Office.

Any questionable behavior and/or possible violation of this Statement of Work should be reported to the Contracting Officer or SLMO.

3. Location of Project

- 3.1. Assignments under this master agreement will be performed throughout the BPA service area to include the Pacific Northwest, California, Montana and Wyoming. BPA has one main office campus in Portland, OR and two main office campuses in Vancouver, WA.
- 3.2. Contract personnel may be required to provide support services at any site.
- 3.3. **Travel:** At the sole discretion of BPA, contract personnel may be required to travel in the performance of assignments under this master agreement. Travel must be preapproved in writing by the COTR. Contract personnel may be required to drive Government vehicles in the performance of their assignment. Occasionally, contract personnel may be required to travel on BPA-owned aircraft when BPA determines to be in the best interests of the Government. Approved contract personnel travel costs will be invoiced through the Supplemental Labor Information Management system (SLIM) and reimbursed to the Contractor in accordance with the clause titled Limitation on Travel Costs (22-50) and the terms of this contract.

4. Property and Services

4.1. General

- 4.1.1. BPA will provide, without cost to contract personnel, the standard facilities, equipment and services listed in this statement of work. All such facilities, equipment and services will be used by contract personnel only in performance of this master agreement.

4.2. Contractor and/or Contract Personnel Property.

- 4.2.1. Contractors and contract personnel shall comply with all BPA IT policies concerning personal computer electronics equipment. Contract personnel may bring removable items such as a non-affixed picture frame, reference books, etc. Contract personnel shall not receive or send personal mail, packages or any other personal deliveries at any BPA site. Such receipt of personal deliveries will constitute grounds for immediate release of contract personnel from their assignment.

4.3. Government-Furnished Property or Services

- 4.3.1. **Special Material and Information.** BPA will furnish, as appropriate, necessary special material or information required for contract personnel to perform the work, which may include the following:
 - 4.3.1.1. **Communication Devices.** BPA may provide any communication devices required to perform the requested contract services. When contract personnel assignments are ended, the Supplemental Labor Management Office (SLMO) will notify the Contractor of any devices provided.
 - 4.3.1.2. **Equipment and Tools.** BPA may provide equipment and tools required to perform the requested contract services. When contract personnel assignments are ended, the SLMO will notify the Contractor of equipment and tools provided.
 - 4.3.1.2.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA issued property.
 - 4.3.1.2.2. The Contractor's employee, as the assigned user, shall submit form BPA F4420.12e, the Property Loss Report (PLR), with a copy to their employer, for

reporting all instances of loss; damage or theft of BPA tagged and/or tracked property. The PLR shall be submitted within 2 business days of the incident discovery.

- 4.3.1.3. **Transportation.** Contract personnel may be required to travel outside the commuting area (typically defined as 35 miles) in order to provide the requested services. This travel could occur in government furnished vehicles or equipment.
At the sole discretion of the government, air transportation may be provided on BPA aircraft. The BPA contracting officer is authorized to grant such travel if in the best interest of the Government. In those instances where BPA provides transportation on Government-owned planes, vehicles or equipment for contract personnel, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.
- 4.3.2. **Furniture.** Standard office furniture will be provided for contract personnel. See section 5.2 for reasonable accommodations made for medical conditions or other circumstances.
- 4.3.3. **Supplies.** BPA will furnish office supplies used to support this master agreement.
- 4.3.4. **Hardware.** BPA will furnish technology equipment (laptop or desktop computers, RSID token key, smart phone, remote access) used to support assignments under this master agreement.
 - 4.3.4.1. Contract personnel will typically not be required to take BPA technology equipment offsite. However, in those instances when it is necessary to meet performance requirements of the service provided:
 - 4.3.4.1.1. The Contractor shall be held solely responsible for the loss, damage or replacement of BPA technology equipment.
 - 4.3.4.1.2. The Contractor shall submit form BPA F4420.12e, the Property Loss Report (PLR) for reporting all instances of loss; damage or theft of BPA tagged and tracked property. The PLR shall be submitted within 2 business days of the incident discovery. All instances of loss, theft, or suspected theft of any IT equipment capable of containing "data" must be reported immediately (24/7) upon incident discovery using the Security Incident Report (BPA Form 5632.01e) and a PLR.
 - 4.3.4.1.3. The Contractor shall be obligated to cure by payment to BPA in no less than 15 business days from the time of the report.
 - 4.3.4.2. BPA will provide access to agency copy machines, fax machines and printers for business related purposes only.
 - 4.3.4.3. Personal (non-BPA mandated) use of technology equipment, copy machines, fax machines, and printers used outside the guidelines described in BPA Manual Chapter 1110 may be grounds for immediate dismissal.
 - 4.3.4.4. At no time shall contract personnel plug any non-BPA approved electronic device (such as iPods, MP3 players, cell phones or zip drives) into any BPA hardware. Such activity is a violation of BPA cyber security policy and will be grounds for immediate dismissal.
- 4.3.5. **Software.** BPA will furnish the systems and required software. Software shall not be added

or removed from BPA systems. Contract personnel shall observe all license requirements and compliance standards and will not use the software in any manner other than the software's intended use. Contract personnel shall not use software for personal use. Misuse of software is grounds for immediate dismissal.

4.3.6. **Orientation.** BPA may provide an orientation to the workplace and work-site support for new contract personnel. The Orientation may be in a formal or informal setting. The Orientation may include, but is not limited to; necessary safety training, cyber security rules and regulations, emergency procedures, physical security requirements and conduct in the BPA workplace.

4.3.7. **BPA Required Training.** At its discretion, BPA will provide training specific to BPA. Such training may be computer or web-based. These requirements may include but are not limited to:

- Cyber & Physical Security training
- FERC Standards of Conduct training
- GovTrip Travel training
- Asset Suite and PeopleSoft user training
- ERMS SharePoint user training
- Safety training specific to BPA or as otherwise required by Transmission for any personnel working around high voltage systems

4.3.7.1. Time spent in BPA mandated and approved training time will be considered billable hours.

4.3.8. **Mail.** BPA will provide mail pick-up and delivery of official BPA mail only. Government provided postage is restricted to official correspondence only.

4.3.9. **Telephone.** BPA will provide telephones to contract personnel for work related calls only. The Contractor shall reimburse BPA for any telephone service calls for repair or replacement, etc. due to contract personnel negligence, misuse, or damage. The Contractor shall pay for any specialized services required by contract personnel due to physical or ergonomic accommodation.

4.3.10. **Refuse Collection.** BPA will provide refuse collection at the BPA work site for refuse generated throughout the work day.

4.3.11. **Equipment Maintenance.** BPA will cover maintenance of equipment used to support any assignments under this master agreement. Maintenance will be available through the BPA servicing workgroup. However, if it is determined that the Contractor and/or contract personnel acted in a malicious manner and destroyed or violated the terms of any maintenance agreement, the Contractor shall be liable for the cost of the maintenance and repair and will reimburse BPA upon submission of an invoice.

4.3.12. **Security Clearance.** BPA will conduct a background investigation for contract personnel and off-site Contractor representatives and provide identification required to access BPA facilities. Individual's mileage, time and expenses incurred to complete security clearance process are not billable to BPA.

5. Contractor-Furnished Property and/or Service

5.1. **General.** The Contractor shall provide all services and property necessary in support of assignments under this master agreement except those services and/or property specifically

identified in section 4 above. Specifically, the Contractor will provide qualified personnel in the general job classifications listed in the introduction.

- 5.2. **Furniture.** The Contractor shall provide ergonomic assessments for their personnel through the BPA assessment process at the Contractor's expense. If BPA provides any equipment, the Contractor may be charged for moving the equipment and a monthly fee for the equipment in accordance with the facilities equipment schedule.
- 5.3. **Invoices.** The Contractor will utilize the Fieldglass web application known internally as BPA's Supplemental Labor Information Management (SLIM) system. Contract personnel shall report billable hours through this system and Contractor's invoices and payments will be generated and managed through the SLIM system.
- 5.4. **Time Sheets.** Contract personnel shall follow all SLMO guidelines for reporting billable and non-billable hours through the SLIM system. The SLIM system will generate Contractor invoices from the billable hours reported by contract personnel.
- 5.5. **Mandatory Contract Personnel Training.** The Contractor, at its expense, shall be responsible for ensuring that its employees are kept current on the latest technologies, skills and techniques for which they are providing services.
 - 5.5.1. Contractor, at their expense, will educate their employees on company policies and safety requirements, and the latest technologies for which they are providing services.
 - 5.5.2. At BPA's discretion, contract personnel may be required to attend conferences; seminars or training. These items will be included in the additional position information attached to the job posting and will be paid for by the Contractor but not billable to BPA.
- 5.6. **Professional Licenses and Certifications.** Contractor shall ensure that contract personnel have and keep licenses and certifications current. Contractor is wholly responsible for covering the expenses associated with maintaining these licenses and certifications.
- 5.7. **Drivers Licenses.** Contractor shall be responsible for ensuring all contract personnel have a valid state driver's license prior to operating government vehicles. Contractor shall maintain an official copy of BPA form 2250.03e with a copy delivered electronically to the SLMO office.
 - 5.7.1. Contractor shall notify BPA within 5 business days of any change in driving status for one of its contract personnel.
 - 5.7.2. Contractor shall renew the form at least annually at the start of the fiscal year with each contract personnel and deliver an updated copy to the SLMO office within 10 working days.
 - 5.7.3. Contract personnel who do not have a signed form 2250.03e on file in the SLMO office will not be permitted to operate government automobiles in the execution of their duty, and will not be reimbursed for personal use of their automobile, and could be subject to release of service.
- 5.8. **Diversity Program.** BPA expects Contractor to have a diversity program and Contractor shall utilize that program in providing candidates to BPA. BPA will continuously assess the candidate pool to ensure that it reflects the broader population in the Pacific Northwest and reserves the right to request Contractor provide a breakdown of diversity by job type.

6. Definitions

- 6.1. Common BPA acronyms, terms and definitions are located on the BPA external website at <http://www.bpa.gov>.

7. Release of Contract Personnel

- 7.1. For the purposes of this agreement, the phrase "contract personnel release" means the timely discontinuation of the specific contract personnel's services for BPA. Contractor agrees that BPA, upon timely or ad hoc notification as circumstances may dictate, may at its sole discretion without penalty of any kind; release the services of any or all of Contractor's Employees, without further obligation to Contractor.
- 7.2. BPA and the Contractor shall ensure that contract personnel release is handled in accordance with the rules, regulations and Federal Laws that govern the BPA work site and to ensure that the workplace is safe and secure and disruption of work is minimized.
- 7.3. To facilitate contract personnel release, the Contractor shall ensure that the Contractor representative can be reached through agreed upon communication methods at any time (7 days a week, 24 hours per day, year round) regarding the release of contract personnel.
- 7.4. BPA reserves the right to immediately release or remove, without the consent or involvement of the Contractor, any contract personnel who present a perceived or real danger to the BPA workplace, commit a criminal act or policy violation. Subsequent notice will be made.
- 7.5. When the Contractor releases an employee from their assignment under the master agreement, the following procedures will be followed:
 - 7.5.1. Whenever possible, releases of contract personnel will be done off-site by a Contractor representative after normal working hours, preferably on a Monday or Friday. BPA will provide at least 24 hours notice when possible. The Contractor will collect the BPA badge and other BPA property such as Computers, RSA token rings, keys, and key cards, where applicable, and return them within two (2) business days to the SLMO or CO. If desired, a Contractor representative may join a BPA representative to pack and remove contract personnel's property. Certain personal items of released contract personnel may be held indefinitely for examination. An inventory list will be provided of items retained by BPA.
 - 7.5.2. On-site release of contract personnel will involve a Contractor representative and may include a BPA representative or physical security representative. The Contractor will collect the BPA badge and ensure that BPA property such as laptops, RSA token rings, keys, and key cards, where applicable, are returned within two (2) business days to the SLMO or CO. Any unauthorized items or property will be seized and examined by the appropriate authority. Contract personnel will be escorted from BPA premises by a Contractor representative, BPA representative or physical security representative.
 - 7.5.3. Contractor may be charged up to \$1000 for each badge not returned within two weeks of termination.

8. Contract Personnel Limitations

- 8.1. **Conflict of Interest.** The Contractor and their employees are prohibited from using any information gained in fulfillment of this master agreement to influence, sway, or willfully manipulate to Contractor's or the Contractor's employee's benefit any financial gain resulting in a contract or sub-contract with BPA or any federal agency. BPA will report any such action

immediately to the Inspector General (IG). The Contractor shall document and report any potential conflict of interest in writing to the SLMO within 1 business day after discovery.

- 8.2. **Soliciting for Business.** Neither Contractor nor their employees are permitted to solicit, influence or confer with any BPA employee or manager for new or additional business, either on or off BPA premises. New positions will be competed among supplemental labor Contractors. Any contract personnel that solicit new business will be subject to immediate dismissal. Any Contractor soliciting new business will be subject to sanction or removal from the supplemental labor program.
- 8.3. **Worker Restrictions.** Any contract personnel, or prospective contract personnel identified as a potential threat to the health, safety, security, general well-being or operational mission of BPA may be removed from the premises and denied access to the work site.
- 8.4. **Use of BPA furnished equipment for personal use.** Contract personnel shall not use government furnished property such as telephones, fax machines, copy machines and computers for personal use other than as described in BPA Manual Chapter 1110.

9. Contract Personnel Evaluations

- 9.1. **Performance.** All issues regarding performance will be addressed between the SLMO and/or CO and the Contractor representative. BPA will not provide written performance evaluations. BPA may provide feedback or narrative comments relating to the performance of individual contract personnel. The Contractor is responsible for evaluating its employees with regard to skill, knowledge, technical and behavioral performance.
- 9.2. **Work Product.** In the event that BPA is dissatisfied with the results or work product achieved by particular contract personnel, the COTR and/or CO and the Contractor representative will meet and review the issue. The functional or organizational manager and/or BPA team lead in whose organization contract personnel performs their work may also be present.
- 9.3. **Remedy.** The Contractor must remedy the unsatisfactory service. Such remedy may include the following: (1) removal (release) of worker from contract performance; (2) re-performance of work deemed unsatisfactory, in accordance with the clause titled Inspection — Services and Construction (18-4); or (3) other actions that may be mutually agreed upon between BPA and the Contractor.
- 9.4. **Rate Increases/Decreases.** Rates at BPA are set based on current market analysis at the time contract personnel are brought on board. Due to the longer term nature of the contingent workforce at BPA, rates could increase or decrease throughout the contract personnel's assignment at BPA based on market conditions, skills improvement or time. The Contractor is entitled to request an increase in bill rate only once during each year of service. The Contractor shall follow the SLMO operating standard for requesting a bill rate increase.
 - 9.4.1. Prior to directing a request for rate increase to the SLMO, the Contractor should determine if an increase in pay can be given to contract personnel without an increase of the bill rate to BPA.
 - 9.4.2. No bill rate increase will be granted contract personnel within their first year of service at BPA.
 - 9.4.3. When a bill rate increase request is received, SLMO will conduct a billing rate determination. If market analysis indicates a decrease in pay rates for the skill set in question, SLMO may request a reduction of Contractor bill rates. Non-compliance by the Contractor could result in release of contract personnel and re-competition of the position.

10. Operational Requirements

10.1. Hours of Operation

- 10.1.1. BPA has a flexible workforce and work schedule which varies by organization. Contract personnel will typically work a standard eight-hour shift and shall be available during the BPA core hours (currently 9 a.m. to 3 p.m.). Contract personnel will be required to work hours that are contingent on the specific needs of the organization being served. This may equate to varied work shifts with a regular lunch period. The schedule will be determined by the BPA manager. Variation from a standard work schedule must be approved in advance by a BPA Manager.

10.2. Offsite Work

- 10.2.1. In deference to the federal government's initiative to reduce greenhouse gas emissions, BPA has embarked on a plan to increase telework for the federal workforce. In light of this initiative, it is possible that contract personnel may be allowed to work off-site. If authorized:
 - 10.2.1.1. Contract personnel will be allowed to work off-site only with a signed off-site memorandum of understanding.
 - 10.2.1.2. Contract personnel must follow all regulations and BPA policies for off-site work.
 - 10.2.1.3. Contractor shall provide all workers compensation and insurance coverage for injuries occurring in contract personnel's offsite location.
 - 10.2.1.4. Contractor shall be responsible for any loss or damage to BPA equipment used by worker in offsite work and any damage caused by security breach from lost equipment.

10.3. Holidays

- 10.3.1. BPA will reimburse Contractor only for time worked by their employees. Contract personnel may be required to work on federally observed holidays to meet specific work requirements. The Contractor will follow the procedures indicated in all applicable DOL requirements, including the Service Contract Act.

10.4. Administrative Leave

- 10.4.1. Federal civilian personnel may be granted additional administrative leave during the year. This could be the result of inclement weather, emergency shut downs or through Presidential action granting extra holiday or bereavement leave.
 - 10.4.1.1. **Non-union Service Contract Act (SCA) wage determination (WD) workers.** There is no entitlement to additional time off with pay for contract personnel working under a non-union SCA WD. Contract personnel are required to be paid for only the holidays and vacation time listed in the applicable SCA WD. While there is no requirement to pay for such time if released from work on these "administrative" days, Contractors may choose to voluntarily pay them. Such time will not be billable to BPA.
 - 10.4.1.2. **Contract personnel working under an SCA WD based on a collective bargaining agreement (CBA).** Contractors may have to pay for additional leave if there is language in the CBA that requires the Contractor to pay their employees any additional leave days granted to federal employees. A price adjustment would not be due for the additional leave.

10.5. Overtime

- 10.5.1. Overtime work may be required to meet specific deadlines, events, or client needs. Contract personnel will be authorized for overtime by the BPA manager in their capacity of "field inspector" for the SLMO COTRs.

10.6. Weather or Force Majeure

- 10.6.1. In the event inclement weather or a force majeure (including pandemic disease) causes BPA to authorize early dismissal of its employees, where not covered by a collective bargaining agreement, contract personnel hours not worked are not billable.

10.7. Contract Personnel Engagement

- 10.7.1. Contractor will be required to use the SLIM system for contract administration and management of their employees under contract to BPA.
- 10.7.2. The SLIM system will be used for the following activities under this contract.
 - 10.7.2.1. Responding to requests from BPA for new and changing contract task assignments (contract labor positions);
 - 10.7.2.2. Scheduling skills assessments/interviews
 - 10.7.2.3. Initiating BPA's on-and-off boarding process;
 - 10.7.2.4. Entry of billable hours, travel and other reimbursable expenses;
 - 10.7.2.5. Invoicing.
 - 10.7.2.6. Credit/Debit memos
- 10.7.3. Functions identified above are the primary areas that require the use of SLIM. This list is not intended to limit the administrative functions the Contractor may be required to perform through SLIM in support of this contract.
- 10.7.4. The Contractor will be required to execute an End User License Agreement with the SLIM provider, Fieldglass, Inc., and must remain in good standing for continued performance under this contract.

10.8. Request to Fill.

- 10.8.1. At BPA's discretion, all or selected Contractors will receive job postings through the SLIM system. The job posting will utilize a contract worker skills description (CWSD) and Additional Position Information (API) document with the required skills and experience identified. At its discretion, Contractor may elect to respond.
- 10.8.2. Job postings will contain a respond by date. Contractors are expected to submit qualified candidates (e.g. resumes and bill rates, etc.). Submittals received after the respond by date, may not be accepted.
- 10.8.3. Candidates will be submitted through the SLIM system. The Contractor shall exercise due diligence with regard to screening and verification of candidate qualifications and eligibility.

Qualified candidates shall be W-2 employees of the contractor. No candidates should be submitted where this screening has not taken place.

- 10.8.4. Employment interviews will be conducted solely by the Contractor without the involvement of BPA. BPA will conduct a skills assessment/interview. In all cases, notification of selection will be made by the Supplemental Labor Management Office (SLMO). Any other notification is invalid and is not officially binding on BPA.
- 10.9. **Contract Personnel Resignation Notification.** The Contractor shall notify the SLMO verbally no more than four (4) hours after contract personnel provides official notice of resignation. This will be followed by a written notification within 24 hours. Upon resignation, termination, or reassignment of contract personnel, the Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.
 - 10.9.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.
- 10.10. **Contractor Termination of Contract personnel.** When contract personnel have been terminated by the Contractor without BPA's knowledge, the Contractor shall verbally notify the SLMO within four (4) hours of their employee's termination. As soon as the Contractor anticipates the termination of contract personnel, Contractor shall notify the SLMO in writing. The Contractor shall coordinate with the SLMO to ensure that all cyber and physical security vulnerabilities are addressed and managed in accordance with all laws, rules and regulations. The Contractor shall ensure the return of all BPA property and badges. Failure to return property promptly may result in elimination from the supplemental labor Contractor pool.
 - 10.10.1. Contractor shall ensure that final time and expense sheets are accurately submitted within 5 working days of termination.
- 10.11. **Tax Treatment.** Contractor shall issue W2 statements to all contract personnel performing on any BPA site.
- 10.12. **Security.** For contract personnel not associated with a collective bargaining agreement, the Contractor may not invoice for contract personnel time until successful completion of BPA background screening process and issuance of BPA badge and the SLMO has agreed to a start date.

11. Preferred Contractor Structure

- 11.1. BPA may award similar contracts to other Contractors. Contractors holding contracts for this work may be assigned to different tiers to ensure adequate competition for job postings, timely fulfillment of personnel requirements, and best value for BPA.
- 11.2. Upon initial award of contract, BPA will assign the Contractor to a Tier, based on BPA's evaluation of Contractor's abilities.
- 11.3. Contractor Tiers will be used to solicit candidates for job postings. BPA will request pricing and candidate submittals from Tier I Contractors for any new requirements. If Tier I Contractors do not provide satisfactory candidates, BPA may request additional submittals from Tier II Contractors.
- 11.4. The assignment of a Contractor to a particular Tier is at the sole discretion of BPA and is not

subject to appeal under the Disputes Act.

12. Contractor Performance Evaluation

- 12.1. BPA will conduct annual performance evaluations to rate Contractor companies. BPA may use these performance evaluations as basis for Tier assignment, contract renewals and contract termination.
- 12.2. Evaluation criteria may include any of the key performance indicators listed below.
 - 12.2.1. **Response Rate** Percentage of Job Postings sent to the individual Contractor that result in a minimum of one Job Seeker Submitted
 - 12.2.2. **Hire Rate** shows the percentage of requests that result in at least one assignment being awarded
 - 12.2.3. **Rate Compliance** Percentage of Job Seekers who are submitted at or below the Maximum Rate amount for the corresponding positions on Rate Grids
 - 12.2.4. **Acceptance Rate** Percentage of Assignments created for the individual Contractor which result in Confirmed and Activated Assignments
 - 12.2.5. **Candidate Quality** Percentage of Job Seekers submitted by the individual Contractor which result in an Assignment being created
 - 12.2.6. **Departure Rate** Percentage of Assignments that are closed prior to the first assignment original End Date
 - 12.2.7. **Worker Extend** Percentage of Workers whose assignments result in Assignment Revisions to extend Original Assignment End Date
 - 12.2.8. **Rate Differentiation** Percentage below the Maximum Rate a Contractor submits for a position
- 12.3. BPA may establish use of any other criteria it deems necessary. Contractors will be notified if any changes or additions are made to the performance indicators listed above.

13. Contractor Representative

- 13.1. The Contractor shall provide representative(s) responsible for managing the Contractor's employees while on-site at BPA. The Contractor representative(s) shall be located off site. The number of representatives will be determined in conjunction with the SLMO. Contractor representative(s) will meet with the SLMO and/or the CO with regard to all on-site issues as they pertain to the Contractor.
 - 13.1.1. The COTR or CO must be notified of all issues relating to contract personnel.
 - 13.1.2. The Contractor representative(s) will not consult with the organizational manager, team lead or other BPA employees with regard to any issues relating to contract personnel without prior coordination with the COTR or CO.
 - 13.1.3. If a performance issue relates to a physical or cyber vulnerability or emergency, then the proper BPA organizations will be consulted first, such as physical or cyber security.

- 13.1.4. **Designation.** Contractor shall coordinate with SLMO on changes of Contractor representative(s) prior to any designation by the Contractor.
- 13.1.4.1. The Contractor representative shall be a verifiable citizen of the United States and will have demonstrated management experience.
- 13.1.4.1.1. Contractor representative(s) must read, write, fluently speak, and understand English and pass all security screenings to obtain access to BPA facilities.
- 13.1.4.1.2. BPA will have the right to reject without cause or explanation any proposed Contractor representative.
- 13.1.5. **Authority.** The Contractor representative will have full authority to act for the Contractor on all matters relating to daily management of their employees as required by this statement of work.
- 13.1.6. **Availability.** The Contractor representative shall be available during BPA core hours 9 AM and 3 PM Pacific Prevailing Time. In addition, the Contractor representative shall be available after hours for extraordinary situations such as a contract personnel release. The Contractor representative shall be responsible for ensuring that the SLMO is apprised, on a daily basis if necessary, of how to be reached by voice, e-mail or in person.
- 13.1.7. **Field Site Visits.** The Contractor representative may be required to visit sites outside of the Portland/Vancouver metropolitan area for matters relating to management of their employees.
- 13.1.8. **Expectations.** Contractor representatives shall provide their employees with payroll and personnel support, and manage performance of their employees.

14. Discretionary Contract Personnel Training

- 14.1. Contract personnel are not eligible to attend team training (such as Myers-Briggs, effective communication, emotional intelligence or Gallup), BPA agency wide or organizational meetings used primarily to convey status and results information or information on continuing operations to BPA employees.
- 14.2. The Contractor at its expense shall provide on-going training to reinforce and expand the professional and technical skills, knowledge, and abilities of its employees. Training shall be directly related to their current position at BPA. All costs of training, including labor, shall not be directly chargeable to BPA.
- 14.3. Contractor will be responsible for recognizing job specific training requirements noted in the API and incorporating into the overhead rate for that position.

15. Security

- 15.1. **Risk Management.** The Contractor shall comply with the provisions of BPA's Information Risk Management Manual (incorporated by reference). The Contractor shall ensure that all of its employees remain aware of BPA risk and security issues. The Contractor shall cooperate with the SLMO in all pertinent risk management matters.
- 15.2. **Official Use Only (OUO) and Classified Material.** The Contractor and its employees shall follow all procedures, rules, regulations, and policies relating to the handling of various classifications of material including data, paper documents, schematics, etc. The Contractor

should direct specific questions to the SLMO.

- 15.3. **Cyber Security.** The Contractor and its employees deployed at a BPA site shall be subject to and observe all Cyber Security policies and procedures. The Contractor representative may request periodic meetings and briefing through the SLMO to ensure that the Contractor is current.
 - 15.3.1. **Cyber Policy Violations.** The Contractor and its employees deployed at a BPA site shall report any observed, suspected, or known Cyber Security policy violations to Cyber Security and the SLMO.
- 15.4. **Physical Security.** The Contractor and its employees shall safeguard all Government property provided for use under this contract. At the close of each work day, all Government equipment and materials will be secured. The Contractor or its employee shall notify the SLMO as soon as possible but not more than four (4) hours after discovery of any missing sensitive Government property .
 - 15.4.1. **Key Control.** The Contractor shall establish key control procedures to preclude the loss, misplacement or unauthorized use of all keys issued to Contractor personnel by the Government. The Contractor shall not duplicate keys issued by the Government.
 - 15.4.2. **Notification.** Contractor will notify SLMO of lost keys within 60 minutes.
 - 15.4.3. **Key Replacement.** Contractor may be liable for costs associated with key replacement.
- 15.5. **Security Form Submittal.** Upon selection of a candidate, the Contractor shall complete and submit all necessary security forms to SLMO.
 - 15.5.1. **Identification Badge.** The Contractor shall contact and coordinate with the SLMO to obtain Identification Badges for contract personnel.

16. Contract Personnel Identification

- 16.1. The Contractor shall provide contract personnel a permanent nameplate for their workstation that contains both the name of the employee and the name of the Contractor. The nameplate will be prominently displayed on the outside of the work station.
- 16.2. The Contractor shall instruct their employees to identify Contractor Company in all email signature blocks and be responsible for providing company business cards, if required. In no case will the Contractor or their employees use BPA logos or trademarks on business cards.
- 16.3. Failure to comply with these guidelines could result in release of contract personnel.

17. Safety and Health Requirements

17.1. General

- 17.1.1. The Contractor shall comply with prescribed accident prevention and fire protection requirements. BPA reserves the right to conduct investigations of all accidents and/or incidents involving contract personnel in which there is reportable damage to BPA furnished property or equipment, occupational injury or illness. The Contractor and their employees shall cooperate when BPA is conducting an investigation.

17.2. Accident Reporting

- 17.2.1. In the case of reportable injury to contract personnel, SLMO will notify the Contractor. The Contractor shall maintain an accurate record of all near misses or incidents resulting in death, trauma, or occupational disease.
- 17.2.2. All accidents must be reported on Government provided form (BPA Form 6410.15e) to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence. All near misses must be reported on Government form 6410.18 to the COTR with a copy to the Contracting Officer, within 24 hours of each occurrence.

17.3. Damage Reports

- 17.3.1. In all instances where Government property and/or equipment is damaged by Contractor personnel, a full report of the facts and extent of such damage will be submitted to the COTR with a copy to the Contracting Officer, before close of business of the next day.

17.4. Conservation of Resources

- 17.4.1. The Contractor shall instruct contract personnel in utilities conservation practices. Contract personnel will operate under conditions that preclude the waste of utilities and will use lights only in areas where and at the time when work is actually being performed, except for purpose of safety and security.

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2103
Revision No.: 11
Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
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	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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; 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 05-2159 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2159
Revision No.: 12
Date Of Revision: 06/13/2011

State: Idaho
Area: Idaho Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.16
01040 - Court Reporter		22.66
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.17
01112 - General Clerk II		12.19
01113 - General Clerk III		13.68
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.51
01280 - Receptionist		11.51
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		13.93
01311 - Secretary I		13.93
01312 - Secretary II		15.58
01313 - Secretary III		17.37
01320 - Service Order Dispatcher		16.49
01410 - Supply Technician		17.16
01420 - Survey Worker		11.40
01531 - Travel Clerk I		12.07
01532 - Travel Clerk II		12.66
01533 - Travel Clerk III		13.73
01611 - Word Processor I		13.03
01612 - Word Processor II		13.92
01613 - Word Processor III		15.58
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.65
05010 - Automotive Electrician		14.43
05040 - Automotive Glass Installer		14.24
05070 - Automotive Worker		14.07
05110 - Mobile Equipment Servicer		11.50

05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	7.90
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.95
11060 - Elevator Operator	8.95
11090 - Gardener	14.27
11122 - Housekeeping Aide	10.75
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	8.80
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.25
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	14.94
12025 - Dental Hygienist	33.20
12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	32.30
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	14.76

12236 - Optical Technician	13.18
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	14.66
12305 - Radiologic Technologist	22.77
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	17.62
14072 - Computer Programmer II	22.88
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	14.69
14160 - Personal Computer Support Technician	20.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.58
15020 - Aircrew Training Devices Instructor (Rated)	33.36
15030 - Air Crew Training Devices Instructor (Pilot)	36.70
15050 - Computer Based Training Specialist / Instructor	27.58
15060 - Educational Technologist	20.74
15070 - Flight Instructor (Pilot)	36.70
15080 - Graphic Artist	18.46
15090 - Technical Instructor	18.36
15095 - Technical Instructor/Course Developer	22.46
15110 - Test Proctor	14.79
15120 - Tutor	14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.97

16030 - Counter Attendant	8.97
16040 - Dry Cleaner	10.70
16070 - Finisher, Flatwork, Machine	8.97
16090 - Presser, Hand	8.97
16110 - Presser, Machine, Drycleaning	8.97
16130 - Presser, Machine, Shirts	8.97
16160 - Presser, Machine, Wearing Apparel, Laundry	8.97
16190 - Sewing Machine Operator	11.28
16220 - Tailor	11.90
16250 - Washer, Machine	9.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.91
19040 - Tool And Die Maker	22.33
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.95
21030 - Material Coordinator	18.51
21040 - Material Expediter	18.51
21050 - Material Handling Laborer	10.85
21071 - Order Filler	11.95
21080 - Production Line Worker (Food Processing)	12.95
21110 - Shipping Packer	12.87
21130 - Shipping/Receiving Clerk	12.87
21140 - Store Worker I	10.50
21150 - Stock Clerk	15.07
21210 - Tools And Parts Attendant	12.95
21410 - Warehouse Specialist	12.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.20
23021 - Aircraft Mechanic I	20.19
23022 - Aircraft Mechanic II	21.20
23023 - Aircraft Mechanic III	22.26
23040 - Aircraft Mechanic Helper	13.63
23050 - Aircraft, Painter	19.01
23060 - Aircraft Servicer	16.63
23080 - Aircraft Worker	17.60
23110 - Appliance Mechanic	17.03
23120 - Bicycle Repairer	10.23
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	17.46
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	20.50
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	16.56
23290 - Fire Alarm System Mechanic	18.62
23310 - Fire Extinguisher Repairer	15.33
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	20.19
23381 - Ground Support Equipment Servicer	16.63
23382 - Ground Support Equipment Worker	17.60
23391 - Gunsmith I	15.33
23392 - Gunsmith II	17.65
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62

23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	20.48
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	10.85
23510 - Locksmith	17.48
23530 - Machinery Maintenance Mechanic	21.22
23550 - Machinist, Maintenance	17.44
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	20.48
23592 - Metrology Technician II	21.51
23593 - Metrology Technician III	22.53
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	17.65
23890 - Sheet-Metal Worker, Maintenance	19.69
23910 - Small Engine Mechanic	14.51
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	20.45
23960 - Welder, Combination, Maintenance	16.65
23965 - Well Driller	18.62
23970 - Woodcraft Worker	21.89
23980 - Woodworker	14.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	10.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.84
25040 - Sewage Plant Operator	15.28
25070 - Stationary Engineer	19.84
25190 - Ventilation Equipment Tender	13.95
25210 - Water Treatment Plant Operator	15.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Equipment Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92

28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	16.97
29042 - Stevedore II	19.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.00
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30210 - Laboratory Technician	20.26
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30390 - Photo-Optics Technician	24.45
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
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 Surface Programs	(see 2) 19.61
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.06
31030 - Bus Driver	12.58
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	9.78
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99030 - Cashier	9.03
99050 - Desk Clerk	8.36

99095 - Embalmer	25.86
99251 - Laboratory Animal Caretaker I	9.90
99252 - Laboratory Animal Caretaker II	10.80
99310 - Mortician	25.86
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.85
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	11.52
99841 - Vending Machine Repairer	14.81
99842 - Vending Machine Repairer Helper	11.13

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; 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 05-2317 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2317
Revision No.: 11
Date Of Revision: 06/13/2011

State: Montana
Area: Montana Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.83
01012 - Accounting Clerk II		14.40
01013 - Accounting Clerk III		16.11
01020 - Administrative Assistant		16.87
01040 - Court Reporter		16.65
01051 - Data Entry Operator I		10.84
01052 - Data Entry Operator II		11.83
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		10.43
01112 - General Clerk II		11.38
01113 - General Clerk III		12.77
01120 - Housing Referral Assistant		15.91
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		13.69
01262 - Personnel Assistant (Employment) II		15.31
01263 - Personnel Assistant (Employment) III		17.08
01270 - Production Control Clerk		19.04
01280 - Receptionist		10.95
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		11.98
01311 - Secretary I		11.98
01312 - Secretary II		13.40
01313 - Secretary III		15.91
01320 - Service Order Dispatcher		15.82
01410 - Supply Technician		16.87
01420 - Survey Worker		13.27
01531 - Travel Clerk I		11.66
01532 - Travel Clerk II		12.50
01533 - Travel Clerk III		13.31
01611 - Word Processor I		11.82
01612 - Word Processor II		13.27
01613 - Word Processor III		14.84
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		16.97
05010 - Automotive Electrician		16.06
05040 - Automotive Glass Installer		15.17
05070 - Automotive Worker		15.17
05110 - Mobile Equipment Servicer		13.53

05130 - Motor Equipment Metal Mechanic	16.97
05160 - Motor Equipment Metal Worker	15.17
05190 - Motor Vehicle Mechanic	16.97
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.30
05280 - Motor Vehicle Wrecker	15.17
05310 - Painter, Automotive	16.06
05340 - Radiator Repair Specialist	15.17
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	10.09
07042 - Cook II	11.65
07070 - Dishwasher	7.96
07130 - Food Service Worker	8.86
07210 - Meat Cutter	12.85
07260 - Waiter/Waitress	8.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09080 - Furniture Refinisher	15.96
09090 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	10.58
11090 - Gardener	13.74
11122 - Housekeeping Aide	10.58
11150 - Janitor	10.58
11210 - Laborer, Grounds Maintenance	11.50
11240 - Maid or Houseman	8.68
11260 - Pruner	10.29
11270 - Tractor Operator	13.64
11330 - Trail Maintenance Worker	11.50
11360 - Window Cleaner	11.82
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.61
12012 - Certified Occupational Therapist Assistant	16.95
12015 - Certified Physical Therapist Assistant	17.30
12020 - Dental Assistant	14.77
12025 - Dental Hygienist	31.69
12030 - EKG Technician	22.99
12035 - Electroneurodiagnostic Technologist	22.99
12040 - Emergency Medical Technician	12.45
12071 - Licensed Practical Nurse I	13.06
12072 - Licensed Practical Nurse II	14.61
12073 - Licensed Practical Nurse III	16.30
12100 - Medical Assistant	13.12
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	30.19
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	12.45

12236 - Optical Technician	12.76
12250 - Pharmacy Technician	13.78
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	18.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	19.26
13050 - Library Aide/Clerk	10.31
13054 - Library Information Technology Systems Administrator	18.76
13058 - Library Technician	12.55
13061 - Media Specialist I	12.70
13062 - Media Specialist II	14.03
13063 - Media Specialist III	15.66
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13110 - Video Teleconference Technician	13.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82
14071 - Computer Programmer I	(see 1) 21.01
14072 - Computer Programmer II	(see 1) 26.04
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	12.72
14160 - Personal Computer Support Technician	17.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.19
15020 - Aircrew Training Devices Instructor (Rated)	35.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.49
15050 - Computer Based Training Specialist / Instructor	29.19
15060 - Educational Technologist	20.72
15070 - Flight Instructor (Pilot)	41.49
15080 - Graphic Artist	18.83
15090 - Technical Instructor	16.45
15095 - Technical Instructor/Course Developer	20.12
15110 - Test Proctor	13.27
15120 - Tutor	13.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.23

16030 - Counter Attendant	8.23
16040 - Dry Cleaner	10.12
16070 - Finisher, Flatwork, Machine	8.23
16090 - Presser, Hand	8.23
16110 - Presser, Machine, Drycleaning	8.23
16130 - Presser, Machine, Shirts	8.23
16160 - Presser, Machine, Wearing Apparel, Laundry	8.23
16190 - Sewing Machine Operator	10.80
16220 - Tailor	11.49
16250 - Washer, Machine	8.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.63
19040 - Tool And Die Maker	23.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.91
21030 - Material Coordinator	19.94
21040 - Material Expediter	19.94
21050 - Material Handling Laborer	14.36
21071 - Order Filler	13.39
21080 - Production Line Worker (Food Processing)	14.91
21110 - Shipping Packer	13.26
21130 - Shipping/Receiving Clerk	13.26
21140 - Store Worker I	11.32
21150 - Stock Clerk	15.86
21210 - Tools And Parts Attendant	14.91
21410 - Warehouse Specialist	14.91
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.77
23021 - Aircraft Mechanic I	22.52
23022 - Aircraft Mechanic II	23.77
23023 - Aircraft Mechanic III	25.14
23040 - Aircraft Mechanic Helper	17.57
23050 - Aircraft, Painter	21.76
23060 - Aircraft Servicer	19.21
23080 - Aircraft Worker	20.12
23110 - Appliance Mechanic	17.56
23120 - Bicycle Repairer	12.99
23125 - Cable Splicer	29.51
23130 - Carpenter, Maintenance	16.62
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	23.13
23181 - Electronics Technician Maintenance I	20.10
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	17.74
23290 - Fire Alarm System Mechanic	19.48
23310 - Fire Extinguisher Repairer	16.46
23311 - Fuel Distribution System Mechanic	22.45
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	18.67
23382 - Ground Support Equipment Worker	19.88
23391 - Gunsmith I	16.46
23392 - Gunsmith II	19.00
23393 - Gunsmith III	21.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.06
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	20.06

23440 - Heavy Equipment Operator	19.96
23460 - Instrument Mechanic	21.68
23465 - Laboratory/Shelter Mechanic	20.42
23470 - Laborer	11.88
23510 - Locksmith	17.12
23530 - Machinery Maintenance Mechanic	22.53
23550 - Machinist, Maintenance	17.62
23580 - Maintenance Trades Helper	13.80
23591 - Metrology Technician I	21.68
23592 - Metrology Technician II	22.88
23593 - Metrology Technician III	24.20
23640 - Millwright	20.67
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	22.26
23810 - Plumber, Maintenance	18.37
23820 - Pneudraulic Systems Mechanic	21.80
23850 - Rigger	21.80
23870 - Scale Mechanic	19.00
23890 - Sheet-Metal Worker, Maintenance	18.53
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	23.70
23932 - Telecommunications Mechanic II	25.02
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	20.96
23970 - Woodcraft Worker	21.80
23980 - Woodworker	15.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.59
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	9.54
24620 - Family Readiness And Support Services Coordinator	11.87
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.45
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	22.45
25190 - Ventilation Equipment Tender	15.60
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.68
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.39
27132 - Police Officer II	22.13
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.99
28042 - Carnival Equipment Repairer	12.05
28043 - Carnival Equipment Worker	9.16
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42

28515 - Recreation Specialist	12.69
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	15.55
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.31
29020 - Hatch Tender	19.31
29030 - Line Handler	19.31
29041 - Stevedore I	18.93
29042 - Stevedore II	21.26
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	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	19.24
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68
30090 - Environmental Technician	16.38
30210 - Laboratory Technician	17.46
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	14.34
30362 - Paralegal/Legal Assistant II	17.77
30363 - Paralegal/Legal Assistant III	21.74
30364 - Paralegal/Legal Assistant IV	25.66
30390 - Photo-Optics Technician	21.89
30461 - Technical Writer I	18.37
30462 - Technical Writer II	22.46
30463 - Technical Writer III	27.18
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 Surface Programs	(see 2) 19.69
30621 - Weather Observer, Senior	(see 2) 21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.08
31030 - Bus Driver	15.15
31043 - Driver Courier	11.78
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	12.80
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	12.80
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	8.60

99095 - Embalmer	23.62
99251 - Laboratory Animal Caretaker I	9.85
99252 - Laboratory Animal Caretaker II	10.70
99310 - Mortician	23.62
99410 - Pest Controller	13.90
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	17.95
99730 - Refuse Collector	13.26
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	11.12
99830 - Survey Party Chief	20.39
99831 - Surveying Aide	12.66
99832 - Surveying Technician	17.22
99840 - Vending Machine Attendant	12.12
99841 - Vending Machine Repairer	14.38
99842 - Vending Machine Repairer Helper	12.12

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; 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 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 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.-13) was first posted on www.wdol.gov on 06/17/2011

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.: 13
Date Of Revision: 06/13/2011

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: \$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; 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 05-2439 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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.: 12
Date Of Revision: 06/13/2011

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		13.58
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	20.79

Mechanic (Research Facility)	
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 Surface Programs	(see 2) 20.32
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

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; 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 05-2441 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2441
Revision No.: 11
Date Of Revision: 06/13/2011

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	18.04
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 - Stevedore I	22.04
29042 - Stevedore 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
30090 - Environmental Technician	22.18
30210 - Laboratory Technician	19.18
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30390 - Photo-Optics Technician	23.18
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
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 (see 2)	20.86
Surface Programs	
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: \$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; 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 05-2565 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2565
Revision No.: 11
Date Of Revision: 06/13/2011

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.14
01040 - Court Reporter		17.53
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		16.07
01070 - Document Preparation Clerk		13.58
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		19.49
01280 - Receptionist		11.85
01290 - Rental Clerk		11.97
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56
01320 - Service Order Dispatcher		17.27
01410 - Supply Technician		21.14
01420 - Survey Worker		11.69
01531 - Travel Clerk I		12.69
01532 - Travel Clerk II		13.52
01533 - Travel Clerk III		14.47
01611 - Word Processor I		13.69
01612 - Word Processor II		15.37
01613 - Word Processor III		17.17
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.28
05010 - Automotive Electrician		19.82

05040 - Automotive Glass Installer	18.24
05070 - Automotive Worker	18.24
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	19.82
05160 - Motor Equipment Metal Worker	18.24
05190 - Motor Vehicle Mechanic	19.94
05220 - Motor Vehicle Mechanic Helper	15.68
05250 - Motor Vehicle Upholstery Worker	17.25
05280 - Motor Vehicle Wrecker	18.24
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	18.24
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	19.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	12.04
07042 - Cook II	13.48
07070 - Dishwasher	10.20
07130 - Food Service Worker	10.20
07210 - Meat Cutter	18.06
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	10.63
11090 - Gardener	13.37
11122 - Housekeeping Aide	10.81
11150 - Janitor	12.25
11210 - Laborer, Grounds Maintenance	12.51
11240 - Maid or Houseman	9.83
11260 - Pruner	11.87
11270 - Tractor Operator	13.48
11330 - Trail Maintenance Worker	12.51
11360 - Window Cleaner	12.83
12000 - Health Occupations	
12010 - Ambulance Driver	17.80
12011 - Breath Alcohol Technician	18.18
12012 - Certified Occupational Therapist Assistant	21.83
12015 - Certified Physical Therapist Assistant	21.29
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	36.32
12030 - EKG Technician	25.44
12035 - Electroneurodiagnostic Technologist	25.44
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	16.19
12072 - Licensed Practical Nurse II	18.18
12073 - Licensed Practical Nurse III	20.34
12100 - Medical Assistant	13.97
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	12.97
12190 - Medical Record Technician	14.50
12195 - Medical Transcriptionist	15.49
12210 - Nuclear Medicine Technologist	40.08
12221 - Nursing Assistant I	9.62
12222 - Nursing Assistant II	10.81

12223 - Nursing Assistant III	11.80
12224 - Nursing Assistant IV	13.25
12235 - Optical Dispenser	17.21
12236 - Optical Technician	15.03
12250 - Pharmacy Technician	15.99
12280 - Phlebotomist	13.25
12305 - Radiologic Technologist	25.10
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	20.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1) 22.26
14072 - Computer Programmer II	(see 1) 27.58
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	17.06
14160 - Personal Computer Support Technician	27.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.40
15020 - Aircrew Training Devices Instructor (Rated)	34.36
15030 - Air Crew Training Devices Instructor (Pilot)	37.80
15050 - Computer Based Training Specialist / Instructor	28.40
15060 - Educational Technologist	30.38
15070 - Flight Instructor (Pilot)	37.80
15080 - Graphic Artist	22.86
15090 - Technical Instructor	19.78
15095 - Technical Instructor/Course Developer	24.20
15110 - Test Proctor	16.26

15120 - Tutor	16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.69
16030 - Counter Attendant	9.69
16040 - Dry Cleaner	11.60
16070 - Finisher, Flatwork, Machine	9.69
16090 - Presser, Hand	9.69
16110 - Presser, Machine, Drycleaning	9.69
16130 - Presser, Machine, Shirts	9.69
16160 - Presser, Machine, Wearing Apparel, Laundry	9.69
16190 - Sewing Machine Operator	12.29
16220 - Tailor	12.99
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.67
19040 - Tool And Die Maker	21.74
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.65
21030 - Material Coordinator	19.49
21040 - Material Expediter	19.49
21050 - Material Handling Laborer	12.49
21071 - Order Filler	14.11
21080 - Production Line Worker (Food Processing)	15.65
21110 - Shipping Packer	13.97
21130 - Shipping/Receiving Clerk	13.62
21140 - Store Worker I	12.38
21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	15.65
21410 - Warehouse Specialist	15.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.83
23021 - Aircraft Mechanic I	23.66
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	26.08
23040 - Aircraft Mechanic Helper	18.43
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	20.58
23080 - Aircraft Worker	21.77
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	26.53
23130 - Carpenter, Maintenance	20.53
23140 - Carpet Layer	19.17
23160 - Electrician, Maintenance	21.33
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	18.40
23290 - Fire Alarm System Mechanic	19.24
23310 - Fire Extinguisher Repairer	17.29
23311 - Fuel Distribution System Mechanic	20.42
23312 - Fuel Distribution System Operator	17.29
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	23.66
23381 - Ground Support Equipment Servicer	20.58
23382 - Ground Support Equipment Worker	21.77
23391 - Gunsmith I	17.29
23392 - Gunsmith II	19.50
23393 - Gunsmith III	21.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	21.47
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	21.71
23465 - Laboratory/Shelter Mechanic	20.80
23470 - Laborer	12.49
23510 - Locksmith	20.80
23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	21.71
23592 - Metrology Technician II	22.91
23593 - Metrology Technician III	23.93
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	19.50
23890 - Sheet-Metal Worker, Maintenance	20.42
23910 - Small Engine Mechanic	15.83
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	19.94
23970 - Woodcraft Worker	21.71
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.66
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.57
25040 - Sewage Plant Operator	20.56
25070 - Stationary Engineer	24.57
25190 - Ventilation Equipment Tender	17.64
25210 - Water Treatment Plant Operator	20.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.85
28042 - Carnival Equipment Repairer	11.41
28043 - Carnival Equipment Worker	10.13
28210 - Gate Attendant/Gate Tender	14.00

28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	16.61
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	15.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.66
29020 - Hatch Tender	20.66
29030 - Line Handler	20.47
29041 - Stevedore I	19.35
29042 - Stevedore II	22.01
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	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	23.02
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30210 - Laboratory Technician	20.54
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30390 - Photo-Optics Technician	23.29
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
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)	20.97
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.83
31030 - Bus Driver	17.01
31043 - Driver Courier	12.24
31260 - Parking and Lot Attendant	10.23
31290 - Shuttle Bus Driver	13.08
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	13.08
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65

99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99310 - Mortician	22.74
99410 - Pest Controller	16.97
99510 - Photofinishing Worker	12.16
99710 - Recycling Laborer	15.72
99711 - Recycling Specialist	16.64
99730 - Refuse Collector	14.50
99810 - Sales Clerk	13.51
99820 - School Crossing Guard	13.98
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	13.13
99841 - Vending Machine Repairer	15.08
99842 - Vending Machine Repairer Helper	13.13

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; 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 05-2559 (Rev.-14) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2559
Revision No.: 14
Date Of Revision: 06/13/2011

State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

****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		16.10
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		15.53
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		21.36
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	14.37
07042 - Cook II	15.75
07070 - Dishwasher	9.95
07130 - Food Service Worker	11.19
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	16.15
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	17.86
09110 - Furniture Repairer, Minor	19.22
09130 - Upholsterer	20.54
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	17.18
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.10
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	23.10
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	20.53
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.13
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	20.16
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	31.12
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	19.01
13062 - Media Specialist II	21.29
13063 - Media Specialist III	23.72
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)	32.07
15020 - Aircrew Training Devices Instructor (Rated)	38.81
15030 - Air Crew Training Devices Instructor (Pilot)	42.69
15050 - Computer Based Training Specialist / Instructor	32.07
15060 - Educational Technologist	29.69
15070 - Flight Instructor (Pilot)	49.60
15080 - Graphic Artist	25.73
15090 - Technical Instructor	26.41
15095 - Technical Instructor/Course Developer	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	9.83
16030 - Counter Attendant	9.83
16040 - Dry Cleaner	11.72
16070 - Finisher, Flatwork, Machine	9.83
16090 - Presser, Hand	9.83
16110 - Presser, Machine, Drycleaning	9.83
16130 - Presser, Machine, Shirts	9.83
16160 - Presser, Machine, Wearing Apparel, Laundry	9.83
16190 - Sewing Machine Operator	12.49
16220 - Tailor	13.24
16250 - Washer, Machine	10.70
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	14.47
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	27.36
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	30.23
23130 - Carpenter, Maintenance	26.86
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	26.78
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	26.30
23312 - Fuel Distribution System Operator	21.73
23370 - General Maintenance Worker	22.65
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	25.88
23530 - Machinery Maintenance Mechanic	26.39
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	17.86
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	27.70
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.68
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	30.23
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	12.50
24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.61
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	22.00
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	15.56
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	18.39
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	21.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.39
29020 - Hatch Tender	29.39
29030 - Line Handler	29.39
29041 - Stevedore I	28.19
29042 - Stevedore II	30.65
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	27.59
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	20.27
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	27.78
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.25
30362 - Paralegal/Legal Assistant II	27.57
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	40.80
30390 - Photo-Optics Technician	30.86
30461 - Technical Writer I	26.75
30462 - Technical Writer II	32.71
30463 - Technical Writer III	39.58
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) 25.41
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	13.65
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	15.74
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	12.32

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	26.13
99410 - Pest Controller	19.07
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.87
99820 - School Crossing Guard	15.61
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	13.59
99832 - Surveying Technician	20.52
99840 - Vending Machine Attendant	20.04
99841 - Vending Machine Repairer	21.14
99842 - Vending Machine Repairer Helper	20.04

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; 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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 05-2561 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2561
Revision No.: 16
Date Of Revision: 06/13/2011

State: Washington

Area: Washington Counties of Island, San Juan, Skagit

****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		15.93
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		13.82
01532 - Travel Clerk II		15.00
01533 - Travel Clerk III		15.94
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		20.44
05070 - Automotive Worker		21.36

05110 - Mobile Equipment Servicer	19.78
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	18.83
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	22.33
05370 - Tire Repairer	15.74
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.37
07042 - Cook II	15.75
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	12.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.11
09040 - Furniture Handler	17.88
09080 - Furniture Refinisher	22.11
09090 - Furniture Refinisher Helper	19.16
09110 - Furniture Repairer, Minor	20.52
09130 - Upholsterer	22.11
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	14.96
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.18
11330 - Trail Maintenance Worker	14.96
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	20.25
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	24.40
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	20.83
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	19.51
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.13
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	19.94
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	20.56
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	17.68
13062 - Media Specialist II	19.80
13063 - Media Specialist III	22.06
13071 - Photographer I	19.70
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	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.07
16070 - Finisher, Flatwork, Machine	10.37
16090 - Presser, Hand	10.37
16110 - Presser, Machine, Drycleaning	10.37
16130 - Presser, Machine, Shirts	10.37
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37
16190 - Sewing Machine Operator	13.99
16220 - Tailor	14.89
16250 - Washer, Machine	11.26
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	17.57
21130 - Shipping/Receiving Clerk	17.57
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	27.37
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.33
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	31.50
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	26.30
23312 - Fuel Distribution System Operator	22.75
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/Shelster Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
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	27.70
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.25
23950 - Telephone Lineman	25.65
23960 - Welder, Combination, Maintenance	26.78
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	19.69
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	15.56
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	19.12
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	20.57
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	27.59
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	27.78
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
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) 27.06
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	11.89
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.17
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	12.32

99050 - Desk Clerk	11.28
99095 - Embalmer	26.77
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	26.77
99410 - Pest Controller	19.07
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	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

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; 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

WD 05-2563 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

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.: 2005-2563
Revision No.: 13
Date Of Revision: 06/13/2011

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

****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		15.29
01192 - Order Clerk II		16.10
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		13.96
01532 - Travel Clerk II		15.00
01533 - Travel Clerk III		16.08
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		21.36
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	16.61
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	14.37
07042 - Cook II	15.75
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.11
09040 - Furniture Handler	17.88
09080 - Furniture Refinisher	22.11
09090 - Furniture Refinisher Helper	19.16
09110 - Furniture Repairer, Minor	20.52
09130 - Upholsterer	22.11
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	17.18
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	20.83
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	20.83
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	19.77
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	20.16
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	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	21.79
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	19.46
13062 - Media Specialist II	21.79
13063 - Media Specialist III	24.28
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	29.85
15070 - Flight Instructor (Pilot)	49.60
15080 - Graphic Artist	25.73
15090 - Technical Instructor	26.41
15095 - Technical Instructor/Course Developer	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.07
16070 - Finisher, Flatwork, Machine	10.37
16090 - Presser, Hand	10.37
16110 - Presser, Machine, Drycleaning	10.37
16130 - Presser, Machine, Shirts	10.37
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37
16190 - Sewing Machine Operator	13.99
16220 - Tailor	14.89
16250 - Washer, Machine	11.26
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.06
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	15.40
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	18.25
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	31.22
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	26.30
23312 - Fuel Distribution System Operator	21.80
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	25.88
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
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	27.70
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
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	19.55
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	29.41
27030 - Detection Dog Handler	15.56
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	10.26
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	19.12
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	22.29
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)	26.32
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.99
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.19
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	27.78
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
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	23.75
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 (see 2)	23.99
Surface Programs	
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	11.22
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	12.32

99050 - Desk Clerk	10.88
99095 - Embalmer	28.38
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	28.38
99410 - Pest Controller	19.07
99510 - Photofinishing Worker	14.16
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	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

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; 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.

WD 05-2567 (Rev.-15) was first posted on www.wdol.gov on 06/17/2011

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.: 15
Date Of Revision: 06/13/2011

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 - Pneudraulic 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: \$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; 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.